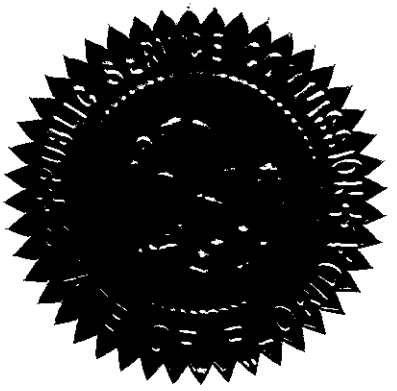
BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

In the Matter of:

PETITION BY INTRADO COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION AND RELATED ARRANGEMENTS WITH BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA, PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND SECTIONS 120.80 (13), 120.57(1), 364.15, 364.16, 364.161, AND 364.162, F.S., AND RULE 28-106.201, F.A.C.
_____/



VOLUME 2

Pages 238 through 469

PROCEEDINGS:	HEARING
BEFORE:	CHAIRMAN MATTHEW M. CARTER, II COMMISSIONER LISA POLAK EDGAR COMMISSIONER KATRINA J. McMURRIAN COMMISSIONER NANCY ARGENZIANO COMMISSIONER NATHAN A. SKOP
DATE:	Thursday, July 10, 2008
TIME:	Commenced at 9:30 a.m. Concluded at 2:50 p.m.
PLACE:	Betty Easley Conference Center Room 148 4075 Esplanade Way Tallahassee, Florida
REPORTED BY:	JANE FAUROT, RPR Official FPSC Reporter (850) 413-6732
PARTICIPATING:	(As heretofore noted.)

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P R O C E E D I N G S

CHAIRMAN CARTER: We are back on the record. And when we left we were getting ready for AT&T to present their case in chief.

Mr. Carver, you're recognized, sir.

MR. CARVER: Yes. Thank you, Mr. Chairman.

AT&T Florida calls Patricia Pellerin. And while Ms. Pellerin is taking the stand, I had one housekeeping matter that I did want to bring up.

CHAIRMAN CARTER: You're recognized.

MR. CARVER: Ms. Pellerin original summary was less than five minutes, but it touches upon the question from the Commission earlier, so what I have asked her to do was sort of expand it so that she will be giving the summary and --

CHAIRMAN CARTER: There was a question that Commissioner Argenziano asked?

MR. CARVER: Yes. And, also, I believe there was a question about 251 and the applicability of 251 that Mr. Hicks responded to, and there was a request that our witness respond to that, also.

CHAIRMAN CARTER: That would be fine. We can do that on that.

MR. CARVER: Okay. So to do the summary and respond it will take her a little bit more than the five minutes.

CHAIRMAN CARTER: You're recognized.

MR. CARVER: Thank you.

CHAIRMAN CARTER: Thank you for the heads up.

MR. CARVER: Yes, sir. Ms. Pellerin, are you ready?

THE WITNESS: Yes, I am.

MR. CARVER: Okay.

PATRICIA H. PELLERIN

was called as a witness on behalf of AT&T Florida, and having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. CARVER:

Q Ms. Pellerin, for the record please state your full name and your business address.

A My name is Patricia H. Pellerin. My business address is 1441 North Colony Road, Meriden, Connecticut.

Q And by whom are you employed and in what capacity?

A I'm employed by the Southern New England Telephone Company, AT&T Connecticut, which is an affiliate of AT&T, Incorporated, and my position is Associate Director, Wholesale Regulatory Support.

Q Have you filed in this proceeding 79 pages of Direct Testimony?

A Yes.

Q And have you also filed 20 pages of rebuttal testimony?

A Yes.

Q And have you filed a total of four exhibits?

A Yes.

Q Do you have any corrections to your testimony or to the exhibits?

A Yes, I do.

Q Would you please make those corrections at this time.

A This relates to my rebuttal testimony. On Page 6, Footnote 8. The second sentence should end where the comma is, so it would read as follows, "This is another example of a situation where AT&T's thirteen-state standard terms and conditions are inappropriate for a nine-state agreement."

And then because of on-going negotiations between the parties since my rebuttal was filed and the rebuttal exhibits were filed, I've got a few changes regarding issue resolution that I would like to make in order to be helpful to the Commission.

Q And if I may, just to clarify, you are talking about exhibits in which you represent to the Commission the current status of negotiations and issues that have been resolved?

A That's correct.

Q Okay. So the purpose of the change is to update that to inform Commission and staff what has been resolved since your rebuttal testimony was filed?

A Yes.

Q Okay. Please proceed.

A Okay. On Page 2, Line 14 of my rebuttal, we should change 17 issues to 19 that have been resolved. Also on Page 2 on Line 14 we should insert 7(b) before 8(b). And on Line 15, change "and 31" to ",31 and 32."

Also on Page 2, Line 22, change 10 issues to 11 issues. And in Footnote 1, change "25(b) through (d)" to "25(a)through (d)." Then on Page 3, Line 5, change 6 to 4. In Footnote 2 on the first line, delete 25(a) and delete 32. And in the fourth line, delete 3(b) and change 7(a) and (b) to 7(a).

The other changes I have are on my revised exhibits. First, on Revised Exhibit PHP-2, the line for Issue 7(b) should be deleted. And on the line for Issue 8(a), Section 3.4.5 should be deleted. On Revised Exhibits PHP-3, Page 1, on the line for Issue 15, Section 4.2.2 should be deleted, and the lines for Issue 25(a) --

CHAIRMAN CARTER: I'm sorry, on Line 13 you said -- would you go through that again?

THE WITNESS: Yes. We are on PHP-3, Page 1. There is a line in the table for Issue 15.

CHAIRMAN CARTER: Oh, 15. Okay.

THE WITNESS: Yes. And Section 4.2.2 should be deleted from that issue.

CHAIRMAN CARTER: Okay. Thank you.

THE WITNESS: And then the lines for Issues 25(a), 31

and 32 should all be deleted from that table. And I have one more. On Page 2 of Revised Exhibit PHP-3, delete the lines for Issue 3(b) and 7(b), because those contract provisions have been resolved. And that's all.

CHAIRMAN CARTER: Okay. Thank you.

(REPORTER NOTE: Prefiled testimony inserted for the convenience of the record.)

AT&T FLORIDA

DIRECT TESTIMONY OF PATRICIA H. PELLERIN

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

APRIL 21, 2008

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T ("AT&T"), AND YOUR BUSINESS ADDRESS.

A. My name is Patricia H. Pellerin. I am employed by The Southern New England Telephone Company ("AT&T Connecticut"), a subsidiary of AT&T, Inc., as an Associate Director – Wholesale Regulatory Support. My business address is 1441 North Colony Road, Meriden, Connecticut 06450.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I attended Middlebury College in Middlebury, Vermont and received a Bachelor of Science Degree in Business Administration, magna cum laude, from the University of New Haven in West Haven, Connecticut. I have held several assignments in Network Engineering, Network Planning, and Network Marketing and Sales since joining AT&T Connecticut in 1973. Most recently, from 1994 to 1999 I was a leading member of the wholesale marketing team responsible for AT&T Connecticut's efforts supporting the opening of the local market to competition in Connecticut. I assumed my current position in April 2000.

As Associate Director – Wholesale Regulatory Support, I am responsible for providing regulatory and witness support relative to various wholesale products and pricing, supporting negotiations of local interconnection agreements ("ICAs") with competitive local exchange carriers ("CLECs"), participating in state and judicial proceedings, and guiding compliance with the Federal Telecommunications Act of 1996 ("Act") and its implementing rules.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE STATE REGULATORY COMMISSIONS?

A. Yes. I have previously testified before the Alabama Public Service Commission, the Connecticut Department of Public Utility Control, the Illinois Commerce Commission, the Kansas Corporation Commission, the Michigan Public Service Commission, the Oklahoma Corporation Commission, the Public Utility Commission of Texas and the Public Service Commission of Wisconsin.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony explains and supports AT&T Florida's position regarding certain issues raised in the arbitration petition filed by Intrado Communications Inc. ("Intrado") with the Florida Public Service Commission ("Commission") on December 21, 2007. Specifically, I address Issues 1, 2, 3b, 7b, 9, 11-16, 24, 25a, 29, 31, 32, 34 and 36.

Q. BEFORE DISCUSSING AT&T FLORIDA'S POSITION REGARDING SPECIFIC ISSUES, BRIEFLY DESCRIBE WHAT THIS CASE IS ABOUT.

A. According to Intrado's Petition, Intrado seeks to interconnect with AT&T Florida as a competitive provider of emergency services.[1] Issues 1 and 2 in this arbitration are threshold issues, the resolution of which will determine the outcome of many of the remaining issues. Issue 1 deals with the extent to which Intrado is entitled to interconnect with AT&T Florida pursuant to Section 251(c) of the Act, and Issue 2 relates to the foundation and structure of the parties' ICA.

Q. PLEASE PROVIDE A STATUS REGARDING THE ISSUES IN DISPUTE.

A. Intrado identified 36 issues in its arbitration Petition (numbered I through IX.E), and AT&T Florida included one additional issue in its Response (numbered 1-37). Based on input from the parties, the Commission issued its procedural order on March 21, 2008 and included a revised list of 36 issues (57 total when including subparts, five of which are encompassed by Issues 1 and 2). Of the remaining 52 issues, the parties have resolved 19.[2] An additional ten issues will not need to be addressed if the Commission determines in Issue 2 that

[1] Petition at 4.

[2] The parties have resolved Issues 8a, 17(a, b), 18(a, b), 19-23, 25(b-d), 26, 27(a, b), 28, 33 and 35.

AT&T's 9-state template is the proper basis for negotiating a Florida ICA.[3]

Q. HOW IS YOUR TESTIMONY ORGANIZED?

A. First, I will address threshold Issues 1 and 2. Assuming for purposes of this testimony that the Commission determines that AT&T Florida is obligated to enter a Section 251 ICA with Intrado, I will then address those non-technical issues that exist regardless of the ICA template utilized. (AT&T Florida witness Mark Neinast addresses the technical issues in dispute.) This includes Issues 9 (portions), 11, 12, 13(a), 14(a), 24, 29(a-b), and 36. Finally, I will address those issues that may be eliminated if the 9-state template is utilized, including Issues 3(b) (portions), 13(b), 14(b), 15, 16, 25(a), 31, 32, and 34(a-b).

Q. DOES INTRADO'S CERTIFICATION AS A CLEC IN FLORIDA AUTOMATICALLY MEAN THAT THE SERVICES IT SEEKS FROM AT&T FLORIDA ARE RIGHTFULLY THE SUBJECT OF A SECTION 251 INTERCONNECTION AGREEMENT?

A. No. I am not an attorney, and the legal aspects of this arbitration will be addressed by AT&T's attorneys in its briefs. However, Intrado must provide telephone exchange service and/or exchange access to qualify

[3] With a decision in Issue 2 to utilize the 9-state template, Issues 7b, 13b, 14b, 15, 16, 25a, 31, 32, and 34(a, b) will not need to be addressed because Intrado's disputes are not present in the 9-state language (and AT&T Florida will not introduce them). In addition, certain language disputes in Issues 3b, 4b, 4c, 7a, 9, 14a, 29(a, b) and 30a also do not exist in the 9-state template, further limiting the scope of issues the Commission must address. I will explain the basis for these exclusions in my testimony for Issue 2.

for a Section 251 agreement. To the extent that the Commission determines that Intrado does not provide such services, then all the other issues in this arbitration are rendered moot. So, for example, if the Commission determines that Intrado only offers enhanced services, such as Enhanced 911 (E911), then AT&T Florida is not subject to the Section 251 obligation to enter into a binding interconnection agreement with Intrado – Intrado's status as a CLEC notwithstanding. It is an open question in this arbitration as to whether the service Intrado seeks to offer is telephone exchange service. Importantly, even if Intrado is generally entitled to a Section 251 agreement, which AT&T Florida does not concede, that does not automatically mean that each and every individual item Intrado requests must be made available pursuant to Section 251.

Since the rest of my testimony would be rendered moot if the Commission agrees with AT&T Florida that Intrado is not entitled to a Section 251 agreement, the remaining portion of my testimony assumes that Intrado offers local exchange and/or exchange access service.

Q. IS AN ICA NECESSARY FOR INTRADO TO OFFER COMPETING 911 SERVICES?[4]

[4] I use the terms "911" and "E911" interchangeably in this testimony to refer to emergency services. And while there is a technical distinction between 911 and E911 services, there is no significant distinction in this testimony regarding which term I use.

A. No. There are three integrated components necessary to provide for the "routing and transmission of an E911 call." Intrado already has the first two components, a Selective Router, and an Automatic Location Identification ("ALI") (or E911) database. The third component is the network facilities from the Public Safety Answering Point ("PSAP") to the Selective Router ("SR"), as well as the facilities from the PSAP to the ALI database. Such facilities are common and easily provisioned by Intrado or a number of third parties, to the extent that Intrado doesn't already provide them today. Thus, none of the components necessary for Intrado to offer a competing service are dependent upon AT&T Florida, and Intrado has not specifically requested that AT&T Florida provide these services to Intrado as part of the ICA. Moreover, as I explain below, AT&T Florida is willing to enter into non-Section 251 agreements with Intrado to facilitate its emergency service offerings.

Q. DO YOU HAVE ANY GENERAL COMMENTS ABOUT INTRADO'S BUSINESS PLAN, AS REPRESENTED BY ITS PETITION AND PROPOSED CONTRACT LANGUAGE?

A. Yes. While there is little clarity regarding where Intrado's services begin and end with respect to Intrado Inc. (Intrado's corporate parent[5]), some aspects of Intrado's business plan are clear. Intrado intends to offer emergency services to PSAPs and to aggregate end users' calls placed by dialing 911.[6] Intrado also seeks to obtain services from

[5] Petition at 6.

[6] Petition at 6.

AT&T Florida pursuant to a Section 251 interconnection agreement.[7] While claiming the parties' obligations should be reciprocal,[8] Intrado's proposed language imposes an unequal burden on AT&T Florida.[9] It appears that Intrado intends to maximize its profits by shifting costs it should bear to AT&T Florida.[10]

Q. WHAT INCENTIVE DOES INTRADO HAVE TO SHIFT COSTS TO AT&T FLORIDA?

A. Intrado is a business. An essential element for a sustainable business model is profit – the more, the better. There are really only two ways to increase profit: increase revenues and/or reduce expenses.

One way to increase revenues is to obtain new customers. To acquire customers already served by another provider requires the offering of an equal (or superior product) at a comparable (or lower) price. Since E911 customers are government municipalities with limited financial resources, price would likely be a key component of their vendor selection process. So Intrado has an incentive to undercut AT&T Florida's price for E911 service.

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[7] Petition at 7.

[8] Petition at 28, 36, 42-43.

[9] *See* the testimony of AT&T Florida witness, Mark Neinast, and his Exhibits MN-1 and MN-2 for related issues.

[10] Intrado's cost-shifting strategy is reflected by various issues and contract language Intrado presented for arbitration, as well as Intrado's Petition for Declaratory Statement (filed with the Commission February 8,2008). Specifics are addressed later in my testimony and by Mr. Neinast.

To offer a lower price and still make a profit, a business would also need to reduce expenses. One way to reduce expenses and thereby maximize profit is to shift as much of the cost burden to someone else as possible – in this case, AT&T Florida.

Q. WHAT ARE SOME EXAMPLES OF INTRADO'S ATTEMPT TO SHIFT ITS COSTS TO AT&T FLORIDA VIA THE ICA?

A. As discussed by Mr. Neinast, Intrado has proposed contract language that is not reciprocal, but instead places the primary financial burden upon AT&T Florida, even in instances where AT&T Florida would collect no revenue from the end users. For example, Intrado proposes that it have unilateral control over the point of interconnection ("POI") it establishes when AT&T Florida serves as the E911 service provider. Yet Intrado also wants unilateral control over the parties' POI when Intrado is the E911 service provider. Intrado's proposed language could require AT&T Florida to transport E911 calls to Intrado's selected location (*e.g.,* Colorado), outside of any Florida LATA (Local Access and Transport Area). Intrado ignores, as the Commission must not, that AT&T Florida is the incumbent local exchange carrier ("ILEC"), and it is Intrado that seeks to interconnect with AT&T Florida, not the other way around. AT&T Florida has no obligation to interconnect with Intrado, or any other CLEC, outside of the LATA. (*See* Neinast testimony for Issue 4.)

Another example of Intrado's shifting of costs to AT&T Florida is reflected by its language that would require AT&T Florida to bear all the costs to segregate the traffic when multiple PSAPs are served by the same switch. (*See* Neinast testimony for Issue 3.)

Q. HOW ELSE IS INTRADO ATTEMPTING TO SHIFT ITS COSTS TO AT&T FLORIDA?

A. Intrado recently filed a Petition for Declaratory Statement regarding other carriers' 911 charges when Intrado is the 911 service provider.[11] Intrado seeks to prevent AT&T Florida (and other carriers) from recovering legitimate costs it incurs when an AT&T Florida customer connects with the 911 customer. The simple fact that Intrado may provide 911 service to a municipality does not mean that AT&T Florida does not incur related costs that it is entitled to recover pursuant to its tariffs and/or contracts. AT&T Florida's specific objection and legal support on this matter are properly addressed within that proceeding. However, it is relevant here because it further demonstrates Intrado's objective to gain a competitive advantage by manipulating cost recovery mechanisms through a misuse of the regulatory process.

Q. IS AT&T FLORIDA REFUSING TO CONNECT WITH INTRADO AT ALL?

[11] Docket No. 08-0089-TP, *Petition of Intrado Communications Inc. for Declaratory Statement Regarding Local Exchange Telecommunications Network Emergency 911 Service*, February 8, 2008 ("Petition for Declaratory Statement").

A. No. The question, however, is what rates, terms, and conditions should apply to such connections and traffic. AT&T Florida proposes to treat Intrado the same way it treats other carriers that serve PSAPs and to use commercial agreements for matters not covered by Section 251. Intrado, however, seeks to inject many non-Section 251 matters into a Section 251 ICA and impose many one-sided requirements and costs on AT&T Florida. As I stated above, Intrado does not need an ICA with AT&T Florida to offer 911 service – AT&T Florida is willing to interconnect with Intrado as it does with other carriers (*i.e.*, pursuant to a commercial agreement), and AT&T Florida offers to lease its facilities to Intrado via its tariffs.

ISSUE 1(a): WHAT SERVICE(S) DOES INTRADO CURRENTLY PROVIDE OR INTEND TO PROVIDE IN FLORIDA?

Q. WHAT SERVICE(S) DOES INTRADO CURRENTLY PROVIDE OR INTEND TO PROVIDE IN FLORIDA?

A. Although Intrado states in its Petition that it intends to offer local exchange service,[12] based on Intrado's own tariff,[13] Intrado only intends to provide emergency services and will not be providing local exchange service or exchange access.

[12] Petition at 4. "Intrado seeks to offer local exchange services like any other competitor operating in Florida."

[13] Intrado's Florida Emergency Services Price List ("Intrado Tariff").

Q. WHAT SERVICES DOES INTRADO OFFER PURSUANT TO ITS TARIFF?

A. Intrado filed an update to its tariff, effective October 27, 2007, in which it deleted its 9-1-1 SafetyNet[SM] service and replaced it with Intelligent Emergency Network[TM] ("IEN") service. This is the only service offered in its tariff. Intrado's tariff describes IEN services as:

> services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.[14]

Q. DOES INTRADO'S TARIFF INCLUDE THE OFFER OF LOCAL EXCHANGE SERVICE?

A. No. To the contrary, Intrado's tariff defines Local Exchange Service as:

> The furnishing of telecommunications services by a Local Exchange Provider to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling. *The Company is not responsible for the provision of local exchange service to its Customers.*[15]

Thus, Intrado's tariff offers IEN service, but not local exchange service.

ISSUE 1(b): OF THE SERVICES IDENTIFIED IN ISSUE 1(a), FOR WHICH, IF ANY, IS AT&T REQUIRED TO OFFER INTERCONNECTION

[14] Intrado Tariff at Section 5.1.

[15] Intrado Tariff Section 1 (emphasis added).

UNDER SECTION 251(c) OF THE TELECOMMUNICATIONS ACT OF 1996?

Q. INTRADO IMPLIES THAT THIS ISSUE IS REALLY QUITE SIMPLE – INTRADO SEEKS TO COMPETE WITH AT&T FLORIDA'S EMERGENCY SERVICES AND, THEREFORE, INTRADO IS ENTITLED TO WHATEVER IT SEEKS PURSUANT TO A SECTION 251 INTERCONNECTION AGREEMENT. IS THIS ISSUE AS CLEAR-CUT AS INTRADO WOULD HAVE THE COMMISSION BELIEVE?

A. Not at all. The fact that Intrado seeks to compete with AT&T Florida for emergency services does not automatically mean that each and every aspect of interconnection Intrado wants is subject to Section 251(c). Nor does it mean that Intrado's proposed language properly captures the parties' respective interconnection obligations. To consider the issues in context, the Commission needs to examine Intrado's demands one-by-one, including the specific language each party proposes. The legal question as to the extent of AT&T Florida's Section 251(c) obligations will be addressed in briefs.

Q. HOW HAVE OTHER STATE COMMISSIONS RECENTLY ADDRESSED SIMILAR INTRADO REQUESTS FOR ARBITRATION?

A. Intrado filed for arbitration with AT&T in four states: Alabama, Florida, North Carolina and Ohio. Both the North Carolina and Ohio state commissions delayed arbitration to permit the parties limited time to

negotiate the disputed issues.[16] Of these four states, only Florida has an established procedural schedule through the hearing phase.

Intrado also filed for arbitration with Embarq in various states. On February 14, 2008, the Virginia State Corporation Commission dismissed Intrado's November 27, 2007 arbitration petition; that order is attached as Exhibit PHP-1.[17] In that decision, the Virginia commission found:

> [W]e find that there is a threshold issue that should be determined by the Federal Communications Commission ("FCC"). Therefore, we believe the FCC is the more appropriate agency to determine whether Intrado is entitled to interconnection pursuant to § 251(c) of the Telecommunications Act. [note 2] As a result, based upon the potential conflict that may arise should the [Virginia] Commission attempt to determine the rights and responsibilities of the parties under state law or through application of the federal standards embodied in the Telecommunications Act, we find that this arbitration proceeding should be deferred to the FCC.
>
> [note 2] We note that until such time as this threshold issue is resolved that it would be inappropriate to resolve the other disputed issues.

[16] At the parties' joint request, the North Carolina and Ohio commissions extended their arbitration schedules an additional 30 days. The parties have been struggling to agree on what language remains in dispute and which issues are to be presented to the commissions for arbitration. And while the Ohio commission had previously published a proceeding schedule through hearing, as of the time this testimony was prepared, it had not yet issued a new schedule.

[17] *Petition of Intrado Communications of Virginia, Inc. For Arbitration to Establish an Interconnection Agreement with Central Telephone Company of Virginia d/b/a Embarq and United Telephone – Southeast, Inc. d/b/a Embarq, under Section 252(b) of the Telecommunications Act of 1996*, Virginia Case No. PUC-2007-00112, "Order of Dismissal" dated February 14, 2008.

> Therefore, we will defer resolution of all issues in Intrado's Petition to the FCC.

The Virginia state commission found sufficient uncertainty regarding Intrado's entitlement to Section 251(c) interconnection that it deferred the matter to the FCC for resolution.

Q. WHAT INTERCONNECTION ARRANGEMENTS DOES INTRADO SEEK PURSUANT TO SECTION 251(c)?

A. At a high level, there are three basic scenarios for which Intrado seeks "interconnection," which I address more fully below. Mr. Neinast provides testimony on the technical aspects of Intrado's requested interconnection.

1. Intrado delivers E911 traffic to AT&T Florida for completion to AT&T Florida-served PSAPs.

2. AT&T Florida delivers E911 traffic to Intrado for completion to Intrado-served PSAPs.

3. Certain PSAPs request that AT&T Florida (and Intrado) offer the ability to transfer emergency calls between them (*i.e.*, the PSAPs) serving adjacent areas.

Q. PLEASE DESCRIBE SCENARIO 1.

A. In Scenario 1, Intrado delivers E911 traffic to AT&T Florida for completion to AT&T Florida-served PSAPs. This is the situation where an Intrado local exchange customer (if there actually was one – which

there will not be, as I stated in my testimony for Issue 1(a)) dials 911 and the responding PSAP is served by AT&T Florida. This arrangement is the same as for any CLEC seeking to have its local exchange customers reach PSAPs served by AT&T Florida. This scenario would also include the situation where Intrado transported 911 calls originated by other carriers' (*e.g.,* wireless) end users for completion to AT&T Florida-served PSAPs. AT&T Florida agrees to include terms and conditions for Scenario 1; therefore, the Commission need not consider whether or not AT&T Florida is obligated to include such provisions.

Q. YOU STATED THAT AT&T FLORIDA AGREES TO INCLUDE TERMS AND CONDITIONS FOR SCENARIO 1 IN THE ICA. DOES IT ALSO AGREE TO OFFER TERMS AND CONDITIONS FOR SCENARIO 2 INTERCONNECTION PURSUANT TO SECTION 251(c)?

A. No. Under Scenario 2, Intrado is providing E911 service to the PSAP, and the 911 caller is an AT&T Florida end user. It is my understanding that AT&T Florida is not obligated to interconnect with Intrado pursuant to Section 251(c) in this situation. Accordingly, Scenario 2 should be covered by a separate commercial agreement, not a Section 251 ICA, and AT&T Florida is willing to negotiate such an agreement with Intrado. However, in the event the Commission disagrees, AT&T Florida offers Sections 5 and 6 in Appendix 911 to reflect reciprocity in the parties' E911 responsibilities. (*See* Neinast Exhibit MN-1.)

Q. YOU STATED THAT INTRADO IS NOT ENTITLED TO SECTION 251(c) INTERCONNECTION WHEN INTRADO IS PROVIDING THE E911 SERVICE TO A PSAP ACCESSED BY AN AT&T FLORIDA END USER DIALING 911. PLEASE EXPLAIN.

A. In its First Report and Order, the FCC concluded:

> the term "interconnection" under section 251(c)(2) refers only to the physical linking of two networks for the mutual exchange of traffic."[18]

When an AT&T Florida caller dials 911, the call is delivered to the PSAP over a one-way arrangement that cannot support the mutual exchange of traffic. Based on the FCC's definition of Section 251(c) interconnection, this scenario does not qualify.

Q. DOES E911 SERVICE SUPPORT THE MUTUAL EXCHANGE OF TRAFFIC?

A. No. Mr. Neinast addresses the technical aspects of the E911 network, but I think a very simple (*i.e.*, non-technical) description will provide the basic framework for my testimony on this matter. When a caller dials 911, the call is routed through the E911 network to the proper PSAP so that emergency resources can be dispatched to assist. The call comes into the PSAP via a dedicated one-way terminating arrangement that cannot support call origination. In other words, if the PSAP dispatcher needs to originate a telephone call (*e.g.*, if the caller is disconnected

[18] FCC's First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. August 8, 1996) at ¶ 176. *See also* 47 C.F.R. § 51.5.

and the dispatcher needs to call the party back), that call must be placed via a *different* line that is *not* part of the E911 network – a line that is equipped for basic telephone service. Regular telephone calls cannot be dialed by the PSAP dispatcher via the E911 network. Thus, the E911 arrangement is not capable of supporting two-way traffic and, therefore, cannot support the mutual exchange of traffic.

Q HAS AT&T FLORIDA NONETHELESS PROPOSED CONTRACT LANGUAGE TO ACCOMMODATE THIS SCENARIO?

A. Yes. As I stated above, AT&T Florida has proposed contract language to address the circumstance when an AT&T Florida end user needs to access an Intrado-served PSAP. (*See* Neinast Exhibit MN-1, Sections 5 and 6.)

Q. WHY HAS AT&T FLORIDA PROPOSED CONTRACT LANGUAGE WHEN IT DOES NOT BELIEVE IT IS OBLIGATED TO INCLUDE SUCH LANGUAGE IN THE ICA?

A. AT&T Florida provides contract language out of an abundance of caution in the event the Commission decides that such matters must be included in a Section 251 ICA. If that were to occur, AT&T Florida needs to have its competing language before the Commission to demonstrate the problems with Intrado's one-sided language.

Intrado has raised issues regarding its need for terms and conditions to be reciprocal to reflect that either Party may be responsible for routing

calls to their PSAP customers. For example, on page 42 of its Petition, Intrado states:

> Intrado also has made AT&T's original language regarding 911/E911 rights and obligations reciprocal so that it addresses each Party's obligations regardless of whether the primary provider of those services in a particular geographic area is AT&T or Intrado.

Yet the language Intrado has proposed is anything but "reciprocal." As discussed by Mr. Neinast regarding Issue 3 and related issues, Intrado's language inappropriately imposes unequal obligations upon AT&T Florida.

While AT&T Florida believes Scenario 2 is not properly included in a Section 251 ICA, and will enter into a commercial agreement if so requested, to the extent the Commission disagrees, AT&T Florida's proposed language (which *is* appropriately reciprocal) should be adopted.

Q. DOES AT&T FLORIDA INTERCONNECT WITH OTHER ILECS FOR COMPLETION OF E911 CALLS?

A. Yes. AT&T Florida interconnects with adjacent ILECs for handling of E911 calls. The ILECs' geographic footprints do not always align with municipal boundaries, making such interconnection essential for prompt emergency response. This ILEC to ILEC arrangement permits AT&T Florida's end users to access other ILECs' E911 customers, as may be appropriate, and vice versa. It also permits transfer of calls between

emergency responders serving adjacent areas. Importantly, however, these arrangements are pursuant to commercial agreements, not Section 251(c) interconnection agreements. Intrado's attempt to force such arrangements into a Section 251 ICA is novel and, to my knowledge, unprecedented – and appears to be primarily driven by Intrado's attempts to shift its costs onto AT&T Florida.

Q DOES AT&T FLORIDA ALSO OPPOSE INCLUDING SCENARIO 3 (SELECTIVE ROUTER TO SELECTIVE ROUTER CALL TRANSFERS) IN A SECTION 251 ICA?

A. Yes. Scenario 3 involves establishing the capability for PSAPs served by AT&T Florida and by Intrado to have calls transferred between them via Selective Router to Selective Router call transfers between AT&T Florida and Intrado. AT&T Florida does not believe it is required by Section 251(c) to offer Selective Router to Selective Router transfers pursuant to an ICA. Moreover, it is essential that the PSAPs requesting this service actively participate in negotiating such arrangements. Therefore, Scenario 3 should be covered by a separate commercial agreement, not a Section 251 ICA. AT&T Florida commits to make Selective Router to Selective Router functionality available to PSAPs pursuant to a commercial agreement that includes all affected parties, upon PSAP request.

Q. HAS AT&T FLORIDA NONETHELESS PROPOSED CONTRACT LANGUAGE TO ACCOMMODATE THIS SCENARIO 3?

A. Yes. As discussed by Mr. Neinast, PSAPs typically only require transfer functionality when a call needs to be redirected to a different PSAP to reach the appropriate emergency responders. It is the PSAP customers, however, not the LECs, that request the ability to effectuate such transfers.

Accordingly, the LECs should enter into an agreement that reflects the particular needs of the affected PSAPs, with the PSAPs' participation. Such an arrangement cannot be adequately addressed in an ICA between two parties. AT&T Florida has proposed language that obligates the parties to coordinate and cooperate with requesting PSAPs for such an arrangement. (*See* Neinast Exhibit MN-1, Section 1.4.)

ISSUE 1(c): OF THE SERVICE IDENTIFIED IN ISSUE 1(a), FOR WHICH, IF ANY, SHOULD RATES APPEAR IN THE ICA?

ISSUE 1(d): FOR THOSE SERVICES IDENTIFIED IN ISSUE 1(c), WHAT ARE THE APPROPRIATE RATES?

Q. SINCE YOU HAVE STATED THAT AT&T FLORIDA IS NOT OBLIGATED TO OFFER INTRADO SECTION 251(c) INTERCONNECTION FOR ANY OF THE SERVICES IT PROVIDES, WHAT, IF ANY, RATES FOR THESE SERVICES SHOULD APPEAR IN THE ICA?

A. Since AT&T Florida has agreed to include terms and conditions for Scenario 1 in the ICA, any related Section 251 rates should be included in the ICA as well. However, it is only appropriate to include relevant prices in the ICA for Scenarios 2 and/or 3 to the extent the Commission requires inclusion of terms and conditions for such interconnection.

That notwithstanding, there may be terms and conditions associated with these interconnection scenarios for which prices are contained in AT&T Florida's tariffs and not in the ICA. For example, Appendix 911 NIM Section 2.3 provides that each party is responsible for the facilities on its side of the POI. To the extent Intrado chooses to obtain facilities from AT&T Florida to meet this obligation (rather than obtaining them from another carrier or self-providing), these facilities would be leased pursuant to AT&T Florida's special access tariff – not the ICA. In such cases, it would be improper to include the prices in the ICA.

Q. HAS AT&T FLORIDA PROPOSED RATES SPECIFIC TO 911 SERVICE?

A. No. AT&T's 9-state template does not include prices relative to 911 service, *e.g.*, database charges. Likewise, AT&T does not propose to charge for interconnection trunks pursuant to the ICA. However, as I stated above, AT&T Florida does offer to lease tariffed special access facilities to Intrado (on Intrado's side of the POI) that Intrado may use to provide 911 service.

Q. HAS INTRADO PROPOSED RATES FOR THE 911 INTERCONNECTION IT SEEKS?

A. No, Intrado did not propose any 911 charges.[19] The parties have therefore agreed, for all intents and purposes, that there will be no charges to each other for 911 interconnection.

Q. PLEASE PROVIDE A BRIEF SUMMARY OF YOUR TESTIMONY FOR ISSUE 1.

A. Intrado intends to offer only emergency services and seeks to interconnect with AT&T Florida for those services. There are three basic scenarios regarding E911 network interconnection that are the subject of Issue 1:

1. Intrado delivers E911 traffic (originated by its own end users, if there were any, and by other carriers' end users) to AT&T Florida for completion to AT&T Florida-served PSAPs. AT&T Florida agrees to include terms and conditions for this circumstance; therefore, the Commission need not consider whether or not AT&T Florida is obligated to include such provisions.

[19] While Intrado has not provided AT&T Florida with any charges it intends to impose, Intrado has proposed language in Appendix 911 Section 6.1.1.2 that, to the extent AT&T Florida does not segregate 911 traffic to route directly from the end office to Intrado's Selective Router, AT&T Florida will bear any and all costs Intrado might incur as a result. Mr. Neinast explains the technical aspects of Intrado's language in his testimony for Issue 3(a). Intrado's language is another demonstration of its objective to improperly shift its costs to AT&T Florida and/or impose additional costs on AT&T Florida.

2. AT&T Florida delivers E911 traffic (originated by its own end users) to Intrado for completion to Intrado-served PSAPs. AT&T Florida does not believe it is obligated by Section 251(c) to include terms and conditions for this arrangement in the ICA. In the event the Commission disagrees, AT&T Florida offers Sections 5 and 6 in Appendix 911 to reflect reciprocity in the parties' E911 responsibilities.

3. Certain PSAPs request that AT&T Florida (and Intrado) offer the ability to transfer emergency calls between them (*i.e.*, the PSAPs) serving adjacent areas. AT&T Florida does not believe it is required by Section 251(c) to offer Selective Router to Selective Router transfers pursuant to an ICA. Moreover, it is essential that the PSAPs requesting this service actively participate in negotiating such arrangements. AT&T Florida commits to make Selective Router to Selective Router functionality available to PSAPs pursuant to a commercial agreement that includes all affected parties, upon PSAP request. AT&T Florida proposes language to capture this commitment in Appendix 911, Section 1.4.

ISSUE 2: IS AT&T'S 9-STATE TEMPLATE INTERCONNECTON AGREEMENT THE APPROPRIATE STARTING POINT FOR NEGOTIATIONS? IF NOT, WHAT IS?

Q. IS AT&T'S 9-STATE TEMPLATE INTERCONNECTION AGREEMENT THE APPROPRIATE STARTING POINT FOR NEGOTIATIONS?

A. Yes, it is. AT&T's 9-state template was specifically designed for CLEC ICAs in its 9-state (former BellSouth) territory and is therefore the appropriate starting point for negotiations of an ICA with Intrado in Florida. This template reflects the appropriate terms and conditions and network architecture for services AT&T offers in the 9-state region and accommodates the unique state-specific legal and regulatory requirements, network, technical, operational, operations support systems ("OSS"), policies, etc, for the former BellSouth region, including Florida. AT&T offered Intrado the 9-state template for Florida, and the parties commenced negotiations on those documents.

In contrast, the 13-state template was designed for CLEC ICAs in AT&T's 13-state (former SBC) territory and does not accommodate the particular characteristics present in Florida.

Q. HOW WOULD A COMMISSION DECISION TO UTILIZE THE 9-STATE TEMPLATE FOR INTRADO'S FLORIDA ICA AFFECT OTHER ISSUES IN THIS ARBITRATION?

A. If the Commission agrees with AT&T Florida that the 9-state template provides the proper framework for the parties' ICA, a number of issues in this arbitration would be eliminated. Many issues associated with the

13-state appendices (*i.e.*, GTC, NIM, ITR, OET, IC, PC, and Pricing[20]) would be moot, as well as portions of some of the remaining issues. Thus, the only issues outstanding for the Commission to resolve would be threshold Issue 1, plus those issues specifically associated with the parties' interconnection for 911 service, which includes Issues 3-5, portions of 7a, 8b, 9-11, and 24. In addition, there are some disputes not specific to 911 service that AT&T Florida expects Intrado would introduce to the 9-state template. These issues include Issue 6, 12, 13a, 14a, 29a, 29b, 30a, 30b and possibly, to a limited degree, 36. *See* Exhibit PHP-2 for a matrix of issues remaining for arbitration with the use of the 9-state template. The 911 issues represent the crux of the parties' dispute, so a decision to utilize the 9-state template would enable the Commission to focus its attention on issues of substance.

Q. YOU MENTIONED THAT CERTAIN ISSUES WOULD NOT EXIST WITH THE 9-STATE TEMPLATE. WHY WOULD THESE ISSUES BE ELIMINATED (OR LIMITED) FROM THE ARBITRATION?

A. Certain issues are specific to 13-state language in dispute, specifically Issues 7b, 13b, 14b, 15, 16, 25a, 31, 32, and 34a, and 34b. Intrado's disputes are not present in the 9-state language for these issues (and AT&T Florida will not introduce them). *See* page one of Exhibit PHP-3 for a matrix that depicts the relevant ICA sections and a brief

[20] General Terms and Conditions ("GTC"), Network Interconnection Methods ("NIM"), Interconnection Trunking Requirements ("ITR"), Out of Exchange Traffic ("OET"), Intercarrier Compensation ("IC") and Physical Collocation ("PC").

explanation for their exclusion. In addition, some other issues with multiple language sections in dispute are partially eliminated. See page two of Exhibit PHP-3 for a matrix depicting those issues that are partially eliminated from the arbitration, with the corresponding ICA references.

Q. WHAT CRITERIA DID YOU USE TO DETERMINE WHICH ISSUES (OR PARTS OF ISSUES) COULD BE ELIMINATED AND WHICH WOULD BE RETAINED?

A. I examined the 13-state language for each ICA section in dispute and looked for comparable language in the 9-state template. If I found similar language that I believed Intrado would seek to modify, I retained that as an issue for arbitration; if I did not, I assumed it would be omitted.

Consider, for example, the parties' dispute in Issue 29(a) regarding Pricing Sections 2.2 and 2.3. Pricing Section 2.2 contains language regarding the appropriate increment for rounding local usage (in six-second increments versus to the next whole minute) prior to assessing reciprocal compensation charges. Since the 9-state ICA provides that reciprocal compensation charges are based on factors rather than actual usage, the dispute about how to round usage no longer makes sense, and Pricing Section 2.2 can be eliminated from consideration in Issue 29(a).

Pricing Section 2.3 considers how to round mileage (to the next mile versus to the next one-fifth mile) before assessing facility charges. Since there is language in 9-state Attachment 2 Section 2.3.11 stating that facility mileage is to be rounded to the next mile, I assumed Intrado would maintain its dispute that the proper rounding increment is one-fifth mile. Thus, Issue 29(a) is retained for Pricing Section 2.3.

Q. WHAT WOULD BE THE PRACTICAL RESULT IF THE COMMISSION REQUIRED AT&T TO USE THE 13-STATE TEMPLATE FOR INTRADO'S NEW ICA IN FLORIDA?

A. If the Commission were to order AT&T Florida to negotiate an ICA with Intrado based on the 13-state template, AT&T would need to undertake a thorough analysis of the 13-state template to determine what language would need to be added, deleted and/or changed to accommodate the particular requirements for a CLEC ICA in Florida. Such an analysis could take several months or longer, depending, in part on the volume of ICA porting requests AT&T must undertake (using the same resources) during the same time period. In addition, the result of that review would most certainly generate new issues to be presented for arbitration. Since Intrado has expressed a sense of urgency in executing an ICA with AT&T Florida, it is surprising that they adamantly refuse to use an ICA template that does not impose such hurdles.

Q. BRIEFLY DESCRIBE AT&T'S EXPERIENCE "NEGOTIATING" WITH INTRADO FOR A FLORIDA ICA.

A. As I stated, AT&T provided Intrado with its 9-state generic template ICA as a starting point for negotiations in AT&T's 9-state region, including Florida.[21] There was a very limited exchange of redlines of that 9-state template. At the time Intrado provided AT&T with its redlines (October 2007), Intrado apparently agreed with AT&T that the 9-state template represented the appropriate documents to be negotiated for Florida. However, when Intrado filed its arbitration petition with the Commission on December 21, 2007, Intrado did not utilize the 9-state template the parties had begun negotiating from. Rather, Intrado redlined AT&T's 13-state template agreement – which is not now and never has applied in or been offered to CLECs for negotiation of a new ICA in Florida or anywhere in the former BellSouth 9-state region – to simply state that it encompassed all 22 states, including Florida and the entire 9-state region.

Q. IS AT&T OBLIGATED TO NEGOTIATE AND ENTER INTO A NEW INTERCONNECTION AGREEMENT WITH INTRADO IN FLORIDA THAT IS BASED ON AT&T'S 13-STATE TEMPLATE?

A. No. It is evident to me that there is nothing in the 1996 Telecom Act requiring AT&T to negotiate for a Florida ICA using such a template.

[21] AT&T also provide Intrado with its 13-state template for negotiation in the 13-state region.

Q. DOES INTRADO CONTEND THAT THE 1996 ACT REQUIRES AT&T TO NEGOTIATE WITH INTRADO FOR AN ICA BASED ON A TEMPLATE NEVER INTENDED FOR APPLICATION IN FLORIDA?

A. No. To my knowledge Intrado relies exclusively on its recently stated preference for AT&T's 13-state template.

Q. DID INTRADO REQUEST THAT AT&T PORT AN INTERCONNECTION AGREEMENT FROM A FORMER SBC STATE (*i.e.*, 13-STATE REGION) TO FLORIDA?

A. No. Intrado did not select any currently effective ICA from another state and request that it be ported to Florida.[22] That, however, is the only situation in which AT&T is obligated to provide such an agreement, and then, only after modifications are made as provided for by the FCC. It is only in the context of this arbitration that Intrado claims it was seeking a Florida ICA based on AT&T's 13-state template. Had Intrado made a porting request, the history of this case and the negotiations would have been entirely different.

Q. HAVE THE PARTIES ENGAGED IN NEGOTIATIONS SUBSEQUENT TO THE COMMENCEMENT OF THIS ARBITRATION?

A. Yes, although the parties have not specifically discussed the ICA in the context of this Florida arbitration. Both the Ohio Public Utilities Commission (PUCO) and the North Carolina Utilities Commission

[22] Intrado did not make a porting request but rather initiated a request to negotiate a brand-new interconnection agreement with AT&T.

(NCUC) abated their respective proceedings (Ohio for 30 days and North Carolina for 45 days) so the parties could negotiate the issues presented for arbitration.[23] Since the parties had virtually no negotiations prior to Intrado's arbitration filings, this very limited time was allocated so the parties could negotiate the issues presented for arbitration with the expectation that the issues would be clarified and that, hopefully, at least some of the issues would be resolved between the parties.[24]

Q. HAVE THE PARTIES REACHED AGREEMENT ON THIS FUNDAMENTAL ISSUE 2?

A. No. Although in post-arbitration negotiation sessions the parties agreed to use AT&T's 13-state Appendix 911 and have created a new Appendix 911 NIM as the basis for certain contract language in Florida (*see* Exhibits MN-1 and MN-2), they were unable to agree on the template to be used for the remainder of the ICA.

Q. PLEASE SUMMARIZE YOUR TESTIMONY ON ISSUE 2.

A. AT&T's 9-state (former BellSouth) template was specifically designed to accommodate the requirements (*e.g.,* network architecture, system,

[23] On December 21, 2007, Intrado filed for arbitration with AT&T in four states: Alabama, Florida, North Carolina, and Ohio.

[24] During the limited time available, the parties have been struggling to agree on what language remains in dispute and which issues are to be presented to the commissions for arbitration. Accordingly and at the parties' joint request, the North Carolina and Ohio commissions extended their arbitration schedules an additional 30 days – still significantly less than the 135-160 days allotted for negotiations by the Act.

service offering, legal, and regulatory) of AT&T's former BellSouth 9-state region. It is from this template that the parties' commenced and engaged in negotiations (however limited) prior to Intrado's arbitration filing. Using this template would eliminate many of the disputed issues from this arbitration, permitting the Commission to focus on matters of substance.

AT&T's 13-state (former SBC) template was never intended for use in the 9-state region, nor was it offered to Intrado for such use. A decision to utilize the 13-state template would require significant and time-consuming analysis of that template to identify language that must be changed for Florida – which would result in additional, as-yet unidentified issues requiring arbitration. Additionally, this is not the agreement that the parties started negotiating from for Florida, so it is not appropriate as a basis for this arbitration.

ISSUE 9: TO THE EXTENT NOT ADDRESSED IN ANOTHER ISSUE, WHICH TERMS AND CONDITIONS SHOULD BE RECIPROCAL? (911 Section 10.1, 11.1, 11.3; OET Section 1.1)[25]

Q. WHAT IS THE PARTIES' DISPUTE IN APPENDIX 911 SECTION 10?

[25] Mr. Neinast provides testimony for other ICA sections reflected as disputed in Issue 9.

A. Appendix 911 Section 10.1 addresses compensation for access to 911 services. The parties agree that rates for such access pursuant to Section 251 of the Act are set forth in Appendix Pricing. However, Intrado objects to AT&T Florida's language (bold underline) providing that access tariff pricing (rather than ICA pricing) might be appropriate in certain situations.

> Rates for access to the Parties' 911 and E911 Databases, trunking and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act as set forth in the **AT&T-(STATE)** Appendix Pricing **or the applicable Party's Commission-approved access tariff**.[26]

As I stated above for Issues 1(c) and 1(d), the parties have not proposed rates for 911 database functions or trunking, so there would be no relevant prices in Appendix Pricing. Furthermore, Appendix Pricing is a 13-state document that would not apply in Florida (since pricing is state specific).

Q. PLEASE PROVIDE AN EXAMPLE OF WHEN ACCESS TARIFF PRICING WOULD BE APPROPRIATE FOR THE PROVISION OF 911 SERVICES.

A. A simple example would be a situation where Intrado sought to lease facilities from AT&T Florida to provide 911 service to a PSAP. When

[26] Throughout this testimony, I reflect the parties' disputed ICA language as follows: AT&T Florida's language to which Intrado objects is reflected in **bold underline** font. Intrado's language to which AT&T Florida objects is reflected in ***bold italics*** font. Text that is in normal font or simply **bold** is agreed to by the parties.

AT&T Florida is not obligated to offer such facilities pursuant to the ICA (*e.g.,* dedicated transport on a route that is not impaired and therefore not offered in the ICA), Intrado would order and pay for such facilities pursuant to AT&T Florida's access tariff. Further, to the extent Intrado elected to utilize AT&T Florida's facilities to connect to the POI, such facilities would also be ordered and priced pursuant to AT&T Florida's special access tariff. Thus, AT&T Florida's inclusion of the Commission-approved access tariff as applicable in some circumstances is appropriate and should be adopted.

Q. WHAT IS THE PARTIES' DISPUTE IN APPENDIX 911 SECTIONS 11.1 AND 11.3?

A. The parties disagree about whether to use the term "customers" or "End Users" to describe the limits to each party's 911 liability. A representative sample of the disputed language is reflected in Section 11.3 and states:

> Each Party agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss arising out of either Party's 911 System hereunder or out of either Party's **customers' or** End Users' use of the 911 System ...

Intrado may (and AT&T Florida does) provide wholesale and/or retail service to other carriers and, as I discuss in my testimony for Issue 31, carriers are not End Users and End Users are not carriers. Including customers in this language affords both parties protection from loss

arising from *all* of the other party's customers, not just those defined by the ICA as End Users.

The use of the term End Users, as proposed by Intrado, is too narrow and does not adequately capture the appropriate limits to each party's 911 liability. AT&T Florida's addition of the more general term "customer" is appropriate and should be adopted because there is an important distinction in the ICA between customers and End Users.

Q. WHAT IS THE PARTIES' DISPUTE REGARDING LANGUAGE IN OET SECTION 1.1?[27]

A. The language in dispute in Appendix Out-of-Exchange Traffic (OET) Section 1.1 is:

> This Appendix sets forth the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4). ***This Appendix does not govern the Parties' exchange of 911/E911 Service calls or the inter-Selective Router transfer of 911/E911 Service calls.***

Intrado proposes language (bold italics) to exclude the exchange of 911 calls and inter-SR calls from the OET appendix. This language is unnecessary because the definition of out-of-exchange traffic in OET Section 1.4 already excludes 911 traffic:

[27] This language dispute (OET Section 1.1) is not present in the 9-state template and need not be addressed by the Commission unless it requires use of the 13-state template. I have included this testimony here to avoid any confusion that might be caused by reflecting the same issue (albeit for different ICA sections) in two places.

> For purposes of this Appendix only, **"Out of Exchange Traffic"** is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver ...

Intrado's additional language is unnecessary and should be rejected.

ISSUE 11: WHAT ARE THE OBLIGATIONS AND RESPONSIBILITIES OF EACH PARTY TO COLLECT AND REMIT 911/E911 SURCHARGES, AND TO PROVIDE ANY RELATED REPORTS? (911 Sections 7.2.1.1, 7.2.1.2, 7.2.2, 7.2.2.1, 7.2.2.2)

Q. ARE THE PARTIES IN GENERAL AGREEMENT REGARDING HANDLING OF 911 SURCHARGES?

A. Yes. The parties agree that each is responsible for collecting 911 surcharges from its end users and remitting them to the proper government agencies. And while language in 911 Sections 7.2.1.1 and 7.2.1.2 is still reflected as disputed, the parties resolved this language in negotiations for their ICA in Ohio and can, I believe, reach similar resolution for Florida.

Q. WHAT IS THE DISPUTE IN 911 SECTION 7.2.2 AND ITS SUBSECTIONS?

A. AT&T Florida has proposed additional language to address the parties' respective obligations when Intrado is operating as a reseller of basic local exchange service.

> **7.2.2 For CLEC as a Reseller, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:**
>
> **7.2.2.1 CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.**
>
> **7.2.2.2 AT&T-(STATE) shall include Reseller CLEC information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).**

This language clearly sets forth how 911 surcharges will be handled if Intrado ever operates as a reseller. When Intrado is not operating as a reseller, this language is not invoked, and there is no harm to Intrado by including it in the ICA. However, since Intrado is authorized to be a reseller in Florida, and the ICA will include resale provisions, the ICA should also include provisions for the associated 911 responsibilities. In addition, because other CLECs that may operate as resellers can adopt this ICA, inclusion of this language is important.

ISSUE 12: ARE 911/E911 CALLS EXCHANGED BETWEEN THE PARTIES SUBJECT TO INTERCARRIER COMPENSATION? (IC Sections 1.1, 6.1)

Q. DO AT&T FLORIDA AND INTRADO AGREE IN PRINCIPLE WITH RESPECT TO INTERCARRIER COMPENSATION FOR E911 SERVICE CALLS?

A. Yes. The parties agree that E911 calls are not subject to intercarrier compensation. The question in this issue is not whether such calls are subject to intercarrier compensation – they are not. The question is how should the ICA capture the exclusion.

Q. GIVEN THAT THE PARTIES AGREE IN PRINCIPLE, WHAT IS THE REAL DISPUTE IN THIS ISSUE?

A. AT&T Florida's position is that the agreed upon language is sufficient. IC Section 1.1 provides that Appendix Intercarrier Compensation "does not apply to 911 Service or E911 Service calls delivered to either AT&T-(STATE)'s 911 System or CLEC's 911 System."

Despite the clear language already set forth in IC Section 1.1, Intrado proposes the following additional language that goes beyond the scope of the ICA and to which AT&T Florida objects.

> ***Such calls shall not be billed at reciprocal compensation rates, access rates, transit rates, or any other intercarrier compensation rate.***

Since the appendix in its entirety does not apply to E911 traffic, it is inappropriate to include in the ICA any *additional* language with respect to compensation for E911 calls. Moreover, such language could be in conflict with other terms and conditions, either within the ICA or in a separate agreement or tariff. For example, if the parties (or a CLEC adopting Intrado's ICA) negotiated a separate agreement for the express purpose of transiting 911 calls, and that contract included a charge for that service, it is unclear which contract term would prevail – Intrado's ICA provision that there shall be no transit charge, or the commercial agreement that specifically sets forth a transit charge.

IC Section 1.1 already provides that 911 calls are not subject to Appendix Intercarrier Compensation. This language is sufficient. Intrado's additional language, which goes beyond the scope of the ICA, should be rejected because it creates an unnecessary potential for future disputes.

Regarding IC Section 6.1, AT&T Florida agrees to Intrado's proposed deletion of "911 Service traffic," resolving the language dispute in that section. 911 Service traffic is already excluded from intercarrier compensation by the agreed-upon language in Section 1.1.

ISSUE 13(a): WHAT SUBSET OF TRAFFIC, IF ANY, SHOULD BE ELIGIBLE FOR INTERCARRIER COMPENSATION WHEN EXCHANGED

BETWEEN THE PARTIES? (GTC Sections 1.1.84, 1.1.122; IC Sections 1.2, 4.1, 5.1, 16.1; ITR Sections 2.14, 12.1, 12.2)

Q. PLEASE PROVIDE AN OVERVIEW OF THIS ISSUE, SINCE THERE ARE NUMEROUS ICA SECTIONS IN DISPUTE.

A. The parties disagree as to the proper definitions for "Section 251(b)(5) Traffic," "ISP-Bound Traffic" and "Switched Access Traffic." AT&T Florida defines these terms with specificity to clearly articulate the conditions under which traffic is subject to intercarrier compensation. Intrado's proposed language that generally defines these terms in accordance with "Applicable Law" is unnecessarily vague and should be rejected. The parties also disagree regarding application of those terms to other provisions in the ICA.

Q WHY HAS AT&T FLORIDA PROPOSED A COMPREHENSIVE DEFINITION FOR SECTION 251(b)(5) TRAFFIC?

A. AT&T Florida's proposed definition for Section 251(b)(5) traffic,[28] set forth below, accurately reflects the specific criteria applied in determining what traffic is subject to reciprocal compensation.

> **Section 251(b)(5) Traffic" shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:**

[28] AT&T Florida has proposed its definition of Section 251(b)(5) Traffic be included in both the GTCs (Section 1.1.124) and Appendix IC (Section 4.1). Intrado has not objected to this definition appearing twice; rather Intrado has proposed the same competing language in both instances.

a. **both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or**

b. **both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.**

Intrado's proposed definition is unnecessarily vague:

"Section 251(b)(5) Traffic" is as defined by Applicable Law, including the rules, regulations and orders of the FCC and courts of competent jurisdiction.

It is not clear whether Intrado disagrees with the substance of AT&T Florida's language or simply prefers a vague definition that is open to differing interpretations. AT&T Florida's specific definition is consistent with the language previously adopted by the Public Utilities Commission of Ohio[29] and should be adopted here.[30]

Q. WHAT IS DISPUTE REGARDING THE DEFINITION OF ISP-BOUND TRAFFIC?

[29] See, for example, *In the Matter Of TelCove Operations, Inc.'s Petition for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, and Applicable State Laws for Rates, Terms, and Conditions of Interconnection with Ohio Bell Telephone Company d/b/a SBC Ohio*, Case No. 04-1822-TP-ARB, Arbitration Award dated January 25, 2006, Issue 37.

[30] Since this language is 13-state language never presented for arbitration in Florida, there can be no prior state-specific ruling to reference. It is therefore appropriate to consider that a 13-state commission (in this case, Ohio) adopted this language.

A. The parties dispute is reflected by the following language:

> "**ISP-Bound Traffic**" shall mean telecommunications traffic, ***defined*** in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order")., **"ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and AT&T-(STATE) in which the originating End User of one Party and the ISP served by the other Party are:**
>
> a. **both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or**
>
> b. **both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.**

As with the definition of Section 251(b)(5) Traffic, AT&T Florida has proposed additional language be included in the definition of ISP-Bound Traffic to clearly articulate what is intended.[31] Accordingly, AT&T Florida's language should be adopted.

[31] AT&T Florida has proposed its definition of ISP-Bound Traffic be included in both the GTCs (Section 1.1.84) and Appendix IC (Section 5.1). Intrado has not objected to this definition appearing twice; rather Intrado has proposed the same competing language in both instances.

Q. BRIEFLY DISCUSS THE PARTIES' DISPUTE REGARDING THE DEFINITION OF SWITCHED ACCESS TRAFFIC.

A. AT&T Florida has proposed a comprehensive definition of Switched Access Traffic, while Intrado simply wants a vague reference to Applicable Law.[32]

> For purposes of this Agreement only, Switched Access Traffic shall ***be defined consistent with Applicable Law.*** **mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-(STATE)'s local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement.** ***To the extent required by Applicable Law***, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges;

[32] AT&T Florida has proposed its definition of Switched Access Traffic be included in both Appendix IC (Section 16.1) and Appendix ITR (Section 12.1). Intrado has not objected to this definition appearing twice; rather Intrado has proposed the same competing language in both instances.

provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks.

The Ohio state commission previously adopted the same language AT&T Florida proposes here.[33] As with other 13-state language in dispute, which was intended for 13-state application, the Commission has not had occasion to consider this language. In absence of specific Florida precedent and because there is no further direction from the FCC regarding this type of traffic, the Commission should follow the lead of the Ohio commission, which has experience with the 13-state language, and adopt AT&T Florida's language.

Q. WHAT OTHER DISPUTED LANGUAGE IS ENCOMPASSED BY THIS ISSUE 13(a)?

A. The parties have a language dispute in IC Section 1.2, subsections of IC Section 16.1, and ITR Section 2.14.[34] This language relates to the type of services Intrado will be offering its end users.

AT&T Florida's language in IC Section 1.2 clarifies that Appendix IC applies to Intrado's "wireline local telephone exchange (dialtone) service." This is a wireline ICA, and Intrado should not be delivering

[33] TelCove Arbitration Award at pp. 16-18, SBC Issue 46.

[34] This language dispute is not present in the 9-state template and need not be addressed by the Commission unless it requires use of the 13-state template. I have included this testimony here to avoid any confusion that might be caused by reflecting the same issue (albeit for different ICA sections) in two places.

wireless traffic to AT&T Florida over local interconnection trunks pursuant to this agreement.[35] Likewise, in IC Section 16.1 (subsections i and ii) and ITR Section 2.14, Intrado's traffic delivered over the local interconnection trunks should be dial tone (*i.e.,* wireline) traffic originated by its end users. Accordingly, AT&T Florida's language should be adopted.

ISSUE 14(a): SHOULD THE TERMS AND CONDITIONS FOR THE EXCHANGE OF TRAFFIC FROM THIRD-PARTIES AND INTERLATA TRAFFIC BE RECIPROCAL? (IC Sections 3.5, 12.1)

Q. SHOULD THE TERMS AND CONDITIONS FOR THE EXCHANGE OF TRAFFIC FROM THIRD PARTIES BE RECIPROCAL?

A. No. AT&T Florida has direct interconnection arrangements with all other local exchange carriers doing business in its territory – none of that traffic will be carried by Intrado. Therefore, the language in IC Section 3.5 regarding intercarrier compensation arrangements with third parties is only applicable to Intrado (to the extent it originates and/or terminates traffic to third parties via AT&T Florida as the transit provider) and is not appropriate for AT&T Florida.

[35] AT&T Florida offers a different ICA to wireless carriers that accommodates the differing requirements of wireless service. If Intrado seeks to deliver wireless traffic to AT&T Florida, Intrado should request a wireless ICA. To the extent Intrado intends to deliver wireless 911 traffic to AT&T Florida, the parties have agreed that Appendix IC does not apply to 911 traffic.

Q. PLEASE DESCRIBE THE PARTIES' DISPUTE REGARDING INTERLATA TRAFFIC.[36]

A. Intrado proposes to make language regarding compensation for interLATA traffic reciprocal, to which AT&T Florida objects. IC Section 12.1 states:

> Where **CLEC** ***either Party*** originates or terminates its own End User InterLATA Traffic not subject to Meet Point Billing, **CLEC** ***the Party*** must purchase feature group access service from **AT&T-(STATE)** ***the other Party***'s state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

AT&T Florida does not provide interLATA service and therefore does not purchase related feature group access services from any carrier. Thus, Intrado's proposed reciprocity for interLATA traffic is inappropriate and should be rejected.

ISSUE 24: WHAT LIMITATION OF LIABILITY AND/OR INDEMNIFICATION LANGUAGE SHOULD BE INCLUDED IN THE ICA? (GTC Section 15.7)

Q. WHAT IS THE PARTIES' DISPUTE REGARDING 911 LIABILITY?

A. There are two parts to the language in dispute for GTC Section 15.7, which states as follows:

[36] The language dispute reflected in IC Section 12.1 is not present in the 9-state template and need not be addressed by the Commission unless it requires use of the 13-state template. I have included this testimony here to avoid any confusion that might be caused by reflecting the same issue (albeit for different ICA sections) in two places.

> **AT&T-(STATE)** shall not be liable to CLEC, its **customer** ***End User*** or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service ***unless attributable to AT&T-(STATE)***.

First, since Intrado will not be serving End Users (*see* Issue 31), AT&T Florida proposes the use of the word customer instead of End User. When PSAPs obtain service from Intrado, there is no doubt that they are customers, independent of the parties' dispute regarding the definition of End Users. Furthermore, Intrado indicates it intends to provide service to other carriers, such as wireless carriers and VOIP providers, and AT&T Florida does not agree that such carriers should be classified as End Users. Using the word customer rather than End User effectively sidesteps the dispute in Issue 31 regarding the definition of End Users.

Second, the parties disagree regarding the extent of AT&T Florida's liability pursuant to the ICA.

Q. WHY DOES AT&T FLORIDA OBJECT TO BEING HELD LIABLE FOR 911 FAILURES THAT MIGHT BE "ATTRIBUTABLE" TO AT&T FLORIDA?

A. Neither Intrado nor its customers should be allowed to hold AT&T Florida liable for personal injury, death or destruction of property for system and/or equipment "errors, interruptions, defects, failures or malfunctions of 911 service" that result from the normal course of doing

business. Such damage may very well be the result of actions outside of AT&T Florida's control, but might still be considered as "attributable to AT&T." For example, an independent contractor could inadvertently cut one or more E911 facilities. In the event of a major disaster, capacity in the facilities or at the emergency answering points might be inadequate to handle the volume of calls. In these circumstances, peoples' lives or property may be at stake. Such situations are unfortunate, but Intrado cannot hold AT&T Florida responsible for any and all damage resulting from such events. Furthermore, Intrado's Tariff includes liability language that would protect Intrado in such circumstances:

> The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: The Company shall repair or replace any item of its facilities or defective part thereof at its expense. The Company shall have the option to decide whether to repair or to replace its facilities.[37]

Q. WHY ARE SUCH BROAD LIMITS ON LIABILITY FOR 911 SERVICE APPROPRIATE?

A. Broad limits on liability for 911 service are not only appropriate, they are critical and essential to allow carriers to provide 911 service at all. Without the protection of a broad limitation of liability, the cost and risk

[37] *See* Intrado Tariff Section 2.9.2.2.

of providing 911 service would be prohibitive, and no carrier would reasonably be able (or willing) to provide 911 service without an exponential rate increase, and perhaps not even then. There is no reason to deny AT&T Florida the liability protection it requires, especially ;when Intrado is still able to protect itself through its tariffs.

ISSUE 29(a): WHAT ROUNDING PRACTICES SHOULD APPLY FOR RECIPROCAL COMPENSATION USAGE AND AIRLINE MILEAGE? (IC Section 14.4; Pricing Sections 2.2, 2.3)

Q. WHERE RATES ARE DISTANCE SENSITIVE, WHAT IS THE PROPER INCREMENT FOR ROUNDING?

A. The language in dispute regarding mileage rounding is reflected in Pricing Section 2.3:

> When the calculation results in a fraction of a mile, **AT&T-(STATE)** will round up to the next ***one-fifth (1/5)*** **whole** mile before determining the mileage and applying rates.

The proper increment for rounding distance sensitive rates is one mile, which is standard in the industry for carrier interconnection. For example, AT&T Florida's switched access tariff provides:

> To determine the rate to be billed, first compute the mileage using the V&H coordinates method for the points involved, then apply the per mile rate shown. If the calculation results in a fraction of a mile, always round up to the next whole mile

> before determining the mileage and applying the rates.[38]

AT&T Florida's tariff for Dedicated Access Services provides similar language:

> To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association Tariff FCC. No. 4, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.[39]

Intrado's proposed language to round mileage to the next one-fifth mile is inconsistent with industry standard and should be rejected. AT&T Florida's *mileage rounding increment of one mile should be adopted.*

Q. WHAT IS THE APPROPRIATE ROUNDING INCREMENT FOR RECIPROCAL COMPENSATION?[40]

A. The appropriate rounding increment for calculation of conversation time is one minute, not six (6) seconds as Intrado proposes. Similar language appears in both Pricing Section 2.2 and IC Section 14.4:[41]

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[38] BellSouth Telecommunications, Inc. Florida Access Services Tariff, Section E6.7.19.

[39] BellSouth Telecommunications, Inc. Florida Access Services Tariff, Section E6.7.4.6.

[40] This is an appropriate point to remind the Commission that AT&T's 13-state language was specifically crafted and intended for AT&T's former SBC states. (See my testimony for Issue 2.) The former BellSouth states, including Florida, bill intercarrier compensation based on factors rather than actual usage. In that context, any discussion of rounding increments is meaningless. This is just one very small example of where the 13-state language simply does not "fit" in Florida. Because AT&T has not undertaken the significant effort required to identify exactly what 13-state language would need to be changed to permit its application in Florida, I do not know what other language is problematic.

> For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded ***based on six (6) second intervals*** **to the next whole minute**.

The parties agree that reciprocal compensation is calculated based on actual conversation seconds, as opposed to including non-conversation time (which is how access usage is calculated). Thus, there is no reciprocal compensation charge for calls not completed. The parties also agree that usage is calculated on a trunk group basis.

Rounding usage to the next whole minute is standard industry practice for carrier billing. For example, AT&T Florida's switched access tariff provides:

> *BellSouth* ... access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each end office, and are then rounded up to the nearest access minute for each end office.[42]

[41] The language dispute reflected in Pricing Section 2.2 and IC Section 14.4 is not present in the 9-state template and need not be addressed by the Commission unless it requires use of the 13-state template. I have included this testimony here to avoid any confusion that might be caused by reflecting the same issue (albeit for different ICA sections) in two places.

[42] BellSouth Telecommunications, Inc. Florida Access Services Tariff, Section E6.7.8.

Q. WHAT IS THE POTENTIAL FINANCIAL IMPACT TO INTRADO IF RECIPROCAL COMPENSATION USAGE IS ROUNDED TO THE NEXT MINUTE INSTEAD OF IN SIX SECOND INCREMENTS?

A. The financial impact to Intrado is truly de minimus. IC Section 14.4 provides that usage is accumulated on each trunk group for a month, and then rounded up before being billed at the agreed-upon reciprocal compensation rate of $0.0007 per minute. So, hypothetically, if Intrado had 100 trunk groups delivering Section 251(b)(5) usage to AT&T Florida, and all were rounded up by a full minute (which would never happen), that would equate to *7 cents* per month for all 100 trunk groups together – or 84 cents per year. Even if Intrado had 1000 trunk groups to AT&T Florida, that is still only $8.40 per year. It is not even worth the arithmetic to be more accurate by backing out the fraction of a minute Intrado would pay based on six second rounding.

AT&T's industry standard practice of rounding reciprocal compensation usage to the next whole minute, which is in effect with other carriers, should be adopted.

ISSUE 29(b): IS AT&T PERMITTED TO IMPOSE UNSPECIFIED NON-RECURRING CHARGES ON INTRADO? (Pricing Sections 1.9.1, 1.9.2, 1.10.1)

Q. WHAT IS THE DISPUTE REFLECTED IN PRICING SECTIONS 1.9.1 AND 1.9.2?

A. For context, in Pricing Section 1.9, the parties have agreed that AT&T Florida's obligation to provide products and services to Intrado is limited to those for which rates, terms, and conditions are contained in the ICA. The parties also agreed in Section 1.9 that to the extent Intrado ordered a product or service not contained in the ICA, AT&T Florida would reject that order. If the order was for a UNE, Intrado could submit a Bona Fide Request ("BFR") in accordance with Appendix UNE's BFR provisions. If the order was for a product or service still available in AT&T Florida's tariff, Intrado could seek to amend the ICA to incorporate relevant rates, terms and conditions.

Pricing Sections 1.9.1 and 1.9.2 address what happens if Intrado orders a product or service not contained in the ICA and AT&T Florida provisions it nonetheless. The language in Sections 1.9.1 and 1.9.2 is as follows:

> 1.9.1 CLEC shall pay for the Product or Service provisioned to CLEC at the rates set forth in **AT&T-(STATE)**'s applicable intrastate tariff(s) for the Product or Service or, to the extent there are no tariff rates, terms or conditions available for the Product or Service in the applicable state, then ***AT&T-(STATE) shall propose rates pursuant to the process required in Sections 251 and 252 of the Act*** **CLEC shall pay for the Product or Service at AT&T-(STATE)'s current generic contract rate for the Product or Service set forth in AT&T-(STATE)'s applicable state-**

specific generic pricing schedule as published on AT&T-(STATE)'s CLEC website; or

1.9.2 CLEC will be billed and shall pay for the product or service as provided in Section 1.9.1, above, and AT&T-(STATE) may, without further obligation, reject future orders and further provisioning of the product or service until such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.9.

AT&T Florida's language in Section 1.9.1 provides that Intrado will pay the standard generic rate that another CLEC would pay for that same product or service (provided there is no tariff rate). Intrado's language requiring AT&T Florida to *propose* rates pursuant to the Act should be rejected. It is important to keep in mind in this example that Intrado has ordered, and AT&T Florida has provisioned, a product or service that is available to CLECs but is not in Intrado's ICA. AT&T Florida should not have to go through the process of proposing rates when it already has rates established. Moreover, Intrado has objected to AT&T Florida's language in Section 1.9.2 that would require Intrado to actually pay for these services.

AT&T Florida's language in Section 1.9.2 also provides that AT&T Florida may reject other orders for the same product or service until rates, terms and conditions are incorporated into the ICA. AT&T Florida should not be expected or required to continue providing service outside the ICA simply because it did so once.

AT&T Florida's language is entirely appropriate when you consider that Intrado has ordered a product or service for which it had no contract terms, but that AT&T Florida provisioned anyway.

Q. PLEASE EXPLAIN AT&T FLORIDA'S OBJECTION TO INTRADO'S PROPOSED LANGUAGE IN PRICING SECTION 1.10.1.

A. Pricing Section 1.10.1 addresses any rates in the Pricing Schedule that are "TBD" (to be determined). The parties have agreed to most of the language regarding TBD rates, including retroactive application of generic prices "without the need for any additional modification(s) to this Agreement or further Commission action." Intrado then adds this conflicting language: "*if the Parties have reached mutual agreement of the specified rate and the Commission has approved pursuant to the following process.*"[43] This language would require that 1) Intrado agrees to the prices, and 2) the Commission approves them. This language would improperly permit Intrado to object to prices even if the Commission had approved them. Accordingly, Intrado's language should be rejected.

ISSUE 36: SHOULD THE PARTIES IDENTIFY, BY CAPITALIZATION OR SOME OTHER MEANS, TERMS THAT HAVE BEEN FORMALLY DEFINED IN THE ICA?

[43] The "following process" includes, for example, AT&T Florida's notification to Intrado of the rate, effective date, and the amendment process.

Q. UNDER WHAT CIRCUMSTANCES SHOULD TERMS BE CAPITALIZED IN THE ICA?

A. AT&T Florida agrees that defined terms should be appropriately capitalized throughout the interconnection agreement based on the use of the terms. Such cosmetic revisions are normally made during the negotiation process or when conforming the ICA following arbitration of substantive issues, not raised as an issue for arbitration.

Since Intrado has raised this as an issue for arbitration, words should only be capitalized when their use is consistent with the defined term. There may be some occasions where Intrado has capitalized terms that are not used in a manner consistent with the definition. For example, in the 13-state template, End User is defined relative to customers of AT&T and Intrado specifically, not end users of other parties generally. The parties should make any capitalization revisions necessary during the process of conforming the ICA to the arbitration order and preparing it for signature. To the extent the parties have a remaining disagreement as to whether a particular word should be capitalized in the ICA, the parties may seek the Commission's assistance.

The following testimony addresses issues that are only present with the 13-state template. In the event the Commission determines in Issue 2 that the 9-state template is the proper basis for Intrado's Florida ICA, this testimony becomes irrelevant.

ISSUE 3(b): WHAT TRUNKING AND TRAFFIC ROUTING ARRANGEMENTS SHOULD BE USED FOR THE EXCHANGE OF TRAFFIC WHEN AT&T IS THE DESIGNATED 911/E911 SERVICE PROVIDER? (GTC Section 44.6.1.2)[44]

Q. WHY HAS AT&T FLORIDA PROPOSED LANGUAGE IN GTC SECTION 44.6.1.2 REGARDING THE 911 REQUIREMENTS FOR DATA-ONLY PROVIDERS?

A. AT&T Florida's language in GTC Section 44.6.1.2 sets forth the 911 requirements applicable to Intrado in the event it offers either terminating-only service (Section 44.6.1.2.1) and/or subsequently offers voice service (Sections 44.6.1.2.2 – 44.6.1.2.4) to end users. Because Intrado will not be providing basic local exchange service and will therefore not have end users dialing 911, it will operate in much the same way as data-only providers (which also do not provide dial tone services). If Intrado never offers its customers the ability to dial 911, then this language will never apply. However, AT&T Florida's language

[44] Mr. Neinast provides testimony for other ICA sections related to this Issue 3(b) and that are relevant to the arbitration independent of the Commission's finding in Issue 2 regarding the base template.

is appropriate for Intrado and should be adopted because the ICA will contain terms and conditions for Intrado to offer local exchange service, including the ability to dial 911, during the term of the agreement. Moreover, inclusion of this language is necessary in the event another carrier (that is a data-only provider) adopts this ICA.

ISSUE 7(b): SHOULD THE ICA INCLUDE TERMS AND CONDITIONS TO ADDRESS SUBSEQUENT MODIFICATIONS TO THE INTERCONNECTION AGREEMENT AND CHANGES IN LAW? IF SO, WHAT TERMS AND CONDITIONS SHOULD BE INCLUDED? (NIM Sections 1.26, 3.4.1)

Q. *WHAT IS THE PARTIES' DISAGREEMENT REGARDING LANGUAGE IN NIM SECTIONS 1.26 AND 3.4.1?*

A. The parties disagree as to how to accommodate interconnection methods that are not specifically set forth in the ICA. NIM Section 1.26 states:

> **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining Interconnection which shall be incorporated into the Interconnection Agreement **by amendment**. One or more of these methods may be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act ***and Applicable Law***.

Appendix NIM includes terms and conditions for physical collocation (Section 3.1), Virtual Collocation (Section 3.2), and Fiber Meet Point

(Section 3.3). The parties have agreed that the interconnection method is for the purpose of Section 251(c)(2) interconnection. However, Intrado proposes that such interconnection is also pursuant to some unidentified "Applicable Law." It is my understanding that the law applicable to the parties' interconnection is Section 251(c)(2). AT&T Florida objects to Intrado's language that could be interpreted in a manner that would expand AT&T Florida's interconnection obligations beyond that required by Section 251(c)(2) of the Act.

NIM Section 1.26 also provides that there may be another technically feasible method of interconnection, but that such method must be incorporated into the ICA by amendment. Section 3.4.1 addresses generally such "other interconnection methods":

> The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement **by amendment**.

It is unclear why Intrado would object to amending the ICA to memorialize such other interconnection method, since relevant terms and conditions would not otherwise be a part of the ICA. AT&T Florida's reference to incorporating another method of interconnection (i.e., *not* physical or virtual collocation or fiber meet point) into the ICA by amendment should be adopted.

ISSUE 13(b): SHOULD THE PARTIES COOPERATE TO ELIMINATE MISROUTED ACCESS TRAFFIC? (IC Section 16.2; ITR Section 12.2)

Q. WHAT IS THE DISPUTE REGARDING SWITCHED ACCESS TRAFFIC DELIVERED OVER LOCAL INTERCONNECTION TRUNKS?

A. The parties have agreed (*see* IC Section 16.1 quoted above for Issue 13(a)) that, with some exceptions, Switched Access Traffic will be delivered over Feature Group access trunks. To the extent Switched Access Traffic is improperly routed to local interconnection trunks,[45] the parties disagree as to the proper steps required to remedy the misrouting condition.

> If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups ***inconsistent with Applicable Law***, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. **If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 16.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or**

[45] Section 16.1(iv) of Appendix IC states: "Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party." This is the exception referenced in AT&T Florida's proposed language in IC Section 16.2.

any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.[46]

The parties have agreed to work cooperatively to identify such traffic with the goal of removing it from the local interconnection trunks. However, Intrado's agreement to assist AT&T Florida in this endeavor rings hollow in light of Intrado's objection to language requiring it to cooperate in actually eliminating the misrouted traffic. The effective result, if Intrado's position is adopted, would be to enable traffic washing and related access avoidance schemes[47] – with AT&T Florida's hands tied in its ability to forestall any such fraudulent behavior by third parties. AT&T Florida's language provides the appropriate course of action for the parties to follow when Switched

[46] AT&T Florida has proposed that its language regarding misrouted Switched Access Traffic be included in both Appendix IC (Section 16.2) and Appendix ITR (Section 12.2). Intrado has not objected to this definition appearing twice; rather Intrado has proposed the same competing language in both instances.

[47] Carriers route traffic based upon the local exchange routing guide ("LERG"), which tells carriers the end office, and local and access tandems, to which they are to route traffic. Some carriers, however, ignore this industry standard method of routing and instead of routing the call to the carrier that owns the terminating NPA NXX (as the LERG requires), they route to the carrier that offers the cheapest rates. Some carriers take this a step further and disguise their traffic by modifying the calling party number ("CPN") to protect the carriers that are engaged in this traffic washing. The result is what the industry has come to refer to as "phantom traffic." In this manner, some carriers manipulate and route their traffic to make it appear local in order to avoid legitimate access charges. It is this type of scenario for which AT&T Florida would seek Intrado's assistance to identify and eliminate such traffic from the local interconnection trunks.

Access Traffic is improperly routed to local interconnection trunks. Accordingly, AT&T Florida's language should be adopted.

ISSUE 14(b): WHAT TERMS AND CONDITIONS SHOULD APPLY TO ALTERNATE TANDEM PROVIDER TRAFFIC? (IC Section 17.4)

Q. WHAT IS AT&T FLORIDA'S OBJECTION TO INTRADO'S PROPOSED REVISIONS TO IC SECTION 17.4?

A. IC Section 17 deals with Alternate Tandem Provider traffic. The parties agree to language in Section 17.1 that describes an Alternate Tandem Provider as a carrier that provides tandem switching services to Intrado and that is directly connected with Intrado to deliver third party originated traffic to AT&T Florida's network for completion.

IC Section 17.4 addresses the situation where Intrado is the third party originating carrier and states:

> When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of ***the other Party*** **AT&T-(STATE)** who is functioning as the Third Party Terminating Carrier, **CLEC** ***the originating Party*** is responsible for all Minutes of Use ("MOUs") billed by ***the other Party*** **AT&T-(STATE)** for the termination of such traffic.

Intrado's proposed revisions create an inconsistent result and make no sense, because agreed-upon language in this Section 17.4 states that

the Alternate Tandem Provider traffic at issue is originated by Intrado's end users. AT&T Florida's language is consistent with the requirement that Intrado, as the originating carrier, is responsible for compensating the terminating carrier to complete a call, and should therefore be adopted.

ISSUE 15: SHOULD THE ICA PERMIT THE RETROACTIVE APPLICATION OF CHARGES THAT ARE NOT PROHIBITED BY AN ORDER OR OTHER CHANGE-IN-LAW? (IC Section 4.2.1, 4.2.2, 15.1)

Q. WHAT IS THE PARTIES' DISPUTE REGARDING INTERVENING LAW SPECIFIC TO THE FCC'S ISP COMPENSATION ORDER?[48]

A. The parties disagree on terms and conditions for retroactive treatment following modification or nullification of the compensation plan ("ISP Compensation Plan") set forth in the FCC's ISP Compensation Order. There are three sections in Appendix IC related to this issue.

First, AT&T Florida proposes in IC Section 4.2.1 that retroactive treatment would apply to traffic exchanged as "local calls." This is the appropriate classification of traffic to which a retroactive adjustment would apply. Intrado objects to this language, preferring a vague

[48] Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("ISP Compensation Order").

reference to intervening law. Intrado's added language "to which Intervening Law applies" is redundant and therefore unnecessary.

> Should a regulatory agency, court or legislature change or nullify the **AT&T-OHIO**'s designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to *apply uniformly to all traffic among* **AT&T-OHIO**, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged ***to which Intervening Law applies*** **as local calls within the meaning of this Appendix**.

Second, regarding Section 4.2.2, AT&T Florida proposes (in this testimony) that Section 4.2.2 be deleted in its entirety, which would eliminate the language dispute in this ICA section. The parties did not negotiate any language in Appendix Intercarrier Compensation for Florida, but I believe the deletion of Section 4.2.2 should be acceptable to Intrado.

Third, IC Section 15.1 also addresses retroactive treatment in the event the ISP Compensation Plan is "modified, eliminated or replaced."

> True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period **provided in** ***permitted by*** the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

AT&T Florida objects to Intrado's language in IC Section 15.1. A retroactive application of charges is appropriate only when an order specifically provides for such treatment. The term "permitted" is too broad, and could be interpreted to mean anything that is not forbidden by an order.

ISSUE 16: WHAT PROCESS SHOULD BE USED TO REBUT THE PRESUMPTION THAT CERTAIN TRAFFIC IS OR IS NOT ISP-BOUND TRAFFIC? (IC Section 5.4.1)

Q. WHAT IS THE LANGUAGE IN DISPUTE IN IC SECTION 5.4.1?

A. The parties' dispute is reflected by the following language excerpt from IC Section 5.4.1.

> Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the ***FCC or*** Commission. If a Party seeking to rebut the presumption takes appropriate action at the ***FCC or*** Commission **pursuant to Section 252 of the Act** and the ***FCC or*** Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the ***FCC or*** Commission for use in determining the ratio

> shall be utilized by the Parties as of the date of the ***FCC or*** Commission approval.

Q. WHAT IS AT&T FLORIDA'S OBJECTION TO INTRADO'S INCLUSION OF THE FCC AS BEING INVOLVED IN A PARTY'S ACTIONS TO REBUT THE 3:1 ISP-BOUND PRESUMPTION?

A. AT&T Florida objects to Intrado's language because the FCC specifically stated that state commissions are to be involved in a party's actions to rebut the 3:1 ISP-bound rebuttable presumption, not the FCC.

> A carrier may rebut the presumption, for example, by demonstrating to the appropriate state commission that traffic above the 3:1 ratio is in fact local traffic delivered to non-ISP customers. In that case, the state commission will order payment of the state-approved or state-arbitrated reciprocal compensation rates for that traffic. Conversely, if a carrier can demonstrate to the state commission that traffic it delivers to another carrier is ISP-bound traffic, even though it does not exceed the 3:1 ratio, the state commission will relieve the originating carrier of reciprocal compensation payments for that traffic, which is subject instead to the compensation regime set forth in this Order.[49]

Q. WHY DOES AT&T FLORIDA INCLUDE A REFERENCE TO SECTION 252 OF THE ACT IN THE CONTEXT OF REBUTTING THE 3:1 ISP-BOUND PRESUMPTION?

[49] ISP Compensation Order at ¶ 79.

A. Section 252 of the Act provides for the parties to voluntarily negotiate terms and conditions for conducting business. It also provides for state commission mediation and/or arbitration of issues for which the parties cannot reach agreement. Thus, it is appropriate for the ICA to reference Section 252 as the appropriate avenue for the parties to address the 3:1 rebuttable presumption for ISP-bound traffic with the Commission.

ISSUE 25(a): *SHOULD DISPUTED CHARGES BE SUBJECT TO LATE PAYMENT PENALTIES?* (GTC Sections 10.1.4, 10.5, 10.6.3)

Q. HAVE THE PARTIES AGREED IN PRINCIPLE TO THE APPLICATION (OR NOT) OF LATE PAYMENT CHARGES TO DISPUTED AMOUNTS?

A. Generally, yes. The parties have agreed to a "pay and dispute" bill payment methodology. Thus, Intrado must pay all bills on time or be subject to late payment charges. For amounts disputed in accordance with the ICA's terms, Intrado must still make payment to an interest-bearing escrow account on time to avoid late payment charges.

Q. SINCE THE PARTIES AGREE IN PRINCIPLE, WHAT IS THE DISPUTE?

A. In GTC Section 10.1.4, Intrado proposes to also excuse disputed amounts from any interest charges.

> Remittance in full of all bills rendered by CLEC is due within thirty (30) calendar days of each bill date (the "Bill Due Date"). To avoid late payment charges ***or interest,*** CLEC can either pay all billed charges to **AT&T-(STATE)** by the bill due date, or pay all undisputed billed charges to **AT&T-(STATE)** when due and pay any properly disputed and fact based claimed amounts into escrow by bill due date.

AT&T Florida agrees that Intrado can avoid late payment charges by paying disputed amounts into an interest-bearing escrow account. However, Intrado may still be subject to interest charges based on the resolution of the billing dispute. GTC Section 10.6.2.4 provides that "all interest earned on deposits to the escrow account will be disbursed to the Parties in the same proportion as the principal." Therefore, to the extent a dispute is resolved in AT&T Florida's favor, Intrado would be obligated to pay AT&T Florida the proportionate interest earned in the escrow account to which AT&T Florida is entitled. Intrado cannot avoid any and all interest charges by paying disputed amounts into an escrow account.

Q. WHAT IS THE INTEREST COST TO INTRADO ON FUNDS IT HAS HELD IN AN ESCROW ACCOUNT?

A. Nothing. The parties have agreed in GTC Section 10.6.2.1 that "[t]he escrow account must be an interest bearing account." The interest that is paid from the escrow account is therefore generated by the financial institution holding the account and does not come out of Intrado's pocket. Thus, paying interest imposes no added cost on Intrado – while

not paying such interest imposes a cost on AT&T Florida, because AT&T Florida would lose the time value of money that was rightfully owed by Intrado all along. It is for this reason that escrow and interest provisions are routinely placed in AT&T's ICAs.

Q. WHAT IS THE DISPUTE REGARDING GTC SECTIONS 10.5 AND 10.6.3?

A. GTC Sections 10.5 and 10.6.3, to which Intrado objects, both state:

> **Disputed Amounts in escrow will be subject to Late Payment Charges as set forth in Section 10.1.5.**[50]

Section 10.1.5 provides (agreed) terms and conditions for late payment charges when Intrado fails to pay its bill on time.

> If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to **AT&T-(STATE)** as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided below, as applicable.

Since Section 10.1.4 provides that payment of disputed amounts into escrow by the payment due date constitutes timely payment, the late payment charge terms and conditions set forth in Section 10.1.5 would not apply. To the extent Intrado pays into escrow past the bill due date,

[50] GTC Section 10.5 is a general statement regarding billing and payment, while Section 10.6.3 is specific to the escrow section of the ICA.

late payment charges are indeed appropriate up to the point payment is made. And it is this condition that is addressed by GTC Sections 10.5 and 10.6.3.

ISSUE 31: HOW SHOULD THE TERM "END USER" BE DEFINED IN THE ICA? (GTC Section 1.1.61)

Q. WHAT IS THE LANGUAGE IN DISPUTE REGARDING THE DEFINITION OF "END USERS"?

A. Section 1.1.61 of the General Terms and Conditions (GTCs) states:

> "**End Users**" means a third-party residence or business, ***including communications service providers and other governmental and non-governmental customers (e.g., E911 Customers),*** that subscribes to Telecommunications Services provided by any of the Parties at retail. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.[51]

Q. WHAT IS AT&T FLORIDA'S OBJECTION TO INTRADO'S DEFINITION OF "END USERS"?

A. AT&T Florida objects to Intrado's expansion of the definition of "End Users" to include communications service providers[52] and other

[51] Intrado's proposed language to which AT&T Florida objects is in bold italics font. Agreed upon language is in normal font.

[52] "Communications service providers" may refer to telecommunications carriers or information/enhanced service providers. While information/enhanced service providers may, in certain limited circumstances, be treated as end users, they are not always end users; nor are telecommunications carriers treated as end users. For simplicity, I use the general term

customers, such as E911 Customers. It is unclear what Intrado intended with its inclusion of "other communications providers" in its definition, but it is inappropriate to define "End Users" to include other carriers obtaining Intrado's retail services. In the context of 911 service, a carrier may only be considered an end user in the limited circumstance when it purchases basic local exchange service for administrative use. AT&T Florida's legal argument for excluding other carriers and E911 Customers (including PSAPs) from the definition of "End User" will be addressed in its briefs.

In addition, the parties have already agreed to the definition of E911 Customers in Section 2.8 of Appendix 911:

> **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

A municipality (*e.g.,* a county) may certainly be a customer, but it makes no sense to define an entire county as a single end user. The terms customer and end user are not interchangeable.

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carrier to refer to communications service providers – whether information/enhanced service providers or telecommunications carriers..

Q. YOU MENTIONED THAT IT IS INAPPROPRIATE TO CLASSIFY OTHER CARRIERS AS "END USERS." PLEASE EXPLAIN FURTHER.

A. The word "end" means last, whether in distance, time or sequence. In this instance, the "end user" is not necessarily Intrado's customer, because that customer may not be the last in the call sequence. For example, Section 5.1 of Intrado's tariff indicates that its IEN service may be offered to other carriers:

> Intelligent Emergency Network™ Services may have further customers for the purpose of interconnection who are a Local Exchange Carrier (LEC), Wireless Services Provider (WSP), a Telematics-type service provider, VoIP Service Provider (VSP) or any other originating communications provider (voice and/or data) requiring aggregation and termination of calls and/or data information to the 9-1-1 network for the purpose of obtaining or delivering emergency services.

Clearly, another local exchange carrier or wireless carrier is not an "end user" simply because it is Intrado's customer. Yet Intrado's definition would include as "End Users" other carriers purchasing a CLEC's retail service and then offering it to other carriers (*i.e.*, actually serving as a wholesale provider).

When Intrado's definition is applied to non-911 traffic, it could subject AT&T Florida to traffic washing and related access avoidance schemes because the carrier delivering traffic to Intrado would (by Intrado's

definition) be the originating end user. Such an application of the term end user could effectively manipulate the jurisdiction of a call such that it would appear to be a local call even though it was actually a toll call. Wholesale providers are not end users – they are carriers. Moreover, there are numerous occurrences in the interconnection agreement for which Intrado's definition of the term End User could make those provisions incorrect and/or unworkable.

Q. PLEASE PROVIDE AN EXAMPLE OF HOW INTRADO'S DEFINITION OF "END USERS" TO INCLUDE CARRIERS AND E911 CUSTOMERS WOULD MAKE OTHER PROVISIONS OF THE ICA MEANINGLESS.

A. The term "End User" is utilized in numerous provisions of Appendix IC – none of which would make any sense if End User was defined to include carriers, as Intrado proposes. In plain terms, reciprocal compensation provides that the originating carrier (providing local service to the calling party) compensates the terminating carrier (providing local service to the called party) for transport and termination of a local telephone call. On both ends of this local call, you have an individual (in the case of a voice call), *i.e.,* an end user – <u>not</u> a carrier. One specific example of this (and there are many) is found IC Section 3.7, to which the parties have agreed:

> For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and

> termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs.

This language makes clear that the End User is an individual, not a carrier and not an E911 Customer – carriers and E911 Customers do not place and receive local telephone calls. As I stated, the term "End User" is used throughout Appendix IC, and in none of those cases would it be appropriate for End User to mean carrier or E911 Customer. The same is true for Appendix Resale as well as various other appendices to the 13-state ICA.

Q. YOU HAVE PROVIDED AN EXAMPLE FROM THE 13-STATE TEMPLATE WHERE INTRADO'S DEFINITION OF "END USERS" IS UNWORKABLE. PLEASE PROVIDE AN EXAMPLE IN THE CONTEXT OF 911 SERVICE.

A. There are several examples of the problem created by including "E911 Customers" in the definition of "End Users," specifically in Appendix 911. For instance, Section 3.4 provides database terms and conditions when AT&T Florida is the 911 service provider. Subsection 3.4.1 (which is agreed language) states:

> Where **AT&T-(STATE)** is designated by the E911 Customer to manage the E911 Database **AT&T-(STATE)** shall provide CLEC access to the **AT&T-(STATE)** E911 Database to store CLEC's End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

When you substitute the term "E911 Customer" everywhere the term "End User" appears, the provision becomes nonsensical. Here, as elsewhere, the term "End Users" is intended to mean individuals with telephone service that permits them to dial 911 and for which database records are essential. The E911 Customer is not able to dial 911 and does not have "End User 911 Records" – unless it obtains a separate and distinct basic local exchange service line, in which case the individual is no longer (by definition) considered the "E911 Customer." Intrado's inappropriate expansion of the definition of the term "End Users" to include E911 Customers (a term already defined) and other "communications service providers" should be rejected.

Q. HOW DOES THE NATIONAL EMERGENCY NUMBER ASSOCIATION ("NENA") DEFINE END USER?

A. NENA defines end user as "the 9-1-1 caller."[53] NENA definitions are intended for specific application to emergency services. To the extent Intrado is offering emergency services – and not basic local exchange services – the NENA definition is appropriate.

Q. IF THE NENA DEFINITION OF END USER IS APPROPRIATE, WHY DOES AT&T FLORIDA PROPOSE A DIFFERENT DEFINITION?

[53] NENA-00-001, NENA Master Glossary of 9-1-1 Terminology, Updated Version 10, June 5, 2007 ("NENA Glossary") at page 31 of 91.

A. In the limited context of 911 service, AT&T Florida agrees with NENA that the End User is the 911 caller – and only the 911 caller. However, AT&T Florida's generic definition for the term "End Users" was intended for CLECs offering *basic local exchange services*, not merely 911 service. There are numerous provisions throughout the standard ICA that are appropriately applicable to a CLEC's and AT&T Florida's respective end users that are unrelated to 911 service – in fact, 911 service is a very small part of a CLEC's ICA. Therefore, AT&T Florida proposes a definition of End User that satisfies the need for a broader application of the term than the NENA definition affords.

ISSUE 32: SHOULD THE TERM "OFFERS SERVICE" BE DEFINED IN THE ICA? IF SO, WHAT IS THE APPROPRIATE DEFINITION? (ITR Section 2.12)

Q. SHOULD THE TERM "OFFERS SERVICE" BE DEFINED IN THE ICA?

A. In the context of the 13-state template Intrado submitted for arbitration in Florida, AT&T Florida agrees to include a definition for "Offers Service" and agrees to make the definition reciprocal, *i.e.,* either party can "Offer Service." However, Intrado's addition of E911 routing services to the definition of "Offers Service" should be rejected.

Q. WHY SHOULD INTRADO'S INCLUSION OF E911 ROUTING SERVICES IN THE DEFINITION OF "OFFERS SERVICE" BE REJECTED?

A. It is first necessary to look at the disputed language itself, and then consider it in the context of the ICA. The language in dispute in Appendix ITR Section 2.12 is as follows:

> "Offers Service" is defined as when either Party opens an NPA-NXX, ports a number to serve an End User, ***routes E911 Service calls from communication service provider End Users, provides service to E911 Customers***, or pools a block of numbers to serve End Users.

This term is defined in Appendix ITR and its use is limited to that appendix.[54] By agreement of the parties, Appendix ITR does not include provisions for E911 traffic. Within ITR, "Offers Service" is utilized in Sections 4.2 and 5.1 (as applied in 5.3). Sections 4.2 and 5.3 are limited to local interconnection trunk groups and clearly not applicable to E911 traffic.[55] Since the term "Offers Service" is not utilized in either Appendix 911 or Appendix 911 NIM or in any context relevant to E911 service, there is no reason for its definition to include any language related to E911 calls or E911 Customers.

[54] The parties dispute the definition of the term End Users, which is reflected as Issue 31; however, that dispute is not relevant in the context of my testimony on this issue. The parties agree that the term E911 Customers refers to emergency responders, not to 911 callers.

[55] Local interconnection trunk groups are used for the exchange of traffic between the parties' local exchange service customers, and such traffic is subject to intercarrier compensation. These trunk groups do not carry 911 traffic.

ISSUE 34(a): HOW SHOULD A "NON-STANDARD" COLLOCATION REQUEST BE DEFINED? (PC Section 2.22)

ISSUE 34(b): SHOULD NON-STANDARD COLLOCATION REQUESTS BE PRICED BASED ON AN INDIVIDUAL CASE BASIS? (PC Section 2.22)

Q. WHAT CONSTITUTES A "NON-STANDARD" COLLOCATION REQUEST?

A. There is no language in dispute regarding the definition of a non-standard" collocation request. However, the determination of what constitutes a non-standard collocation request is important to the context of the parties' pricing dispute in Issue 34(b).

The parties have agreed in PC Section 2.22 that a non-standard collocation request is any collocation request that is beyond the terms, conditions, and rates set forth in Appendix Physical Collocation.

The parties have also agreed to the definition of "Custom Work Charge":

> Denotes the charge(s) developed solely to meet the construction requirements of the Collocator, (e.g., brighter lighting above the Collocator's cage, circular cage, different style tile within the cage).

Because custom work such as that described above is provided for by Appendix Physical Collocation, it would be considered a "standard" (rather than a "non-standard") collocation request.

Q. WHAT IS AT&T FLORIDA'S OBJECTION TO INTRADO'S PROPOSED LANGUAGE REGARDING "SIMILAR" COLLOCATION ARRANGEMENTS?

A. Intrado proposes additional language, to which AT&T Florida objects, as set forth in bold italics below:

> **Non-Standard Collocation Request (NSCR)** – **AT&T-]STATE]** may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix; ***provided, however, that NSCR charges shall not apply to CLEC requests for collocation or interconnection[56] for which AT&T-(STATE) has existing similar arrangements with other communications service providers. The charges for such similar existing arrangements requested by CLEC shall be in parity with AT&T-(STATE) charges for existing similar arrangements.*** (*Footnote added.*)

Intrado should be required to pay for non-standard collocation arrangements (*i.e.*, beyond the terms and conditions set forth in the ICA) based on Intrado's specific collocation arrangement. The term "similar" is sufficiently vague in the context of physical collocation

[56] It is unclear why Intrado also included requests for interconnection in its proposed language in Section 2.22 of the physical collocation appendix. Only physical collocation may be requested pursuant to Appendix Physical Collocation. Interconnection must be requested pursuant to the 911, 911NIM, NIM, and/or ITR appendices or via AT&T Florida's tariffs.

requests as to be fraught with potential for dispute. While another carrier might have what Intrado would characterize as an arrangement "similar" to what Intrado requests, such arrangement may actually be quite different and may impose on AT&T Florida different provisioning costs. Furthermore, another carrier's collocation arrangement may have been engineered and provisioned several years prior to Intrado's request, making any associated pricing obsolete and inappropriate for application to Intrado. If Intrado objects to AT&T Florida's NSCR charges because it believes them to be discriminatory, it may invoke dispute resolution pursuant to the ICA. Individual case basis ("ICB") pricing is appropriate for any non-standard collocation arrangement; therefore, Intrado's proposed language should be rejected.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

AT&T FLORIDA

REBUTTAL TESTIMONY OF PATRICIA H. PELLERIN

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

MAY 28, 2008

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING.

A. Yes. I filed direct testimony on April 21, 2008.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My rebuttal testimony updates the status of the issues in dispute and responds to portions of the direct testimony filed by Carley Spence-Lenss ("Spence-Lenss Direct"), Cynthia Clugy ("Clugy Direct"), and Thomas Hicks ("Hicks Direct") on behalf of Intrado Communications Inc. ("Intrado"). Specifically, I address Issues 1, 2, 3(a), and 13(a).

Q. DO YOU HAVE ANY CORRECTIONS TO YOUR DIRECT TESTIMONY FOR ISSUES YOU DO NOT ADDRESS ON REBUTTAL?

A. Yes. In footnote 39 on page 49 of my direct testimony, I cited to AT&T Florida's access tariff at Section E6.7.4.6. The correct reference is Section E7.4.6.

Q. DO YOU HAVE ANY REVISIONS TO THE EXHIBITS PROVIDED WITH YOUR DIRECT TESTIMONY?

A. Yes. I have revised two of my exhibits to reflect the current status of the issues to be arbitrated as a result of the parties' ongoing negotiations. These revisions are reflected in the attached Revised Exhibit PHP-2 and Revised Exhibit PHP-3.

Q. PLEASE PROVIDE A STATUS REGARDING THE ISSUES IN DISPUTE.

A. Intrado identified 36 issues in its arbitration Petition (numbered I through IX.E), and AT&T Florida included one additional issue in its Response (numbered 1-37). Based on input from the parties, the Commission issued its procedural order on March 21, 2008 and included a revised list of 36 issues (57 total when including subparts, five of which are encompassed by Issues 1 and 2). Of the remaining 52 issues, the parties have resolved the following ~~17~~ 19 issues: 7(b), 8(b), 11, 12, 14(a-b), 16, 17(a-b), 19, 21, 26, 27(a-b), 28, 30(a-b) and 31, and 32. One issue reflected in my direct testimony as resolved is now open again. At the time AT&T Florida's direct testimony was filed, Issue 8(a) was resolved and Issue 8(b) was open. As a result of further negotiations between the parties, the opposite is now true – Issue 8(a) is open and Issue 8(b) is resolved. Mr. Neinast discusses Issue 8(a) in his rebuttal testimony.

In addition, there are ~~ten~~ 11 issues that AT&T resolved in negotiations with Intrado for an Ohio ICA (13-state template) and for which the parties agree there is no content dispute.[1] In my direct testimony, I therefore

[1] This includes Issues 18(a, b), 20, 22, 23, 25(~~b-d~~ a-d), 33 and 35.

reflected these issues as resolved; however, Intrado seeks to retain them as issues for arbitration. I will address these issues in the context of Issue 2 below.

An additional ~~six~~ four issues will not need to be addressed if the Commission determines in Issue 2 that AT&T's 9-state template is the proper basis for negotiating a Florida ICA.[2] *See* page 1 of Revised Exhibit PHP-3.

ISSUE 1(a): WHAT SERVICE(S) DOES INTRADO CURRENTLY PROVIDE OR INTEND TO PROVIDE IN FLORIDA?

ISSUE 1(b): OF THE SERVICES IDENTIFIED IN ISSUE 1(a), FOR WHICH, IF ANY, IS AT&T REQUIRED TO OFFER INTERCONNECTION UNDER SECTION 251(c) OF THE TELECOMMUNICATIONS ACT OF 1996?

Q. WHAT DO INTRADO'S WITNESSES SAY ABOUT THE SERVICE(S) INTRADO CURRENTLY PROVIDES OR INTENDS TO PROVIDE IN FLORIDA?

A. Intrado's witnesses state that Intrado intends to provide emergency services to PSAPs and other carriers.[3] While seeking to include in the

[2] With a decision in Issue 2 to utilize the 9-state template, Issues 13(b), 15, ~~25(a), 29~~, and 34(a, b) will not need to be addressed because Intrado's disputes are not present in the 9-state language (and AT&T Florida will not introduce them). In addition, certain language disputes in Issues ~~3(b~~), 4(b), 4(c), 7(a-~~c~~), 9, 13(a), and 29(a) also do not exist in the 9-state template, further limiting the scope of issues the Commission must address. *See* page 2 of Revised Exhibit PHP-3.

[3] Spence-Lenns Direct at 12, Hicks Direct at 4-5.

ICA terms and conditions for basic local exchange service (and raising numerous arbitration issues related to that language), Intrado does not intend to provide basic local exchange services. Moreover, Ms. Spence-Lenss is the only Intrado witness to even mention non-911 services in the context of discussing what services Intrado intends to offer – and she simply indicates in passing that Intrado may offer other services sometime "in the future."[4] In addition, Intrado's tariff is limited to emergency services and does not include either local exchange service or exchange access. There is no indication that Intrado will ever offer basic local exchange services to end users.

Q. MS. SPENCE-LENSS STATES THAT INTRADO INTENDS TO OFFER "TELEPHONE EXCHANGE SERVICE" TO PSAPS, SIMILAR TO WHAT AT&T FLORIDA OFFERS (SPENCE-LENSS DIRECT AT 12). DO YOU AGREE?

A. No.[5] Ms. Spence-Lenss improperly equates AT&T Florida's "telephone exchange communication service" with "Telephone Exchange Service," as defined by the Act. AT&T Florida offers a communication service within a telephone exchange. The FCC uses the term "communication service," however that term is not limited to the context of Section 251 of the Act, but also applies, for example, to Section 202 regarding

[4] Spence-Lenss Direct at 12.

[5] AT&T Florida does (separately) offer Telephone Exchange Service to PSAPs, but only for administrative purposes – not as part of 911 service. Any CLEC may also provide administrative lines to PSAPs, independent of 911 service.

interexchange service.[6] Moreover, AT&T Florida does not classify its E911 service as "Business Exchange Service," which only applies to *basic* 911 service, as Ms. Spence-Lenss acknowledges.[7] Mr. Hicks describes Intrado's IEN service offering as "next generation 911 network" (Hicks Direct at 4), so it is obvious that Intrado does not intend to offer emergency services comparable to AT&T Florida's *basic* 911 service, which is the predecessor to AT&T Florida's E911 (*i.e.*, enhanced) service. Furthermore, it is obvious that Intrado intends to provide 911 services differently than AT&T Florida does. Thus, even if AT&T Florida's E911 services were deemed to be local exchange services, which AT&T Florida does not concede, it does not automatically follow that Intrado's 911 services would be properly classified as local exchange services as well.

Access to 911 is included as part of local exchange service provided to end users, and an end user dialing 911 uses his/her local exchange service for such access – but the routing and delivery of the 911 call is based on municipal boundaries, not exchange boundaries. Once a 911 call connects to the 911 selective router, the call proceeds on the dedicated 911 network – separate and distinct from the Public Switched Telephone Network ("PSTN").

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[6] *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, *First Report and Order*, 11 F.C.C. Rcd. 15,499, FCC 96-325 (rel. Aug. 8, 1996), ¶ 851.

[7] Spence-Lenss Direct at 14.

ISSUE 1(c): OF THE SERVICES IDENTIFIED IN ISSUE 1(a), FOR WHICH, IF ANY, SHOULD RATES APPEAR IN THE ICA?

ISSUE 1(d): FOR THOSE SERVICES IDENTIFIED IN ISSUE 1(c), WHAT ARE THE APPROPRIATE RATES?

Q DO YOU HAVE ANY CORRECTIONS TO YOUR DIRECT TESTIMONY WITH RESPECT TO PRICING?

A. Yes. In my direct testimony, I stated that AT&T Florida does not intend to charge for interconnection trunks. That is incorrect. AT&T Florida has proposed its generic nonrecurring charges for interconnection trunks as set forth in its 9-state pricing attachment to ICA Attachment 3.[8] These are the same charges that would apply when Intrado obtains 911 trunks from AT&T Florida. AT&T Florida's price list also includes nonrecurring charges and monthly recurring rates for local interconnection transport that could apply, depending on Intrado's interconnection arrangement to AT&T Florida.

Q. HAS AT&T FLORIDA PROPOSED RATES SPECIFIC TO THE 911 DATABASE?

A. No. AT&T's 9-state template does not include prices relative to the 911 database, which is referred to in ICA Attachment 2 as the Automatic

[8] AT&T's 9-state ICA was provided with its response to Intrado's arbitration petition. This is another example of a situation where AT&T's 13-state standard terms and conditions are inappropriate for a 9-state agreement ~~since AT&T does not charge for interconnection trunks in the 13-state region.~~

Location Identification / Database Management System ("ALI/DMS") database.

Q. MS. SPENCE-LENSS STATES THAT INTRADO PROPOSED RATES FOR ITS INTERCONNECTION WITH AT&T FLORIDA (SPENCE-LENSS DIRECT AT 16). DO YOU AGREE?

A. No. Intrado did not propose any 911 charges for application in Florida. However, on April 2, 2008 Intrado provided AT&T with a pricing exhibit in the context of negotiations for an ICA in Ohio, which I have attached as Exhibit PHP-4.

Q. WHAT COMMENTS DO YOU HAVE REGARDING THAT EXHIBIT?

A. The header of Intrado's pricing exhibit is labeled "INTELLIGENT EMERGENCY NETWORK SERVICE® E9-1-1 STANDALONE AGREEMENT." This label indicates to me that Intrado is proposing to charge AT&T Florida for what appear to be port charges as though the parties had a commercial agreement whereby AT&T Florida was purchasing Intrado's IEN service. If Intrado wants to negotiate for a commercial agreement for the parties' 911 interconnection arrangements, AT&T Florida certainly is willing to do so. But Intrado should not be imposing its commercial rates (which it implies are retail rates[9]) on AT&T Florida in a Section 251 ICA.

[9] Clugy Direct at 21.

Q. MS. SPENCE-LENSS ALSO STATES THAT INTRADO'S PORT CHARGES ARE "SIMILAR TO THE ENTRANCE FACILITY AND PORT CHARGES IMPOSED BY AT&T ON COMPETITORS FOR INTERCONNECTION TO AT&T'S NETWORK" (SPENCE-LENSS DIRECT AT 16). HOW DO YOU RESPOND?

A. Intrado has not explained how its charges would be assessed, so I am unable to respond to Ms. Spence-Lenss' claim that the rates are comparable. Mr. Hicks states that pricing terms and conditions should be reciprocal,[10] but he makes no such assertion about the rates themselves.

Furthermore, Intrado should not be charging AT&T Florida for entrance facilities (or at rates commensurate with entrance facilities), because AT&T Florida will utilize its own facilities (not Intrado's) to interconnect with Intrado.

Q. DOES INTRADO PROPOSE TO CHARGE AT&T FLORIDA FOR SERVICES OTHER THAN THE PORT CHARGES DISCUSSED ABOVE?

A. While Intrado has not provided AT&T Florida with any rates it intends to impose beyond what is reflected in its pricing exhibit, Intrado proposed language in Appendix 911 Section 6.1.1.2 that, to the extent AT&T Florida does not segregate 911 traffic to route directly from the end

[10] Hicks Direct at 14.

office to Intrado's Selective Router, AT&T Florida will bear any and all costs Intrado might incur as a result. This Intrado language is another demonstration of its objective to improperly shift its costs to AT&T Florida and/or impose additional costs on AT&T Florida. Mr. Neinast responds to the technical aspects of Intrado's testimony in his rebuttal testimony for Issue 3(a).

ISSUE 2: IS AT&T'S 9-STATE TEMPLATE INTERCONNECTON AGREEMENT THE APPROPRIATE STARTING POINT FOR NEGOTIATIONS? IF NOT, WHAT IS?

Q. MS. SPENCE-LENSS STATES THAT INTRADO SEEKS "CONSISTENT INTERCONNECTION TERMS ACROSS AT&T'S 22-STATE OPERATING TERRITORY."[11] DOES THE 13-STATE TEMPLATE PROVIDE THAT CONSISTENCY?

A. No. There are numerous provisions (not yet specifically identified) that would be different for the 9-state region than what is set forth in the 13-state template. Importantly, the majority of AT&T's generic terms and conditions (whether 9-state or 13-state) are unrelated to emergency services – and will therefore not even be applicable to Intrado.

Q. HAS AT&T FLORIDA OFFERED INTRADO CONSISTENT TERMS AND CONDITIONS FOR 911 SERVICES?

[11] Spence-Lenss Direct at 3.

A. Yes. AT&T Florida recognizes that Intrado's business plan is limited to the provision of emergency services. Accordingly, AT&T Florida offered (and Intrado agreed) to use two discrete appendices (Appendix 911 and Appendix 911 NIM) to memorialize the terms and conditions for 911 service across AT&T's operating territory.[12] The parties have agreed to delete any 911-related terms and conditions from the standard interconnection attachments.

Q. MS. SPENCE-LENSS CRITICIZES AT&T FLORIDA FOR NOT INFORMING INTRADO OF THE MODIFICATIONS NEEDED TO THE 13-STATE TEMPLATE TO ACCOMMODATE THE SPECIFIC REQUIREMENTS IN FLORIDA (SPENCE-LENSS AT 17). PLEASE EXPLAIN.

A. AT&T's obligation to offer a 13-state agreement in Florida is limited to an ICA porting request made pursuant to Merger Commitment 7.1. It is therefore only appropriate for AT&T to undertake the significant effort required to modify a 13-state ICA for a CLEC that actually asks AT&T to port an entire *effective* ICA to Florida. Intrado did not make a porting request – it requested negotiation of a new ICA.

Q. AT&T HAS ACCOMMODATED OTHER CLECS' PORTING REQUESTS FROM A 13-STATE ICA TO A FORMER BELLSOUTH

[12] The parties have negotiated slightly different terms and conditions for 911 services in Ohio to accommodate the Ohio commission's decision to deny Intrado's application for certification as a CLEC and to instead certify Intrado as a Competitive Emergency Services Telecommunications Carrier. To the extent the negotiated Ohio 911 provisions can properly be applied in other states, the parties have agreed to do so.

STATE. CAN'T AT&T SIMPLY APPLY THE SAME CHANGES FOR INTRADO, AS MS. SPENCE-LENSS SUGGESTS (SPENCE-LENSS DIRECT AT 17)?

A. No. Intrado's request to negotiate a Florida ICA based on the 13-state template is quite different than a porting request. For example, AT&T ported an ICA from Wisconsin to Florida for First Communications, LLC. However, the Wisconsin ICA that formed the basis for the ported agreement is not the same as the 13-state template Intrado marked up (by simply changing "13-state" to "22-state") and filed with its arbitration petition. Thus, changes AT&T made to accommodate First Communications' porting request cannot simply be applied to Intrado's negotiations request. If Intrado likes First Communications' Florida ICA, it can adopt (*i.e.*, MFN into) that ICA.

Q. AT A HIGH LEVEL, WHAT IS REQUIRED FOR AT&T TO MODIFY AN EXISTING ICA IN RESPONSE TO A PORTING REQUEST PURSUANT TO MERGER COMMITMENT 7.1, SUCH AS WHAT WAS DONE FOR FIRST COMMUNICATIONS?

A. AT&T's porting team must review the entire requested ICA, provision by provision, in order to ensure that every provision that must be modified in order for the agreement, as ported, to comply with Merger Commitment 7.1 is appropriately modified. When they perform this review, the members of the porting team consult, as necessary and appropriate, with product managers, attorneys with knowledge of the laws and regulatory requirements of the port-to state, and others.

As the "subject to" language of the merger commitment provides, the port of an ICA is subject to state-specific pricing and performance plans, and must be technically feasible to implement in the port-to state. Further, the merger commitment does not obligate AT&T to provide any interconnection arrangement or unbundled network element unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in the port-to state and is consistent with the laws and regulatory requirements of the port-to state. In addition, certain administrative changes, such as the operating entity name, are essential for the agreement to be legally binding and operational in the port-to state. The necessary changes to the requested ICA are shown in "redline" form, so that the CLP may easily see the edits to the agreement.

Each porting request is unique as it involves adapting a specific ICA from State A for State B, and with hundreds of effective ICAs in the 22-state region, the permutations are voluminous. But with each porting request, AT&T seeks to provide a complete contract that 1) comports with Merger Commitment 7.1; and 2) results in a workable agreement, by which I mean one that both parties will be able to implement, without breaches, in the port-to state immediately upon the agreement becoming effective.

Q. WHAT ARE SOME OF THE COMMON ITEMS THAT WOULD BE REDLINED TO EFFECTUATE A LEGITIMATE PORTING REQUEST?

A. Some of the common items that would be redlined include the following

- Each product and service in the ported ICA must have corresponding language that conforms with the OSS attributes and limitations in the port-to state. OSS includes all things related to pre-order, ordering, provisioning, maintenance and billing for the products and services in the agreement. AT&T's goal is for the parties to successfully function under the terms of the agreement in the port-to state. Thus AT&T identifies any gaps or hindrances in the contract language that relate to OSS, and provides alternative language that will ensure that the agreement is operational in the port-to state.

    - OSS systems/processes are compatible only within the legacy BellSouth 9-state region, or within the legacy SBC 13-state region. Therefore, if the request is to port an ICA from one region to the other, much OSS language in the ported agreement must be replaced with the OSS language for the port-to region.

    - Additionally, if the port-to state cannot accommodate the same mechanized billing as the port-from state for a given product or service, AT&T will conform the agreement such that the products and services are compatible with the mechanized billing processes in the port-to state.

- Performance Measures ("PMs") and the accompanying business rules are generally state-specific. Accordingly, the PM and business rule language in the ported ICA is typically replaced with the PM and business rule language of the port-to state.

- Terms and conditions that conflict with the law or regulatory requirements of the port-to state, as reflected, for example, in the state commission's rulings, must be replaced with language consistent with the applicable ruling or requirement. For example, many state commissions issued rulings interpreting and implementing the FCC's Triennial Review Order ("TRO") and Triennial Review Remand Order ("TRRO"), and those rulings were not necessarily identical from state to state. Language reflecting the port-from state's TRO/TRRO rulings must typically be replaced with language that is consistent with the rulings of the port-to state.

- Rates and pricing are state specific; therefore, pricing from the port-from state must be replaced with pricing from the port-to state.

- Network attributes and limitations, such as switch translations, differ from state to state and must be reflected in the agreement.

Q YOU MENTIONED ABOVE THAT THERE ARE TEN ISSUES FOR WHICH THE PARTIES HAVE NO CONTENT DISPUTE, BUT WHICH

INTRADO INSISTS BE RETAINED AS ISSUES FOR ARBITRATION. HOW DO YOU RESPOND?

A. It is important to keep in mind that these issues all relate to language from AT&T's 13-state template. The language disputes for Issues 18(a-b), 20, 22, 23, 25(b-d), 33 and 35 were resolved between the parties in the context of negotiations for an ICA in Ohio. These issues simply do not exist if the 9-state template is used.

I find Intrado's direct testimony on the specific issues curious. For each issue, Intrado's witnesses explain Intrado's support for its proposed language[13] – but as I stated, the parties have reached resolution on the content in the 13-state context. There is no content dispute for the Commission to decide in Florida, so it makes no sense to offer such testimony. Intrado's witnesses go on to state that because each of these issues was resolved for Ohio's ICA based on the 13-state template, Intrado should have the same language in Florida. That is exactly the issue presented by the parties for Issue 2 – there is no need to retain ten additional issues and argue language content when there is no dispute.

In the event the Commission concludes that the 9-state template is the proper foundation for the parties' ICA in Florida, it would be inappropriate to import the 13-state language from these ten issues into

[13] *See*, for example, Clugy Direct at pages 14-15 for Issue 20.

a 9-state agreement – just as it would be improper to require other 13-state language be included in an ICA that is based on the 9-state template.

Q. REGARDING ISSUE 18(a), MS. CLUGY TESTIFIES THAT THREE-YEARS IS A REASONABLE TERM FOR THE ICA (CLUGY DIRECT AT 13). DOES AT&T FLORIDA AGREE?

A. Yes. Ms. Clugy implies that AT&T Florida was seeking a shorter term, but just the opposite is true. AT&T's 9-state template reflects an ICA term of *five* years. In negotiations, AT&T Florida agreed to a three-year term for Intrado's Florida ICA and offered to modify the 9-state GTCs to so indicate. Intrado would not accept AT&T Florida's offer, however, insisting that *all* the 13-state terms and conditions be imported to Florida, not just the three-year term provision.

ISSUE 3(a): WHAT TRUNKING AND TRAFFIC ROUTING ARRANGEMENTS SHOULD BE USED FOR THE EXCHANGE OF TRAFFIC WHEN INTRADO COMM IS THE DESIGNATED 911/E911 SERVICE PROVIDER? (911 Section 5.1)

Q. WHAT IS THE PARTIES' DISPUTE AS REFLECTED BY APPENDIX 911 SECTION 5.1?

A. The parties disagree about whether to use the term "customers" or "End Users" regarding the parity provision of 911 services in the ICA. Disputed language in 911 Section 5.1 is as follows:

> CLEC shall provide and maintain such equipment at the CLEC E911 Selective Router and the DBMS as is necessary to provide to **AT&T-(STATE)** E911 Emergency Services at parity with that of CLEC's **customers *End Users***.

Intrado may provide wholesale and/or retail service to other carriers, but carriers are not End Users and End Users are not carriers.[14] Including "customers" in 911 Section 5.1 provides AT&T Florida assurance that Intrado will not provide preferential treatment to its carrier customers. Likewise, 911 traffic exchanged between the parties may include traffic from Intrado's carrier customers. The use of the term End Users is too narrow and does not adequately reflect Intrado's customers. AT&T Florida's use of the more general term "customer" is appropriate and should be adopted because there is an important distinction in the ICA between customers and End Users.

ISSUE 13(a): WHAT SUBSET OF TRAFFIC, IF ANY, SHOULD BE ELIGIBLE FOR INTERCARRIER COMPENSATION WHEN EXCHANGED BETWEEN THE PARTIES? (GTC Sections 1.1.84, 1.1.122; IC Sections 1.2, 3.5, 4.1, 5.1, 16.1; ITR Sections 2.14, 12.1)

Q. IS AT&T FLORIDA'S DEFINITION OF SECTION 251(b)(5) CONSISTENT WITH THE LAW?

[14] In the context of the 13-state language, Intrado agreed to AT&T Florida's definition for "End Users" – withdrawing its language that would have classified PSAPs and other carriers as End Users.

A. While I am not an attorney, it is my understanding that AT&T Florida's definition is consistent with the law. AT&T Florida's language properly recognizes that the physical location of the originating and terminating end users is determinative as to whether a call is subject to Section 251(b)(5), consistent with the FCC's *ISP Remand Order*.[15] Ms. Clugy is incorrect in stating that AT&T Florida's definition is inconsistent with the law simply because the FCC abandoned its use of the term "local" in identifying traffic subject to Section 251(b)(5).[16] While the FCC dispensed with using "local" as the term for traffic subject to reciprocal compensation under Section 251(b)(5), the FCC reaffirmed that Section 251(b)(5) reciprocal compensation only applies to traffic that originates and terminates in the same local exchange. FCC Rule 701(b) states that Section 251(b)(5) reciprocal compensation is inapplicable to "traffic that is interstate or intrastate exchange access, information access, or exchange services for such access."[17]

Q. MS. CLUGY SUGGESTS THAT AT&T FLORIDA'S LANGUAGE REGARDING RECIPROCAL COMPENSATION IMPROPERLY REFERENCES "WIRELINE" OR "DIAL TONE" SERVICE (CLUGY AT

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[15] *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic*, CC Docket Nos. 96-98 & 99-68, *Order on Remand and Report and Order*, 16 F.C.C. Rcd. 9151, FCC 01-131 (rel. April 27, 2001) ("*ISP Remand Order*"), *remanded but not vacated, WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

[16] Clugy Direct at 9-10.

[17] 47 C.F.R. § 51.701(b)(1).

10). WHY DOES AT&T FLORIDA PROPOSE TO CHARACTERIZE THE PARTIES' NON-911 TRAFFIC IN THIS MANNER?

A. As I discuss in my direct testimony (p. 43-44), AT&T Florida's language in IC Section 1.2 clarifies that Appendix IC applies to Intrado's "wireline local telephone exchange (dialtone) service." This is a wireline ICA, and Intrado should not be delivering wireless traffic to AT&T Florida over local interconnection trunks pursuant to this agreement. Similar references occur in IC Sections 3.5 and 16.1 (subsections i and ii), and in ITR Section 2.14. AT&T Florida offers a different ICA to wireless carriers that accommodates the differing requirements of wireless service.

Q. PLEASE DESCRIBE SOME OF THE DIFFERING REQUIREMENTS OF WIRELESS SERVICE.

A. In the context of intercarrier compensation, wireless carriers' calling scopes are based on Major Trading Areas ("MTA") rather than the local calling (or exchange) areas used by wireline carriers. In addition, many wireless carriers have different usage recording capabilities, necessitating a different method for exchanging billing records. In that situation, a factor based on the shared use of facilities is used to allow wireless carriers to calculate usage for billing reciprocal compensation. Thus the terms and conditions for wireless carriers necessarily vary from those of wireline carriers. AT&T's generic CLEC interconnection agreements do not accommodate the unique requirements of wireless

carriers. If Intrado seeks to deliver wireless traffic to AT&T Florida, Intrado should request a wireless ICA.

To the extent Intrado intends to deliver wireless *911* traffic to AT&T Florida, the parties have agreed that Appendix IC does not apply to 911 traffic and the language in dispute above is irrelevant. Accordingly, AT&T Florida's language should be adopted.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

BY MR. CARVER:

Q Ms. Pellerin, with those changes, if I were to ask you today the questions that appear in your testimony, would your answers to those questions be the same?

A Yes.

Q Ms. Pellerin, would you please summarize your testimony at this time.

A Of the issues still in dispute in this arbitration, I address in my testimony Issues 1 and 2, part of Issues 3 and 9, and Issues 13(a), 13(b), 24, 29(a), 29(b), 34, and 36. In the summary I will focus on Issues 1 and 2, because the Commission's rulings on these issues effect all the other issues.

Issue 1 considers what services Intrado intends to provide, whether AT&T is obligated to interconnect with Intrado pursuant to Section 251(c) of the Act, and if so, how those services should be priced. Intrado has said that its business plan is to provide emergency services to other carriers and to PSAPs, and Intrado claims that this is telephone exchange service and, therefore, Intrado is entitled to Section 251(c) interconnection.

So what is telephone exchange service? This is a legal question, and I'm not an attorney, but I will describe generally AT&T's position. The Act defines telephone exchange service, and I'm paraphrasing here, as a service within a

telephone exchange that has the capability to originate and terminate telecommunications. And Section 251(c), interconnection of telephone exchange services, requires a mutual exchange of traffic.

Intrado's emergency services do not have the ability to originate and terminate telecommunications, so there can be no mutual exchange of traffic. When a PSAP receives an emergency call, the dispatcher taking that call cannot use the 911 service to initiate a call. He may be able to transfer the call, but that is not the same as originating a new call. He cannot place a call.

So, for example, if the 911 caller is disconnected, the dispatcher must use another line that's not part of the 911 network, a telephone exchange service line, to call the caller back. Intrado's PSAP customers are not end users. The parties had an issue, Number 31, regarding the definition of end user where Intrado had initially proposed that PSAPs be included in that definition of end user. They have conceded on that and withdrawn that language, so the definition that the parties have agreed to does not include PSAPs as end users.

The bottom line for Issue 1 is this, 911 service is not telephone exchange service because it cannot originate telephone calls, and there is no mutual exchange of traffic, because the 911 service obtained by the PSAPs is not capable of placing a call. That is why Intrado is not entitled to Section

251(c) interconnection with AT&T.

So where does that leave Intrado? It is important to recognize that the absence of an ICA does not diminish Intrado's ability to offer the services it wants. Everything it claims it needs is available by a commercial agreement and/or tariffs. The question about whether Intrado's service constitutes telephone exchange service is not one of equity, it is a purely legal question about what the law requires.

Intrado wants a Section 251 interconnection agreement because they want the Commission to take Intrado's costs of doing business and impose them on AT&T. Intrado's service is not telephone exchange service and they are not entitled to misuse Section 251 to obtain an agreement that allows them to provide that service. Intrado wants it both ways. They want Section 251 treatment when it is to their advantage, and they don't want to follow Section 251 when it doesn't.

Now, assuming for discussion purposes that Intrado is entitled to a Section 251(c) interconnection agreement with AT&T. Then Issue 2 deals with what is the proper template for the ICA. The nine-state template that AT&T offered to Intrado and that the parties began negotiating from which was created and designed for the former BellSouth states, including Florida, or the thirteen-state agreement that was intended for the former SBC states. First, I would like to point out that AT&T and Intrado have agreed to separate appendices for 911

services. Issue 2 does not apply to 911, which is the service Intrado intends to offer, so all the issues about nine state versus thirteen state, and non-911 interconnection and compensation arrangements don't even come into play for 911 service.

As I stated, the thirteen-state template was written for the SBC states, not for the BellSouth states. There are a number of areas where the thirteen-state contract language simply does not work for Florida. Here's a few examples. In the thirteen-state region, for the most part, the parties have actual usage recordings from which to bill for non-911 traffic that the parties exchange. But in Florida, due to switch recording and billing limitations, non-911 traffic is build based on percentage factors. An example would be 72 percent local and 28 percent toll. Parties apply these factors to a big bucket or buckets of minutes to create their intercarrier compensation bills.

Another example would be the way the trunk groups are defined and how traffic is routed, which are different between the states. Also, collocation is handled differently. For instance, in some cases there is nine state pricing which Intrado says it will accept, but there are no comparable terms and conditions in the thirteen-state, so it is unclear how those rates would be applied.

Finally, with respect to Issue 2, there are 11 issues

for which the parties have no content dispute, but that Intrado insists be retained. These issues are encompassed by Issue 2, and none of the issues are specific to the 911 services Intrado intends to offer.

The decision the Commission needs to make is simply whether to use AT&T nine-state template or its thirteen-state template. It doesn't make sense to mix small excerpts of the thirteen-state language into a nine-state agreement. If the Commission orders the nine-state template, then none of the thirteen-state language should be used because the ICA will use the nine-state language. The fact that some thirteen-state language was once in dispute for Ohio is irrelevant.

In conclusion, AT&T requests that the Commission find that Intrado is not entitled to a Section 251(c) interconnection agreement for the emergency service it intends to provide because it is not telephone exchange service and there can be no mutual exchange of traffic. If the Commission does require AT&T to execute an ICA with Intrado, it should be based on the nine-state template that was specifically designed for operation in Florida. Thank you.

MR. CARVER: The witness is available for cross-examination.

CHAIRMAN CARTER: Let's do this first. Do you want to move the testimony into the record as though read?

MR. CARVER: Yes, thank you. I forgot to do that. I

would like to move Ms. Pellerin's Direct and Rebuttal Testimony into the record as though read.

CHAIRMAN CARTER: The Direct and Rebuttal Testimony will be entered into the record as though read. And for our identification purposes, exhibits marked for identification as 39 through 42, Commissioners, exhibits marked 39 through 42.

Commissioners, I know that -- would you like for Ms. Kiser to go ahead and do her cross and then we decide if you have some questions at that point in time? Okay.

Ms. Kiser, you're recognized.

MS. KISER: Thank you.

CROSS EXAMINATION

BY MS. KISER:

Q Good afternoon, Ms. Pellerin.

Let's review the definition of telephone exchange that you just provided for the Commissioners. Does AT&T tariff its 911 service provided to PSAPs?

A Yes.

Q And that service is contained in your exchange service tariff, correct?

A Yes.

Q And how long has AT&T provided 911 services to PSAPs in Florida?

A I would presume since 911 service went into effect.

Q So approximately 1968?

A I don't know when.

Q And who competes with AT&T for that 911 service?

A That I don't know.

Q Do you know of any provider in the Florida market that you serve that competes with AT&T for the provision of 911 services to public service answering points?

A Not that I'm aware of. 911 is not typically a profitable service that attracts competitors.

Q Have you reviewed the order that was discussed earlier, the FCC order that Mr. Carver provided the room, and also is contained at Exhibit 4(b), Page 351 in this proceeding?

A I have not reviewed that order, no.

Q Were you here for the discussions regarding that order?

A Yes, I was.

Q You mentioned or referred to the specific definition of telephone exchange in the Federal Act, correct?

A Yes.

Q And your testimony also cites that Act, correct?

A Yes.

Q And there are two portions to that definition, is that correct?

A Yes.

Q A and B?

A Yes.

Q And do A and B -- are they viewed as having the same definition for telephone exchange?

A I think they're taken together.

Q Do you have Exhibit 4(b) with you?

A I don't know it by number.

Q It would be Intrado's Response to Second Set of Interrogatories, Document Production 1?

A I don't have the documents, no.

MS. TAN: Commissioners, we can provide a copy to the witness, if necessary.

MS. KISER: I think we have it right here. Thank you.

MR. CARVER: Could I just take a look at what she is giving the witness, please?

CHAIRMAN CARTER: Absolutely.

MS. KISER: I think you have it, don't you? It's part of the exhibits.

MR. CARVER: Rather than looking it up, I just wanted to review it.

MS. KISER: It is the exact same order that you provided.

MR. CARVER: Thank you, that's all I needed.

MS. KISER: Give me one second.

BY MS. KISER:

Q This order concerns DSL services, is that correct?

MR. CARVER: Mr. Chairman, I'm going to object at this point. Ms. Pellerin has said that she is not a lawyer and she has also said she is not familiar with this order. Now, I you I did ask Mr. Hicks some questions about it, but that is because the order was specifically referenced in his testimony and he made an assertion about the meaning of the order.

I think that's a very different situation than asking a non-lawyer witness to answer questions about an order that she has already said she has no knowledge of and hasn't reviewed.

MS. KISER: And what I would offer the Commission is that Ms. Pellerin has given you the definition of telephone exchange under the Communications Act. The Federal Communications Commission under the Act is charged with the implementation of that statute. In its role as the Commission to implement that statute, it has to formulate rules and regulations of how those provisions of that statute are to be applied which this order goes directly to.

CHAIRMAN CARTER: Staff.

MS. BRUBAKER: I suppose what I need really is a deeper understanding of what the order is meant to convey and its application to this witness. I don't have a sense of that from the comments we have heard from counsel.

CHAIRMAN CARTER: Ms. Kiser.

MS. KISER: It goes directly to Ms. Pellerin's

representation of how you define telephone exchange and that Intrado's service is not telephone exchange service. The FCC in this order specifically explains what the definition of telephone exchange access under 347(a) and (b) means. You cannot look solely to the statute for the definition of telephone exchange.

MR. CARVER: If I may respond to that briefly.

CHAIRMAN CARTER: You're recognized.

MR. CARVER: Thank you. That certainly is an issue in the case and it is an issue that the lawyers will be addressing in the brief, but I think it is dangerous to have a witness who is not a lawyer try to give legal opinions, which is specifically what this is asking for.

Now, in her testimony Ms. Pellerin does talk about 251 and her understanding, and it is certainly fair game for counsel to ask about the law that she references generally as part of her opinion. But to take her beyond that and to start asking her about FCC orders that she has no familiarity with and to ask her to provide what is, without question, a legal opinion interpreting that order, I think that is an inappropriate thing to ask her both because she has said she has no knowledge, and because she is not a lawyer.

And this is something that Intrado is going to be free to address at whatever length they want in their brief and they can file briefs that are prepared by lawyers, but I don't

think it is productive to spend time asking a witness questions that she can't possibly answer since she's not a lawyer.

MS. BRUBAKER: To the extent the order does address the definition, it may be appropriate to ask some very limited questions regarding her layman's understanding of the order. But, again, I do share of the same concerns, that to the extent that the questions elicit a legal opinion, that is a matter that is more appropriately addressed in briefs.

CHAIRMAN CARTER: Tread lightly, Ms. Kiser. Tread lightly.

MS. KISER: Thank you.

Thank you, Ms. Pellerin.

BY MS. KISER:

Q You just indicated that you viewed 347(a) and (b) as read together, correct?

A I'm assuming that's the proper legal cite.

Q Could you turn to page -- or Paragraph 32 of that decision?

A Okay.

Q And the end of that paragraph there that reads, "While the services described in Subsection B and Subsection A share similar qualities, they are not necessarily identical service offerings."

A I see that.

Q Would your answer still be the same?

A Well, when I look at a definition in the Act that has multiples provisions, I read them both and I look see if it fits with what is being presented. And in some cases they go together, and in others it is an either/or depending on how it is characterized in the Act. And obviously, as a nonattorney, it is a little bit difficult for me to speak with any expertise regarding whether those two provisions work together or independently. And I read them both.

Q Thank you.

And would you agree that when this Commission needs to evaluate whether a service falls within the definitions of the Communications Act, it needs to consider the functionality of that service?

A I would assume so.

Q Thank you.

Continuing here. Let me get my bearing again. All right. Page 13 of your deposition, please.

A Okay.

Q You discuss AT&T's arrangements for interconnecting with adjacent ILECs, is that correct?

A Give me a moment. To a limited degree, yes.

Q Pardon me?

A To a limited degree I discuss it, yes.

Q Do those agreements cover anything other than the exchange of 911 traffic?

A I would presume so.

Q And you indicate -- on Page 49 of your deposition, Lines 14 through 15, you indicate that AT&T has written an oral agreement, is that correct?

A That is my understanding, yes.

Q We were not able to find any copies of the written interconnection agreements with adjacent ILECs. Did you file those agreements with the Florida PSC for its review?

A I don't know how to answer that question. I don't know, but I want to clarify. When you look at this, my response in the deposition, I was not asked only about ILEC agreements, I was also asked about commercial agreements. I am aware of commercial agreements that are written.

Q That are what?

A That are written. I don't know with ILECs whether they are all oral or some written and some oral.

Q Are any of them written?

A I don't know.

Q Thank you. Does AT&T believe that those interconnection agreements with ILECs should be written?

A I don't have an opinion on that.

Q Okay. Your rebuttal testimony, Page 6, Lines 6 through 16.

A Okay.

Q You discuss the pricing of interconnection trunks

there and 911 trunks specifically. Under AT&T's template, it requires CLECs to establish dedicated trunks on AT&T's network beyond the point of interconnection, is that correct?

A No, I don't think so.

Q Subject to check, BellSouth's templates CLEC agreement, publicly available document, the AT&T thirteen-state agreement, the AT&T 22-state agreement, all contain provisions that indicate that dedicated trunking is required by the CLEC to 911 selective routers when there is a tandem exhaust, when a threshold at the point of interconnection tandem is exceeded. Would you agree with that?

A That is not necessarily on AT&T's side of the point of interconnection. It depends on where the point of interconnection is. The 911 may very well be on the CLEC's side of the 911 point of interconnection.

Q The 911 may be on the CLEC side of interconnection. Can you explain that for me?

A Sure.

Q Isn't AT&T the 911 service provider?

A My understanding of the way the interconnection agreements are written is that the CLEC is required to provide 911 trunks to our network to our selective router. Now it may very well be that the CLEC has a point of interconnection at our selective router, so that trunking would be on their side of the point of interconnection.

Q How do you define point of interconnection?

A The demark between the parties' responsibilities for network and provisioning and cost.

Q So if there is a circle and the CLEC comes to the circle and the circle is owned by AT&T, and so AT&T is at the circle, and they interconnect and that's the point of interconnection, and AT&T is the 911 service provider and it has selective routers -- I don't know, how many selective routers do you have in the state on the map that was presented earlier?

A I think there's ten.

Q Ten. I assume all ten of those are on your network?

A Yes.

MR. CARVER: I'm going to object to this line of questioning. These sort of technical issues are addressed by Mr. Neinast in his testimony, and I believe that they are more appropriately directed to him. I believe that counsel is asking this witness questions about things that she has not testified about.

CHAIRMAN CARTER: Ms. Kiser.

MS. KISER: Well, I think that the point of interconnection is throughout Ms. Pellerin's testimony, as well as the trunking that's required. And at Page 6 that I started earlier of rebuttal, as well as Page 16 where she specifically goes into what constitutes a point of interconnection and

provides a definition there goes directly to her testimony.

MR. CARVER: One moment. If I may, I just wanted to add that the point of interconnection issue is Issue 4, and Mr. Neinast addresses that in his testimony. That is not an issue that Ms. Pellerin has.

MS. BRUBAKER: Just my perception, Chairman, is that counsel has indicated that there is another witness who is better suited to answer those questions. However, if the witness would care to offer an answer, I think that would be appropriate, also.

THE WITNESS: I think I can clarify a little bit in terms of trunk pricing and some of the background regarding the interconnection agreement. And if we can take that independent of where the point of interconnection is, then I can deal with the pricing on the trunks. And the reason that we require CLECs to pay for the 911 trunks is because the CLECs have the customers that are placing those 911 calls to use AT&T's network. There are no AT&T end users involved in those calls at all. It is purely the CLEC's customer that needs to access the PSAP, and that is why the CLEC pays for those trunks independent of where the POI is.

BY MS. KISER:

Q And you provide the service to the PSAP, is that correct?

A Yes.

Q So the CLEC's customer is reaching AT&T's customer, correct?

A But the service to the PSAP does not provide for the trunks between the CLEC and AT&T's selective router.

Q When a CLEC customer makes a call, just a regular local exchange carrier call to you, I assume you have AT&T's service?

A Yes.

Q How is that different?

A It's different because with our end users there is a mutual exchange of traffic. It does go both ways. Our end users can call a CLEC's end users, a CLEC's end users can call our end users. Each party is responsible for getting their calls to the other side.

Q And if your customers are making a call to a PSAP that is served by Intrado, your customer needs to reach Intrado's customer, isn't that correct?

A That is correct. And we have not objected to establishing trunks with Intrado, nor have we objected to paying a reciprocal rate for those trunks that are at parity with what we charge.

Q And the rates that these CLECs charge for the 911 trunks, are they retail or are they TELRIC?

A The 911 trunking charges?

Q Uh-huh.

A I believe they are TELRIC. They are not specific to 911. They are the same rates that we charge for interconnection trunks.

Q Okay, thank you. And do competitive local exchange carriers have TELRIC rates?

A They are not obligated to have TELRIC rates, but I am aware of -- I can't say that I am aware specific to arrangements in Florida. I am aware of arrangements with CLECs in other states where they have parity pricing in terms of what the ILEC charges them that is what they charge the ILEC.

Q Isn't it correct that only incumbent local exchange carriers are required to have TELRIC pricing?

A That is correct as far as I know.

MS. KISER: Thank you, Ms. Pellerin. I have no more questions.

CHAIRMAN CARTER: Thank you. Commissioners?

Mr. Carver, I was listening, and, of course, I had one of my over-50 moments, so I forgot the area that one of the Commissioners had asked early on during -- I think it was during Mr. Hick's cross-examination, and for the life of me I'm drawing a blank. Can you help me out here?

MR. CARVER: I think the question had to do with -- and I think it was a question from Commissioner McMurrian of Mr. Hicks about 251 and what their position was as to why they were entitled to 251. And I believe the question was could our

witness when her time comes respond to that and talk about it from our perspective. So she tried to cover that somewhat in her summary, but to the extent the Commission has additional questions she would be happy to entertain them.

CHAIRMAN CARTER: Now, would that be with Ms. Pellerin or would that be --

MR. CARVER: Ms. Pellerin would be the appropriate witness. Mr. Neinast addresses --

CHAIRMAN CARTER: Oh, she addressed it in her summary. Okay, thank you. I just wanted to make sure. Commissioners, anything further from the bench? Staff.

MS. TAN: Staff has no questions for the witness.

CHAIRMAN CARTER: Mr. Carver.

MR. CARVER: I just have one or two questions.

REDIRECT EXAMINATION

BY MR. CARVER:

Q Counsel asked you some questions about agreements between AT&T Florida and other ILECs, do you remember those?

A Yes.

Q Are those agreements pursuant to Section 251?

A No.

MR. CARVER: That's all I have. Thank you very much.

CHAIRMAN CARTER: Let's deal with the exhibits.

MR. CARVER: AT&T Florida moves 39 through 42.

CHAIRMAN CARTER: 39 through 42. Any objections?

MS. KISER: No objections.

CHAIRMAN CARTER: Without objection, show it done.

(Exhibits 39 through 42 admitted into the record.)

CHAIRMAN CARTER: Thank you. You may call your next witness.

MR. CARVER: Mr. Chairman, I understand my next witness has stepped out for just a moment. I'm sure he will be here shortly.

CHAIRMAN CARTER: Okay. Well, let's take five and allow him the chance to step back in.

MR. CARVER: Thank you very much.

CHAIRMAN CARTER: Commissioners, why don't we come back at 25 after. We're on recess.

(Recess.)

CHAIRMAN CARTER: Mr. Carver, you're recognized.

MR. CARVER: Thank you, sir. AT&T Florida calls Mark Neinast.

Mr. Neinast, are you ready?

MR. NEINAST: I'm ready.

THOMAS MARK NEINAST

was called as a witness on behalf of AT&T Florida, and having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. CARVER:

Q Okay. Mr. Neinast, would you please state your full name and your business address for the record?

A My name is Thomas Mark Neinast. My business address is 308 South Akard, Room 710, Dallas, Texas 75202.

Q By whom are you employed and in what capacity?

A I'm employed by AT&T Services, Inc. as an Associate Director, Network Regulatory.

Q Now, Mr. Neinast, have you filed 57 pages of Direct Testimony in this proceeding?

A Yes, I have.

Q And have you also filed 17 pages of Rebuttal Testimony?

A Yes, I have.

Q And have you also filed 12 pages of Supplemental Rebuttal Testimony?

A Yes, I have.

Q And attached to your testimony there are a total of five exhibits, is that correct?

A That's correct.

Q Do you have any corrections or changes to either your testimony or to your exhibits?

A I do. I have two corrections in my Direct Testimony.

Q Could you make those, please.

A Page 1, Line 14, instead of Florida Bell, it should be BellSouth Telecommunications, Inc. And on Page 33, Line 22,

it says Issues 4(a), it should be Issue 3(a). And that's all.

Q Thank you.

Mr. Neinast, with those corrections, if I asked you the questions that appear in your testimony, would your answers be the same as they appear in your testimony?

A Yes, they would.

MR. CARVER: Mr. Chairman, at this time I would like to request that Mr. Neinast's direct, rebuttal, and supplemental rebuttal testimony be inserted into the record as though read.

CHAIRMAN CARTER: The prefiled testimony will be entered into the record as though read.

AT&T FLORIDA

DIRECT TESTIMONY OF MARK NEINAST

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

APRIL 21, 2008

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T ("AT&T"), AND YOUR BUSINESS ADDRESS.

A. My name is Mark Neinast. My business address is 308 S. Akard, Dallas, Texas 75202. I am employed by AT&T Services, Inc. as an Area Manager – Regulatory Relations to AT&T's Network Planning and Engineering Department. My primary responsibility is to represent AT&T's various operating companies, including ~~Florida Bell~~ BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T Florida") in the development of network policies, procedures, and plans from both a technical and regulatory perspective. I assist in developing corporate strategy associated with 9-1-1, Interconnection, switching, Signaling System 7 ("SS7"), call-related databases, and emerging technologies such as Internet Protocol ("IP")-based technologies and services. I am also responsible for representing the company's network organization in negotiations and arbitrations with Competitive Local Exchange Carriers ("CLECs").

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I have been employed by AT&T for over 30 years, primarily in the network organization. This includes seven years in non-management positions in central offices as a technician. I also spent two years as a training instructor for electronic switching systems and then four years managing technicians in central offices and a Network Operations Center ("NOC"). I also worked as a staff manager for the North Texas Network Operations Division for five years, where I supported NOC functions and managed major switching system projects, then as an Area Manager in a NOC Translations Center for over seven years, where I was responsible for 16 Selective Routers and the dial-dial conversion of them from analog to digital, prior to moving into the regulatory organization. I have a Bachelor of Science in Business Administration from the University of Texas at Dallas, with a double major of Management Information Systems and Behavioral Management. I have also attended numerous training classes, some of which are listed below:

- 1/1AESS, 2/2BESS, 3ESS, 5ESS, DMS100, Ericsson AXE Switching Translations Routing and Charging
- Access Signaling System 7
- AIN Network Operations and Maintenance

— LNP Local Number Portability Operations

— DSC STP Basic Methods of Operation

— DMS-100 Operations and Maintenance

— Principles of Digital Transmission

— Network Fundamentals

Q. HAVE YOU PREVIOUSLY PARTICIPATED IN OTHER REGULATORY PROCEEDINGS?

A. Yes, I have participated in numerous dockets including:

— The Texas T2A successor, ICA Arbitration, Docket D28821

— California Public Utilities Commission – Level 3/SBC interconnection agreement arbitration, California A.04-06-004

— Arkansas Public Service Commission – Level 3/SBC Arkansas interconnection agreement arbitration, Case No. 04-099-U

— SBC California / AT&T ICA Arbitration, Dockets

— SBC Connecticut / Level 3 ICA Arbitration, Docket ADJ:VYM

— Arkansas Public Service Commission – TelCove/SBC Arkansas interconnection agreement arbitration, Docket No. 04-167-U

— SBC Kansas / TelCove ICA Arbitration, Docket 05-ABIT-507-ARB

— Public Utilities Commission of Ohio – TelCove/SBC interconnection agreement arbitration, Ohio Case No. 04-1822-TP-ARB

— Corporate Commission of the State of Oklahoma – Complaint of Inventive vs. SBC Oklahoma, Cause No. PUD 200500229 (December, 2005)

— The Arkansas A2A successor, ICA Arbitration, Docket 05-081-U

— Washington State Utilities and Transportation Commission - Qwest Corporation Complaint vs. TCG-Seattle Docket No. UT-063038

Q. DO YOU HAVE PERSONAL KNOWLEDGE OF 911/E911 NETWORKS?

A. Yes. I have spent the majority of my 33 year career with SBC/AT&T in the Operations, Administration, Maintenance and Provisioning (OAM&P) organization for various network components in the SBC network, both as technician and manager. My last assignment, for over seven years prior to assuming my current position, was the Area Manager-Translations in the Dallas Network Operations Center. I was responsible for the switch software changes for AT&T Texas ILEC network. As part of my

duties, I managed 16 Selective Routers and was responsible for the successful conversion from analog to digital during this time frame. I also successfully managed many other major network projects, including over 60 analog-digital dial-to-dial conversions, each of which included 911 trunks.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I am offering direct testimony on the network and technical aspects of Intrado's Petition for Arbitration ("Petition"). Specifically, I address AT&T Issues 3-10, and 30. My testimony is intended to operate in conjunction with the testimony of AT&T Florida witness Ms. Pellerin. Ms. Pellerin addresses issues in the Petition from a policy perspective, including the issue of whether Intrado is eligible for a Section 251 interconnection agreement ("ICA"), and if so, what issues are properly dealt with in a Section 252 arbitration. Depending on the outcome of those issues, all or portions of my testimony may be moot.

Q. BRIEFLY SUMMARIZE WHAT IS AT ISSUE.

A. AT&T Florida is experienced in creating interconnection agreements with CLECs that seek to provide competing voice service, and has a standard 9-state template agreement used in the

legacy BellSouth states. Intrado's business plan, however, is unique in nature and limited to 911 service to Public Service Answering Points (PSAPs). As a result, Intrado is seeking various types of contract provisions that AT&T Florida does not believe are appropriate. Since Intrado is requesting to interconnect as a 911 carrier, AT&T has proposed that certain appendices be included that are applicable for use by a 911 competitor, namely, the 911 Appendix and 911 Network Interconnection Methods ("911 NIM"). These appendices are in addition to Attachment 3 to AT&T Florida's proposed agreement, which describes methods of interconnection for local exchange and access traffic and comports to use in the 9 state region.

By its requests here, Intrado would create new requirements for ILECs if Intrado were to provide service to a 911 customer. For example, if Intrado is allowed to pick the location of the point of interconnection (POI) and this location is not at AT&T's Selective Router, AT&T Florida and all other carriers previously connected to that Selective Router for 911 traffic would need to provision additional diverse facility investments beyond what is in existence today to rehome 911 traffic[1]. Intrado also requests that AT&T convert to Class Marking, which, (as I will discuss later in my

[1] Intrado has stated during negotiations that it is their intention to locate their POI at the Selective Router location, but they do not want to be required to do so.

testimony) would require a total overhaul of end user provisioning for AT&T Florida. All of Intrado's requests are part of Intrado's effort to avoid paying AT&T for the services it provides for 911 service, such as Automatic Number Identification (ANI) or Selective Router (SR) functionalities.

Q. HOW IS YOUR TESTIMONY ORGANIZED?

A. First, I will describe the current 911 network as deployed not only in Florida, but across the U.S., to give the Commission a better understanding of the issues presented by Intrado's requests. As part of this description, I will explain the three different 911 routing scenarios that are pertinent to this docket. Within those scenarios, there are further breakdowns of call flows that will be discussed in order to fully appreciate all that is required to complete 911 traffic.

Second, I will address the service aspects that are critical to 911 and provide the Commission with AT&T Florida's positions on Issues 3 -10, and 30.

Finally, I will conclude with my recommendations to the Commission and explain why AT&T's language should be adopted. Included in my testimony as Exhibit MN-1 is AT&T Florida's

proposed 911 and Exhibit MN-2 is AT&T Florida's proposed 911 NIM Appendices. I have included in both Appendices AT&T Florida's proposed language to which Intrado objects (bold underlined) and Intrado's proposed language to which AT&T Florida objects (bold italics). The language agreed upon by the parties is in normal font. In many cases I have pulled Intrado's proposed language from the AT&T 13-State NIM and Interconnection Trunking Requirements ("ITR") redlined Appendices that Intrado submitted. This should assist the Commission in comparing the parties' proposed language. Throughout my testimony, when I discuss Intrado's proposed language, I will also include in parentheses where Intrado's proposed language appears in the 911 or 911 NIM Appendix.

Q. WHAT ARE THE THREE 911 ROUTING SCENARIOS THAT ARE RELEVANT TO THIS ARBITRATION?

A. The three basic scenarios regarding E911 network interconnection are:

1. Intrado delivers E911 traffic originated by its own end users (if there were any, or any other carrier's end users) to AT&T Florida for completion to AT&T Florida-served PSAPs. AT&T

Florida agrees to include terms and conditions for this circumstance like those it provides to normal CLECs. Since Intrado has no end users, however, it is not clear that such terms are necessary.

2. AT&T Florida delivers E911 traffic (originated by its own end users) to Intrado for completion to Intrado-served PSAPs. AT&T Florida does not believe it is obligated by Section 251(c) to include terms and conditions for this arrangement in the ICA. However, in an abundance of caution, AT&T Florida has provided language in Sections 5 and 6 in Appendix 911 to reflect the parties' E911 responsibilities.

3. Certain PSAPs request that AT&T Florida (and Intrado) offer the ability to transfer emergency calls between them (i.e., the PSAPs) serving adjacent areas. This would require special connections between AT&T Florida's Selective Router and Intrado's Selective Router. AT&T Florida does not believe it is required by Section 251(c) to offer Selective Router to Selective Router transfers pursuant to an ICA. Moreover, it is essential that the PSAPs requesting this service actively participate in negotiating such arrangements. AT&T Florida will make Selective Router to Selective Router functionality available to PSAPs pursuant to a commercial agreement that includes all affected parties, but only upon PSAP request and with PSAP

involvement. AT&T Florida proposes language to capture this situation in Appendix 911, Section 1.4.

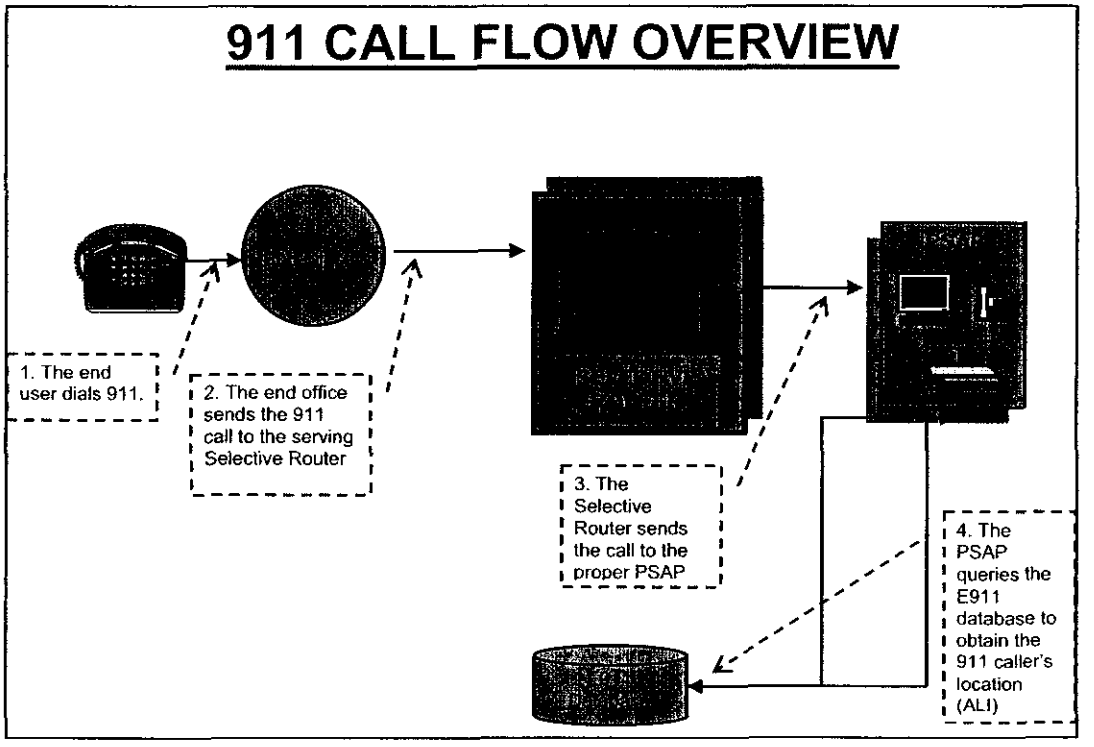
911/E911 Network Overview

Q. BRIEFLY DESCRIBE HOW A 911 CALL COMPLETES TO AN EMERGENCY RESPONDER (PSAP) AND THE 911 NETWORK ELEMENTS INVOLVED.

A. When an end user picks up the phone and dials 911, the call is sent to the end user's serving end office, in the same manner as any originating call. The end office switch routes the 911 call to the Selective Router (sometimes known as an E911 tandem) that serves the end office. In AT&T Florida's network, the Selective Router consists of additional hardware and software capabilities in ten of AT&T Florida's central office switches. The Selective Router queries an E911 database (internal to the Selective Router) to obtain the Emergency Service Number (ESN) that determines the correct PSAP, based on the originating end user's telephone number or ANI (Automatic Number Identification)[2] , then routes the

[2] An E911 call uses the ANI digits at a couple of points in processing a 911 call, first as a reference to obtain the ESN (Emergency Service Number), which determines the correct PSAP to route the call to. The ANI digits are used again by the PSAP to determine the street address of the end user by indexing the ANI to the MSAG (Master Street Address Guide) in the ALI (Automatic Location Identification) database.

call to the proper Public Safety Answering Point ("PSAP"). The PSAP then queries the E911 database to obtain the Automatic Location Identification ("ALI") of the end user. This enables the PSAP to know the address of the 911 caller, so that the PSAP is better equipped to provide emergency service. The key components of the E911 network are the Selective Router, the E911 database and the facilities and trunks used to connect the components together. The diagram below provides an overview.



Q. CAN YOU DESCRIBE THE E911 DATABASE IN MORE DETAIL?

A. Yes. The E911 database utilizes information from the 911 caller's service provider and the Master Street Access Guides ("MSAG") to provide the correct location information to the PSAP. AT&T Florida, in conjunction with local emergency service authorities, develops the MSAG data, which contains street and house number information. AT&T Florida provides CLECs with updated MSAG data, in the form of either an email or CD for the areas where the CLEC is providing competing voice services. CLECs use the MSAG information in preparing the end user information that they will enter into the E911 database. The information assists CLECs in making sure that the address information that they have for their end users is in a format that the E911 database can accept, and that the E911 database has the necessary routing information to route calls from that address to the correct PSAP. Carriers enter this information into the E911 database through the Database Management System ("DBMS").

Q. HOW DOES AT&T FLORIDA TYPICALLY PROVIDE 911/E911 SERVICES TO CLECS?

A. CLECs typically offer competing voice service. As a result, a CLEC will need to offer the capability for its end users to access the proper PSAP for 911. AT&T Florida therefore offers the ability for

the CLEC to establish facilities and trunks from its end office to an AT&T Florida Selective Router, as well as the ability for the CLEC to enter and update its end users' information in the E911 database. AT&T Florida includes these provisions for CLECs in its generic ICA. This is Scenario 1 that I discussed above.

Q. WHAT OTHER 911 SCENARIOS NEED TO BE EXPLAINED?

A. Unlike a traditional CLEC, Intrado wishes to provide the Selective Router and E911 database capabilities to PSAPs. To the extent that Intrado does so, voice providers, including AT&T Florida, will need to connect to Intrado's Selective Router so that their end users will be able to reach the PSAP(s) served by the Intrado Selective Router. This is Scenario 2 discussed above.

Q. SHOULD SCENARIO 2 BE INCLUDED IN THE ICA?

A. No. Ms. Pellerin discusses why this is improper from a regulatory policy perspective in her testimony concerning issue 1. In addition, as I discuss later with respect to Issues 4 and 5, Intrado seeks to force a network arrangement on AT&T Florida that AT&T Florida has no obligation to agree to, that is not within the proper scope of a Section 251 ICA, and that is contrary to FCC rules. Terms and

conditions for Scenario 2 should be included in a separate, non-Section 251 agreement.

Q. HAS AT&T FLORIDA NEVERTHELESS PROVIDED LANGUAGE REGARDING SCENARIO #2?

A. Yes, but only out of an abundance of caution. AT&T Florida does not believe the ICA should contain any terms and conditions regarding Scenario 2 at all. If the Commission were to disagree, however, the language that AT&T Florida would propose is included in Sections 5 and 6 of the 911 Appendix. If the Commission agrees with AT&T Florida that Scenario 2 is not properly included in a Section 251 agreement, no language is required.

Q. IS THERE A THIRD SCENARIO THAT INTRADO SEEKS TO INCLUDE IN THE ICA?

A. Yes. Scenario 3 involves the transfer of 911 calls from an AT&T Florida PSAP to an Intrado PSAP or vice versa.

Q. SHOULD TERMS FOR SCENARIO 3 BE INCLUDED IN A SECTION 251 ICA?

A. No.

Q. PLEASE EXPLAIN.

A. Scenario 3 involves the transfer of calls from an AT&T Florida-served PSAP to an Intrado-served PSAP, which would occur by sending the 911 call through AT&T Florida's Selective Router to Intrado's Selective Router, or vice versa. Intrado seeks to dictate ICA terms that require such PSAP to PSAP call transfers and establish the terms and conditions, including network architecture, for making them. The terms are not appropriate for inclusion in a Section 251 ICA because arrangements for these call transfers are only necessary when the PSAP requests them and can only be established using the facilities, protocols, etc. that the specific PSAP requests. A PSAP might request such a service if it erroneously receives calls that should be directed to a different PSAP. For example, a customer on a cellular phone may call 911 from a location served by a PSAP other than the PSAP that is assigned to receive calls from that wireless customer. To allow call transfers between PSAPs in such instances, both Intrado and AT&T Florida would need to work with the PSAPs to determine the exact capabilities that the PSAPs request and the operating protocol that the PSAPs support. Then Intrado and AT&T Florida

would need to establish trunks and facilities between their Selective Routers that are configured using protocols that allow the PSAPs to transmit and receive the information they request. In addition, Intrado and AT&T Florida may each need to update their respective ALI databases with information to support the ALI information required by this scenario.

The PSAPs and relevant government agencies need to be included in any such agreement for Selective Router to Selective Router call transfers. AT&T Florida is certainly willing to negotiate non-Section 251 agreements with Intrado and the E911 customers to address such circumstances (as it has done with PSAPs and other carriers in the past), and has proposed language in Section 1.4 of the 911 Appendix that would require it to do so, but I do not believe that the blanket terms proposed by Intrado are best suited to maintain the PSAP input and flexibility necessary for such arrangements. AT&T Florida simply proposes to deal with Intrado in the same way it has successfully dealt with other carriers and PSAPs in this situation. I more fully discuss this issue in Issue 5.

General Comments

Q. DOES INTRADO SEEK AN INTERCONNECTION

ARRANGEMENT THAT WOULD PERMIT INTRADO TO ENTER THE MARKET AND COMPETE ON A LEVEL PLAYING FIELD WITH AT&T?

A. No. Intrado is seeking to establish an interconnection arrangement that would improperly shift Intrado's network and facility costs to AT&T Florida. Also, as evidenced in their request for a Declaratory Statement from the Commission, Intrado is also attempting to prohibit AT&T Florida from being compensated for services it provides to a PSAP, when Intrado provides service to the PSAP as well. For example, if an AT&T end user originates a 911 call, AT&T will provide ANI to Intrado, without which Intrado could not route the call to the correct PSAP. On top of that, Intrado seeks to radically change the way E911 traffic has been successfully routed over these many years when an AT&T Florida wire center is split between PSAPs that AT&T Florida and another carrier serve.

Q. WOULD AT&T BE WILLING TO ENTER INTO A NON-SECTION 251 AGREEMENT WITH INTRADO?

A. Yes. As AT&T Florida has made clear, it has no problem entering into non-Section 251 agreements to cover the only relevant scenarios here, Scenarios 2 and 3, just as it has done with other

carriers and PSAPs. Entering into such agreements would give Intrado everything it purports to need to compete on a "level playing field" with AT&T Florida. Additionally, AT&T Florida has tariffed facilities made publicly available for purchase, which would give Intrado all three of the network functionalities Intrado agrees are necessary. Furthermore, AT&T Florida has standard ICA language that any CLEC can accept that allows it to use AT&T Florida's Selective Router, ALI database, and network transport facilities. If anything, Intrado is operating at an *advantage* to AT&T Florida, as it is not required to offer its competing services via tariff and ICA. My suspicion is that Intrado is seeking to use Section 251 not to achieve a level playing field, but rather to obtain an unwarranted regulatory advantage.

Q. WHY THEN IS INTRADO REQUESTING AN ICA?

A. Rather than negotiate a non-Section 251 agreement, (and rather than negotiate as Section 251 requires) Intrado has rushed to arbitration, seeking to force a Section 251 ICA on AT&T Florida. To effectuate this goal, Intrado has proposed lopsided language that would routinely shift costs to AT&T Florida and impose one-sided obligations. For example, when a wire center overlaps multiple PSAPs, Intrado proposes language that would require AT&T to use

Class Marking at the end offices, which would mean issuing service orders for each AT&T customer to change line records, instead of using the existing centralized 911 database at the Selective Router. NENA (National Emergency Number Association) does not recommend end office Class Marking, which would be a potential disaster from a 911 routing perspective[3]. Intrado proposes language that would require AT&T Florida to bear such costs in the 911 Appendix, sections 6.1.1.1, 6.1.1.2 and 6.1.1.3[4]. This would raise AT&T Florida's costs and allow Intrado to offer its services to PSAPs at discounted rates, putting AT&T Florida at an unfair competitive disadvantage (Issue 3). Intrado has also proposed language that would require AT&T Florida to offer redundant facilities, while Intrado would have no such obligation, again giving Intrado an unfair competitive advantage and possibly compromising public safety (Issue 4). Similarly, Intrado has proposed language that would require AT&T Florida to be responsible for long-haul interstate transport facilities (Issue 4), despite the fact that the

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[3] Exhibit MN-4 - NENA Standard for E9-1-1 Default Assignment and Call Routing Functions NENA 03-008, Version 1, January 19, 2008, § 2.1 Call Routing Facts (at para. 1) "9-1-1 call routing accuracy may be affected by various factors ranging from lack of up-to-date identification of the subscriber's service address/calling location; delay in service order processing; default call routing rules used to support the subscriber's NPA NXX, the serving area or the network elements..." (at para. 3) "It must also be recognized that "default" call routing is not the same as a "misroute". Misrouted calls are generally caused by incorrect information associated with the caller due to a human or mechanical failure, whereas default routed calls are caused by a lack of selective routing information."

[4] See Exhibit MN-1.

Telecom Act requires Intrado to provide the facilities necessary to reach the ILEC's network.

Q. IN THIS ARBITRATION, WHAT ARE THE MAJOR ISSUES INTRADO INTRODUCES FROM A 911 NETWORK PERSPECTIVE?

A. There are two major network issues that are more critical in nature than a typical CLEC ICA arbitration, due to the high importance of 911 traffic. The first is how E911 traffic is routed between AT&T Florida and Intrado and the second is the location of the Point of Interconnection (POI).

Q. DURING MAJOR CONVERSION PROJECTS, ARE THERE ASPECTS OF 911/E911 NETWORKS THAT CAN AFFECT PUBLIC SAFETY?

A. Yes. The Public Switched Telephone Network (PSTN) is a very redundant resilient network. The transport facilities in a 911 network are engineered to an even higher level of redundancy and diversity than the standard PSTN, due to the potential loss of life that is associated with the emergency functions the network performs. The personnel receive additional training to understand the intricacies of this network. In my previous organization,

technicians had to be "qualified" before they were allowed to perform maintenance and provisioning for 911 translations. For good reason, the qualifications are high, and the cost of error is even higher.

Q. DO YOU HAVE ANY PRELIMINARY STATEMENTS ABOUT THE CONTRACT APPENDICES THAT ARE AT ISSUE?[5]

A. To the extent a Section 251 ICA is to be established at all, AT&T Florida's position is that issues regarding 911 should be included in the 911 Appendix rather than in the Appendices used to describe the network obligations for traditional voice traffic. Terms for voice traffic and 911 traffic must be kept separate to reduce confusion, because 911 and traditional voice traffic are engineered and provisioned differently. For example, a CLEC may establish a single point of interconnection (POI) for its voice traffic. However, because of the unique and critical nature of 911 traffic, a single POI is not appropriate and the CLEC needs to establish a secondary POI for diversity. Dedicated trunks and diverse facilities to each AT&T Florida Selective Router that serves a PSAP exist already that each CLEC uses to deliver 911 traffic. If the 911 facility and

[5] It is not clear that Intrado offers or will offer telephone exchange service or exchange access at all, which are prerequisites to seeking Section 251(c) interconnection. That is an issue for legal briefs.

trunking obligations were intermingled with the facility and trunk group obligations for traditional voice traffic, it would cause confusion as to how to identify and acknowledge the different network obligations. I believe that Intrado agrees to these two additional appendices, but want to make clear the differences between them. In negotiations with Intrado in other states on this issue, Intrado has agreed to this concept and the parties have worked toward negotiating language into the 911 Appendix.

Q. ARE THERE ANY OTHER PRELIMINARY ITEMS THAT MAY BE PERTINENT TO THIS ARBITRATION?

A. Yes. As a helpful tool, I am attaching a brief description of facilities and trunks as Exhibit MN-3.

Specific Arbitration Issues

Q. WHICH ISSUES REMAIN UNRESOLVED?

A. Issues: 3a, 3b, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7a, 8b, 9, 10, 30

Issue 3a: What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado is the

designated 911/E911 Service Provider?

Appendix 911: § 6.1.1, 6.1.1.1, 6.1.1.2, 6.1.1.3, 6.2.1

Appendix ITR: § 4.2

Q. WHAT ARE THE DISPUTES UNDER ISSUE 3(a)?

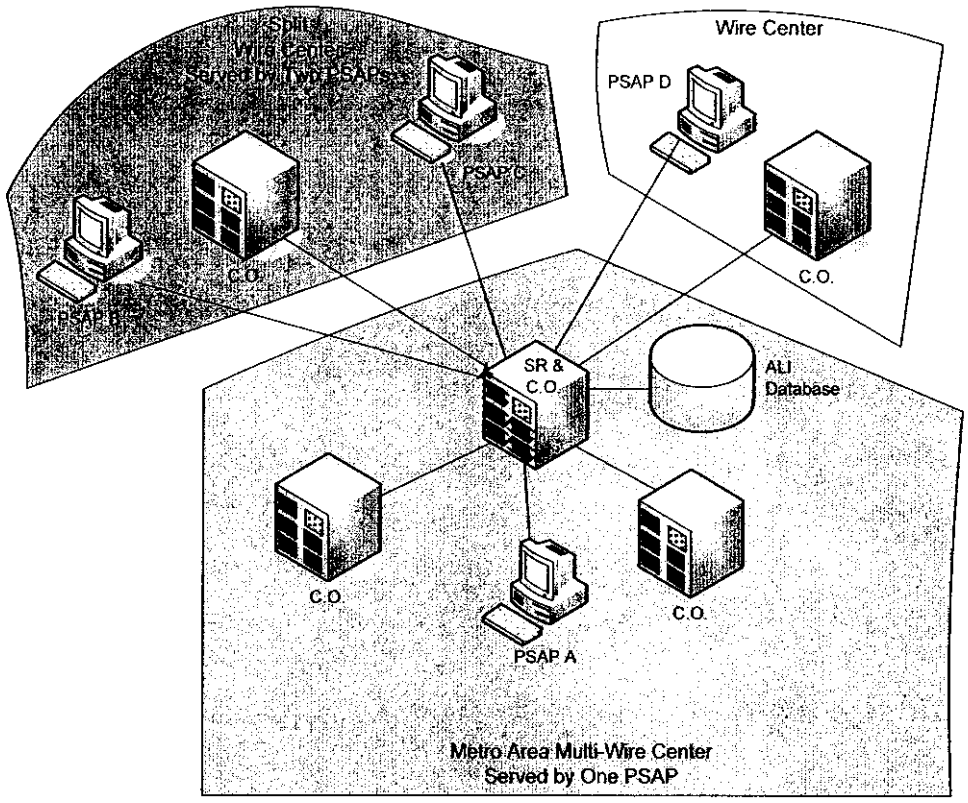
A. There are two main disputes: (i) In a split wire center[6], which carrier's Selective Router should be the "Primary" Selective Router for that wire center? and (ii) Should AT&T Florida be required to use Class Marking? Also, depending on whether the Commission agrees with AT&T for issue 2, Intrado's language in Appendix ITR in Section 4.2 will become important to normal PSTN routing of traffic.

Q. WHAT IS A "SPLIT" WIRE CENTER?

A. A split wire center is an AT&T wire center where there are PSAPs served by AT&T and by Intrado. A wire center boundary follows the local loop cable footprint serving a specific geographic area and may or may not overlap municipal jurisdictions. Since PSAPs typically follow municipal or other governmental jurisdictions, a wire

center may encompass the territory of two or more PSAPs that are served by different carriers (e.g., one by AT&T Florida and one by Intrado) and thus be "split."

Below is a diagram depicting a typical overlapping scenario:



Q. HOW IS THE ROUTING OF 911 CALLS HANDLED TODAY IN SPLIT WIRE CENTERS IN AT&T FLORIDA'S SERVICE AREA?

[6] AT&T defines wire center as "the location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises."

A. Today, 911 calls in a split wire center are routed to the designated "Primary" Selective Router, which then either routes the call directly to a PSAP served by that router or, if necessary, sends the call to the "Secondary" Selective Router (the one owned by the other carrier serving a PSAP for that wire center), which then sends the call to the correct PSAP served by that router. The determination of which carriers Selective Router is Primary and which is Secondary is based on which router serves PSAPs that serve the clear majority of access lines (customers) in the wire center. This is the fairest method and is the method that carriers in the industry use today. For example, this is how AT&T Florida deals with wire centers that are split between its PSAP customers and PSAP customers of an adjacent ILEC.

Q. HOW DOES AT&T FLORIDA PROPOSE TO HANDLE THE ROUTING OF 911 TRAFFIC IN WIRE CENTERS THAT ARE SPLIT WITH INTRADO?

a. AT&T Florida's language would use the same Primary/Secondary Selective Router relationship and process that it uses with adjacent ILECs today. All calls from split wire centers would route to the Primary Selective Router, where a determination would be made

via the ALI database to route the call directly to a PSAP or deliver the call to the Secondary Selective Router for delivery to a PSAP.

Q. WHY DOES AT&T FLORIDA'S PROPOSAL MAKE SENSE?

A. Selective Routers serve multiple PSAPs, and the centralized ALI database determines the route to the correct PSAP, based on the ANI digits. This is a reliable process that has been in place for many years and is a critical component in a 911 network.

Q. WHAT IS INTRADO'S PROPOSAL ON THIS ISSUE?

A. Intrado's primary proposal is to do away with the Primary/Secondary system altogether and instead force AT&T Florida (and all other carriers) to adopt a new system based on "Class Marking." Alternatively, Intrado's back-up proposal is that it be automatically designated as the Primary Selective Router provider in all split wire centers, regardless of how many lines are served by its PSAP customer.

Q. WHAT IS CLASS MARKING?

A. Class Marking is a type of screening where individual line screening must be performed on each and every subscriber line. Thus,

instead of being sent to a Selective Router, every 911 call would be routed directly to a PSAP from each end office, or in the case of Intrado, to Intrado's Selective Router.

Q. DOES AT&T FLORIDA USE CLASS MARKING FOR 911 CALLS TODAY?

A. No.

Q. HAS AT&T FLORIDA EVER USED CLASS MARKING FOR 911 CALLS?

A. No.

Q. DOES ANY AT&T ILEC USE CLASS MARKING FOR 911 CALLS TODAY, OR HAS EVER USED CLASS MARKING, FOR THIS PURPOSE?

A. No.

Q. DOES NENA RECOMMEND USING CLASS MARKING FOR 911 CALLS?

A. No. NENA has recently issued a recommended Standard for E9-1-1 Default Assignment and Call Routing Functions[7]. This standard "identifies and defines methods used to assign defaults and route 9-1-1 calls when circumstances prevent normal selective routing."[8] Under normal circumstances, Selective Router capabilities are always available, and it could be potentially catastrophic to allow a network designed specifically to serve public safety to not use a Selective Router. "NENA does not recommend the use of LCCs"[9]. LCC stands for Line Class Codes, which is the switch name for the individual line screening mentioned earlier that is used for Class Marking.

Q. WHAT ARE SOME OF THE PROBLEMS WITH CLASS MARKING?

A. Class Marking is expensive, requiring costly changes at both the wire center level and on each individual line, and presents serious reliability concerns by replacing the use of a centralized database, where all the relevant information is maintained, with reliance on changes being made at every affected wire center. At the wire

[7] See Exhibit-MN-4

[8] Id at 1.1

[9] Id at 2.4.8.5

center level, Class Marking would require that special, complicated switch translations (software) be built into every split wire center switch for each class of service (e.g., 1FR and 1FB[10]) and for each PSAP served within the split wire center office. This would require thousands of minute translations changes across the network, along with a parallel amount of changes in provisioning and billing systems that would be required to properly identify which street address ranges should route to which PSAPs.

Once all of these system changes have been made, then the project of converting customer lines would begin. Each line would require a service order to be issued to change the properties associated with the individual customer's service to "Class Mark" that line to the correct PSAP.

These kinds of changes are expensive, time-consuming, and present innumerable opportunities for human errors or other errors that could reduce the reliability of 911 service in split wire centers. Moreover, Intrado's language in Appendix 911 at section 6.1.1.2 would charge AT&T Florida for using the more reliable process of a

[10] The symbols 1FR and 1FB are examples of class of service designations for single line flat rate residential local exchange service and single line flat rate business local exchange service. There are numerous classes of service depending on the service and rate plan provided to the end user.

centralized database, instead of the de-centralized method Intrado suggests. Also, in conjunction with this issue are disputes related to pricing, which Ms. Pellerin addresses.

Q. DO ANY OF THOSE PROBLEMS EXIST WITH AT&T'S PROPOSAL?

A. No.

Q. WHY SHOULD THE COMMISSION REJECT INTRADO'S ALTERNATIVE POSITION THAT INTRADO SHOULD ALWAYS BE DESIGNATED AS THE PRIMARY SELECTIVE ROUTER?

A. The Commission should reject Intrado's proposed language because it seeks to shift costs it should bear to AT&T Florida and/or imposes unnecessary and unwarranted costs on AT&T Florida – giving Intrado an unearned and unfair competitive advantage. Under established practice, the carrier designated as the Primary Selective Router bills the PSAP that ultimately receives the call for selective router functionality. Intrado seeks to game that system, bringing more revenue to itself and denying revenue to AT&T Florida, by asserting that it always be designated the Primary Selective Router, even when Intrado does not serve the majority of 911 calls. There is no logical basis why Intrado

should always be the Primary Selective Router, particularly in wire centers where AT&T Florida's PSAP customers serve the clear majority of access lines in the wire center, and thus will likely be receiving the clear majority of 911 calls.

We know that AT&T Florida's proposal works today, which is not only an industry standard, but recommended by NENA as well.

Q. THE PARTIES ALSO HAVE A DISPUTE IN APPENDIX ITR SECTION 4.2 IN THE 13-STATE TEMPLATE. DOES INTRADO'S PROPOSED LANGUAGE IN ITR SECTION 4.2 AFFECT THE ROUTING OF PSTN TRAFFIC?

A. Yes. Appendix ITR includes provisions for non-911 trunking requirements and is therefore not relevant to any disputes regarding 911 service. Rather, Appendix ITR relates to interconnection trunking requirements for PSTN traffic. AT&T Florida's language defines the various categories of tandem switches that may require a carrier to establish trunking for call completion to the end offices grouped behind those tandems. The Local Exchange Routing Guide (LERG) is the national routing database. All LECs use this database to input their NPA-NXX information and lists the Local, Feature Group B and D tandems

where they want other carriers not directly interconnected with them to route their traffic. Not routing per the LERG will result in misrouted traffic and possibly blocked calls.

Intrado has substituted the word "may" for "shall" where AT&T would ask a carrier to establish trunking to the correct tandem. Without a trunk group at these tandems, there is a possibility that there could be misrouted traffic or blocked calls. Intrado may never send PSTN traffic anywhere, as it only wants to route 911 traffic, but the language AT&T proposes is important if they ever do (or if another CLEC adopts Intrado's ICA).

Q. HOW SHOULD THE COMMISSION RULE ON THE DISPUTE IN ITR SECTION 4.2?

A. The Commission should adopt AT&T's language, as it is necessary for the completion of traffic to the right end office and ultimately the right end user.[11]

Issue 3b: What trunking and traffic routing arrangements

[11] As Ms. Pellerin explains in her testimony for Issue 2, Appendix ITR is a 13-state document that would be excluded from the ICA if the Commission determines that the 9-state template is the appropriate basis for the parties' ICA. To the extent Intrado might raise the same issue in the 9-state template, the Commission should adopt AT&T Florida's language in that context as well for the reasons described above.

should be used for the exchange of traffic when AT&T is the designated 911/E911 Service Provider?

Appendix 911: § 4.2.1

Appendix ITR: § 4.2

Q. PLEASE EXPLAIN AT&T FLORIDA'S POSITION REGARDING ISSUE 3B.

A. This issue involves traffic from Intrado's end users (if it had any) to AT&T Florida's PSAP customer (Scenario 1). The language in dispute requires Intrado to provide for the appropriate trunks and routing arrangements that should be used to interconnect to AT&T Florida's Selective Routers.

Q. DOES INTRADO'S PROPOSED LANGUAGE IN APPENDIX ITR SECTION 4.2 AFFECT THE ROUTING OF PSTN TRAFFIC WHEN AT&T FLORIDA IS THE DESIGNATED 911/E911 SERVICE PROVIDER?

A. Yes. Regardless of which carrier is providing 911 service, the correct trunking for PSTN traffic must be established, as I have previously stated in issue 3a. The Commission should rule that the

proposed AT&T Florida language is appropriate and should be used in the ICA. If Intrado does not build all of the appropriate trunk groups for each type of traffic, calls will not route correctly and may result in blocked calls.

Issue 4: What terms and conditions should govern points of interconnection (POIs) when:

a) Intrado is the designated 911/E911 service provider?

Appendix 911: § 2.16, 6.2.2, 6.3, 6.3.2, 6.3.5

Appendix 911 NIM: § 4.1, 4.1.1, 4.2, 4.2.1

b) AT&T is the designated 911/E911/ service provider?

Appendix 911: § 2.16, 3.3.2, 4.1.1, 4.2.2, 4.2.4

Appendix 911 NIM: § 2.2, 3.1.1, 3.2.1, 3.3.1, 3.3.2, 3.3.7

Appendix NIM: § 2.2, 2.3

Q. WHAT IS THE DISPUTE HERE?

A. The dispute is over the number and locations of Intrado's points of interconnection (POIs) to AT&T Florida (Scenario 2), as well as the definition of POI itself.

Q. WHAT IS A POI?

A. When two telecommunications companies interconnect their networks

together, facilities are physically connected, linking the two networks to one another. The point at which this connecting or linking takes place is known as the Point of Interconnection or POI. The physical linking of the two companies' facilities creates an end to end facility path that will allow each company to establish the trunking network between their switches. The POI is only created when a CLEC's facilities are physically connected to AT&T Florida's network.

Q. WHAT IS INTRADO'S PROPOSAL?

A. Intrado proposes that it be allowed to establish a single POI at a location that Intrado chooses in order to deliver 911 traffic to AT&T Florida, but that AT&T Florida be required to establish two POIs on Intrado's network to send calls to Intrado when Intrado is the 911 service provider.

Q. WHAT DOES AT&T FLORIDA PROPOSE?

A. AT&T Florida proposes that the parties interconnect their networks at the AT&T Florida Selective Router location(s) and send traffic to each other there. This position makes the most sense from an engineering and service viewpoint, as the parties will each have facilities at that location, as well as from a regulatory perspective, which requires a

carrier connecting to an ILEC under Section 251 to establish the facilities to connect to the ILEC network. I explain both of these points in further detail below.

Q. IS AT&T'S PROPOSAL CONSISTENT WITH THE WAY IT INTERCONNECTS WITH ADJACENT ILECS FOR ROUTING 911 CALLS TODAY?

A. Yes. AT&T Florida's proposed language is consistent with the way that other ILECs are interconnected to AT&T's Selective Router location.

Q. IS AT&T FLORIDA PROPOSING TO TREAT INTRADO THE SAME WAY IT TREATS ADJACENT ILECS?

A. Yes. AT&T Florida proposes to treat Intrado the same way, although pursuant to Section 251. Intrado's POI must be on the AT&T Florida network, instead of at the exchange area boundary, as it would be for a non-competing ILEC.

Q. WHAT PROBLEMS WOULD ARISE IF INTRADO DID NOT INTERCONNECT AT AT&T'S SELECTIVE ROUTER LOCATION?

A. If Intrado is not required to connect to AT&T Florida at AT&T Florida's

Selective Router, Intrado's proposed language in the 911 and 911 NIM Appendices would require all carriers to re-route their facilities from that Selective Router to the different POI that Intrado proposes, imposing costs and risking service interruptions for 911 traffic. 911 interruptions can cause loss of life and property. The risk seems unnecessarily high with Intrado's proposal, whereas AT&T's proposal will require only cross-connect changes and not a total facility re-route.

Q. ARE THERE OTHER PROBLEMS WITH INTRADO'S INTERCONNECTION PROPOSAL?

A. Intrado's proposed language is unfair and one-sided. To begin with, Intrado has proposed language that would allow it to establish a single POI but would require AT&T Florida to establish two POIs on Intrado's network. That is both unreasonable on its face and extremely unfair in practice. I am not an attorney, but it is my understanding that when a party seeks interconnection under Section 251(c)(2), it is the CLEC's obligation to supply the facilities and equipment necessary to reach the ILEC's network. Intrado seeks to turn that principle on its head, forcing AT&T Florida to provide all the facilities and equipment necessary to reach Intrado's network.

Q. ARE THERE INHERENT PROBLEMS WITH THE CONCEPT OF A

SINGLE POI IN A 911 ENVIRONMENT?

A. Yes. A single Point of Interconnection is also a single point of failure. Best practices, industry forums and the recent Post Hurricane Katrina Independent Panel all agree that redundant, diverse facilities should be established for 911 traffic. Intrado apparently agrees that diverse facilities should be used when AT&T Florida pays for them, but when Intrado is responsible for the costs involved it seems that Intrado no longer believes that such diversity is needed. AT&T recommends multiple POIs for 911 service, with one of them being at the Selective Router location. Intrado's language would allow them to establish a POI at a convenient location for Intrado and expect not only AT&T, but all carriers to move their facilities to the Intrado POI, possibly disrupting 911 service in the process.

Q. IF INTRADO IS TREATED AS A CLEC AND ALLOWED TO PICK ITS POI, WHY SHOULD IT BE REQUIRED TO INTERCONNECT AT AT&T'S SELECTIVE ROUTER LOCATION?

A. 911 traffic is different than regular PSTN voice traffic and is subject to more stringent guidelines for network diversity and reliability, as I previously mentioned. Also, other carriers will be affected by where Intrado interconnects with AT&T, since all those other carriers are

already connect to AT&T Florida's Selective Router, but would need to re-route facilities and establish new connections if Intrado established a POI somewhere else..

Q. DO ANY OF THESE PROBLEMS YOU HAVE DISCUSSED EXIST WITH AT&T'S PROPOSAL?

A. No.

Q. WHAT IS THE DISPUTE WITH INTRADO'S PROPOSED LANGUAGE IN SECTION 2.2 OF APPENDIX NIM?

A. The dispute centers on where the POI is located for PSTN traffic. As I have stated earlier in my testimony a requesting CLEC must establish a POI on the ILEC's network. In the TRRO at ¶ 138, the FCC states that CLECs

> can choose to locate their switches close to other competitors' switches, maximizing the ability to share costs and aggregate traffic, or close to transmission facilities deployed by other competitors, increasing the possibility of finding an alternative wholesale supply.

Also, according to the FCC[12], if a CLEC does want to interconnect at

[12] FCC First Report and Order - ¶¶ 199, 200, 209 – "Of course a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to section 251(d)(1), be required to bear the cost of that interconnection, including a reasonable profit." "[T]o the extent incumbent LECs incur costs to provide interconnection or access under sections

any technically feasible point, they must bear the cost of such interconnection arrangement. Intrado's language ignores the requirement that they must establish their POI at an AT&T Florida End Office or Tandem building for PSTN traffic. The Commission should adopt AT&T's language, as it follows existing law and will minimize potential disputes when establishing interconnection arrangements between the parties.

Issue 4: What terms and conditions should govern points of interconnection (POIs) when:

c) Intrado requests the use of a mid-span meet point?

Appendix NIM: § 3.3.1.1

Q. WHAT IS THE DISPUTE HERE?

A. This is part of issue 2 and the 13 State ICA NIM Appendix for PSTN traffic. It is my understanding that Intrado's proposed language for a mid-span meet point does not comport with federal law. Intrado ignores the Act and grants themselves "sole discretion" as to when, where, and how to establish a POI. Section 251(c)(2)(B) of the Act is very clear

251(c)(2) or 251(c)(3), incumbent LECs may recover such costs from requesting carriers." "Moreover, because competing carriers must usually compensate incumbent LECs for the additional costs incurred by providing interconnection, competitors have an incentive to make economically efficient decisions about where to interconnect."

that incumbent LECs must provide for interconnection at points "within the carrier's network."

Q. ARE THERE OTHER PROBLEMS WITH INTRADO'S PROPOSED LANGUAGE?

A. Yes. As in other areas of the ICA, Intrado is not only shifting its costs to AT&T Florida, they are attempting to limit AT&T's ability to be compensated. Since this is PSTN traffic, it will include all possible traffic types except 911. Intrado's language clearly states that AT&T Florida is responsible for 50% of Intrado's facility cost and "*will not bill the other Party for any portion of those facilities*" – even if Intrado uses 90% of the facilities for traffic and AT&T Florida uses only 10%. This is another attempt by Intrado to avoid paying AT&T for the services it provides.

Issue 5

a): Should specific terms and conditions be included in the ICA for inter-selective router trunking? If so, what are the appropriate terms and conditions?

Appendix 911: § 7.4.1.4, 7.4.1.5

b): Should specific terms and conditions be included in the

ICA to support PSAP-to-PSAP call transfer with automatic location information ("ALI")? If so, what are the appropriate terms and conditions?

Appendix 911: § 1.3, 1.4

Q. WHICH SCENARIO IS INVOLVED WITH THIS ISSUE?

A. This issue concerns Scenario 3 and call transfers between AT&T Florida and Intrado Selective Routers for their respective PSAP Customers.

Q. WHAT IS THE DISPUTE?

A. Intrado wants mandatory PSAP-PSAP call transfer with ALI everywhere. AT&T's position is that terms for such call transfer capability do not belong in an ICA, but in any event it should not be done with fixed contract terms between AT&T and Intrado. Rather, the PSAPs at issue must be involved and all parties must work together.

Q. IS IT SAFE TO ASSUME THAT ALL CARRIERS THAT WANT THIS CAPABILITY WILL WANT IT SET UP IN THE SAME WAY, i.e., THE WAY DICTATED BY INTRADO'S PROPOSED LANGUAGE?

A. No. When PSAPs do formally request such call transfer capability, they

may not all want to set it up the same way. Different PSAPs may want different arrangements. All parties need to work together to meet the specific desires of the affected PSAPs.

Q. WOULD AT&T FLORIDA INCUR COSTS TO IMPLEMENT SUCH A CAPABILITY, AND IF SO, DOES INTRADO'S PROPOSED LANGUAGE PROVIDE FOR ANY COMPENSATION?

A. Yes, AT&T Florida would incur costs, but no, Intrado's proposed language does not provide for any compensation to AT&T Florida. Implementing this capability would require AT&T Florida to incur costs for facilities, trunks, database storage, extensive translations and testing. Such costs should be incurred only at the PSAP's request, since there would otherwise be no need to incur the expense of providing facilities and trunks for a capability that the PSAP didn't ask for or intend to use. Moreover, the engineering and implementation of such an architecture must be designed and implemented in conjunction with the PSAP as well as any other relevant government agency. Unlike facility and trunking arrangements in a Section 251 ICA, these facilities and trunks would be deployed not to effectuate interconnection between AT&T Florida and Intrado, but rather solely to meet a specific request of the E911 Customers, who are not a party to this agreement. This is one reason why such provisions should not be placed in a

Section 251 ICA. Intrado's language would cut the PSAP out of the process and require that facilities and trunks be provisioned and implemented only one way every time, despite the fact that the PSAPs may want something different, new or unique. Alternatively, Intrado may push to represent only the needs of Intrado's 911 Customer, at the expense of the others, who also deserve a say in how this traffic is routed. As Intrado itself has recognized, "Increasingly, PSAPs and regional authorities are demanding customization"[13].

Q. DOES INTRADO'S PROPOSAL ALSO IMPROPERLY SHIFT COSTS TO AT&T FLORIDA?

A. Yes. Under the established practice today, when AT&T Florida incurs the costs to implement the capability for Selective Router-to-Selective Router call transfers, the requesting PSAP compensates AT&T Florida for those costs. Under Intrado's proposal, however, AT&T Florida would be required to incur all the costs to implement this capability, regardless of whether any PSAP requested it, yet neither the PSAP nor Intrado would compensate AT&T Florida for any of its costs. In effect, Intrado is trying to force AT&T Florida to spend the money to implement new capabilities so that Intrado can then attract PSAP customers by

[13] Intrado December 18, 2006 letter, included as Exhibit MN-5 to my testimony.

promising that those capabilities will be available at reduced rates.

Q. IF INTRADO'S LANGUAGE ISN'T ACCEPTED THEN WOULDN'T AT&T FLORIDA JUST REFUSE TO IMPLEMENT THE FACILITIES AND TRUNKS REQUIRED TO SERVE THE PSAPS?

A. No. AT&T Florida would not refuse implementation. However, to ease Intrado's concern on this issue, AT&T Florida has proposed language in Section 1.4 of the 911 Appendix that would require both Intrado and AT&T Florida to work together and enter into a separate agreement – with the assistance of the PSAPs and necessary government agencies – to effectuate such an arrangement. Thus, accepting AT&T Florida's proposed language would accomplish two goals. First, it would require AT&T Florida to work with Intrado, which it would do anyway; and second, it would allow PSAPs to remain in the picture to ensure that the specific functionalities that they request are provided in a manner acceptable to them.

Issue 6:

a) Should requirements be included in the ICA on a reciprocal basis for:
1) trunking forecasting;
2) ordering; and
3) service grading?

b) If not, what are the appropriate requirements?

Appendix ITR: § 6.1, 8.6, 8.6.1

Attachment 3: § 4, 5, 6

Q. SHOULD FORECASTING REQUIREMENTS BE INCLUDED IN THE INTERCONNECTION AGREEMENT?

A. Yes, they should, but they should also be fair and reciprocal. In order to insure that AT&T Florida has enough trunks to meet the demand of a requesting carrier's traffic, a CLEC must provide its trunk forecast. AT&T's language follows industry guidelines, principles and standards for trunk planning and engineering. AT&T will make available trunk forecast information to Intrado, but the dispute centers around the initial forecast that AT&T Florida requests of Intrado in ITR Section 6.1. It is very important to size trunk groups properly before adding new traffic.

AT&T Florida's trunk forecast will have no meaning for Intrado, from an initial implementation perspective. Intrado's network is the new network and will have to be sized. AT&T Florida's network is already sized to handle the traffic loads that are presented on a minute-by-minute basis every day.

Q. DOES INTRADO'S PROPOSED LANGUAGE FOR ORDERING

CREATE PROVISIONING PROBLEMS?

A. Yes. Intrado's proposed language would require AT&T Florida to follow whatever ordering procedures that Intrado posts on its website (as well as pay whatever rates Intrado wishes to charge), while AT&T Florida's ordering processes and rates are clearly spelled out and incorporated into the ICA. AT&T Florida has proposed fair and reciprocal ordering, forecasting, and trunk grading language in Sections 4 and 6 of the 911 Appendix, Section 4.9 of 9 State Attachment 3 and Sections 8.6 and 8.6.1 of the ITR Appendix, using standard industry accepted systems and processes (e.g., EXACT system and an Access Service Request (ASR) to place orders).

Issue 7:

a) Should the ICA include terms and conditions to address separate implementation activities for interconnection arrangements after the execution of the interconnection agreement? If so, what terms and conditions should be included?

Appendix 911 NIM: § 5.1, 5.3

Q. WHAT IS BEING DISPUTED IN THE ISSUE FOR 911 NIM SECTION 5.1?

A. AT&T Florida's language in 911 NIM Section 5.1 is necessary when

Intrado establishes facility and trunking arrangements at a new AT&T Selective Router. Intrado seeks to omit such language, but without it there would be no way to establish any new interconnection arrangements for Intrado. The language AT&T proposes is standard language that it offers to all CLECs using established practices that provide for advance notification, using systems that have worked successfully for years and would meet both Intrado's and AT&T's network needs.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should approve AT&T Florida's language, as it is necessary to establish interconnections to AT&T's Selective Routers.

Q. WHAT IS BEING DISPUTED IN THE ISSUE FOR 911 NIM SECTION 5.3?

A. AT&T Florida's language in 911 NIM Section 5.3 is necessary when either party wishes to add or remove switches from their networks. From time to time, with either growth or new technology, a switch is added to the network or retired if it has been deemed to be manufactured discontinued. These projects usually take up to a year, as they require long range planning, capital expenditures and require

coordination with other carriers.

Q. WHAT PROBLEMS ARISE IN USING INTRADO'S PROPOSED LANGUAGE?

A. Intrado has edited the NIM Appendix Section 5.3 and has attempted to make it the language of Section 5.1, which as I just stated is meant to notify AT&T when Intrado intends to establish additional interconnections. Intrado left in the Section 5.3 language regarding the removal and installation of additional switches. However, AT&T's Section 5.3 language allows for a 120 day interval to notify the other party of the intent to install or remove switching machines that require coordinated conversion activity. Replacing a switching system is a very large task and the thirty day period suggested by Intrado, is an insufficient amount of time to prepare for such a task.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. AT&T asks the Commission to rule in favor of AT&T to maintain the necessary language for managing the network elements and provide for good service.

Issue 8:

b) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Intrado is the Designated 911/E911 Service Provider?

Appendix 911: § 7.3.1, 7.3.3

Q. WHAT IS THE DISPUTE HERE?

A. This issue concerns Scenario 3 for the ALI database responsibilities for PSAP-PSAP call transfers. This issue is closely related to Issue 5, where Intrado wants this feature to be included in the ICA. As stated earlier, AT&T Florida believes that the PSAPs of both parties must agree to any call transferring, not just Intrado's. Again, Intrado's proposed language would cut the PSAP out of the process and require database entries to be made regardless of whether both PSAPs agreed to receive these calls or not.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should adopt AT&T's language, as it is fair to all parties. The PSAPs are the 911 customer and this service is specifically for PSAP-PSAP call transfers. They must be involved with the process and AT&T's language allows for that provision.

Issue 9: To the extent not addressed in another issue, which terms and conditions should be reciprocal?

Appendix 911: § 3.1,, 7.1, 7.1.1, 9.2, 9.4, 9.5

Q. WHAT IS THE ISSUE ASSOCIATED WITH THE DISPUTED LANGUAGE IN THE 911 APPENDIX SECTION 3.1?

A. This issue deals with each Party treating the other Party's end user at parity with how they treat their own end user. It is AT&T's position that the 911 customer is not an end user, but rather is in a separate category altogether. Section 3 provides terms and conditions for AT&T Florida's responsibilities when AT&T Florida is the 911 service provider. This is Scenario 1, where Intrado's end users are dialing 911 to access AT&T Florida-served PSAPs. Since this is a service provided to Intrado's end users, it is appropriate that AT&T Florida provide such service at parity with what it provides its own end users. Since AT&T Florida's E911 Customer (i.e., the PSAP) is not dialing 911, it does not make sense to include E911 Customers in this parity provision. AT&T has proposed language to Intrado to resolve this issue, but without response.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should adopt AT&T's language, as it is fair to both parties. AT&T's language provides for parity in the treatment of the end user dial-tone customers who rely on 911 services for their safety. Intrado seeks to define "End User" in an inappropriate way which would include parties that are not customers that actually utilize 911 services. The measure of parity is and must be based on the true end user, as it is their lives and property at stake when they make that 911 call.

Q. WHAT IS THE ISSUE ASSOCIATED WITH THE DISPUTED LANGUAGE IN THE 911 APPENDIX SECTIONS 7.1 AND 7.1.1?

A. This issue concerns the language that AT&T proposes in these sections pertaining to the coordination and provisioning of facilities and trunks, as well as testing all of them prior to passing live traffic. AT&T believes this is a fundamental step in providing service and that AT&T's language is in the best interest of public safety and the general public at large.

Q. HAS INTRADO OFFERED LANGUAGE THAT ACCOMPLISHES

THESE TASKS?

A. No.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should adopt AT&T's language, as it is especially necessary for 911 traffic and the public at large.

Q. WHAT IS THE ISSUE ASSOCIATED WITH THE DISPUTED LANGUAGE IN THE 911 APPENDIX SECTIONS 9.2, 9.4 AND 9.5?

A. This issue deals with any state specific forms that may be required to be filled out for any carrier that provides service and whose end users will be originating 911 calls. AT&T has offered language to Intrado that, if accepted, will address this issue.

Q. HAS INTRADO OFFERED LANGUAGE TO ADDRESS ANY STATE SPECIFIC 911 REQUIREMENTS?

A. No.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should adopt AT&T's language, as it is fair to both parties. AT&T's language allows for a generic term to accommodate any state form that may exist today or in the future. Intrado's language makes reference to the Exhibit 1, which is in use in some of the AT&T Southwest states, but not in all of the states where AT&T provides service. The term that AT&T has proposed is more appropriate, since it can conform to any requirements necessary.

Issue 10: What 911/E911- related terms should be included in the ICA and how should those terms be defined?

Appendix 911: § 2.3, 2.15, 2.19

Q. WHAT IS THE ISSUE ASSOCIATED WITH THE DISPUTED LANGUAGE IN THE 911 APPENDIX SECTIONS 2.3?

A. The language in 911 Appendix Section 2.3 concerns a definition for 911 trunk, which is changed to meet the needs of Intrado, since they are only using Selective Routers and not End Office switches. AT&T has proposed the generic term "switch" in place. This language has been proposed to Intrado, but Intrado has not responded.

Q. WHAT IS THE ISSUE ASSOCIATED WITH THE DISPUTED LANGUAGE IN THE 911 APPENDIX SECTIONS 2.15 AND 2.19?

A. The dispute involves language proposed by Intrado that is vague and ambiguous, even though Intrado has agreed to other language in another state. AT&T's proposed language is the language Intrado agreed to in the other state. It seems logical that if Intrado has agreed to this language before the issue should be resolved. However, it remains open until Intrado determines that it will either accept it or let the Commission decide. The language that both parties have already agreed to elsewhere is the appropriate language.

Issue 30:

a) Should the definitions of Central Office Switch and Tandem Office Switch include selective routers or 911/E911 tandem switches?

Appendix GTC §§ 1.1.42

b) Should the definition of Tandem Office Switch include emergency call routing?

Appendix GTC § 1.1.42.2

Q. WHAT IS THE DISPUTE IN GTC 1.1.42?

A. Intrado's proposed language in GTC Section 1.1.42 creates a new category for the PSTN. Intrado's language provides that any switching system that may be connected is also part of the PSTN.

That opens up sub-switches, such as PBXs, which are definitely not a part of the PSTN. There are guidelines defining the minimum requirements for a class 5 switching system. Telcordia publishes these requirements in the Local Switching Systems Generic Requirements (LSSGR), which is a multi volume document that defines all aspects of a switching system. Intrado's language should not be adopted as it changes the meaning of the definition.

Q. WHAT IS THE DISPUTE IN GTC 1.1.42.2?

A. Intrado has proposed language that is technically incorrect. A tandem switch is sometime referred to as a class 4 switch. The basic function of a tandem switch is to switch calls or traffic between other switches - that is, calls from one switch to another switch for which there is no available direct trunk path connecting those switches. A tandem switch accomplishes this by connecting a trunk, which comes from one switch, to a trunk that goes to another switch. A tandem switch does this for all types of traffic for which it is designed and provisioned. However, it does not function as a Selective Router.

Q. HOW SHOULD THE COMMISSION RULE IN THIS ISSUE?

A. The Commission should adopt AT&T's language for these definitions, which is technically correct and depicts the proper function of the switch that is described. Intrado's does not.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes, but I reserve the right to supplement my testimony in the event new issues arise.

AT&T FLORIDA

REBUTTAL TESTIMONY OF MARK NEINAST

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

MAY 28, 2008

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T ("AT&T"), AND YOUR BUSINESS ADDRESS.

A. My name is Mark Neinast. My business address is 308 S. Akard, Dallas, Texas 75202. I am employed by AT&T Services, Inc. as an Area Manager – Regulatory Relations to AT&T's Network Planning and Engineering Department.

Q. ARE YOU THE SAME MARK NEINAST THAT FILED DIRECT TESTIMONY ON APRIL 21, 2008?

A. Yes.

Q. PLEASE DESCRIBE THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. I am offering rebuttal testimony on the network and technical aspects of Intrado's Petition for Arbitration, Docket No. 070736-TP and the direct testimony of one of its witness, Mr. Hicks. Specifically, I address Issues 3(a-b), 4, 7(a) and 8(a) in rebuttal. Issue 8(a) was designated as "agreed to" at the time I filed my direct testimony, but that status has been changed as noted by Ms. Pellerin. My

testimony is intended to operate in conjunction with the testimony of AT&T Florida witness Ms. Pellerin.

Q. CAN YOU PLEASE SUMMARIZE THE KEY POINTS IN THIS ARBITRATION, FROM A NETWORK PERSPECTIVE?

A. Yes. From a network perspective, there are several key issues that must be resolved between Intrado and AT&T Florida that affect both the cost of providing network services and the actual quality of 911 service itself. Intrado attempts to create a regulatory arbitrage, whereby AT&T Florida must subsidize Intrado's network architecture by placing a Point of Interconnection ("POI") beyond the ILEC network on Intrado's network when Intrado is the E911 System Service Provider, in all other situations rearrange the currently diverse AT&T Florida 911 facilities to establish a POI in a central office other than the AT&T Florida Selective Router location, establish an entirely new methodology of provisioning service to end users to implement Class Marking (which effectively makes each End Office a Selective Router) and forego all compensation for providing network services.

Issue 3a: What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado is the designated 911/E911 Service Provider?

Issue 3b: What trunking and traffic routing arrangements should be used for the exchange of traffic when AT&T is the designated 911/E911 Service Provider?

Q. IS IT APPROPRIATE FOR INTRADO TO REDESIGN THE ORDERING AND PROVISIONING OF SERVICE ORDER SYSTEMS FOR AT&T FLORIDA?

A. No. On page 10 of Mr. Hicks' testimony, he refers to using tax rate data and 911 collection data as a means of provisioning local service for AT&T Florida. As I stated in my direct testimony on Issue 3a regarding Class Marking, this system is not in use today because it is manual, unreliable and prone to errors. The public's expectation of 911 service is that it should be automatic, reliable and error free.

Q. MR. HICKS' EXPLANATION FOR A SPLIT WIRE CENTER IS THAT THE CURRENT ILEC MODEL USING INDUSTRY STANDARDS IS AN "UNREASONABLY COSTLY OPTION"[1]. PLEASE RESPOND.

A. In a switching network, each switch has complex translations tables to maintain the services for each End User customer, as well as routing instructions for each possible call scenario. Mr. Hicks' suggestion is to create additional complexities to these translations tables, rather than use the existing centralized Selective Router Data Base (SRDB). As I stated in my direct testimony, there are reliability concerns with Class Marking and the Commission should reject this concept. This data is used in call processing and is critical to the completion of 911 calls.

Q. MR. HICKS STATES ON PAGE FOURTEEN OF HIS DIRECT TESTIMONY THAT CLASS MARKING IS THE OPTIMAL WAY FOR CARRIERS TO ROUTE

[1] Hicks Direct at page 10, line 22

TRAFFIC TO THE APPROPRIATE 911 PROVIDER. IS THIS ACCURATE FROM A TECHNICAL STANDPOINT?

A. No. Intrado's recommendations are simply an attempt to make AT&T Florida's 911 service cost prohibitive and Intrado's 911 service more cost competitive. The current AT&T Florida 911 system is one of the best in the nation. To intentionally make service degradation concessions for Intrado's financial benefit would not serve the public at large in Florida and does not make sense. Intrado seeks to profiteer from 911 services by creating complex End User translations table changes that are unwieldy, manual and not recommended by NENA (as stated in my direct testimony at page 28). End Users rely on this system for their safety. The risks are too high, in terms of potential loss of life and property to make the changes Intrado advocates.

Q. MR. HICKS CONTENDS (P. 17) THAT THE PRIMARY SELECTIVE ROUTING SOLUTION HAS A NEGATIVE PUBLIC SAFETY EFFECT. DO YOU AGREE?

A. No. The basis for Mr. Hicks' argument seems to be that the Primary Selective Router method introduces an additional point of failure in the network. However, the only additional network element being introduced is Intrado's Selective Router, which Mr. Hicks contends is necessary to promote quality and reliability.[2] Additionally, Intrado does not oppose the Primary Selective Router methodology as long as *Intrado* performs as the Primary Selective Router in all circumstances. If Mr. Hicks was truly concerned about introducing additional points of failure in

[2] Hicks Direct at page 11, lines 14,15

the network, then he would accept AT&T Florida's fair proposal that the party that serves the majority of the End Users serve as the primary Selective Router. That way the fewest possible calls receive Selective Router switching twice. Mr. Hicks' arguments do not hold water.

Q. DOES INTRADO HAVE EXPERIENCE WITH CLASS MARKING?

A. I do not believe so. Intrado does not operate end office switches, and therefore it would not implement Class Marking in its own network. Furthermore, it is my understanding that Intrado does not require its carrier customers to implement Class Marking in their networks either.

Q. IS THERE A LEGAL REASON WHY CLASS MARKING SHOULD NOT BE REQUIRED?

A. Yes. As Mr. Hicks is fond of mentioning, the Section 251 rules only require ILECs to offer interconnection that is at least equal in quality to that provided to itself, an affiliate, or another carrier.[3] AT&T Florida is not under any obligation to provide interconnection that it does not provide to itself or to another party. AT&T Florida does not provide Class Marking to itself or another carrier, and therefore it is not obligated to do so for Intrado.

Q. WHAT DOES AT&T FLORIDA PROPOSE TO DO WHEN INTRADO SERVES A PSAP IN A WIRE CENTER THAT IS NOT SPLIT?

[3] Section 251(c)(2)(c).

A. In such instances, it is not necessary to do either Class Marking or Primary Selective Routing. Instead, AT&T Florida will establish a direct trunk group to the Intrado Selective Router without providing any additional switching. The parties do not have a dispute regarding such instances.

Q. IS MR. HICKS CONFUSED IN REGARD TO ROUTING DIFFERENT TYPES OF TRAFFIC OVER A FIBER MEET, AS HE DESCRIBES ON PAGE 19 OF HIS DIRECT TESTIMONY?

A. Yes. Mr. Hicks states that AT&T Florida 's practices would restrict the type of 911 traffic to be included on the fiber meet facility. This is not the case. AT&T Florida would only want Intrado to establish the appropriate trunk groups for each category of traffic, i.e. local exchange, inter-LATA interexchange, 911, etc.

Q. MR. HICKS MAKES A STATEMENT THAT AT&T FLORIDA'S PROPOSED LANGAUGE WOULD REQUIRE INTRADO TO DOCUMENT SPECIFICATIONS AND CONFIGURATIONS OF INTRADO'S 911 CUSTOMER.[4] IS THIS SO?

A. I am not aware of any customer proprietary information that Intrado would be required to provide to AT&T Florida. Since Mr. Hicks does not cite to an appendix or section, it is hard to specifically rebut his claim. However, I believe that he is mistaken.

[4] Hicks Direct at page 20, lines 9 - 11

Q. ON PAGE 20, LINES 18-23 AND PAGE 21, LINES 1-3, MR. HICKS DESCRIBES THE TERMS "DESIGNATED" AND "PRIMARY" TO BE USED WHEN DETERMINING WHICH CARRIER IS SERVING THE PSAP. DOES THIS TESTIMONY RELATE TO DISPUTED LANGUAGE?

A. Since Mr. Hicks has chosen not to cite the language in question, I can only search through the 911 appendix for any use of the word "primary". I have not found any use of the word "primary" in respect to which carrier serves the 911 customer. There are several uses of the word "primary" and all of these are appropriate uses of the word that describe the relationships that are required for this interconnection. If Mr. Hicks' suggestion is that the word "primary" be stricken from the ICA, there would be holes in the agreement that would require much interpretation by the parties on an ongoing basis or in dispute resolution.

Q. ON PAGE 26 OF MR. HICKS' TESTIMONY, HE MAKES REFERENCE TO MISDIRECTED 911 CALLS. IS THIS INCONSISTENT WITH INTRADO'S PUSH FOR CLASS MARKING OR LINE ATTRIBUTE ROUTING, AS IT IS SOMETIMES REFERRED TO?

A. Yes. Mr. Hicks advocates Class Marking throughout his entire testimony, in spite of the fact that this technique is technically inferior and fraught with potential for misrouted 911 calls. However, in this section of testimony regarding PSAP-PSAP transfers, misrouted traffic is the reason Mr. Hicks uses to establish these customer specific trunk groups. In my experience of routing 911 traffic, there are very few misrouted calls and none of them were resolved using a PSAP-PSAP transfer trunk group. PSAP-PSAP transfer trunk groups are complicated, costly,

and AT&T Florida's position is they are only needed when a PSAP requests them. That is why these arrangements should be outside of the ICA and should involve the requesting PSAP(s).

Issue 4: What terms and conditions should govern points of interconnection (POIs) when:

a) Intrado is the designated 911/E911 service provider?
b) AT&T is the designated 911/E911 service provider?
c) Intrado requests the use of a mid-span meet point?

Q. MR. HICKS STATES ON PAGE 16 OF HIS DIRECT TESTIMONY THAT AT&T FLORIDA HAS PERMITTED THE SAME TYPE OF INTERCONNECTION THAT INTRADO IS REQUESTING WITH OTHER ILECS. IS THIS TRUE?

A. No. When ILECs interconnect with each other, they are not in competition with each other. An ILEC provides service within its own local exchange area and does not compete for customers in another carrier's exchange. Each ILEC pays for cable facilities to the edge of their exchange (Exchange Area Boundary) and traffic is typically "in balance" between each carrier. Intrado is a CLEC, not an ILEC, is in direct competition with AT&T Florida, and does not have an Exchange Area Boundary. Also, if Intrado becomes the 911 provider, there will be one-way traffic from AT&T Florida to Intrado, which is not a balance of traffic.

With CLECs, the Telecom Act of 1996, Section 251(c) (along with several subsequent FCC Orders) governs the rules of interconnection. There are many concessions ILECs must provide to CLECs as a part of an interconnection, e.g. certain subsidies given at TELRIC rates, collocation in ILEC equipment rooms, and rules to establish an interconnection agreement that are indicative of

competitive LEC (or CLEC) interconnections. Intrado is certificated as a CLEC and AT&T Florida should not be obligated to treat Intrado as an ILEC. If another ILEC were to compete within AT&T Florida's local exchange, it would be entering AT&T Florida's market as a CLEC and would be required to establish a separate interconnection under Section 251(c). For the purposes of an ILEC's CLEC operation, the rules of ILEC interconnection are no longer applicable. This is consistent with how AT&T functions in its CLEC role when interconnecting with other ILECs.

Q. MR. HICKS STATES ON PAGES 21-24 OF HIS DIRECT TESTIMONY THAT INTRADO WANTS TO MIRROR THE TYPE OF INTERCONNECTION USED WITH OTHER ILECS. IS INTRADO AN ILEC?

A. No. As I stated earlier, Intrado is a CLEC and must interconnect with AT&T Florida following the rules of Section 251(c). The rules of interconnection are different for CLECs than for ILECs. Intrado wants to be treated as a CLEC in some instances, and as though it were an ILEC in others, depending on which classification it finds most advantageous in any given situation. Section 251(c) does not allow this approach. Instead, Intrado must stay within the system designed for CLEC interconnection. Facility costs are a significant outlay for a carrier. By stating that this type of interconnection "yields the most efficient and cost effective interconnection arrangement"[5], Intrado seeks to shift its costs to AT&T Florida in an attempt to create a competitive edge for Intrado's 911

[5] Hicks Direct at page 22, lines 6 - 8

service. I hope that the Commission is not misled by this maneuver into allowing Intrado an ILEC interconnection for a CLEC business model.

Q. ARE THERE OTHER PROBLEMS WITH INTRADO'S INTERCONNECTION PROPOSAL?

A. Yes. When a CLEC seeks interconnection under Section 251(c)(2), it is the CLEC's obligation to supply the facilities and equipment necessary to reach the ILEC's network. Intrado seeks to turn that principle on its head, forcing AT&T Florida to provide all the facilities and equipment necessary to reach Intrado's network.

Q. WHY DID THE FCC ESTABLISH DIFFERENT RULES FOR CLECS?

A. When ILECs interconnect, the distance between them is typically very short and the cost is minimal to both sides. The FCC noted that CLECs could control such facility costs in a manner that the ILEC cannot, by deciding where to place its network.[6]

Q. ARE THERE OTHER PROBLEMS WITH INTRADO'S PROPOSED LANGUAGE?

A. Yes. As in other areas of the ICA, Intrado is not only shifting its costs to AT&T Florida, it is attempting to limit AT&T Florida's ability to be compensated. Since

[6] 12 FCC First Report and Order - ¶¶ 199, 200, 209

this is Public Switched Telephone Network ("PSTN") traffic, it will include all possible traffic types except 911. Intrado's language clearly states that AT&T Florida is responsible for 50% of Intrado's facility cost and "*will not bill the other Party for any portion of those facilities*" – even if Intrado uses 90% of the facilities for traffic and AT&T Florida uses only 10%. This is another attempt by Intrado to avoid paying AT&T Florida for the services it provides.

Q. MR. HICKS MENTIONS, ON PAGE 24 OF HIS DIRECT TESTIMONY, AN FCC RULE REGARDING THE USE OF A MID-SPAN MEET POINT. DOES THIS RULE STILL APPLY?

A. While I am not an attorney, my reading of the authority is that the FCC's First Report and Order made the comment that a mid-span meet point was technically feasible and something that the ILEC could provide. However, subsequent orders from the FCC treat the entire facility as an entrance facility that the CLEC controls and is not impaired from ordering from third parties. In this regard, the FCC's Triennial Review Remand Order ("TRRO") states the following at 138:

> As we noted in the *Triennial Review Order*, entrance facilities are used to transport traffic to a switch and often represent the point of greatest aggregation of traffic in a competitive LEC's network. Because of this aggregation potential, entrance facilities are more likely than dedicated transport between incumbent LEC offices to carry enough traffic to justify self-deployment by a competitive LEC. Moreover, competitive LECs have a unique degree of control over the cost of entrance facilities, in contrast to other types of dedicated transport, because they can choose the location of their own switches. For example, they can choose to locate their switches close to other competitors' switches, maximizing the ability to share costs and aggregate traffic, or close to transmission facilities deployed by other competitors, increasing the possibility of finding an alternative wholesale supply. In addition, they often can locate their switches close to the incumbent LEC's central office, minimizing the length and cost of entrance facilities.

The facility costs for Intrado are under Intrado's control, since Intrado can place its switch in close proximity to the area that it will be serving.

Q. MR. HICKS STATES ON PAGE 25 OF HIS TESTIMONY THAT INTRADO HAS THE RIGHT TO A SINGLE POI AT ANY TECHNICALLY FEASIBLE POINT ON AT&T FLORIDA'S NETWORK. IS THIS IN THE BEST INTEREST OF A 911 NETWORK?

A. No. For normal voice traffic, a single POI is an economical way for a new entrant CLEC to establish an interconnection. However, a single Point of Interconnection is also potentially a single point of failure. Normally, AT&T Florida would not meddle with where a CLEC wants to place its POI. However, AT&T Florida has a vested interest in the reliability of Intrado's network architecture because AT&T Florida's end users will be required to rely on Intrado's ability to properly route 911 traffic to the correct PSAP. There is an extremely large investment by *all carriers* that have established 911 trunks to the AT&T Florida Selective Router using diverse facilities.

To allow Intrado to place its single POI in any other place will require *all carriers* to establish new diverse facilities at some arbitrary location of Intrado's choosing. This is not only an unsound business decision for *all carriers*, but has the potential for a major FCC Reportable Service Disruption[7] if allowed to occur.

[7] The FCC has stringent guidelines for reporting Service Disruptions and all 911 outages with a duration equal to thirty minutes or longer must be reported to the FCC. An outage is defined as a significant degradation in the ability of an end user to establish and maintain a channel of communications as a result of failure or degradation in the performance of a communications

Again, AT&T Florida's end users rely on 911 service for their safety, and it would not be prudent to allow Intrado to arbitrarily choose a POI at any location other than the Selective Router location. If Intrado chooses to have a second or more POIs, then there is no problem building out to accommodate these requests, as long as it's coordinated properly to avoid an outage.

Q. YOU'VE TESTIFIED REGARDING THE LEGAL OBLIGATION FOR THE POI TO BE ON THE ILEC'S NETWORK. HAS THE FCC SPECIFICALLY ADDRESSED THIS ISSUE?

A. Yes. In an Order dealing with the proper cost demarcation point of facilities for 911 traffic (which is essentially what the POI is), the FCC determined that the Selective Router is the proper demarcation point.[8]

Issue 7: a) Should the ICA include terms and conditions to address separate implementation activities for interconnection arrangements after the execution of the interconnection agreement? If so, what terms and conditions should be included?

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provider's network. Degradation differs from the term "outage" in that it connotes a reduction in the quality of service that could be perceived by some (but not necessarily all of the) users as a total outage. The FCC has categorized four types of 911 outages: 1) 900,000 Potential User Minutes when failure is not at the PSAP location and no reroute for all end users; 2) Loss of 911 call processing capabilities in one or more E-911 tandems/ selective routers; 3) Isolation of one or more end-offices or host /remote clusters; 4) Loss of ANI/ALI and/or a failure of Phase II equipment and potentially affecting at least 900,000 User-Minutes.

[8] *In the Matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems, Request of King County, Washington,* CC Docket No. 94-102, *Order on Reconsideration,* (rel. July 24, 2002, ¶ 4.

Q. ON PAGE 30 OF MR. HICKS' TESTIMONY, HE STATES THAT AT&T FLORIDA SHOULD NOTIFY INTRADO OF ANY NETWORK CHANGES. IS THIS PART OF THE LANGUAGE THAT INTRADO HAS DISPUTED IN APPENDIX 911 NIM, SECTIONS 5.1 AND 5.3?

A. Yes. As I stated in my direct testimony, Section 5.1 pertains to Intrado establishing a new interconnection, possibly with an AT&T Florida Selective Router, which is a minor change. Section 5.3 states "Either Party may add or remove additional switches. The Parties shall provide ***30*** **120** days written notice to establish **such** ***additional*** Interconnection ***arrangements or re-arrangements of existing interconnections***; and the terms and conditions of this Agreement will apply to such Interconnection." (AT&T's proposed language is **bold underlined** and Intrado's proposed language is ***bold italics.***) AT&T Florida believes that each party should notify the other within 120 days, so that these major changes to the network can be coordinated and all of the details worked out to avoid a service outage.

Intrado has rejected AT&T Florida's language, and now Mr. Hicks is complaining that Intrado will not know when these changes will occur. The solution to Mr. Hicks' dilemma is to accept the language in Appendix 911 NIM, Sections 5.1 and 5.3. AT&T Florida does not want service outages and will work diligently toward avoiding an outage, but Intrado does need to cooperate.

Issue 8a: What terms and conditions should be included in the ICA to address access to 911/E911 database information when AT&T is the Designated 911/E911 Service Provider?

Appendix 911: § 3.4.3, 3.4.5

Q. WHAT ARE THE DISPUTES UNDER ISSUE 8(a)?

A. There are two main disputes associated with Intrado's proposed language in the 911 Appendix for Issue 8(a). The first involves Intrado's proposed language in Section 3.4.3. Intrado proposes an undefined, vague and ambiguous term "ALI Interoperability", which Intrado seeks to obligate AT&T Florida to provide. The second dispute involves Intrado's proposed language in Section 3.4.5 that obligates AT&T Florida to work collaboratively to maintain steering tables in Intrado's network.

Q. IN APPENDIX 911 SECTION 3.4.3, WHAT DOES THE TERM ALI INTEROPERABILITY MEAN?

A. I am not exactly sure what it means, since the term "ALI interoperability" is not defined anywhere in the ICA or on the NENA website, which is the default definition standard both parties have agreed to use when settling definition issues. This term is vague and ambiguous and may be an attempt by Intrado to establish a new protocol beyond what is in use today. If that is the case, then any new protocols should be agreed to at an industry level. An industry standards body should be utilized to allow all carriers to have input into this as well.

However, there are known definitions of each word of Intrado's newly created term, but that does not resolve the issue. I know the term ALI is Automatic Location Identification, which is used by PSAPs to identify an end user's street address from the MSAG (Master Street Address Guide). NENA defines Interoperability as "The capability for disparate systems to work together." To combine these two terms creates a new definition altogether with a new meaning that is vague and ambiguous. This may even have the possibility of creating an obligation for AT&T Florida to use non-standard protocols that are unreliable. This should not be allowed.

Q. IN APPENDIX 911 SECTION 3.4.5, WHAT OBLIGATIONS DOES THE INTRADO LANGUAGE PLACE ON AT&T FLORIDA?

A. I am not an attorney, but the implications are that AT&T Florida is to "collaboratively work" with Intrado to help Intrado maintain the 911 steering tables in Intrado's 911 system. This is the software within a 911 network that will either route to the correct PSAP or not.

Q. DOES AT&T FLORIDA CURRENTLY PROVIDE THIS SERVICE TO ILECS OR ANY OTHER 911 SYSTEM SERVICE PROVIDER?

A. No.

Q. REGARDLESS OF THE TYPE OF TRAFFIC, DOES AT&T FLORIDA PROVIDE TRANSLATIONS TABLE PROVISIONING AND MAINTENANCE TO OTHER CARRIERS?

A. No.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should adopt the AT&T Florida language, because it is clearly stated and does not create unnecessary obligations for Intrado or AT&T Florida.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

AT&T FLORIDA

SUPPLEMENTAL REBUTTAL TESTIMONY OF MARK NEINAST

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

JUNE 13, 2008

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH AT&T ("AT&T"), AND YOUR BUSINESS ADDRESS.

A. My name is Mark Neinast. My business address is 308 S. Akard, Dallas, Texas 75202. I am employed by AT&T Services, Inc. as an Area Manager – Regulatory Relations to AT&T's Network Planning and Engineering Department.

Q. ARE YOU THE SAME MARK NEINAST THAT FILED DIRECT TESTIMONY ON APRIL 21, 2008 AND REBUTTAL TESTIMONY ON MAY 28, 2008?

A. Yes.

Q. PLEASE DESCRIBE THE PURPOSE OF YOUR SUPPLEMENTAL REBUTTAL TESTIMONY?

A. I am offering supplemental rebuttal testimony to respond to issues raised for the first time in the rebuttal testimony of Intrado's witness, John Melcher. Specifically, I address Issues 3(a-b), in this rebuttal.

Q. CAN YOU PLEASE SUMMARIZE THE KEY POINTS IN YOUR SUPPLEMENTAL REBUTTAL TESTIMONY?

A. Yes. Mr. Melcher goes into great detail as to why AT&T Florida should adopt a methodology known as Class Marking, which Mr. Melcher refers to as Line Attribute Routing. Although Mr. Melcher has some impressive references regarding his 911 PSAP and NENA experience, he does not state that he has the professional telecommunications background necessary to support the claims he makes. Specifically, he lacks an understanding of the switching translation changes that would be necessary to implement Class Marking[1], and therefore, he can not accurately testify whether Class Marking is more (or less) reliable than the Primary Selective Router method. In fact, he provides no references to NENA, where he was past president, and it was NENA that deemed Class Marking as problematic. As I stated in my direct testimony at page 19, lines 4-6 (with supporting documentation in Exhibit MN-4)[2] NENA does not

[1] Intrado witness Hicks uses the term Class Marking, while Mr. Melcher uses the term Line Attribute Routing. It is unclear, whether both Intrado witnesses are testifying as to the same proposal or not, but for purposes of my testimony, I will assume that both terms are synonyms for Class Marking.

[2] Exhibit MN-4 - NENA Standard for E9-1-1 Default Assignment and Call Routing Functions NENA 03-008, Version 1, January 19, 2008, § 2.1 Call Routing Facts (at para. 1) "9-1-1 call

recommend using Line Class Codes for determining call routing of 911 calls. The process that Intrado proposes would be a detriment to AT&T Florida and its end users that rely on 911 for their protection of life and property and is only being proposed to create a competitive advantage for Intrado. In my supplemental rebuttal testimony, I will further describe the many issues that arise with the use of Class Marking, also known as Line Attribute Routing.

Issue 3a: What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado is the designated 911/E911 Service Provider?

Issue 3b: What trunking and traffic routing arrangements should be used for the exchange of traffic when AT&T is the designated 911/E911 Service Provider?

Q. MR. MELCHER STATES THAT THERE ARE ONLY LIMITED EFFORTS MADE FOR 911 COMPETITION. IS THIS A LARGE MARKET SEGMENT THAT IS BEING OVERLOOKED BY CLECS?

routing accuracy may be affected by various factors ranging from lack of up-to-date identification of the subscriber's service address/calling location; delay in service order processing; default call routing rules used to support the subscriber's NPA NXX, the serving area or the network elements..." (at para. 3) "It must also be recognized that "default" call routing is not the same as a "misroute". Misrouted calls are generally caused by incorrect information associated with the caller due to a human or mechanical failure, whereas default routed calls are caused by a lack of selective routing information."

A. No. This is not a large market segment - rather it is an obligation to provide for emergency services for the end users in each community. I cannot agree with Mr. Melcher regarding the competitive market opportunities he sees for 911 services, but Mr. Melcher does correctly state that cost recovery is an issue. Until now, there have not been any CLECs approaching AT&T Florida to compete for 911 services. Maybe CLECs avoid this market because it is a public service and not a retail service with a higher profit margin. Nevertheless, AT&T Florida has not kept CLECs from providing 911 service, as Mr. Melcher alludes in his testimony on page six, lines 9-12. AT&T Florida's negotiations and positions in the Intrado arbitration are mainly concerned with equitable cost recovery and network reliability.

Q. IS IT APPROPRIATE FOR INTRADO TO REDESIGN THE ORDERING AND PROVISIONING OF SERVICE ORDER SYSTEMS FOR AT&T FLORIDA?

A. No. The system Mr. Melcher proposes is not in use today because it is manual, unreliable and prone to errors. The public's expectation of 911 service is that it should be automatic, reliable and error free. Intrado has created a niche market providing database management functions for 911 traffic and should clearly know that any manual system would be inferior to

an automated process that utilizes modern database management processes.

The E911 selective router in fact, utilizes a database management process to route a 911 call to the correct PSAP. Class Marking is a manual process and if it were to be automated, it would require significant financial and manpower resources to change AT&T's overall provisioning process just to accommodate what the selective router already does with a very high degree of accuracy.

Q. ON PAGE 11, LINES 12-15 OF MR. MELCHER'S TESTIMONY, HE MAKES THE STATEMENT THAT "BY RELYING ON LINE ATTRIBUTE ROUTING...THE CALL MAY BE DELIVERED WITHOUT INTRODUCING FURTHER COMPLEXITIES OR POINTS OF FAILURE DURING CALL SET-UP AND DELIVERY TO THE APPROPRIATE E911 SYSTEM." IS THIS CORRECT?

A. No. In fact, exactly the opposite is true. Class Marking is a manual process, where each individual Service Representative processing customer service orders will determine the routing of 911 traffic. There are AT&T Service Representatives across AT&T's footprint who take orders from customers and process service orders each day. If they have the necessary knowledge and make no errors whatsoever in their work

activities, there will be no problems in processing these orders; 911 calls will route correctly. However, if there are human errors in the processing of these orders, there will be misrouted 911 calls. In my experience, what Intrado proposes is very complex, involving personnel that were never meant to be included in the routing of 911 calls. Mr. Melcher correctly states that the fewer points of failure introduced into call set-up and delivery, the more accurate call delivery will be. However, the method he proposes will create more complexity and points of potential failure than the current selective router method that is in use today.

Q. ARE 911 CALLS MORE RELIABLE USING THE CURRENT SELCTIVE ROUTER METHOD THAN CLASS MARKING?

A. Yes. On page 11, lines 17-20, Mr. Melcher ignores a fundamental network principle in that he assumes that all points in the call path will all have the same degree of reliability. This is not the case. 911 Selective Routing is a highly reliable method for routing 911 traffic that has been in place for decades. It is mechanized, efficient and its proven track record makes it the gold standard for the routing of 911 traffic. Performing 911 Selective Routing twice, will not degrade the 911 network, since Selective Routing is highly reliable. Conversely, Class Marking is not highly reliable, but error prone. The fact that Class Marking will only be performed once

on a call as opposed to Selective Routing being performed twice, does not in itself mean that Class Marking is more reliable.

Q. CAN YOU PROVIDE AN EXAMPLE TO ILLUSTRATE?

A. Yes. Assume Selective Routing is 99.999% reliable, and Class Marking is only 90% reliable. Since a call will only be Class Marked once, the overall Class Marking process is 90% reliable. AT&T Florida's proposal is to use the primary Selective Routing method. The majority of calls under this proposal will only need to be Selective Routed once, making the process for the majority of calls 99.999% reliable. The other calls will need to be Selective Routed twice (once at the primary Selective Router, and once again at the Secondary Selective Router); however, since Selective Routing is 99.999% reliable, performing the function twice, still makes the overall process 99.998% reliable, which is still a significant improvement from the Class Marking process which is only 90% reliable.

Q. CAN CLASS MARKING ACTUALLY CREATE MORE POINTS OF FAILURE IN THE NETWORK THAN PRIMARY SELECTIVE ROUTING?

A. Yes. Mr. Melcher correctly states that the fewer points of failure introduced into call set-up and delivery, the more accurate call delivery will be. However, the method he proposes will create more complexity and

points of failure than the current selective router method that is in use today. With Class Marking, many manual translations changes are required to create the initial network capabilities before it can be used. This is both expensive and labor intensive. Once the basic capabilities have been built into the network, service order changes will be required for every existing customer to change their service to include Class Marking. This step too, is manual, expensive and labor intensive. These manual decisions will be required each time a customer establishes or changes their service. AT&T Florida has never needed to train Service Representatives to understand call routing and network translations impacts, let alone be responsible for insuring that 911 calls are delivered to the correct PSAP.

Q. ARE 911 CALLS SIMILAR TO LONG DISTANCE CALLS, AS MR. MELCHER STATES IN HIS TESTIMONY, ON PAGE 11, LINES 3-4?

A. No. Mr. Melcher makes the comparison that 911 routing would be similar to routing 1+ long distance traffic. There are two major configurations with long distance call routing. The first is often referred to as intraLATA toll (or LEC-LEC toll), and it does not use an interexchange carrier (IXC) in any part of the call. The second uses an IXC to carry the call from the originating End Office or Tandem switch to the terminating End Office or Tandem switch. The translations used to route these calls utilize a carrier

common block within the switch. Each IXC has specific routing instructions coded into the switch to determine how and where each type of call will be routed, e.g., coin, 8YY, etc.

Line Class Codes (LCCs) utilize what is referred to as class of service screening to route calls. For each class of service, certain distinctions are coded into the switch to determine the originating rate center, toll properties, block 900 calling and attributes that customers may desire. This is the type of screening that Intrado proposes for AT&T Florida to change within its network and operational support systems. These changes are very complex, expensive and would not work as well as Intrado claims. As I had previously testified, NENA does not endorse Class Marking, and other ILECs do not use or recommend Class Marking to route 911 traffic.

Q. AT&T FLORIDA PROPOSES USING THE SELECTIVE ROUTER DATABASE TO ROUTE 911 CALLS TO THE CORRECT PSAPS AND TO INTRADO FOR THE PSAPS INTRADO SERVES. ARE THERE OTHER SERVICES IN THE TELECOMMUNICATIONS FIELD THAT UTILIZE DATABASES FOR CALL ROUTING?

A. Yes. There are several instances where a database is utilized in call routing. One of the first used was Line Identification Data Base (LIDB),

where customer specific data was used for operator assisted calls for third party billing and calling name data for Caller-ID. Another is the 800 database that correlates an 800 number to a POTS dialable number. Advanced Intelligent Network (AIN) establishes trigger points of a call, where call processing is suspended until a database correlation can be made to determine where a call will route or if it should route. Local Number Portability (LNP) was implemented in 1998, and queries are performed to the LNP database on every call to determine if the terminating end user customer has moved their service to another service provider.

In support of accurate 911 call routing, there are no major carriers that would ever entertain implementing such a process as Class Marking when a centralized database can do and has done a superior job of call routing. Intrado has hired Mr. Melcher to provide his personal opinion to try to reduce Intrado's costs, even at the risk of inferior service. The inevitably inferior service; however, will harm AT&T Florida and its customers. Intrado's customer is the 911 PSAP, which is essentially unaffected by this issue, since they only terminate the calls and never originate 911 calls.

Q. ON PAGE 12, LINES 9-19, MR. MELCHER COMPARES CLECS WITH ILECS FOR CALL DELIVERY. IS THIS A FAIR COMPARISON?

A. No. CLECs typically serve customers from a single switch across a broad area because entrance facilities are less costly to build.[3] Also, depending on how it is configured, a switch can handle as many as 100,000 end user customers before a second switch is required. CLECs choose to implement a method of Class Marking because their customer base is small and there is little or no economy of scale for mechanization. Mr. Melcher correctly acknowledges that he cannot make an apples-to-apples comparison with wireless providers;, however, he erred when he makes the comparison of CLECs and ILECs. ILECs have been providing service for many years, and there are no substantial issues of misrouted 911 calls today. AT&T Florida fully embraces all of the new services offered in next generation technologies; however, there must be sound decisions made that will allow a safe and reliable transition to next generation switching. Intrado's proposal does not accommodate this very necessary aspect of network reliability.

Q. IS THERE AN ADVANTAGE TO INTRADO IF AT&T FLORIDA USES CLASS MARKING?

A. Yes. Intrado has proposed Class Marking in order to prevent AT&T Florida from using a selective router as part of a 911 call destined for an Intrado served PSAP. In this way, Intrado's PSAP will not be charged by

[3] TRRO at ¶ 138

two carriers for the selective router function. This is an incremental cost that will be incurred using a Primary/Secondary selective router when AT&T Florida's end offices are split between PSAP jurisdictions. AT&T Florida's proposed language[4] clearly establishes the majority of calls will be routed to the Primary selective router, which will mitigate additional selective router costs to the greatest extent possible. AT&T Florida's language is reciprocal, fair and will allow Intrado to charge the PSAP for any selective routing it performs, if and when Intrado begins to provide local exchange service in Florida.

Intrado's language would either use Class Marking or establish Intrado as the Primary selective router, regardless of the number of access lines using Intrado's PSAP service. This is not equitable and should not be allowable. Emergency 911 traffic is an obligation to the public and network reliability must be put before Intrado's profitability.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

[4] 911 Appendix Section 6.1.1.1

BY MR. CARVER:

Q Mr. Neinast, could you please summarize your testimony?

A Yes. I am the network witness for AT&T, and I cover Issues 3 through 10. And AT&T Florida is not opposed to providing Intrado with what it needs to offer 911 service. Intrado can obtain everything they need through tariffs and commercial agreements. The problem is that Intrado is trying to misuse the 251 process to obtain an interconnection agreement that improperly shifts its costs of doing business onto AT&T. Specifically, Intrado seeks to shift its costs onto AT&T Florida by its insistence for interconnecting Intrado's network and class marking.

The physical location of the POI for 911 service is the most critical network issue that must be determined. AT&T Florida believes that there should be multiple POIs and that one of these POIs should be at the selective router location on AT&T's network where there are currently deployed diverse and redundant facilities for the provision of 911 traffic. Any change to this would undermine the current reliability of the 911 system for AT&T Florida's end users.

There are two misconceptions portrayed by Intrado regarding AT&T Florida's proposal for primary/secondary selective routing between split wire centers. First, that a carrier providing switching and transport should not be

compensated for it. A carrier has the right to be compensated for the switching and transport of calls that it provides.

Second, 911 network reliability is accomplished by using the selective router database functionality that is automated and the data has been purified through years of use. Intrado would force AT&T Florida to implement class marking, a methodology that is manual and known to be problematic and to cause misrouted 911 calls. The concept of class marking, or line attribute routing as Intrado has now changed in their terminology, must be avoided at all costs when Intrado provides service to a PSAP and a split wire center. This is purely a cost-shifting strategy of Intrado that would introduce a very expensive cost structure for service provisioning and reduce the overall quality of 911 call completion.

The translation changes in the network and provisioning systems that are required to implement this process are massive. The routing decisions on a call-by-call basis today are automated and utilize a centralized selective report database. Line attribute routing, or class marking, whatever Intrado chooses to call it today, would move the call-by-call decision-making to the service representatives processing service orders for end user customers. Service representatives do not have the technical knowledge and abilities to make call routing decisions. This has been pointed out in the NENA document in my Exhibit MM-4, and NENA

does not recommend using line level routing of 911 calls.

PSAP-to-PSAP call transfer arrangements do not belong in an interconnection agreement between carriers. PSAPs are not a party to the interconnection agreements between carriers today. Today PSAP-to-PSAP transfer arrangements are ordered by PSAPs to reflect what they want and they pay for what they order. Intrado's proposal would impose a one-size-fits-all approach on PSAPs, and would have AT&T Florida to incur the cost of implementing these arrangements. AT&T Florida has proposed language that will allow PSAP-to-PSAP arrangements as required.

In conclusion, next generation technology is not the issue here. In fact, there is no way to know in advance whether a next generation network will hold up better in a hurricane or whether Intrado's network operation centers will manage their network in a disaster better than an incumbent LEC. What the Commission needs to decide in this arbitration is whether Intrado should be allowed to misuse the Section 251 process and shift its costs and require AT&T Florida to subsidize Intrado's business plan.

Q Does this conclude your summary?

A Yes. Thank you.

MR. CARVER: Mr. Chairman, the witness is available for cross-examination.

CHAIRMAN CARTER: Thank you.

Ms. Kiser, you're recognized.

MS. KISER: Thank you.

CROSS EXAMINATION

BY MS. KISER:

Q Good afternoon, Mr. Neinast.

A Good afternoon.

Q A question about something you just said in your summary. PSAP-to-PSAP arrangements --

A Yes.

Q -- AT&T provides PSAP-to-PSAP interconnection today, correct?

A Well, a PSAP request -- to have a call transfer between another PSAP, we would make those arrangements, yes.

Q And you serve all of those PSAPs, correct?

A I'm not sure. We serve a lot of PSAPs. I'm not sure that all PSAPs that have PSAP-to-PSAP transfer capabilities are served by us, though.

Q Okay, thank you. Don't most competitive local exchange carriers who have interconnection with AT&T, isn't their designated point of interconnection at AT&T's tandem?

A Typically that's the case.

Q And were you here when I was asking Ms. Pellerin about the selective routers and the trunking to the selective routers?

A Yes.

Q Ms. Pellerin suggested that that trunking is on the side of the CLEC's network from the point of interconnection.

A I'll clarify that, if you would. The trunking arrangements made between a CLEC and AT&T when AT&T has the selective router is solely for the benefit of the CLEC and their end users. It's their obligation to provide 911 services to their customers and, therefore, it is not an exchange of traffic between AT&T and that CLEC, so, therefore, they have to provide the facility to the selective router.

Q Thank you, Mr. Neinast. My question, though, was different.

My question was is that on the competitive local exchange carrier's side of the point of interconnection, the trunk between the POI and the selective router that AT&T owns?

A Is the trunk on their side of the POI, is that your question?

Q That's correct.

A There is a trunk port on their side of the POI and on the AT&T side of the POI.

Q But when the competitive local exchange carrier is required under the interconnection agreement with AT&T, which AT&T requires to dedicate a trunk from the point of interconnection to the selective router, isn't that on AT&T's side of the network? Yes or no, please.

A Is the trunk on AT&T's side?

Q That's the question, yes, sir.

A All of AT&T's trunk are on AT&T's side of the POI. The trunking is not the actual question I think you're trying to ask, but the facility cost and the facilities and trunks are different. The facility, I think, is what you're after.

Q No, I'm actually asking about the trunk, Mr. Neinast.

A Okay. AT&T's trunks are part of AT&T's switches, and a CLEC's trunks are part of the CLEC's switch.

Q Thank you, Mr. Neinast.

You indicate in your deposition at Page 9, Lines 8 through 13, that in normal CLEC traffic we do not dictate where the POI --

A I'm sorry, could you wait just a minute.

Q Oh, I'm sorry. Let me give you a moment to get there. Let me know when you are ready.

A My deposition --

Q Page 9, Line 8 through 13.

A I'm there.

Q You indicate that in normal CLEC traffic, we do not dictate where the point of interconnections are, how the points of interconnection should be -- well, how many and so forth, is that correct?

A That's correct.

Q Your interconnection agreement templates with competitive local exchange carriers do, however, dictate where

those POIs are, how many, and how the POIs should be, isn't that correct?

A There are certain guidelines. In fact, they are based on a model of a single POI. A new entrant, depending on if it is a CLEC that is a new entrant into a market, certainly has a right to a single POI, but it is AT&T's position that as their traffic grows larger and larger that there should be more of a cost sharing. So, therefore, we would ask the thresholding to establish multiple POIs at multiple tandems. It depends on the metropolitan area whether there is one tandem in a LATA or more. If there are more tandems, then certainly we feel that the CLEC should -- if they have traffic going to it and once they reach that threshold that they should establish multiple POIs.

Q Mr. Neinast, did you say you ask the CLEC?

A It's a negotiated aspect within the template agreement. The template agreement is simply a starting point for negotiations.

Q But the template agreement actually says they shall have additional points of interconnection, doesn't it?

A If that agreement is then signed into agreement that they shall, then, yes.

Q I'm sorry, Mr. Neinast, was that a yes or a no?

A That is a yes.

Q In the 911 arena, I think you talk about that it is

wise, and continuing on that same page of the deposition that it's a wise decision to have multiple POIs, even though the AT&T language does not require it. Isn't that correct?

A That's correct. But the language, in fact, that we have negotiated with Intrado specifically for 911 traffic, the 911 traffic has been segregated into a separate 911 NIM appendix to deal with the point of interconnections, and within that 911 NIM there are no requirements for Intrado to have multiple POIs. We can only suggest that they would for the public safety aspect and the guidelines that the ESIF and FCC have recommended they have multiple POIs.

Q Competitive local exchange carriers under the law are only required to go to a single point of interconnection, isn't that correct?

A That's correct.

Q On Page 11 beginning at Line 2, and I think you may have just referred to this, and continuing down that page, you were asked a question regarding the current AT&T interconnection agreement makes no provision for multiple POIs for 911?

A That's correct.

Q And I believe your response is that it is correct that it doesn't, but further down that page at Line 17 you indicate that even though the language doesn't require it, the inference is there.

A Yes, that's correct. Just as my statement on 16 said through negotiations we have had discussions with Intrado that they would be establishing multiple POIs.

Q And that at Lines 17 to 18 that there is certainly nothing to prevent Intrado from establishing multiple POIs, correct?

A That's correct.

Q So is it your position that when it may be a concern whether there are provisions in the interconnection agreement for Intrado, if the agreement doesn't speak to it, Intrado should not worry about it, correct?

A I'm not sure I understand your question.

Q Well, you agreed that your statements at Line 16 through 18, that even though the language doesn't require it, the language of the agreement, the inference is there, and there is certainly nothing there to prevent Intrado from seeking multiple POIs, correct?

A That's correct.

Q So what I understand is that even though the language doesn't exist in the agreement, Intrado shouldn't worry about it because it's silent.

A Okay. Let me make sure I understand your question. It's still vague to me. But if I understand you, if the agreement doesn't require Intrado to provide multiple POIs for 911 emergency services, then they shouldn't, is that your

question?

Q No, no. My question is that it's AT&T's position that if the agreement doesn't require multiple POIs and Intrado wants multiple POIs, even though the agreement doesn't speak to it, it shouldn't worry about it because the agreement is silent and they can still certainly avail themselves of multiple POIs.

A Absolutely. They can avail themselves to as many POIs as they feel is appropriate to diversify their network.

Q So the fact that the selective routers for Intrado Communications -- there was a discussion about that earlier and not specifically identified in the interconnection agreement, AT&T's concern regarding them not being specifically identified in the agreement shouldn't be a problem because the agreement is silent on those, correct?

A Are you talking about Intrado's selective routers?

Q That's correct.

A It's not silent on those. AT&T's language has specifically asked that the POI be established at the AT&T selective router location, that is AT&T's position, not at the Intrado. In fact, any CLEC that would compete with an ILEC has to interconnect on the ILEC's network, not vice versa.

Q There was testimony earlier by Ms. Pellerin that you could be forced to interconnect in Colorado, and I believe there is also testimony in the record stating that, of course, Intrado is not going to ask you to interconnect in Colorado,

but the fact that selective routers weren't designated in the interconnection agreement, the devil is in the details, and that that is a problem. Everything should be spelled out in the interconnection agreement.

A The AT&T position is that the selective router location is the proper demark for 911 traffic, and since the CLEC is interconnecting with AT&T and not AT&T interconnecting with the CLEC, it would be the AT&T selective router where that location would be.

Q And Intrado has agreed to go to your selective routers, correct?

A It's disputed language, so I'm not sure about that yet. That is still disputed language and has not been agreed to yet; so, no, I would not agree that that is a true statement.

Q It is not your understanding based upon testimony in this proceeding that Intrado would bring 911 calls destined for AT&T public service answering point customers to AT&T's selective routers?

A Not from the physical facilities perspective. Maybe from a trunking perspective, but those are two different aspects of call routing.

Q But it is AT&T's position that all 911 calls should be delivered directly to the selective router for the PSAP that that call is destined to, correct?

A It would have to be, yes. But you are actually talking apples and oranges with your questions, though.

Q If a 911 caller makes a call and AT&T serves that, the public service answer point that needs to receive that call to ensure that the emergency response team gets to that caller who happens to be in the geographic area served by the emergency response team --

A Yes.

Q -- that call should be routed to AT&T's selective router to get to that PSAP, correct?

A That's correct. But, again, the facility and the point of interconnection has nothing to do -- it is not one in the same as call routing. It is kind of like the railroad tracks. The tracks are facilities and the trains are the routing, so you are talking apples and oranges again.

Q No, I am talking -- I have said the same thing three times, so let me try one more time.

A What you said is true about the routing, but earlier you were asking about the POI, so I guess that is where I am confused on your line of questioning.

Q I was concerned about the point of interconnection earlier, and now I am talking about where you want the calls to be terminated for 911 service purposes.

A Okay.

Q And just to make sure certain that is clear, and I

think it is on the record, but it is AT&T's position that for the delivery of 911 traffic to a public service answering point that those calls should be directly terminated to the selective router serving the relevant PSAP.

A I would say that that is a true statement except in the areas where we have split wire centers, and then we would have to impose a primary/secondary relationship to handle those split wire centers.

Q And isn't it correct that this is the way 911 traffic has been handled since its inception in 1968?

A It is the best way to have the most reliable 911 network that is there, yes, to use a selective router database.

Q And in 1968 it was AT&T Corp, wasn't it?

A Except for the rural --

Q Except for the --

A Except for the rural ILECs and independents, that's a correct statement, and general telephone, et cetera.

MS. KISER: Thank you, Mr. Neinast. I have no further questions.

CHAIRMAN CARTER: Thank you. Commissioners? Staff?

MS. TAN: Staff has no questions.

CHAIRMAN CARTER: Mr. Carver.

MR. CARVER: Thank you, Mr. Chairman.

I just have one or two clarifying questions that have to do with the last few questions that counsel asked you.

REDIRECT EXAMINATION

BY MR. CARVER:

Q In a situation where AT&T is providing the E911 service, in a situation where Intrado, for example, where we would request them to interconnect onto AT&T's network. Are you with me so far?

A Yes.

Q In that situation, let's say the customers being served are in Jacksonville and the PSAP is in Jacksonville. That interconnection would occur in the Jacksonville LATA, wouldn't it?

A That is correct.

Q And if the customers and the PSAP were in Pensacola, the interconnection would occur there, correct?

A That's correct.

Q And if they were the southeast LATA, then the interconnection would occur in the southeast LATA, correct?

A That is correct.

Q And there are multiple selective routers in the southeast LATA, correct?

A That's correct.

Q So if they were in Dade County, there would be one in Dade County?

A Yes.

Q Okay. So under AT&T's proposal, Intrado is not going

to have to haul traffic all over the state to serve PSAPs, are they?

A No.

MR. CARVER: Thank you. That's all I have.

CHAIRMAN CARTER: Thank you. Exhibits.

MR. CARVER: Yes. Mr. Chairman, we would like to move 43 through 47, please.

CHAIRMAN CARTER: Any objections?

MS. KISER: No objection.

CHAIRMAN CARTER: Without objection, show it done.

(Exhibits 43 through 47 admitted into the record.)

CHAIRMAN CARTER: Commissioners, that would be Exhibit 43 through 47. Thank you.

Staff, you are recognized for additional procedures and concluding matters.

One second. Commissioners, anything further before we --

Staff, you're recognized.

MS. TAN: At this time we have significant dates to offer. The transcript will be due on July 21st, 2008. The briefs will be due on August 14th, 2008; and the recommendation is currently scheduled for October 30th, 2008.

CHAIRMAN CARTER: Thank you. Any concluding matters by any of the parties?

MS. KISER: Nothing.

MR. CARVER: None by AT&T.

CHAIRMAN CARTER: Hearing none, Commissioners, we are adjourned.

(The hearing concluded at 2:50 p.m.)

STATE OF FLORIDA)

: CERTIFICATE OF REPORTER

COUNTY OF LEON)

I, JANE FAUROT, RPR, Chief, Hearing Reporter Services Section, FPSC Division of Commission Clerk, do hereby certify that the foregoing proceeding was heard at the time and place herein stated.

IT IS FURTHER CERTIFIED that I stenographically reported the said proceedings; that the same has been transcribed under my direct supervision; and that this transcript constitutes a true transcription of my notes of said proceedings.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 21st day of July, 2008.

JANE FAUROT, RPR
Official FPSC Hearings Reporter
(850) 413-6732

DOCKET NO.: 070736-TP

EXHIBIT NO. 1

WITNESS: STIP-1
PARTY: Staff

DESCRIPTION: **Comprehensive Exhibit List**

EXHIBIT #	WITNESS	ID	DESCRIPTION	IN? (Due Date if EXH is Late Filed)
			Exhibits	
1	n/a	STIP-1	Comprehensive Exhibit List	
Staff				
2	n/a	STIP-2	Acronyms List	
3	n/a	STIP-3	Composite of Responses to Staff's Interrogatories from Intrado a. Intrado's Responses to Staff's First Set of Interrogatories (1-40) b. Intrado's Responses to Staff's Second Set of Interrogatories (41-66) c. Intrado's Responses to Staff Third Set of Interrogatories (67-107)	
4	n/a	STIP-4	Composite of Responses to Staff's Request for Production of Documents from Intrado a. Intrado's Responses to Staff's First Request for Production of Documents (1-3) b. Intrado's Responses to Staff's Second Request for Production of Documents (4-18) c. Intrado's Responses to Staff's Third Request for Production of Documents (19-36)	
5	n/a	STIP-5	Composite of Responses to Staff's Interrogatories from AT&T a. AT&T's Responses to Staff's First Set of Interrogatories (1-31) b. AT&T's Responses to Staff's Second Set of Interrogatories (32-53) c. AT&T's Responses to Staff's Third Set of Interrogatories (54-101) (Note: Portions of the response to Item No. 88 are proprietary, and are separately identified below)	
6	n/a	STIP-6	Composite of Responses to Staff's Request for Production of Documents from AT&T a. AT&T's Responses to Staff's First Request for Production of Documents (1-5) (Note: Portions of the response to Item No. 1 are proprietary, and are separately identified below) b. AT&T's Responses to Staff's Second Request for Production of Documents (6-15) c. AT&T's Responses to Staff's Third Request for Production of Documents (16-29)	

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 1
COMPANY FPSC Staff
WITNESS Comprehensive Exhibit List (Stip-1)
DATE 07/10/08

EXHIBIT #	WITNESS	ID	DESCRIPTION	IN? (Due Date if EXH is Late Filed)
7	n/a	CONF-1	**PROPRIETARY Response to Item No. 1 of Staff's First Request for Production of Documents from AT&T (Note: This response is voluminous)**	
8	n/a	CONF-2	**PROPRIETARY Response to Item No. 88 of Staff's Third Set of Interrogatories from AT&T.**	
9	n/a	DEPO-1	Transcript and errata, if any, from the deposition of AT&T witness Mark Neinast	
10	n/a	DEPO-2	Transcript and errata, if any, from the deposition of AT&T witness Patricia Pellerin	
11	n/a	DEPO-3	Transcript and errata, if any, from the deposition of Intrado witness Thomas Hicks	
12	n/a	DEPO-4	Transcript, exhibit, and errata, if any, from the deposition of Intrado witness Cynthia Clugy	
Intrado				
13	Carey Spence-Lenss	CSL-1	Public Service Commission of West Virginia Order Approving Verizon 911 Tariff, attached to direct testimony	
14	Carey Spence-Lenss	CSL-2	Public Utilities Commission of Ohio Finding and Order (Ohio Order), attached to direct testimony	
15	Carey Spence-Lenss	CSL-3	Public Utilities Commission of Ohio Entry on Rehearing (Ohio Order Entry on Rehearing), attached to direct testimony	
16	Carey Spence-Lenss	CSL-4	Intrado Florida Tariff, attached to direct testimony	
17	Carey Spence-Lenss	CSL-4 Supplement	Revised Intrado Florida Tariff	
18	Carey Spence-Lenss	CSL-5	Composite of letters in Support of Intrado's Petition for Declaratory Statement (Letters in Support), attached to direct testimony	
19	Carey Spence-Lenss	CSL-6	Amended Petition for Declaratory Statement, attached to direct testimony	
20	Carey Spence-Lenss	CSL-7	National Emergency Number Association (NENA) Transition Effort press release, attached to direct testimony	
21	Carey Spence-Lenss	CSL-8	Alliance for Telecommunications Industry Solutions (ATIS) news release, attached to direct testimony	

EXHIBIT #	WITNESS	ID	DESCRIPTION	IN? (Due Date if EXH is Late Filed)
22	Carey Spence-Lenss	CSL-9	AT&T Florida tariff, attached to direct testimony	
23	Carey Spence-Lenss	CSL-10	Public Utilities Commission of the State of California Final Arbitrator's Report (California Order), attached to direct testimony	
24	Carey Spence-Lenss	CSL-11	Illinois Commerce Commission Order on SCC / Ameritech Illinois arbitration (Illinois Order), attached to direct testimony	
25	Carey Spence-Lenss	CSL-12	Diagram of "Intrado Emergency Service Evolution," attached to rebuttal testimony	
26	Cynthia Clugy	CC-1	Excerpt of Newton's Telecom Dictionary, 19th Edition, attached to direct testimony	
27	Cynthia Clugy	CC-2	National Emergency Number Association (NENA) Master Glossary of 9-1-1 Terminology, attached to direct testimony	
28	Cynthia Clugy	CC-3 Revised	E911 Port Service Request Guidelines, Version 2008.05.15, attached to rebuttal testimony	
29	Thomas Hicks	TH-1	Diagram of "Intelligent Emergency Network," attached to direct testimony	
30	Thomas Hicks	TH-2	Diagram of "Legacy 911 Environment," attached to direct testimony	
31	Thomas Hicks	TH-3	Diagram of "Sample Call Transfer Arrangement," attached to direct testimony	
32	Thomas Hicks	TH-4	Diagram of "Typical Components of an E911 System," attached to direct testimony	
33	Thomas Hicks	TH-5	Diagram of "911 Call Sorting at Originating Office," attached to direct testimony	
34	Thomas Hicks	TH-6 Revised	Diagram of "911 Call Sorting at a Tandem Switch," attached to direct testimony TH-6 Revised replaces TH-6)	
35	Thomas Hicks	TH-7	Excerpts of Pacific Bell tariff, attached to direct testimony	
36	Thomas Hicks	TH-8	Matrix of Intrado Pricing Schedule, attached to rebuttal testimony	
37	Thomas Hicks	TH-9	Excerpts of Essential Communications During Emergencies Team Report, attached to rebuttal testimony	
38	John Melcher	JM-1	Curriculum Vitae for John R. Melcher, ENP, attached to rebuttal testimony	
AT&T				
39	Patricia H. Pellerin	PHP-1	Commonwealth of Virginia State Corporation Commission, Order of Dismissal, Case No. PUC-2007-00112 (Virginia Order of Dismissal), attached to direct testimony	
40	Patricia H. Pellerin	Revised PHP-2	Matrix of issues that remain if the 9-state template is used, attached to rebuttal testimony (replaces PHP-2, attached to direct testimony)	
41	Patricia H. Pellerin	Revised PHP-3	Matrix of issues that are eliminated if the 9-state template is used, attached to rebuttal testimony (replaces PHP-3, attached to direct testimony)	

EXHIBIT #	WITNESS	ID	DESCRIPTION	IN? (Due Date if EXH is Late Filed)
42	Patricia H. Pellerin	PHP-4	Matrix of Intrado Pricing Schedule, attached to rebuttal testimony	
43	Mark Neinast	MN-1	Appendix 911, attached to direct testimony	
44	Mark Neinast	MN-2	Appendix 911 NIM (Network Interconnection Methods), attached to direct testimony	
45	Mark Neinast	MN-3	Facilities and Trunks, attached to direct testimony	
46	Mark Neinast	MN-4	National Emergency Number Association (NENA) Standard for Enhance 9-1-1 Default Routing Assignments and Functions, attached to direct testimony	
47	Mark Neinast	MN-5	Intrado letter dated December 18, 2006	
Other Exhibits				
48			AT&T's Opening Presentation	
49			Map	

EXHIBIT #	WITNESS	ID	DESCRIPTION	IN? (Due Date if EXH is Late Filed)

EXHIBIT #	WITNESS	ID	DESCRIPTION	IN? (Due Date if *EXH is* Late Filed)

EXHIBIT NO. 2

DOCKET NO.: 070736-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: Acronym List

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 2
COMPANY FPSC Staff
WITNESS Stip-2
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # STIP-2

Acronym List

ALI	Automatic Location Information
ANI	Automatic Number Information
CESTC	Competitive Emergency Services Telecommunications Carrier
CIC	Carrier Identification Code
CLEC	Competitive Local Exchange Carrier
CLP	Competitive Local Provider
CMRS	Commercial Mobile Radio Service
CPN	Calling Party Number
CPNI	Customer Proprietary Network Information
CRDB	Coordinate Routing Database
CTIA	Cellular Telecommunications & Internet Assoc
DBMS	Database Management System
E911	Enhanced 911
ERDB	Emergency Service Zone Routing Database
ESGW	Emergency Services Gateway
ESN	Emergency Service Number
ESQK	Emergency Services Query Key
ESRK	Emergency Services Routing Key
GTC	General Terms and Conditions
IC	Intercarrier Compensation
ICA	Interconnection Agreement
ICO	Independent incumbent local exchange company
IEN	Intelligent Emergency Network
ILEC	Incumbent Local Exchange Carrier
IP	Internet Protocol
ITR	Interconnection Trunking Requirements
LATA	Local Access Transport Area
LIS	Location Information Server
LNP	Local Number Portability
MF-CAMA	Multi-Frequency Centralized Automated Message Accounting
MPC	Mobile Positioning Center
MSAG	Master Street Address Guide
MSC	Mobile Switching Center
MTA	Major Trading Area
NENA	National Emergency Numbering Assoc
NG-911	Next Generation 9-1-1
NIM	Network Interconnection Methods
OCN	Operating Company Number
OSS	Operations Support System
P.01	Grade of service with less than 1 missed call per 100
pANI	Pseudo ANI
PDE	Position Determining Entity
POI	Point of Interconnection

PSAP	Public Safety Answering Position a/k/a Public Safety Answer Point
PSTN	Public Switched Telephone Network
RCL	Intrado Regional Collocation
SOI	Service Order Information
SR	Selective Router
SRDB	Selective Router Database
SS7	Signaling System 7
TDM	Time Division Multiplexing
UNE	Unbundled Network Element
VDB	Validation Database
VoIP	Voice over Internet Protocol
VPC	VoIP Positioning Center
VSP	VoIP Service Providers
WSP	Wireless Service Providers

EXHIBIT NO. 3

DOCKET NO.: 070736-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: Composite of Responses to Staff's Interrogatories from Intrado

a. Item Nos. 1-40 of Intrado's Responses to Staff's First Set of Interrogatories 001

b. Item Nos. 41-66 of Intrado's Responses to Staff's Second Set of Interrogatories 025

c. Item Nos. 67-107 of Intrado's Responses to Staff Third Set of Interrogatories 046

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 3
COMPANY FPSC Staff
WITNESS Stip-3
DATE 02/10/08

PROFFERING PARTY: Staff

I.D. # STIP-3

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C.	Docket No. 070736-TP

INTRADO COMMUNICATIONS INC.'S
RESPONSES TO STAFF'S FIRST SET OF INTERROGATORIES (Nos. 1-40)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's First Set of Interrogatories (Nos. 1-40) as follows:

INTERROGATORIES

1. **Should a single definition for "End User" apply throughout the ICA? Please explain your answer.**

Intrado Comm Response:

This Interrogatory concerns Issue 31. The Parties resolved Issue 31 after the filing of direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

2. **On page 13 of Exhibit CSL-4, the "Intrado Florida Tariff," attached to the direct testimony of witness Spence-Lenss, Intrado defines the term 'End User' as "any Customer of an intrastate telecommunications service that is not a carrier." Please explain why Intrado's proposed definition for this term in the arbitration with AT&T is significantly different than Intrado's definition from its "Florida Tariff."**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C.	Docket No. 070736-TP Filed: May 30, 2008

INTRADO COMMUNICATIONS INC.'S NOTICE OF SERVICE OF RESPONSES TO FPSC STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-40) AND RESPONSES TO FPSC STAFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 1-3)

Intrado Communications Inc. ("Intrado") by and through its undersigned counsel, hereby files and serves Notice that it has served its Responses to FPSC Staff's First Set of Interrogatories (Nos. 1-40) and Responses to FPSC Staff's First Request for Production of Documents by electronic mail and U. S. Mail pursuant to the attached service list on this 30th day of May, 2008.

Floyd R. Self
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Counsel for Intrado Communications, Inc.

Intrado Comm Response:

This Interrogatory concerns Issue 31. The Parties resolved Issue 31 after the filing of direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

3. **On page 6, lines 7-16 of her direct testimony witness Clugy states that Intrado modified the definition for the term 'central office switch' so that it would be "consistent with the NENA Glossary [and] Newton's Telecom Dictionary." Please identify the specific page references from those documents that support this testimony.**

Intrado Comm Response:

This Interrogatory concerns witness Clugy's direct testimony in connection with Issue 30. The Parties have resolved Issue 30 after the filing of witness Clugy's direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

4. **On page 6, lines 7-16 of her direct testimony witness Clugy states that Intrado modified the definition for the term 'tandem office switch' so that it would be "consistent with the NENA Glossary [and] Newton's Telecom Dictionary." Please identify the specific page references from those documents that support this testimony.**

Intrado Comm Response:

This Interrogatory concerns witness Clugy's direct testimony in connection with Issue 30. The Parties have resolved Issue 30 after the filing of witness Clugy's direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

5. **IC Section 1.1 provides that Appendix Intercarrier Compensation "does not apply to 911 Service or E91 1 Service calls delivered to either AT&T-(STATE)'s 911 System or CLEC's 911 System." Please explain how this language does not memorialize AT&T's practice that 911 /E9 11 service traffic is not subject to intercarrier compensation and that the terms and conditions contained in AT&T's Appendix Intercarrier Compensation do not apply to 911/E911 traffic.**

Intrado Comm Response:

This Interrogatory concerns Issue 12. The Parties have resolved Issue 12 after the filing of direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

6. If Intrado's suggested additional language for Issue 12 is added to IC Section 1.1, how would Intrado suggest handling possible conflicts with other terms and conditions that are either within the ICA or in a separate agreement or tariff?

Intrado Comm Response:

This Interrogatory concerns Issue 12. The Parties have resolved Issue 12 after the filing of direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

7. Has the language dispute between Intrado and AT&T Florida in IC Section 6.1 been resolved? If no, please explain the specific dispute that remains.

Intrado Comm Response:

Yes, the language in dispute in IC Section 6.1 has been resolved. This Interrogatory concerns Issue 12. The Parties have resolved Issue 12 after the filing of direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

8. Please refer to page 9, lines 19-23, and page 10, lines 1-7 of Intrado witness Clugy's direct testimony.

a. Please identify the specific FCC orders and applicable paragraphs therein where the "FCC has determined that it is inaccurate to limit the application of reciprocal compensation to telecommunications traffic that is 'local.'"

b. Please identify the specific FCC rules referenced that do not impose a qualification on the subset of traffic that is eligible for compensation.

c. Does Intrado disagree with the substance of AT&T Florida's language

defining Section 251 (b)(5) traffic, ISP-Bound Traffic, or Switched Access Traffic? If affirmative, please explain Intrado's specific disagreements?

d. Does Intrado seek to deliver wireless traffic to AT&T Florida? If affirmative, has Intrado requested a wireless ICA? If negative, please explain why not.

e. Please explain the specific "onerous terms and conditions" that AT&T Florida's proposed language places on the Parties' exchange of intercarrier compensation?

Intrado Comm Response:

a. In its 2001 *ISP Remand Order* (16 FCC Rcd 9151 (2001)), the FCC determined that its prior reliance on the characterization of traffic as local or non-local to determine whether reciprocal compensation obligations applied was incorrect (¶ 54) . Specifically, the FCC determined that "*all* telecommunications traffic" is subject to reciprocal compensation under Section 251(b)(5) of the Act except for those specific types of traffic carved out by Section 251(g) – exchange access, information access, and exchange services for such access (¶ 32). As a result of these findings, the FCC removed the term "local" from its rules when describing the subset of telecommunications traffic that is subject to reciprocal compensation (*ISP Remand Order* at Appendix B). The FCC determined that it should refrain from generically describing traffic as "local" traffic because the term "local" is particularly susceptible to varying meanings and, significantly, is not a term used in Section 251(b)(5) or Section 251(g) of the Act (¶ 34). On review, the D.C. Circuit remanded the FCC's determination that Section 251(g) exempted ISP-bound traffic from reciprocal compensation, but made no further determinations with respect to the remainder of the FCC's findings (*WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), *petition for reh'g and reh'g en banc denied* (Sept. 24, 2002), *cert. denied sub nom*, 123 S. Ct. 1927 (2003)).

b. Section 51.703(a) of the FCC's rules states that "Each LEC shall establish reciprocal compensation arrangements for transport and termination of telecommunications traffic with any requesting telecommunications carrier." AT&T's proposed language would limit reciprocal compensation to traffic determined to be "wireline" or "dialtone" neither of which are defined in the interconnection agreement. FCC Rule 51.703(a) and the *ISP Remand Order*, by contrast, speak in terms of "telecommunications traffic," not "wireline" or "dialtone."

c. Yes, Intrado Comm disagrees with the substance of AT&T's proposed definitions for Section 251(b)(5) Traffic, ISP-Bound Traffic, and Switched Access Traffic.

Section 251(b)(5) Traffic: AT&T's proposed definition requires the originating party and the terminating party to be located in the "same ILEC Local Exchange Area" or in different areas that are subject to an Extended Area Service ("EAS") arrangement. As discussed above, the FCC's *ISP Remand Order* and Section 51.703 do not contain such qualifications. Further, the FCC has determined that compensation should be based on the NPA-NXX of the calling and

called parties, not the physical location of the calling and called parties (*Virginia Arbitration Order*, 17 FCC Rcd 27039, ¶¶ 301-02 (2002); *Regulation of Prepaid Calling Card Services*, 21 FCC Rcd 7290, n.89 (2006) ("for now carriers continue to rely on telephone numbers as a proxy for geographic location")).

ISP-Bound Traffic: AT&T's proposed definition requires the originating party and the terminating party to be located in the "same ILEC Local Exchange Area" or in different areas that are subject to an Extended Area Service ("EAS") arrangement. In the *ISP Remand Order*, the FCC defined ISP-Bound Traffic as "telecommunications traffic delivered to Internet service providers (ISPs)" (*ISP Remand Order* ¶ 1). ISP-Bound Traffic is not defined with respect to originating and terminating points. The FCC found that ISP-Bound Traffic was incapable of being measured and adopted a 3:1 ratio scheme to determine what portion of the traffic exchanged between telecommunications carriers should be considered ISP-Bound Traffic (*ISP Remand Order* ¶ 79). AT&T's proposed definition ignores the FCC's findings.

Switched Access Traffic: AT&T's proposed definition includes "traffic that . . . (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology." This definition appears to encompass interconnected VoIP services. The FCC defines "access service" as "services and facilities provided for the origination and termination of any interstate or foreign telecommunication" (47 C.F.R. § 69.2(b)). The FCC has not determined whether interconnected VoIP services are telecommunications service or information services. In addition, the FCC has not determined that interconnected VoIP services are subject to switched access charges. AT&T's proposed language goes beyond the parameters of the FCC's rules regarding switched access services.

d. Intrado Comm does not offer wireless services. As interconnected co-carriers, however, Intrado Comm may deliver wireless traffic to AT&T to the extent Intrado Comm is providing telecommunications services to a wireless provider, and that wireless provider's customers call an AT&T customer. Intrado Comm has not requested a wireless ICA because it is not a wireless provider.

e. Please see Intrado Comm's Response to Interrogatory 8(a), (b), and (c).

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

9. Please refer to Intrado witness Clugy's direct testimony, page 10, lines 8-18.

a. AT&T Florida addresses the "Switched Access Traffic" disputed definition language as part of Issue 13(a). Intrado addresses the disputed language in Issue 13(b). Other than this disputed language, what other specific dispute does Intrado have with AT&T Florida in Issue 13(b)?

b. Please identify the current requirements for "Switched Access Traffic" referenced on line 13.

c. On lines 14-15, specifically identify the "more onerous restrictions found in the FCC's rules" that AT&T Florida's proposed definition of "Switched Access Traffic" places on Intrado.

d. Please identify the FCC docket number where it is currently reviewing switched access traffic issues referenced on lines 15-16.

e. Please explain the uncertainty Intrado references on line 16.

f. Please explain how Intrado's position on Issue 13(b) relates to whether the parties should cooperate to eliminate misrouted access traffic.

g. Please explain how the parties should cooperate to eliminate misrouted access traffic. What steps should be required to remedy the misrouting condition?

h. In what ways is Intrado willing to assist AT&T Florida in identifying and eliminating phantom traffic from local interconnection trunks?

i. Please explain Intrado's specific objections to AT&T Florida's proposed language to follow when switched access traffic is improperly routed to local interconnection trunks.

Intrado Comm Response:

a. The definition of "Switched Access Traffic" in IC 16.1 is at issue in Issue 13(a). Other terms and conditions governing Switched Access Traffic, such as eliminated misrouted access traffic in IC 16.2 are at issue in Issue 13(b).

b. Under the FCC's current rules, access charges shall be assessed upon all interexchange carriers that use local exchange switching facilities for the provision of interstate or foreign telecommunications services (47 C.F.R. § 69.5(b).

c. Please see Response to Interrogatory 8.

d. Issues surrounding the payment of switched access charges are being reviewed by the FCC in the following dockets: CC Docket No. 01-92, WC Docket No. 05-283, and WC Docket No. 07-135.

e. Please see Response to Interrogatory 8.

f. Please see Response to Interrogatory 9(a) and 9(i).

g. As co-carriers, the Parties will work together to identify phantom traffic or mis-routed access traffic in accordance with the requirements of the FCC and any terms and conditions contained in the interconnection agreement. Specific actions will depend on the specific traffic at issue.

h. Please see Response to Interrogatory 9(g).

i. AT&T's language appears to contemplate that the Parties would exercise "self-help" or block so-called misrouted access traffic. The FCC disfavors "self-help" policies and has indicated carriers may not block traffic. *See Madison River Communications, LLC and Affiliated Companies*, Order, 20 FCC Rcd 4295 (2005) (taking enforcement action for blocking traffic); *OCMC, Inc.; Apparent Liability for Forfeiture*, Notice of Apparent Liability for Forfeiture, 20 FCC Rcd 14160, ¶ 13 (2005) ("a carrier may not engage in self-help"); *Bell Atlantic-Delaware, et al., Complainants, v. Frontier Communications Services, Inc., et al., Defendants; and Ameritech Illinois, Pacific Bell, et al., Complainants, v. Frontier Communications Services, Inc., Defendants*, Order on Review, 15 FCC Rcd 7475, ¶ 11 (2000) ("the Commission looks disfavorably on such self-help"); *see also MGC Communications, Inc v. AT&T Corp.*, 14 FCC Rcd 11647 (1999); *In the Matter of Communique Telecommunications, Inc. d/b/a LOGICALL*, Declaratory Ruling and Order, 10 FCC Rcd 10399 (1995).

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

10. Please refer to AT&T Florida witness Pellerin's direct testimony, page 45, lines 12-16. The witness asserts that AT&T Florida does not provide interLATA service and does not purchase related feature group access services from any carrier. Given this,

a. Please explain why Intrado believes it should not be Intrado's responsibility to enter into arrangements with third-party carriers for the exchange of other types of traffic. (Refer to page 11 of Intrado witness Clugy's direct testimony, lines 1-3.)

b. Please explain why Intrado believes that AT&T Florida has the responsibility to act as the transit provider between Intrado and third parties. (Refer to page 11 of Intrado witness Clugy's direct testimony, lines 3-4.)

c. To the extent that Intrado originates and/or terminates traffic to third parties via AT&T Florida as the transit provider, please explain the specific compensation arrangements Intrado is seeking from AT&T Florida.

d. What specific obligations does Intrado believe that AT&T Florida has with respect to alternate tandem provider traffic?

e. Please identify Intrado's specific objections to AT&T Florida's terms and conditions that should apply to alternative tandem provider traffic.

Intrado Comm Response:

This Interrogatory concerns Issue 14. The Parties resolved Issue 14 after the filing of direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

11. Please refer to Intrado witness Clugy's direct testimony, page 11, lines 5-6. The witness states that "Intrado Comm seeks the same protections and rights that AT&T's language gives AT&T." Please explain the specific protections and rights that AT&T Florida's language gives AT&T Florida that are not afforded Intrado, given that AT&T Florida does not provide interLATA service and does not purchase related feature group access services from any carrier.

Intrado Comm Response:

This Interrogatory concerns Issue 14. The Parties resolved Issue 14 after the filing of direct testimony.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

12. Please explain any disagreement between AT&T Florida and Intrado with respect to how the parties' resolved language in Issue 23 will be implemented in Florida.

Intrado Comm Response:

Intrado Comm seeks a consistent and uniform interconnection agreement across the entire AT&T 22-state territory. The Parties have spent a significant amount of time negotiating various provisions found in AT&T's 13-state template. The Parties reached agreement on various changes to the AT&T template language after negotiations that revised some provisions and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by

AT&T. AT&T has not demonstrated any reason, technical feasibility or otherwise, for not using the terms the Parties have already negotiated in Florida. AT&T has indicated that it would be willing to implement "similar" language in Florida to the extent certain an issue is addressed in the Florida interconnection agreement. AT&T, however, is unwilling to utilize the entire provision reviewed, negotiated, and accepted by Intrado Comm. For the language relating to Issue 23, AT&T has indicated it would be unwilling to use the exact language agreed upon by the Parties because a similar issue is not contained in AT&T's 9-state template agreement.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

13. **Regarding Issue 29(a), please refer to page 36 of Intrado witness Hicks' direct testimony, lines 7-10. The witness states that per-minute charges are "normally" billed in six-second increments and per-mile charges are "normally" billed in one-fifth mile increments.**

    a. **Please explain what Intrado means by "normally."**

    b. **Please identify all documents supporting Intrado's position of how per-minute charges and per-mile charges are "normally" billed.**

    c. **If the Commission determines that AT&T's 9-state generic template interconnection agreement should be used as a starting point in this proceeding rather than the 13- state template, is the dispute between the Parties about how to round usage prior to assessing reciprocal compensation charges resolved? If no, please explain.**

Intrado Comm Response:

a. By "normally," Intrado Comm is referring to common industry norms in contracts between carriers.

b. It is Intrado Comm's experience that many carrier-to-carrier agreements and carrier tariffs utilize six-second increments for per minute charges and one-fifth increments for per mile charges.

c. Yes. It is Intrado Comm's understanding based on representations from AT&T that the 9-state template does not use a minute-based usage calculation for determining reciprocal compensation charges.

Responsible Person:
Thomas Hicks, Director-Carrier Relations

14. Please explain why the rounding increments should not follow that contained in AT&T Florida's switched access tariff and Dedicated Access Services tariff.

Intrado Comm Response:

AT&T Florida's switched access tariff and Dedicated Access Services tariff do not reflect current industry norms or newer technologies that have the ability to measure in increments less than one minute or less than one mile.

Responsible Person:
Thomas Hicks, Director-Carrier Relations

15. What is the potential financial impact to Intrado if reciprocal compensation usage is rounded to the next minute instead of six-second intervals. Please identify all source documents supporting Intrado's potential financial impact.

Intrado Comm Response:

Even if the financial impact were minimal, Intrado Comm should not be required pay AT&T more than it otherwise would owe to AT&T. Intrado Comm has not had the opportunity to fully evaluate AT&T's claims of "minimal" financial impact.

Responsible Person:
Thomas Hicks, Director-Carrier Relations

16. Please explain Intrado's specific objections to AT&T Florida's proposed language to Sections 1.9.1 and 1.9.2 that address pricing for ordered services or products not contained in the ICA and for which there is no tariff rate. The explanation should include the specific reasons for Intrado' s objections.

Intrado Comm Response:

AT&T's proposed language would impose unknown rates on Intrado Comm that were not otherwise approved by the Commission via the Section 251/252 process or the review of filed tariffs. Intrado Comm cannot agree to pay for services or products when it does not know the rate to be charged. There must be some parameters on AT&T's ability to impose rates on Intrado Comm.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

17. Please refer to page 36, lines 13-21, of Intrado witness Hicks' direct testimony. Please explain specifically what Intrado means by "extraordinary charges" on line 15.

Intrado Comm Position:

The term "extraordinary" is the term contained in AT&T's template language. Intrado Comm understands the term to be beyond ordinary day-to-day charges. AT&T can provide more information on what it meant in its template language

Responsible Person:
Thomas Hicks, Director – Carrier Relations

18. Under Intrado's proposed language to Pricing Section 1.9.1, is Intrado willing to accept AT&T Florida's rejections of orders for products and services not included in the ICA, and for which no applicable intrastate tariff rates exist, until the applicable rates are set pursuant to the Section 251 and 252 process? If no, explain why not.

Intrado Comm Response:

Intrado Comm may be willing to accept such a proposal. Intrado Comm would need to closely review AT&T's tariffs and the products and services in the interconnection agreement to ensure orders for necessary products and services would not be rejected.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

19. Please explain with specificity Intrado's objections to AT&T Florida's proposed language to Pricing Sections 1.9.1 and 1.9.2.

Intrado Comm Response:

Please see the Response to Interrogatory 16.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

20. a. Please explain Intrado's reasons for its proposed additional language to Pricing Section 1.10.1 "if the Parties have reached mutual agreement of the specified rate and the Commission has approved pursuant to the following process."

b. Is it Intrado's position that this language would permit Intrado to object to prices even if the Commission has approved them?

c. Would it be more appropriate to require that either the rates are mutually agreed to by both parties or the parties accept the rates the Commission approves? If no, please explain why not.

Intrado Comm Response:

a. Please see the Response to Interrogatory 16.

b. Intrado Comm would not be permitted to object to prices if the Commission has approved them. This is Intrado Comm's concern with AT&T's proposed language – there is no mechanism for Commission approval either through the tariff process or the 251/252 process.

c. Yes, that approach would be appropriate.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

21. Is Intrado an authorized re-seller of telecommunications services in Florida?

Intrado Comm Response:

Yes, Intrado Comm's certification as an Alternate Local Exchange Carrier ("ALEC") includes resale authority.

Responsible Person:
Thomas Hicks, Director-Carrier Relations

22. By way of clarification, have all issues relating to collection and remittance of 911/E911 surcharges contained in sections 7.2.2, 7.2.2.1, 7.2.2.2 been resolved by the parties?

Intrado Comm Response:

Yes, all issues relating to collection and remittance of 911/E911 surcharges have been resolved by the Parties.

Respon Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

23. By way of clarification, are issues relating to collection and remittance of 911 /E9 11 surcharges contained in sections 7.2.1.1 and 7.2.1.2 still in dispute?

Intrado Comm Response:

All issues relating to collection and remittance of 911/E911 surcharges are resolved.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

24. For purposes of the following request, please refer to the direct testimony of AT&T witness Pellerin, page 36, lines 26-29, where it is stated that, "This language clearly sets forth how 911 surcharges will be handled if Intrado ever operates as a reseller. When Intrado is not operating as a reseller, this language is not invoked, and there is no harm to Intrado by including it in the ICA."

a. If Intrado is not operating as a reseller, why does Intrado object to the inclusion of this language?

b. To the best of Intrado's knowledge, why is AT&T proposing language that is not relevant to Intrado's business model?

Intrado Comm Response:

All issues relating to collection and remittance of 911/E911 surcharges are resolved.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

25. **a. Is there language in the 13 states agreement analogous to the language AT&T proposes in Florida in regards to collection and remittance of 911/E911 surcharges?**

b. Please identify the language in the thirteen states agreement.

Intrado Comm Response:

All issues relating to collection and remittance of 911/E911 surcharges are resolved.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

26. **For purposes of the following request, please refer to the direct testimony of Intrado Witness Cynthia Clugy, page 8, lines 5-10. What is the exact language agreed upon by the parties in Ohio?**

Intrado Comm Response:

All issues relating to collection and remittance of 911/E911 surcharges are resolved.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

27. **For purposes of the following request, please refer to the direct testimony of Intrado witness Clugy, page 5, lines 7-12.**

a. Please identify the specific terms and conditions that Intrado has identified in the ICA that should be reciprocal.

b. How did Intrado determine which terms in the ICA should be reciprocal?

Intrado Comm Response:

a. Intrado Comm is unclear what provisions of the interconnection agreement are included under this Issue 9. This issue was included by AT&T. Intrado Comm has asked AT&T for clarification as to what provisions of the contract fall under this issue, but has not received a response.

b. Any provision affecting interoperability and mutual exchange of traffic was reviewed to ensure reciprocity. Also, where AT&T sought to put the onus of certain liabilities on Intrado

Comm, Intrado Comm amended those provisions to make them shared responsibilities given the co-carrier relationship.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

28. For purposes of the following request, please refer to the direct testimony of Intrado witness Clugy, page 13, lines 7 through page 14, lines 4.

a. Please identify the type of barrier to entry that a term shorter than three years erects, and explain the effects such barrier would have on Intrado's delivery of services to its customers.

b. Please explain what is meant by "decidedly counter to the public interest."

c. Had AT&T, at the time your direct testimony was filed, proposed language regarding the term that should apply for the interconnection agreement in Florida?

d. If your response to Interrogatory 28(c) is affirmative, was the term proposed for the interconnection agreement in Florida the same as the term that the parties' agreed to in Ohio (13-state agreement)?

e. Please explain what is meant by the phrase, AT&T is unwilling to use the 13-state agreement "as the basis for" the Parties' Florida agreement.

Intrado Comm Response:

The actual term of the interconnection agreement is not at issue - AT&T has agreed to provide Intrado Comm with a three-year term for the interconnection agreement. The issue is whether the entire Term and Termination provision the Parties reviewed, negotiated, and revised in Ohio should be used in Florida. AT&T proposes using the 9-state template Term and Termination provision and simply substituting "5 years" for "3 years" to achieve Intrado Comm's desired result. That does not provide Intrado Comm with the entire provision the Parties already negotiated. Also see Intrado Comm's Response to Interrogatory 12.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

29. **For purposes of the following request, please refer to the direct testimony of Intrado witness Clugy, page 14, lines 5-21.**

a. **Had AT&T, at the time your direct testimony was filed, proposed language regarding a successor ICA in Florida?**

b. **If your response to Interrogatory 29(a) is affirmative, was the period of time to request a successor agreement in Florida based upon the language use in Ohio (13- state agreement)?**

c. **Please explain your assertion: "Originally, Intrado Comm had proposed a longer period of time in order to request a successor agreement, but has since agreed with AT&T's original language providing for a ten (10) day timeframe."**

Intrado Comm Response:

a. No.

b. Not applicable.

c. In its Petition for Arbitration, Intrado Comm proposed language allowing Intrado Comm more than 10 days to request a successor interconnection agreement. Since its Petition was filed, Intrado Comm has accepted AT&T's originally proposed language, which sets forth a 10 day timeframe.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

30. For purposes of the following request, please refer to the direct testimony of Intrado witness Clugy, page 22, lines 12-18.

a. Does Intrado have ICAs with other carriers in Florida that have already addressed capitalization?

b. Does Intrado have ICAs with other carriers in other states that have already addressed capitalization?

c. Please explain why defined terms in the ICA should be identified in the manner Intrado asserts they should be identified.

Intrado Comm Response:

a. Intrado Comm does not have any currently executed and ratified interconnection agreements with other carriers in Florida that have already addressed capitalization.

b. Intrado Comm and its affiliates have interconnection agreements with other carriers in other states that capitalize certain definitions and subsequently uses those capitalized defined terms throughout the body of the document.

c. When negotiating parties agree on a specifically defined meaning for a word, term, or acronym being used throughout a binding contract, that word, term or acronym should be duly represented by the use of capitalization. This capitalization should be carried throughout the text of the document. This ensures that all parties have a common understanding of crucial terminology should any ambiguities arise from specific text in the document.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

31. For purposes of the following request, please refer to the direct testimony of Intrado witness Hicks, page 32, lines 18 through page 34, lines 1-4.

a. What types of trunk forecasting information does Intrado's modified language seek to obtain from AT&T?

b. Please explain Intrado's ordering processes and describe how it is consistent with industry standards.

Intrado Comm Response:

a. The goal is to ensure that Intrado Comm's traffic carrying capacity will be comfortably greater than the current need through expected need six months later. Forecasts are requested quarterly at the end of each quarter (*e.g.*, March 31 for first quarter) to be delivered within two weeks of the end of that quarter. The data is desired in spreadsheet format with column headings:

- Type of Trunk,
- CLLI of AT&T's originating CO,
- Intrado's POI CLLI,
- number of circuits installed as of date of report,
- the grade of service being provided on the current trunks
- the date of the traffic study that established the grade of service
- number of circuits forecast for end of next quarter,
- number of circuits forecast for end of second subsequent quarter,
- number of circuits forecast for end of third subsequent quarter

- number of circuits forecast for one year
- TGSN Code
- Remarks

b. When Intrado Comm is the designated E911 service provider it is necessary for communication service providers to order trunks from Intrado Comm to terminate 911 traffic from their end users to the Intrado Comm 911 selective router serving PSAPs authorized to answer 911 calls from those end users. Intrado Comm has established Access Service Request ("ASR") processes that enable the carriers to place orders for these trunks. These processes use the same industry accepted abbreviations and acronyms for ASR used by large carriers such as AT&T. Intrado Comm also has companion documentation that explains the fields on the ASR forms. Generally, a carrier will place an ASR with Intrado Comm and pre-populate certain order data fields on the form. This form is then submitted for Intrado Comm to engineer and design the circuits based on facility information provided by the carrier. Intrado Comm then returns a Firm Order Commitment ("FOC") due date and circuit identification information back to the originating carrier. This order flow process is no different than what AT&T uses today.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

32. **For purposes of the following request, please refer to the direct testimony of Intrado witness Hicks, page 33, lines 9-11. How will Intrado utilize the initial trunk forecast requested from AT&T?**

Intrado Comm Response:

Intrado will use the grade of service information to be able to report to the PSAPs to which it provides service whether the interconnection trunking meets the NENA recommended service level of P.01 GOS and if not, to plan actions in cooperation with AT&T to upgrade the trunking to meet the NENA recommendation. The number of trunks forecast per quarter will enable Intrado to plan any upgrades to its traffic handling capacity to meet AT&T's forecast demand.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

33. For purposes of the following request, please refer to the direct testimony of Intrado witness Hicks, page 14, line 13, through page 19, line through 5:

a. Does Intrado have the infrastructure in their existing network that supports direct and redundant trunk configurations available to AT&T Florida?

b. What types of multiple, diverse 911 network access points does Intrado currently have in place and between what locations?

c. What types of alternative diverse facilities does Intrado currently have in AT&T Florida's serving areas?

d. Who would decide where the diverse points would be located for each carrier to interconnect to Intrado's network and why?

Intrado Comm Response:

a. Intrado Comm will provide a minimum of two geographically diverse access points within the State of Florida to which AT&T may terminate its end users' 911 traffic that is destined for PSAPs served by Intrado Comm. While AT&T has direct control over its network facility transport designs and the level of facility diversity it will employ, Intrado Comm has strongly recommended that it employs diverse voice paths from its end offices to each access point. The mere fact that Intrado Comm will employ two geographically points of termination ensures that AT&T will have some level of diversity in its network design to be able to reach each location. Such diversity and redundancy represent the common expectations of public safety communications, are consistent with the FCC's Network Reliability and Interoperability Council ("NRIC") recommendations and promotes network reliability for highly critical emergency service access.

b. Intrado Comm has not yet established the locations for the access points that will be deployed within the State of Florida. Determination of where the geographically diverse Intelligent Emergency Network® access points will be placed in Florida is contingent upon many factors, as well as the locations of the early adopters of Intrado Comm's E911 network offering. The quantity and location of the network access points are designed for the greatest level of efficiency and reliability. Such determinations are made only after an E911 Customer has entered into agreement to subscribe to Intrado Comm's 911 service.

c. Intrado Comm currently has a portion of its national emergency calling complex softswitch located in AT&T Florida's serving area. As stated previously, the locations of Intrado Comm's Intelligent Emergency Network® access points remains to be determined.

d. Intrado Comm's network design personnel work closely with its E911 Customers to identify diverse access point locations that will provide the greatest efficiency and reliability for public safety. Given the nature of Florida's exposure to hurricanes and other severe weather

conditions, regional diversity within the State will be a critical factor in making those determinations.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

34. For purposes of the following request, please refer to the direct testimony of Intrado witness Hicks, page 26, line 16 through page 32, line 17:

a. What benefit, if any, would it be to an ILEC to deny inter-selective router transfer capability to a 911 Service Provider?

b. Should the language of the ICA contain provisions for the PSAPs inclusion in the process and its facility requirements as to how their particular traffic may be routed? If Not, why not?

c. Would Intrado's proposed language require any modifications and/or upgrades to AT&T Florida's current network infrastructure? If so, what modifications/upgrades would be needed to be compatible with the Intrado network?

d. Does Intrado currently provide any contracted services to AT&T Florida as it relates to the provisioning of 911/E911 services? If so, what services does Intrado provide and in what capacity?

Intrado Comm Response:

a. A public safety entity opting to subscribe to Intrado Comm's Intelligent Emergency Network® offering will have every expectation that it will retain the ability to perform and receive call transfers to/from PSAPs remaining on AT&T's E911 network. By denying inter-network call transfer capabilities to competing providers of E911 network services, AT&T could severely diminish a competitive provider's ability to enter the public safety market place since E911 Customers would need to sacrifice existing call transfer capabilities when moving away from the incumbent provider's technology-limited E911 network. Thus the benefits of a more robust and enhanced public safety network would be denied to Florida PSAPs.

b. E911 Controlling Authorities play a vital role in defining operational expectations of their E911 service providers, inclusive of call transfer locations, back up PSAPs, alternate and default routing schemes and other aspects of E911 service. While parties subscribing to Intrado Comm's Intelligent Emergency Network® offering will have the ability to establish call transfer, backup routing, alternate and default routing to any PSAP in the nation served off Intrado Comm's network, Intrado Comm recognizes that it is inefficient to establish such capabilities to every PSAP in Florida currently served by separate AT&T networks in the legacy environment Accordingly, Intrado Comm has not sought the establishment of full interoperability for call transfers between ALL PSAPs served by AT&T and Intrado Comm. Intrado Comm believes the

determination of where and when inter-selective router call transfers may occur must be under the direction of the public safety entities seeking the service. However, Intrado Comm is seeking the inclusion of language in the interconnection agreement that will permit such transfer and routing arrangements to occur should an E911 Controlling Authority request such capabilities. By doing so, the administrative costs of negotiating and establishing independent commercial agreements between the service providers for such interoperability will be greatly reduced, as multiple agreements will not be necessary. This approach will not negate the need for a request from public safety to each 911 service provider to effectuate the transfer arrangements.

c. No. The language proposed by Intrado Comm does not impose any modifications to AT&T Florida's current network infrastructure. However, Intrado Comm's language does impose a requirement for AT&T to re-direct/re-home its end office 911 traffic destined for PSAPs served by Intrado to Intrado Comm's Intelligent Emergency Network®.

d. No. Intrado Comm does not currently provide any contracted services to AT&T Florida.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

35. By way of clarification, have issues relating to the appropriate terms and conditions regarding billing and invoicing audits been resolved by the parties?

Intrado Comm Response:

Issues relating to the terms and conditions regarding the billing and invoicing of audits have been resolved by the Parties in Ohio, but not in Florida because AT&T is unwilling to utilize the entire audit provision reviewed, negotiated, and revised by the Parties in Florida. See Response to Interrogatory 12.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

36. By way of clarification, have Issue Nos. 25(b), 25(c), and 25(d) been resolved by the parties?

Intrado Comm Response:

Issues 25(b), 25(c), and 25(d) have been resolved by the Parties in Ohio, but not in Florida because AT&T is unwilling to utilize the entire audit provision reviewed, negotiated, and revised by the Parties in Florida. See Response to Interrogatory 12.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

37. For purposes of the following request, please refer to the direct testimony of Intrado witness Spence-Lenss, page 18, lines 6-8.

a. By way of clarification, will late payment charges only be applied if the payment of properly disputed charges is not remitted to the escrow account by 30 calendar days of the invoice date?

b. If the response to Interrogatory 37(a) is negative, how will late payment charges apply?

c. Is it Intrado's position that properly disputed amounts remitted to a interest-bearing escrow account, within 30 calendar days of the invoice due date, are subject to late payment charges?

d. If the response to Interrogatory 3 7(c) is negative, please detail Intrado's position.

Intrado Comm Position:

a. It is Intrado Comm's understanding that late payment charges will apply only if disputed amounts are not placed in escrow by the bill due date.

b. Not applicable.

c. No. Intrado Comm's position is that late payment charges should apply only to amounts that are not paid by the bill due date or not properly disputed (*i.e.*, placed in escrow) by the bill due date.

d. See Response to Interrogatory 37(d).

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

38. With regards to section 10.1.4 of the proposed ICA, who will pay interest on the principal of the properly disputed amounts if the principal was deemed 100% owed to AT&T after resolution?

Intrado Comm Response:

Intrado Comm agrees that interest charges should apply to any disputed amounts contained in escrow if those payments are deemed to be owed to AT&T after resolution of the dispute.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

39. With regards to section 10.1.4, please explain the difference between the late payment charges, and the interest earned on the principal of properly disputed charges remitted to the escrow account prior to 30 calendar days of invoice date, provided that the principal was later deemed 100% owed to AT&T.

Intrado Comm Response:

Intrado Comm agrees that interest charges should apply to any disputed amounts contained in escrow if those payments are deemed to be owed to AT&T after resolution of the dispute.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

40. For purposes of the following request, please refer to the direct testimony of AT&T witness Pellerin, page 67, lines 13-15. What is Intrado' s position with regards to *interest* payments being proportioned equal to the proportioning of the principle balance once dispute resolution is achieved?

Intrado Comm Response:

Intrado Comm agrees that interest charges should apply to any disputed amounts contained in escrow if those payments are deemed to be owed to AT&T after resolution of the dispute.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C.	DOCKET NO. 070736-TP DATED: June 11, 2008

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FLORIDA PUBLIC SERVICE COMMISSION

INTRADO COMMUNICATIONS INC.'S
RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES (NOS. 41-66)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's Second Set of Interrogatories (Nos. 41-66) as follows:

INTERROGATORIES

41. Please refer to page 76, lines 13-18 of AT&T witness Pellerin's direct testimony regarding Issue 32. Does Intrado agree that:

a. The term "offers service" is defined in Appendix ITR?

b. The use of the term is limited to that appendix?

c. Appendix ITR does not include provisions for E911 traffic?

d. Within Appendix ITR, the term "offers service" is limited to local interconnection trunks only?

e. If Intrado disagrees with any, or all of the assertions in subparts (a) through (d) above, please explain the basis for this disagreement.

Intrado Comm Response:

This Interrogatory addresses issue 32 and is currently resolved. Intrado Comm has accepted the AT&T definition of "Offers Service" in the Appendix ITR as this document has

been edited to specifically exclude 911 traffic, which is addressed in the 911 Appendix and the 911 NIM Appendix.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

42. Please refer to page 77, lines 1-24 of AT&T witness Pellerin's direct testimony regarding Issue 34. Does Intrado agree that:

a. There is no language in dispute regarding the definition of a "non-standard" collocation request?

b. There is no language in dispute regarding the definition of a "Custom Work Charge?"

c. If Intrado disagrees with the assertions in subparts (a) or (b) above, please explain the basis for this disagreement.

Intrado Comm Response:

a. Intrado Comm disagrees - - there is a dispute regarding the definition of a "Non-Standard Collocation Request ("NCSR")." Intrado Comm agrees with the original draft definition in the AT&T Physical Collocation appendix with modification. Intrado Comm has added text to address a NCSR that may be more commonly requested. AT&T does not concur with the additional language added by Intrado.

b. Intrado Comm agrees there is no dispute regarding the definition of a "Custom Work Charge".

c. While Intrado Comm recognizes that custom work charges may need to be applied to Non-Standard Collocation Requests, custom work charges should be uniform where similar custom work is requested. The Act requires ILECs to provide interconnection and related services on a nondiscriminatory basis. 47 U.S.C. §251(c)(6). Intrado Comm is entitled to the same Custom Work Charges billed to other entities that made the same or fundamentally similar requests as Intrado. AT&T has used a "Special Service Assembly Request ("SSAR")" to provide customer pricing for regulated retail services. A good example might be the data conditioning once performed for Plain Old Telephone Service ("POTS") lines used with modems for the purpose of dial up connections associated with data transfer. AT&T's work performed for this purpose was generally the same for all customers making such a request and was billed uniformly. Intrado Comm is requesting AT&T to treat commonly requested NCSRs not envisioned by the existing Physical Collocation appendix in a parity manner.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

43. Please refer to page 79, lines 1-12 of AT&T witness Pellerin's direct testimony regarding Issue 34. Which party should determine what constitutes "a similar arrangement?" What objective parameters or guidelines should be considered by Intrado Comm in reaching this determination?

Intrado Comm Response:

There is a well-defined body of federal law that can be relied upon for determining when customers are similarly-situated and entitled to the same rates, terms and conditions. These criteria should be relied upon to determine whether AT&T is engaged in discrimination. If the charges are not in parity with others similarly served, AT&T has an obligation to delineate with specificity the reasons why Intrado Comm's costs to provide seemingly similar serving arrangements are so disparate. Intrado Comm could then invoke the terms of dispute resolution to establish why AT&T's pricing is discriminatory.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

44. For the following questions, please refer to the specific portion of Intrado Comm witness Hicks' direct testimony identified at the beginning of each question.

a. Page 12, lines 17-20. Do you believe Intrado Comm is acting as a CLEC when providing only 911 Network services? Please explain your response.

b. Page 13, lines 1-4. Please identify all applicable statutes, rules, orders or other pertinent materials, including specific page(s) and/or paragraph(s) numbers where applicable, that support your statement that the interconnection arrangements Intrado Comm needs to offer its PSAP customers service falls squarely within the category of arrangements eligible to be obtained from AT&T via the Section 251 (c) process. Please include the specific page(s) and/or paragraph(s) numbers where applicable.

Intrado Comm Response:

a. Yes, Intrado Comm is acting as a CLEC when it provides 911/E911 services. A CLEC is a competitive local exchange carrier. Under the federal Communications Act, a "local exchange carrier" is any person engaged in the provision of "telephone exchange service" or "exchange access" (47 U.S.C. § 153(26)). "Telephone exchange service" is (1) service within a telephone exchange, or within a connected system of telephone exchanges or (2) comparable service provided by a system of switches, transmission equipment or other facilities by which a subscriber can originate and terminate a telecommunications service (47 U.S.C. § 153(47)). The FCC has determined that the "key component" of telephone exchange service is "'intercommunication' among subscribers within a local exchange area" (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385, ¶¶ 30-31 (1999)). When providing 911/E911 services to a PSAP, Intrado Comm provides "intercommunication" because it transports the 911 call to the appropriate PSAP and enables the person dialing 911 to talk to someone at the PSAP and the person at the PSAP to respond to the

caller. Intrado Comm's 911/E911 services will provide a greater degree of intercommunication than is available in fax communications, which the FCC has declared to be telephone exchange service (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385, ¶ 21 (1999)).

The plain language of section 364.02(14), Florida Statutes states a "telecommunications company" includes every corporation "offering two-way telecommunications service to the public for hire within this state." In section 364.02(13), the Legislature has said that "service" "is to be construed in its broadest and most inclusive sense." Unquestionably, persons who dial 911 are capable of two-way communications with the 911 call taker. Moreover, the conversation is occurring over telecommunications lines that Intrado Comm offers for compensation to the PSAP. These lines utilize both the local exchange network provided by the caller's local exchange carrier as well as the Wireline 911 Network provided by Intrado Comm when it is serving as the voice telephone network provider for the PSAP. In addition, 911 services provided by the ILECs have been tariffed for years by the ILECs as local exchange services – such services do not change their nature because they will be provided a CLEC.

Finally, the Florida Legislature has also recognized that 911 services are telecommunications services in its establishment of the State E911 Board and the 911 fees that may be levied. In Section 364.171(2), the Legislature has stated its intent to have implemented and continually updated "a cohesive statewide emergency communications number "E911" plan for enhanced services." Further, in Section 364.172(2)(d), the Legislature has said 911 fees should be administered "in a manner that is competitively and technologically neutral as to all voice communications services providers." Finally, the Legislature in Section 364.172(9)(b) declared it appropriate for 911 fee revenues to "be used for next-generation E911 network services." This statutory language recognizes that the service Intrado Comm is proposing to provide is a "telecommunications service" that will be provided by a CLEC pursuant to the authorization granted to Intrado Comm by this Commission.

b. Section 251(c) requires ILECs to provide interconnection for the transmission and routing of telephone exchange service and exchange access (47 U.S.C. § 251(c)(2)). As discussed in the Response to Interrogatory 6(a), Intrado Comm offers telephone exchange service when it provides 911/E911 services to PSAPs. The FCC has defined "interconnection" as "the linking of two networks for the mutual exchange of traffic" (47 C.F.R. § 51.5). The arrangements Intrado Comm seeks in the interconnection agreement are for the purpose of linking two networks – AT&T's network and Intrado Comm's network - - for interconnection to the public switched network for the mutual exchange of 911 calls destined to the other carrier's PSAP end user.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

45. Please refer to page 21, lines 13-15 of Intrado Comm witness Hicks' direct testimony. Why does Intrado Comm want a "minimum of two . . . POIs?" Please explain the technical and regulatory reasons for two POIs.

Intrado Comm Response:

It is in the public's interest to require a minimum of two POIs for the mutual exchange of traffic between 911 networks. This requirement is consistent with the 911 network recommendations of the FCC chartered Network Reliability and Interoperability Council IV ("NRIC") Best Practice ES01. Intrado Comm's 911 network consists of a secure, managed IP network from the Intrado Comm Regional Collocation ("RCL") gateways and the Intrado Comm served PSAPs. Intrado Comm's RCL gateways serve as the interface for traditional Time Division Multiplex ("TDM") circuit switch local exchange providers. Intrado Comm's network design typically consists of three (3) geographically diverse RCL gateway access points so as to provide consistent diversity and redundancy to the managed IP network serving the PSAPs. That is, should a gateway be taken out of service for maintenance or repair, reliability is not diminished since the other two geographically diverse interfaces remain available for call delivery. Intrado Comm recommends interconnection to all three diverse RCL gateways, but has only proposed a requirement to interconnect to two.

Intrado Comm is not averse to interconnecting to a minimum of two POI on the AT&T network when AT&T has been designated as the E911 Services provider. However, the current AT&T interconnection agreement makes no provisions for multiple POIs for 911 interconnection. AT&T believes the POI for 911 traffic should be at the locations of the 911 Selective Router. In most AT&T 911 deployments, a single Selective Router is used, thus reducing the value of establishing multiple POIs for 911. Intrado Comm fully intends to establish multiple and diverse paths to the AT&T network, likely at the AT&T Selective Router location. This will not, however, provide full network diversity as recommended by NRIC. Intrado Comm is not aware of any regulatory requirement to establish multiple POIs for 911 network interconnection in Florida. The FCC has, however, directed the Public Safety and Homeland Security Bureau to implement NRIC best practices that are consistent with 911 network design proposed by Intrado. *See Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks*, EB Dkt No. 06-119, WC Dkt. No. 06-63, 22 FCC Rcd 10541 at ¶¶ 74, 79-81 (2007); Extended, 22 FCC Rcd 14246 (2007); *Order on Reconsideration*, 22 FCC Rcd 18013 (2007).

Responsible Person:
Thomas Hicks, Director – Carrier Relations

46. Please refer to page 21, lines 17-19 of Intrado Comm witness Hicks' direct testimony for the following questions.

a. Please identify any technical and regulatory support for the assertion that "AT&T either uses mid-span meet points with adjacent ILECs for the transport of 911/E911 traffic to the appropriate PSAP or transport traffic to the selective router of the 911/E911 provider."

b. Does AT&T compete with any adjacent ILECs to provide 911 service to PSAPs? Please explain your answer.

Intrado Comm Response:

a. AT&T serves PSAPs located in the AT&T local exchange franchise service area with E911 Selective Routers that are generally located in major metropolitan areas. AT&T E911 Tandems are usually located in close proximity to its access tandems. This is largely attributable to the physical interoffice facilities used to deliver calls to the access tandems also being used to deliver 911 calls from end offices served by independent incumbent local exchange companies ("ICOs"). AT&T's franchise areas generally are densely populated areas that are surrounded by smaller exchanges served by ICOs. These ICOs do not provide E911 Selective Routers and therefore have no problem sending their 911 traffic to AT&T's Selective Routers via the facilities used to transport local exchange traffic to the access tandems. AT&T has established meet-points designed to serve as demarcation points for the maintenance of these facilities. These meet-point arrangements were either established via verbal agreements or private joint provisioning agreements designed to facilitate the exchange or passage of traffic between non-competing ILECs. These serving arrangements were not established to facilitate competition between AT&T and its neighboring ICO, but instead to enable each company to service customers within their respective franchise territory.

b. No, AT&T provides E911 Services to PSAPs within its franchise territory, but will provide E911 Services to PSAPs outside of its franchise territory if the incumbent serving the PSAP does not wish to provide E911 Selective Routing services. Should the neighboring ILEC choose to provide E911 services via its own Selective Routing Tandem then AT&T will generally establish what it refers to as "primary" and "secondary" serving arrangements that will enable AT&T to continue to interconnect its AT&T end offices to an AT&T Selective Router instead of another company's E911 Selective Router. This arrangement is primarily used where an AT&T end office subscribers is served by more than one PSAP and one of those PSAPs is located outside of AT&T's franchised area and served by the neighboring ILEC's Selective Router. This is not a competitive arrangement, but is instead non-competing carriers managing their provision of services within their franchise service area.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

47. Please refer to page 22, lines 1-4 of Intrado Comm witness Hicks' direct testimony for the following questions.

a. Please identify any technical and regulatory support for the assertion that "[T]here should be only one stage of E911 switching after the originating office processes the call."

b. How does only one stage of switching "ensure the greatest degree of reliability?" Please explain your answer.

Intrado Comm Response:

a. Technically, the ability to switch a 911 call requires several process steps. Simply, call processing logic for E911 service requires the network to:

1. receive call routing digits and wireline caller's telephone number from the transmitting central office over a transport facility (e.g., copper, fiber, air);
2. interpret the routing digits received as a 911 call type;
3. use the caller's telephone number to index into the appropriate call routing translation tables (i.e., Selective Routing Data Base ("SRDB"));
4. identify the Emergency Service Number ("ESN") stored in the SRDB with the caller's telephone number via a previously stored line attribute for the caller;
5. translate the ESN line attribute to a routing index to query trunk translation tables to determine which outgoing trunk group the call will be switched to and the appropriate signaling to be transmitted over the outgoing trunk group;
6. seize an available outgoing trunk from the trunk group selected (or over a trunk from the appropriate alternate route trunk group if all trunks are busy in the primary trunk group);
7. pass the properly formatted digits over the chosen trunks in accordance with trunk group translation table entries for the trunk group chosen; and
8. cut through the voice path upon answer at the PSAP.

Technically, failure could occur during any stage of the call process logic steps if the switch routing tables are not pre-provisioned properly, if the caller's telephone number data in the SRDB fails to contain the most current information for that caller, or if a hardware or software error occurs.

b. By introducing a second stage of switching into the E911 call completion process, the potential points of failure are more than doubled because errors may also be introduced into the varied provisioning platforms and database systems used to provision the trunk and data tables contained in each switch. To successfully process a 911 call in the manner commonly deployed by AT&T where two Wireline E911 Network service providers are involved (*i.e.*, primary and secondary routing), both switching stages must be provisioned using common source data (the caller's telephone number, address location and Master Street Address Guide ("MSAG"). As only one Wireline 911 Network service provider will be chosen by an E911 Controlling Authority to serve as the "designated" service provider, the potential for the provisioning information to get out of synchronization between the service providers or be misapplied increases the risks of failure. Further, the overall Wireline E911 Network service quality delivered by the competitive provider that is designated to provide E911 services remains within the control of AT&T.

Intrado Comm's network design limits the exposure of a switching system's failure to an end office level, thereby exposing a smaller subset of customers the risk of an ILEC's call processing failure. By switching *all* 911 traffic through another switching stage within the ILEC's network, an entire community is exposed to one central office's loss of call processing (their Control Office), be it related to weather (e.g., Hurricane Katrina type event) or maintenance failure condition.

Lastly, inter-office trunk groups are typically designed for a P.01 grade of service for each trunk group. A P.01 is understood to represent one in one hundred calls may fail during the busiest hour of the busiest day due to all trunks being busy. If more than one inter-office trunk group is involved in the call path to Intrado Comm's selective router due to the unnecessary insertion of another stage of switching, the potential for call blockage due to one of the inter-office trunk groups being "all trunks busy" is more likely.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

48. Please refer to page 22, lines 10-14 of Intrado Comm witness Hicks' direct testimony. How has 911 traffic "historically been handled" between adjacent ILECs? Please explain your answer.

Intrado Comm Response:

As discussed in the Intrado Comm reply to Interrogatory 46, adjacent ILECs have a mutual need to exchange traffic so as to effectively serve customers within their respective franchise areas. This mutual exchange of traffic may be for termination within the franchise territory or may be merely a pass-through of traffic on interoffice facilities destined for another franchise territory. For example, AT&T may not be the predominant carrier within a local access transport area ("LATA"). AT&T may have a need to transport its end office traffic to access tandems of other carriers. It is in the best interest of the public for all carriers to mutually support interoffice facilities within a state to provide optimal service to all customers making 911 calls. Therefore, adjacent carriers have historically designated a "meet point" on an interoffice facility and agreed to maintain their respective portion of the circuit up to the meet point. The meet point also serves as a demarcation point for the billing of mileage and cost recovery from public safety. In such scenarios, it is often AT&T, not the ICO, providing the E911 Selective Routing services. AT&T and the ICO historically have agreed to use the "meet point" for the exchange of E911 traffic originating from ICO end offices destined for AT&T's Selective Router(s) or from AT&T's Selective Router(s) destined for PSAP(s) located in ICOs franchise territories. This arrangement generally has not applied to competitive local exchange carriers ("CLECs"), wireless carriers, or VoIP service providers because they do not provide services to PSAPs. Consequently, each of these types of carriers is commonly relegated to arranging for termination of their respective traffic at the selective router of the entity providing E911 services to the PSAP.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

49. Please refer to page 22, line 21 through page 23, line 2 of Intrado Comm witness Hicks' direct testimony. Please identify any technical and regulatory support for the assertion that when Intrado Comm is serving the PSAP, the most efficient and effective network architecture and the highest degree of reliability for 911 services is for Intrado Comm to "deviate" from a "traditional POI arrangement."

Intrado Comm Response:

Intrado Comm will be deploying three RCL gateways that will serve as multiple POIs within a state for the termination of E911 calls from all types of communication service providers. This includes CLECs, VoIP service providers, and wireless service providers ("WSPs") who have historically deployed a more economical network using fewer switching elements to cover a large geographic area. The current 911 infrastructure deployed by AT&T is very switch centric because it is designed to reduce the costs of E911 transport from the multiple AT&T end offices to the AT&T Selective Routers. As an example, there are 4 separate E911 Selective Routers in the heavily populated Southeast Florida LATA where AT&T is the dominant local exchange provider. The E911 switching capacity on these 4 separate non-interoperable Selective Routers could probably serve the entire states of Florida and Alabama but at the expense of higher transport costs to deliver all AT&T end office traffic to these Selective Routers. A CLEC, VoIP service provider, or WSP operating fewer switches serving more than a single LATA are now compelled to establish multiple diverse and redundant trunk groups to all these Selective Routers in all the LATAs served by the ILEC switch.

Intrado Comm's RCL gateway deployment will serve a wider range of PSAPs with geographically diverse and redundant interoperable switches that will reduce the number of trunks required to deliver E911 traffic for all service providers. Therefore, deviation from the traditional POI arrangement whereby the ILEC is the sole provider of E911 services will result in a more robust E911 infrastructure that provides a higher degree of interoperability between PSAPs and overall 911 network reliability, promote efficient service provider network design, and will establish competition in a market that has previously has been isolated from competitive market benefits. The presence of competition in the 911 arena should hasten the development of next generation 911 network standards based on emerging IP technologies that can more easily accommodate a wider range of communication services that include voice, video, and text. Limiting the POI for interconnection for the purpose of E911service competition to the incumbent's legacy 911 infrastructure will do nothing to offer more redundancy and flexibility, or contribute to improving compatibility between public safety systems that operate using different proprietary standards.

Further, for those carriers switching calls outside the LATA or outside the state of the end user, 911 provisioning efficiencies may be achieved though termination to any RCL gateway on Intrado Comm's national network. As an example, a wireless carrier switching 911 calls from a Mobile Switching Center in Georgia or Alabama serving Florida subscribers may find it more economical to route such calls over facilities terminated to RCL gateways outside the state of Florida.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

50. Please refer to page 23, lines 7-11 of Intrado Comm witness Hicks' direct testimony. Please identify in which FCC order or other decision, that the FCC "determined that any arrangements between neighboring ILECs for the mutual exchange of traffic are considered technically feasible arrangements for interconnection between CLECs and ILECs."

Intrado Comm Response:

The FCC order regarding local competition supports the conclusion that the meet-point arrangements currently used by adjacent ILECs demonstrate that such arrangements are technically feasible and must be made available to competitive entrants. *See Implementation of Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No.96-98 *11 FCC Rcd 15499 at ¶553 (1996).*

Responsible Person:
Thomas Hicks, Director – Carrier Relations

51. Please refer to page 23, lines 13-16 of Intrado Comm witness Hicks' direct testimony. Is AT&T proposing that 911/E911 calls "be delivered to any tandem other than the relevant selective router/911 tandem that is connected to the PSAP for the geographic area in which the 911/E911 call was originated?" Please explain your answer.

Intrado Comm Response:

Yes, AT&T intends to continue to run all AT&T end offices through their existing AT&T Selective Routers as established in the current monopoly network design. AT&T will use the router to act as a traffic "sorter" or "segregator" and switch the call to either an AT&T served PSAP or the Intrado Comm Selective Router. This will be done for all AT&T end offices, even those end offices whose end users are entirely within a jurisdiction served by an Intrado Comm served PSAP. This network configuration introduces unnecessary additional points of failure and should be avoided where it is technically feasible to sort the traffic as it originates in the end office. An ILEC should only be permitted to sort the 911 traffic at another central office or tandem if the end office of the call originator is incapable of sorting the 911 traffic using Line Attribute Routing or any other originating office solution/method, and where the intermediate central office or tandem supports the principles of dedicated, direct trunking and diversity.

When an ILEC chooses to sort 911 traffic destined for a competitive provider's selective routing system (like Intrado) using a second central office in this manner, it should be noted that such sorting does not constitute selective routing Selective routing occurs when calls are terminated to a PSAP and all features typically associated with selective routing are provided (i.e. selective transfer, fixed transfer, night transfer, etc.). The use of a central office for sorting purposes does not provide these services to PSAPs and tariff rates for selective routing should not apply.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

52. Please refer to page 24, lines 4-6 of Intrado Comm witness Hicks' direct testimony for the following questions:

a. What the pros and cons of establishing a POI at AT&T's selective router/911 tandem?

b. What are the pros and cons of establishing a POI at a mid-span meet point?

c. When is establishing a POI at AT&T's selective router/911 tandem preferable to establishing one at a mid-span meet point? Please explain your answer.

d. When is establishing a POI at a mid-span meet point preferable to establishing one at AT&T's selective router/911 tandem? Please explain your answer.

Intrado Comm Response:

a. It is appropriate to establish the 911 POI at the AT&T Selective Router when AT&T is designated as the E911 Service Provider for the termination of E911 calls originated by Intrado Comm end users. Intrado Comm is not averse to establishing the POI at the AT&T Selective Router in this instance; however, AT&T is not the appropriate party to dictate the location. Interconnection to AT&T's legacy 911 infrastructure is most logically done at the Selective Router. This may not be the case as more technologically advanced or efficient form of interconnection as 911 platforms emerge in a competitive 911 market. Therefore, Intrado Comm seeks to retain the right to designate the POI on the incumbent's network when the incumbent is providing 911 services. The main drawbacks associated with the establishment of the POI at the AT&T Selective Router are AT&T's inefficient switch centric network design that drives up a competitive entrant's transport costs and AT&T's traditional single Selective Router deployment that creates a single point of failure in the 911 network.

b. The establishment of a POI at a mid-span meet would conceivably reduce transport costs to the switch centric AT&T network. Intrado Comm would be responsible for physical transport costs to the mid-span meet and AT&T would bear the costs of transporting that traffic on its side of the mid-span meet. It should be noted that Intrado Comm does not have a franchised service area. Consequently, a true mid-span meet point for Intrado Comm may cover several LATAs.

c. Establishment of the POI at an AT&T Selective Router is preferable to one at the mid-span meet when trunk capacity is limited to a DS-1 level connection or less. However, should AT&T deploy physically diverse facility path engineering from the mid-span meet to the appropriate selective router this would not be an issue. Mid-span meets can be costly for both

parties to build and maintain. Therefore, any time a mid-span meet is used, it is appropriate to determine if the capacity required for the mutual exchange of traffic warrants the cost. For example, if a DS-3 level of capacity was required for establishing a mid-span meet, such costs would be prohibited for purposes of purely 911 trunking.

d. Establishment of the POI at an mid-span meet would be beneficial to both parties should both parties use diverse and redundant switching elements for the mutual exchange of traffic. Use of a diverse and redundant mid-span meets would allow the parties to control over the integrity of the facilities to the respective switching elements and not burden the interconnecting parties with the inefficiencies of the other's network design. That is, once the traffic was delivered to the diverse redundant meet points it would be the responsibility of each party to terminate the traffic to the appropriate 911 in whatever fashion those routers have been deployed.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

53. Please refer to page 24, lines 18-19 of Intrado Comm witness Hicks' direct testimony. How does each Party determine what its "portion of the costs" are to reach the mid-span meet point? Please explain your answer.

Intrado Comm Response:

The determination of cost allocation portions are a negotiated process whereby several factors are taken into consideration. As indicated earlier, AT&T's current legacy 911 infrastructure is unnecessarily switch centric. This design developed because multiple Selective Routers in a LATA reduce the transport costs for the carrier who has the most switches in the LATA. This arrangement was fine when there was no competition in the local exchange market, but it unfairly compels competitive entrants to establish inefficient and convoluted transport arrangements. In a competitive local exchange market the E911 Service provider should utilize the most efficient, diverse, and redundant architecture that accommodates the widest variety of communication service providers. The architecture used to support 911 should not be designed to support an inefficient local exchange network. Any mid-span meet point cost allocation should acknowledge and assess appropriate cost allocation to the inefficient 911 Network provider. Traffic volume is another consideration for allocating costs of a mid-span arrangement. The party with the larger call volume will probably benefit the most from the mid-span arrangement, which should be reflected in cost allocation portions. The physical distance between the parties switching elements and the mid-span meet point should also be factored into the proportioning of the mid-span cost. Should one party locate their switching element in a remote and sparsely served area, that party should probably bear some responsibility for such inefficient location.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

54. Please refer to page 24, lines 19-22 of Intrado Comm witness Hicks' direct testimony. Please identify the pertinent rule or order where the "FCC has determined that both the ILEC and the new entrant 'gains value' from the use of mid-span meet . . ."

Intrado Comm Response:

The FCC order regarding local competition supports the conclusion that the meet-point arrangements currently used by adjacent ILECs demonstrate that such arrangements are technically feasible and must be made available to competitive entrants. *See Implementation of Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No.96-98 *11 FCC Rcd 15499 at ¶553 (1996).*

Responsible Person:
Thomas Hicks, Director – Carrier Relations

55. Please refer to page 25, lines 5-12 of Intrado Comm witness Hicks' direct testimony for the following questions/requests.

a. Does Intrado Comm anticipate or plan to have non-911 traffic? Please explain your answer.

b. Does Intrado Comm have the right to designate a single POI at any technically feasible location on AT&T's network for 911 traffic? Please explain your answer and identify any pertinent orders or rules.

Intrado Comm Response:

a. Intrado Comm is certified as a competitive local exchange carrier in Florida and as such can provide other local exchange and toll services. If its business plan dictates, it may provide such other services in the future. Intrado Comm has no immediate plans to introduce other local exchange services at this time.

a. Yes, Section 251(c)(2)(b) addressing interconnection obligations of the ILEC for the establishment of a POI for the mutual exchange of traffic imposes a duty on the ILEC to provide interconnection to the competitive entrant at any technically feasible point within the ILEC's network. Therefore, Intrado Comm has the right to request a single POI at any technically feasible location within AT&T's network for the mutual exchange of local exchange traffic. Section 251(c)(2)(C) requires the ILEC to provide interconnection that is "at least equal in quality to that provided [to itself] or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection." Quality network engineering design for reliable 911 service provisioning dictates the establishment of multiple POIs.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

56. Please refer to page 34, lines 14-16 of Intrado Comm witness Hicks' direct testimony for the following question. Why does Intrado Comm disagree with AT&T's requirement to provide notice beyond the interconnection agreement or to amend the agreement to seek interconnection? Please explain your answer.

Intrado Comm Response:

This Interrogatory addresses Issue 7a which remains an open issue. This issues concerns contract language sections 1.2, 2.1, 2.4, 5.1, and 5.3 of Appendix 911 NIM, and sections 2.1, 4.1, 4.2, 4.3, of Appendix NIM. The Parties are negotiating/arbitrating the terms and conditions of their interconnection arrangement for the mutual exchange of traffic. The arrangements should be delineated in this agreement not left to a later date and further negotiations and based on present experience further arbitration. Locations of switches, etc., can be added to the agreement, but the terms and conditions should be clearly defined now. Given AT&T's less than enthusiastic embrace of competitive entrants in the local exchange market, including the 911 market, Intrado Comm is concerned that its entry will be further delayed by bureaucratic requirements permitting AT&T to withhold approval of a final plan for a series of perceived shortcomings. The purpose of this arbitration process it to produce an interconnection agreement that contains the necessary terms and conditions of interconnection pursuant to 251(c) that is the lynchpin enabling Intrado Comm to enter the Florida market as a CLEC and offer competitive 911 services to PSAPs in the AT&T operating territory.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

57. Please refer to page 4, lines 21-23 of Intrado Comm witness Clugy's direct testimony for the following question. Please identify what section of "AT&T's language indicates that retroactive compensation adjustments will apply 'uniformly' to all traffic exchanged as 'local' calls under the agreement."

Intrado Comm Response:

The AT&T Inter-Carrier Compensation Appendix, Sections 4.2.1, addresses the retroactive compensation issue. AT&T is trying to dictate to what traffic any retroactive payments will apply in the Parties agreement. Intrado Comm is opposed to stating how an Order of the FCC or courts will be applied or interpreted when it has not been issued. AT&T's proposed language is unreasonable.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

58. **Please refer to page 5, lines 2-6 of Intrado Comm witness Clugy's direct testimony for the following questions:**

a. **What language is proposed by Intrado?**

b. **What are Intrado's adjustments to AT&T's language?**

Intrado Comm Response:

a. Intrado Comm proposes a minor addition to the existing AT&T language in Paragraph 4.2.1 of Section 4 of the Inter-Carrier Compensation Appendix. This modification merely adds the words "*to which intervening Law applies.*"

b. As explained in response 57 above, Intrado Comm's proposed language acknowledges that any Order or decision that may impose retroactive charges will be applied as specified by the Order or decision not pursuant to AT&T's personal dictates that it has managed to set forth in a contract. AT&T's proposed language could result in retroactive compensation being permitted to be applied to traffic not addressed in the FCC's, Court's, or legislative decision. Laws should can be applied consistent with the intent of the decision or legislation. That intent is not apparent know until the law is issued.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

59. **Please refer to page 35, lines 11-15 of AT&T witness Neinast's direct testimony for the following question. Does Intrado Comm propose that it establish a single POI when it delivers 911 traffic to AT&T but that AT&T is to establish two POIs when AT&T delivers 911 traffic to Intrado? If no, please explain Intrado's proposal. If yes, please identify any technical and regulatory support for Intrado's proposal.**

Intrado Comm Response:

Intrado Comm discussed this issue of multiple POI for 911 in the answer to Interrogatory 45 above. Intrado Comm does not proposed to establish a single POI when it delivers traffic to AT&T but instead is only complying with the existing AT&T 911 interconnection arrangements which do not have provisions for multiple POIs. In fact, the unedited AT&T interconnection template only contemplates multiple POIs for load balances purposes and the traffic exchanged by the parties must meet certain thresholds to be eligible for multiple POIs. Further, the purpose of multiple POIs in a 911 network is for diversity and redundancy. AT&T's typical 911 network topography consists of a single Selective Router and therefore generally defeats the purpose of establishing multiple 911 POI for redundancy. Intrado Comm will certainly use diverse and redundant facilities to deliver 911 traffic to the AT&T Selective Router should it serve as the POI, however a true multiple POI architecture cannot exist in a single Selective Routing serving arrangement. Since Intrado Comm's network is designed for maximum diversity and

redundancy via the use of three RCL gateways for Selective Routing it more readily lends itself to a multiple POI termination architecture. Intrado Comm is unaware of any regulatory requirements beyond the FCC's NRIC Best Practices that address multiple POI for 911 services.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

60. Please refer to page 10, section 6.3.5 of Exhibit MN-1, attached to AT&T witness Neinast's direct testimony for the following questions.

a. What is the significance of Intrado's proposed "from" versus AT&T's proposed "on" in the second line, in the sentence, "AT&T is responsible for the isolation, coordination and restoration of all 911 facility and trunk maintenance problems [from or on] . . . ?"

b. What is the significance of Intrado's "End Offices to the CLEC POI(s)" versus AT&T's proposed "side of the POI" in the second and third lines?

c. Does Intrado Comm reject AT&T's proposed language on the last two lines, "and will work cooperatively until problems are resolved?" If so, please explain why.

Intrado Comm Response:

The parties have resolved the language associated with this interrogatory. The parties have agreed on new language for this paragraph as follows:

> *AT&T-(STATE) is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems on AT&T-(STATE)'s side of the POI. AT&T-(STATE) is responsible for advising CLEC of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying CLEC of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CLEC will refer network trouble to AT&T-(STATE) if no defect is found in CLEC's 911 network. The Parties agree that 911 network problems will be managed expeditiously and the Parties will work cooperatively until problems are resolved.*

Responsible Person:
Thomas Hicks, Director – Carrier Relations

61. Please refer to page 11, section 7.3.1. of Exhibit MN-1, attached to AT&T witness Neinast's direct testimony for the following question. Does Intrado Comm reject AT&T's proposed language, "[a]nd where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls) . . . ?" If so, please explain why.

Intrado Comm Response:

The parties have resolved the language associated with this interrogatory. The parties have agreed on new language for this Section as follows:

> *Where CLEC has been designated the 911 Service Provider for a 911 Customer contiguous to an AT&T-(STATE) 911 Customer, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls), each Party shall load pANI Shell Records and update ALI steering tables in their respective ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls).*

Responsible Person:
Thomas Hicks, Director – Carrier Relations

62. Please refer to page 11, section 7.3.3. of Exhibit MN-1, attached to AT&T witness Neinast's direct testimony for the following question. Does Intrado Comm reject AT&T's proposed language, "[a]nd where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer . . . ?" If so, please explain why.

Intrado Comm Response:

The parties have resolved the language associated with this interrogatory. The parties have agreed on new language for this Section as follows:

> *Where CLEC has been designated the 911 Service Provider for a 911 Customer contiguous to an AT&T-(STATE) 911 Customer, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer the Parties shall work cooperatively to establish methods and procedures to support PSAP to PSAP call transfer with ALI for 911 calls.*

Responsible Person:
Thomas Hicks, Director – Carrier Relations

63. Please refer to page 3, section 2.2 of Exhibit MN-2, attached to AT&T witness Neinast's direct testimony for the following question. Please define and explain the term "CTESC?"

Intrado Comm Response:

The use of CTESC is a transposed version of the acronym CESTC, which stands for Competitive Emergency Services Telecommunications Carrier. This is the terminology and acronym used by the Ohio Public Utilities Commission in granting Intrado Comm a certificate of operating authority. Exhibit MN-2 is an adaptation of a 911 NIM used in an interconnection agreement currently being negotiated between the parties in the state of Ohio. The

interconnection agreement being negotiated there has been modified to take into consideration Intrado Comm's unique designation as a competitive local exchange provider of competing 911 Services. As Intrado Comm will be providing the same services in Florida, much of the text used in Ohio was applied to the agreement currently being arbitrated in Florida. However, the proposed 911 Appendix should use the term CLEC instead of CESTC. The use of CTESC in this agreement was a mistake on the part of both parties and the Commission should read the language in 2.2 to include the use of the term CLEC instead of the CTESC.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

64. When a PSAP purchases Wireline 911 Network services from Intrado, is the PSAP considered a wholesale or retail customer of Intrado? Please explain your response.

Intrado Comm Response:

When a PSAP purchases 911/E911 services from Intrado Comm, the PSAP is considered a retail customer of Intrado Comm. The common definition of "retail" is "the sale of goods to the ultimate consumers" according to *Random House Webster's Unabridged Dictionary*. The FCC also has distinguished between "retail" and "wholesale" for the purposes of determining how a customer should be classified. The FCC has found that "wholesale" means a service or product that is an input to a further sale to an end user (*Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, 22 FCC Rcd 3513, ¶ 9 n.19 (2007)). By contrast and similar to the dictionary definition of "retail," the FCC has said that a retail transaction is for the customer's own personal use or consumption (*Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, 22 FCC Rcd 3513, ¶ 9 n. 19 (2007)). The PSAP is the ultimate consumer of the 911/E911 services to be provided by Intrado Comm. The PSAP will not be making a "further sale" to another entity. Classification of the PSAP as a "retail customer" of Intrado Comm is consistent with the way in which AT&T classifies its provision of services to PSAPs. AT&T's 911/E911 service offering is contained in its General Exchange tariff, which is the same tariff that contains all of AT&T's other retail service offerings in Florida (AT&T General Subscriber Service Tariff).

However, whether a CLEC is entitled to Section 251(c) interconnection is not based on the customers it serves. Rather, it is based on whether the CLEC offers telephone exchange service, which Intrado Comm does (see Response to Interrogatory 6(a) and (b)). The FCC has specifically stated that (1) a provider of wholesale telecommunications service is a telecommunications carrier and is entitled to interconnection under Section 251 and (2) the regulatory classification of the service provided to the ultimate end user has no bearing on the wholesale provider's rights as a telecommunications carrier to interconnect under section 251 (*Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as*

Amended, to Provide Wholesale Telecommunications Services to VoIP Providers, 22 FCC Rcd 3513, ¶ 15 (2007)).

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm's Government & Regulatory Affairs Department

65. **Do you believe AT&T is obligated to modify its network, offerings, procedures, or practices to accommodate Intrado's request for service? If so, please identify all applicable statutes, rules, orders or other pertinent materials which support this belief.**

Intrado Comm Response:

AT&T is obligated to make the requisite changes in its network and operational practices that will accommodate the interconnection of competing local exchange networks and the mutual exchange of traffic between those networks. The FCC has stated that incumbent carriers like AT&T are required to adapt their facilities to interconnection or use by other carriers and an ILEC must accept the novel use of, and modification to, its network facilities to accommodate the interconnector (*Local Competition Order*, 11 FCC Rcd 15499, ¶ 202 (1996)). The FCC recognized that ILEC networks were not designed to accommodate third party interconnection, and the purposes of the federal Telecommunications Act of 1996 would be frustrated if ILECs were not required, at least to some extent, to adapt their facilities. The FCC's rules also require AT&T to provide any technically feasible interconnection arrangement to Intrado Comm (47 C.F.R. § 51.305). The FCC has determined that, if a particular method of interconnection is currently employed between two networks or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures (*Local Competition Order*, 11 FCC Rcd 15499, ¶ 554). AT&T bears "the burden of demonstrating the technical infeasibility of a particular method of interconnection or access at any particular point (*Local Competition Order*, 11 FCC Rcd 15499, ¶ 554).

These principles are even more important with the interconnection of 911/E911 networks. The emergence of a competitive 911/E911 service market will require network and operational modifications to ensure that PSAPs continue to have all the services, functionality, and interoperability available to them today as well as enhancements to those services and functions when the PSAP chooses a competitive provider.

Responsible Person:
Thomas Hicks, Director – Carrier Relations

66. **For the following questions, please refer to the specific portion of Intrado Comm witness Spence-Lenss' direct testimony identified at the beginning of each question.**

    a. **Page 6, lines 1-2. Please identify which AT&T affiliates, in Illinois and California, with whom Intrado Comm has Section 251 interconnection agreements. Do the interconnection agreements with the AT&T's affiliates,**

in Illinois and California, contain provisions for 911 network service arrangements, prices, and interconnection obligations?

b. **Page 6, lines 6-7. What local exchange services does Intrado Comm offer in other states? Are these local exchange services also offered in Florida?**

c. **Page 12, lines 18-20. Please identify all applicable statutes, rules, orders or other pertinent materials, including specific page(s) and/or paragraph(s) numbers where applicable, that support your assertion that 911 and E911 services are local exchange services. Please include the specific page(s) and/or paragraph(s) numbers where applicable.**

d. **Page 16, lines 22-23 and page 17, lines 1-13. On page 17, it is noted that Intrado Comm understands that billing systems, UNEs, pricing, and performance standards differ by state, and also states that it believes potential disputes and disagreements between the Parties would be minimized if only one set of terms and conditions govern the Parties relationship throughout the nation. If billing systems, UNEs, pricing, and performance standards vary, please explain how only one set of terms and conditions could govern the Parties relationship?**

e. **Page 17, lines 13-16. Please identify the carrier you are referring to on line 16. Are AT&T and the carrier referred to at line 16 in the process of negotiating or arbitrating an agreement based on the 13-state template? Please explain your response.**

Intrado Comm Response:

a. Intrado Comm has 251 interconnection agreements with AT&T Ameritech in Illinois and AT&T SBC/Pac Bell in California. These interconnection agreements do have 911 provisions which allow Intrado Comm to offer an intermediary wholesale interconnection to carriers requiring interconnection to the AT&T E911 Selective Routers in those states. The current 251 interconnection agreements do not address the interconnection arrangements necessary to offer a competing E911 service to PSAPs. Therefore, the provisions for 911 network service arrangements, prices, and interconnection obligations are unilateral in favor of AT&T and do not accommodate the mutual exchange of 911 service traffic.

b. Intrado Comm will offer its competitive local exchange 911 Services to PSAPs in numerous states. It has authority in thirty-eight (38) states to provide local exchange services and has filed tariffs for its 911 Services in many of those states, including West Virginia, Ohio, Florida, and Alabama.

c. Both Embarq and AT&T have described their E911 offerings as telephone exchange service in their E911 tariffs in Florida. Embarq's Florida General Exchange Tariff, Section A10, Sheet 1, Paragraph 1.a states E911 is a telephone exchange service. AT&T's BellSouth Florida's General Subscribers Tariff, Section A24, Page 6, Paragraph A24.1.4.A.1 also

describes E911 services as telephone exchange service. Further, the primary purpose of E911 services is to deliver an emergency call to the agency that is responsible for the dispatch of first responder services. First responder services by their very nature are local in scope. It is therefore logical and reasonable to assume E911 telephone exchange services are more local in nature than not.

d. The AT&T interconnection agreement template is voluminous. The General Terms and Conditions is 60 pages and the overall agreement has over a dozen supporting appendices of which some are state specific and some are not. Intrado Comm seeks an interconnection agreement as a carrier operating in more than one state to have terms and conditions that do not vary by state. The arrangements Intrado Comm needs do not vary by geographic location. The terms for liability, dispute escalation, insurance, assignability, etc, should be the same when doing business with the same carrier and from a practical perspective, probably the same for most carriers. Also, some appendices, by example, Inward Assistance Operator Services or Recordings, should likely be uniform through out the AT&T operating territory. Intrado Comm understands there may be justification for state specific pricing, UNEs, performance measures, etc., and the negotiated agreements should properly reflect the state by state specific requirements. Where there is no need for a state specific attachment then uniform conditions should apply for agreements covering the entire AT&T operating territory.

e. Intrado Comm refers the Staff to the rebuttal testimony of Patricia H. Pellerin, page 11, lines 5-10, where AT&T states it ported a Wisconsin agreement to Florida for First Communications, LLC. AT&T claims the existing Wisconsin agreement is not the same template marked up by Intrado. Whether it is the same template or an updated template, it is still an AT&T template. AT&T's past actions reflect its ability to adapt its template from the north to be used in the south. AT&T committed repeatedly to provide Intrado Comm with an AT&T template agreement that could be used throughout its service territory, but it never delivered. AT&T has been negotiating an agreement with Intrado Comm for Florida and North Carolina based on a single AT&T template, and the issues identified are based on that template. It would appear AT&T has no Florida specific reason that the template which has been the underpinning of this entire arbitration cannot be used for the interconnection arrangements needed in Florida.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C.	DOCKET NO. 070736-TP DATED: JUNE 30, 2008

INTRADO COMMUNICATIONS INC.'S
RESPONSES TO STAFF'S THIRD SET OF INTERROGATORIES (Nos. 67-107)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's Third Set of Interrogatories (Nos. 67-107) as follows:

67. Please refer to Intrado witness Hicks' rebuttal testimony, page 8, lines 9-12. Is this sentence complete?

Intrado Comm Response:

Lines 9-12 were submitted as follows:
"Today, most E91 1 selective routers can receive E91 1 calls with Signaling System 7 ("SS7") and SS7, as per the AT&T interconnection agreement, is the preferred way to interconnect to the AT&T Selective Router."

For clarity, the sentence should have been submitted as follows:
"Today, most E911 selective routers can receive E911 calls using Signaling System 7 ("SS7"), and SS7 has been defined in the AT&T interconnection agreement as the preferred signaling method when interconnecting to the AT&T Selective Router."

Responsible Person:
Thomas Hicks, Director - Carrier Relations

68. Please refer to Intrado witness Hicks' rebuttal testimony, page 8, lines 19-23. Please identify other local service providers that recover costs associated with ANI delivery from the local exchange operations rather than from the PSAPs.

Intrado Comm Response:

It is Intrado Comm's understanding that there are no Florida rules or statutes authorizing other local service providers to charge PSAPs for ANI.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

69. **Please refer to page 9 of Intrado witness Hicks' rebuttal testimony, lines 8-11. The witness states that AT&T has implied in other FPSC dockets that it should continue to receive cost recovery for submission of subscriber data to the E911 database management system of the E911 Services provider. Please identify the FPSC dockets where AT&T has made this implication.**

Intrado Comm Response:

In AT&T's Motion to Dismiss and Response to Intrado Communication's Petition for Declaratory Statement (Docket No. 080089-TP, Petition of Intrado Communications for Declaratory Statement Regarding Local Exchange Telecommunications, Network Emergency 911 Service), AT&T explicitly stated its intention to continue to bill PSAPs that have selected Intrado Comm as their 911/E911 service provider. AT&T's stated intentions to continue to bill a PSAP even though it has selected Intrado Comm as their 911/E911 service provider may be found at:

- Page 10 ("When an ILEC performs the ANI functions to deliver ANI to the PSAP, the ILEC is entitled to charge for this service.")
- Page 10, item 19
- Page 11, item 21
- Pages 11-12, item 22
- Page 12, item 23
- Pages 12-13, item 24
- Page 13, item 26
- Page 13, 27

AT&T's intentions may also be found in memos from the Office of the Sheriff of Martin County, Florida and the Sheriff of Charlotte County, Florida submitted to the Commission as Exhibit CSL-5 to the prefiled direct testimony of Carey Spence-Lenss in this docket. Those government agencies expressed that they are constrained from moving forward with alternative 911 service providers by the information they are receiving from the ILECs (none specifically named) regarding "continuing obligations" once the ILEC is no longer the network service provider. These government officials' memos express concern that they may still be subject to certain ILEC tariff charges, or that the ILEC may create new tariff or other rate elements, or that the services they receive may be bundled with services they no longer receive, resulting in billing for services no longer received or necessary.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

70. Please identify and list all source documents supporting the derivation of the rates contained in TH-8 attached to Intrado Communications witness Hicks' rebuttal testimony.

Intrado Comm Response:

The rates shown in the rebuttal testimony are market-based prices. These rates reflect costs incurred by Intrado Comm associated with the 911 network access hardware, software and Intrado Comm labor costs incurred for the engineering, installation, testing and implementation of telecommunication service provider access to the Intrado Comm 911/E911 network. Each Point of Interconnection (POI) is equipped with Digital Access Cross-connect System(s) and Emergency Service Gateway (ESGW) switches as well as the number of DS1 and DS0 terminations supported at the POI location(s). The source documents initially used as a part of the process to develop market prices no longer exist.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

71. Please refer to Intrado witness Hicks' rebuttal testimony, page 14, lines 2-7.

a. Is it Intrado's position that AT&T incurs no cost for the call sorting arrangement? If affirmative, please identify all documents supporting this position. If negative, please explain how AT&T would receive preferential treatment by recovering these costs from PSAPs.

b. What would be the appropriate recovery mechanism if the costs are not recovered from the PSAPs?

Intrado Comm Response:

a. No. Intrado Comm recognizes that AT&T incurs costs for call sorting arrangements whether the sorting is performed at its end office or at another AT&T central office using its selective router to sort the 911 calls. The costs associated with providing end users access to E911 services are borne by all entrants in the competitive market: traditional wireline carriers, wireless carriers, and VoIP service providers. However, only the incumbent wireline carriers who also provide E911 services, such as AT&T and dominant ILECs such as Embarq and Verizon, have tariffs for 911 services provided to PSAPs that they may use to recover costs associated with access to E911 services by their end users. The ability to recover costs associated with providing access to E911 services through billing of E911 service rates to PSAPs gives AT&T a competitive advantage in the provision of local exchange services because none of AT&T's competitors can recoup these costs from public safety they must pass-through to end users.

b. The appropriate recovery mechanism to recover costs associated with providing access to E911 systems is from the subscriber rate base. That is, AT&T's rates for local exchange dial tone services are the appropriate source for cost recovery of access to E911 services.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

72. **Please refer to AT&T witness Pellerin's rebuttal testimony, page, 2, lines 22-24. The witness states that there are ten issues that AT&T resolved with Intrado for the Ohio ICA using a 13-state template and for which the parties agree there is no content dispute. Does Intrado agree that there is no content dispute with Issues 18(a, b), 20, 22, 23, 25(b-d), 33, and 35? If no, please identify each issue Intrado has a content dispute with AT&T and explain the specific dispute.**

Intrado Comm Response:

Yes, Intrado Comm agrees that there is no "content" dispute with respect to the contract provisions associated with Issues 18(a, b), 20, 22, 23, 25(a-d), 33, and 35 (note, 25(a) has been added to the list since the filing of rebuttal testimony). The Parties were able to agree on the content of the language for the above-referenced issues after negotiations that revised some portions of the contract provisions and Intrado Comm agreeing to accept the remainder of the provisions as originally proposed by AT&T. These issues remain open because AT&T has indicated it is unwilling to use the negotiated sections in their entirety in the Parties' Florida interconnection agreement.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

73. **AT&T witness Pellerin asserts in footnote 2 on page 3 of her rebuttal testimony, that, if the Commission decides in Issue 2 to utilize the 9-state template, six issues will not need to be addressed because "Intrado's disputes are not present in the 9-state language." Does Intrado agree with AT&T that if the 9-state template is utilized, six issues will not need to be addressed? If no, please explain.**

Intrado Comm Response:

No, Intrado Comm does not agree that resolution of Issue 2 would eliminate the need for the Commission to address the six issues referenced by Ms. Pellerin. Intrado Comm has proposed language for each of the contract sections associated with the six issues referenced by Ms. Pellerin (*i.e.*, the entire provision negotiated by the Parties in Ohio). Despite the resolution of Issue 2, the Commission will still be required to determine whether to adopt Intrado Comm's proposed language for the remaining outstanding issues.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

74. Please refer to AT&T witness Pellerin's rebuttal testimony, page 7, lines 13-22. Are the rates shown in Intrado witness Hicks' exhibit TH-8 retail rates or commercial rates? Does the fact that the exhibit is labeled Intrado Communications Inc. imply that the rates are commercial?

Intrado Comm Response:

No. The rates contained in TH-8 are the rates imposed on all entities interconnecting to Intrado Comm's network.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

75. Please refer to Intrado witness Spence-Lenss' direct testimony, page 16, lines 8-10. Please explain how Intrado's port charges are "similar to the entrance facility and port charges imposed by AT&T on competitors for interconnection to AT&T's network."

Intrado Comm Response:

The charts below compare the charges proposed by Intrado Comm and those imposed by AT&T for interconnection to AT&T's network. The AT&T charges are based on the Florida pricing schedules included in the AT&T template agreement available on AT&T's website.

Because AT&T Florida's Dedicated Tandem Trunk Port Services are not shown, but relate to minutes of use, an exact comparison cannot be made. Even without the AT&T Dedicated Tandem Trunk Port Services prices available, AT&T charges are more costly than the Intrado Comm proposed monthly rates. Using just the pricing shown, purchasing from Intrado Comm with the higher NRC has a breakeven point by the seventh month when compared to AT&T's similar charges.

Intrado Comm Proposed Pricing

	Service	MRC	NRC
	Per DS0	$ 40	$250
	Per DS1	$127	$250
Intrado Comm. for two DS0s into one DS1		**$207**	**$750**

Intrado Comm for four DS0s in two DS1s*	**$414**	**$1,500**

*Based on the concept that the connectivity will be a pair of DS0s travelling in a DS1 trunk group to two different POIs, the costs are for four DS0s and two DS1s.

AT&T Pricing

Reference	Service	MRC	NRC
AT&T Florida, TPP6X*	Installation, Trunk Side Service – per DSO for 1st	0	$21.73
AT&T Florida, TPP6X*	Installation, Trunk Side Service – per DSO for 2nd	0	$8.19
AT&T Florida, TDWOP	Dedicated Tandem Trunk Port Service – per DS0	MOU**	MOU**
AT&T Florida, SATN1*	Channelization – DS1 to DS0 Channel System for 1st	$146.77	$101.42
AT&T Florida, SATN1*	Channelization – DS1 to DS0 Channel System for 2nd	$146.77	$71.62
AT&T Florida, TDW1P	Dedicated Tandem Trunk Port Service – per DS1	MOU**	MOU**
AT&T total for two DS0s into one DS1		**$146.77**	**$131.34**
AT&T total for four DS0s in two DS1s		**$293.54**	**$232.88**

The Monthly Recurring Charges for both the DS0 connection and for the channelization of DS1 to DS0 is lower for the second unit of each.

*USOC – Uniform Service Order Code

**"This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements."

Responsible Person:
Thomas Hicks, Director - Carrier Relations

76. Please refer to AT&T witness Pellerin's rebuttal testimony, page 8, lines 12-15. Because AT&T will utilize its own facilities to interconnect with Intrado, under what circumstances would Intrado charge AT&T for entrance facilities?

Intrado Comm Response:

AT&T cannot use its facilities for all aspects of its interconnection with Intrado Comm. The terminating ports at the Intrado Comm selective router are and remain Intrado Comm equipment for which Intrado Comm will charge non-recurring and monthly recurring charges.

Responsible Person:
Tom Hicks, Director, Carrier Relations

77. **If Intrado seeks "consistent interconnection terms across AT&T's 22-state operating territory, as Intrado witness Spence-Lenss testifies in the direct testimony on page 3, lines 18-21, please explain how utilizing the 13-state template achieves this consistency.**

Intrado Comm Response:

Intrado Comm has thoroughly reviewed the 13-state template and provided proposed changes, additions, and deletions to AT&T based on that review. The Parties also have spent a significant amount of time negotiating and revising the language contained in the 13-state template. The issue is not which template should be used – the 13-state template versus the 9-state template. The Parties needed to begin negotiations from a draft agreement. The draft could have been one provided by Intrado Comm or one provided by AT&T. Intrado Comm agreed to begin negotiations utilizing a draft that was developed by AT&T. The interconnection arrangements Intrado Comm seeks do not vary by geographic location. Thus, Intrado Comm seeks to use the contract provisions the Parties have already reviewed, revised, and finalized, and that will apply to the Parties' interconnection relationship in other states. Using the same agreement in multiple states minimizes potential disputes and disagreements between the Parties because there is only one set of terms and conditions governing the Parties' relationship throughout the nation. This is presumably why AT&T and other ILECs like to use their "template" interconnection agreements as the starting point for negotiations because it provides uniformity across the ILECs' entire operating territory.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

78. **Please refer to the rebuttal testimony of Intrado witness Carey F. Spence-Lenss, page 18, lines 6-8. Please explain the "general assertions" that were provided to Intrado with regards to unbundled network elements ("UNEs").**

Intrado Comm Response:

During the Parties' interconnection negotiations, AT&T has made "general assertions" that items such as UNEs, billing systems, and performance measures vary based on the state. Use of the term "general assertion" was intended to convey that AT&T has not provided specific

information to Intrado Comm as to why the provisions the Parties have reviewed, revised, and negotiated in Ohio cannot be used in Florida.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

79. Is Issue 33 resolved? If not, please identify the reason(s) the agreed-upon language in the 13-state template for Issue 33 is not appropriate for Florida.

Intrado Comm Response:

Intrado Comm requested language to be included in the UNE provisions of the interconnection agreement to ensure that AT&T would provide UNEs to Intrado Comm at parity to that which it provides to itself and other telecommunications carriers consistent with the FCC's rules. AT&T has agreed to incorporate this language into the Parties' Ohio agreement. Intrado Comm seeks to incorporate the same language into the Parties' Florida agreement, but AT&T has refused.

Responsible Person:
Tom Hicks, Director - Carrier Relations

80. For purposes of the following request, please refer to the direct testimony of Intrado witness Clugy, page 15, lines 3-15. Please identify the language agreed upon in Ohio concerning the interconnection agreement's audit procedures.

Intrado Comm Response:

In Ohio, the Parties have agreed to the following language. AT&T has offered no reason why these provisions cannot be used in the Parties' Florida interconnection agreement.

13.1 Subject to the restrictions set forth in Section 22 "Confidentiality" and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at

least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

13.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

13.1.2 Such audit shall be conducted by an independent auditor acceptable to both Parties. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

13.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of customers or End Users of Audited Party.

13.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

13.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 10.1 for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

13.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

13.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable

to both Parties, subject to the requirements set out in Section 13.1. Any additional audit shall be at the requesting Party's expense.

13.2 *Intentionally Omitted.*

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

81. For purposes of the following request, please refer to the direct testimony of Intrado witness Clugy, page 15, lines 3-15. Please identify the language agreed upon in Ohio concerning the interconnection agreement's audit procedures.

Intrado Comm Response:

Please see Intrado Comm's Response to Interrogatory # 80.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

82. What are the advantages and disadvantages to utilizing third-party auditors for handling interconnection billing disputes?

Intrado Comm Response:

There is no dispute between the Parties regarding the use of third-party auditors. AT&T has agreed that third-party auditors may be used.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

83. Does Intrado require that a third-party auditor have experience in auditing telecommunication matters prior to their retention?

Intrado Comm Response:

There is no dispute between the Parties regarding the use of third-party auditors. AT&T has agreed that third-party auditors may be used.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

84. Does Intrado employ any full-time nationally accredited auditors for handling interconnection billing disputes?

Intrado Comm Response:

Intrado Comm has not had a need to employ a third-party auditor for interconnection billing disputes as it has not yet experienced any such disputes.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Comm Regulatory and Government Affairs

85. If this Commission ultimately recommends that a third-party auditor, as opposed to in-house auditors, should be used, under what terms and conditions should the auditor be selected?

Intrado Comm Response:

There is no dispute between the Parties regarding the use of third-party auditors. AT&T has agreed that third-party auditors may be used.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Communications Regulatory and Governmental Affairs

86. a. Does the ICA language Intrado proposes requiring third-party auditors cover all types of audits?

b. If the response to (a) is negative, please identify for what types of audits a third-party auditor would be used.

Intrado Comm Response:

There is no dispute between the Parties regarding the use of third-party auditors. AT&T has agreed that third-party auditors may be used.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Communications Regulatory and Governmental Affairs

87. Does Intrado's proposed language provide for any limitation as to the frequency of audits that one party may request in the proposed ICA?

Intrado Comm Response:

The language negotiated by the Parties for use in Ohio (which AT&T refuses to use in Florida) restricts audits to one every twelve (12) months.

Responsible Person:
Cynthia Clugy, Consultant to Intrado Communications Regulatory and Governmental Affairs

88. **For purposes of the following request, please refer to the direct testimony of Intrado Communications witness Spence-Lenss, page 18, lines 16-20. Are properly disputed charges, where funds are placed into an interest-bearing escrow account prior to the bill's due date, still considered delinquent, and constitute grounds for disconnection? Please explain.**

Intrado Comm Response:

The Parties have resolved the "content" of the language associated with this issue. AT&T, however, has indicated it is unwilling to use the entire billing and payment section that the Parties have reviewed, negotiated, and revised. Intrado Comm sees no reason to negotiate new generic provisions like billing and payment when the Parties have already reached agreement on such provisions. AT&T has offered no reason why these provisions cannot be used in the Parties' Florida interconnection agreement.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

89. **For purposes of the following request, please refer to the direct testimony of Intrado witness Spence-Lenss, page 19, lines 10-14. By way of clarification, does the 10 (or 15) day business day cycle to remit payment begin with the date on the invoice, or the date Intrado informs AT&T of its dispute?**

Intrado Comm Response

The Parties have resolved the "content" of the language associated with this issue. AT&T, however, has indicated it is unwilling to use the entire billing and payment section that the Parties have reviewed, negotiated, and revised for use in Ohio. Intrado Comm sees no reason to negotiate new generic provisions like billing and payment when the Parties have already reached agreement on such provisions. AT&T has offered no reason why these provisions cannot be used in the Parties' Florida interconnection agreement.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

90. For purposes of the following request, please refer to the direct testimony of Intrado witness Spence-Lenss, page 20, lines 4-7. Please describe how the invoice payment process will be conducted when an automatic clearinghouse (ACH) is used.

Intrado Comm Response:

The Parties have resolved the "content" of the language associated with this issue. AT&T, however, has indicated it is unwilling to use the entire billing and payment section that the Parties have reviewed, negotiated, and revised. Intrado Comm sees no reason to negotiate new generic provisions like billing and payment when the Parties have already reached agreement on such provisions. AT&T has offered no reason why these provisions cannot be used in the Parties' Florida interconnection agreement.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

91. Please indicate Intrado's proposed language for the ACH process.

Intrado Comm Response:

The Parties have resolved the "content" of the language associated with this issue. AT&T, however, has indicated it is unwilling to use the entire billing and payment section that the Parties have reviewed, negotiated, and revised. Intrado Comm sees no reason to negotiate new generic provisions like billing and payment when the Parties have already reached agreement on such provisions. AT&T has offered no reason why these provisions cannot be used in the Parties' Florida interconnection agreement. Below is the language regarding ACH that Intrado Comm proposes to be used in the Parties' Florida agreement:

10.3 The Parties shall make all payments to the other Party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by that Party. Remittance information will be communicated together with the funds transfer via the ACH network. CLEC must use the CCD+ or the CTX transaction set. CLEC and AT&T will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by the other Party no later than the Bill Due Date of each bill or Late Payment Charges will apply. Neither Party is liable for any delays in receipt of funds or errors in entries caused by the other Party or Third Parties, including a Party's financial institution. Each Party is responsible for its own banking fees.

10.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. Each Party is responsible for any Late Payment Charges resulting from the Party's failure to use electronic funds credit transfers through the ACH network.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

92. Where does Intrado intend to locate its selective routers and POIs for 911 traffic serving Florida PSAPs? Please list by county and identify the street address(es).

Intrado Comm Response:

Intrado Comm has not yet determined where Intrado Comm will place its selective router(s) or POIs for 911/E911 traffic serving Florida PSAPs. In part, this decision will be based on where Intrado Comm's PSAP customers are located, however there will be at least two in Florida.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

93. Please refer to Intrado witness Hicks' rebuttal testimony on page 18, lines 7-9. On what basis (e.g., the Telecommunications Act of 1996, FCC rules, etc.) is Intrado "requiring a minimum of two, geographically diverse POIs when Intrado Comm is the designated E911 service provider?"

Intrado Comm Response:

With regard to 911 services, the establishment of geographically diverse routes for the delivery of 911 traffic is good business sense. The critical nature of 911 communications demands diversity and redundancy. The interconnection of competing 911 networks should include a minimum of two points of interconnection to assure a robust and fault tolerant 911 infrastructure. In addition, geographically diverse routes for 911 traffic are consistent with industry guidelines and recommendations. Implementation of Intrado Comm's proposal would ensure that 911 calls are diversely routed, which is consistent with the FCC's recommendations (*Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, 9 FCC Rcd 6170, ¶ 3, n.6 (1994) ("the American public depends on 911 services in its emergencies" and that reliability in the 911 network results from the deployment of diverse routing of interoffice facilities, multiple 911 tandem switch architectures, and diverse links for ALI database access)). In fact, the FCC recognizing the importance of redundancy, is reviewing whether VoIP service providers should deploy redundant trunks to each selective router or require multiple selective routers that can route calls to each PSAP or both (*VoIP E911 Order*, 20 FCC Rcd 10245, ¶ 59 (2005)).

Responsible Person:
Thomas Hicks, Director - Carrier Relations

94. Please refer to Intrado witness Hicks' rebuttal testimony beginning on page 18, line 20 and continuing through page 19, line 2 for the following questions.

a. What is the basis for Intrado's belief that "it appears that only Brevard County is served by dual tandems . . ."?

b. Please explain why dual tandems "would be conducive to establishing multiple POIs for the exchange of E911 services traffic."

c. Please explain what is the "speculation" on Intrado Communications' part, e.g., that only Brevard County is served by dual tandems or that because of the dual tandems Brevard County's selective router would be conducive to establishing multiple POIs.

Intrado Comm Response:

a. Of the ten selective routers AT&T maintains in Florida, it appears that only Brevard County is served by dual tandems and therefore would be conducive to establishing multiple POIs for the exchange of 911/E911 service traffic. However, this is only speculation on the part of Intrado Comm. A search of the AT&T Internet site on NPA-NXX & E911 Tandem Information reveals that, for the Brevard County NPA-NXX of 321-264 in Titusville, the following two E911 Tandem CLLI codes exist: ORLDFLMADS1 and DYBHFLMADS0. No other Florida AT&T county identified two E911 Tandems. Source is at https://apps.wholesale.att.com/npanxx/rep_npanxx.jsp. Enter 321-264.

b. Interconnections could be made to each of the dual tandems versus having just one E911 tandem in a serving area. With each E911 tandem having a connection to Intrado Comm, there would be "multiple POIs."

c. The AT&T web site data that indicates that Brevard County is the only county served by dual tandems. Intrado Comm did not enter all of the NPA-NXX numbers in that county to determine if all of Brevard County is served by both selective routers. Thus, without that determination, it is speculation that all PSAPs in Brevard County are served by both. If not all PSAPs in Brevard County are served by both selective routers, then it would not be conducive to establish dual (*i.e.*, multiple) POIs.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

95. Please refer to AT&T witness Neinast's rebuttal testimony on page 8, lines 16-23 for the following questions.

a. Is witness Neinast correct when he asserts that "[W]hen ILECs interconnect with each other, they are not in competition with each other"? Please explain why or why not.

b. Is witness Neinast correct when he asserts that "traffic is typically 'in balance' between each [ILEC] carrier"? Please explain why or why not.

c. Is witness Neinast correct when he asserts that Intrado "does not have an Exchange Area Boundary"? Please explain why or why not.

d. Is witness Neinast correct when he asserts that "if Intrado becomes the 911 provider, there will be one-way traffic from AT&T Florida to Intrado, which is not a balance of traffic"? Please explain why or why not.

e. If the response to 4(d) is yes, please explain the implications of there being only one-way (i.e., unbalanced traffic) between AT&T and Intrado.

Intrado Comm Response:

a. Yes, Mr. Neinast is correct when he states that when adjacent ILECs interconnect at a meet point they are not in competition with each other. The type of interconnection he discusses is a connection to facilitate the exchange of traffic between adjacent territories. It is not uncommon for one ILEC needing to traverse the expanse of another ILEC's territory to connect geographically diverse central offices. Therefore, meet point arrangements on the border of the franchise service territory are generally mutually beneficial interconnection points for exchange of subscriber traffic or transiting of traffic to distant central offices that are separated by another ILEC franchise area. The bargaining power is relatively equal. This is not the situation that applies to Intrado Comm, however, as Intrado Comm will be actively competing for AT&T's customers within AT&T's service territory.

b. Intrado Comm cannot attest to the balance of traffic between adjacent ILECs using a meet point interconnection arrangement. Conceptually, however, the traffic could be balanced if both ILECs' local exchange customers were generating same number of incoming and outgoing calls.

c. Unlike ILECs that have restricted their service offerings to specific geographic areas of Florida, a competitor like Intrado Comm has the authority to serve throughout the entire state of Florida. Intrado Comm therefore does not have traditional Exchange Area Boundaries similar to the ones utilized by ILECs.

d. No. The interconnection arrangements Intrado Comm seeks from AT&T are for the mutual exchange of traffic. AT&T fails to acknowledge its control over access to the majority of end users connected to the public switched telephone network ("PSTN"). Intrado Comm must interconnect with the PSTN in order for its customers (PSAPs) to receive calls from AT&T's end users. The Commission's records reflect that AT&T has a significant share of the Florida local exchange service market – both PSAP customers and 911 callers. No competitor, whether a provider of 911 services to PSAPs or 911 access to callers can provide competitive local exchange services without mutually beneficial interconnection to the PSTN. The one-way nature of 911 calls does not change the fact that they are local exchange service. While 911

service is generally provided over one-way trunks, it enables two-way communication between the caller and called end users, the service is also capable of originating a call in a conferencing capacity. For example, once a 911 call is delivered over the one-way trunks to the PSAP, the PSAP may then "hookflash" to obtain dial tone to originate a bridged call to a third party. Further, although these trunks are engineered as one-way they are capable of supporting two-way voice communications. The "mutual exchange" of traffic need not actually occur over the same trunks, and may be properly reflected by traffic flows of originating and terminating traffic between the various trunking configurations established between the interconnected parties. The FCC has found that facsimile communications are telephone exchange services even though fax services are predominantly one-way (*Advanced Services Order*, 15 FCC Rcd 385, ¶ 21 (1999)). In addition, Intrado Comm and AT&T will be transferring 911/E911 service calls between their networks. They will exchange traffic for purposes of completing 911 calls to 911 service customers (PSAPs). The interconnection arrangements at issue are to enable Intrado Comm's entry to compete with AT&T in its provision of local exchange service to PSAPs.

e. Not applicable.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

96. Please refer to AT&T witness Neinast's rebuttal testimony on page 9, line 2. In this partial sentence, witness Neinast asserts that "AT&T Florida should not be obligated to treat Intrado as an ILEC." Is Intrado asking to be treated as an ILEC when providing 911 service to PSAPs? Please explain why or why not.

Intrado Comm Response:

No, Intrado Comm is not asking to be treated as an ILEC. Rather, Intrado Comm is asking AT&T to treat Intrado Comm as a co-carrier and provide Intrado Comm with similar interconnection arrangements as those used within AT&T's network and that AT&T provides to other 911/E911 service providers in Florida today. As a competitor, the federal Communications Act entitles Intrado Comm to interconnection "that is at least equal in quality to that provided by the [ILEC] to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection" (47 U.S.C. § 251(c)(2)(C)). Intrado Comm's proposed interconnection arrangement is consistent with the FCC's finding that the "cost-allocation point" for the exchange of 911/E911 traffic should be at the selective router (*Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, Request of King County*, 17 FCC Rcd 14789, ¶ 1 (2002). When AT&T is not the 911/E911 service provider for a PSAP, AT&T takes its originating end users' 911 calls to a meet point established with an adjacent carrier or all the way to the adjacent carrier's selective router. Similar to the interconnection arrangement proposed by Intrado Comm, AT&T establishes a trunk group from its end office switch to the adjacent carrier's selective router, and 911 calls made by AT&T's end users to the PSAP served by the adjacent carrier are terminated at the adjacent carrier's selective router. Similarly, when AT&T is the designated 911/E911 service provider, it requires all

carriers serving end users in that geographic area to bring their end users' 911 calls to the AT&T selective router serving the PSAP to which the 911 call is destined. The type of interconnection Intrado Comm seeks from AT&T is to treat AT&T with parity in the manner in which ILECs have treated CLECs, which AT&T requires to terminate 911/E911 service calls on its network when it is the designated 911/E911 service provider. AT&T has not demonstrated why the interconnection arrangements it imposes when AT&T is the designated 911/E911 service provider are not equally applicable when Intrado Comm is the designated 911/E911 service provider.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

97. Please refer to AT&T witness Neinast's rebuttal testimony on page 9, lines 14-15. Is witness Neinast correct when he asserts that "Intrado is a CLEC and must interconnect with AT&T Florida following the rules of Section 251(c)"? Please explain why or why not, and address in the explanation what effect, if any, do the rules implementing Section 251(c) have on the provision of 911 service to PSAPs.

Intrado Comm Response:

For non-911 traffic, Intrado Comm agrees that a requesting carrier must select a POI on the ILEC's network pursuant to Section 251(c) and the FCC's implementing rules. For 911 traffic, however, Intrado Comm seeks to implement physical connectivity between its network and AT&T's network that is similar to what AT&T has implemented with other 911/E911 providers in Florida. To eliminate barriers to entry, the FCC, in its rules to implement the Act, gave competing carriers the option to select the most efficient points at which to exchange traffic with the ILEC (*Local Competition Order* ¶ 209). The FCC found that Section 251(c)(2) gave competitors "the right" to interconnect on the ILEC's network rather than obligating competitors to transport traffic to less convenient or efficient points. Section 251(c)(2)'s requirement that the POI be on the ILEC's network was established for the benefit of the competitor, not the ILEC. While the Act *permits* a competitor to choose where it will deliver its traffic, "carriers do not always deliver originating traffic and receive terminating traffic at the same place" (*Virginia Arbitration Order*, 17 FCC Rcd 27039, ¶ 71 (2002)). ILECs have historically delivered 911/E911 service traffic to the network of the entity serving the PSAP or required competitors to bring 911/E911 service traffic to the ILEC's network. For example, in today's environment, when AT&T is not the 911/E911 service provider for a PSAP, AT&T takes its originating end users' 911 calls to a meet point established with an adjacent carrier or all the way to the adjacent carrier's selective router. Similar to the interconnection arrangement proposed by Intrado Comm, AT&T establishes a trunk group from its end office switch to the adjacent carrier's selective router, and 911 calls made by AT&T's end users to the PSAP served by the adjacent carrier are terminated at the adjacent carrier's selective router. The Act entitles Intrado Comm to interconnection "that is at least equal in quality to that provided by the [ILEC] to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection" (47 U.S.C. § 251(c)(2)(C)). Thus, Intrado Comm will interconnect on the ILECs network to exchange non-

911 traffic and will abide by the ILECs' long-standing additional contract requirement that CLECs bring 911 calls to AT&T's 911 tandem or selective router. AT&T also makes CLECs go beyond the POI when traffic volumes at a tandem reach a certain threshold (*see, e.g.*, AT&T ITR Appendix 5.6 ("A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service")).

Specifically, when AT&T is the designated 911/E911 service provider, it requires all carriers serving end users in that geographic area to bring their end users' 911 calls to the AT&T selective router serving the PSAP to which the 911 call is destined. This is in addition to the single point of interconnection a CLEC has designated on the ILEC's network for the exchange of all other local traffic. The ILEC demands that dedicated trunks be deployed to the ILEC's selective routers for termination of CLEC customer 911 calls. The type of interconnection Intrado Comm seeks from AT&T is to treat AT&T in the same manner as it treats itself and competitors when it provides 911 services PSAPs. Intrado Comm expects AT&T to terminate 911/E911 service calls on Intrado Comm's network when it is the designated 911/E911 service provider. AT&T expects CLECs to go beyond the POI to complete 911 calls to AT&T's 911 service customer and AT&T directly connects or establishes a meet point with ILECs. The physical architecture arrangements Intrado Comm seeks in this proceeding are critical to issues of reliability, redundancy, and eliminating points of failure for 911/E911 services. Thus, interconnection for the purposes of providing competitive 911/E911 services must look beyond the traditional interconnection arrangements used for plain old telephone service ("POTS") and seek to establish physical architecture arrangements that specifically address the special needs of 911 callers and first responders. ILEC interconnection arrangements with other CLECs and adjacent non-competing ILECs for the exchange of 911 calls reflect what is technically feasible today and has been deployed by the ILECs as the preferred method for exchanging and completing 911 calls to PSAPs. Under Section 251 of the Act, this is the minimum standard of interconnection that should be available to a competitive provider of 911 services to PSAPs.

Responsible Person:
Carey Spence-Lenss, Vice President of Regulatory and Government Affairs

98. Please refer to AT&T witness Neinast's rebuttal testimony on page 9, beginning at line 10 and continuing through page 10, line 1, for the following questions.

a. Is witness Neinast correct when he asserts (lines 10-12) that "Intrado wants to mirror the type of interconnection used with other ILECs"? Please explain why or why not.

b. Is witness Neinast correct when he asserts (lines 16-18) that "Intrado wants to be treated as a CLEC in some instances, and as though it were an ILEC in others"? Please explain why or why not.

c. Is witness Neinast correct when he asserts (lines 19-20) that "Intrado must stay within the system designed for CLEC interconnection"? Please explain why or why not.

d. Is witness Neinast correct when he asserts (line 20 continuing to line 1) that through Intrado's interconnection proposal, "Intrado seeks to shift its costs to AT&T Florida in an attempt to create a competitive edge for Intrado's 911 service"? Please explain why or why not.

Intrado Comm Response:

a. Intrado Comm seeks interconnection that is "equal in quality" to that AT&T provides to itself and other 911/E911 service providers.

b. Please see Intrado Comm's Response to Interrogatory #96.

c. Please see Intrado Comm's Response to Interrogatory #97.

d. No, Intrado Comm does not seek to shift costs to AT&T to create a competitive edge for Intrado Comm's 911/E911 service. AT&T seems to be basing its position on statements made in the proceeding to address Intrado Comm's Petition for Declaratory Ruling. Intrado Comm's Petition for Declaratory Ruling, however, was intended to ensure that ILECs like AT&T cannot continue to charge PSAPs for services that PSAPs no longer purchase from the ILEC when Intrado Comm is the 911/E911 service provider. Intrado Comm cannot compete by "shifting costs" to existing providers. Contrary to AT&T's assertions that it will be cheated of legitimate charges by Intrado Comm's interconnection proposals, it is AT&T that is inappropriately imposing charges for certain activities related to local exchange provisioning. AT&T claims it should be able to charge Intrado Comm served PSAPs the AT&T tariffed rates for selective routing. This would allow AT&T to recover the costs associated with call sorting from PSAPs instead of attributing those costs as overhead. The end result of charging PSAPs would be that AT&T would be able to defray some expenses associated with the provisioning of local exchange service and the associated access to 911 services to PSAPs while AT&T's competitors have no recourse but to treat those costs as the cost of doing business or pass them onto end users. Further, allowing AT&T to charge a PSAP for selective routing when AT&T is no longer that PSAP's selective routing provider would violate Section 364.604(2), Florida Statues, which states that "[a] customer shall not be liable for any charges for telecommunications or information services that the customer did not order or that were not provided to the customer." Also see Intrado Comm's Response to Interrogatory # 69 and Interrogatory # 71.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

99. Please refer to AT&T witness Neinast's rebuttal testimony on page 10, lines 7-11, for the following questions.

a. Is witness Neinast correct when he asserts that it is the "CLEC's obligation *to supply the facilities and equipment necessary to reach the ILEC's* network"? Please explain why or why not.

b. Is witness Neinast correct when he asserts that "Intrado seeks to turn that principle on its head, forcing AT&T Florida to provide all the facilities and equipment necessary to reach Intrado's network"? Please explain why or why not.

Intrado Comm Response:

Each carrier should bear the cost of delivering traffic originating on its network to the POI. The POI is the demarcation point between the Parties' networks and determines the point at which each Party's operational and financial responsibility for its network ends. Each Party should bear the cost of delivering its originating traffic to the point of interconnection (*Virginia Arbitration Order* ¶¶ 52-53). The Commission has also determined that each Party has responsibility on its side of the POI (Docket No. 000731-TP, *Petition by AT&T Communications of the Southern States, Inc. d/b/a AT&T for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252*, Order No. PSC-01-1402-FOF-TP, Final Order on Arbitration at 46 (June 28, 2001) (finding that each party assumes financial responsibility for bringing its traffic to the designated interconnection point); Docket No. 000075-TP, *Investigation into Appropriate Methods To Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecommunications Act of 1996*, Order No. PSC-02-1248-FOF-TP, Order on Reciprocal Compensation at 26 (Sept. 10, 2002) ("[W]e find that an originating carrier is precluded by FCC rules from charging a terminating carrier for the cost of transport, or for the facilities used to transport the originating carrier's traffic, from its source to the point(s) of interconnection. . . .")). In addition, Intrado Comm understands AT&T requires CLECs to bear the costs associated with interconnection beyond the POI for termination of 911 calls at the AT&T selective router and for direct end-office trunks required to be deployed beyond the POI when CLEC traffic to the tandem (POI) reaches a certain threshold (*see, e.g.*, AT&T ITR Appendix 5.6 ("A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service")).

Responsible Person:
Thomas Hicks, Director - Carrier Relations

100. Please refer to AT&T witness Neinast's rebuttal testimony on page 11, lines 2-6. Is witness Neinast correct when he asserts that, under Intrado's proposed language, "AT&T is responsible for 50% of Intrado's facility cost and '*will not bill the other Party for any portion of those facilities*,' [italics in original] - even if Intrado uses

90% of the facilities for traffic and AT&T Florida uses only 10%"? Please explain why or why not.

Intrado Comm Response:

Intrado Comm's proposed language is consistent with the FCC's rules. The FCC has determined that both the ILEC and the new entrant "gains value" from the use of a meet point to exchange traffic and thus each Party to the arrangement should bear its portion of the economic costs of the arrangement (*Local Competition Order* ¶ 553). The FCC determined that it is reasonable to require each party to bear a reasonable portion of the economic costs of the meet point arrangement. Intrado Comm's language assumes that the meet point would be located halfway between the Parties' networks. The FCC has determined that it is reasonable for Parties to split the costs of meet point construction between the interconnecting parties equally (*Virginia Arbitration Order* ¶ 133). When each party bears half the construction costs of the meet point facilities, Intrado Comm has an incentive to choose a facility that is not prohibitively expensive (*Virginia Arbitration Order* ¶ 124 (noting AT&T's proposal as later adopted by the FCC)). Intrado Comm understands that AT&T establishes meet point arrangements with ILECs for the exchange of 911 traffic under which no compensation is exchanged for the arrangement.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

101. Please refer to AT&T witness Neinast's rebuttal testimony on page 11, lines 8-16. Is witness Neinast correct when he asserts that "subsequent orders from the FCC treat the entire facility [mid-span meet point] as an entrance facility that the CLEC controls and is not impaired from ordering from third parties"? If correct, please explain the impact on Intrado's offering and provision of 911 service to PSAPs. If incorrect, please explain why it is not correct.

Intrado Comm Response:

Mr. Neinast's statements regarding "impairment" are not relevant to Intrado Comm's right to request a meet point and each Party's obligation to build to the meet point. When Intrado Comm requests the use of meet point, it is Intrado Comm's responsibility to get to the meet point. This may be accomplished by Intrado Comm building out facilities, Intrado Comm obtaining the necessary facilities from AT&T, or Intrado Comm obtaining the necessary facilities from a third party. The FCC order quoted by Mr. Neinast has nothing to do with Intrado Comm's right to request a meet point interconnection arrangement or the FCC's statements that each Party bears a reasonable portion of the economic costs of the meet point arrangement. Rather, that order addresses whether competitors may obtain certain ILEC network elements on an unbundled basis.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

102. Please refer to AT&T witness Neinast's rebuttal testimony on page 12, lines 13-18 for the following questions.

a. Is witness Neinast correct when he asserts that "AT&T Florida's end users will be required to rely on Intrado's ability to properly route 911 traffic to the correct PSAP"? Please explain why or why not.

b. Is witness Neinast correct when he asserts that "[T]here is an extremely large *investment by all carriers* [italics in original] that have established 911 trunks to the AT&T Florida Selective Router using diverse facilities"? Please explain why or why not.

Intrado Comm Response:

a. Yes, when Intrado Comm is the 911/E911 service provider, Intrado Comm will be responsible for taking AT&T's end users' 911 calls from the Intrado Comm selective router to the appropriate PSAP. AT&T, however, has the responsibility as the entity serving the end user making the 911 call to ensure that its end users' 911 calls are delivered to the relevant selective router serving the appropriate PSAP for that end user.

b. AT&T's concerns are misplaced. This arbitration proceeding is between AT&T and Intrado Comm and deals with how the Parties will exchange 911/E911 service traffic between their networks when either AT&T is the designated 911/E911 service provider or Intrado Comm is the designated 911/E911 service provider. The POI established between AT&T and Intrado Comm for the mutual exchange of 911/E911 service traffic does not affect any other carriers that have established 911 trunks to AT&T's selective routers.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

103. Please refer to AT&T witness Neinast's rebuttal testimony on page 12, lines 20-23, for the following questions.

a. Is witness Neinast correct when he asserts that "[T]o allow Intrado to place its single POI in any other place [other than AT&T's selective router] will require *all carriers* [italics in original] to establish new diverse facilities at some arbitrary location of Intrado's choosing"? Please explain why or why not.

b. If the response to 12(a) is yes, does Intrado expect the other carriers (other than Intrado and AT&T) to bear the cost to connect to the Intrado's "single POI"? Please explain your answer.

c. Is witness Neinast correct when he asserts that allowing Intrado to place its single POI at a location other than AT&T's selective router, "is . . . an unsound business decision for *all carriers* [italics in original]"? Please explain why or why not.

d. Is witness Neinast correct when he asserts that allowing Intrado to place its single POI at a location other than AT&T's selective router "has the potential for a major FCC Reportable Service Disruption"? Please explain why or why not.

Intrado Comm Response:

a. When AT&T is the designated 911/E911 service provider, the AT&T selective router is the proper designation for the POI for the exchange of 911 traffic. As a competitor, however, Intrado Comm has the right to designate that POI, not AT&T. AT&T's concerns are misplaced. This arbitration proceeding is between AT&T and Intrado Comm and deals with how the Parties will exchange 911/E911 service traffic between their networks when either AT&T is the designated 911/E911 service provider or Intrado Comm is the designated 911/E911 service provider. The POI established between AT&T and Intrado Comm for the mutual exchange of 911/E911 service traffic between AT&T and Intrado Comm does not affect how other carriers may interconnect with Intrado Comm.

b. Assuming this question is asked in the context of Mr. Neinast's erroneous assertion that all carriers currently interconnecting to AT&T's 911 tandems must now interconnect to the same POI chosen by Intrado Comm on the AT&T network, Intrado Comm's answer is no. Mr. Neinast's assertion is also incorrect as it is predicated on the false premise that all carriers must interconnect at the same POI for 911 traffic.

c. Mr. Neinast is mistaken when he claims that all carriers must migrate to a POI chosen by Intrado Comm for interconnection to the AT&T selective router. This is not necessary; therefore it cannot harm all carriers. The POI established between AT&T and Intrado Comm for the mutual exchange of 911/E911 service traffic between AT&T and Intrado Comm does not affect how other carriers may interconnect with Intrado Comm.

d. Mr. Neinast's assertion regarding potential FCC outages should Intrado Comm dictate a POI other than the AT&T selective router is irrelevant. The 911 outage reporting requirements apply to all carriers, not just AT&T as the 911/E911 service provider. Many carriers must interconnect to the 911 network and thus there is a larger burden upon the 911/E911 service provider to assure the network integrity of the 911 call routing elements. That is why Intrado Comm has requested multiple POIs for interconnection to the Intrado Comm 911/E911 network. AT&T's network design of many single and unconnected 911 selective routers creates a potential for FCC outage reporting and has little to do with whether the POI is at the selective router itself or another designated location and then transported by AT&T to the selective router.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

104. Please refer to AT&T witness Neinast's rebuttal testimony on page 13, lines 11-13. Does Intrado agree with witness Neinast's assertion that the FCC has determined that the selective router is the "proper demarcation point" for 911 traffic? Please explain why or why not.

Intrado Comm Response:

Mr. Neinast is relying heavily on the FCC's decision in the wireless E911 docket 94-102, also known as the King County decision, to designate the E911 selective router as the demarcation point for cost recovery for the deployment of wireless E911. The context of this ruling was for use in determining whether the PSAP or the wireless carrier was responsible for costs associated with getting wireless 911 calls to the appropriate 911 selective router serving the PSAP pre-designated to receive the wireless 911 call. When AT&T is the designated 911/E911 service provider, the AT&T selective router is the proper designation for the POI for the exchange of 911/E911 service traffic. The reverse is true when Intrado Comm is the designated 911/E911 service provider – the Intrado Comm selective router is the proper designation for the POI for the exchange of 911/E911 service traffic. Intrado Comm, however, cannot agree to language in the interconnection agreement that would undermine its right as the competitor to designate the location of the POI when AT&T is the 911/E911 service provider.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

105. Please refer to AT&T witness Neinast's rebuttal testimony on page 14, lines 6-16 for the following questions.

a. Please explain why Intrado disagrees with AT&T's proposal of a 120-day written notice period.

b. Please explain why Intrado believes its 30-day written notice period is appropriate.

c. Is witness Neinast correct when he asserts AT&T's proposed 120-day written notice period is necessary to avoid a service outage? Please explain why or why not.

d. Does Intrado believe that a 30-day written notice period could result in service outages? Please explain why or why not.

e. Please explain why Intrado proposes to include the words "additional" before Interconnection (line 10) and "arrangements or rearrangement of existing interconnections" after Interconnection (line 10).

Intrado Comm Response:

a. There should not be any situation in which more than 30 days is required in order to establish additional interconnection arrangements or rearrangements of *existing* interconnections. In a world where timely response to customer requests is important, having any period longer than 30 days for notice of intention to make a change is poor business. In addition, it is unclear whether AT&T's proposed language applies to the Parties' initial interconnection arrangements. It is unreasonable for Intrado Comm to wait 120 days after the agreement is signed before the Parties interconnect their networks.

b. Please see Intrado Comm's Response to Interrogatory #105(a).

c. Only AT&T knows what is necessary to avoid an AT&T service outage, so Intrado Comm can only state what responsible local exchange carriers typically do for proper network management. First, each LEC has a network forecasting department (or group) that looks at trends and pre-plans for expansion and needs. As part of that, forecasting should be aware of new service requests that will come about as a result of the current negotiations. Therefore, equipment with long lead times should be in the procurement process well in advance of the need. Second, network planning should always plan a safety factor to cover unexpected demand up to a certain percentage, say ten percent (10%). Intrado Comm's demand for connectivity will likely be well below this percentage. Third, there will not be a service outage if AT&T is unable to perform and provide the service connectivity within 30 days. Rather, the new interconnection arrangement sought by Intrado Comm (and likely required by public safety) would be delayed in its implementation. Thus, the 120-day requirement is unfounded.

d. Should AT&T be unable to respond to a 30-day written notice, the new interconnection arrangement sought by Intrado Comm (and likely required by public safety) would be delayed in its implementation. A service outage would only result if AT&T decided to terminate service unilaterally without ensuring the appropriate interconnection arrangements were in place.

e. It is unclear whether AT&T's originally proposed language applies to the Parties' initial interconnection arrangements. It is unreasonable for Intrado Comm to wait 120 days for the Parties' to implement the initial interconnection of their networks. Intrado Comm therefore added the term "additional" to clarify that the waiting period did not apply to the initial interconnection of the Parties' networks.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

106. Please refer to AT&T witness Neinast's rebuttal testimony on page 15, lines 10-22 for the following questions.

a. Please define "ALI Interoperability."

b. Is witness Neinast correct when he asserts that "ALI *Interoperability*" is an "undefined, vague and ambiguous term"? Please explain why or why not.

c. Is witness Neinast correct when he asserts that "ALI interoperability" "is not *defined anywhere in the ICA or on the NENA website*"? Please explain why or why not.

d. Is witness Neinast correct when he asserts that the "default definition standard" is the ICA or the NENA website? Please explain why or why not.

Intrado Comm Response:

a. Automatic Location Identification (ALI) is an E911 feature that provides the subscriber or address or both associated with the calling party's telephone number (identified by the Automatic Number Identification [ANI]) to the PSAP for display. ALI interoperability involves the interconnection of two or more ALI systems for the purpose of automatically querying an interconnected ALI system in the event a caller's ALI record is not found in the ALI system that serves the PSAP. Such applications are warranted where end offices have subscribers served by more than one ALI system. The diagrams provided in Attachment 36 to Staff 3rd POD provide further information on ALI interoperability.

b. No, Mr. Neinast is not correct. AT&T has already deployed ALI interoperability arrangements in Texas between itself and another ALI service provider. In those areas where AT&T and other competitive 911/E911 service providers have deployed such arrangements, the alternative ALI provider's system is automatically queried if an ALI record is not found in the AT&T ALI system when an AT&T-served PSAP receives a call. Intrado Comm further believes similar ALI interoperability is being provided by AT&T in California where AT&T and Verizon retain their own service records on their own respective ALI systems. AT&T has defined ALI interoperability by its own actions.

c. While perhaps undefined in the interconnection agreement, Intrado Comm's expectations for interoperability have been openly shared with AT&T during negotiations and Intrado Comm is willing to negotiate specific language to support the interoperability sought by Intrado Comm. AT&T has never indicated during the Parties' negotiations that it needed further information on Intrado Comm's request for "ALI interoperability" and has never requested a formal definition be included in the interconnection agreement.

d. NENA maintains a Master Glossary of 911 Terminology of many 911 terms on its website at http://www.nena.org/pages/ContentList.asp?CTID=68, but does not include of all terms used within the public safety industry. However, AT&T's ALI system is fully capable of

ALI system interoperability as demonstrated by its ALI system interoperability with Texas and California ALI systems, as well as to multiple Mobile Positioning Center and VoIP Positioning Center ALI systems.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

107. Please refer to AT&T witness Neinast's rebuttal testimony on page 16, lines 12-18. Is witness Neinast correct when he asserts that in Appendix 911, Section 3.4.5., Intrado Communications' proposed language implies that "AT&T Florida is to 'collaboratively work' with Intrado Communications to help Intrado Communications maintain the 911 steering tables in Intrado Communications' 911 system"? Please explain why or why not.

Intrado Comm Response:

This clause was intended to reflect the existing ALI system-to-ALI system arrangements currently employed and supported by AT&T in Texas and California used in those instances when an ALI record is not found in the AT&T ALI system during a 911 call. Mr. Neinast seemingly is unaware of this interoperable arrangement, and mistakenly perceives this section as imposing table maintenance requirements upon AT&T within Intrado Communications' system. However, given the confusion generated by the manner in which this issue is written and the limited value of such interoperability, Intrado Comm agrees to remove Section 3.4.5 and hereby considers this contract provision closed.

Responsible Person:
Thomas Hicks, Director - Carrier Relations

Respectfully submitted this 30th day of June, 2008.

INTRADO COMMUNICATIONS INC.

Craig W. Donaldson
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Its Attorneys

EXHIBIT NO. 4

DOCKET NO.: 070736-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: Composite of Responses to Staff's Request for Production of Documents from Intrado

a.	Item Nos. 1-3 of Intrado's Responses to Staff's First Request for Production of Documents	001
b.	Item Nos. 4-18 of Intrado's Responses to Staff's Second Request for Production of Documents	345
c.	Item Nos. 19-36 of Intrado's Responses to Staff's Third Request for Production of Documents	582

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 4
COMPANY FPSC Staff
WITNESS Stip-4
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # STIP-4

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 356.16, 364.161, and 364.162, F.S., and Rule 280106.201, F.A.C.	Docket No. 070736-TP

INTRADO COMMUNICATIONS INC.'S RESPONSES TO FPSC STAFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (Nos. 1-3)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's Request for Production of Documents (Nos. 1-3) as follows:

REQUEST FOR PRODUCTION OF DOCUMENTS

1. **Please provide any contractual agreements currently in effect between AT&T and any Intrado entity for the provision of any telecommunications services in the state of Florida.**

Intrado Comm Response:

There are no contractual agreements for the provision of telecommunications services between AT&T and any Intrado entity in the state of Florida. Intrado Inc., Intrado Comm's parent, has commercial agreements with various AT&T entities. For example, Intrado Inc. has an agreement with AT&T to arrange access to the public switched telephone network for VoIP service providers. Intrado Inc. serves as a non-regulated middleman enabling relationships between interconnected VoIP service providers and the regulated telecommunications service provider AT&T to gain access to AT&T's 911 services to PSAPs. Intrado Comm is not a party to any agreements between AT&T and Intrado Inc. The agreements between Intrado Inc. and AT&T do not pertain to the 911 services to PSAPs for which Intrado Comm requires interconnection from AT&T pursuant to Section 251(c).

2. **Please provide all documents that support your response to Interrogatory No. 30(a).**

Intrado Comm Response:

None.

3. **Please provide all documents that support your response to Interrogatory No. 30(a).**

Intrado Comm Response:

Intrado Comm and its affiliates have two interconnection agreements, and given the volume of paper involved, only one of the two is attached for illustrative purposes. The language in the two is virtually the same. If the Staff would like the second agreement please let us know.

Respectfully submitted this 30th day of May, 2008.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.

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Senior Vice President - Regulatory Affairs

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Its Attorneys

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996

by and among

Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company,
Nevada Bell Telephone Company,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company,
The Southern New England Telephone Company,
Southwestern Bell Telephone Company,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin

and

SCC COMMUNICATIONS CORP.

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 **(the Agreement)**, is dated as of _____, 2001 by and among SBC Communications Inc. (SBC)-owned ILECs **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each state listed below), and, SCC Communications Corp., 6285 Lookout Road, Boulder, Colorado 80301 (SCC), (a Delaware corporation), shall apply to the state(s) of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 specifically set forth herein;

WHEREAS, for purposes of this Agreement, SCC intends to operate where **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** are the incumbent Local Exchange Carrier(s) and SCC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain Telephone Exchange Services in any of the states listed above by the appropriate Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda, which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

[1] Capitalized Terms used in this Agreement shall have the respective meanings specified below in, Section 1.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 GENERAL DEFINITIONS

1.1.1 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

1.1.2 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

1.1.3 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates. The Parties agree that neither Party will pay Access Compensation to the other under this Agreement.

1.1.4 **"Access Service Request"** (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

1.1.5 **"Advanced Services"** means high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality voice, data graphics or video communications using any technology.

1.1.6 **"Affiliate"** is As Defined in the Act.

1.1.7 **"Alternate Billing Service (ABS)"** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

1.1.8 **AM-IL** - As used herein, **AM-IL** means the applicable above listed ILEC(s) doing business in Illinois.

1.1.9 **AM-IN** - As used herein, **AM-IN** means the applicable above listed ILEC(s) doing business in Indiana.

1.1.10 **AM-MI** - As used herein, **AM-MI** means the applicable above listed ILEC(s) doing business in Michigan.

1.1.11 **AM-OH** - As used herein, **AM-OH** means the applicable above listed ILEC(s) doing business in Ohio.

1.1.12 **AM-WI** - As used herein, **AM-WI** means the applicable above listed ILEC(s) doing business in Wisconsin.

1.1.13 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

1.1.14 **"As Defined in the Act"** means as specifically defined by the Act.

1.1.15 **"As Described in the Act"** means as described in or required by the Act.

1.1.16 **"Automated Message Accounting"** (AMA) is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

1.1.17 **"Billed Number Screening (BNS)"** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

1.1.18 **"Bona Fide Request" (BFR)** is the process described in the applicable Appendix UNE.

1.1.19 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable SBC ILEC does not provision new retail services and products.

1.1.20 **"Busy Line Verification" (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.

1.1.21 **"CABS"** means the Carrier Access Billing System.

1.1.22 **"Calling Card Service"** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.

1.1.23 **"Calling Name Database"** means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

1.1.24 **"Calling Name Delivery Service (CNDS)"** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.

1.1.25 **"Calling Name Information"** means a Telecommunications Carrier's records of its End Users names associated with one or more assigned ten-digit telephone numbers.

1.1.26 **"Calling Number Delivery"** means a feature that enables an End User to view the directory number of the calling party on a display unit.

1.1.27 **"Calling Party Number"** (**CPN**) means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

1.1.28 **"Centralized Message Distribution System"** (**CMDS**) means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.

1.1.29 **"Central office switch"** (**Central Office**) is a switching entity within the public switched telecommunications network, including but not limited to:

1.1.29.1 **"End Office Switch" or "End Office"** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

1.1.29.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

1.1.29.3 **"Selective Routing Tandem"** is a switching entity used when routing a 911 call to the proper Public Safety Answering Point ("PSAP") based upon the number and location of the caller.

1.1.30 **"Claim"** means any pending or threatened claim, action, proceeding or suit.

1.1.31 **"CNAM Query"** means a LIDB Service Application that allows SCC to query a Calling Name Database for Calling Name Information in order to deliver that information to SCC's local CNDS subscribers.

1.1.32 **"CNAM Query Rate"** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

1.1.33 **"Collocation"** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.

1.1.34 **"Commercial Mobile Radio Services" (CMRS)** means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

1.1.35 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **"Commissions"** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

1.1.35.1 **the Arkansas Public Service Commission (AR-PSC);**
1.1.35.2 **the Public Utilities Commission of the State of California (CA-PUC);**
1.1.35.3 **the Connecticut Department of Public Utility Control (CT-DPUC);**
1.1.35.4 **the Illinois Commerce Commission (IL-CC);**
1.1.35.5 **the Indiana *Utilities Regulatory Commission* (IN-URC);**
1.1.35.6 **the Kansas Corporation Commission (KS-CC);**
1.1.35.7 **the Michigan Public Service Commission (MI-PSC);**
1.1.35.8 **the Missouri Public Service Commission (MO-PSC);**
1.1.35.9 **the Public Utilities Commission of Nevada (NV-PUC);**
1.1.35.10 **the Public Utilities Commission of Ohio (PUC-OH);**
1.1.35.11 **the Oklahoma Corporation Commission (OK-CC);**
1.1.35.12 **the Public Utility Commission of Texas (PUC-TX); and**
1.1.35.13 **the Public Service Commission of Wisconsin (PSC-WI)**

1.1.36 **"Common Channel Signaling"** (CCS) means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.1.37 **"Common Language Location Identifier"** (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

1.1.38 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

1.1.39 **"Customer Usage Data"** means the Telecommunications Services usage data of an SCC 911 Call Routing Customer or Telematics Customer, as defined in Appendix 911 hereto, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by **SBC-13STATE** and forwarded to SCC.

1.1.40 **"Custom Local Area Signaling Service Features" (CLASS Features)** means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.1.41 **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services and does not resell them to others. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.1.42 **"Customer Name and Address Information"** (CNA) means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

1.1.43 **"Delaying Event"** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

1.1.43.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

1.1.43.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

1.1.43.3 any Force Majeure Event.

1.1.44 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

1.1.45 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.

1.1.45.1 **"Digital Signal Level 0"** (DS-0) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.1.45.2 **"Digital Signal Level 1"** (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.1.45.3 **"Digital Signal Level 3"** (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.1.46 **"Digital Subscriber Line"** (DSL) is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

1.1.47 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.

1.1.48 **"Enhanced Service Provider"** (ESP) is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

1.1.49 **"Exchange Access"** is As Defined in the Act.

1.1.50 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

1.1.51 **"Exchange Message Interface"** (EMI) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-

billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

1.1.52 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.

1.1.53 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.

1.1.54 **"Feature Group D" (FG-D)** is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

1.1.55 **"FCC"** means the Federal Communications Commission.

1.1.56 **"Foreign Exchange" (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

1.1.57 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

1.1.58 **"Group Record"** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NPA-0/1XX.

1.1.59 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.

1.1.60 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

1.1.61 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

1.1.62 **"Interconnection"** is As Defined in the Act.

1.1.63 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly interLATA or intraLATA Telephone Toll Services.

1.1.64 **"InterLATA"** is As Defined in the Act.

1.1.65 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

1.1.66 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in footnote 498 of the FCC's First Report and Order, 12 FCC Rcd 15982 (May 16, 1997).

1.1.67 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the local calling area as defined by the applicable Commission.

1.1.68 **"LIDB Editor"** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

1.1.69 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line

Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

1.1.70 **"LIDB Service Applications"** means the query types accepted for access to LIDB information.

1.1.71 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

1.1.72 **"Local Access Transport Area" (LATA)** is As Defined in the Act.

1.1.73 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.

1.1.74 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

1.1.75 **"Local Calls"** is traffic that actually physically originates and actually physically terminates within a local calling area, as defined by the relevant Commission.

1.1.76 **"Local Number Portability"** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

1.1.77 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

1.1.78 **"Local Service Provider" (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.

1.1.79 **"Loss"** or **"Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.1.80 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

1.1.81 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

1.1.82 **"Meet-Point Billing" (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.1.83 **"Meet-Point Trunks/Trunk Groups" (MPTGs)** are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE "GR-394" and GR-317-CORE "GR-317". MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

1.1.84 **"Multiple Bill/Single Tariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).

1.1.85 **"Network Data Mover" (NDM)** is an industry standard protocol for transferring information electrically.

1.1.86 **"Network Element"** is As Defined in the Act.

1.1.87 **NEVADA** – As used herein, **NEVADA** means the applicable above listed ILEC(s) doing business in Nevada.

1.1.88 **"North American Numbering Plan" (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

1.1.89 **"Numbering Plan Area" (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

1.1.90 **"Number Portability"** is As Defined in the Act.

1.1.91 **"NXX" or "Central Office Code"** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.1.92 **"Ordering and Billing Forum" (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

1.1.93 **"Originating Point Code" (OPC)** means a code assigned to identify SCC's system(s) that originate SS7 messages, including LIDB Service Queries.

1.1.94 **PACIFIC** – As used herein, **PACIFIC** means the applicable above listed ILEC(s) doing business in California.

1.1.95 **"Party"** means either SCC or **SBC**; use of the term "Party" includes each of the ILECs that is a party to this Agreement. **"Parties"** means both SCC and **SBC**; use of the term "Parties" includes each of the ILECs that is a party to this Agreement.

1.1.96 **"Permanent Number Portability" (PNP)** is a long term method of providing LNP using LRN.

1.1.97 **"Person"** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under

Applicable law, an unincorporated organization or any Governmental Authority.

1.1.98 **"Point of Interconnection" (POI)** is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection.

1.1.99 **"Point of Presence" or "POP"** means a physical location at which SCC has a presence for access to **SBC-13STATE**'s network.

1.1.100 **"Physical Collocation"** is as defined in applicable Appendix Physical Collocation or applicable tariff, where applicable.

1.1.101 **"Rate Center Area"** means the following in each applicable area:

1.1.101.1 **SBC-AMERITECH**

1.1.101.1.1 "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.1.101.2 **NEVADA**

1.1.101.2.1 "Rate Center" denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in PUC-NV tariff A6.2.7.

1.1.101.3 **PACIFIC**

1.1.101.3.1 "Rate Center" denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.1.101.4 **SNET**

1.1.101.4.1 "Rate Center means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.1.101.5 **SBC-SWBT**

1.1.101.5.1 "Rate Center" means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs."

1.1.102 **"Rating Point"** means the V&H coordinates associated with a particular telephone number for rating purposes.

1.1.103 **"Reference of Calls"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

1.1.104 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.105 **SBC-SWBT** – As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.1.106 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.107 **SBC-MOKA** – As used herein, **SBC-MOKA** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, and Oklahoma.

1.1.108 SBC-7STATE - As used herein, SBC-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.109 SBC-8STATE - As used herein, SBC-8STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.110 SBC-10STATE - As used herein, SBC-10STATE means an the applicable above listed ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.111 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.112 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.113 **"Service Control Point" (SCP)** is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.

1.1.114 **"Service Management System" (SMS)** means an off-line system used to access, create, modify, or update information in a Database.

1.1.115 **"Service Provider Number Portability" (SPNP)** is synonymous with Permanent Number Portability "PNP".

1.1.116 **"Service Switching Point" (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

1.1.117 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.

1.1.118 **"Signal Transfer Point" (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP),

Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

1.1.119 **"Sleuth"** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

1.1.120 **SNET** – As used herein, **SNET** means the applicable above listed ILEC(s) doing business in Connecticut.

1.1.121 **"Special Billing Number" SBN** means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).

1.1.122 **"State Abbreviation"** means the following:

1.1.122.1 "AR" means Arkansas
1.1.122.2 "CA" means California
1.1.122.3 "CT" means Connecticut
1.1.122.4 "IL" means Illinois
1.1.122.5 "IN" means Indiana
1.1.122.6 "KS" means Kansas
1.1.122.7 "MI" means Michigan
1.1.122.8 "MO" means Missouri
1.1.122.9 "NV" means Nevada
1.1.122.10 "OH" means Ohio
1.1.122.11 "OK" means Oklahoma
1.1.122.12 "TX" means Texas
1.1.122.13 "WI" means Wisconsin

1.1.123 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable above listed ILEC(s) doing business in Arkansas.

1.1.124 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC(s) doing business in Kansas.

1.1.125 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC(s) doing business in Missouri.

1.1.126 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC(s) doing business in Oklahoma.

1.1.127 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC(s) doing business in Texas.

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996

by and among

Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company,
Nevada Bell Telephone Company,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company,
The Southern New England Telephone Company,
Southwestern Bell Telephone Company,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin

and

SCC COMMUNICATIONS CORP.

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996

by and among

Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company,
Nevada Bell Telephone Company,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company,
The Southern New England Telephone Company,
Southwestern Bell Telephone Company,
Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin

and

SCC COMMUNICATIONS CORP.

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 **(the Agreement)**, is dated as of _____, 2001 by and among SBC Communications Inc. (SBC)-owned ILECs **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each state listed below), and, SCC Communications Corp., 6285 Lookout Road, Boulder, Colorado 80301 (SCC), (a Delaware corporation), shall apply to the state(s) of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 specifically set forth herein;

WHEREAS, for purposes of this Agreement, SCC intends to operate where **Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company (a Nevada corporation), The Ohio Bell Telephone Company, Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company (a Missouri corporation), Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin** are the incumbent Local Exchange Carrier(s) and SCC, a competitive Local Exchange Carrier, has or, prior to the provisioning of any Interconnection, access to Unbundled Network Elements, Telecommunications Services or any other functions, facilities, products or services hereunder, will have been granted authority to provide certain Telephone Exchange Services in any of the states listed above by the appropriate Commission(s);

NOW, THEREFORE, the Parties hereby agree as follows:

This Agreement is composed of General Terms and Conditions, which are set forth below, together with certain Appendices, Schedules, Exhibits and Addenda, which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

[1] Capitalized Terms used in this Agreement shall have the respective meanings specified below in, Section 1.x of each Appendix attached hereto, and/or as defined elsewhere in this Agreement.

1.1 GENERAL DEFINITIONS

1.1.1 **"A-link"** means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.

1.1.2 **"Act"** means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

1.1.3 **"Access Compensation"** is the compensation paid by one Party to the other Party for the origination/termination of intraLATA toll calls to/from its End User. Access compensation is in accordance with the LEC's tariffed access rates. The Parties agree that neither Party will pay Access Compensation to the other under this Agreement.

1.1.4 **"Access Service Request" (ASR)** is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

1.1.5 **"Advanced Services"** means high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality voice, data graphics or video communications using any technology.

1.1.6 **"Affiliate"** is As Defined in the Act.

1.1.7 **"Alternate Billing Service (ABS)"** means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.

1.1.8 AM-IL - As used herein, AM-IL means the applicable above listed ILEC(s) doing business in Illinois.

1.1.9 AM-IN - As used herein, AM-IN means the applicable above listed ILEC(s) doing business in Indiana.

1.1.10 AM-MI - As used herein, AM-MI means the applicable above listed ILEC(s) doing business in Michigan.

1.1.11 AM-OH - As used herein, AM-OH means the applicable above listed ILEC(s) doing business in Ohio.

1.1.12 AM-WI - As used herein, AM-WI means the applicable above listed ILEC(s) doing business in Wisconsin.

1.1.13 **"Applicable Law"** means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

1.1.14 **"As Defined in the Act"** means as specifically defined by the Act.

1.1.15 **"As Described in the Act"** means as described in or required by the Act.

1.1.16 **"Automated Message Accounting" (AMA)** is a structure inherent in switch technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.

1.1.17 **"Billed Number Screening (BNS)"** means a validation of toll billing exception (TBE) data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.

1.1.18 **"Bona Fide Request" (BFR)** is the process described in the applicable Appendix UNE.

1.1.19 **"Business Day"** means Monday through Friday, excluding holidays on which the applicable SBC ILEC does not provision new retail services and products.

1.1.20 **"Busy Line Verification" (BLV)** means a service whereby an End User requests an operator to confirm the busy status of a line.

1.1.21 **"CABS"** means the Carrier Access Billing System.

1.1.22 **"Calling Card Service"** means a service that enables a calling End User to bill a telephone call to a calling card number with or without the help of an operator.

1.1.23 **"Calling Name Database"** means a Party's database containing current Calling Name Information, including the Calling Name Information of any telecommunications company participating in that Party's Calling Name Database. A Calling Name Database may be part of, or separate from, a LIDB.

1.1.24 **"Calling Name Delivery Service (CNDS)"** means a service that enables a terminating End User to identify the calling party by a displayed name before a call is answered. The calling party's name is retrieved from a Calling Name Database and delivered to the End User's premise between the first and second ring for display on compatible End User premises equipment.

1.1.25 **"Calling Name Information"** means a Telecommunications Carrier's records of its End Users names associated with one or more assigned ten-digit telephone numbers.

1.1.26 **"Calling Number Delivery"** means a feature that enables an End User to view the directory number of the calling party on a display unit.

1.1.27 **"Calling Party Number" (CPN)** means a Signaling System 7 "SS7" parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

1.1.28 **"Centralized Message Distribution System" (CMDS)** means the transport system that LECs use to exchange outcollect and Carrier Access Billing System "CABS" access messages among each other and other Parties connected to CMDS.

1.1.29 **"Central office switch" (Central Office)** is a switching entity within the public switched telecommunications network, including but not limited to:

1.1.29.1 **"End Office Switch" or "End Office"** is a switching machine that **directly** terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.

1.1.29.2 **"Tandem Office Switch" or "Tandem(s)"** are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

1.1.29.3 **"Selective Routing Tandem"** is a switching entity used when routing a 911 call to the proper Public Safety Answering Point ("PSAP") based upon the number and location of the caller.

1.1.30 **"Claim"** means any pending or threatened claim, action, proceeding or suit.

1.1.31 **"CNAM Query"** means a LIDB Service Application that allows SCC to query a Calling Name Database for Calling Name Information in order to deliver that information to SCC's local CNDS subscribers.

1.1.32 **"CNAM Query Rate"** means a rate that applies to each CNAM Query received at the SCP where the Calling Name Database resides.

1.1.33 **"Collocation"** is As Described in the Act. Terms related to collocation are defined in the applicable Appendix Collocation or applicable collocation tariff, as appropriate.

1.1.34 **"Commercial Mobile Radio Services"** (CMRS) means Commercial Mobile Radio Service, As Defined in the Act and FCC rules.

1.1.35 **"Commission"** means the applicable State agency with regulatory authority over Telecommunications. Unless the context otherwise requires, use of the term **"Commissions"** means all of the thirteen agencies listed in this Section. The following is a list of the appropriate State agencies:

1.1.35.1 **the Arkansas Public Service Commission (AR-PSC);**
1.1.35.2 **the Public Utilities Commission of the State of California (CA-PUC);**
1.1.35.3 **the Connecticut Department of Public Utility Control (CT-DPUC);**
1.1.35.4 **the Illinois Commerce Commission (IL-CC);**
1.1.35.5 **the Indiana Utilities Regulatory Commission (IN-URC);**
1.1.35.6 **the Kansas Corporation Commission (KS-CC);**
1.1.35.7 **the Michigan Public Service Commission (MI-PSC);**
1.1.35.8 **the Missouri Public Service Commission (MO-PSC);**
1.1.35.9 **the Public Utilities Commission of Nevada (NV-PUC);**
1.1.35.10 **the Public Utilities Commission of Ohio (PUC-OH);**
1.1.35.11 **the Oklahoma Corporation Commission (OK-CC);**
1.1.35.12 **the Public Utility Commission of Texas (PUC-TX); and**
1.1.35.13 **the Public Service Commission of Wisconsin (PSC-WI)**

1.1.36 **"Common Channel Signaling" (CCS)** means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. It is a special network, fully separate from the transmission path of the public switched network. Unless otherwise agreed by the Parties, the CCS protocol used by the Parties shall be SS7.

1.1.37 **"Common Language Location Identifier" (CLLI)** codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.

1.1.38 **"Consequential Damages"** means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

1.1.39 **"Customer Usage Data"** means the Telecommunications Services usage data of an SCC 911 Call Routing Customer or Telematics Customer, as defined in Appendix 911 hereto, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by SBC-13STATE and forwarded to SCC.

1.1.40 **"Custom Local Area Signaling Service Features" (CLASS Features)** means certain Common Channel Signaling based features available to End Users, including: Automatic Call Back; Call Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.1.41 **"End Users"** means a third-party residence or business that subscribes to Telecommunications Services and does not resell them to others. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

1.1.42 **"Customer Name and Address Information" (CNA)** means the name, service address and telephone numbers of a Party's End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

1.1.43 **"Delaying Event"** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:

1.1.43.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party's failure to provide the other Party with accurate and complete Service Orders;

1.1.43.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or

1.1.43.3 any Force Majeure Event.

1.1.44 **"Dialing Parity"** is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity.

1.1.45 **"Digital Signal Level"** is one of several transmission rates in the time-division multiplex hierarchy.

1.1.45.1 **"Digital Signal Level 0" (DS-0)** is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.1.45.2 **"Digital Signal Level 1" (DS-1)** is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

1.1.45.3 **"Digital Signal Level 3" (DS-3)** is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

1.1.46 **"Digital Subscriber Line" (DSL)** is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.

1.1.47 **"Electronic File Transfer"** is any system or process that utilizes an electronic format and protocol to send or receive data files.

1.1.48 **"Enhanced Service Provider" (ESP)** is a provider of enhanced services as those services are defined in 47 CFR Section 64.702.

1.1.49 **"Exchange Access"** is As Defined in the Act.

1.1.50 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

1.1.51 **"Exchange Message Interface" (EMI)** (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-

billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.

1.1.52 **"Exchange Service"** means Telephone Exchange Service, As Defined in the Act.

1.1.53 **"Feature Group A" (FGA)** means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.

1.1.54 **"Feature Group D" (FG-D)** is access available to all customers, providing trunk side access to a Party's End Office Switches with an associated uniform 101XXXX access code for customer's use in originating and terminating communications.

1.1.55 **"FCC"** means the Federal Communications Commission.

1.1.56 **"Foreign Exchange" (FX)** means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers "LECs", is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.

1.1.57 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.

1.1.58 **"Group Record"** means information in LIDB and/or the LIDB administrative system that is common to all telephone numbers in an NPA-NXX or all Special Billing Numbers in an NPA-0/1XX.

1.1.59 **"Incumbent Local Exchange Carrier" (ILEC)** is As Defined in the Act.

1.1.60 **"Intellectual Property"** means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.

1.1.61 **"Integrated Services Digital Network" (ISDN)** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

1.1.62 **"Interconnection"** is As Defined in the Act.

1.1.63 **"Interexchange Carrier" (IXC)** means a carrier that provides, directly or indirectly interLATA or intraLATA Telephone Toll Services.

1.1.64 **"InterLATA"** is As Defined in the Act.

1.1.65 **"Intermediate Distribution Frame" (IDF)** is a second frame that augments an existing Main Distribution Frame. Lines or outside cables do not terminate on the IDF.

1.1.66 **"Internet Service Provider" (ISP)** is an Enhanced Service Provider that provides Internet Services, and is defined in footnote 498 of the FCC's First Report and Order, 12 FCC Rcd 15982 (May 16, 1997).

1.1.67 **"IntraLATA Toll Traffic"** means the IntraLATA traffic between two locations within one LATA where one of the locations lies outside of the local calling area as defined by the applicable Commission.

1.1.68 **"LIDB Editor"** means a SCP tool that bypasses the LIDB administrative system and provides emergency access to LIDB for data administration.

1.1.69 **"Line Information Data Base" (LIDB)** means a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Data Owners might store in LIDB and in their Line

Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.

1.1.70 **"LIDB Service Applications"** means the query types accepted for access to LIDB information.

1.1.71 **"Line Record"** means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or Special Billing Number.

1.1.72 **"Local Access Transport Area" (LATA)** is As Defined in the Act.

1.1.73 **"Local Exchange Carrier" (LEC)** is As Defined in the Act.

1.1.74 **"Local Exchange Routing Guide" (LERG)** is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.

1.1.75 **"Local Calls"** is traffic that actually physically originates and actually physically terminates within a local calling area, as defined by the relevant Commission.

1.1.76 **"Local Number Portability"** means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).

1.1.77 **"Location Routing Number" (LRN)** is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

1.1.78 **"Local Service Provider" (LSP)** is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User's service.

1.1.79 **"Loss"** or **"Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.1.80 **"MECAB"** refers to the Multiple Exchange Carrier Access Billing document prepared by the Billing Committee of the Ordering and Billing Forum "OBF", which functions under the auspices of the Carrier Liaison Committee "CLC of the Alliance for Telecommunications Industry Solutions "ATIS". The MECAB document, published by ATIS as ATIS/OBF- MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.

1.1.81 **"MECOD"** refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF- MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.

1.1.82 **"Meet-Point Billing" (MPB)** refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.1.83 **"Meet-Point Trunks/Trunk Groups" (MPTGs)** are used for the joint provision of Switched Access services, pursuant to Telcordia Technical References GR-394-CORE "GR-394" and GR-317-CORE "GR-317". MPTGs are those between a local End Office and an Access Tandem as described in FSD 20-24-0000 and 20-24-0300.

1.1.84 **"Multiple Bill/Single Tariff"** is the meet-point billing method where each LEC prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided Switched Access Service which that LEC provides. The MECAB documents refer to this method as Multiple Bill/reflecting a single tariff (MM).

1.1.85 **"Network Data Mover" (NDM)** is an industry standard protocol for transferring information electrically.

1.1.86 **"Network Element"** is As Defined in the Act.

1.1.87 **NEVADA** – As used herein, **NEVADA** means the applicable above listed ILEC(s) doing business in Nevada.

1.1.88 **"North American Numbering Plan" (NANP)** A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit central office code of the form NXX, and a four-digit line number of the form XXXX.

1.1.89 **"Numbering Plan Area" (NPA)** also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.

1.1.90 **"Number Portability"** is As Defined in the Act.

1.1.91 **"NXX" or "Central Office Code"** is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.1.92 **"Ordering and Billing Forum" (OBF)** is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.

1.1.93 **"Originating Point Code" (OPC)** means a code assigned to identify SCC's system(s) that originate SS7 messages, including LIDB Service Queries.

1.1.94 **PACIFIC** – As used herein, **PACIFIC** means the applicable above listed ILEC(s) doing business in California.

1.1.95 **"Party"** means either SCC or **SBC;** use of the term "Party" includes each of the ILECs that is a party to this Agreement. **"Parties"** means both SCC and **SBC;** use of the term "Parties" includes each of the ILECs that is a party to this Agreement.

1.1.96 **"Permanent Number Portability" (PNP)** is a long term method of providing LNP using LRN.

1.1.97 **"Person"** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under

Applicable law, an unincorporated organization or any Governmental Authority.

1.1.98 **"Point of Interconnection" (POI)** is a physical location at which the Parties' networks meet for the purpose of establishing Interconnection.

1.1.99 **"Point of Presence" or "POP"** means a physical location at which SCC has a presence for access to **SBC-13STATE**'s network.

1.1.100 **"Physical Collocation"** is as defined in applicable Appendix Physical Collocation or applicable tariff, where applicable.

1.1.101 **"Rate Center Area"** means the following in each applicable area:

1.1.101.1 **SBC-AMERITECH**

1.1.101.1.1 "Rate Center" means the specific geographic point that has been designated by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

1.1.101.2 **NEVADA**

1.1.101.2.1 "Rate Center" denotes the designated points, representing exchanges, (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange mileage rates. Rate Centers are defined in PUC-NV tariff A6.2.7.

1.1.101.3 **PACIFIC**

1.1.101.3.1 "Rate Center" denotes the designated points, representing exchanges or district area (or locations outside exchange areas), between which mileage measurements are made for the application of interexchange and interdistrict mileage rates, as defined by the CA-PUC.A2, 2.1.1 Definition of Terms.

1.1.101.4 **SNET**

1.1.101.4.1 "Rate Center means the specific geographic point and corresponding area that have been identified by a given LEC as being associated with a particular NPA-NXX code that has been assigned to the LEC for its provision of Exchange Services.

1.1.101.5 **SBC-SWBT**

1.1.101.5.1 "Rate Center" means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs."

1.1.102 **"Rating Point"** means the V&H coordinates associated with a particular telephone number for rating purposes.

1.1.103 **"Reference of Calls"** refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.

1.1.104 **SBC Communications Inc. (SBC)** means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.1.105 **SBC-SWBT** – As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.1.106 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.1.107 **SBC-MOKA** – As used herein, **SBC-MOKA** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, and Oklahoma.

1.1.108 SBC-7STATE - As used herein, SBC-7STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.109 SBC-8STATE - As used herein, SBC-8STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

1.1.110 SBC-10STATE - As used herein, SBC-10STATE means an the applicable above listed ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.111 SBC-12STATE - As used herein, SBC-12STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.112 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.1.113 **"Service Control Point" (SCP)** is the node in the common channel signaling network that accepts Queries for certain Database services. The SCP is a real time database system that receives Queries from service platforms, performs subscriber or application-specific service logic, and then sends a Response back to the Query-originating platform. Such service platforms can be Service Switching Points (SSPs) or other network nodes capable of properly formatting and launching Queries.

1.1.114 **"Service Management System" (SMS)** means an off-line system used to access, create, modify, or update information in a Database.

1.1.115 **"Service Provider Number Portability" (SPNP)** is synonymous with Permanent Number Portability "PNP".

1.1.116 **"Service Switching Point" (SSP)** is a telephone central office switch equipped with a Signaling System 7 (SS7) interface.

1.1.117 **"Signaling System 7" (SS7)** means a signaling protocol used by the CCS Network.

1.1.118 **"Signal Transfer Point" (STP)** performs a packet switching function that routes signaling messages among Service Switching Points (SSP),

Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.

1.1.119 **"Sleuth"** means an off-line administration system that monitors suspected occurrences of ABS-related fraud.

1.1.120 **SNET** – As used herein, **SNET** means the applicable above listed ILEC(s) doing business in Connecticut.

1.1.121 **"Special Billing Number" SBN** means a Line Record in LIDB that is based on an NXX-0/1XX numbering format. NXX-0/1XX numbering formats are similar to NPA-NXX formats except that the fourth digit of a SBN is either a zero (0) or a one (1).

1.1.122 **"State Abbreviation"** means the following:

1.1.122.1 "AR" means Arkansas
1.1.122.2 "CA" means California
1.1.122.3 "CT" means Connecticut
1.1.122.4 "IL" means Illinois
1.1.122.5 "IN" means Indiana
1.1.122.6 "KS" means Kansas
1.1.122.7 "MI" means Michigan
1.1.122.8 "MO" means Missouri
1.1.122.9 "NV" means Nevada
1.1.122.10 "OH" means Ohio
1.1.122.11 "OK" means Oklahoma
1.1.122.12 "TX" means Texas
1.1.122.13 "WI" means Wisconsin

1.1.123 **SWBT-AR** - As used herein, **SWBT-AR** means the applicable above listed ILEC(s) doing business in Arkansas.

1.1.124 **SWBT-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC(s) doing business in Kansas.

1.1.125 **SWBT-MO** - As used herein, **SWBT-MO** means the applicable above listed ILEC(s) doing business in Missouri.

1.1.126 **SWBT-OK** - As used herein, **SWBT-OK** means the applicable above listed ILEC(s) doing business in Oklahoma.

1.1.127 **SWBT-TX** - As used herein, **SWBT-TX** means the applicable above listed ILEC(s) doing business in Texas.

1.1.128 **"Switched Access Detail Usage Data"** means a category 1101xx record as defined in the EMR Telecordia Practice BR 010-200-010.

1.1.129 **"Synchronous Optical Network" (SONET)** is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps ("OC-1/STS-1") and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

1.1.130 **"Tape Load Facility"** means data entry points at the LIDB administrative system and/or the SCPs where LIDB resides.

1.1.131 **"Telecommunications"** is As Defined in the Act.

1.1.132 **"Telecommunications Carrier"** is As Defined in the Act.

1.1.133 **"Telecommunications Service"** is As Defined in the Act.

1.1.134 **"Telephone Exchange Service"** is As Defined in the Act.

1.1.135 **"Telephone Toll Service"** is As Defined in the Act.

1.1.136 **"Third Party"** means any Person other than a Party.

1.1.137 **"Toll Billing Exception Service" (TBE)** means a service that allows End Users to restrict third number billing or collect calls to their lines.

1.1.138 **"Toll Free Service"** is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).

1.1.139 **"Translation Type"** means a code in the Signaling Connection Control Part (SCCP) of the SS7 signaling message. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. All LIDB queries that use the same Translation Type are routed to the same LIDB for a particular Line Record or, prior to number portability, for a particular NPA-NXX.

1.1.140 **"Trunk"** means a communication line between two switching systems.

1.1.141 **"Virtual Collocation"** is as defined in the applicable Virtual Collocation Agreement or applicable tariff, where applicable.

1.1.142 **"Wire Center"** is the location of one or more local switching systems. A point at which End User's loops within a defined geographic area

converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.

1.2 DEFINITIONS APPLICABLE TO (SBC-12STATE) ONLY

1.2.1 **"Data Base Administration Center"** (DBAC) means an SBC-12STATE location where facility and administrative personnel are located for administering LIDB and/or Sleuth.

1.2.2 **"Designated Central Office Document" (Document DCO)** is a document that is referenced in SBC-12STATE Appendix NIM. The purpose of the DCO is to document the physical architectural plan for interconnection and specifies the SCC POPs, SCC Routing Points, Activation Dates, the POI(s) and the applicable SBC-12STATE Selective Routing Tandems, as defined in Appendix 911 hereto.

1.2.3 **"Digital Cross Connect Panel" (DSX Panel)** means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

1.2.4 **"Fiber Meet"** means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

1.2.5 **"Interconnection Activation Date"** is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.

1.2.6 **"Main Distribution Frame" (MDF)** is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.

1.2.7 **"Plain Old Telephone Service" (POTS)** means telephone service for the transmission of human speech.

1.2.8 **"Routing Point"** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be

located within the Rate Center area, but must be in the same LATA as the NPA-NXX.

1.3 DEFINITIONS APPLICABLE TO SBC-8STATE ONLY

1.3.1 **"Accessible Letters"** are correspondence used to communicate pertinent information regarding SBC-8STATE to the client/End User community.

1.3.2 **"Trunk-Side"** refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.3.3 **"Port"** is the point of interface/access connection to the SNET public switched network. This may be a switch line side interface or switch trunk side interface.

1.4 DEFINITIONS APPLICABLE TO SBC-7STATE ONLY

1.4.1 **"Line Side"** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.4.2 **"Mid-Point Meet"** is as defined in the appropriate Appendix NIM. The facility hand off point may differ from the billing point of interconnection.

1.4.3 **"Serving Wire Center" (SWC)** means a Wire Center that serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located

1.4.4 **"Control Office"** means the appropriate exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of interconnection arrangements.

1.4.5 **"Data Interexchange Carrier" (DIXC)** is a process designed to facilitate the reciprocal exchange of voice traffic load data between the SBC-7STATE and SCC. This reciprocal exchange of data enables SBC-7STATE and SCC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to

more accurately estimate the offered, and thereby better estimate, the required quantities of trunks.

1.4.6 **"Local Interconnection Trunks/Trunk Groups"** are used for the termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE "GR-317.

1.4.7 **"Mid-Span Meet"** is an interconnection between two LECs whereby each provides its own cable and equipment up to the meet point of the cable facilities. The meet point is the demarcation establishing ownership of and responsibility for each LEC's portion of the transmission facility.

1.5 DEFINITIONS APPLICABLE TO SNET and SBC-AMERITECH ONLY

1.5.1 **"Centralized AMA" (CAMA)** is an arrangement where the AMA equipment is centralized in, for example, a Tandem and is used by offices that do not have LAMA (Local AMA). The End Office Switch must send ANI digits to the CAMA office for billing a calling subscriber.

1.5.2 **"Inter-wire Center Transport"** means the transmission facilities between serving wire centers.

1.6 DEFINITIONS APPLICABLE TO SBC-AMERITECH ONLY

1.6.1 **"Automatic Route Selection"** or **"ARS"** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

1.6.2 **"Control Office"** means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

1.6.3 **"Enhanced LECLink"** is an customer access service to the national distribution of billing records via Telcordia's Centralized Message Distribution System (CMDS).

1.6.4 **"Integrated Digital Loop Carrier"** means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

1.6.5 **"Line Side"** refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.

1.6.6 **"Local Loop Transmission", "Unbundled Local Loop", "Loop"** means the transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the loop demarcation point at an End-User's premises including inside wire owned by the incumbent LEC.

1.6.7 **"Switched Exchange Access Service"** means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

1.7 DEFINITIONS APPLICABLE TO SNET ONLY

1.7.1 **"800 Series"** is a Telecommunications Service for business or residence that allows calls to be made to a specific location at no charge to the calling party. Use of the "800" Service Access Code (e.g., 800, 888) denotes calls that are to be billed to the receiving party. A computer database in the provider's network translates the 800 series number into a conventional 7 or 10 digit phone number for network switching and routing.

1.7.2 **"Charge Number"** is a CCS signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.

1.7.3 **"ConnNET"** is a CT packet switching network used for data communication to and from hosts and databases.

1.7.4 **"Database Administrative Service LIDB Operating Guidelines"** (Operating Guidelines) means the document developed by SNET that provides detailed instructions as to the working parameters of SNET's provision of the LIDB Administrative System to SCC, as may be updated by SNET from time to time. SNET shall provide such Operating Guidelines to SCC upon execution of this Agreement.

1.7.5 **"Initial Billing Company" (IBC)** refers to the LEC that provides Feature Group B or D services at an End Office.

1.7.6 **"LIDB/AS"** means the LIDB administrative system for **SNET**.

1.7.7 **"Loop"** is the transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the loop demarcation point at an End-User's premises including inside wire owned by the incumbent LEC.

1.7.8 **"Subsequent Billing Company"** refers to SNET when it provides a segment of transport or switching services in connection with Feature Group B or D switched access service. (For purposes of this Agreement, the Tandem operator is the Subsequent Billing Company.)

1.7.9 **"Switched Access Service"** means an offering of facilities for the purpose of the origination or termination of traffic from or to Exchange Service customer in a given area pursuant to a Switched Access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 Series, and 900 access. Switched Access does not include traffic exchanged between LECs for purpose of local exchange interconnection.

1.7.10 **"Universal Digital Loop Carrier"** (**UDLC**) describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.

1.8 DEFINITIONS APPLICABLE TO **SBC-SWBT** ONLY

1.8.1 **"Jurisdictional Identification Parameter"** (**JIP**) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching. (JIP is applicable to **SBC-SWBT** only)

1.8.2 **"Line Validation Administration System"** (LVAS) means the LIDB administrative system for **SBC-SWBT**.

1.8.3 **"Originating Line Information"** (**OLI**) is an SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party. (OLI is applicable to **SBC-SWBT** only.)

2. INTERPRETATION, CONSTRUCTION AND SEVERABILITY

2.1 Definitions

2.1.1 For purposes of this Agreement, certain terms have been defined in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly

indicates otherwise, any term defined or used in the singular will include the plural. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" and/or "but not limited to". The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act, or in the absence of their inclusion in the Act, their customary usage in the Telecommunications industry as of the Effective Date.

2.2 Headings Not Controlling

2.2.1 The headings and numbering of Sections, Parts, Appendices Schedules and Exhibits to this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

2.2.2 This Agreement incorporates a number of Appendices which, together with their associated Attachments, Exhibits, Schedules and Addenda, constitute the entire Agreement between the Parties. In order to facilitate use and comprehension of the Agreement, the Appendices have been grouped under broad headings. It is understood that these groupings are for convenience of reference only, and are not intended to limit the applicability that any particular appendix, attachment, exhibit, schedule or addenda may otherwise have.

2.3 Referenced Documents

2.3.1 Unless the context shall otherwise specifically require, and subject to **Section 21**, whenever any provision of this Agreement refers to a technical reference, technical publication, SCC Practice, SBC-13STATE Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively, a "**Referenced Instrument**"), it will be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect, and will include the then-current version or edition (including any amendments, supplements, addenda, or successors) of any other Referenced Instrument incorporated by reference therein.

2.4 References

2.4.1 References herein to Sections, Paragraphs, Exhibits, Parts, Schedules, and Appendices shall be deemed to be references to Sections, Paragraphs and Parts of, and Exhibits, Schedules and Appendices to, this Agreement unless the context shall otherwise require.

2.5 Tariff References

2.5.1 Wherever any Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.

2.5.2 Wherever any Commission ordered tariff provision or rate is incorporated, cited or quoted herein, it is understood that said incorporation or reference applies only to the entity within the state whose Commission ordered that tariff.

2.6 Conflict in Provisions

2.6.1 In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

2.6.2 If any definitions, terms or conditions in any given Appendix, Attachment, Exhibit, Schedule or Addenda differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Appendix, Attachment, Exhibit, Schedule or Addenda. In particular, if an Appendix contains a Term length that differs from the Term length in the main body of this Agreement, the Term length of that Appendix will control the length of time that services or activities are to occur under that Appendix, but will not affect the Term length of the remainder of this Agreement.

2.6.3 In SNET only, in the event of a conflict between any provision in this Agreement and any provision in the DPUC-ordered tariffs covering the services that are the subject of this Agreement with SNET, such DPUC-ordered tariffs will prevail.

2.7 Joint Work Product

2.7.1 This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

2.8 Severability

2.8.1 If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible. The Parties negotiated the terms and conditions of this Agreement for Interconnection, services and Network Elements as a total arrangement and it is intended to be nonseverable.

2.9 Incorporation by Reference

2.9.1 The General Terms and Conditions of this Agreement, and every Interconnection, Resale Service Network Element, function, facility, product or service provided hereunder, shall be subject to all rates, terms and conditions contained in the Appendices to this Agreement which are legitimately related to such Interconnection, Resale Service, Network Element, function, facility, product or service; and all such rates, terms and conditions are incorporated by reference herein and deemed a part of every Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection, Resale Service, Network Element, function, facility, product or service provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnity; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; relationship of the Parties/independent contractor; no third Party beneficiaries, disclaimer of agency; assignment; subcontracting; hazardous substances and responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; customer inquiries; expenses; conflict of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

2.10 Non-Voluntary Provisions

2.10.1 The Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated by SBC-13STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively, a "Non-Voluntary Arrangement"). SBC-13STATE has identified some, but not all, of the Non-Voluntary Arrangements contained in this Agreement, by designating such provisions with asterisks. If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, any Party may, by providing written notice to the other Party, require that any affected Non-Voluntary Arrangement (and any related rates, terms and conditions) be deleted or renegotiated, as applicable, in good faith and this Agreement amended accordingly. If such modifications to this Agreement are not executed within sixty (60) days after the date of such notice, a Party may pursue its rights under Section 10.

2.10.2 The Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. By way of example only, the Parties acknowledge that PUCO's imposition in Ohio of the Minimum Telephone Service Standards (and all terms and conditions relating thereto) shall not apply in or be "portable to" any state other than Ohio.

2.11 State-Specific Rates, Terms and Conditions

2.11.1 For ease of administration, this multistate Agreement contains certain specified rates, terms and conditions which apply only in a designated state ("**state-specific terms**"). To the extent that this Agreement contains specified rates, terms and conditions which apply only in a given state, such rates, terms and conditions shall not apply and shall have no effect in any other state(s) to which this Agreement is submitted for approval under Section 252(e) of the Act.

2.11.2 State-specific terms, as the phrase is described in Section 2.11.1 above, have been negotiated (or in the case of 2.10.2 above, included in the agreement per state requirement) by the Parties only as to the states where this Agreement has been executed, filed and approved. When the Parties negotiate an agreement for an additional state, neither Party shall be precluded by any language in this Agreement from negotiating state-specific terms for the state in which those terms are to apply.

2.11.3 **Successor Rates.** Certain of the rates, prices and charges set forth in the applicable Appendix Pricing have been established by the appropriate Commissions in cost proceedings or dockets initiated under or pursuant to the Act. If during the Term that Commission or the FCC changes a rate, price or charge in an order or docket that applies to any of the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, the Parties agree to amend this Agreement to incorporate such new rates, prices and charges, with such rates, prices and charges to be effective as of the date specified in such order or docket (including giving effect to any retroactive application, if so ordered). If either Party refuses to execute an amendment to this Agreement within sixty (60) days after the date of such order or docket, the other Party may pursue its rights under Section 10.

2.12 Scope of Obligations

2.12.1 Notwithstanding anything to the contrary contained herein, **SBC-13STATE**'s obligations under this Agreement shall apply only to:

2.12.1.1 the specific operating area(s) or portion thereof in which **SBC-13 STATE** is then deemed to be the ILEC under the Act (**the "ILEC Territory"**), and

2.12.1.2 assets that **SBC-13STATE** owns or leases and which are used in connection with **SBC-13STATE**'s provision to SCC of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, **the "ILEC Assets"**).

3. NOTICE OF CHANGES – SECTION 251(c)(5)

3.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. **SBC-13STATE** agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the **"Network Disclosure Rules"**).

4. GENERAL RESPONSIBILITIES OF THE PARTIES

4.1 **SBC-12STATE** and SCC shall each use their best efforts to meet the Interconnection Activation Dates.

4.2 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with **SBC-13STATE**'s network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

4.3 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all End Users in their respective designated service areas.

4.4 Each Party is solely responsible for all products and services it provides under this Agreement.

4.5 Facilities-based carriers and UNE-based Switch Port providers are responsible for administering their End User records in a LIDB.

4.5.1 **PACIFIC** reserves the right on one hundred eighty (180) calendar days notice to require UNE-Based Switch Port providers to administer their End User records in **PACIFIC**'s LIDB.

4.5.2 **NEVADA** does not have a line information database and/or Calling Name database. Line information database services can be purchased from **PACIFIC**.

4.6 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law:

4.6.1 Workers' Compensation insurance with benefits afforded under the laws of each state covered by this Agreement and Employers Liability insurance with minimum limits of $100,000 for Bodily Injury-each accident, $500,000 for Bodily Injury by disease-policy limits and $100,000 for Bodily Injury by disease-each employee.

4.6.2 Commercial General Liability insurance with minimum limits of: $10,000,000 General Aggregate limit; $5,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; $1,000,000 each occurrence sub-limit for Personal Injury and Advertising; $10,000,000 Products/Completed Operations Aggregate limit, with a $5,000,000 each occurrence sub-limit for Products/Completed

Operations. Fire Legal Liability sub-limits of $2,000,000 are also required if this Agreement involves collocation. The other Party must be named as an Additional Insured on the Commercial General Liability policy.

4.6.3 If use of an automobile is required, Automobile Liability insurance with minimum limits of $1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

4.6.4 Each Party shall require subcontractors providing services under this Agreement to maintain in force the insurance coverage and limits required in Sections 4.7 through 4.7.3 of this Agreement.

4.6.5 The Parties agree that companies affording the insurance coverage required under Section 4.7 shall have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance coverage.

4.6.6 Each Party agrees to provide the other Party with at least thirty (30) days advance written notice of cancellation, material reduction or non-renewal of any of the insurance policies required herein.

4.6.7 Each Party agrees to accept the other Party's program of self-insurance in lieu of insurance coverage if certain requirements are met. These requirements are as follows:

4.6.7.1 The Party desiring to satisfy its Workers' Compensation and Employers Liability obligations through self-insurance shall submit to the other Party a copy of its Certificate of Authority to Self-Insure its Workers' Compensation obligations issued by each state covered by this Agreement or the employer's state of hire; and

4.6.7.2 The Party desiring to satisfy its automobile liability obligations through self-insurance shall submit to the other Party a copy of the state-issued letter approving self-insurance for automobile liability issued by each state covered by this Agreement; and

4.6.7.3 The Party desiring to satisfy its general liability obligations through self-insurance must provide evidence acceptable to the other Party that it maintains at least an investment grade (e.g., B+ or higher) debt or credit rating as determined by a nationally

recognized debt or credit rating agency such as Moody's, Standard and Poor's or Duff and Phelps.

4.6.8 This Section 4.7 is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a Referenced Instrument.

4.7 Upon CLEC signature of this Agreement, CLEC shall provide **SBC-13STATE** with CLEC's state-specific authorized and nationally recognized OCN/AECNs for facilities-based (Interconnection and/or unbundled Network Elements) and a separate and distinct OCN/AECN for Resale Services.

4.8 In the event that a Party makes any corporate name change (including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of trunks or facilities (including leased facilities), or a change in any other identifier (collectively, a **"Change"**), the Party making the Change shall submit written notice to the other Party within thirty (30) days of the first action taken to implement such Change. Within thirty (30) days following receipt of that notice, the Parties shall negotiate rates to compensate the Party not making the Change for its costs to be incurred to make the Change to the applicable databases, systems, records and/or recording announcement(s) for branded/repair calls. In addition, the Party making the change shall compensate the other Party for any service order charges and/or service request charges associated with such Change.

4.9 When a End User changes its service provider from **SBC-13STATE** to SCC or from SCC to **SBC-13STATE** and does not retain its original telephone number, the Party formerly providing service to such End User shall furnish a referral announcement (**"Referral Announcement"**) on the original telephone number that specifies the End User's new telephone number.

4.9.1 The following pertains to **AM-IL**, **AM-WI** and **PACIFIC** only:

4.9.1.1 Referral Announcements shall be provided by a Party to the other Party for the period of time and at the rates set forth in the referring Party's tariff(s); provided, however, if either Party provides Referral Announcements for a period different (either shorter or longer) than the period(s) stated in its tariff(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.9.2 The following applies to **AM-IN** only:

4.9.2.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in 170 IAC 7-1.1-11(I)(3)(a) and (b) and at the rates set forth in the referring Party's tariff(s).

However, if either Party provides Referral Announcements for a period different than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.9.3 The following applies to **AM-MI** only:

4.9.3.1 Referral Announcements shall be provided by a Party to the other Party for the period specified in Michigan Administrative Rule 484.134 and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.9.4 The following applies to **AM-OH** only:

4.9.4.1 Referral Announcements shall be provided by a Party to the other Party for the period of time specified in Rule 4901:1-5-12, Ohio Administrative Code and at the rates set forth in the referring Party's tariff(s). However, if either Party provides Referral Announcements for a period longer than the above period(s) when its End Users change their telephone numbers, such Party shall provide the same level of service to End Users of the other Party.

4.10 Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

4.11 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

5. EFFECTIVE DATE, TERM, AND TERMINATION

5.1 The Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act.

5.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire two (2) years from the Effective Date (the "Term"). Absent the receipt by one Party of written notice from the other Party at least within 180 days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

5.3 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement and the provision of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services provided pursuant to this Agreement, at the sole discretion of the terminating Party, in the event that the other Party fails to perform a material obligation or breaches a material term of this Agreement and the other Party fails to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof. Any termination of this Agreement pursuant to this Section 5.3 shall take effect immediately upon delivery of written notice to the other Party that it failed to cure such nonperformance or breach within forty-five (45) calendar days after written notice thereof.

5.4 If pursuant to Section 5.2, this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Sections 5.5 and 5.6. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 5.4 other than its obligations under Sections 5.5 and 5.6.

5.5 Upon termination or expiration of this Agreement in accordance with Sections 5.2, 5.3 or 5.4:

5.5.1 Each Party shall continue to comply with its obligations set forth in Section 42; and

5.5.2 Each Party shall promptly pay all amounts owed under this Agreement or place any Disputed Amounts into an escrow account that complies with Section 8.4 hereof;

5.5.3 Each Party's confidentiality obligations shall survive; and

5.5.4 Each Party 's indemnification obligations shall survive.

5.6 If either Party serves notice of expiration pursuant to Section 5.2 or Section 5.4, SCC shall have ten (10) days to provide **SBC-13STATE** written confirmation if SCC wishes to pursue a successor agreement with **SBC-13STATE** or terminate its agreement. SCC shall identify the action to be taken on each applicable (13)

state(s). If SCC wishes to pursue a successor agreement with SBC-13STATE, SCC shall attach to its written confirmation or notice of expiration/termination, as applicable, a written request to commence negotiations with SBC-13STATE under Sections 251/252 of the Act and identify each of the state(s) the successor agreement will cover. Upon receipt of SCC's Section 252(a)(1) request, the Parties shall commence good faith negotiations on a successor agreement

5.7 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of (i) the effective date of its successor agreement, whether such successor agreement is established via negotiation, arbitration or pursuant to Section 252(i) of the Act; or (ii) the date that is ten (10) months after the date on which SBC-13STATE received SCC's Section 252(a)(1) request; provided, however, when a successor agreement becomes effective, the terms, rates and charges of such successor Agreement shall apply retroactively back to the date this Agreement is terminated or expires, whichever is later, and that the retro-active true-up shall be completed within 90 days following the effective date of such successor Agreement.

5.8 If at any time during the Section 252(a)(1) negotiation process (prior to or after the expiration date or termination date of this Agreement), SCC withdraws its Section 252(a)(1) request, SCC must include in its notice of withdrawal a request to adopt a successor agreement under Section 252(i) of the Act or affirmatively state that SCC does not wish to pursue a successor agreement with SBC-13STATE for a given state. The rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date SCC provides notice of withdrawal of its Section 252(a)(1) request. On the ninety-first (91) day following SBC-13STATE's receipt of SCC's notice of withdrawal of its Section 252(a)(1) request, unless SCC provided SBC-13STATE notice of a Section 252(i) adoption in the interim, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.

5.9 If SCC does not affirmatively state that it wishes to pursue a successor agreement with SBC-13STATE in its, as applicable, notice of expiration or termination or the written confirmation required after receipt of SBC-13STATE's notice of expiration or termination, then the rates, terms and conditions of this Agreement shall continue in full force and effect for a period of ninety (90) days after the date SCC provided or received notice of expiration or termination. On the ninety-first (91) day following SCC provided or received notice of expiration or termination, the Parties shall, subject to Section 5.5, have no further obligations under this Agreement.

5.10 In the event of termination of this Agreement pursuant to Section 5.9, SBC-13STATE and SCC shall cooperate in good faith to effect an orderly transition of service under this Agreement; provided that SCC shall be solely responsible (from a financial, operational and administrative standpoint) to ensure that its Telematics

Customers and 911 Call Routing Customers, as those terms are defined in Appendix 911, have been transitioned to a new provider by the expiration date, termination date of this Agreement.

6. END USER FRAUD

6.1 Neither Party shall be liable to the other party for any fraud associated with the other Party's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

6.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABS, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.

6.3 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 6.2 will include providing to the other Party, upon request, information concerning Customers who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

6.4 **SBC-AMERITECH, SBC-SWBT, PACIFIC, SNET** will provide notification messages to SCC on suspected occurrences of ABS-related fraud on SCC accounts stored in the applicable LIDB. **PACIFIC** will provide such alert messages by e-mail. **SBC-AMERITECH, SBC-SWBT and SNET** will provide via fax.

6.4.1 **SBC-SWBT (on behalf of itself and SNET) and PACIFIC** will use a Sleuth system to determine suspected occurrences of ABS-related fraud for SCC using the same criteria **SBC-SWBT and PACIFIC** use to monitor fraud on their respective accounts.

6.4.2 SCC understands that Sleuth alerts only identify potential occurrences of fraud. SCC understands and agrees that it will need to perform its own investigations to determine whether a fraud situation actually exists. SCC understands and agrees that it will also need to determine what, if any, action SCC should take as a result of a Sleuth alert.

6.4.3 The Parties will provide contact names and numbers to each other for the exchange of Sleuth alert notification information twenty-four (24) hours per day seven (7) days per week.

6.4.4 For each alert notification provided to SCC, SCC may request a corresponding thirty-day (30-day) historical report of ABS-related query processing. SCC may request up to three reports per alert.

6.5 In SBC-SWBT and PACIFIC ABS-related alerts are provided to SCC at no additional charge, except as related in 6.6 below.

6.5.1 In PACIFIC, 1+ IntraLATA toll fraud alerts are offered for Resale only under the product name Traffic Alert Referral Service (TARS). For TARS, SCC agrees to pay a recurring usage rate as outlined in Appendix Pricing.

6.6 Traffic Alert Referral Service ("TARS") 1+ Intra-LATA Toll Fraud Monitoring

6.6.1 For terms and conditions for TARS, see Appendix Resale.

6.6.2 TARS is offered in PACIFIC only.

7. DEPOSITS (SBC-12STATE)

7.1 The deposit requirements set forth in this Section 7 apply to the Resale Services and Network Elements furnished under this Agreement. Where SCC furnishes both Resale Services and Network Elements in one (1) state under this Agreement, SCC shall make two (2) separate deposits for that state, each calculated separately as set forth below in Sections 7.2 through 7.10, inclusive.

7.2 If SCC has not established a minimum of twelve (12) consecutive months good credit history with all telephone company affiliates of SBC (that is, AMERITECH, NEVADA, PACIFIC, SNET and SWBT) where SCC is doing or has done business as a local service provider, SCC shall remit an initial cash deposit to SBC-12STATE prior to the furnishing of Resale Services or Network Elements in each state under this Agreement. The deposit required by the previous sentence shall be determined as follows:

7.2.1 for NEVADA, PACIFIC and SWBT, if immediately prior to the Effective Date, SCC was not operating as a Local Service Provider in a state covered by this Agreement, the initial deposit for that state shall be in the amount of $17,000; or

7.2.2 for NEVADA, PACIFIC and SWBT, if immediately prior to the Effective Date, SCC was operating as a Local Service Provider in a state covered by this Agreement, the deposit for that state shall be in the amount calculated using the method set forth in Section 7.7 of this Agreement; or

7.2.3 for SBC-AMERITECH, subject to external credit check verification and/or financial statement review, SBC-AMERITECH may require two (2) to four (4) months of projected average monthly billings as a deposit.

7.2.4 If SCC has established a minimum of twelve (12) consecutive months good credit history with all ILEC Affiliates of SBC (that is, AMERITECH, NEVADA, PACIFIC, SNET and SWBT) with which SCC is doing or has done business as a Local Service Provider, SBC-12STATE shall waive the initial deposit requirement; provided, however, that the terms and conditions set forth in Section 7.1 through Section 7.10 of this Agreement shall continue to apply in each state for the Term. In determining whether SCC has established a minimum of twelve (12) consecutive months good credit history with each ILEC Affiliate of SBC with which SCC is doing or has done business, SCC's payment record with each ILEC Affiliate of SBC for the most recent twelve (12) months occurring within the twenty-four (24) month period immediately prior to the Effective Date shall be considered.

7.3 Any cash deposit for one state shall be held by SBC-12STATE as a guarantee of payment of charges billed to SCC, provided, however, SBC-12STATE may exercise its right to credit any cash deposit to SCC's account upon the occurrence of any one of the following events:

7.3.1 when SBC-12STATE sends SCC the second delinquency notification for that state during the most recent twelve (12) months; or

7.3.2 when SBC-12STATE suspends SCC's ability to process orders in accordance with Section 9.6.1.1; or

7.3.3 when SCC files for protection under the bankruptcy laws; or

7.3.4 when an involuntary petition in bankruptcy is filed against SCC and is not dismissed within sixty (60) days; or

7.3.5 when this Agreement expires or terminates; or

7.3.6 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC-12STATE shall credit any cash deposit to SCC's account so long as SCC has not been sent more than one delinquency notification letter for that state during the most recent twelve (12) months.

7.3.7 For the purposes of this Section 7.3, interest will be calculated as specified in Section 8.1 and shall be credited to SCC's account at the time that the cash deposit is credited to SCC's account.

7.4 So long as SCC maintains timely compliance with its payment obligations, SBC-12STATE will not increase the deposit amount required. If SCC fails to maintain timely compliance with its payment obligations, SBC–12STATE reserves the right to require additional deposit(s) in accordance with Section 7.1 and Section 7.5 through Section 7.10.

7.5 If during the first six (6) months of operations in a state under this Agreement, SCC has been sent one delinquency notification letter by SBC-12STATE, the deposit amount for that state shall be re-evaluated based upon SCC's actual billing totals and shall be increased if SCC's actual billing average:

7.5.1 for NEVADA, PACIFIC or SWBT for a two (2) month period exceeds the deposit amount held; or

7.5.2 for AMERITECH for a two (2) to four (4) month period exceeds the deposit amount held.

7.6 Throughout the Term, any time SCC has been sent two (2) delinquency notification letters for any one state by SBC-12STATE, the deposit amount for that state shall be re-evaluated based upon SCC's actual billing totals and shall be increased if SCC's actual billing average:

7.6.1 or NEVADA, PACIFIC or SWBT for a two (2) month period exceeds the deposit amount held; or

7.6.2 for AMERITECH for a two (2) to four (4) month period exceeds the deposit amount held.

7.7 Whenever a deposit is re-evaluated as specified in Section 7.5 or Section 7.6, such deposit shall be calculated in an amount equal to the average billing to SCC for that state for a two (2) to four (4) month period. The most recent three (3) months billing on all of SCC's CBAs/ESBAs/ASBS ("CBA" is utilized in SWBT only; "ESBA" is utilized in PACIFIC and NEVADA only; "ASBS" is utilized in AMERITECH only) and BANs for Resale Services or Network Elements within that state shall be used to calculate SCC's monthly average.

7.7.1 In SBC-7STATE only, after calculating the amount equal to the average billing to SCC for that state for a two (2) month period, add the amount of any charges that would be applicable to transfer all of SCC's then-existing End-Users of Resale Services to SBC-7STATE in the event of SCC's disconnection for non-payment of charges. The resulting sum is the amount of the deposit.

7.8 Whenever a deposit is re-evaluated as specified in Section 7.5 and Section 7.6, SCC shall remit the additional deposit amount to SBC-12STATE within thirty (30) calendar days of receipt of written notification from SBC-12STATE requiring such deposit. If SCC fails to furnish the required deposit within thirty (30) calendar days of receipt of written notice requesting such deposit, SBC-12STATE shall begin the process set forth in Section 9 of this Agreement for that state. If SCC continues to fail to furnish the required deposit at the expiration of the fourteen (14) calendar days specified in Section 9.3 of this Agreement, then SBC-12STATE shall begin the procedure(s) set forth in Sections 9.5 and 9.6 of this Agreement for that state.

7.9 The cash deposit requirement may be satisfied in whole or in part with an irrevocable bank letter of credit acceptable to SBC-7STATE. No interest shall be paid by SBC-7STATE for any portion of the deposit requirement satisfied by an irrevocable bank letter of credit. SBC-7STATE may demand payment from the issuing bank of any irrevocable bank letter of credit upon the occurrence of any of the events listed in Section 7.3.1 through 7.3.4.

7.10 The fact that SBC-12STATE holds either a cash deposit or irrevocable bank letter of credit does not relieve SCC from timely compliance with its payment obligations under this Agreement.

7.11 For deposit requirements for SNET, see the applicable DPUC ordered tariff.

8. BILLING AND PAYMENT OF CHARGES

8.1 Unless otherwise stated, each Party will render monthly bill(s) to the other for Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided hereunder at the rates set forth in the applicable Appendix Pricing, as set forth in applicable tariffs or other documents specifically referenced herein and, as applicable, as agreed upon by the Parties or authorized by a Party.

8.1.1 Remittance in full of all bills rendered by SBC-AMERITECH, SBC-SWBT and PACIFIC is due within thirty (30) days of each bill date (the **"Bill Due Date"**) and shall be paid in accordance with the terms of Section 8.3 of this Agreement.

8.1.2 Remittance in full of all bills rendered by NEVADA is due in accordance with the terms set forth in the Commission C2-A Tariff, with the date on which amounts are due referred to herein as the **"Bill Due Date"**.

8.1.3 Remittance in full of all bills rendered by SNET is due in accordance with the terms set forth in the Connecticut Access Service Tariff approved by the DPUC, with the date on which amounts are due referred to herein as the **"Bill Due Date"**.

8.1.4 Remittance in full of all bills rendered by SCC is due within thirty (30) days of each bill date (the **"Bill Due Date"**).

8.1.5 If SCC fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received from SCC after the Bill Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to SBC-13STATE as of the Bill Due Date (individually and collectively, **"Past Due"**), then a late payment charge shall be assessed as provided in Sections 8.1.5.1 through 8.1.5.3, as applicable.

8.1.5.1 If any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than the SBC-SWBT Customer Records Information System (CRIS) is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid at the lesser of (i) the rate used to compute the Late Payment Charge in the applicable SBC-8STATE intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available. The method and timing for application of interest to any charge incurred under this Agreement that is billed out of any SBC-8STATE billing system other than SBC-SWBT's CRIS shall comply with the process set forth in the applicable SBC-8STATE intrastate access services tariff for that state.

8.1.5.2 If any charge incurred under this Agreement that is billed out of SBC-SWBT's CRIS is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid. The interest rate applied to SBC-SWBT CRIS-billed Past Due unpaid amounts shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC-SWBT intrastate retail Commission-approved tariff governing Late Payment Charges to SBC-SWBT's retail End Users that are business End Users in that state and (ii) the highest rate of interest that may be charged under Applicable Law.

8.1.5.3 If any charge incurred under this Agreement that is billed out of any SBC-AMERITECH billing system is Past Due, the unpaid amounts shall accrue interest from the Due Date at the lesser of (i) one and one-half percent (1 ½%) per month and (ii) the highest rate of interest that may be charged under Applicable

Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.2 If any charge incurred by SBC-12STATE under this Agreement is Past Due, the unpaid amounts shall bear interest from the Bill Due Date until paid. The interest rate applied shall be the lesser of (i) the rate used to compute the Late Payment Charge contained in the applicable SBC-12STATE's intrastate access services tariff in that state and (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the Bill Due Date to and including the date that the payment is actually made and available.

8.3 SCC shall make all payments to SBC-12STATE via check with immediately available funds so that SBC-12STATE shall receive such payment no later than the Billing Due Date of each bill. If SBC-12STATE issues two late payment notices, as provided herein, within a twelve month period to SCC, SCC shall immediately begin electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SBC-12STATE. If SCC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network, and SCC shall use the CCD+ or the CTX transaction set. SCC and SBC-12STATE shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer or payment to SBC-12STATE shall be received by SBC-12STATE no later than the Bill Due Date of each bill or Late Payment Charges will apply. SBC-12STATE shall not be liable for any delays in receipt of funds or errors in entries caused by SCC or Third Parties, including SCC's financial institution. SCC is responsible for its own banking fees.

8.3.1 SCC shall make all payments to SNET in "immediately available funds." All payments to SNET shall be made using one of the methods set forth in the Connecticut Access Service Tariff approved by the CT-DPUC, via check with immediately available funds or via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by SNET. If SCC makes payment through funds transfer via the ACH network, remittance information will be communicated together with the funds transfer via the ACH network. If SCC makes payment through funds transfer via the ACH network, SCC shall use the CCD+ or the CTX transaction set. SCC and SNET shall abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each payment shall be received by SNET no later than the Bill Due Date of each bill or Late Payment Charges will apply. SNET shall not be liable for any delays in receipt of funds or errors in entries caused by SCC or Third Parties, including SCC's financial institution. SCC is responsible for its own banking fees.

8.4 If any portion of an amount due to a Party (the **"Billing Party"**) for Resale Services or Network Elements under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the **"Non-Paying Party"**) shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes **("Disputed Amounts")** and include in such written notice the specific details and reasons for disputing each item listed in Section 10.4.1. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party, and (ii) all Disputed Amounts into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties. To be acceptable, the Third Party escrow agent must meet all of the following criteria:

8.4.1 The financial institution proposed as the Third Party escrow agent must be located within the continental United States;

8.4.2 The financial institution proposed as the Third Party escrow agent may not be an Affiliate of either Party; and

8.4.3 The financial institution proposed as the Third Party escrow agent must be authorized to handle Automatic Clearing House (ACH) (credit transactions) (electronic funds) transfers.

8.4.3 In addition to the foregoing requirements for the Third Party escrow agent, the disputing Party and the financial institution proposed as the Third Party escrow agent must agree that the escrow account will meet all of the following criteria:

8.4.3.1 The escrow account must be an interest bearing account;

8.4.3.2 All charges associated with opening and maintaining the escrow account will be borne by the disputing Party;

8.4.4.3 That none of the funds deposited into the escrow account or the interest earned thereon may be subjected to the financial institution's charges for serving as the Third Party escrow agent;

8.4.4.4 All interest earned on deposits to the escrow account shall be disbursed to the Parties in the same proportion as the principal; and

8.4.4.5 Disbursements from the escrow account shall be limited to those:

8.4.4.5.1 authorized in writing by both the disputing Party and the Billing Party (that is, signature(s) from representative(s) of the disputing Party only are not

sufficient to properly authorize any disbursement); or

8.4.4.5.2 made in accordance with the final, non-appealable order of the arbitrator appointed pursuant to the provisions of Section 10.7; or

8.4.4.5.3 made in accordance with the final, non-appealable order of the court that had jurisdiction to enter the arbitrator's award pursuant to Section 10.7.

8.5 Disputed Amounts in escrow shall be subject to Late Payment Charges as set forth in Sections 8.1 and 8.2.

8.6 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provisions set forth in Section 10.

8.7 If the Non-Paying Party disputes any charges for Resale Services or Network Elements and any portion of the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:

8.7.1 the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;

8.7.2 within fifteen (15) calendar days after resolution of the Dispute, the portion of the escrowed Disputed Amounts resolved in favor of the Non-Paying Party shall be released to the Non-Paying Party, together with any accrued interest thereon;

8.7.3 within fifteen (15) calendar days after resolution of the Dispute, the portion of the Disputed Amounts resolved in favor of the Billing Party shall be released to the Billing Party, together with any accrued interest thereon; and

8.7.4 no later than the third Bill Due Date after the resolution of the dispute regarding the Disputed Amounts, the Non-Paying Party shall pay the Billing Party the difference between the amount of accrued interest such Billing Party received from the escrow disbursement and the amount of Late Payment Charges such Billing Party is entitled to receive pursuant to Sections 8.1 and 8.2.

8.8 Failure by the Non-Paying Party to pay any charges determined to be owed to the Billing Party within the time specified in Section 8.6 shall be grounds for termination of this Agreement.

8.9 Exchange of Billing Message Information

8.9.1 SBC-13 STATE will provide SCC a specific Daily Usage File (**"DUF" or "Usage Extract"**) for Resale Services and Network Element usage sensitive services provided hereunder (**"Customer Usage Data"**). Such Customer Usage Data shall be provided by SBC-13STATE in accordance with Exchange Message Interface (EMI) guidelines supported by OBF. Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation for each ILEC. The DUF shall include (i) specific daily usage, including both Local Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with each Resale Service and Network Element to the extent that similar usage sensitive information is provided to retail End Users of SBC-13STATE within that state, (ii) with sufficient detail to enable SCC to bill its End Users for usage sensitive services furnished by SBC-13STATE in connection with Resale Services and Network Elements provided by SBC-13STATE. Procedures and processes for implementing the interfaces with SBC-AMERITECH, PACIFIC, NEVADA, SNET, and SBC-SWBT will be included in implementation requirements documentation.

8.9.2 To establish file transmission for the DUF, SCC must provide a separate written request for each state to SBC-AMERITECH, PACIFIC, NEVADA, SNET and SBC-SWBT no less than sixty (60) calendar days prior to the desired first transmission date for each file.

8.9.3 Call detail for LEC-carried calls that are alternately billed to SCC End Users will be forwarded to SCC as rated call detail on the DUF.

8.9.4 SBC-SWBT shall bill SCC for DUF furnished by SBC-SWBT in accordance with the price(s) provided in the applicable Appendix Pricing under "Electronic Billing Information."

8.9.5 Interexchange call detail on Resale Services or Network Elements (ports) that is forwarded to SBC-13STATE for billing, which would otherwise be processed by SBC-13STATE for its retail End Users, will be returned to the IXC and will not be passed through to SCC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services and Network Elements (ports) will be passed through when SBC-13STATE records the message.

8.9.6 SBC-AMERITECH, NEVADA and PACIFIC Ancillary Services messages originated on or billed to a Resale Service or Network Element (port) in those seven (7) states shall be subject to the rates, terms and conditions of Appendix MESSAGE EXCHANGE.

8.9.7 SCC shall be responsible for providing all billing information to each of its Telematics Customers and 911 Call Routing Customers, as those terms are defined in Appendix 911, regardless of the method used to provision such customer's service.

9. NONPAYMENT AND PROCEDURES FOR DISCONNECTION

9.1 Unless otherwise specified therein, Sections 9.1, 9.2, 9.3, 9.4 and 9.5 shall apply to all charges billed for all services Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement. Section 9.6 shall apply only to Resale Services and Network Elements furnished under this Agreement.

9.1.1 If a Party is furnished services under the terms of this Agreement in more than one (1) state, Sections 9.1 through 9.7, inclusive, shall be applied separately for each such state.

9.2 Failure to pay charges may be grounds for termination of this Agreement. If a Party fails to pay by the Bill Due Date, any and all charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges **("Unpaid Charges")**, and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.

9.2.1 With respect to Resale Services and Network Elements, SBC-13STATE will notify SCC of any Unpaid Charges that remain unpaid fifteen (15) calendar days after the Bill Due Date and that SCC must remit payment within fourteen (14) calendar days following receipt of SBC-13STATE's notice.

9.3 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take all of the following actions not later than fourteen (14) calendar days following receipt of the Billing Party's notice of Unpaid Charges:

9.3.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed **("Disputed Amounts")** and

the specific details listed in Section 10.4.1 of this Agreement, together with the reasons for its dispute; and

9.3.2 immediately pay to the Billing Party all undisputed Unpaid Charges; and

9.3.3 pay all Disputed Amounts relating to Resale Services and Network Elements into an interest bearing escrow account that complies with the requirements set forth in Section 8.4.

9.3.4 With respect to Resale Services and Network Elements, evidence that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 8.4 and deposited a sum equal to the Disputed Amounts into that account must be furnished to the Billing Party before the Unpaid Charges will be deemed to be "disputed" under Section 10 of this Agreement.

9.4 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 10.

9.5 **SBC-AMERITECH only**

9.5.1 Notwithstanding anything to the contrary herein, if the Non-Paying Party fails to (i) pay any undisputed amounts by the Bill Due Date, (ii) pay the disputed portion of a past due bill into an interest-bearing escrow account with a Third Party escrow agent, (iii) pay any revised deposit or (iv) make a payment in accordance with the terms of any mutually agreed upon payment arrangement, the Billing Party may, in addition to exercising any other rights or remedies it may have under Applicable Law, provide written demand to the Non-Paying Party for failing to comply with the foregoing. If the Non-Paying Party does not satisfy the written demand within five (5) Business Days of receipt, the Billing Party may exercise any, or all, of the following options:

9.5.1.1 assess a late payment charge and where appropriate, a dishonored check charge;

9.5.1.2 require provision of a deposit or increase an existing deposit pursuant to a revised deposit request;

9.5.1.3 refuse to accept new, or complete pending, orders; and/or

9.5.1.4 discontinue service.

9.5.2 Notwithstanding anything to the contrary in this Agreement, the Billing Party's exercise of any of the above options:

9.5.2.1 shall not delay or relieve the Non-Paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and

9.5.2.2 Sections 9.5.1.3 and 9.5.1.4 shall exclude any affected order or service from any applicable performance interval or Performance Benchmark.

9.5.3 Once disconnection has occurred, additional charges may apply.

9.6 **SBC-7STATE only**

9.6.1 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed twenty-nine (29) calendar days past the Bill Due Date of such Unpaid Charges, the Billing Party shall notify the Non-Paying Party in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within sixteen (16) calendar days following the Non-Paying Party's receipt of such notice, the Resale Services and/or Network Elements furnished to the Non-Paying Party under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) shall be disconnected. This notice shall further specify that the Billing Party shall cause any of Non-Paying Party's End Users provisioned through Resale Services to be defaulted to the Billing Party's local service.

9.6.1.1 On the same day that it sends the letter required by Section 9.6.1, the Billing Party will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from the Non-Paying Party for any Resale Service or Network Element that could be furnished under this Agreement.

9.6.1.2 Section 9.6.1.1 shall exclude any affected order for Resale Services or Network Elements from any applicable performance interval and computation of any Performance Measurement.

9.6.2 If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed forty (40) calendar days past the Bill Due Date of the Unpaid Charges, the Non-Paying Party shall, at its sole expense, notify its End Users and the Commission that the End Users' service may be disconnected due to the Non-Paying Party's failure to pay Unpaid Charges, and that its End Users must affirmatively select a new provider within five (5) calendar days. This notice shall also advise the Non-Paying Party's End Users provisioned through Resale Services that the Billing Party will transfer provisioning of the End User's account to the Billing Party at the

end of the five (5) calendar day period should the Resale End User fail to select a new provider in the interim.

9.6.3 If any Unpaid Charges for Resale Services or Network Elements furnished to SCC under this Agreement remain unpaid and undisputed forty-five (45) calendar days past the Bill Due Date of such Unpaid Charges, the Billing Party shall disconnect such Resale Services and/or Network Elements.

9.6.3.1 On the same date that these Resale Services are disconnected, the Billing Party shall cause such End Users provisioned through Resale Services to be transferred directly to the Billing Party's local service. To the extent available at retail from the Billing Party, the Resale End Users transferred to the Billing Party's local service shall receive the same services provided through the Non-Paying Party immediately prior to the time of transfer; provided, however, the Billing Party reserves the right to toll restrict (both interLATA and intraLATA) such transferred End Users.

9.6.3.2 Applicable conversion charges and service establishment charges for transferring End Users from the Non-Paying Party to the Billing Party as specified in this Section 9.6 shall be billed to the Non-Paying Party.

9.6.3.3 The Billing Party shall inform the Commission of the names of all Resale End Users transferred through this process.

9.6.4 Within five (5) calendar days of the transfer, the Billing Party shall notify all transferred Resale End Users that because of the Non-Paying Party's failure to pay the Billing Party, their service is now being provided by the Billing Party. The Billing Party shall also notify each transferred Resale End User that the End User has thirty (30) calendar days to select a new provider.

9.6.5 In **SWBT-KS**, within twenty (20) days of transfer, the Billing Party shall again notify all transferred Resale End Users who have not exercised their option to select a new provider that because of the Non-Paying Party's failure to pay the Billing Party, their service is now being provided by the Billing Party. The Billing Party shall also notify the End Users that they have fifteen (15) days to select a provider.

9.6.6 If any End User transferred to the Billing Party's local service pursuant to Section 9.6.3 of this Agreement fails to select a new provider within thirty (30) calendar days of the transfer to the Billing Party's local service, the Billing Party shall terminate the transferred End User's service.

9.6.6.1 The transferred End User shall be responsible for any and all charges incurred during the selection period.

9.6.6.2 The Billing Party shall notify the Commission of the names of all transferred End Users whose service has been terminated pursuant to this Section 9.6.5.

9.6.7 The Billing Party may discontinue service to the Non-Paying Party as provided in Section 9.6.3 and shall have no liability to the Non-Paying Party or the Non-Paying Party's End Users in the event of such disconnection or any transfer of Resale End Users to the Billing Party's service in connection with such disconnection.

9.6.8 Nothing in this Agreement shall be interpreted to obligate the Billing Party to continue to provide service to any transferred End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights the Billing Party has with regard to such transferred End Users under Applicable Law; provided, however,

9.6.8.1 in **PACIFIC** only, following expiration of the selection period and disconnection of such transferred End Users, where facilities permit, the Billing Party will furnish transferred and subsequently disconnected residential End Users with "quick dial tone."

9.6.9 Once the letter required by Section 9.6.1 has been sent to the Non-Paying Party, the Billing Party shall not accept any order (other than a disconnect order) relating to Resale Services, Network Elements, functions, facilities, products, and services from the Non-Paying Party until

9.6.9.1 All Unpaid Charges are paid, and

9.6.9.2 The Non-Paying Party has furnished the Billing Party a cash deposit calculated pursuant to the terms and conditions of Section 7.

9.7 **SNET only**

9.7.1 For nonpayment and procedures for disconnection for **SNET**, see the applicable **DPUC** ordered tariff.

10. DISPUTE RESOLUTION

10.1 Finality of Disputes

10.1.1 Except as otherwise specifically provided for in this Agreement, no claim may be brought for any dispute arising from this Agreement more than twenty-four (24) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

10.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges for which the Bill Due Date occurred within the twelve (12) months immediately preceding the date on which the other Party received notice of such Disputed Amounts.

10.2 Alternative to Litigation

10.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

10.3 Commencing Dispute Resolution

10.3.1 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or claim arising out of or relating to this Agreement or its breach. No Party may pursue any claim unless such written notice has first been given to the other Party. There are three (3) separate Dispute Resolution methods:

10.3.1.1 Service Center (**SBC-AMERITECH**), LSC (**SBC-7STATE**), or LEC-C (**SNET**);

10.3.1.2 Informal Dispute Resolution; and

10.3.1.3 Formal Dispute Resolution,

each of which is described below.

10.4 LSC/Service Center/LEC-C Dispute Resolution -the following Dispute Resolution procedures will apply with respect to any billing dispute arising out of or relating to the Agreement when **SBC-13STATE** is the Billing Party. When SCC is the Billing Party, any dispute arising out of or relating to the Agreement shall be governed exclusively by the Dispute Resolution procedures set forth in sections 10.5, 10.6, and 10.7.

10.4.1 If the written notice given pursuant to Section 10.3 discloses that a dispute relates to billing and **SBC-13STATE** is the Billing Party, then the

procedures set forth in this Section 10.4 shall be used and the dispute shall first be referred to the appropriate service center [SBC-AMERITECH Service Center; SBC-7STATE Local Service Center (LSC); SNET Local Exchange Carrier Center (LEC-C)] for resolution. In order to resolve a billing dispute, SCC shall furnish SBC-13STATE written notice of (i) the date of the bill in question, (ii) CBA/ESBA/ASBS or BAN number of the bill in question, (iii) telephone number, circuit ID number or trunk number in question, (iv) any USOC information relating to the item questioned, (v) amount billed and (vi) amount in question and (vii) the reason that SCC disputes the billed amount. Failure to provide the information and evidence required by this Section 10.4.1 not later than twenty-nine (29) days following the Bill Due Date shall constitute SCC's irrevocable and full waiver of its right to dispute the subject charges.

10.4.2 The Parties shall attempt to resolve Disputed Amounts appearing on SBC-13STATE's current billing statements thirty (30) to sixty (60) calendar days from the Bill Due Date (provided that SCC furnishes all requisite information and evidence under Section 10.4.1 by the Bill Due Date). If not resolved within thirty (30) calendar days, upon request, SBC-13STATE will notify SCC of the status of the dispute and the expected resolution date.

10.4.3 The Parties shall attempt to resolve Disputed Amounts appearing on statements prior to the current billing statement within thirty (30) to ninety (90) calendar days, but resolution may take longer depending on the complexity of the dispute. If not resolved within thirty (30) calendar days from the date notice of the Disputed Amounts was received (provided that SCC furnishes all requisite information and evidence under Section 10.4.1), SBC-13STATE will notify SCC of the status of the dispute and the expected resolution date.

10.4.4 If SCC is not satisfied by the resolution of the billing dispute under this Section 10.4, SCC may notify SBC-13STATE in writing that it wishes to invoke the Informal Resolution of Disputes afforded pursuant to Section 10.5 of this Agreement.

10.5 Informal Resolution of Disputes

10.5.1 Any notice of Disputed Amounts given by SBC-13STATE to SCC pursuant to Section 10.3 shall furnish SCC written notice of: (i) the date of the bill in question; (ii) the account number or other identification of the bill in question; (iii) any telephone number, circuit ID number or trunk number in question; (iv) any USOC (or other descriptive information) questioned; (v) the amount billed; (vi) the amount in question; and (vii) the reason that SBC-13STATE disputes the amount.

10.5.2 Upon receipt by one Party of notice of a dispute by the other Party pursuant to Section 10.3, Section 10.4.5, or Section 10.5.1,each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

10.6 Formal Dispute Resolution

10.6.1 If the Parties are unable to resolve the dispute through the informal procedure described in Section 10.5, then either Party may invoke the formal Dispute Resolution procedures described in this Section 10.6. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the letter initiating Dispute Resolution under Section 10.3.

10.6.2 Claims Subject to Mandatory Arbitration. The following claims, if not settled through informal Dispute Resolution, will be subject to mandatory arbitration pursuant to Section 10.7 below:

10.6.2.1 Each unresolved billing dispute involving one percent (1%) or less of the amounts charged to the Disputing Party under this Agreement in the state in which the dispute arises during the twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3. If the disputing Party has not been billed for a minimum of twelve (12) months immediately preceding receipt of the letter initiating Dispute Resolution under Section 10.3, the Parties will annualize the actual number of months billed.

10.6.3 Claims Subject to Elective Arbitration. Claims will be subject to elective arbitration pursuant to Section 10.7 if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed

with any remedy available to it pursuant to law, equity or agency mechanism.

10.6.4 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they will not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism.

10.6.4.1 Actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement.

10.6.4.2 Actions to compel compliance with the Dispute Resolution process.

10.6.4.3 All claims arising under federal or state statute(s), including antitrust claims.

10.7 Arbitration

10.7.1 Disputes subject to mandatory or elective arbitration under the provisions of this Agreement will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of telecommunications issues. Each arbitration will be held in **Dallas, Texas (SBC-SWBT); Chicago, Illinois (SBC-AMERITECH), San Francisco, California (PACIFIC); Reno, Nevada (NEVADA); or New Haven, CT (SNET)** as appropriate, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within sixty (60) calendar days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator will have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties will equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court

having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

11. AUDITS – Applicable in SBC-12STATE only

11.1 Subject to the restrictions set forth in Section 20 and except as may be otherwise expressly provided in this Agreement, a Party (the **"Auditing Party"**) may audit the other Party's (the **"Audited Party"**) books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement (**"service start date"**) for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

11.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) days after the start of such audit.

11.1.2 Such audit shall be conducted either by the Auditing Party's employee(s) or an independent auditor acceptable to both Parties; provided, however, if the Audited Party requests that an independent auditor be engaged and the Auditing Party agrees, the Audited Party shall pay one-quarter (1/4) of the independent auditor's fees and expenses. The Auditing Party shall only designate employees with the technical or subject matter and/or accounting or financial knowledge required to participate in such audits. The Auditing Party shall not designate any employees from the Auditing Party's sales or marketing departments. If an independent auditor is to be engaged, the Parties shall select an auditor by the thirtieth day following Audited Party's receipt of a written audit notice. Auditing Party shall cause the

independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

11.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party Proprietary Information that reveals the identity of End Users of Audited Party.

11.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

11.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 8.1 (depending on the SBC-13STATE Parties involved) and Section 8.2, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

11.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

11.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to

the requirements set out in Section 11.1. Any additional audit shall be at the requesting Party's expense. If the results of such additional audit are disputed, such dispute shall be resolved in accordance with Section 10.

11.2 Audits - SNET only

11.2.1 Except as provided in Appendix Compensation, SNET shall arrange for one (1) annual independent audit to be conducted by a "Big Six" independent public accounting firm or an accounting firm mutually agreed to by SNET, SCC and all other CLECs doing business with SNET under the terms of an agreement adopted pursuant to Sections 251 and 252 of the Act for the purpose of evaluating the accuracy of SNET's billing and invoicing.

11.2.2 SNET will cooperate fully with the independent auditor in such audit and provide reasonable access to any and all appropriate SNET employees, books, records and other documents reasonably necessary to perform the audit.

11.2.3 SNET shall promptly correct any billing error that is revealed in the audit, including making refund of any overpayment to SCC in the form of a credit on the invoice for the first full billing cycle after the audit report is issued; such refund shall include interest on the overpayment at the rate of eight percent (8%) per year. In the event that the audit reveals any underbilling and resulting underpayment to SNET by SCC, the underpayment shall be reflected in SCC's invoice for the first full billing cycle after the audit report is issued. SNET will not be entitled to recover interest on any underbilling to SCC revealed by the audit for the time preceding the amount appearing on SCC's bill from SNET, however, SNET shall be entitled to recover interest at the interest rate referenced in Section 8.1.5.1 on such underbilling and SCC shall pay interest for the number of days from the Bill Due Date of the bill on which such underbilling was rectified until the date on which payment is made and available to SNET.

12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

12.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INTERCONNECTION, RESALE SERVICES, NETWORK ELEMENTS, FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER SBC-13STATE NOR SCC

ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

13. LIMITATION OF LIABILITY

13.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SBC-13STATE or SCC has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed.

13.2 Except as otherwise expressly provided in specific appendices, in the case of any Loss alleged or claimed by a Third Party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

13.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users, customers, or Third Parties that relate to any Interconnection, Resale Services, Network Elements, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such End User, customer, or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the End User or Third Party for the Interconnection, Resale Services, Network Elements, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section 13.3.

13.4 Neither SCC nor SBC-13STATE shall be liable to the other Party for any Consequential Damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including negligence of any kind, whether active or passive (and including alleged breaches

of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Act or other statute), and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions; *provided that the foregoing shall not limit a Party's obligation under Section 14.2* to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, and Consequential Damages of such Third Party; provided, however, that nothing in this Section 13.4 shall impose indemnity obligations on a Party for any Loss or Consequential Damages suffered by a Party's End User in connection with any affected Interconnection, Resale Services, Network Elements, functions, facilities, products and services. Except as provided in the prior sentence, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Claim.

13.5 Neither Party shall be liable for damages to an End User's or customer's premises resulting from the furnishing of any Interconnection, Resale Services, Network Elements, functions, facilities, products or services, including, if applicable, the installation and removal of equipment and associated wiring, unless the damage is caused by a Party's gross negligence or willful misconduct. Neither Party guarantees nor makes any warranty with respect to Interconnection, Resale Services, Network Elements, functions, facilities, products or services when used in an explosive atmosphere.

13.6 SCC hereby releases **SBC-13STATE** from any and all liability for damages due to errors or omissions in SCC's customers' End User listing information as provided by SCC to **SBC-13STATE** under this Agreement, including any errors or omissions occurring in SCC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, Consequential, punitive or incidental damages.

13.7 **SBC-13 STATE** shall not be liable to SCC, its customer(s), the 911 calling party(ies), or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service and all equipment and data processing systems associated therewith.

13.8 This Section 13 is not intended to exempt any Party from all liability under this Agreement, but only to set forth the scope of liability agreed to and the type of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the Interconnection, Resale Services, Network Elements, functions, facilities, products and services available hereunder, and no different pricing reflecting different costs and different limits of liability was agreed to.

violated by such Interconnection or unbundling and/or combining of Network Elements (including combining with SCC's Network Elements) in SBC-13STATE's network or SCC's use of other functions, facilities, products or services furnished under this Agreement. Any licenses or warranties for Intellectual Property rights associated with unbundled network elements are vendor licenses and warranties and are a part of the Intellectual Property rights SBC-13STATE agrees in Section 14.5.1.1 to use its best efforts to obtain.

14.5.3 Neither Party does or shall indemnify, defend or hold the other Party harmless, nor be responsible for indemnifying or defending, or holding the other Party harmless, for any Claims or Losses for actual or alleged infringement of any Intellectual Property right or interference with or violation of any contract right that arises out of, is caused by, or relates to Interconnection and unbundling and/or combining Network Elements or use of other functions, facilities, products or services furnished under this Agreement. Any indemnities for Intellectual Property rights associated with unbundled network elements shall be vendor's indemnities and are a part of the Intellectual Property rights SBC-13STATE agrees in Section 14.5.1.1 to use its best efforts to obtain.

14.6 The Parties shall reimburse each other for damages to their facilities utilized to provide Interconnection or Unbundled Network Elements hereunder caused by the negligence or willful act of the other Party, its agents or subcontractors or the other Party's End User or resulting from the other Party's improper use of the facilities, or due to malfunction of any facilities, functions, products, services or equipment provided by any person or entity other than a Party. Upon reimbursement for damages, the Parties will cooperate with each other in prosecuting a claim against the person causing such damage. The Party not suffering damage to its facilities shall be subrogated to the right of recovery by the other Party for the damages to the extent of such payment.

14.7 Indemnification Procedures

14.7.1 Whenever a claim shall arise for indemnification under this Section 14, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

14.7.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice

to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

14.7.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.

14.7.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.

14.7.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.

14.7.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

14.7.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.

14.7.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified

Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

14.7.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Section 20.

15. REMEDIES

15.1 Attachment Performance Measures provides monetary payments for failure to meet specified performance standards. The provisions of that Attachment constitute the sole obligation of SBC-13STATE to pay damages or financial penalties for failure to meet specified performance standards identified in such Attachment and all other Attachments to this Agreement.

15.2 Except as otherwise provided in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under Applicable Law or otherwise.

16. INTELLECTUAL PROPERTY

16.1 Any Intellectual Property that originates from or is developed by a Party shall remain in the exclusive ownership of that Party.

17. NOTICES

17.1 Subject to Section 17.2, notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be

17.1.1 delivered personally;

17.1.2 delivered by express overnight delivery service;

17.1.3 mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or

17.1.4 delivered by facsimile; provided that a paper copy is also sent by a method described in (a), (b) or (c) of this Section 17.

17.1.5 Notices will be deemed given as of the earliest of:

17.1.5.1 the date of actual receipt,

17.1.5.2 the next Business Day when sent via express overnight delivery service,

17.1.5.3 five (5) days after mailing in the case of first class or certified U.S. Postal Service, or

17.1.5.4 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

17.1.6 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	SCC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Gary A. Klug, Director – Regulatory Compliance	Contract Administration ATTN: Notices Manager
STREET ADDRESS	6285 Lookout Road	311 S. Akard, 9th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Boulder, CO 80301	Dallas, TX 75202-5398
FACSIMILE NUMBER	303-581-0900	214-464-2006

17.1.7 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.

17.2 SBC-8STATE communicates official information to CLECs via its Accessible Letter notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

17.3 In the SBC-8STATES, SCC may elect in writing to receive Accessible Letter notification via electronic mail ("e-mail") distribution, either in lieu of or in addition to United States Postal Service (postage prepaid) distribution. SCC acknowledges that United States Postal Service (postage prepaid) delivery will

delay receipt of the information for a minimum of three (3) to five (5) days from the date the information is made available via e-mail. Accessible Letter notification via e-mail will be deemed given as of the earlier of the date of actual receipt and the date set forth on the e-mail receipt.

17.4 In SBC-8STATE, SCC may designate an unlimited number of recipients for Accessible Letter notification via e-mail, but SCC is limited to designating a maximum of four (4) recipients (in addition to the SCC contact designated in Section 17.1) for Accessible Letter notification via United States Postal Service (postage prepaid).

17.5 In SBC-8STATE, SCC shall submit a completed Notices/Accessible Letter Recipient Change Request Form (available on the applicable SBC-8STATE's CLEC Handbook website) to the individual specified on that form to designate in writing each individual (other than the SCC contact designated in Section 17.1) to whom SCC requests Accessible Letter notification be sent, whether via e-mail or United States Postal Service. SCC shall submit a completed Notices / Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any SCC recipient of Accessible Letters (other than the SCC contact designated in Section 17.1). Any completed Notices/Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) days following receipt by SBC-8STATE.

17.6 **SBC-SWBT only:**

17.6.1 SBC-SWBT shall provide a facsimile number to SCC for the submission of requests for Resale Services and Network Elements under this Agreement; SCC shall provide SBC-SWBT with a facsimile number for notices from SBC-SWBT relating to requests for Resale Services and Network Elements under this Agreement.

17.7 **SBC-AMERITECH only:**

17.7.1 SBC-AMERITECH communicates official information to CLECs via its TCNet notification process. This process covers a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing products/services; and operational issues.

18. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

18.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its

employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

18.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

19. NO LICENSE

19.1 Except at otherwise expressly provided in this Agreement, no license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20. CONFIDENTIALITY

20.1 All information, including specifications, microfilm, photocopies, magnetic disks, magnetic tapes, audit information, models, system interfaces, forecasts, computer programs, software, documentation, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data shall be deemed "Confidential" or "Proprietary" (**collectively "Proprietary Information"**) if:

20.1.1 Furnished or made available or otherwise disclosed by one Party (the **"Disclosing Party"**) or its agent, employee, representative or Affiliate to the other Party (the **"Receiving Party"**) or its agent, employee, representative or Affiliate dealing with End User-specific, customer-specific, facility-specific, or usage-specific information, other than End User information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or for such other purposes as mutually agreed upon;

20.1.2 In written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary;"; or

20.1.3 Communicated orally and declared to the Receiving Party at the time of delivery to be "Confidential" or "Proprietary", and which shall be

summarized in writing and marked "Confidential" or "Proprietary" and delivered to the Receiving Party within ten (10) days following such disclosure; and

20.1.4 Any portion of any notes, analyses, data, compilations, studies, interpretations or other documents prepared by any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in this Section 20, unless such information contained or reflected in such notes, analyses, etc. is so commingled with the Receiving Party's information that disclosure could not possibly disclose the underlying proprietary or confidential information (such portions of such notes, analyses, etc. referred to herein as **"Derivative Information"**).

20.2 Proprietary Information Shall be Held in Confidence

20.2.1 Each Receiving Party agrees that:

(a) all Proprietary Information communicated to it or any of its agents, employees, representatives and Affiliates in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information of like importance; provided that such Receiving Party and its agents, employees, representatives and Affiliates shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

(b) it will not, and it will not permit any of its agents, employees, representatives and Affiliates to disclose such Proprietary Information to any Third Party;

(c) it will disclose Proprietary Information only to those of its agents, employees, representatives and Affiliates who have a need for it in connection with the use or provision of any services required to fulfill this Agreement; and

(d) it will, and will cause each of its agents, employees, representatives and Affiliates, to use such Proprietary Information only to perform its obligations under this Agreement or to use services provided by the Disclosing Party hereunder and for no other purpose, including its own marketing purposes.

20.2.2 A Receiving Party may disclose Proprietary Information of a Disclosing Party to the Receiving Party's agents, employees, representatives and Affiliates who need to know such information to perform their obligations

under this Agreement; provided that before disclosing any Proprietary Information to any agent, employee, representative or Affiliate, the Receiving Party shall notify such agent, employee, representative or Affiliate of such Party's obligation to comply with this Agreement. Any Receiving Party so disclosing Proprietary Information shall be jointly and severally liable for any breach of this Agreement by any of its agents, employees, representatives and Affiliates and such Receiving Party agrees, at its sole expense, to use its reasonable efforts (including court proceedings) to restrain its agents, employees, representatives and Affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect. A Disclosing Party shall not disclose Proprietary Information directly to an agent, employee, representative or Affiliate of the Receiving Party without the prior written authorization of the Receiving Party.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent (i) necessary to comply with the provisions of Section 20.5 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

20.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

20.3.1 Was at the time of receipt, already known to the Receiving Party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party; or

20.3.2 Is, or becomes publicly known through no wrongful act of the Receiving Party; or

20.3.3 Is rightfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; provided that such Receiving Party has exercised commercially reasonable efforts to determine whether such Third Party has any such obligation; or

20.3.4 Is independently developed by an agent, employee representative or Affiliate of the Receiving Party and such Party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

20.3.5 Is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights; or

20.3.6 Is approved for release by written authorization of the Disclosing Party, but only to the extent of the authorization granted; or

20.3.7 Is required to be made public by the Receiving Party pursuant to Applicable Law or regulation, provided that such production or disclosure shall have been made in accordance with Section 20.5.

20.4 Disclosure of Proprietary Information to a Governmental Authority

20.4.1 If a Receiving Party is required by any Governmental Authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible, and in no event later than five (5) calendar days after receipt of such requirement, and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.4 with respect to all or part of such requirement.

20.4.2 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.4. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary information, including cooperating with the Disclosing Party to obtain an appropriate order for protective relief or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.5 If the Receiving Party wishes to disclose or provide to a Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, the Receiving Party shall not make such disclosure of Proprietary Information except in strict accordance with Section 20.4.1.

20.6 Return of Proprietary Information

20.6.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party,

either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.6.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

20.6.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to continue to treat such Proprietary Information in the manner required by this Agreement.

20.7 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement and each Party's obligation to safeguard Proprietary Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

20.8 Pursuant to Section 222(b) of the Act, both Parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

20.9 Each Party has the right to refuse to accept any Confidential Information under this Agreement, and nothing herein shall obligate either Party to disclose to the other Party any particular information.

20.10 The Parties agree that an impending or existing violation of any provision of this Section 20 would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific

performance and monetary damages. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

21. INTERVENING LAW

21.1 This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Commission(s). In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, *In re: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996)(e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) or *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the Parties acknowledge that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 119 S. Ct. 721 (1999) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (1999). In addition, the Parties acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to such decisions and any remand thereof, including its right to seek legal review or a stay pending appeal of such decisions or its rights under this Intervening Law paragraph.

22. GOVERNING LAW

22.1 Unless otherwise provided by Applicable Law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Interconnection, Resale Services, Network Elements, functions, facilities, products and services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles. The Parties submit to personal jurisdiction in Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; St. Louis, Missouri; Reno, Nevada; Columbus, Ohio; Oklahoma City, Oklahoma; Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue.

23. REGULATORY APPROVAL

23.1 The Parties understand and agree that this Agreement and any amendment or modification hereto will be filed with the Commission(s) for approval in accordance with Section 252 of the Act and may thereafter be filed with the FCC. The Parties believe in good faith and agree that the services to be provided under this Agreement are in the public interest. Each Party covenants and agrees to fully support approval of this Agreement by the Commission(s) or the FCC under Section 252 of the Act without modification.

24. CHANGES IN END USER LOCAL EXCHANGE SERVICE PROVIDER SELECTION

24.1 **Applies to SBC-12STATE only**

24.1.1 Each Party will abide by applicable federal and state laws and regulations in obtaining End User authorization prior to changing an End User's Local Exchange Carrier to itself and in assuming responsibility for any applicable charges as specified in the FCC's rules regarding Subscriber Carrier Selection Changes (47 CFR 64.1100 through 64.1170) and any applicable state regulation. . Each Party shall deliver to the other Party a representation of authorization that applies to all orders submitted by a Party under this Agreement requiring a LEC change. A Party's representation of authorization shall be delivered to the other Party prior to the first order submitted to the other Party. Each Party shall retain on file all applicable letters and other documentation of authorization relating to its End User's selection of such Party as its LEC, which documentation shall be available for inspection by the other Party at its request during normal business hours and at no charge.

24.1.2 Only an End User can initiate a challenge to a change in its LEC. If an End User notifies one Party that the End User requests local exchange service,

and the other Party is such End User's LEC, then the Party receiving such request shall be free to immediately access such End User's CPNI subject to the requirements of the applicable Appendix OSS restricting access to CPNI in order to immediately provide service to such End User.

24.1.3 When an End User changes or withdraws authorization from its LEC, each Party shall release End User-specific facilities belonging to the ILEC in accordance with the End User's direction or that of the End User's authorized agent. Further, when an End User abandons its premise (that is, its place of business or domicile), SBC-12STATE is free to reclaim the unbundled Network Element facilities for use by another End User and is free to issue service orders required to reclaim such facilities.

24.1.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service (slamming) at the request of the other Party; provided, however, that each Party shall cooperate with any investigation of a complaint alleging an unauthorized change in local exchange service at the request of the FCC or the applicable state Commission. If SBC-13STATE, at the request of CLEC, agrees to investigate an alleged incidence of slamming, SBC-13STATE shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "Other (Resale)" category, listed as "Slamming Investigation Fee."

24.2 Applies to SNET only

24.2.1 The Parties agree that CLEC will not submit a Local Exchange Carrier order for an End User to the Local Service Provider currently serving that End User without proper authorization from that End User, as required by the FCC in Subpart K, Part 64 rules and regulations and by the DPUC in its applicable rules and regulations. SNET's wholesale tariff, Section 18, further documents requirements for Local Exchange Carrier changes and required End User authorizations.

24.2.2 The Parties agree to the re-use of existing network facilities when an End User changes its provider of local exchange service and the network facilities are provided by the same network provider.

25. COMPLIANCE AND CERTIFICATION

25.1 Each Party shall comply at its own expense with all Applicable Laws that relate to that Party's obligations to the other Party under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

25.2 Each Party warrants that it has obtained all necessary state certification required in a state covered by this Agreement prior to ordering any Interconnection, Resale Services, Network Elements, functions, facilities, products and services for that state from the other Party pursuant to this Agreement. Upon request, each Party shall provide proof of certification.

25.3 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, Governmental Authorities, building and property owners, other carriers, and any other Third Parties that may be required in connection with the performance of its obligations under this Agreement.

25.4 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA.

26. LAW ENFORCEMENT

26.1 SBC-12 STATE and SCC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.1.1 Intercept Devices:

26.1.1.1 Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, it shall refer such request to the Party that serves such End User, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

26.1.2. Subpoenas:

26.1.2.1 If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, it shall refer the subpoena to the Requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the receiving Party was the End User's service provider, in which case that Party will respond to any valid request.

26.1.3 Emergencies:

26.1.3.1 If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect, or one-way

denial of outbound calls by the receiving Party's switch for an End User of the other Party, that Receiving Party will comply with a valid emergency request. However, neither Party shall be held liable for any claims or Losses arising from compliance with such requests on behalf of the other Party's End User and the Party serving such End User agrees to indemnify and hold the other Party harmless against any and all such claims or Losses.

26.2 SNET and SCC shall reasonably cooperate with the other Party in handling law enforcement requests as follows:

26.2.1 Each of the Parties agree to comply with the applicable state and federal law enforcement authorities, laws, and requirements, including but not limited to, the Communications Assistance for Law Enforcement Act (CALEA) and to report to applicable State and Federal law enforcement authorities as required by law, the Telecommunications Services and related information provided by each of the Parties in Connecticut.

27. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

27.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

27.2 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party,

whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

28.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

29. ASSIGNMENT

29.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party; provided that a Party may assign or transfer this Agreement to its Affiliate by providing ninety (90) days' prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio.

29.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to pursuant to this Section 29, the Parties agree that any change, modification or other activity required to accommodate or recognize the successor to or assignee of a Party shall be a Change and shall be subject to Section 4.9. Neither Party shall have an obligation to proceed with such activities nor shall any otherwise acceptable assignment or transfer be effective against either Party until the Parties agree upon the charges that apply to such Change.

29.3 If during the Term, **SBC-13STATE** sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, **SBC-13STATE** shall provide SCC not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, SCC acknowledges that **SBC-13STATE** shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that SCC must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

30. DELEGATION TO AFFILIATE

30.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations. Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

31. SUBCONTRACTING

31.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

31.2 Each Party will be solely responsible for payments due that Party's subcontractors.

31.3 No subcontractor will be deemed a Third Party beneficiary for any purposes under this Agreement.

31.4 No contract, subcontract or other agreement entered into by either Party with any Third Party in connection with the provision of Interconnection, Resale Services, Network Elements, functions, facilities, products and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

31.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement.

32. HAZARDOUS SUBSTANCES AND RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

32.1 Each Party will be solely responsible at it own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances:

32.1.1 included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law, and

32.1.2 listed by any governmental agency as a hazardous substance.

32.2 SCC will in no event be liable to **SBC-13 STATE** for any costs whatsoever resulting from the presence or release of any environmental hazard, including Hazardous Substances, that SCC did not introduce to the affected work location. **SBC-13STATE** will indemnify, defend (at SCC's request) and hold SCC and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

32.2.1 Any environmental hazard that **SBC-13STATE**, its contractors or agents introduce to the work locations, or

32.2.2 The presence or release of any environmental hazard for which **SBC-13STATE** is responsible under Applicable Law.

32.3 **SBC-13STATE** will in no event be liable to SCC for any costs whatsoever resulting from the presence or release of any environmental hazard that **SBC-13STATE** did not introduce to the affected work location. SCC will indemnify, defend (at **SBC-13STATE**'s request) and hold **SBC-13STATE** and each of its officers, directors and employees harmless from and against any Loss that arises out of or results from:

32.3.1 any environmental hazard that SCC, its contractors or agents introduce to the work locations, or

32.3.2 the presence or release of any environmental hazard for which SCC is responsible under Applicable Law.

33. FORCE MAJEURE

33.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a

"Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

34. TAXES

34.1 Each Party purchasing Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either party's corporate existence, status, or income or (b) any corporate franchise Taxes. Whenever possible, Taxes shall be billed as a separate item on the invoice.

34.2 With respect to any purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then: (i) the providing Party shall bill the purchasing Party for such Tax; (ii) the purchasing Party shall remit such Tax to the providing Party; and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority. Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills the purchasing Party for such Tax, or (2) it collects the Tax from the purchasing Party. Notwithstanding anything in this Agreement to the contrary, the purchasing Party shall be liable for and the providing Party may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

34.3 With respect to any purchase hereunder of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this

Agreement that are resold to a third party, if any Tax is imposed by Applicable Law on the End User in connection with any such purchase, then: (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User; and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

34.4 If the providing Party fails to bill or to collect any Tax as required herein, then, as between the providing Party and the purchasing Party: (i) the purchasing Party shall remain liable for such uncollected Tax; and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any Taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Taxes, penalty and interest.

34.5 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

34.6 If either Party is audited by a taxing authority or other Governmental Authority, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

34.7 To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of Interconnection, Resale Services, Network Elements, functions, facilities, products and services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the

purchasing Party (a) furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

34.8 With respect to any Tax or Tax controversy covered by this Section 34, the purchasing Party is entitled to contest with the imposing jurisdiction, pursuant to Applicable Law and at its own expense, any Tax that it is ultimately obligated to pay or collect. The purchasing Party will ensure that no lien is attached to any asset of the providing Party as a result of any contest. The purchasing Party shall be entitled to the benefit of any refund or recovery of amounts that it had previously paid resulting from such a contest. Amounts previously paid by the providing Party shall be refunded to the providing Party. The providing Party will cooperate in any such contest.

34.9 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section 34 shall be sent in accordance with Section 17 hereof.

35. NON-WAIVER

35.1 Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

36. NETWORK MAINTENANCE AND MANAGEMENT

36.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.

36.2 Each Party will administer its network to ensure acceptable service levels to all

users of its network services. Service levels are generally considered acceptable only when End Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.

36.3 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed. This section 36.3 does not apply to E911 trunk groups and facilities.

36.4 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed to by the Parties. This section 36.4 does not apply to E911 trunk groups and facilities.

36.5 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes to prevent or mitigate the impact of these events on the public-switched network, including any disruption or loss of service to other End User. Facsimile (FAX) numbers must be exchanged by the Parties to facilitate event notifications for planned mass calling events.

36.6 Neither Party shall use any Interconnection, Resale Service, Network Element, function, facility, product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any Party in the use of such Party's Telecommunications Service, prevents any Party from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's End Users, causes electrical hazards to either Party's personnel, damage to either Party's facilities or equipment or malfunction of either Party's ordering or billing systems or equipment. Upon such occurrence either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

37. SIGNALING

37.1 The Parties will Interconnect their networks using SS7 signaling as defined in GR-

000317-CORE and GR-000394-CORE, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Each Party may establish CCS interconnections either directly and/or through a Third Party. If CCS interconnection is established through a Third Party, the rates, terms, and conditions of the Parties' respective tariffs will apply. If CCS interconnection is established directly between SCC and SBC-13STATE, the rates, terms, and conditions of Appendix SS7 will apply.

37.2 The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users. All CCS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

38. TRANSMISSION OF TRAFFIC TO THIRD PARTIES

38.1 SCC will not send to SBC-13STATE local traffic that is destined for the network of a Third Party unless SCC has the authority to exchange traffic with that Third Party.

39. CUSTOMER INQUIRIES

39.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

39.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services:

39.2.1 Provide the number described in Section 39.1 to callers who inquire about the other Party's services or products; and

39.2.2 Do not in any way disparage or discriminate against the other Party or its products or services.

39.3 Except as otherwise provided in this Agreement, SCC shall be the primary point of contact for SCC's customers with respect to the services SCC provides such customers.

40. EXPENSES

40.1 Except as expressly set forth in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the matters covered by this Agreement.

40.2 SBC-12STATE and SCC shall each be responsible for one-half (1/2) of expenses payable to a Third Party for Commission fees or other charges (including regulatory fees and any costs of notice or publication, but not including attorney's fees) associated with the filing of this agreement.

41. CONFLICT OF INTEREST

41.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the negotiation of this Agreement or any associated documents.

42. SURVIVAL

42.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to continue beyond the termination or expiration of this Agreement: Section 5.5; Section 5.6, Section 7.4; Section 8.1; Section 8.4; Section 8.5; Section 8.6; Section 8.7; Section 10, Section 11; Section 13; Section 14; Section 15; Section 16.1; Section 18; Section 19; Section 20; Section 22; Section 25.4; Section 26.1.3; Section 32; Section 34 and Section 42.

43. SCOPE OF AGREEMENT

43.1 This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement is the arrangement under which the Parties may purchase from each other the products and services described in Section 251 of the Act and obtain approval of such arrangement under Section 252 of the Act. Solely with respect to the subject matter of this Agreement, and except as agreed upon in writing, neither Party shall be required to provide the other Party a function, facility, product, service or arrangement described in the Act that is not expressly provided herein.

43.2 Except as specifically contained herein or provided by the FCC or any Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

44. AMENDMENTS AND MODIFICATIONS

44.1 No provision of this Agreement shall be deemed amended or modified by either Party unless such an amendment or modification is in writing, dated, and signed by an authorized representative of both Parties. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the appropriate Commission(s).

44.2 Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

45. IN-REGION MOST FAVORED NATIONS (MFN) BETWEEN SBC STATES

45.1 Subject to the conditions and limitations specified in Paragraph 43 of the SBC/Ameritech Merger Conditions[1], **SBC-13STATE** shall make available to any requesting telecommunication carrier in the SBC/Ameritech Area within any SBC/Ameritech State any interconnection arrangement or UNE in the SBC/Ameritech Service Area within any other SBC/Ameritech state that (1) was negotiated with a telecommunications carrier, pursuant to 47 U.S.C. § 252(a)(1), by **SBC-13STATE** (that at all times during the interconnection agreement negotiations was an **SBC**-owned ILEC) and (2) has been made available under an agreement to which **SBC-13STATE** is a party.

45.2 The Parties acknowledge and agree that it may require additional time to implement an interconnection arrangement or UNE ported from one **SBC**-owned ILEC state to another **SBC**-owned ILEC state pursuant to Paragraph 43 of the SBC/Ameritech Merger Conditions. Thus, when a CLEC exercises its option to adopt an interconnection arrangement or UNE in accordance with Paragraph 43 of the SBC/Ameritech Merger Conditions, the Parties shall meet within thirty (30) calendar days of state commission approval of the interconnection agreement or amendment containing such interconnection arrangement and/or UNE to agree upon an implementation schedule for such interconnection arrangement and/or UNE.

45.3 Paragraph 43 of the SBC/Ameritech Merger Conditions as well as this Section 45 shall expire the earliest of October 8, 2002 or the termination date outlined in section 5 of the General Terms and Conditions of this Agreement, whichever is earlier.

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[1] *See* the FCC's Memorandum Opinion and Order approving the SBC/Ameritech Merger Conditions, *In re Applications of Ameritech Corp., Transferor and SBC Communications, Inc., Transferee, For Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission's Rules*, CC Docket 98-141, issued on October 8, 1999 ("FCC 99-279).

46. APPENDICES INCORPORATED BY REFERENCE

46.1 PHYSICAL COLLOCATION – SECTION 251(b)(4)

46.1.1 Physical Collocation will be provided pursuant to the applicable Appendix Physical Collocation, which is attached hereto and incorporated herein by reference.

46.2 VIRTUAL COLLOCATION – SECTION 251(b)(4)

46.2.1 Virtual Collocation will be provided pursuant to the applicable Virtual Collocation Agreement, which is attached hereto and incorporated herein by reference.

46.3 DATABASE ACCESS

46.3.1 **SBC13STATE** shall provide to SCC nondiscriminatory access to databases and associated signaling necessary for call routing and completion pursuant to the applicable Appendix UNE, which **is/are** attached hereto and incorporated herein by reference. (I agree to this change)

46.4 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)(A), (B), (C); 47 CFR § 51.305(a)(1)

46.4.1 **SBC-13STATE** shall provide to SCC Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to the applicable Appendix ITR, which **is/are** attached hereto and incorporated herein by reference. Methods for Interconnection and Physical Architecture shall be as defined in the applicable Appendix NIM, which **is/are** attached hereto and incorporated herein by reference.

46.5 OTHER SERVICES

46.5.1 Emergency Services

46.5.1.1 **SBC-13STATE** will make nondiscriminatory access to 911, E911, and emergency services available under the terms and conditions of the applicable Appendix 911, which **is/are** attached hereto and incorporated herein by reference.

46.5.2 AIN

46.5.2.1 One or more of the ILECs making up **SBC-13STATE** have deployed a set of AIN features and functionalities unique to the particular ILEC(s). As such, the AIN network architecture, methods of access and manner of provisioning are specific to that ILEC or those ILECs. Accordingly, any request for AIN access pursuant to this Agreement must be reviewed for technical feasibility, with all rates, terms and conditions related to such request to be determined on an individual case basis and to be negotiated between the Parties. Upon request by CLEC, and where technically feasible, **SBC-13STATE** will provide CLEC with access to **SBC-13STATE**'s Advanced Intelligent Network (AIN) platform, AIN Service Creation Environment (SCE) and AIN Service Management System (SMS) based upon ILEC-specific rates, terms, conditions and means of access to be negotiated by the Parties pursuant to Section 252 of the Act, and incorporated into this Agreement by Appendix or amendment, as applicable, subject to approval by the appropriate state Commission.

46.5.3 Signaling System 7 Interconnection

46.5.3.1 At SCC's request, **SBC-13STATE** shall perform SS7 interconnection services for SCC pursuant to the applicable Appendix SS7, which is/are attached hereto and incorporated herein by reference.

46.6 RESALE – SECTIONS 251(b)(1)

46.6.1 **SBC-13STATE** shall provide to SCC Telecommunications Services for resale at wholesale rates pursuant to the applicable Appendix Resale, which is/are attached hereto and incorporated herein by reference.

46.7 TRANSMISSION AND ROUTING OF SWITCHED ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)

46.7.1 **SBC-13STATE** shall provide to SCC certain trunk groups (Meet Point Trunks) under certain parameters pursuant to the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

46.8 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTIONS 251(c)(2)(D), 252(d)(1); 47 CFR § 51.305(a)(5).

46.8.1 The applicable Appendix Compensation, which is/are attached hereto and incorporated herein by reference, prescribe traffic routing parameters for

Interconnection Trunk Group(s) the Parties shall establish over the Interconnections specified in the applicable Appendix ITR, which is/are attached hereto and incorporated herein by reference.

46.9 UNBUNDLED NETWORK ELEMENTS – SECTIONS 251(c)(3)

46.9.1 Pursuant to the applicable Appendix UNE, which is/are attached hereto and incorporated herein by reference, SBC-13STATE will provide SCC access to Unbundled Network elements for the provision of Telecommunications Service as required by Sections 251 and 252 of the Act and in the Appendices hereto.

47. AUTHORITY

47.1 Each of the SBC Parties represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of their respective states of incorporation. SBC Communications Inc. represents and warrants that it has full power and authority to execute and deliver this Agreement as agent for the SBC Parties. Each of the SBC Parties that is an ILEC represents and warrants that it has full power and authority to perform its obligations hereunder.

47.2 SCC represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. SCC represents and warrants that prior to submitting any orders hereunder for Interconnection, Resale Service, Network Elements, functions, facilities, products, services or other arrangements in an state, SCC has been or will be authorized to provide service by the applicable Commission(s) and is or will be authorized to provide the Telecommunications Services contemplated hereunder in the state prior to submission of orders for such Service.

47.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

48. COUNTERPARTS

48.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

49. ENTIRE AGREEMENT

49.1 The Parties agree that the Memorandum of Understanding dated on or about October 18, 2000, and any obligations therein, shall expire upon the Effective Date of this Agreement, and any obligations therein shall also expire.

49.2 **SBC-12STATE**

49.2.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

49.3 **SNET**

49.3.1 The terms contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, Addenda, Commission approved tariffs and other documents or instruments referred to herein and incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written.

APPENDIX 911

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TERMS AND CONDITIONS FOR PROVIDING INTERCONNECTION TO SBC-13STATE'S SELECTIVE ROUTING TANDEMS AND FOR PROVIDING 911 CALL ROUTING AND EMERGENCY CALL ROUTING SERVICES

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions by which SBC Communications, Inc. ("SBC")-owned Incumbent Local Exchange Carriers ("ILECs"), as identified in the Agreement, shall provide SCC Communications Corp. ("SCC") with transport facilities, equipment, and services to interconnect to **SBC-13STATE**'s Selective Routing Tandems, for providing E911 Service and emergency call routing services (collectively "Services") in each LATA in each state of SBC's 13 State region, as identified in the Agreement, where SCC requests such Services, where SCC is authorized to provide telecommunications services, and where **SBC-13STATE** is the E911 Service Provider. SCC and **SBC-13STATE** may be referred to herein collectively as the "Parties" and individually as a "Party."

1.2 **SBC-13STATE** shall make the Services available to SCC at the rates contained in the applicable Appendix Pricing or at the applicable Commission-approved rates, provided that SCC shall be assured comparable treatment as CLECs and CMRS providers, including affiliates of **SBC-13STATE**, in **SBC-13STATE**.

2. DEFINITIONS

This Section hereby incorporates terms identified in the Agreement.

2.1 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary Emergency Services information.

2.2 **"ALI Database"** means a database that stores information associated with the telephone numbers of the End Users.

2.3 **"ALI Connectivity"** means the capability by which the E911 Service Provider obtains ALI records from an alternate ALI provider upon requests for Emergency Services from a Telematics Customer. ALI Connectivity may be accomplished by ALI Steering, Dynamic ALI Update, or other means as determined by the requirements of the E911 Service Provider.

2.3.1 **"ALI Steering"** means the capability by which the E911 Service Provider steers to the alternate ALI provider's ALI database when searching for a specific ALI record associated with a request for Emergency Services from a Telematics Customer.

2.3.2 **"Dynamic ALI Update"** means the capability by which the alternate ALI provider transmits a data message on a real time basis that contains the Routing Number, Call Back Number, and location information for temporary storage in the E911 Service Provider's ALI database.

2.4 **"Automatic Number Identification" or "ANI"** means the information used to selectively route a 911 or emergency call and the information delivered to a PSAP along with a 911 or emergency call. ANI may be the caller's telephone number, a billing number, or a pseudo ANI such as a Routing Number.

2.5 **"Centralized Automatic Message Accounting ("CAMA") Trunk"** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from an SCC switch to an **SBC-13STATE** Selective Routing Tandem.

2.6 **"Common Channel Signaling System 7 ("CCSS7") Trunk"** means a trunk that uses Integrated Services Digital Network User Part ("ISUP") signaling to transmit ANI from an SCC switch to an **SBC-13STATE** Selective Routing Tandem.

2.7 **"Company Identifier" or "Company ID"** means a three (3) to five (5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. In the case of an SCC Telematics Customer requesting Emergency Services, the "Company ID" will be SCC's Company Identifier. The Company Identifier is maintained by NENA in a nationally accessible database.

2.8 **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required by the Selective Routing Tandem to perform the Selective Routing function and/or ALI for E911 Service.

2.9 **"E911 Authority"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of the telephone number, 911.

2.10 **"E911 Service Provider"** refers to **SBC-13STATE** as the provider of E911 Service. E911 Service is provided under contract and/or tariff to the E911 Authority.

2.11 **"E911 Trunk"** means a trunk capable of transmitting ANI associated with a call to 911 or a request for Emergency Services from a Telematics Customer from SCC's Point of Interconnection with **SBC-13STATE** to the PSAP.

2.12 **"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service"), "E911"** or **"E911 Service"** means the provision of lines and equipment associated with the service arrangement with the PSAP to receive, answer, transfer, and dispatch public emergency telephone calls dialed to 911 from the Point of Interconnection between the Parties. E911 Service may include Automatic Number Identification (ANI), Automatic Location Identification (ALI), Selective Routing (SR), and/or DBMS services.

2.13 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.14 **"Emergency Service Number" or "ESN"** means a three (3) to five (5) digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

2.15 **"Master Street Address Guide" or "MSAG"** means a database of street names and house number ranges within their associated communities defining Emergency Service Zones and their associated Emergency Service Numbers (ESNs) to enable routing of 911 calls. For purposes of this definition, Emergency Service Zone means the unique combination of Emergency Services agencies (Law Enforcement, Fire and Emergency Medical service) designated to serve a particular geographic area.

2.16 **"National Emergency Number Association" or "NENA"** is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.17 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP

as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.18 **"Routing Number"** is a ten-digit number that routes the request for emergency service from a Telematics Customer through the Selective Routing Tandem to the appropriate PSAP. The Routing Number is also the search key from the PSAP query to an ALI database for the host ALI record with a matching Routing Number.

2.19 **"SCC 911 Call Routing Customer"** means a Commercial Mobile Radio Services provider, as defined in 47 C.F.R. 20.3, or a telecommunications carrier entitled to deliver 9-1-1 and emergency call traffic by means of **SBC-13STATE**'s network.

2.20 **"Selective Routing" and "Selective Routing Tandem" or "SR"** mean the routing, equipment, and database used when routing a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

2.21 **"Telematics"** means a communications device that uses electronic sensors, wireless communications technologies and/or location determination technologies to originate a request for Emergency Services.

2.22 **"Telematics Customer"** means a provider of Telematics services and its subscribers. A Telematics Customer initiates a request for Emergency Services via means other than by dialing the digits 9-1-1.

2.23 **"Telematics Routing Record"** means the ALI record associated with a request for Emergency Services from a Telematics Customer. A Telematics Routing Record may include a Routing Number, the name of the Telematics Customer, X and Y location coordinates and/or an MSAG-valid address or location.

2.24 **"Telephone Exchange Service"** is as defined in the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

3. SBC-13STATE RESPONSIBILITIES

This section sets forth the Services that **SBC-13STATE** shall provide to SCC.

3.1 Network Interconnection, Facilities, and Trunking

3.1.1 SBC-13STATE shall provide leased facilities to interconnect the Parties' networks, upon request. SBC-13STATE shall provide diverse facilities where technically and fiscally feasible upon SCC's request. When diverse facilities are requested, special construction charges may apply. The Point of Interconnection between the Parties' networks shall be the SBC-13STATE Selective Routing Tandem(s). Where local practices differ, for example in PACIFIC and the City of Chicago where CLECs do not interconnect directly with the Selective Routing Tandem(s), the Point of Interconnection shall be as defined by local practices. Terms herein shall provide for such local practices with legitimately related terms and conditions, provided however, that SCC shall be assured comparable treatment as other CLECs operating in SBC-13STATE.

3.1.2 The Parties shall use CAMA Trunks or CCSS7 Trunks to interconnect their networks from SCC's Point of Presence to the Parties' Point of Interconnection at the SBC-13STATE Selective Routing Tandem(s) consistent with Section 4.1.1.

3.1.3 Upon SCC's request and where SCC is authorized to and will provide Telephone Exchange Service, SBC-13STATE shall provide SCC with a description of the geographic area (or Rate Center) and PSAPs served by each SBC-13STATE Selective Routing Tandem based upon existing, applicable local practices and subject to any applicable charges.

3.1.4 SBC-13STATE shall provide trunk terminations in SBC-13STATE Selective Routing Tandem(s). The provision of trunk terminations shall include necessary, associated hardware and administrative processes for translating switches.

3.1.5 SBC-13STATE and SCC shall provide mutually agreed upon connectivity to establish ALI Connectivity in those states where SBC-13STATE provides Commercial Mobile Radio Services ("CMRS") providers, as defined in 47 C.F.R. 20.3, the capability by which the E911 Service Provider may obtain ALI information from a third party ALI provider for the purpose of responding to a 911 call placed by a CMRS end user. SBC-13STATE shall provide such capability to SCC on the same terms and conditions as such capability is provided to CMRS providers.

3.1.6 SBC-13STATE shall provide and maintain sufficient dedicated E911 Trunks between its Selective Routing Tandem(s) and the PSAP(s) of the E911 Authority according to provisions of the appropriate state regulatory agency-approved tariff and documented specifications of the E911 Authority.

3.1.7 SBC-13STATE and SCC shall cooperate to promptly test all trunks and facilities between SCC's network and SBC-13STATE Selective Routing Tandem(s).

3.1.8 SBC-13STATE shall provide E911 Trunks that are engineered to attain a minimum of P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

3.2 Call Routing

3.2.1 SBC-13STATE shall provide and maintain such equipment at the SBC-13STATE Selective Routing Tandem(s) and the E911 DBMS as is necessary to perform the E911 Service and emergency call routing services set forth herein when SBC-13STATE is the E911 Service Provider. SBC-13STATE shall provide E911 Service to SCC as described in this section in a particular Rate Center in which SCC is authorized to provide Telephone Exchange Service and SBC-13STATE is the E911 Service Provider.

3.2.2 The provision of transport specified in Section 3.1 shall include administrative processes for provisioning circuits and maintaining transport facilities consistent with Section 4.1.1.

3.2.3 SBC-13STATE shall switch 911 calls and requests for Emergency Services from Telematics Customers through the SBC-13STATE Selective Routing Tandem(s) to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Authority.

3.2.4 SBC-13STATE shall forward the ANI or Routing Number it receives from SCC and the associated ALI to the PSAP for display at an attendant position console. If no ANI is forwarded by SCC, SBC-13STATE shall forward an Emergency Service Central Office ("ESCO") identification code for display at the PSAP. If ANI is forwarded by SCC, but no ALI record is found in the E911 DBMS and the alternatives for locating ALI records are exhausted, SBC-13-STATE shall report this "No Record Found" condition to SCC in accordance with NENA standards.

3.3 Database

3.3.1 To the extent SBC-13STATE manages the E911 DBMS, SBC-13STATE shall provide SCC with a file containing the MSAG for the exchanges and communities specified in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details, in accordance with the documentation provided by SBC-13STATE. SBC-13STATE shall provide SCC additional files that include subsequent additions or updates to the MSAG in accordance with the intervals specified in Exhibit I. Where local practices differ, terms herein shall provide for such local practices, provided however, that SCC shall be assured comparable treatment as other CLECs operating in SBC-13STATE.

3.3.2 Where SBC-13STATE manages the E911 database, SBC-13STATE shall store SCC's Telematics Routing Records [that is, the name, address and associated routing number(s) for each of SCC's Telematics Customers] in the electronic data processing database for the E911 DBMS. SCC or its representative(s) is responsible for electronically providing Telematics Routing Records and updating this information.

3.3.3 SBC-13STATE shall coordinate access to the SBC-13STATE E911 DBMS for the initial loading and updating of SCC's Telematics Routing Records.

3.3.4 SBC-13STATE's ALI database shall accept electronically transmitted files that are based upon NENA standards or existing local practices. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

3.3.5 SBC-13STATE shall update SCC's Telematics Routing Records in the E911 DBMS. SBC-13STATE shall then provide SCC an error and status report. This report shall be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to SCC.

3.3.6 Where SBC-13STATE manages the E911 DBMS, SBC-13STATE shall establish a process for the management of NPA splits by populating the E911 DBMS with the appropriate NPA codes.

3.4 Other

3.4.1 SBC-13STATE shall not be responsible for collecting or remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on SCC or its customers.

4. SCC RESPONSIBILITIES

4.1 *Call Routing*

4.1.1 SCC shall transport 911 calls and requests for Emergency Services from Telematics Customers to each Point of Interconnection with **SBC-13STATE** at the **SBC-13STATE** Selective Routing Tandem(s). Consistent with Section 3.1.1, where local practices differ, SCC shall transport 911 calls and requests for Emergency Services from Telematics Customers to each Point of Interconnection with **SBC-13STATE** as local practices require, provided however, that SCC shall be assured comparable treatment as other CLECs operating in **SBC-13STATE**.

4.1.2 SCC shall forward the ANI of the End User of SCC's 911 Call Routing Customer to the **SBC-13STATE** Selective Routing Tandem(s).

4.1.3 SCC shall forward the Routing Number to the **SBC-13STATE** Selective Routing Tandem for SCC's Telematics Customers requesting Emergency Services.

4.2 Facilities and Trunking

4.2.1 SCC shall interconnect with each **SBC-13STATE** Selective Routing Tandem that serves the exchange areas in which SCC is authorized to and will provide Telephone Exchange Service, consistent with Section 2.1 of Appendix NIM.

4.2.2 SCC acknowledges that the End Users of its 911 Call Routing Customer(s) in a single local calling scope may be served by different **SBC-13STATE** Selective Routing Tandems and SCC shall be responsible for providing facilities to route 911 calls and requests for Emergency Services from such End Users to the proper **SBC-13STATE** Selective Routing Tandem(s).

4.2.3 SCC acknowledges that its Telematics Customer(s) in a single local calling scope may be served by different **SBC-13STATE** Selective Routing Tandems and SCC shall be responsible for providing facilities to route requests for emergency services from such Telematics Customers to the proper **SBC-13STATE** Selective Routing Tandem(s).

4.2.4 SCC shall maintain a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 calls and requests for Emergency Services from Telematics Customers to each Point of Interconnection with **SBC-13STATE** Selective Routing Tandem(s), where applicable. Where CCSS7

Trunks are available and the applicable E911 Authority concurs that CCSS7 Trunks can be used for 911 and emergency calls, the Parties agree to deploy CCSS7 Trunks rather than CAMA Trunks.

4.2.5 In SBC-AMERITECH only, SCC shall be responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the E911 Authority for such county or geographic area has a specified varying default routing condition.

4.2.6 In addition, where applicable in SBC-13STATE, 911 traffic or requests for Emergency Services from Telematics Customers originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic or requests from Emergency Services from Telematics Customers originating in any other NPA (area code).

4.2.7 SCC shall maintain sufficient trunking and facilities to route 911 calls and requests for Emergency Services from Telematics Customers from SCC's network to the designated SBC-13STATE Selective Routing Tandem(s). SCC is responsible for requesting that trunking and facilities be routed diversely for E911 connectivity.

4.2.8 SCC shall provision and maintain sufficient trunking and facilities to accomplish ALI Connectivity between SBC-13STATE ALI nodes and SCC ALI nodes.

4.2.9 SCC is responsible for determining the proper quantity of trunks and facilities from its switch(es) at a minimum grade of service as required by applicable law or as required by duly authorized governmental agency, to SBC-13STATE Selective Routing Tandem(s).

4.2.10 SCC shall monitor its E911 circuits for the purpose of determining originating network traffic volumes. If SCC's traffic study indicates that additional circuits are needed to meet the current level of 911 call and Emergency Services request volumes, SCC shall request additional circuits from SBC-13STATE.

4.2.11 SCC is responsible for the isolation, coordination and restoration of all E911 network maintenance problems to SCC's Point of Interconnection with SBC-13STATE. SBC-13STATE will be responsible for the coordination and restoration of all E911 network maintenance problems beyond the Parties' Point of Interconnection. SCC is responsible for advising SBC-13STATE of the circuit identification and the fact that the circuit is an E911 circuit when notifying SBC-13STATE of a failure or

outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. SBC-13STATE shall refer network trouble to SCC if no defect is found in SBC-13STATE's E911 network. The Parties agree that E911 network problem resolution will be managed expeditiously at all times.

4.3 Database

4.3.1 Once E911 trunking has been established and tested between SCC's Point of Presence and all appropriate Selective Routing Tandems, SCC or its representatives shall be responsible for providing SCC's Telematics Routing Records to SBC-13STATE for inclusion in SBC-13STATE's DBMS on a timely basis. SBC-13STATE and SCC shall arrange for the automated input and periodic updating of SCC's Telematics Routing Records.

4.3.2 SCC or its agent shall provide initial and ongoing updates of SCC's Telematics Routing Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3 SCC shall adopt use of a Company ID on all of SCC's Telematics Routing Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.3.1 SCC is responsible for providing SBC-13STATE updates to the ALI database; in addition, SCC is responsible for correcting any errors that may occur during the entry of their data to the SBC-13STATE E911 DBMS.

4.3.3.2 Where SBC-13STATE is subject to fines and penalties for errors in ALI data updates caused by SCC or its third-party agent, SCC shall reimburse SBC-13STATE for such additional database charges incurred by SBC-13STATE.

4.3.3.3 SCC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 SCC shall provide notification to the appropriate E911 Authority 30 days prior to terminating service to an SCC 911 Call Routing Customer or Telematics Customer.

4.4.2 SCC shall provide SBC-13STATE notice consistent with Section 17 of the General Terms and Conditions ten (10) days prior to transition of a local exchange carrier or CMRS provider that is an existing E911 service customer of SBC-13STATE.

4.4.3 Within ten (10) days after a local exchange carrier or CMRS provider transitions to SCC's service, SCC shall provide SBC-13STATE notice consistent with Section 17 of the General Terms and Conditions that such a transition has occurred.

5. RESPONSIBILITIES OF BOTH PARTIES

5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls and requests for Emergency Services from Telematics Customers to the Parties' Point of Interconnection at SBC-13STATE's Selective Routing Tandem(s), consistent with Section 4.1.1.

5.2 The Parties shall cooperate to promptly test all E911 Trunks and facilities between SCC's network and SBC-13STATE's Selective Routing Tandem(s) to assure proper functioning of the Services. Except for testing purposes, SCC agrees that it will not pass live 911 traffic or requests for Emergency Services from Telematics Customers until successful testing is completed.

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix or legitimately related Agreements and Exhibits, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable rules and regulations of state Commission(s), (ii) any requirements imposed by any Governmental Authority other than a state regulatory agency, (iii) the terms and conditions of Commission-approved tariff(s); and (iv) the principles expressed in the recommended standards published by NENA.

6.2 SBC-13STATE shall adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks to the Parties' Point of Interconnection at SBC-13STATE's Selective Routing Tandem(s). SBC-13STATE will exceed the NENA recommended Minimum Trunking Requirements for such trunks only with the prior written approval of the E911 Authority.

7. CONTINGENCY

7.1 The terms and conditions of this Appendix represent a negotiated plan for providing the Services. The Parties agree that each term and condition herein, including certain terms in other Appendices of this Agreement, is legitimately related to, and was negotiated in whole to meet SCC's unique and specific service needs from SBC-13STATE.

7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by SBC-13STATE and SCC. These specifications shall be documented in Exhibit I, CLEC Serving Area Description and E911 Interconnection Details. SCC shall complete its portion of Exhibit I and submit it to SBC-13STATE not later than forty-five (45) days prior to the passing of live non-test traffic. SBC-13STATE shall complete its portion of Exhibit I and return Exhibit I to SCC not later than thirty (30) days prior to the passing of live non-test traffic.

7.3 SCC shall obtain documentation of approval of the completed Exhibit I from the appropriate E911 Authority that has jurisdiction in the area(s) in which SCC will route a request for Emergency Services from a Telematics Customer and shall provide documentation of all requisite approval(s) to SBC-13STATE prior to the passing of live non-test traffic.

7.4 The Parties designate the following representatives who shall have the authority to execute additional Exhibit I(s) to this Exhibit when necessary to accommodate expansion of SCC's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks. SCC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

NOTICE CONTACT	SCC CONTACT	SBC-13STATE CONTACT
NAME/TITLE	Gary A. Klug, Director- Regulatory Compliance	Contract Administration ATTN: Notices Manager
STREET ADDRESS	6285 Lookout Road	311 S. Akard, 9th Floor Four Bell Plaza
CITY, STATE, ZIP CODE	Boulder, CO 80301	Dallas, TX 75202-5398
FACSIMILE NUMBER	303-581-0900	214-464-2006

Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of noticed by giving seven (7) days' prior written notice to the other Party in compliance with the Agreement.

7.5 In PACIFIC, NEVADA, and SBC-AMERITECH, the state specific forms shall be submitted in lieu of the Exhibit I referenced in Sections 7.2 – 7.5 hereof.

7.6 The terms and conditions of this Appendix are subject to renegotiation in the event that the E911 Authority orders changes to E911 Service and requests for Emergency Services that necessitate revision to this Appendix.

8. BASIS OF COMPENSATION

8.1 Charges shall begin on the date that the Services are activated.

8.2 SBC-13STATE shall make the Services available to SCC at the rates contained in the applicable Appendix Pricing or at the applicable Commission-approved rates, provided that SCC shall be assured comparable treatment as CLECs and CMRS providers, including affiliates of SBC-13STATE, in SBC-13STATE.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries;

expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) is provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SCC. This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of solely 911 traffic and Requests for Emergency Services from Telematics Customers between the respective Customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection.

1.2.1 Trunking requirements associated with Interconnection are contained in Appendix ITR.

1.2.2 The terms and conditions associated with access to Unbundled Network Elements (UNEs) are not found in Appendix NIM, but are contained in Appendix UNE. SNET Unbundled Network Elements are offered via the Connecticut Access Tariff.

1.3 SBC-13STATE shall provide Interconnection for SCC's facilities and equipment for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which SBC-13STATE provides itself, a subsidiary, an affiliate, or any other party to which SBC-13STATE provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.4 The Parties shall effect an Interconnection that is efficient, fair and equitable with each party being financially responsible for approximately half of the Interconnection facilities or in any other manner that is mutually agreeable to the Parties.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 SBC-13STATE's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or

more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. SCC and SBC-13STATE agree to Interconnect their networks through existing and/or new Interconnection facilities between SCC switch (es) or Point(s) of Presence (POP(s)) and SBC-13STATE Selective Routing Tandems. The network interconnection architecture plan will include the Points of Interconnection (POI), the location of SCC's switch(es) or its POP, and the facilities that will connect the two networks. Where multiple Selective Routing Tandems exist within a particular LATA, SCC agrees to interconnect its network with SBC-13STATE's network at those multiple Selective Routing Tandems in the LATA. Before any Access Service Requests are processed by SBC in that local exchange area or LATA, the network interconnection architecture plan must be documented by SBC-13STATE and signed by appropriate representatives of both Parties

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

2.3 Each Party is responsible for the facilities to its side of the negotiated POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The parties agree to provide sufficient facilities for the Interconnection trunk groups required for the exchange of traffic between SCC and SBC-13STATE.

2.4 Either Party, must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.5 Technical Interfaces

2.5.1 The Interconnection facilities provided by each Party shall be formatted using either Alternative Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.5.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, SBC-13STATE will provide any multiplexing required for DS1 facilities or trunking at its end and SCC will provide any DS1 multiplexing required for facilities or trunking at its end.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation Interconnection

3.1.1 When SCC provides its own facilities, uses the facilities of a 3rd party, or obtains facilities from **SBC-13STATE** per the applicable Commission approved tariff(s) to an **SBC-13STATE** Selective Routing Tandem and wishes to place its own transport terminating equipment at that location, SCC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation or applicable Commission approved tariff.

3.2 Virtual Collocation Interconnection

3.2.1 When SCC provides its own facilities, uses the facilities of a 3rd party, or obtains facilities from **SBC-13STATE** per the applicable Commission approved tariff(s) to an **SBC-13STATE** Selective Routing Tandem and wishes for **SBC-13STATE** to place transport terminating equipment at that location on SCC's behalf, SCC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation or applicable tariff. Virtual Collocation allows SCC to choose the equipment vendor and does not require that SCC be Physically Collocated.

3.3 Leasing Facilities

3.3.1 Where facilities exist, SCC may lease facilities from **SBC-13STATE** per the applicable, Commission approved tariff(s).

3.4 Other Interconnection Methods

3.4.1 Other Interconnection methods that are technically feasible may be mutually agreed to by the Parties.

4. RESPONSIBILITIES OF THE PARTIES

4.1 For each Interconnection in an **SBC-13STATE** local exchange area or LATA, SCC shall provide written notice to **SBC-13STATE** of the need to establish Interconnection. Such request will include (i) SCC's Switch address (or POP location), type of Switch and CLLI code; (ii) SCC's requested Interconnection activation date; and (iii) a non-binding forecast of SCC's trunking and facilities requirements.

4.2 Upon receipt of SCC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed in Section 2.1. The Interconnection activation date for an Interconnect shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either party may add or remove additional switches. The parties shall be entitled to provide written notice to establish such Interconnection; and the terms and conditions of this agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

4.5 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Appendix ITR.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

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APPENDIX OSS
(ACCESS TO OPERATIONS SUPPORT SYSTEMS FUNCTIONS)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to SCC for pre-ordering, ordering, provisioning, maintenance/repair, and billing provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC).

1.2 SBC-13STATE has established performance measurements to illustrate non-discriminatory access. These measurements are represented in Appendix Performance Measurements.

2. DEFINITIONS

2.1 **"LSC"** means (i) the Local Service Center (LSC) for SWBT, PACIFIC, and NEVADA; (ii) Local Exchange Carrier Center (LECC) for SNET; and (iii) Information Industry Service Center (IISC) for SBC-AMERITECH.

2.2 **"LOC"** means (i) the Local Operations Center (LOC) for SWBT, PACIFIC, NEVADA, and SNET; and (ii) the Customer Response Unit (CRU) for SBC-AMERITECH.

3. GENERAL CONDITIONS

3.1 Resale and Unbundled Network Elements (UNE) functions will be accessible via electronic interface(s), as described herein, where such functions are available. The Parties agree that electronic order processing is more efficient than manual order processing. During implementation the Parties will negotiate a threshold volume of orders after which electronic ordering is required. Once CLEC is submitting more than the agreed to threshold amount, but not later than twelve (12) months from the Effective Date of this Agreement, CLEC will no longer submit orders manually (and SBC-13 STATE shall not be required to accept and process orders manually) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

3.2 **Proper Use of OSS interfaces:**

3.2.1 For SBC-7STATE, SCC agrees to utilize SBC-7STATE electronic interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services or UNEs through SBC-7STATE. In addition, SCC agrees that such use will comply with the summary of SBC-7STATE 's Operating Practice No. 113, Protection of Electronic Information, titled

"Competitive Local Exchange Carrier Security Policies and Guidelines". Failure to comply with such security guidelines may result in forfeiture of electronic access to OSS functionality. In addition, SCC shall be responsible for and indemnifies SBC-7STATE against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SBC-7STATE's OSS from SCC systems, workstations or terminals or by SCC employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by SCC and shall pay SBC-7STATE for any and all damages caused by such unauthorized entry.

3.2.2 For SNET region, SCC agrees to access and utilize SNET's Enhanced Services Access Platform, (ESAP), only for the purposes described herein. SCC agrees that its access and use of ESAP shall, at all times, comport with SNET's "Wholesale CIWin User Guide", "EF User Guide", "ESAP Installation Guide", "ESAP Help Desk Guide", "CLEC Mechanized Interface Specification", and any other guide describing the interface or interface requirements that SNET may, from time to time, provide SCC (collectively, the "Guides"). Failure materially to adhere to any material provision of such Guides may result, among other things, in forfeiture of electronic access to SNET's OSS functionality via ESAP upon notice. In addition, SCC shall be responsible for and indemnifies SNET against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of SNET's OSS or ESAP from SCC complimentary systems, workstations or terminals or by SCC employees or agents any third party gaining access through information and/or facilities obtained from or utilized by SCC and shall pay SNET for any and all damages caused by such unauthorized entry.

3.3 Within SBC-7STATE regions, SCC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's End User where SCC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider. Within SNET, and SBC-AMERITECH regions, SCC's access to pre-order functions described in 4.2.2 and 4.3.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of the applicable ILEC's or requesting SCC's End User account where SCC has obtained an authorization for release of CPNI from the End User and has obtained an authorization to become the End User's Local Service Provider. The authorization for release of CPNI must substantially reflect the following:

3.3.1 Within SBC-7STATE regions, "This written consent serves as instruction to all holders of my local exchange telecommunications Customer Proprietary Network Information (CPNI) and account identification

information to provide such information to the undersigned CLEC. Specifically, I authorize disclosure of my account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription, long distance carrier identity, and pending service order activity. I have authorized, CLEC to become my local service provider. This Authorization remains in effect until such time that I revoke it directly or appoint another individual/company with such capacity or undersigned receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void."

3.3.2 Within **SNET** region, "This written consent serves as instruction to all holders of any local exchange telecommunications Customer Proprietary Network Information ("CPNI") and account identification information to provide such information to [Name of CLEC]. Specifically, I authorize disclosure of any account billing name, billing address, and directory listing information, and CPNI, including, service address, service and feature subscription and long distance carrier identity. This Authorization remains in effect until such time as I [Name of Customer] revoke(s) it directly or appoint(s) another individual/company with such capacity or [Name of CLEC] receives notice to disconnect my local exchange service or notice that a service disconnect has been performed. At and from such time, this Authorization is null and void."

3.3.3 In **SBC-13STATE** regions, SCC may choose to use ***this*** CPNI language (in Section 3.3.3) in lieu of using the CPNI language in sections 3.3.1 or 3.3.2 above (depending on region). SCC must have documented authorization for change in local exchange service and release of CPNI that adheres to all requirements of state and federal law, as applicable.

3.3.3.1 This section applies to **PACIFIC** ONLY for those CLECs who opted to use CPNI language in Section 3.3.3. For residence End Users, prior to accessing such information, SCC shall, on its own behalf and on behalf of **PACIFIC**, comply with all applicable requirements of Section 2891 of the California Public Utilities Code and 47 USC 222 (and implementing FCC decisions thereunder), and, where accessing such information via an electronic interface, SCC shall have obtained an authorization to become the End User's local service provider. Accessing such information by SCC shall constitute certification that SCC is in compliance with applicable requirements of Section 2891 and Section 222 (and implementing FCC decisions thereunder) and has complied with the prior sentence. SCC shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC decisions thereunder). SCC

agrees to indemnify, defend and hold harmless **PACIFIC** against any claim made by a residence End User or governmental entity against **PACIFIC** or SCC under Section 2891 or Section 222 (and implementing FCC decisions thereunder) or for any breach by SCC of this section.

3.3.4 Throughout **SBC-13STATE** region, SCC is solely responsible for determining whether proper authorization has been obtained and holds **SBC-13STATE** harmless from any loss on account of SCC's failure to obtain proper CPNI consent from an End User.

3.4 By utilizing electronic interfaces to access OSS functions, SCC agrees to perform accurate and correct ordering as it relates to the application of Resale rates and charges, subject to the terms of this Agreement and applicable tariffs dependent on region of operation. In addition, SCC agrees to perform accurate and correct ordering as it relates to **SBC-13STATE**'s UNE rates and charges, dependent upon region of operation, pursuant to the terms of this Agreement. SCC is also responsible for all actions of its employees using any of **SBC-13STATE**'s OSS systems. As such, SCC agrees to accept and pay all reasonable costs or expenses, including labor costs, incurred by **SBC-13STATE** caused by any and all inaccurate ordering or usage of the OSS, if such costs are not already recovered through other charges assessed by **SBC-13STATE** to SCC. In addition, SCC agrees to indemnify and hold **SBC-13STATE** harmless against any claim made by an End User of SCC or other third parties against **SBC-13STATE** caused by or related to SCC's use of any **SBC-13STATE** OSS. In addition, **SBC-13STATE** retains the right to audit all activities by SCC using any **SBC-13STATE** OSS. All such information obtained through an audit shall be deemed proprietary and shall be covered by the Parties' Mutual Confidentiality and Nondisclosure Agreement signed by a representative of SCC Communications Corp. on May 5, 2000 and by a representative of **SBC-13STATE** on April 12, 2000.

3.5 In areas where Resale Service and UNE order functions are not available via an electronic interface for the pre-order, ordering and provisioning processes, **SBC-13STATE** and SCC will use manual processes. Should SBC develop electronic interfaces for these functions for itself, SBC will make electronic access available to SCC within the specific operating region.

3.6 The Information Services (I.S.) Call Center for the **SBC-8STATE** region, and the Resource Center for the **SBC-AMERITECH** region provides for technical support function of electronic OSS interfaces. SCC will also provide a single point of contact for technical issues related to the SCC's electronic interfaces.

3.7 **SBC-13STATE** and SCC will establish interface contingency plans and disaster recovery plans for the pre-order, ordering and provisioning of Resale services and UNE.

3.8 The Parties will follow the final adopted guidelines of Change Management, as may be modified from time to time in accordance with the Change Management principles.

3.9 SBC-13STATE will, and SCC may, participate in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry guidelines for electronic interfaces for pre-order, ordering, and provisioning. Neither Party waives its rights as participants in such forums or in the implementation of the guidelines. To achieve system functionality as quickly as possible, the Parties acknowledge that SBC-13STATE may deploy interfaces with requirements developed in advance of industry guidelines. Thus, subsequent modifications may be necessary to comply with emerging guidelines. SCC and SBC-13STATE are individually responsible for evaluating the risk of developing their respective systems in advance of guidelines and agree to support their own system modifications to comply with new requirements. In addition, SBC-13STATE has the right to define Local Service Request (LSR) Usage requirements according to the General Section 1.0, paragraph 1.4 of the practices in the OBF Local Service Ordering Guidelines (LSOG), which states: "Options described in this practice may not be applicable to individual providers tariffs; therefore, use of either the field or valid entries within the field is based on the providers tariffs/practices."

3.10 Due to enhancements and on-going development of access to SBC-13STATE's OSS functions, certain interfaces described in this Appendix may be modified, temporarily unavailable or may be phased out after execution of this Appendix. SBC-13STATE shall provide proper notice of interface phase-out as required by the Change Management process.

3.11 SCC is responsible for obtaining operating system software and hardware to access SBC-13STATE OSS functions as specified in: "Requirements for Access to Southwestern Bell OSS Functions" and "Requirements for Access to Pacific Bell OSS Functions" and "SNET W-CIW in Installation Guide" and "Ameritech Electronic Service Order Guide", or any other documents or interface requirements subsequently generated by SBC-13STATE for any of its regions.

4. PRE-ORDERING

4.1 SBC-13STATE will provide real time access to pre-order functions to support SCC ordering of Resale services and UNE. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent pre-order functions that are available to SCC so that SCC order requests may be created to comply with SBC-13STATE region-specific ordering requirements.

4.2 **Pre-ordering functions for Resale Services include:**

4.2.1 For SBC-7STATE, features and services available at a valid service address (as applicable) or, for SNET, features will be available based on NPA-NXX;

4.2.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and for SBC-12STATE only, pending service order activity. SCC agrees that SCC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to SCC, and an End User authorization for release of CPNI complies with conditions as described in section 3.2 of this Appendix.

4.2.3 A telephone number (if the End User does not have one assigned) with the End User on-line;

4.2.4 Service availability dates to the End User (where available);

4.2.5 Information regarding whether dispatch is required;

4.2.6 For SBC-12STATE, Primary Interexchange Carrier (PIC) options for intraLATA toll and interLATA toll; and

4.2.7 Service address verification.

4.3 **Pre-ordering functions for UNEs include:**

4.3.1 Features available at an End Office for a valid service address (as applicable);

4.3.2 Access to SBC-13STATE retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and, for SBC-12STATE only, pending service order activity. SCC agrees that SCC's representatives will not access the information specified in this subsection until after the End User requests that his or her Local Service Provider be changed to SCC, and an End User authorization for release of CPNI complies with conditions as described in Section 3.2 of this Appendix.

4.3.3 Telephone number assignment (if the End User does not have one assigned) with the End User on-line;

4.3.4 For SBC-12STATE, Primary Interexchange Carrier options for intraLATA toll and interLATA toll;

4.3.5 Service address verification; and

4.3.6 For SBC-12STATE, Channel facility assignment (CFA), network channel (NC), and network channel interface (NCI) data.

4.4 Electronic Access to Pre-Order Functions:

4.4.1 **SBC-SWBT Resale Services Pre-order System Availability:** SBC-SWBT will provide SCC access to one or more of the following systems:

4.4.1.1 Residential Easy Access Sales Environment (R-EASE): R-EASE is an ordering entry system through which SBC-SWBT provides SCC access to the functions of pre-ordering to order SBC-SWBT residential Resale services.

4.4.1.2 Business Easy Access Sales Environment (B-EASE): B-EASE is an ordering entry system through which SBC-SWBT provides SCC access to the functions of pre-ordering to order SBC-SWBT business Resale services.

4.4.2 **PACIFIC and NEVADA Resale Services Pre-Order System Availability:** PACIFIC will provide SCC access to the following system:

4.4.2.1 Service Order Retrieval and Distribution (SORD) is available for the pre-order function of viewing the CPNI, when SORD is used to order PACIFIC Resale service.

4.4.2.2 StarWriter is available for the pre-ordering functions listed in section 4.2 when StarWriter is used to order PACIFIC single line, basic exchange, residential Resale services.

4.4.3 SNET Resale Service Pre-Order System Availability:

SNET will provide SCC access to the following applications through its proprietary W-CIWin interface.

4.4.3.1 W-SNAP is an order entry application through which SNET provides SCC access to pre-ordering functionality embedded in the ordering tool.

4.4.3.2 CCTOOLS is a toolbar that provides icons for accessing pre-order GUI applications.

4.4.3.3 Electronic Forms (EF) is an automated workflow process for obtaining pre-order information for specific complex resale products.

4.4.4 **SNET Resale and UNE Services Pre-Order System Availability:** SNET will provide SCC access to its MSAP:

4.4.4.1 MSAP is an Electronic Data Interchange (EDI) based interface which provides access to pre-order functions.

4.4.5 **SBC-AMERITECH Resale and UNE Services Pre-Order System Availability:** SBC-AMERITECH will provide SCC access to the following system:

4.4.5.1 TCNet and EDI are available for the pre-ordering functions listed in section 4.2

4.4.6 **Resale and UNE Pre-order System Availability:** SBC-7STATE will provide SCC access to the following systems (except as noted in section 4.4.6.3):

4.4.6.1 DataGate is a transaction-based data query system through which SBC-7STATE provides SCC access to pre-ordering functions. This gateway shall be a Transmission Control Protocol/Internet Protocol (TCP/IP) gateway and will, once SCC has developed its own interface, allow SCC to access the pre-order functions for Resale services and UNE. An industry standard EDI/CORBA Pre-ordering Gateway is also provided by SBC-7STATE. This pre-ordering gateway supports two structural protocols, EDI and CORBA, as recommended by the technical industry committees. EDI/CORBA, like DataGate, is application-to-application interface that can be integrated with the SCC's own negotiation system and that supports both Resale services and UNEs. Where DataGate follows industry guidelines, but is based on SBC-7STATE's proprietary pre-ordering functionality, EDI/CORBA is an industry-wide standard pre-ordering interface.

4.4.6.2 Verigate is a CLEC interface developed by SBC-7STATE that provides access to the pre-ordering functions for Resale Services and UNE. Verigate is accessible via Toolbar.

4.4.6.3 CESAR is a **PACIFIC** and **NEVADA** system which is available on an interim basis provides pre-order functions for Resale service and UNE, with the exception of viewing CPNI. The pre-order functionality of CESAR will be replaced by Verigate.

4.5 **Other Pre-order Function Availability:**

4.5.1 Where pre-ordering functions are not available electronically, SCC will manually request this information from the LSC, dependent on operating region, for inclusion on the service order request.

4.5.2 Upon request, but not more frequently than once a month, **SBC-SWBT** will provide SCC certain pre-order information in batch transmission for the purposes of back-up data for periods of system unavailability. Specifically for **SBC-SWBT** and **SBC-AMERITECH**, the following database information may be electronically provided: Street Address Guide (SAG) Guide, Service and Feature Availability by NXX, and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. Specifically for **PACIFIC**, the following database information may be electronically provided: Street Address Guide (SAG) Guide (with planned availability no later than June 1st, 2000), and a PIC list, to support address verification, service and feature availability and PIC availability, respectively. The Parties recognize such information must be used to construct order requests only in exception handling situations.

5. ORDERING/PROVISIONING

5.1 **SBC-13STATE** provides access to ordering functions (as measured from the time **SBC-13STATE** receives accurate service requests from the interface) to support SCC provisioning of Resale services and UNE via one or more electronic interfaces. To order Resale services and UNEs, SCC will format the service request to identify what features, services, or elements it wishes **SBC-13STATE** to provision in accordance with applicable **SBC-13STATE** ordering requirements. **SBC-13STATE** will provide SCC access to one or more of the following systems or interfaces:

5.2 **Resale Service Order Request System Availability:**

5.2.1 In **SBC-SWBT**:

5.2.1.1 R-EASE is available for the ordering of residential Resale services.

5.2.1.2 B-EASE is available for the ordering of business Resale services.

5.2.1.3 SORD interface provides SCC with the ability to create Resale orders as well as certain complex Resale orders that cannot be ordered through Easy Access Sales Environment (EASE), Electronic Data Interchange (EDI) or Local Exchange (LEX). In addition, the SORD interface supports the modification of service orders submitted electronically by SCC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD: If SCC chooses to use SORD to issue orders, then SCC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by SCC. SCC may need to call the LSC to obtain additional information. SCC may also choose to clear service order errors, even though SCC is not initiating service orders via SORD. SCC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.2.2 In NEVADA only:

5.2.2.1 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.2.2 When available, SORD system will support the ordering of all Resale Services.

5.2.3 In PACIFIC only:

5.2.3.1 StarWriter supports the ordering of single line, basic exchange, and residential Resale services.

5.2.3.2 Pacific Bell Service Manager (PBSM) is available for ordering Centrex and ISDN Resale services.

5.2.3.3 SORD system supports the ordering of all Resale Services.

5.2.4 In SNET, Resale ordering is supported by W-CIWin (SNET's proprietary GUI interface).

5.2.4.1 W-SNAP is made available for the ordering of non-complex Resale products and services.

5.2.4.2 Order Negotiation (as part of CCTOOLS) is made available for the ordering of complex Resale products and services.

5.2.4.3 Electronic Forms (EF) is an automated workflow process for ordering of specific complex Resale products and services.

5.3 **Resale and UNE Service Order Request Ordering System Availability:**

5.3.1 SBC-13STATE makes available to SCC an Electronic Data Interchange (EDI) interface for transmission of SBC-13STATE ordering requirements via formats provided on the Local Service Request (LSR) as defined by the OBF and via EDI mapping as defined by TCIF. In ordering and provisioning Resale, SCC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's Resale ordering requirements, dependent on operating region. In ordering and provisioning UNE, SCC and SBC-13STATE will utilize industry guidelines developed by OBF and TCIF EDI to transmit data based upon SBC-13STATE's UNE ordering requirements dependent on operating region. In addition, Local Number Portability (LNP) and, where applicable, Interim Number Portability (INP), will be ordered consistent with the OBF LSR and EDI process.

5.3.2 For SBC-SWBT and PACIFIC regions, SORD interface provides SCC with the ability to create UNE orders as well as certain complex UNE orders that cannot be initiated through EASE, EDI or LEX.

5.3.2.1 For SBC-SWBT region, SORD interface supports the modification of service orders submitted electronically by SCC. The Parties agree that the following conditions are applicable to electronically generated service orders with errors corrected via SORD. If SCC chooses to use SORD to issue orders, then SCC becomes responsible for correction of all service order errors between order application and order completion that occur on mechanically generated service orders created or modified by SCC. SCC may need to call the LSC to obtain additional information. SCC may also choose to clear service order errors, even though SCC is not initiating service orders via SORD. SCC would then become responsible for correction of all errors, as detailed above. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.2.2 In PACIFIC region, any service order errors will be corrected by the LSC. SCC will be given a list generated by the LSC of SCC order errors, and SCC will be responsible for contacting their customer when necessary to clear an error. With SCC being the point of contact for their customer, the SCC agrees to respond timely to the LSC with correct information in order for LSC to

complete the correction of the error and subsequent completion of the order. For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.3.3 In ordering and provisioning Unbundled Dedicated Transport and local interconnection trunks, SCC and SBC will utilize industry ASR guidelines developed by OBF based upon SBC ordering requirements. In **SBC-SWBT**, **SNET**, and **SBC-AMERITECH**, EXACT supports the ordering of Unbundled Dedicated Transport and local interconnection trunks. In **PACIFIC** and **NEVADA** CESAR supports the ordering of Unbundled Dedicated Transport and local interconnection trunks.

5.3.4 For **SBC-SWBT** and **PACIFIC**, LEX is an End User interface that provides access to the ordering functions for Resale Services and UNE.

5.3.5 In **SNET**, MSAP (**SNET**'s EDI-based industry standard app-to-app interface) is available for the ordering of both complex and non-complex Resale Services, as well as the ordering of UNEs.

5.4 **Provisioning for Resale Services and UNE in SBC-SWBT**: **SBC-SWBT** will provision Resale services and UNE as detailed in SCC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.4.1 Order Status will allow SCC to check service order status. Order Status and Provisioning Order Status are both accessible via **SBC-SWBT** Toolbar. In addition, pending orders can be viewed in SORD.

5.4.2 For EDI ordering, **SBC-SWBT** will provide, and SCC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. **SBC-SWBT** will provide SCC with a FOC for each Resale service and UNE request.

5.4.3 As detailed in section 5.2.1 and 5.3.2, the Parties agree that the following timelines are applicable to electronically generated service orders with errors corrected via SORD:

5.4.3.1 Errors occurring between application and distribution must be corrected within five (5) hours for a simple order and within twenty four (24) hours for a complex order;

5.4.3.2 Error Service Order Image (ESOI) errors must be corrected within three (3) business hours.

5.4.3.3 Service orders will be excluded from calculation of the results for all related performance measurements, described in Appendix Performance Measurements, if SCC fails to correct service order errors within the timeframes specified in this Section 5.4.3.

5.4.3.4 Additionally, service orders with errors that occur after order generation, but prior to distribution will not qualify for an SBC issued FOC.

5.4.4 A file transmission may be provided to confirm order completions for R-EASE or B-EASE order processing. This file will provide service order information of all distributed and completed orders for SCC.

5.5 **Provisioning for Resale services and UNEs in PACIFIC and NEVADA:** PACIFIC and NEVADA will provision Resale services and UNE as detailed in SCC order requests. Access to status on such orders is provided via the following electronic interfaces:

5.5.1 Pacific Bell Order Dispatch (PBOD) functions via DataGate allows SCC to check status of basic exchange service orders that require field work. PACIFIC also offers Provisioning order status to check the status of service orders.

5.5.2 For EDI ordering, PACIFIC shall provide SCC, and SCC shall use, an EDI interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and, as available, other provisioning data and information. PACIFIC will provide SCC with a FOC for each Resale service and UNE request.

5.5.3 For terms and conditions for service order error correction within SORD, see section 5.4.3.

5.6 **Provisioning for Resale Services and UNEs in SBC-AMERITECH and SNET:** SBC-SMERITECH and SNET will provision Resale services and UNE as detailed in SCC order requests. Access to status on such orders will be provided via the following electronic interfaces:

5.6.1 For EDI ordering, SBC-AMERITECH and SNET provide SCC, and SCC shall use, an EDI interface for transferring and receiving orders, FOC, Service Order Completion (SOC), and, as available, other provisioning data and information. SBC-AMERITECH and SNET will provide SCC with a FOC for each Resale service and UNE request.

6. MAINTENANCE/REPAIR

6.1 Two real time electronic interfaces are accessible in each region to place, and check the status of, trouble reports for both Resale services and UNEs. Upon request, SCC may access these functions via the following methods:

6.1.1 In SBC-SWBT, Trouble Administration (TA) system access provides SCC with SBC-SWBT software that allows SCC to submit trouble reports and subsequently check status on trouble reports for SCC End-Users. TA will provide the ability to review the maintenance history of a converted Resale SCC account. TA is accessible via SBC-SWBT Toolbar.

6.1.2 In PACIFIC and NEVADA, Pacific Bell Service Manager (PBSM) allows SCC to perform MLT, issue trouble tickets, view status, and view trouble history on-line.

6.1.3 In SBC-AMERITECH, Electronic Bonding for Trouble Administration (EBTA-GUI) allows SCC to issue trouble tickets, view status, and view trouble history on-line.

6.1.4 In SNET the maintenance and repair functionality for Resale services and UNEs is available via the MSAP EDI interface. In addition, for Resale products and services, trouble history and trouble status functions are available via CCTOOLS.

6.1.5 In SBC-12STATE, Electronic Bonding Interface (EBI) is an interface that is available for trouble report submission and status updates. EBI conforms to ANSI guidelines T1:227:1995 and T1.228:1995, Electronic Communications Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all guidelines referenced within those documents, as mutually agreed upon by SCC and SBC-12STATE. Functions currently implemented include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in 6 and 9 of ANSI T1.228:1995. SCC and SBC-12STATE will exchange requests over a mutually agreeable X.25-based network.

7. BILLING

7.1 SBC-7STATE will bill SCC for Resold services and UNEs. SBC-7STATE will send associated billing information to SCC as necessary to allow SCC to perform billing functions. At minimum SBC-7STATE will provide SCC billing information in a paper format or via magnetic tape, as agreed to between SCC and SBC-7STATE.

7.1.1 For Resale Services in PACIFIC, SCC may elect to receive Custom Billing

Disk/ CD Bill. Custom Billing Disk/ CD Bill provides an electronic bill with the same information as a paper bill along with various reporting options.

7.1.2 For Resale Services in SBC-AMERITECH, SCC may elect to receive its bill on CD.

7.2 Electronic access to billing information for Resale services will also be available via the following interfaces:

7.2.1 In SBC-SWBT, SCC may receive Bill Plus™, an electronic version of its bill, as described in, and in accordance with, SBC-SWBT's Local Exchange Tariff.

7.2.2 In SBC-SWBT, SCC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.

7.2.3 In SBC-7STATE, SCC may receive a mechanized bill format via the EDI 811 transaction set.

7.2.4 In SBC-12STATE, SCC may receive electronically a Usage Extract Feed, or in SNET, a Daily Usage Feed (DUF). On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMR format.

7.2.5 In SBC-7STATE, SCC may receive Local Disconnect Report records (via CARE records) or, in SNET Loss Notification File (via CARE-like records), electronically, that indicate when SCC's End Users change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

7.2.6 In SNET, SCC may receive a Billing Detail File on cartridge or magnetic tape.

7.2.7 In SBC-AMERITECH, SCC may receive a mechanized bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

7.3 Electronic access to billing information for UNE will also be available via the following interfaces:

7.3.1 SBC-8STATE makes available to SCC a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on SCC's paper bill.

SBC-AMERITECH also makes available to SCC a local bill via the SBC-AMERITECH Electronic Billing System (AEBS) transaction set.

7.3.2 In SBC-SWBT, SCC may also view billing information through the Bill Information interface. Bill Information will be accessible via SBC-SWBT Toolbar.

7.3.3 In SBC-12STATE, SCC will receive a Usage Extract Feed, or in SNET, a Daily Usage Feed (DUF), electronically, on a daily basis, with information on the usage billed to its accounts for UNEs in the industry standardized Exchange Message Record (EMR) format.

7.3.4 SBC-7STATE, SCC may receive Local Disconnect Report records (via CARE records) electronically that indicate when SCC's End Users, utilizing SBC-7STATE, ports, change their Competitive Local Exchange Carrier. In SBC-AMERITECH this information is provided via the EDI 836 transaction set.

8. REMOTE ACCESS FACILITY

8.1 For the SBC-SWBT region, SCC must access the following OSS interfaces via a CLEC Remote Access Facility (LRAF) located in Dallas, Texas: R-EASE; B-EASE; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar, Trouble Administration, Order Status, Provisioning Order Status, Verigate, LEX, and Bill Information. Connection to the LRAF will be established via a "port" either through dial-up or direct connection as described in Section 8.3. SCC may utilize a port to access these interfaces to perform the supported functions in any SBC-SWBT state where SCC has executed an Appendix OSS.

8.2 In PACIFIC and NEVADA regions, SCC must access the following OSS interfaces via a CLEC Remote Access Facility (PRAF) located in Fairfield, California: StarWriter; DataGate; EDI-Ordering; SORD; Electronic Bonding via EDI/SSL or CORBA; and via Toolbar Verigate, LEX, Order Status, PBSM, and Provisioning Order Status. Connection to the PRAF will be established via a "port" either through dial-up or direct connection as described in Section 8.3. SCC may utilize a port to access these interfaces to perform the supported functions in PACIFIC or NEVADA where SCC has executed an Appendix OSS and purchases System Access in that state.

8.3 For SBC-7STATE, SCC may use three types of access: Switched, Private Line, and Frame Relay. For Private Line and Frame Relay "Direct Connections," SCC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). The demarcation point shall be the router interface at the LRAF and/or PRAF. Switched Access "Dial-up Connections" require SCC to

provide its own modems and connection to the **SBC-SWBT** LRAF and the **PACIFIC** PRAF. SCC shall pay the cost of the call if Switched Access is used.

8.4 For **SBC-7STATE**, SCC shall use TCP/IP to access **SBC-7STATE** OSS via the LRAF and the PRAF. In addition, each SCC shall have one valid Internet Protocol (IP) network address per region. SCC shall maintain a user-id / password unique to each individual for accessing a **SBC-SWBT** OSS and **PACIFIC** OSS on SCC's behalf. SCC shall provide estimates regarding its volume of transactions, number of concurrent users, desired number of private line or dial-up (switched) connections, and length of a typical session.

8.5 For **SBC-7STATE**, SCC shall attend and participate in implementation meetings to discuss SCC LRAF/PRAF access plans in detail and schedule testing of such connections.

8.6 For **SBC-AMERITECH**, SCC may use four types of access: DSO(56KB), DS1 (1.5MB), dedicated and Frame Relay (DS0 and DS1). SCC shall provide its own router, circuit, and two Channel Service Units/Data Service Units (CSU/DSU). SCC must use a legal IP address for its end of the connection.

8.7 For **SNET** region, SCC may use a private line connection. SCC shall provide and maintain own router and CSU/DSU.

9. DATA CONNECTION SECURITY REQUIREMENTS

9.1 SCC agrees that interconnection of SCC data facilities with **SBC-13STATE** data facilities for access to OSS will be in compliance with **SBC-13STATE**'s Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document current at the time of initial connection to a RAF. The following additional terms in this Section 8 govern direct and dial up connections between SCC and the PRAF and LRAF for access to OSS Interfaces.

9.2 **Joint Security Requirements**

9.2.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.)

9.2.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records, system configuration, time limits of user access or system interfaces. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a

compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.

9.2.3 Each Party shall notify the other party immediately, upon termination of employment of an individual user with approved access to the other Party's network.

9.2.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.

9.2.5 All physical access to equipment and services required to transmit data will be in secured locations. Verification of authorization will be required for access to all such secured locations. A secured location is where walls and doors are constructed and arranged to serve as barriers and to provide uniform protection for all equipment used in the data connections which are made as a result of the user's access to either SCC or SBC-13STATE network. At a minimum, this shall include: access doors equipped with card reader control or an equivalent authentication procedure and/or device, and egress doors which generate a real-time alarm when opened and which are equipped with tamper resistant and panic hardware as required to meet building and safety standards.

9.2.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

9.3 **Additional Responsibilities of Both Parties**

9.3.1 Modem/DSU Maintenance And Use Policy: To the extent the access provided hereunder involves the support and maintenance of SCC equipment on SBC-13STATE's premises, such maintenance will be provided under the terms of the Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures document cited above.

9.3.2 Monitoring: Each Party will monitor its own network relating to any user's access to the Party's networks, processing systems, and applications. This information may be collected, retained, and analyzed to identify potential security risks without notice. This information may include, but is not limited to, trace files, statistics, network addresses, and the actual data or screens accessed or transferred.

9.3.3 Each Party shall notify the other Party's security organization immediately upon initial discovery of actual or suspected unauthorized access to, misuse of, or other "at risk" conditions regarding the identified data facilities or information. Each Party shall provide a specified point of contact. If either Party suspects unauthorized or inappropriate access, the Parties shall work together to isolate and resolve the problem.

9.3.4 In the event that one Party identifies inconsistencies or lapses in the other Party's adherence to the security provisions described herein, or a discrepancy is found, documented, and delivered to the non-complying Party, a corrective action plan to address the identified vulnerabilities must be provided by the non-complying Party within thirty (30) calendar days of the date of the identified inconsistency. The corrective action plan must identify what will be done, the Party accountable/responsible, and the proposed compliance date. The non-complying Party must provide periodic status reports (minimally monthly) to the other Party's security organization on the implementation of the corrective action plan in order to track the work to completion.

9.3.5 In the event there are technological constraints or situations where either Party's corporate security requirements cannot be met, the Parties will institute mutually agreed upon alternative security controls and safeguards to mitigate risks.

9.3.6 All network-related problems will be managed to resolution by the respective organizations, SCC or **SBC-13STATE**, as appropriate to the ownership of a failed component. As necessary, SCC and **SBC-13STATE** will work together to resolve problems where the responsibility of either Party is not easily identified.

9.4 **Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel:**

9.4.1 Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 9.5 - 9.11 summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to SCC or **SBC-13STATE**, respectively, as the providers of the computer, network or information in question.

9.4.2 It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Attachment. Adherence to these policies is a requirement for continued access to the other Party's

systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

9.5 **General Policies**

9.5.1 Each Party's resources are for approved business purposes only.

9.5.2 Each Party may exercise at any time its right to inspect, record, and/or remove all information contained in its systems, and take appropriate action should unauthorized or improper usage be discovered.

9.5.3 Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

9.5.4 Authorized users must not develop, copy or use any program or code which circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

9.5.5 Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

9.6 **User Identification**

9.6.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.

9.6.2 User identification shall be accomplished by the assignment of a unique, permanent user id, and each user id shall have an associated identification number for security purposes.

9.6.3 User ids will be revalidated on a monthly basis.

9.7 **User Authentication**

9.7.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.

9.7.2 Passwords must not be stored in script files.

9.7.3 Passwords must be entered by the user in real time.

9.7.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user id; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.

9.7.5 Systems will require users to change their passwords regularly (usually every 31 days).

9.7.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.

9.7.7 Personal passwords must not be shared. A user who has shared his password is responsible for any use made of the password.

9.8 Access and Session Control

9.8.1 Destination restrictions will be enforced at remote access facilities used for access to OSS Interfaces. These connections must be approved by each Party's corporate security organization.

9.8.2 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.

9.9 User Authorization

9.9.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user id is approved for access to the system.

9.10 Software And Data Integrity

9.10.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.

9.10.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.

9.10.3 Unauthorized use of copyrighted software is prohibited on each Party's corporate systems that can be access through the direct connection or dial up access to OSS Interfaces.

9.10.4 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

9.11 **Monitoring And Audit**

9.11.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

"This is a (SBC-13STATE or SCC) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."

9.11.2 After successful authentication, each session will display the last logon date/time and the number of unsuccessful logon attempts. The user is responsible for reporting discrepancies.

10. OPERATIONAL READINESS TEST (ORT) FOR ORDERING/PROVISIONING AND REPAIR/ MAINTENANCE INTERFACES

10.1 Prior to live access to interface functionality, the Parties must conduct Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the OSS functions. ORT will be completed in conformance with agreed upon processes and implementation dates.

10.2 Prior to live system usage, SCC must complete user education classes for **SBC-13STATE**-provided interfaces that affect the **SBC-13STATE** network. Course descriptions for all available classes by region are posted on the CLEC website in the Customer Education section. CLEC Training schedules by region are also available on the CLEC website and are subject to change, with class lengths varying. Classes are train-the-trainer format to enable SCC to devise its own course work for its own employees. Charges as specified below will apply for each class:

Training Rates	5 day class	4.5 day class	4 day class	3.5 day class	3 day class	2.5 day class	2 day class	1.5 day class	1 day class	1/2 day class
1 to 5 students	$4,050	$3,650	$3,240	$2,835	$2,430	$2,025	$1,620	$1,215	$810	$405
6 students	$4,860	$4,380	$3,890	$3,402	$2,915	$2,430	$1,945	$1,455	$970	$490
7 students	$5,670	$5,100	$4,535	$3,969	$3,400	$2,835	$2,270	$1,705	$1,135	$570
8 students	$6,480	$5,830	$5,185	$4,536	$3,890	$3,240	$2,590	$1,950	$1,300	$650
9 students	$7,290	$6,570	$5,830	$5,103	$4,375	$3,645	$2,915	$2,190	$1,460	$730
10 students	$8,100	$7,300	$6,480	$5,670	$4,860	$4,050	$3,240	$2,430	$1,620	$810
11 students	$8,910	$8,030	$7,130	$6,237	$5,345	$4,455	$3,565	$2,670	$1,780	$890
12 students	$9,720	$8,760	$7,780	$6,804	$5,830	$4,860	$3,890	$2,920	$1,945	$970

10.3 A separate agreement will be required as a commitment to pay for a specific number of SCC students in each class. SCC agrees that charges will be billed by **SBC-13STATE** and SCC payment is due thirty (30) days following the bill date. SCC agrees that personnel from other competitive Local Service Providers may be scheduled into any class to fill any seats for which the SCC has not contracted. Class availability is first-come, first served with priority given to CLECs who have not yet attended the specific class.

10.4 Class dates will be based upon **SBC-13STATE** availability and will be coordinated among SCC, SCC's **SBC-13STATE** Account Manager, and **SBC-13STATE** Industry Markets CLEC Training Product Management.

10.5 SCC agrees to pay the cancellation fee of the full price noted in the separate agreement if SCC cancels scheduled classes less than two (2) weeks prior to the scheduled start date. SCC agrees to provide to **SBC-13STATE** completed registration forms for each student no later than one week prior to the scheduled training class.

10.6 SCC agrees that SCC personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other **SBC-13STATE** system are strictly prohibited.

10.7 SCC further agrees that training material, manuals and instructor guides can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of SBC-**13STATE**'s OSS in accordance with this Appendix and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations of Section 20 of the General Terms and Conditions.

11. MISCELLANEOUS CHARGES

11.1 For **SBC-SWBT** region only, should SCC request the Bill Plus™, as described in 7.2.1, SCC agrees to pay applicable tariffed rate, less Resale discount.

11.2 For SBC-7STATE, should SCC request the billing function for Usage Billable Records, as described in 7.2.4 and 7.3.3, SCC agrees to pay established rates pursuant to Appendix Pricing.

11.3 For SBC-7STATE, should SCC request the Local Disconnect Report, as described in 7.2.5 and 7.3.4, SCC agrees to pay established rates pursuant to Appendix Pricing.

11.4 For SBC-13STATE, should SCC request custom development of an exclusive interface to support OSS functions, such development will be considered by SBC-13STATE on an Individual Case Basis (ICB) and priced as such.

11.5 SNET will charge for the Billing Detail File, Daily Usage Feed, and Loss Notification File at rates filed and approved by DPUC.

12. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

12.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.8 As used herein, **Service Bureau Provider** means a company which has been engaged by SCC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.

1.9 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The existence of any particular performance measure, or the language describing that measure, is not evidence that SCC is entitled to any particular manner of access, nor is it evidence that SBC-13STATE is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

2.1 These liquidated damages shall be the sole and exclusive remedy of SCC for SBC 13-STATE's failure to meet specified performance measures and shall be in lieu of any other damages SCC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of SBC-13STATE performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which SBC-13STATE achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for both SBC-13STATE and SCC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by SCC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 14 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by SBC-13STATE to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 14.

4. SPECIFIED PERFORMANCE STANDARDS

4.1 SBC-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC-13STATE's control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by SCC that is contrary to any of its obligations under its interconnection agreement with SBC-13STATE or law; (iii) environmental events beyond SBC-13STATE's control even though not considered "Force Majeure"; and (iv) problems associated with third-party systems or equipment including systems, equipment and services provided by Service Bureau Provider, which could not be avoided by SBC-13STATE through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to SBC-13STATE.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

5.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which SCC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of SCC having available to its End User opportunities similar to those opportunities available to SBC-13STATE at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages SCC would sustain if a Specified Performance Breach occurs, SBC-13STATE agrees to pay SCC Liquidated Damages, subject to Section 6.1 below.

6. LIQUIDATED DAMAGES AS FORM OF REMEDY

6.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages SCC would sustain if its damages were readily ascertainable; c) neither Party will be required to provide any proof of Liquidated Damages; and d) the Liquidated Damages provided herein will constitute full compensation for any failure of SBC-13STATE to meet a specified performance commitment in this Attachment and any specific time commitments for the same activity contained in any other Attachments or Appendices.

7. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

7.1 Liquidated damages apply to the available, non-diagnostic measurements of the FCC Merger Conditions designated in Section 14 below, when SBC-13STATE delivers non-complaint performance as defined in 3.1.3. In no event shall SBC-13STATE be required to pay liquidated damages for any performance which was at parity or in compliance with the applicable benchmark at the time that the performance occurred.

7.2 The Table of Critical Values (Section 9) gives the maximum number, F, of measurements of those required to be reported to SCC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.

7.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after SCC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.

7.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. $500 is paid for each ordinary failure in excess of F. $2,500 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be (10-8)*$500 + $2,500 = $3,500. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

8. LIQUIDATED DAMAGES; METHOD OF CALCULATION

8.1 SBC-13STATE and SCC agree to use the following as statistical tests for evaluating the compliance of SCC results with the Performance Criterion. These tests are applicable if the number of data points for each of SBC-13STATE and SCC is greater than or equal to 30 for a given measurement.

8.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that SCC's results are significantly worse than either the comparable result for SBC-13STATE or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\delta_{DIFF} = SQRT [\delta^2_{ILEC} (1/n_{CLEC} + 1/n_{ILEC})]$
δ^2_{ILEC} = Calculated variance for ILEC.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = P_{ILEC} - P_{CLEC}$
P_{ILEC} = ILEC Proportion
P_{CLEC} = CLEC Proportion
$\delta_{DIFF} = SQRT [\delta^2_{ILEC} (1/n_{CLEC} + 1/n_{ILEC})]$
$\delta^2_{ILEC} = P_{ILEC} (1 - P_{ILEC})$.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

In the event that $P_{ILEC} = 0$ (and low values are associated with good service), the above test cannot be used. In such cases, Fisher's Exact Test is used to calculate the probability, P_{FE}, of the data given the hypothesis of parity.:

$$P_{FE} = 1 - \sum_{x=0}^{H_{CLEC}-1} \frac{\binom{n_{CLEC}}{x}\binom{n_{ILEC}}{H_{CLEC}+H_{ILEC}-x}}{\binom{n_{CLEC}+n_{ILEC}}{H_{CLEC}+H_{ILEC}}}$$

Where;
$H_{CLEC} = P_{CLEC} n_{CLEC}$
$H_{ILEC} = P_{ILEC} n_{ILEC}$.

If $P_{ILEC} = 1$ (and high values are associated with good service), the same formula is used with the following interpretation:

$H_{CLEC} = n_{CLEC} - P_{CLEC}n_{CLEC}$
$H_{ILEC} = n_{ILEC} - P_{ILEC}n_{ILEC}$

Of course if it is also true that $H_{CLEC} = 0$, then $P_{FE} = 1$ because the results are at parity.

For parity measures that are expressed as Rates or Ratios: a binomial test is used to calculate the probability of the data given the hypothesis of parity:

$$P_{Rate} = 1 - \sum_{x=0}^{H_{CLEC}-1} \binom{N}{x} p^x (1-p)^{N-x}$$

Where;
H_{CLEC} = numerator for the CLEC
H_{ILEC} = numerator for the ILEC
$N = H_{CLEC} + H_{ILEC}$
D_{CLEC} = denominator for CLEC
D_{ILEC} = denominator for ILEC
$p = D_{CLEC} / (D_{CLEC} + D_{ILEC})$

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$t = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{CLEC} - BM$
M_{CLEC} = CLEC Average
BM = Benchmark
$\delta_{DIFF} = SQRT [\delta^2_{CLEC} (1/ n_{CLEC})]$
δ^2_{CLEC} = Calculated variance for CLEC.
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^{K}\binom{N}{x}B^{x}(1-B)^{N-x}$$

Where

K = PN

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1-\sum_{x=0}^{K-1}\binom{N}{x}B^{x}(1-B)^{N-x}$$

with the same definition of symbols as is given above.

8.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find the value of M in the columns of the table with the heading "M". (3 To the immediate right of the value of M, find the value in the column labeled "F". This is the maximum number of measures that may be failed when there are M measures being evaluated. (4)) To the immediate right of F in the column labeled "P" is the critical probability for determining compliance in each statistical test performed on the M measures Statistical tests that yield probabilities less than this value indicate failures for the sub-measure.

9. TABLE OF CRITICAL VALUES

M	F	P	M	F	P	M	F	P	M	F	P	M	F	P	M	F	P
1	0	0.010	71	8	0.051	141	14	0.054	211	19	0.054	281	23	0.051	351	28	0.052
2	1	0.100	72	8	0.050	142	14	0.054	212	19	0.053	282	23	0.051	352	28	0.052
3	1	0.059	73	9	0.059	143	14	0.054	213	19	0.053	283	23	0.051	353	28	0.052
4	2	0.141	74	9	0.058	144	14	0.053	214	19	0.053	284	23	0.050	354	28	0.051
5	2	0.106	75	9	0.057	145	14	0.053	215	19	0.053	285	23	0.050	355	28	0.051
6	2	0.085	76	9	0.056	146	14	0.052	216	19	0.052	286	23	0.050	356	28	0.051
7	2	0.071	77	9	0.055	147	14	0.052	217	19	0.052	287	24	0.053	357	28	0.051
8	2	0.061	78	9	0.055	148	14	0.052	218	19	0.052	288	24	0.052	358	28	0.051
9	2	0.053	79	9	0.054	149	14	0.051	219	19	0.052	289	24	0.052	359	28	0.051
10	3	0.093	80	9	0.053	150	14	0.051	220	19	0.051	290	24	0.052	360	28	0.051
11	3	0.084	81	9	0.053	151	14	0.051	221	19	0.051	291	24	0.052	361	28	0.050
12	3	0.076	82	9	0.052	152	14	0.050	222	19	0.051	292	24	0.052	362	28	0.050
13	3	0.069	83	9	0.051	153	15	0.055	223	19	0.051	293	24	0.052	363	28	0.050
14	3	0.064	84	9	0.051	154	15	0.054	224	19	0.050	294	24	0.051	364	28	0.050
15	3	0.059	85	9	0.050	155	15	0.054	225	19	0.050	295	24	0.051	365	29	0.052
16	3	0.055	86	10	0.057	156	15	0.054	226	20	0.053	296	24	0.051	366	29	0.052
17	3	0.052	87	10	0.057	157	15	0.053	227	20	0.053	297	24	0.051	367	29	0.052
18	4	0.077	88	10	0.056	158	15	0.053	228	20	0.053	298	24	0.051	368	29	0.052
19	4	0.073	89	10	0.055	159	15	0.053	229	20	0.053	299	24	0.050	369	29	0.052
20	4	0.069	90	10	0.055	160	15	0.052	230	20	0.052	300	24	0.050	370	29	0.051
21	4	0.065	91	10	0.054	161	15	0.052	231	20	0.052	301	24	0.050	371	29	0.051
22	4	0.062	92	10	0.053	162	15	0.052	232	20	0.052	302	25	0.053	372	29	0.051
23	4	0.059	93	10	0.053	163	15	0.051	233	20	0.052	303	25	0.052	373	29	0.051
24	4	0.057	94	10	0.052	164	15	0.051	234	20	0.051	304	25	0.052	374	29	0.051
25	4	0.054	95	10	0.052	165	15	0.051	235	20	0.051	305	25	0.052	375	29	0.051
26	4	0.052	96	10	0.051	166	15	0.050	236	20	0.051	306	25	0.052	376	29	0.051
27	5	0.070	97	10	0.051	167	15	0.050	237	20	0.051	307	25	0.052	377	29	0.050
28	5	0.068	98	10	0.050	168	16	0.054	238	20	0.051	308	25	0.052	378	29	0.050
29	5	0.065	99	11	0.056	169	16	0.054	239	20	0.050	309	25	0.051	379	29	0.050
30	5	0.063	100	11	0.056	170	16	0.053	240	20	0.050	310	25	0.051	380	29	0.050
31	5	0.061	101	11	0.055	171	16	0.053	241	21	0.053	311	25	0.051	381	30	0.052
32	5	0.059	102	11	0.055	172	16	0.053	242	21	0.053	312	25	0.051	382	30	0.052
33	5	0.057	103	11	0.054	173	16	0.053	243	21	0.053	313	25	0.051	383	30	0.052
34	5	0.055	104	11	0.054	174	16	0.052	244	21	0.052	314	25	0.051	384	30	0.052
35	5	0.054	105	11	0.053	175	16	0.052	245	21	0.052	315	25	0.050	385	30	0.051
36	5	0.052	106	11	0.053	176	16	0.052	246	21	0.052	316	25	0.050	386	30	0.051
37	5	0.051	107	11	0.052	177	16	0.051	247	21	0.052	317	25	0.050	387	30	0.051
38	6	0.065	108	11	0.052	178	16	0.051	248	21	0.052	318	26	0.052	388	30	0.051
39	6	0.063	109	11	0.051	179	16	0.051	249	21	0.051	319	26	0.052	389	30	0.051
40	6	0.061	110	11	0.051	180	16	0.050	250	21	0.051	320	26	0.052	390	30	0.051
41	6	0.060	111	11	0.050	181	16	0.050	251	21	0.051	321	26	0.052	391	30	0.051
42	6	0.058	112	12	0.056	182	17	0.054	252	21	0.051	322	26	0.052	392	30	0.051
43	6	0.057	113	12	0.055	183	17	0.054	253	21	0.051	323	26	0.052	393	30	0.050
44	6	0.055	114	12	0.055	184	17	0.053	254	21	0.050	324	26	0.051	394	30	0.050

45	6	0.054	115	12	0.054	185	17	0.053	255	21	0.060	325	26	0.051	395	30	0.050
46	6	0.053	116	12	0.054	186	17	0.053	256	22	0.053	326	26	0.051	396	31	0.052
47	6	0.052	117	12	0.054	187	17	0.052	257	22	0.053	327	26	0.051	397	31	0.052
48	6	0.051	118	12	0.053	188	17	0.052	258	22	0.053	328	26	0.051	398	31	0.052
49	7	0.062	119	12	0.053	189	17	0.052	259	22	0.052	329	26	0.051	399	31	0.052
50	7	0.061	120	12	0.052	190	17	0.052	260	22	0.052	330	26	0.050	400	31	0.052
51	7	0.059	121	12	0.052	191	17	0.051	261	22	0.052	331	26	0.050	401	31	0.051
52	7	0.058	122	12	0.051	192	17	0.051	262	22	0.052	332	26	0.050	402	31	0.051
53	7	0.057	123	12	0.051	193	17	0.051	263	22	0.052	333	27	0.052	403	31	0.051
54	7	0.056	124	12	0.050	194	17	0.051	264	22	0.051	334	27	0.052	404	31	0.051
55	7	0.055	125	13	0.056	195	17	0.050	265	22	0.051	335	27	0.052	405	31	0.051
56	7	0.054	126	13	0.055	196	17	0.050	266	22	0.051	336	27	0.052	406	31	0.051
57	7	0.053	127	13	0.055	197	18	0.054	267	22	0.051	337	27	0.052	407	31	0.051
58	7	0.052	128	13	0.054	198	18	0.053	268	22	0.051	338	27	0.052	408	31	0.050
59	7	0.051	129	13	0.054	199	18	0.053	269	22	0.050	339	27	0.051	409	31	0.050
60	7	0.050	130	13	0.053	200	18	0.053	270	22	0.050	340	27	0.051	410	31	0.050
61	8	0.060	131	13	0.053	201	18	0.052	271	23	0.053	341	27	0.051	411	31	0.050
62	8	0.059	132	13	0.053	202	18	0.052	272	23	0.053	342	27	0.051	412	32	0.052
63	8	0.058	133	13	0.052	203	18	0.052	273	23	0.052	343	27	0.051	413	32	0.052
64	8	0.057	134	13	0.052	204	18	0.052	274	23	0.052	344	27	0.051	414	32	0.052
65	8	0.056	135	13	0.051	205	18	0.051	275	23	0.052	345	27	0.051	415	32	0.052
66	8	0.055	136	13	0.051	206	18	0.051	276	23	0.052	346	27	0.050	416	32	0.051
67	8	0.054	137	13	0.051	207	18	0.051	277	23	0.052	347	27	0.050	417	32	0.051
68	8	0.053	138	13	0.050	208	18	0.051	278	23	0.052	348	27	0.050	418	32	0.051
69	8	0.053	139	14	0.055	209	18	0.050	279	23	0.051	349	28	0.052	419	32	0.051
70	8	0.052	140	14	0.055	210	18	0.050	280	23	0.051	350	28	0.052	420	32	0.051

10. LIMITATIONS

10.1 SBC-13STATE will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except by application of the procedure provided for under Section 11.5. Any dispute regarding whether a SBC-13STATE performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.

10.2 SBC-13STATE shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond SBC-13STATE's control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by SCC that is contrary to any of its obligations under its interconnection agreement with SBC-13STATE or law; (iii) environmental events beyond SBC-13STATE's control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be

avoided by SBC-13STATE through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to SBC-13STATE and (v) delays or other problems resulting from actions of a Service Bureau Provider acting on SCC's behalf for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.

10.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of SBC-13STATE's compliance with the Performance Criteria, or (ii) only suspends SBC-13STATE's ability to timely perform the activity, the applicable time frame in which SBC-13STATE's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

11. RECORDS AND REPORTS

11.1 SBC-13STATE will not levy a separate charge for provision of the data to SCC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.

11.2 Reports are to be made available to SCC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.

11.3 SCC will have access to monthly reports through an interactive Website.

11.4 SBC-13STATE will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.

11.5 The measurement data herein shall be collected, reported and used to calculate payments or penalties on a per CLEC operating entity basis. The results of multiple CLEC affiliates shall not be combined for any purpose under this Appendix.

11.6 SBC-13STATE will not pay liquidated damages in excess of the monthly maximum amounts listed in the table below. These thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	$.072M

California	$1.26M
Connecticut	$.168M
Illinois	$.51M
Indiana	$.165M
Kansas	$.101M
Michigan	$.392M
Missouri	$.189M
Nevada	$.024M
Ohio	$.296M
Oklahoma	$.120M
Texas	$.713M
Wisconsin	$.158M

12. AUDITS

12.1 SCC and SBC-13STATE will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that SCC requests such consultation and the issues raised by SCC have not been resolved within 30 days after SCC's request for consultation, then SBC-13STATE will allow SCC to commence a mini-audit, at SCC's expense, upon providing SBC-13STATE 5 days advance written notice (including e-mail).

12.2 SCC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

12.3 SCC will bear the expense of the mini-audits, unless SBC-13STATE is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, SBC-13STATE will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance

Interconnection
Coordinated Conversions
Collocation
Billing

13. INITIAL IMPLEMENTATION

13.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of the a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

14. PERFORMANCE MEASUREMENTS

14.1 SBC-13STATE will provide Performance Measurements under this Agreement, in accordance with the Business Rules and associated implementation timelines contained in paragraphs 23 and 24 of the FCC Merger Conditions, and its associated Attachments. Except as otherwise provided herein, the Performance Measure Business Rules contained in the FCC Merger Conditions, including any subsequent additions, modifications and/or deletions to the Business Rules adopted pursuant to FCC Merger Conditions, Attachment A, paragraph 4, shall also be incorporated into this Agreement by reference. As provided in Section 7.1 herein, liquidated damages apply to available, non-diagnostic measurements of the FCC Merger Conditions, when SBC-13STATE delivers non-compliant performance as defined in 3.1.3. SBC-13STATE will also report results for any measurements that have been ordered by the state commission that approved this agreement, although liquidated damages shall not apply to such measurements. SBC-13STATE performance shall be measured by the Business Rules in effect on the first date of each month in which the activity subject to measurement occurred.

APPENDIX PHYSICAL COLLOCATION

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APPENDIX PHYSICAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Collocation provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and SCC.

2. DEFINITIONS

2.1 **"Active Central Office Space"** *denotes the* existing, central office switchroom space, which can be designated for physical collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete and unused equipment.

2.2 **"Adjacent Structure"** is a Collocator provided structure at **SBC-13STATE**'s Premises adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.

2.3 **"Application Fee"** includes the costs incurred by **SBC-13STATE** to process the Collocator's application for physical collocation arrangements.

2.4 **"Approved Vendor"** is a vendor who is qualified by **SBC-13STATE** for installation, and/or removal of central office equipment, which is administered by **SBC** Procurement on a state by state basis.

2.5 **"Augment"** is a request from the Collocator to add equipment, cable, and/or Collocation services to (1) a pending Physical Collocation arrangement which is more than fifteen (15) calendar days into the construction interval or (2) an existing Physical Collocation arrangement.

2.6 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing Collocator's physical collocation space in which a Collocator may install its telecommunications equipment.

2.7 **"Cageless Physical Collocation"** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.

2.8 **"Collocation Area for Physical Collocation"** is the common area providing access to an area surrounding the Collocator's Physical Collocation Space ***as well as the Physical Collocation Space dedicated to Collocators.***

2.9 **"Collocation Interconnection Power Panel (CIPP)"** is a DC Power panel for Power termination. ***Two DC Power panels are available: (1) A DC power panel designed to provide either 20, 40 or 50 (Maximum) AMPS (redundant) of DC voltage, (2) A DC Power Panel designed to provide either 100 or 200 (Maximum) AMPS (redundant) of DC voltage*** See also 9.6.6.

2.10 **"COBO"** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a collocation arrangement (Physical Collocation Space) in **SBC-AMERITECH**.

2.11 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in **SBC-13STATE** location, for purposes of Interconnection with **SBC-13STATE** or access to Unbundled Network Elements (UNE). For purposes of this Appendix, unless otherwise indicated, SCC is the Collocator.

2.12 **"Delivery Date"** is the date upon which the Collocator or Requesting Carrier will be provided the collocated space or Dedicated Collocation Space in **SBC-AMERITECH**.

2.13 **"Eligible Structure"** is (1) a **SBC-13STATE** central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by **SBC-13STATE** that houses its network facilities, or (3) a structure that houses **SBC-13STATE** transmission facilities on public rights-of-way (i.e. CEVs, Huts and Cabinets).

2.14 **"Engineering Design Charge"** is the cost for **SBC-MOKA** employees to perform the central office survey for caged and cageless serving arrangements and to implement the collocation area.

2.15 **"Entrance Fiber Facility"** is an arrangement when a Collocator provided single mode fire retardant dielectric fiber optic cable that extends from the **SBC-13STATE** designated manhole into the **SBC-13STATE** Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the **SBC-13STATE** Eligible Structure, if available.

2.16 **"Extraordinary Costs"** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state

requirements or other modifications required by local ordinances in SBC-AMERITECH.

2.17 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.18 **"Infrastructure Systems"** - Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC Power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.19 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in the SBC-13STATEs which is located on either the web-site (http://tcnet.ameritech.com/) or (https://clec.sbc.com/).

2.20 **"Non Standard Collocation Request (NSCR)"** in SBC-AMERITECH, is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.21 **"Occupancy date"** is the date that SBC-AMERITECH may begin billing recurring charges and the Dedicated Collocation Space is made available for occupancy by the Collocator or Requesting Carrier.

2.22 **"Other Central Office Space"** denotes the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.

2.23 **"Physical Collocation"** is as defined in Section 4 of this Appendix.

2.24 **"Physical Collocation Space"** is the space provided for the Collocator's physical collocation arrangement located within a SBC-13STATE Eligible Structure.

2.25 **"Point of Termination (POT)"** denotes the point of demarcation, within an Eligible Structure at which the SBC-13STATE responsibility for the provisioning of service ends.

2.26 **"Premises"** means SBC-13STATE's Eligible Structures and all land owned, leased or otherwise controlled by SBC-13STATE that is adjacent to these Eligible Structures.

2.27 **"Preparation Charges"** are the charges applicable to the preparation of SBC-AMERITECH Premises for Collocation, including any COBO charges, cage enclosure charges, and extraordinary charges or expense.

2.28 **"Project Management Fee"** reflects SBC-13STATE's labor costs to manage the provisioning of the individual Collocator's space requirements for a particular Physical Collocation Space request. This fee is applicable upon the submission of an application.

2.29 **"Shared Physical Collocation Cage"** is a caged Physical Collocation Space that is shared by two or more Collocators within the SBC-13STATE's Eligible Structure.

2.30 **Technically Feasible** – is as defined in 47 C.F.R. § 51.5. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in SBC-13STATE's Eligible Structures that such an arrangement is technically feasible.

2.31 **"Unbundled Network Element (UNE)"** is As Defined in the Act.

2.32 **"Unused Space"** denotes any space in the Eligible Structure which is not occupied by SBC-13STATE personnel and/or occupied by or reserved for SBC-13STATE network equipment including affiliates and third parties. Denotes space that is vacant and does not contain SBC-13STATE equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space. May also be used to denote space within a specific Collocator's area that is not occupied by or reserved for Collocator's equipment. (See also sections 4.1.2.1 and 4.1.3.1).

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which SBC-13STATE will provide Physical Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, SBC-13STATE shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SBC-13STATE. To the extent that SBC-13STATE has incurred preparation costs not included

within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by SBC-13STATE.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:

3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, SBC-13STATE will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received its State Certification prior to completion of the build-out, SBC-13STATE will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) after space turnover, then the Collocator (forfeits) all charges collected to date by SBC-13STATE and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.2.3 The Parties agree that billing for all costs incurred in the establishment of Physical Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) calendar days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

4. GENERAL OFFERINGS

4.1 Except where Physical Collocation is not practical for technical reasons or because of space limitations, SBC-13STATE will provide Physical Collocation to Collocator for the purpose of interconnecting to SBC-13STATE network or for obtaining access to SBC-13STATE Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the Act. Physical Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6) of the Act).

4.1.1 Caged Physical Collocation

4.1.1.1 In SBC-13STATE, Collocator may apply for Caged Physical Collocation in initial and subsequent increments of fifty (50) square feet. Space totaling less than fifty (50) square feet will be provided where technically feasible. The caged serving arrangement is an area designated by SBC-13STATE within an Eligible Structure to be used by a Collocator for the sole purpose of installing, maintaining and operating Collocator provided equipment. SBC-13STATE will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. SBC-13STATE will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in an SBC-13STATE premise will not be responsible for the entire cost of site preparation.

4.1.2 Shared Caged Collocation

4.1.2.1 Upon request, SBC-13STATE shall provide Collocator Shared Caged Collocation in any Unused Space. **"Shared Caged Collocation"** is caged Physical Collocation Space shared by Collocator and one or more other Collocators pursuant to terms and conditions agreed upon by such carriers.

4.1.2.1.1 A Collocator may request that SBC-13STATE provide Shared Caged Collocation via a new request for Physical Collocation whereby the Collocator requesting such space allocates the requested space among the number of Collocators initially requesting such space (**"New Shared Collocation"**) or a request by Collocator to enter into a sublease arrangement with another Resident Collocators(s) in Collocator's existing Physical Collocation (**"Subleased Shared Collocation"**). In each Shared Caged Collocation arrangement, SBC-13STATE's single point of contact (SPOC) with respect to such arrangement shall be referred to as the **"Primary Collocator"**. For New Shared Collocation, the Primary Collocator shall be the single Collocator that submits the request for New Shared Collocation on behalf of the other Resident Collocators. For Subleased Shared Collocation, the Primary Collocator shall be the Collocator that

originally requested and occupied such space and is the sublessor in such arrangement. For purposes of this section, each Collocator (including Resident Collocator(s) and the Primary Collocator) to a Shared Caged Collocation arrangement is sometimes referred to as a **"Resident Collocator"**. An order for Shared Caged Collocation shall include blanket letters of authorization signed by the Primary Collocator that authorize each other Resident Collocator to utilize the Connecting Facility Assignments associated with the Primary Collocator and signed by each Resident Collocator that authorize the Primary Collocator to request and place firm orders for Shared Caged Collocation and facilities on behalf of such Resident Collocators.

4.1.2.1.2 New Shared Collocation is available in minimum increments of fifty (50) square feet (per caged space dimensions, not per Collocator). Space totaling less than fifty (50) square feet will be provided where technically feasible. Resident Collocators may request space in single bay increments. Resident Collocators shall request New Shared Collocation from **SBC-13STATE** in a single application. A request and any subsequent order for New Shared Collocation shall be submitted by the Primary Collocator. When making New Shared Collocation available, **SBC-13STATE** shall not, except as otherwise specifically required to accommodate a Resident Carrier's specific instructions, increase the Preparation Charges above the cost of provisioning a cage of similar dimensions and materials to a single collocating Collocator. **SBC-13STATE** will prorate the Preparation Charges incurred by **SBC-13STATE** to construct the shared Collocation cage or condition the space for Collocation use among the Resident Collocators utilizing the New Shared Collocation space, by determining the total preparation charges to make that space available and allocating that charge to each Resident Collocator based on the percentage attributable to each Resident Collocator as provided on the Collocation order by the Primary Collocator, provided that the percentage divided among the Resident Collocators in a New Shared Collocation space equals one

hundred percent (100%) of such Preparation Charges. SBC-13STATE will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a SBC-13STATE premise will not be responsible for the entire cost of site preparation. Allocation of Preparation Charges shall occur only upon the initial delivery of New Shared Collocation and SBC-13STATE shall not be required to adjust such allocation if another Resident Collocator subsequently shares such space. Except with respect to prorated Preparation Charges, SBC-13STATE shall bill only the Primary Collocator for, and the Primary Collocator shall be the primary obligor with respect to the payment of, all charges other than Preparation Charges billed on New Shared Collocation. It is the Primary Collocator's responsibility to recover from each other Resident Collocator such Collocator's proportionate share of such other charges billed to the Primary Collocator for the New Shared Cage Collocation. If Collocator is a Resident Collocator but not the Primary Collocator in a New Shared Collocation arrangement, Collocator agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its New Shared Collocation arrangement in lieu of those set forth herein. Further, if Collocator is the Primary Collocator in a New Shared Collocation arrangement, as a condition of ordering New Shared Allocation, Collocator shall require its Resident Collocator(s) to execute an agreement prior to the Delivery Date that, inter alia, requires such Resident Collocator(s)' compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates SBC-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s).

4.1.2.1.3 For Subleased Shared Collocation, if the Collocator is the Primary Collocator, then that (Primary) Collocator shall be responsible for its and its Resident Collocator's compliance with the terms, conditions and restrictions of this Agreement. As a condition to permitting another Collocator to sublease space from Collocator, Collocator shall require such other Collocator(s) to execute a sublease agreement prior to the Delivery Date that, inter alia, requires such Collocator's compliance with the terms, conditions and restrictions relating to Collocation contained in this Agreement and designates SBC-13STATE as a third party beneficiary of such agreement. Collocator, acting in its capacity as Primary Collocator, shall notify its Resident Collocator(s) of the obligation to comply with the Collocation provisions of this Agreement and shall be responsible for any breach of such provisions by the Resident Collocator(s). If Collocator is the sublessee (i.e., not the Primary Collocator) in a Subleased Shared Collocation arrangement, Collocator agrees that the rates, terms and conditions of the Collocation provisions of the Primary Collocator's Section 251/252 agreement shall apply to its Subleased Shared Collocation arrangement in lieu of those set forth herein.

4.1.2.1.4 The Primary Collocator represents and warrants to SBC-13STATE that each Resident Collocator with which it shares Shared Caged Collocation space shall Collocate equipment only as permitted by 6.1 and which is necessary to Interconnect with SBC-13STATE or for access to SBC-13STATE's unbundled Network Elements. SBC-13STATE shall provide Collocator access to SBC-13STATE's unbundled Network Elements and permit Collocator to Interconnect its network with SBC-13STATE from Shared Caged Collocation, regardless if Collocator was the original Collocator. Collocator, however, shall have no right to request and SBC-13STATE shall have no obligation to provide Collocator's Resident Collocators access to SBC-13STATE's unbundled Network Elements or SBC-13STATE's network. Instead, a Resident Collocator's rights shall be as determined by such Resident Collocator's contractual arrangement (Section

251/252 agreement or tariff, as applicable) with SBC-13STATE.

4.1.2.1.5 As a condition of entering into Shared Caged Collocation, Collocator agrees that if it is not the Primary Collocator in a New Shared Collocation, or if it is the sublessee in a Subleased Shared Collocation arrangement, it unconditionally and irrevocably undertakes and guarantees SBC-13STATE the prompt and full payment of any charges assessed on the Shared Caged Collocation. If the Primary Collocator in a Shared Caged Collocation arrangement no longer occupies the space, the other Resident Collocators must immediately identify a new Primary Collocator. If only one Collocator remains in the Shared Cage Collocation, that Collocator shall become the Primary Collocator. SBC-13STATE shall bill the new Primary Collocator any applicable charges to change SBC-13STATE's records and databases to reflect such new Primary Collocator.

4.1.3 Cageless Physical Collocation

4.1.3.1 Subject to technical feasibility and security requirements, SBC-13STATE will allow Collocator to collocate in any Unused Space in SBC-13STATE's Eligible Structure (eg. Central Office, CEV, Hut or Cabinet containing Telecommunications Equipment), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to Collocator's Physical Collocation Space. SBC-13STATE will designate the space to be used for cageless collocation. SBC-13STATE may require Collocator to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for Collocator's use, and once inside the building, SBC-13STATE must permit Collocator to have direct access to their equipment.

4.1.3.2 Collocator will install their own bay(s) by an SBC-13STATE Approved Vendor. SBC-13STATE will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.1.3.3 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.1.3.4 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.1.3.5 SBC-13STATE prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.

4.1.3.6 SBC-13STATE may not require Collocator to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit to incumbents, in lieu of direct connection to SBC-13STATE's network if technically feasible. SBC-13STATE may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing SBC-13STATE equipment in its own cage, and other reasonable security measures examples of which are described herein. 4.1.3.3 SBC-13STATE must make cageless collocation space available in single-bay increments, meaning that Collocator can purchase space in single bay increments. SBC-13STATE will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a SBC-13STATE premise will not be responsible for the entire cost of site preparation. SBC-13STATE will provide collocation space in CEV's, Huts or Cabinets in increments of "rack inches" (the amount of vertical rack space required to mount the Collocator's equipment including any space required for equipment separation and heat dissipation).

4.1.4 Adjacent Structure Collocation

4.1.4.1 When space is legitimately exhausted inside an SBC-13STATE Eligible Structure, SBC-13STATE will permit Collocator to physically collocate in an Adjacent Structure (e.g. controlled environmental vaults, controlled environmental huts or similar structures such as those used by SBC-13STATE to house telecommunications equipment) located at SBC-13STATE's Premises to the extent technically feasible. SBC-13STATE will permit Collocator or a third party to construct or otherwise procure such Adjacent Structure, subject to reasonable safety and maintenance requirements, zoning and other state and local

regulations, and SBC-13STATE's right to exercise reasonable control over the design, construction, and placement of such Adjacent Structures. SBC-13STATE will allow the Collocator to provide equipment installed within the Adjacent Structure subject to all the requirements set forth in this Appendix. Collocator will be responsible for securing the required licenses and permits, the required site preparations, and will retain responsibility for building and site maintenance associated with placing the Adjacent Structure. SBC-13STATE may reserve reasonable amounts of space adjacent to its Eligible Structure needed to expand its Eligible Structure to meet building growth requirements. SBC-13STATE will assign the location where the Adjacent Structure will be placed.

4.1.4.2 When requested, SBC-13STATE will provide up to 100 AMPS of AC power to the Adjacent Structure when Central Office Switchboard AC capacity exists and up to 200 AMPS of DC power to the Adjacent Structure up to 50 cable feet from the Central Office power source. When power requirements are beyond these office capacities and distance limitations, SBC-13STATE will treat the requirements as a non-standard request (ICB or NSCR) and coordinate a mutually agreeable solution for provisioning power with Collocator. At its option, Collocator may choose to provide its own AC and DC power to the Adjacent Structure. SBC-13STATE will provide power and physical collocation services and facilities to such Adjacent Structures, subject to the same nondiscrimination requirements as other physical collocation arrangements in this Agreement

4.1.4.3 If Physical Collocation Space becomes available in a previously exhausted Eligible Structure, SBC-13STATE will not require Collocator to move or prohibit Collocator from moving, a collocation arrangement into that structure. Instead SBC-13STATE will continue to allow the Collocator to collocate in any Adjacent Structure that the Collocator has constructed or otherwise procured.

4.2 All requests for other Physical Collocation arrangements will be considered on a case-by-case basis (Unique Collocation Arrangement or NSCR). When a Collocator requests a particular Physical Collocation arrangement, the Collocator is entitled to a rebuttable presumption that such arrangement is technically feasible if any incumbent LEC has deployed such collocation arrangement in any incumbent LEC Physical Collocation Space. If SBC-13STATE refuses to provide a Physical Collocation arrangement, or an equally cost effective arrangement, it may do so if it rebuts the presumption before the state commission that the particular premises

in question cannot support the arrangement because of either technical reasons or lack of space.

4.3 The Collocator's SBC-13STATE Approved Vendor will be permitted access to the SBC-13STATE Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an SBC-13STATE Approved Power Installation Vendor place power cable leads from the Collocator's dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Check sections 10.5.4 and 10.6 of this appendix for further requirements.

4.4 SBC-13STATE shall permit Collocator to place its own connecting transmission facilities within SBC-13STATE's Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from SBC-13STATE, subject to reasonable safety limitations.

4.5 SBC-13STATE shall allow a direct cable connection between one Collocator provided facility to a separate Collocator provided facility within the same SBC-13STATE wire center provided the Collocators are interconnected with SBC-13STATE network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.5.1 SBC-13STATE will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. SBC-13STATE shall permit Collocator's SBC-13STATE Approved Vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that SBC-13STATE imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from SBC-13STATE.

5. SPACE AVAILABILITY

5.1 At the request of Collocator, SBC-13STATE will provide space for Physical Collocation as described above. SBC-13STATE is not required to provide Physical Collocation at a particular Eligible Structure if it demonstrates that Physical Collocation is not practical for technical reasons or because of space limitations. In such cases and with the qualifications set forth above, SBC-13STATE will provide Adjacent Structure Collocation as described above or Virtual Collocation, as described in the Appendix Virtual Collocation, except where SBC-13STATE proves that Adjacent Structure Collocation and/or Virtual Collocation is not technically feasible. If Adjacent Structure Collocation or Virtual Collocation is not technically feasible, SBC-13STATE will make a good faith effort to negotiate other methods of interconnection and access to unbundled

network elements to the extent technically feasible.

5.2 SBC-13STATE will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by SBC-13STATE. SBC-13STATE will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation application. If SBC-13STATE determines that Collocator's Physical Collocation application is unacceptable, SBC-13STATE shall advise Collocator of any deficiencies within this ten (10) day period. SBC-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Physical Collocation arrangement, Collocator must cure any deficiencies in its application and resubmit such application within ten (10) calendar days after being advised of deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Physical Collocation application will not be considered a deficiency, but rather as a new Physical Collocation application with a new ten (10) day space notification and delivery interval.

5.2.1 When space for Physical Collocation in a particular Eligible Structure is not available, SBC-13STATE shall place Collocator on the waiting list for collocation in a particular Eligible Structure according to the date Collocator submitted its application for Physical Collocation in that Eligible Structure.

5.3 If SBC-13STATE contends space for Physical Collocation is not available in a Eligible Structure, SBC-13STATE must allow Collocator to tour the entire central office or other Eligible Structure in question, not just the area in which space was denied, without charge, within ten (10) business days, or such later date as mutually agreed, of the receipt of SBC-13STATE's denial of space. Prior to taking a tour, each representative must execute and deliver to SBC-13STATE a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of an SBC-13STATE's Eligible Structure.

5.3.1 If Collocator disputes SBC-13STATE's determination, Collocator can elect a review to be made by a mutually agreed to third party engineer or a Commission designate, under a non-disclosure agreement. All costs of the third-party inspection including, but not limited to, all payments to the third-party engineer or Commission designate in connection with the inspection, shall be shared equally by SBC-13STATE and the Collocator. The engineer shall take into consideration SBC-13STATE's planned use

for the Eligible Structure under review and, to the extent it can be determined Collocator space and how it is used.

5.3.2 If SBC-13STATE denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, SBC-13STATE shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, SBC-13STATE or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 SBC-13STATE will maintain a publicly available document, posted for viewing on SBC-13STATE's Internet site(s), indicating all Eligible Structures that are full, and will update such a document within ten (10) calendar days of the date at which an Eligible Structure runs out of Physical Collocation space.

5.5 Upon request, SBC-13STATE must submit to the Requesting Carrier within ten (10) calendar days of the submission of the request a report indicating the available collocation space in a particular SBC-13STATE Eligible Structure. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. This report will also include measures that SBC-13STATE is taking to make additional space available for collocation. SBC-13STATE will provide a report for one (1) to five (5) requests in ten (10) business days and six (6) to twenty (20) requests in twenty-five (25) business days. Should the Collocator submit more than twenty (20) requests at once for central offices where there is no current collocation or collocation forecasted, SBC-13STATE will provide the information on a scheduled basis of ten (10) additional offices every ten (10) business days.

5.5.1 In SBC-13STATE, reports shall be ordered via the Collocation order form and shall specifically identify the CLLI code of each Eligible Structure for which a report is ordered.

5.5.2 SBC-13STATE shall recover costs for the implementation of these reporting measures in a reasonable manner.

5.6 SBC-13STATE is not required to lease or construct additional space to provide for Physical Collocation when existing space has been exhausted. Moreover, SBC-13STATE is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction

of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of Collocator equipment or facilities, whether through an initial request for Physical Collocation or a subsequent request for more space in an Eligible Structure. SBC-13STATE and Collocator shall not unreasonably warehouse forecasted space.

5.7 To the extent possible, SBC-13STATE will make contiguous space available to a Collocator if a Collocator seeks to expand an existing Physical Collocation arrangement and such request meets SBC-13STATE's non-discriminatory practices regarding efficient space utilization.

5.8 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, SBC-13STATE will take into account future demand based upon its knowledge of Collocator demand for Collocation. Collocator will provide SBC-13STATE with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties.

5.9 SBC-13STATE may retain a limited amount of floor space for SBC-13STATE's own specific future uses; provided , however that neither SBC-13STATE nor any of its affiliates may reserve space for future use for like equipment on terms more favorable than those that apply to other telecommunications carriers, including Collocator, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, SBC-13STATE will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless SBC-13STATE proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, SBC-13STATE and the Collocator will attempt to reach a mutually agreeable alternative method of interconnection.

5.10 At the request of the Commission or Collocator, SBC-13STATE shall remove any obsolete and unused equipment (e.g., retired in-place") from its Eligible Structures. SBC-13STATE shall be permitted to recover the cost of removal and/or relocation of such equipment if SBC-13STATE incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

5.11 SBC-13STATE may impose reasonable restrictions on its provision of additional Unused Space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that SBC-13STATE shall not set a maximum space limitation on Collocator unless

SBC-13STATE proves to the Commission that space constraints make such restrictions necessary.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Act, SCC may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to SBC-13STATE's network "for the transmission and routing of telephone exchange service or exchange access," or for access to SBC-13STATE's unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

6.2 Collocator may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by SBC-13STATE and Collocator. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.

6.3 SBC-13STATE permits SCC collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, SBC-13STATE voluntarily allows such SCC collocation. Under the SBC/Ameritech Merger Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services

Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. SBC-13STATE voluntarily allows Collocator to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. Collocator may not collocate, or place into SBC-13STATE's equipment, Collocator's equipment sub-components or piece-parts.

6.5 SBC-13STATE does not allow collocation of other Multifunctional Equipment, except that SBC-13STATE voluntarily allows SCC collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by an SCC identified and controlled (*i.e.*, SCC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the SBC-13STATE's network for the transmission and routing of telephone exchange service or exchange access or for access to the SBC-13STATE's unbundled network elements for the provision of a telecommunications service. SBC-13STATE voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if SBC-13STATE and Collocator mutually agree to such collocation.

6.6 SBC-13STATE will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. SBC-13STATE voluntarily allows Collocators to place in its premises certain ancillary equipment solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises. Solely for this

purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, cabinets for spares, and potential other ancillary equipment may be placed in SBC-13STATE's premises, on a non-discriminatory basis, only if SBC-13STATE and Collocator mutually agree to such placement. Collocator may not place in SBC-13STATE premises types of ancillary equipment, including but not limited to Batter Distribution Fuse Bays ("BDFBs"), that would duplicate equipment used by SBC-13STATE, and/or that would duplicate functions performed by SBC-13STATE, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases (such as BDFBs) harm SBC-13STATE's ability to plan for and provide service to other customers including, but not limited to, other Collocators. Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DS power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

6.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), SBC-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different collocators' equipment in an SBC-13STATE premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in SBC-13STATES or (2) were requested by SCC and accepted by SBC-13STATE on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). SBC-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

6.9 SBC-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.10 All types of equipment placed in SBC-13STATE Eligible Structures or on its Premises by Collocators must meet the SBC-13STATE minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with SBC-13STATE LEC document TP76200MP; network equipment power, grounding, environmental, and physical design requirements, Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1

safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE. Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998 with no known history of safety problems.

6.11 SBC-13STATE will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SBC-13STATE applies to its own network equipment. SBC-13STATE will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.12 In the event that SBC-13STATE denies Collocation of Collocator's equipment, citing minimum safety standards, SBC-13STATE will provide within five (5) business days of Collocator's written request to SBC-13STATE representative(s), a list of SBC-13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such SBC-13STATE equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise.

6.13 In the event Collocator submits an application requesting collocation of certain equipment and SBC-13STATE determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by SBC-13STATE, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If SBC-13STATE determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of written notice from SBC-13STATE. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, SBC-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

7. PHYSICAL COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to physically

collocate equipment, Collocator must submit a Physical Collocation Application with the applicable Application and Project Management Fees. A copy of the Physical Collocation Application may be obtained from the SBC-13STATE Collocation Services Account Manager or from the SBC-13STATE web-site(s). The Physical Collocation application must also be used for each subsequent request to place equipment in an Eligible Structure.

7.2 SBC-13STATE will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space, using the same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - Collocator shall pay SBC-13STATE all associated non-recurring and (recurring) charges per month for use of the Physical Collocation Space. These charges may be generated on an ICB/NSCR basis or may be contained in the state specific Appendix Pricing. The recurring monthly charges for each Physical Collocation Space shall stay fixed for the term of this Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB/NSCR quote is prepared by SBC-13STATE to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where a state specific Appendix Pricing rate element does not exist. This ICB/NSCR quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB/NSCR will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

7.4 Collocator shall pay its proportionate share of any reasonable security arrangements SBC-13STATE employs to protect SBC-13STATE equipment and ensure network reliability.

7.5 Payment of Preparation/Site Preparation/COBO Charge - Prior to any obligation on SBC-13STATE to start any preparation of the Physical Collocation space, Collocator shall pay SBC-13STATE fifty percent (50%) of the Preparation/Site Preparation/COBO Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the Preparation Charge and any Custom Work charge are due upon completion and prior to occupancy by the Collocator.

7.6 Occupancy Conditioned on Payment - SBC-13STATE shall not permit Collocator

to have access to the Physical Collocation Space for any purpose other than inspection during construction of Collocator's Physical Collocation Space until SBC-13STATE *is in receipt of complete payment of the Preparation Charge and* any Custom Work charges and/or applicable COBO.

7.7 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after SBC-13STATE has begun preparation of the Physical Collocation Space but before SBC-13STATE has been paid the entire amounts due under this Appendix, then in addition to any other remedies that SBC-13STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SBC-13STATE's intrastate tariff late payment provision(s) applicable to access services for the State in which the Physical Collocation Space is located, or the highest rate permitted by law, whichever is lower, from the due date until paid.

7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date SBC-13STATE made the Physical Collocation Space available to Collocator.

7.9.1 PACIFIC/NEVADA: The charges for a Physical Collocation arrangement in an Eligible Structure where interstate expanded interconnection is required to be provided pursuant to 47 C.F.R. 64.1401(a), 64.1401(b) shall be as set forth in the applicable Tariff(s). To the extent that any of those charges are subject to appeal, the result of any such appeal shall be retroactively applied to any Physical Collocation arrangement ordered or provided under any such charge. To the extent that rates are not provided in the applicable Tariff(s), rates shall be determined on Individual Case Basis "ICB." Any ICB quote shall be included as part of the quote provided to the Collocator in response to its Physical Collocation application.

7.10 The monthly recurring charge(s) shall begin to apply, no later than thirty (30) calendar days from the date that SBC-13STATE has turned over the Physical Collocation Space to the Collocator, Physical Collocation Space regardless of any failure by Collocators to complete its work. The fact that SBC-13STATE may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

7.11 The charges for an Adjacent Structure Collocation and for a Physical Collocation arrangement that is provided in Eligible Structures other than Central Offices shall be determined on Individual Case Basis (ICB/NSCR) in **SBC-13STATE**.

7.12 **NEVADA**: In the event that any Collocator telecommunications equipment that is to be placed in the Eligible Structure was not contemplated by that interstate tariff (which was based upon the requirements of 47 C.F.R. § 64.1401), Collocator may be subject to charges under an ICB if **NEVADA**'s costs of providing the necessary Premises requirements (e.g., space, power, environmental, grounding) for any such Collocator telecommunications equipment is not recovered by those tariffed rates. Any ICB quote shall be included as part of the quote provided to the Collocator in response to its Physical Collocation application.

8. USE OF PHYSICAL COLLOCATION SPACE

8.1 **SBC-13STATE** shall ensure that the Physical Collocation Space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be arranged by **SBC-13STATE** in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8.2 Restroom access and parking will be provided on a reasonable basis in **SBC-13STATE**.

8.3 A list of all Collocator equipment that will be placed within the Physical Collocation Space shall be set forth on the Collocator's Physical Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Physical Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's **SBC-13STATE** Approved Vendor shall not place or leave any other equipment or facilities within the Physical Collocation Space without the express written consent of **SBC-13STATE**.

8.4 In the event that subsequent to the submission of the Physical Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Physical Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Physical Collocation Application, Collocator shall furnish to **SBC-13STATE** a new Physical Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, **SBC-13STATE** may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities.

Upon the execution by both SBC-13STATE and Collocator of a final list and description and receipt by SBC-13STATE of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.5 Collocator's Equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to SBC-13STATE network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.

8.6 Operation of any equipment, facilities or any other item placed in the Physical Collocation Space shall not interfere with or impair service over SBC-13STATE network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Physical Collocation Space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Physical Collocation Space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or the public. Any of the foregoing events would be a material breach of this Appendix.

8.7 In no case shall the Collocator's SBC-13STATE Approved Vendor or any person or entity purporting to be acting through or on behalf of the Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Physical Collocation Space the Eligible Structure or the Adjacent Structure without the advance written permission or direction of SBC-13STATE. SBC-13STATE shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that SBC-13STATE shall have the right to reject or modify any such request. If SBC-13STATE performs any such construction, and the associated cost shall be paid by Collocator in accordance with SBC-13STATE then-standard custom work order process, ICB or NSCR.

9. COLLOCATOR RESPONSIBILITIES

9.1 Consistent with the nature of the Eligible Structure, the Adjacent Structure and the environment of the Physical Collocation Space, Collocator shall not use the Physical Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by Collocator shall be permitted on the Eligible Structure, on the grounds surrounding the building, or on the Adjacent Structure.

9.2 Collocator represents and warrants that each item of Collocator's Equipment meets SBC-13STATE minimum safety standards and are compliant with the other

requirements set forth in this Appendix. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO SBC-13STATE IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

9.3 Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and SBC-13STATE Main Distribution Frame and/or interconnection points by Collocator's SBC-13STATE Approved Vendor. Additional requirements relating to placements of power cable leads is set forth in Section 10.6 of this Appendix.

9.4 Procurement and placement of power cable leads by Collocator's SBC-13STATE Approved Power Installation Vendor from the dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or power plant, whichever is applicable. Additional requirements relating to placements of power cable leads is set forth in Section 10.6 of this Appendix.

9.5 Collocator's employees, agents and contractors shall be permitted access to the Physical Collocation Space at all times, provided that Collocator's employees, agents and contractors comply with SBC-13STATE's policies and practices pertaining to fire, safety and security. Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Physical Collocation Space.

9.6 Collocator is solely responsible for the design, engineering, testing, performance, and maintenance of the Collocator telecommunications equipment used by Collocator in the Physical Collocation Space. Collocator may not disassemble, remove or otherwise reconfigure the cage enclosure (Physical Collocation Space) at any time unless it has been provided by the Collocator. Collocator is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Physical Collocation Space in the SBC-13STATEs:

9.6.1 Its fiber optic cable(s);

9.6.2 Its Collocator telecommunications equipment;

9.6.3 Optional point of termination cross connects in its Physical Collocation space or the optional POT Frame/cabinet located in the collocation common area except if on SBC-8STATE's equipment.

9.6.4 Collocator requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within Collocator's Physical Collocation space or in the optional POT frame located in the collocation

common area if and as required; and

9.6.5 The connection cable and associated equipment which may be required within Collocator's Physical Collocation space or in the optional POT frame/cabinet located in the collocation common area to the point(s) of termination of that cable within Collocator's Physical Collocation Space.

9.6.6 The Collocator is responsible for any power cabling required beyond the SBC-13STATE provided Collocation Interconnection Power Panel (CIPP) to Collocator's equipment. Either SBC-13STATE or SCC can provide the CIPP. SBC-13STATE requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from SBC-13STATE's BDFB. No CIPP is required for 20, 40 or 50 amp arrangements which are served from SBC-13STATE's BDFB. The CIPPs are designed to provide 20, 40 , 50 or 100 (maximum) amp redundant increments of DC power. The CIPP is always required for 100 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP 76200 MP Level 1 requirements.

9.7 Collocator will, whenever possible, place its telecommunications equipment in the Physical Collocation space within thirty (30) calendar days of space turnover. Collocator must complete placement of Collocator telecommunications equipment in the Physical Collocation Space and interconnect to SBC-13STATE's network or to its unbundled network elements within one hundred eighty (180) calendar days after space turnover. If Collocator fails to do so, SBC-13STATE may, upon ten (10) days prior written notice, terminate that Physical Collocation arrangement, and Collocator shall remove the equipment in accordance with Section 15.0. In addition Collocator shall be liable in an amount equal to the unpaid balance of the charges due under this Appendix for the terminated arrangement and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, Collocator telecommunications equipment is considered to be interconnected when physically connected to SBC-13STATE's network or a SBC-13STATE unbundled network element for the purpose of Collocator providing a telecommunications service.

9.8 Orders for additional space or additional Connecting Facility Assignments (CFAs), whether a new arrangement or an augment to an existing space or CFA, will not be accepted until each existing Dedicated Space or specific CFA type (i.e. DS0, DS1, Fiber, etc.) of the Collocator, in the requested Eligible Structure, is "efficiently used." "Efficiently used space" means all existing collocation space, caged and/or cageless, currently existing in a particular Eligible Structure, measured in "single bay" increments, except for one, must be at one hundred percent (100%)

utilization, with only one caged or cageless arrangement utilizing between sixty percent (60%) and one hundred percent (100%) of the assigned space. "Efficiently used CFA" means that at least sixty percent (60%) of the specific type of CFA (cable pairs, coaxial or fiber facilities) is currently being used. The determination as to whether this criterion is met is solely within the reasonable judgment of SBC-13STATE.

9.9 Subject to the limitations and restrictions of this Appendix, Collocator may place or install in or on the Physical Collocation Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Physical Collocation Space as described above. Personal property, fixtures and unpowered facilities placed by Collocator in the Physical Collocation Space shall not become a part of the Physical Collocation Space, even if nailed, screwed or otherwise fastened to the Physical Collocation Space, but shall retain their status as personal property and may be removed by Collocator at any time. Any damage caused to the Physical Collocation Space by the removal of such property shall be repaired at Collocator's expense.

9.10 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 9.10.1, 9.10.2, 9.10.3, and 9.10.4. Collocator shall strictly observe and abide by each in SBC-13STATE.

9.10.1 SBC Local Exchange Carriers TP 76200MP, Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;

9.10.2 SBC-13STATE's most current Interconnector's Collocation Services Handbook and any successor document(s), as may be modified from time to time as set forth below.

9.10.3 TP 76300MP, SBC Local Exchange Carriers Installation Requirements, and any successor documents should be followed in installing network equipment, and facilities within SBC-13STATE central offices and may be modified from time to time.

9.10.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation application or that subsequently become effective and then when effective.

10. COOPERATIVE RESPONSIBILITIES

10.1 SBC-13STATE will contract for and perform the construction and preparation activities necessary to prepare the Physical Collocation Space using the same or consistent practices that are used by SBC-13STATE for other construction and

preparation work performed in the Eligible Structure. SBC-13STATE will permit Collocator to subcontract the construction of Physical Collocation arrangements with contractors/vendors approved by SBC-13STATE, provided that SBC-13STATE will not unreasonably withhold approval of contractors.

10.2 SBC-13STATE will allow Collocator to select its own contractors for all required engineering and installation services associated with the Collocator telecommunications equipment (*e.g.*, SBC-13STATE shall not require Collocator to use SBC-13STATE's internal engineering or installation work forces for the engineering and installation of the Collocator telecommunications equipment). Installation of the Collocator telecommunications equipment in the Physical Collocation Space must nevertheless comply with TP76300MP. Collocator-selected contractors must agree to all policies and procedures in this Appendix. Access to the Eligible Structure or SBC-13STATE's Premises and the Physical Collocation Space for Collocator contractors is provided submit to the same requirements as the Collocator.

10.2.1 In SBC-13STATE, Collocator's contractors must be certified as required in the Interconnector's Collocation Handbook which is not incorporated herein but available on appropriate ILEC's website.

10.3 If the Interconnector's Collocation Services Handbook, Collocation website(s) or the TP 76200MP, is modified subsequent to the effective date of this agreement from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Physical Collocation arrangement, SBC-13STATE shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) calendar days after such amendment is released by SBC-13STATE.

10.4 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the Collocation Services Handbook, Collocation website(s) and the TP 76300MP, or the TP76200MP in SBC-13STATE.

10.5 SBC-13STATE shall provide an interconnection point or points, physically accessible by both SBC-13STATE and Collocator (typically an SBC-13STATE manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that SBC-13STATE will designate interconnection points as close as reasonably possible to the Eligible Structure. SBC-13STATE will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for SBC-13STATE's cable facilities and at which space is available for new facilities in at least two of those entry points. Collocator shall use

a single mode dielectric, plenum rated, fire retardant fiber optic cable as a transmission medium to the Physical Collocation Space. Collocator shall be permitted no more than two (2) entrance routes into the Building, if available.

10.5.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by SBC-8STATE, and for leaving sufficient cable length in order for SBC-8STATE to fully extend such Collocator-provided cable to the Physical Collocation Space.

10.5.2 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by SBC-AMERITECH, and for leaving sufficient cable length in order for SBC-AMERITECH to extend such Collocator-provided cable to the cable vault.

10.5.3 SBC-13STATE will permit interconnection of copper or coaxial cable if first approved by the appropriate State Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.

10.5.4 SBC-13STATE will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and SBC-13STATE Main Distribution Frame and/or other interconnection points will be installed by the Collocator's SBC-13STATE Approved Vendor. The Collocator's SBC-13STATE Approved Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC-13STATE's standards and requirements for installation of equipment and facilities. SBC-13STATE will install and stencil the termination blocks or panels at SBC-13STATE's Main Distribution Frame and/or other interconnection points for the hand off of the interconnection connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, SBC-13STATE will provide for all AC and DC power requirements in the Eligible Structure. The Collocator is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator telecommunications equipment at the specified DC and AC voltages. At a minimum, the Power and SBC-13STATE's associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to SBC-13STATE's substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage

within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by SBC-13STATE is based on demand management. SBC-13STATE will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's SBC-13STATE Approved Power Installation Vendor will place the power cable leads from the dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. SBC-13STATE will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned SBC-13STATE Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement. The Collocator's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC-13STATE standards and requirements for installation of equipment and facilities.

10.7 SBC-13STATE will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that SBC-13STATE provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or SBC-13STATE under its then-standard custom work order process or NSCR, including payment requirements prior to the installation of the regeneration equipment.

10.9 Collocator and SBC-13STATE are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 SBC-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 SBC-13STATE agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Physical Collocation Space.

10.12 Collocator and SBC-13STATE are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.13 In SBC-13STATE, each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

10.14 In the event SBC-13STATE determines it necessary for Physical Collocation Space to be moved within the Eligible Structure in which the Physical Collocation Space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of SBC-13STATE, including condemnation or government order or regulation that makes the continued occupancy of the Physical Collocation space or Eligible Structure too costly in SBC-13STATE's sole judgment, Collocator shall be responsible for the cost of preparing the new Physical Collocation Space at the new location. Otherwise SBC-13STATE shall be responsible for any reasonable preparation costs.

10.14.1 In the event that a Collocator requests that the Physical Collocation Space be moved within the SBC-13STATE Eligible Structure or to another Eligible Structure, SBC-13STATE shall permit the Collocator to relocate the Physical Collocation Space, subject to the availability of space and associated requirements. Collocator shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Physical Collocation Space and the new Wire Center as applicable.

10.15 Upon termination of the Physical Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator's equipment and facilities from SBC-13STATE property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SBC-13STATE is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of physically collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator's physically collocated equipment must be made within thirty (30) business days after termination of the Physical Collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, SBC-13STATE has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. SBC-13STATE shall be responsible for exercising reasonable caution when removing physically collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC-13STATE or its

contractors during the removal process. However, Collocators will indemnify and hold SBC-13STATE harmless for any damage done to physically collocated equipment if SBC-13STATE permits the Collocator to hire an SBC-13STATE approved contractor to remove physically collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non- SBC-13STATE location, at the expense of the Collocator.

10.16 Upon termination of the Physical Collocation, the Collocator must remove the fiber entrance cable used for the Physical Collocation. If the entrance cable is not scheduled for removal within seven (7) calendar days, SBC-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC-13STATE instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.17 If Collocator fails to remove its equipment and facilities from the Physical Collocation Space within thirty (30) calendar days after discontinuance of use, SBC-13STATE may perform the removal and shall charge Collocator for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold SBC-13STATE harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SBC-13STATE.

10.18 Other than the security restrictions described herein, SBC-13STATE shall place no restriction on access to Collocator's central office Physical Collocation Space by Collocator's employees and designated agents. Such space shall be available to Collocator designated agents twenty-four (24) hours per day each day of the week. SBC-13STATE will not impose unreasonable security restrictions for the Eligible Structure, including the Physical Collocation Space.

10.19 Demarcation Point – SBC-13STATE shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between Collocator's network and SBC-13STATE's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.

10.20 Collocator is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Physical Collocation Space, or to any piece of Collocator telecommunications equipment, or any other Collocator-provided facility or piece of equipment. If SBC-13STATE testing is also required, it will be provided at applicable charges.

10.21 Collocator is responsible for coordinating with SBC-13STATE to ensure that services are installed in accordance with a service request.

11. TESTING AND ACCEPTANCE

11.1 Collocator and SBC-13STATE will complete an acceptance walk-through of the Physical Collocation Space prior to SBC-13STATE turning the Physical Collocation Space over to Collocator. Exceptions that are noted during this acceptance walk-through shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Physical Collocation request shall be at SBC-13STATE 's expense.

11.2 Once the Collocator's equipment installation is successfully completed, power must be turned up and tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its SBC-13STATE approved installation contractor, SBC-13STATE, and/or SBC-13STATE vendor. To the extent possible, SBC-13STATE will work with the Collocator to coordinate testing to minimize the number of visits required by the Collocator and its contractor.

11.3 All installations of equipment must be in accordance with the SBC-13STATE technical publications and subject to review by an SBC-13STATE maintenance engineer for compliance. Should SBC-13STATE maintenance engineer determine during their review audit that the installation is not compliant with specifications, the Collocator or it's SBC-13STATE Approved Vendor must correct non-compliant items and schedule an additional review audit after corrective work has been performed.

11.4 Collocator shall be responsible for coordination with its SBC-13STATE Approved Vendor to be at the site for acceptance testing.

11.5 Once Collocator has accepted the facilities, the Collocator will order either interconnection or access to UNEs from SBC-13STATE to be connected to their equipment.

12. DELIVERY INTERVALS

12.1 The construction interval relates to the period in which SBC-13STATE shall construct and deliver to the Collocator the requested space. The construction interval begins on the date SBC-13STATE receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide the SBC-13STATE, within seven (7) days from the date of notification granting the

application request, a confirmatory response in writing to continue construction along with the 50% payment of non-recurring charges (unless payment was received with application) or the construction interval provided in table below will not commence until such time as SBC-13STATE has received such response and payment. If the Collocator has not provided the SBC-13STATE such response and payment by the twelfth (12) day after the date SBC-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until SBC-13STATE's receipt of the confirmatory response in writing from the Collocator with applicable fees.

SBC-13STATE will complete construction of all Active Collocation Space requests for Physical Collocation in accordance to the following:

Number of Complete and Accurate Applications by One Collocator per state or metering region	Physical Construction Intervals
1 – 5	90 Days
6-10	95 Days
11-15	100 Days
16-20	105 Days

Should the Collocator submit twenty-one (21) or more applications within five (5) days, the construction interval will be increased by five (5) days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

12.2 The second fifty percent (50%) payment must be received by SBC-13STATE prior to the space being turned over to the Collocator. The cable facility assignments or actual point of termination will not be given to the Collocator by SBC-13STATE until all applicable fees have been received and no earlier than fourteen (14) days before the space turn over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by SBC-13STATE until due date.

12.3 Unless otherwise mutually agreed to by the Parties in writing, where power does not exist or in Other Central Office Space, SBC-13STATE will complete construction of requests for caged, shared, or cageless collocation within one hundred eighty (180) calendar days from receipt of Collocator's acceptance of the quotation or initial COBO (Central Office Build Out).

12.3.1 Should the Collocator submit six (6) or more applications within five (5) days the provisioning interval will be increased by five (5) days for every five (5) additional applications.

12.4 SBC-13STATE will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments. The Collocator must submit a completed Physical Collocation Application. For this reduced construction interval to apply, this application must include an up-front payment of the Application Fee and fifty percent (50%) of all applicable non-recurring charges. In addition, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling. Physical Collocation Application(s) received with the up-front payment and meeting the criteria below will not require a quote or response and the construction interval will not exceed sixty (60) Calendar days.

- 168 DS1 connections and/or
- 48 DS3 connections and/or
- 400 Copper (shielded or nonshielded) cable pair connections
- 12 fiber connections

These Augments will apply only when the Collocator provides a complete and accurate Physical Collocation Application and the applicable fees. The job must be an Augment for an existing Physical Collocation arrangement and consist only of connections listed above.

12.5 For Augments in which the Collocator requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) calendar days from receipt of accurate and complete application for such augment along with the Application Fee and fifty percent (50%) of all applicable nonrecurring charges. For all other augments, SBC-13STATE will work cooperatively with Collocator to negotiate mutually agreeable construction intervals.

12.6 SBC-13STATE and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by an SBC-13STATE employee. These visits will be jointly agreed upon by SBC-13STATE and the Collocator and will be determined on a case by case basis. SBC-13STATE shall not unreasonably withhold consent to Collocator inspection visits.

12.7 Adjacent Structure Collocation Delivery Intervals

12.7.1 SBC-13STATE Delivery Interval, rates, terms and conditions for Adjacent Structures Collocation will be determined on an individual case basis (ICB)/Non Standard Collocation Request (NSCR).

13. SECURITY

13.1 As provided herein, SBC-13STATE may require reasonable security arrangements to protect its equipment and ensure network reliability. SBC-13STATE may recover the costs of implementing security measures from Collocators in a reasonable manner via the appropriate State Commissions. Except as provided below, SBC-13STATE may only impose security arrangements that are as stringent as the security arrangements that SBC-13STATE maintains at its own premises for its own employees or authorized contractors. SBC-13STATE must allow Collocator to access its installed Physical Collocation equipment twenty-four (24) hours a day, seven (7) days a week, in SBC-13STATE Eligible Structures without requiring either a security escort of any kind or delaying a Collocator's employees' entry into SBC-13STATE's Eligible Structure. Reasonable security measures that SBC-13STATE may adopt include, but are not limited to, the following:

13.1.1 Installing security cameras or other monitoring systems; or

13.1.2 Requiring Collocator personnel to use badges with computerized tracking systems; or

13.1.3 Requiring Collocator employees to undergo the same level of security training, or its equivalent, that SBC-13STATE's own employees, or third party contractors providing similar functions, must undergo; provided, however, that SBC-13STATE may not require Collocator employees to receive such training from SBC-13STATE itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training. Qualification program and security training details shall be included in SBC-13STATE's technical publications and/or Collocation website(s). SBC-13STATE does not use any information collected in the course of implementing or operating security arrangements "for any marketing or other purpose in aid of competing with collocators".

13.1.4 SBC-13STATE may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage. If SBC-13STATE chooses to construct an interior security partition around its own equipment, that partition may not interfere with Collocators' access to their own equipment, including equipment collocated directly adjacent to SBC-13STATE's equipment. SBC-13STATE's enclosure of its own equipment will not be a basis for a claim that space is exhausted.

13.2 Collocators and SBC-13STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SBC-13STATE's property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocators or SBC-

13STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or SBC-13STATE, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SBC-13STATE property:

13.2.1 Theft or destruction of SBC-13STATE's or any Collocator's property.

13.2.2 Use or attempted use/sale of alcohol or illegal drugs on SBC-13STATE's property.

13.2.3 Industrial espionage.

13.2.4 Threats or violent acts against other persons on SBC-13STATE's property.

13.2.5 Knowing violations of any local, state or federal law on SBC-13STATE's property.

13.2.6 Permitting unauthorized persons access to SBC-13STATE's or Collocator's equipment on SBC-13STATE's property.

13.2.7 Carrying a weapon on SBC-13STATE's property.

13.3 In addition, the Collocator and SBC-13STATE will take appropriate disciplinary steps as determined by each party to address any violations reported by SBC-13STATE or the Collocator of SBC-13STATE's policies and practices on security, safety, network reliability, and business conduct as defined in SBC-13STATE's Interconnector's Collocation Services Handbook and/or Collocation website(s), provided the such information and any and all updates to it are timely provided to the Collocator.

13.4 Collocators will provide indemnification and insurance as set forth in this agreement to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SBC-13STATE's authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to SBC-13STATE as well.

13.5 SBC-13STATE may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

14. CASUALTY LOSS

14.1 If the Eligible Structure or the Physical Collocation Space is damaged by fire or other casualty, and:

14.1.1 The Physical Collocation Space is not rendered untenantable in whole or in part, SBC-13STATE shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

14.1.2 The Physical Collocation Spaces is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, SBC-13STATE has the option to repair the Physical Collocation Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the Physical Collocation Space cannot be repaired within ninety (90) calendar days, or SBC-13STATE opts not to rebuild, then the Physical Collocation arrangement provided in the Physical Collocation Space shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as of the date of such damage. SBC-13STATE shall endeavor to relocate Collocator equipment in alternative location, or assist Collocator in developing alternative to physical location.

14.2 Any obligation on the part of SBC-13STATE to repair the Physical Collocation Space shall be limited to repairing, restoring and rebuilding the Physical Collocation Space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Collocator or by SBC-13STATE on request of Collocator; any Collocator telecommunications equipment; or other facilities or equipment located in the Physical Collocation Space by Collocator or by SBC-13STATE on request of Collocator.

14.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the Physical Collocation Space may be unaffected thereby, SBC-13STATE, at its option, may terminate any Physical Collocation arrangement in that Eligible Structure by giving Collocator ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

15. REMOVAL OF EQUIPMENT

15.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) calendar days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or

makes an assignment for the benefit of creditors, **SBC-13STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Physical Collocation Space, expel Collocator and any claiming under Collocator, remove any Collocator telecommunications equipment and any other items in the Physical Collocation Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies **SBC-13STATE** might have. **SBC-13STATE** may exercise this authority on a Physical Collocation Space-by-Physical Collocation Space basis. **SBC-13STATE** may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

16. LIMITATION OF LIABILITY

16.1 Third Parties – Collocator acknowledges and understands that **SBC-13STATE** may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator; that such space may be close to the Physical Collocation Space, possibly including space adjacent to the Physical Collocation space and/or with access to the outside of the physical collocation space; and that if Collocator requests a cage around its equipment, the cage Physical Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Collocator's equipment and facilities. In addition to any other applicable limitation, a Party shall have absolutely no liability with respect to any action or omission by any third party, regardless of the degree of culpability of any such third party or the other Party, and regardless of whether any claimed liability arises in tort or in contract. The Parties shall save and hold each other harmless from any and all costs, expenses, and claims associated with any such acts or omission by any third party acting for, through, or as a result of a Party.

17. INDEMNIFICATION

17.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement), the Parties shall indemnify and hold harmless each other and the agents, employees, officers, directors and shareholders of any of them ("Indemnities") from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against a Party where such liabilities arise in connection with the other Party's use of persons that it classifies as an independent contractor or

subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of a Party or a contractor or a representative of a Party or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of SBC-13STATE or its employees.

18. OSHA STATEMENT

18.1 Collocator, in recognition of SBC-13STATE's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of SBC-13STATE with all federal, state and local laws, safety and health regulations relating to the Physical Collocation Space which Collocator has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold SBC-13STATE harmless for any judgments, citations, fines, or other penalties which are assessed against SBC-13STATE as the result of Collocator's failure to comply with any of the foregoing. SBC-13STATE, in its status as an employer, shall comply with all federal, state and local laws, safety and health standards and regulations with respect to the structural and those other portions of the Physical Collocation Space which SBC-13STATE has agreed to maintain pursuant hereto.

19. NOTICES

19.1 Except in emergency situations, SBC-13STATE shall provide Collocator with written notice five (5) business days prior to those instances where SBC-13STATE or its subcontractors may be undertaking a major construction project in the general area of the Physical Collocation Space or in the general area of the AC and DC power plants which support the Physical Collocation Space.

19.2 SBC-13STATE will inform Collocator by telephone of any emergency-related activity that SBC-13STATE or its subcontractors may be performing in the general area of the Physical Collocation Space occupied by Collocator or in the general area of the AC and DC power plants which support the Physical Collocation space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required to monitor or protect its service.

19.3 SBC-13STATE will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator telecommunications equipment. SBC-13STATE shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator telecommunications equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to **(AR, CA, CT, KS, MO, NV, OK, TX)**

Account Manager - Collocation
2600 N. Central Expressway
6th Floor
Richardson, TX 75080

If to **(IL, IN, MI, OH, WI)**
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator: Gary A. Klug
Director – Regulatory Compliance
SCC Communications Corp.
6285 Lookout Road
Boulder, Colorado 80301

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to **(AR, CA, CT, KS, MO, NV, OK, TX)**
CSC
2600 N. Central Expressway, 6th floor,
Richardson, Texas 75080

If to **(IL, IN, MI, OH, WI)**
Collocation Team
790 N. Milwaukee St., 3rd Floor

Milwaukee, Wisconsin 53202

If to Collocator: Patricia Gilbert
Controller
SCC Communications Corp.
6285 Lookout Road
Boulder, CO 80301

20. INSURANCE

20.1 Collocator shall furnish **SBC-13STATE** with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions, and state the types of insurance and policy limits provided by Collocator. **SBC-13STATE** shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S).

20.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases **SBC-13STATE** from and waives any and all right of recovery, claim, action or cause of action against **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of **SBC-13STATE**, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against **SBC-13STATE**, and any rights of Collocator against **SBC-13STATE** for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that **SBC-13STATE** has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Physical Collocation arrangement provided under this Appendix.

20.2 The limits set forth in this Section may be increased by SBC-13STATE from time to time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SBC-13STATE structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SBC-13STATE.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance and policy binders reflecting the coverages specified above prior to, and as a condition of, SBC-13STATE's obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure pursuant to Sections 3.7 and 3.7.3. Collocator shall arrange for SBC-13STATE to receive thirty-(30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to reasonable recommendations made by SBC-13STATE's Property Insurance Company, if any, unless a recommendation is also applicable to SBC-13STATE and SBC-13STATE does not so conform in the Eligible Structure where the Physical Collocations space is located.

20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

21.1 SBC-13STATE shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

21.3 Except as may otherwise be provided:

21.3.1 SBC-13STATE and Collocator shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and

21.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.

21.3.3 Each Party shall restrict access to the Eligible Structure and the Physical Collocation Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.

21.4 SBC-13STATE shall use electronic access controls to protect all spaces which house or contain Collocator equipment or equipment enclosures, but if electronic controls are not available, SBC-13STATE shall either furnish security guards at those SBC-13STATE locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, SBC-13STATE shall permit Collocator to install monitoring equipment in the collocation space to carry data back to Collocator's work center for analysis. Collocator agrees that Collocator is responsible for problems or alarms related to Collocator's equipment or equipment enclosures located on SBC-13STATE's Physical Collocation Space.

21.5 SBC-13STATE shall furnish Collocator with the identifying credentials to be carried by its employees and authorized agents to be paid for by the Collocator. The Collocator must maintain an updated list of all authorized employees and authorized agents on a Physical Collocation Space-by-Physical Collocation Space basis for every Eligible Structure where there are SBC-13STATE security guards.

21.6 Collocator shall comply with the security and safety procedures and requirements of SBC-13STATE, including but not limited to sign-in, and identification.

21.7 SBC-13STATE shall furnish Collocator with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured Collocator space in central offices. In the event of an emergency, Collocator shall contact a SPOC provided by SBC-13STATE for access to spaces which house or contain Collocator equipment or equipment enclosures.

21.8 SBC-13STATE shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house Collocator equipment or equipment enclosures.

21.9 SBC-13STATE shall use best efforts to provide notification within two (2) hours to designated Collocator personnel to indicate an actual security breach.

21.10 SBC-13STATE shall be responsible for the security of the Eligible Structure. If a security issue arises or if Collocator believes that SBC-13STATE's security measures are unreasonably lax, Collocator shall notify SBC-13STATE and the Parties shall work together to address the problem. SBC-13STATE shall, at a minimum, do the following:

21.10.1 Where a cage is used, SBC-13STATE shall design collocation cages to prevent unauthorized access; provided, however, that Collocator realizes and assents to the fact that the cage will be made of wire mesh.

21.10.2 SBC-13STATE shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to SBC-13STATE's employees, agents or invitees having a business need, such as a periodic review of the Physical Collocation space, to be in these areas. SBC-13STATE shall require all persons entering the collocation areas to wear identification badges.

21.10.3 SBC-13STATE shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Physical Collocation Space. SBC-13STATE shall respond immediately to reported problems with Collocator key cards.

21.10.4 In emergency situations, common courtesy will be extended between Collocator and SBC-13STATE's employees, including the provision of first aid and first aid supplies.

21.11 Collocator shall limit access to Collocator employees directly to and from the Physical Collocation Space and will not enter unauthorized areas under any circumstances.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

22.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party

beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX SS7

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APPENDIX SS7
APPENDIX FOR THE PROVISION OF SS7 SERVICE

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions for non-discriminatory access to the Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) and SCC. CCS/SS7 is comprised of certain network elements, including Dedicated Signaling Links, Signaling Link Transport and Signaling Transfer Points (STP). In addition to such network elements, this Appendix provides for CCS/SS7 functionality and translations to support SS7 based services and applications.

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, SBC-2STATE means the applicable above listed ILECs doing business in California and Nevada.

2. SERVICE DESCRIPTION

2.1 SNET does not offer access to the SS7 signaling network under this agreement. Rather, SS7 is available as described in DPUC ordered CT Access Service Tariff Section 18.2.8. SS7 interconnection arrangements between SNET and SCC will be on an individual case basis (ICB) due to the individual architectures of both SCC and SNET signaling networks and unique requirements of the individual parties.

2.2 SS7 Transport

2.2.1 SS7, as defined in this Appendix above, provides for the transporting of call setup (i.e. ISUP) signaling to each end-office subtended from the tandem in the LATA in which the interconnection occurs as outlined in this Agreement. SS7 Transport of SS7 Global Access or SS7 Access as defined in the SBC-12STATE below outlines the requirements by for interLATA signaling.

2.2.2 SS7 Transport provides for the routing and screening of SS7 messages from an SBC-7STATE pair of STPs (i.e., a mated pair) to another SBC-7STATE pair of STPs. In SBC-AMERITECH, due to the fact that state gateway STPs are not interconnected, SS7 Transport provides for the routing and screening of SS7 messages from a SBC-AMERITECH pair of designated Gateway STPs (i.e., a mated pair) to another SBC-AMERITECH pair of STPs within the same state only. The screening of messages provides for SCC designation of signaling points associated with SCC and controls which messages may be allowed by the SBC-12STATE STP pairs. The routing of messages provides for the transfer of a complete message between signaling links, and for a Global Title Translation (GTT) of the message address, if needed.

2.2.3 SS7 Transport provides routing of messages for all parts of the SS7 protocol. These messages may support other applications and services such as, for example, CLASS services, Message Waiting services, Toll Free Database services, Line Information Data Base (LIDB) Services, Calling Name (CNAM) Database services, Advanced Intelligent Network (AIN) services and Telecommunications Industry Association Interim Standard-41 (IS-41) services. SS7 Transport will route messages to the global title address or to the signaling point code address of the message based on the translation information of SBC-12STATE's STP.

2.3 Dedicated Signaling Links

2.3.1 Dedicated Signaling Links provide interconnection to SBC-12STATE's signaling network. Each signaling link is a set of dedicated 56Kbps (or higher speed) transmission paths between SCC STPs or switches and the SBC-12STATE STP mated pair. The SCC designated Signaling Points of Interconnection (SPOI) are at SBC-7STATE's STP, an SBC-7STATE serving wire center or are collocated in a SBC-12STATE wire center. In the SBC-AMERITECH the SPOI is always collocated in the SBC-AMERITECH STP serving office. This means of collocation is required in the SBC-AMERITECH for access to the SBC-AMERITECH STP. The links are fully dedicated to the use of SCC and provide the screening and routing usage for the SBC-12STATE STP to which the link is connected. Dedicated Signaling Links are available to SCC for its use in furnishing SS7-based services or applications to their end users or other users of SS7 signaling information.

2.4 Dedicated Signaling Links include the following elements:

2.4.1 SS7 Link Cross Connect

2.4.1.1 The SS7 Link Cross Connect provides a DS-0 or DS1 connection in the SBC-12STATE STP building and connects the STP Port Termination to the SCC SPOI.

2.4.2 STP Port Termination

2.4.2.1 The STP Port Termination is the physical termination of the signaling link (i.e. 56 kbps circuit) at a SBC-12STATE STP. A STP Port Termination is used for each 56 kbps SS7 Link Cross Connect terminated at a SBC-12STATE STP.

2.4.3 STP Access Link

2.4.3.1 The STP Access Link provides a 56-kilobit per second digital facility when SCC requires an interoffice facility to connect from the SCC SPOI to the STP building location.

2.5 SCC shall provide the portion of the signaling link from SCC's premises within the LATA to the SBC-12STATE STP location or the SCC SPOI. SCC shall identify the DS1 or channel of a DS1 that will be used for the signaling link.

2.6 SCC shall identify to SBC-12STATE the facility and channel to which the SS7 Link Cross Connect shall connect. If the facility does not terminate in the STP location SBC-12STATE shall provide a transport facility referred to as the STP Access Link. The STP Access Link will connect to the DS-0 cross connect at the STP location.

2.7 When SCC uses an alternative DS1 facility or arranges, or agrees to allow, a physical degree of diversity or performance that is not in accordance with the specifications of Telcordia technical publication, GR-905-CORE, SCC acknowledges that the performance and reliability of the SS7 protocol may be affected and the performance and reliability standards described in GR-905-CORE may be disqualified.

2.8 Dedicated Signaling Links are subject to SBC-12STATE compatibility testing and certification requirements pursuant to the Network Operations Forum Reference Document, GR-905-CORE and SBC-12STATE Technical Publication, TP76638. In the SBC-AMERITECH Technical Publication AM-TR-OAT-000069 will apply in addition to the documents referenced above. In SBC-2STATE PUB L-780023-SBC-2STATE may be substituted for TP76638 and first interconnections to PACIFIC's signaling network per CLEC and per signaling point type of equipment will require completion of PACIFIC's CCS/SS7 interconnection questionnaire. Each individual set of links from SCC switch to SBC-12STATE

STP will require a pre ordering meeting to exchange information and schedule testing for certification by SBC-12STATE.

2.9 Dedicated Signaling Links Technical Requirements

2.9.1 Unbundled Dedicated Signaling Links will perform in the following two ways:

2.9.1.1 as an "A-link", which is a connection between a switch and a home signaling transfer point (STP) mated pair; and

2.9.1.2 as a "B-link" or "D-link," which is an interconnection between STPs in different signaling networks.

2.9.2 When SCC provides its own switch or STP, SCC will provide DS1 (1.544 Mbps) interfaces at SCC-designated SPOIs. DS1 transport to the SPOI can be provided for, as previously indicated, via existing transport facilities or through SCC purchase of an SBC-12STATE dedicated transport facility, previously referred to as the "Access Connection". Each 56 Kbps transmission path will appear as a DS0 channel on the DS1 interface.

2.9.3 In each LATA in which SCC desires Dedicated Signaling Links for interconnection to the SBC-12STATE SS7 Signaling Network, SCC must purchase dedicated signaling links to each STP of a mated pair of STPs.

2.9.4 SCC assumes the responsibility to ensure diverse routing of SCC signaling links from SCC switch to SCC SPOI. SBC-12STATE will provide the same amount of diversity as it provides to itself in terms of diverse routing of interoffice facilities, should such facilities be necessary.

2.9.5 When SCC requests that SBC-12STATE add a Signaling Point Code (SPC), SCC will identify to SBC-12STATE the SPCs associated with the SCC set of links and will pay a non-recurring charge per STP pair at the rates set forth in Appendix PRICING UNE – Schedule of Prices, "Point Code Addition". This rate element will not apply in SBC-2STATE.

2.9.6 SCC will notify SBC-12STATE in writing thirty (30) days in advance of any material change in SCC's use of such SS7 signaling network, including but not limited to any change in SCC SS7 Dedicated Signaling Links, SS7 Transport and/or STP.

2.10 Signaling Transfer Points (STPs)

2.10.1 The STP element is a signaling network function that includes all of the capabilities provided by the STP switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. STP includes the associated link interfaces.

2.10.2 Use of the STP routes signaling traffic generated by action of SCC to the destination defined by PACIFIC's signaling network, excluding messages to and from an SBC-7STATE local switching unbundled network element. Integrated services digital network user (ISUP) and Translational Capabilities Application Part (TCAP) signaling traffic addressed to SPs associated with SCC set of links will be routed to SCC.

2.10.3 SS7 Transport will apply to SS7 messages transported on behalf of SCC from a SBC-12STATE designated STP pair to a to a SBC-12STATE STP pair located in a different LATA. In SBC-AMERITECH this arrangement will only be provided for STPs located in the same state. In the SBC-7STATE, the rate, per octet, will apply to octets comprising ISUP and TCAP messages. In SBC-AMERITECH the Signal Switching and Signal Transport rates will apply to ISUP and TCAP messages. In SBC-2STATE, SS7 transport is not available. However, transit signaling provides the ability for an interconnecting network (ICN) to pass signaling information through the SBC-2STATE network to a third party without requiring a trunking connection by a third party with SBC-2STATE.

2.10.4 In such instance as SCC utilizes SBC-12STATE's Local Switching Network Element, SCC does not separately order SS7 signaling under this method. SCC will be charged for the use of the SBC-12STATE SS7 signaling on a per call basis.

2.11 STP Technical Requirements

2.11.1 STPs will provide signaling connectivity to the following network elements connected to the SBC-12STATE SS7 network: SBC-12STATE Local Switching or Tandem Switching; SBC-12STATE Service Control Points/Call Related Databases; Third-Party local or tandem switching systems; and Third-party-provided STPs.

2.11.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by SCC at the SBC-12STATE STPs, and where technically feasible, each Party will provision such link set in accordance with these parameters. SCC may specify screening parameters so as to allow transient messages to cross the SBC-12STATE SS7 Network. The Parties will identify to each other the

GTT type information for message routing. SCC will pay a non-recurring charge when SCC requests SBC-12STATE add GTT type information for message routing, in connection with its use of unbundled signaling.

2.12 Interface Requirements

2.12.1 SBC-12STATE will provide STP interfaces to terminate A-links, B-links, and D-links.

2.12.2 SCC will designate the SPOI for each link. SCC will provide a DS1 or higher rate transport interface at each SPOI. SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-12STATE STPs.

2.12.3 SBC-12STATE will provide intraoffice diversity to the same extent it provides itself such diversity between the SPOIs and the SBC-SWBT STPs.

3. MANNER OF PROVISIONING

3.1 The following describes the manner of provisioning for SS7 services. Each Party will work cooperatively with the other Party and will each provide knowledgeable personnel in order to provision, test and install SS7 Service in a timely fashion.

3.2 SS7 Transport

3.2.1 SCC shall use SS7 Transport subject to the screening and routing information of the SBC-12STATE STPs. SBC-12STATE shall provide information to SCC on the routes and signaling point codes served by the SBC-12STATE STPs. SS7 Transport shall route ISUP messages for the purpose of establishing trunk voice paths between switching machines.

3.2.2 SS7 Transport shall route TCAP queries when feasible pursuant to the SS7 Protocol to the SBC-12STATE "regional" STP pair that directly serves the database of TCAP message. SS7 Transport shall route TCAP responses from a SBC-12STATE "regional" STP pair to another SBC-12STATE STP pair.

3.2.3 SS7 Transport provides a signaling route for messages only to signaling points to which SBC-12STATE has a route. SS7 Transport does not include the provision of a signaling route to every possible signaling point. When SBC-12STATE does establish a route to a signaling point in a mated pair of STPs, the route may not be available to other SBC-12STATE pairs of STPs, until ordered. When SBC-12STATE or SCC,

pursuant to a service order, arranges to establish a route to a signaling point, such route to the other signaling point or other signaling network will be used by all signaling points within, and connected to, the SBC-12STATE signaling network pursuant to the standard requirements of the SS7 protocol.

3.3 Disputes concerning the association of a signaling point among specific link sets associated with a SBC-12STATE mated STP will be resolved by consultation with the signaling point owner, as defined in the Local Exchange Routing Guide (LERG), Section 1, assignment of SPC.

3.4 Dedicated Signaling Links

3.4.1 SCC shall designate the signaling points and signaling point codes associated with SCC. SCC shall provide such information to SBC-12STATE to allow SBC-12STATE to translate SBC-12STATE STPs. The information shall define the screening and routing information for the signaling point codes of SCC and may include global title address, translation type and subsystem designations as needed.

3.4.2 Signaling links from SBC-12STATE mated pairs of STPs shall connect to SCC premises (including collocation locations) within the same LATA. A set of links can be either:

3.4.2.1 "A" Link Sets from SCC's Signaling Point (SP)/Service Switching Point (SSP). A minimum of two links will be required, one from the SP/SSP to each STP; or,

3.4.2.2 "B" Link Sets from SCC's STPs that are connected to SBC-12STATE's mated pair of STPs. A minimum of four links will be required (i.e. a "quad") between the two pairs of STPs. (This same arrangement is sometimes referred to as a set of "D" links.)

3.4.3 A STP Port Termination and SS7 Link Cross Connect is required for each 56-kbps access link utilized for the Service. STP locations are set forth in the National Exchange Carrier Association, Inc. (NECA) Tariff FCC No. 4.

3.4.4 A pre-order meeting will define the SBC-12STATE facility availability and the degree of diversity in both the SBC-12STATE physical network and the SCC physical network from signaling point to signaling point for the link.

3.4.5 When SCC requires a STP Access Link, SCC and SBC-12STATE shall jointly negotiate the degree of diversity provided among and between multiple dedicated signaling links. The negotiation shall consider the requirements of the SS7 standard protocol, the degree of diversity available in each network and the possible alternatives.

3.4.6 All applicable signaling point codes for each signaling link must be installed at each of SBC-12STATE's interconnecting STPs.

3.4.7 Call set-up times may be adversely affected when SCC, using SS7 signaling, employs Intermediate Access Tandems (IATs) in its network. SBC-12STATE makes no warranties with respect to call set-up times when multiple STP pairs are involved or when the signaling traffic is exchanged between two non-SBC-12STATE signaling points.

3.4.8 Provisioning of the SS7 Service is in accordance with SBC-7STATE TP76638 SBC-AMERITECH AM-TR-OAT-000069 and GR-905-CORE, as amended or SBC-2STATE PUB L780023-SBC-2STATE.

3.5 Use of the STP

3.5.1 When SCC orders SBC-12STATE unbundled Local Switching, the use of the STP shall apply. No order or provisioning by SCC is needed. The SBC-12STATE Local Switch will use the SBC-12STATE SS7 signaling network.

4. RESPONSIBILITIES OF SBC-12STATE

4.1 SBC-12STATE shall manage the network and, at its sole discretion, apply protective controls. Protective controls include actions taken to control or minimize the effect of network failures or occurrences, which include, but are not limited to, failure or overload of SBC-12STATE or SCC facilities, natural disasters, mass calling or national security demands.

4.2 SBC-12STATE shall determine the GTT route for messages routed to GTT, which are associated with SBC-12STATE signaling points.

4.3 SBC-12STATE shall define regional functions and local functions of its STPs. SBC-12STATE will route ISUP messages within the SBC-12STATE signaling network, subject to technical feasibility. Capacity limitations shall define a temporary technical infeasibility until the capacity limit can be resolved.

4.4 SBC-12STATE shall route messages generated by the action of SCC throughout the SBC-12STATE signaling network as specified within this Appendix. The

content of the messages is for the use of signaling points of origination and destination. SBC-12STATE will not use any information within messages for any purpose not required by or related to the use of the SBC-12STATE signaling network. SBC-12STATE will not divulge any message or any part of messages generated by SCC to any other party, except as required to manage the SBC-12STATE signaling network or as may be required by law.

5. RESPONSIBILITIES OF SCC

5.1 SCC shall provision the signaling links at SCC's premises and from SCC's premises to SBC-7STATE's STP location in a diverse, reliable and technically feasible manner. SCC shall identify to SBC-12STATE the SPC(s) associated with the SCC set of links.

5.2 SCC shall identify to SBC-12STATE the GTT information for messages that route to SCC.

5.3 When routing messages addressed to an SBC-12STATE Subsystem Number (SSN), SCC shall use the SBC-12STATE defined SSN designation of the SBC-12STATE mated STP pair to which the message is routed.

5.4 SCC shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SBC-12STATE signaling network.

5.5 SCC shall furnish to SBC-12STATE, at the time the SS7 Service is ordered and annually thereafter, an updated three (3) year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SBC-12STATE shall utilize the forecast in its own efforts to project further facility requirements.

5.6 SCC shall inform SBC-12STATE in writing thirty (30) days in advance of any change in SCC's use of such SS7 Service which alters by ten percent (10%) for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by SCC to be forwarded to SBC-12STATE's network. SCC shall provide in said notice the reason, by individual SS7 service, for the volume change.

6. BONAFIDE REQUEST PROCESS

6.1 Any request for SS7 service not addressed within this Appendix may be submitted to SBC-12STATE via the Bona Fide Request ("BFR") process set forth in Appendix UNE.

7. DESCRIPTION OF RATE ELEMENTS SBC-AMERITECH

7.1 There are three types of charges that apply for SS7 Access. They are recurring, usage and nonrecurring charges. Recurring and nonrecurring charges apply for each port that is established on a STP. Usage charges apply for each Initial Address Message (IAM) or TCAP (excluding LIDB Access Service, 800 Access Service TCAP messages and LNP Database Access Query TCAP messages) message that is switched by the local STP and transported to an SBC-AMERITECH end office or for each IAM and TCAP message that is switched by the local STP in a hubbing arrangement.

7.2 Nonrecurring charges apply for the establishment of Originating Point Codes (OPC) and Global Title Address (GTA) Translations. An OPC charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. The OPC charge applies on a per service basis. A GTA Translation charge applies for each service or application (excluding LIDB Access Service and 800 Carrier-ID-Only Service) that utilizes TCAP messages. A GTA Translation charge also applies for each service (excluding LIDB Access Service and 800 Carrier-ID-Only Service) added or changed subsequent to the initial establishment of STP Access.

7.3 Signal Formulation

7.3.1 An IAM Formulation usage charge will be assessed for each IAM message formulated at the SBC-AMERITECH tandem for SCC to SBC-AMERITECH terminated calls.

7.4 Signal Transport

7.4.1 An IAM Signal Transport usage charge will also be assessed for each IAM message that is transported from the local STP to the SBC-AMERITECH end office for terminating traffic. A TCAP Signal Transport usage charge will be assessed for each TCAP message that is transported from the local STP to the SBC-AMERITECH end office (excluding LIDB and 800 Access Service).

7.5 Signal Switching

7.5.1 An IAM Signal Switching usage charge will be assessed for each IAM message that is switched by the local STP for each IAM messages that is switched for direct routed terminating traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the local STP termination of non-call associated signaling messages (excluding LIDB and 800 Access Service).

7.6 Signal Tandem Switching

7.6.1 An IAM Signal Tandem Switching usage charge will be assessed for an IAM message that is switched by an SBC-AMERITECH STP and transported to an end office for tandem routed terminating traffic. When Signal Tandem Switching usage charges are assessed, Signal Switching and Signal Transport charges do not apply, except for SS7 Transport.

8. DESCRIPTION OF RATE ELEMENTS SBC-7STATE

8.1 The following rate elements apply to SBC-7STATE SS7 Service:

8.2 SS7 Transport

8.2.1 SS7 Transport shall be measured per octet of information screened and routed.

8.2.2 SCC shall pay SS7 Transport Per Octet rate element for the screening and routing of messages by each additional SBC-7STATE STP pair. A usage rate applies per octet generated by action of SCC.

8.2.3 SS7 Transport is not available in SBC-2STATE

8.3 Dedicated Signaling Links

8.3.1 SS7 Link Cross Connect

8.3.1.1 SCC shall pay the DS-0 or DS-1 rate for the SS7 Link Cross Connect at the STP location for each Dedicated Signaling Link. Rates are per DS-0 and DS-1 bandwidth and per connection to unbundled dedicated facility or connection to a collocation cage. Rates are per month and nonrecurring installation per first or additional cross connects ordered and shall apply on a per order basis.

8.3.2 STP Port Termination

8.3.2.1 SCC shall pay the STP Port Termination rate element for each termination of the SS7 Link Cross Connect at the SBC-7STATE STP. One STP Port Termination must be installed at SBC-7STATE's interconnecting STP for each Dedicated Signaling Link.

8.3.2.2 There are two charges that apply to the STP Port Termination, i.e., a fixed recurring monthly rate per port termination and a nonrecurring installation charge per port.

8.3.3 STP Access Link

8.3.3.1 SCC shall pay the STP Access Link rate element for each STP Access Link when the STP Access Link is provided. The charge includes a fixed rate per month plus a rate per mile per month.

8.4 Signaling Point Code Addition

8.4.1 SCC shall pay the Signaling Point Code Addition rate element for the establishment and translation of each applicable CCS network signaling point code at a SBC-7STATE STP. SCC shall pay a nonrecurring charge per SPC established at each STP.

8.5 Global Title Translation (GTT) Addition

8.5.1 SCC shall pay the GTT Addition rate element for the establishment of SCC's GTA, translation type or subsystem information in the SBC-7STATE STP translations. SCC shall pay a nonrecurring charge per GTT established at each STP.

8.6 Use of the STP Per Call

8.6.1 SCC shall pay the Use of the STP Per Call rate element for Use of the SBC-7STATE STP. The rate shall apply for each call originated by SCC subscribers using the SBC-7STATE Local Switching Network Element. The rate is based on an assumed mean quantity of 200 octets of signaling used for each originated call times the STP Transport rate element.

8.6.2 The Use of the STP Per Call is a surrogate for STP Transport and Dedicated Signaling Links when SCC uses the SBC-7STATE Local Switching network element.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every Interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such Interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection,

service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) and SCC.

1.2 This Appendix provides descriptions of the trunking requirements between SCC and SBC-13STATE solely for 911 traffic and requests for Emergency Services from Telematics Customers between the respective customers of the Parties pursuant to Section 251(c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. All references to incoming and outgoing trunk groups are from the perspective of SCC.

1.3 All traffic shall be originated by SCC's End Users, routed through SBC-13STATE's Selective Routing Tandem(s), and terminated to the SBC-13STATE End User PSAP or equivalent public safety agency.

2. DEFINITIONS

2.1 **"Network Interconnection Methods"** (NIM) designates facilities established between the Parties' Networks.

3. TRUNK GROUPS

3.1 E911 Trunk Group

3.1.1 A dedicated trunk group for each NPA shall be established to each appropriate Selective Routing Tandem within the local exchange area or LATA in which SCC offers exchange service. SCC will have administrative control for the purpose of issuing Access Service Request (ASR) on this one-way trunk group. Where the Parties utilize SS7 signaling and the necessary E911 technology is currently available and deployed, only one E911 trunk group will be established to handle multiple NPAs within the local exchange area or LATA. This trunk group shall be set up as one-way, outgoing only and shall utilize MF CAMA signaling or, where available, SS7 signaling.

3.1.2 SCC shall provide a minimum of two (2) one-way outgoing trunks on 9-1-1 trunk groups dedicated for originating 9-1-1 emergency service calls from the Point of Interconnection (POI) to the **SBC-13STATE** 9-1-1 Selective Routing Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

3.1.3 The Parties will cooperate to promptly test all 9-1-1 trunks and facilities between SCC network and the **SBC-13STATE** 9-1-1 Selective Routing Tandem to assure proper functioning of 9-1-1 service. SCC will not turn-up live traffic until successful testing is completed by both Parties. The Parties will work diligently to complete testing in an expeditious manner and to avoid unreasonable delay in completing such testing.

4. FORECASTING RESPONSIBILITIES: SBC-13STATE

4.1 SCC agrees to provide an initial forecast for establishing the initial Interconnection facilities. **SBC-13STATE** shall review this forecast and if it has any additional information that will change the forecast shall provide this information to SCC. Subsequent forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the **SBC-13STATE** General Trunk Forecast. This forecast should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Appendix for a minimum of three years. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673. Analysis of trunk group performance, and ordering of relief if required, will be performed on a monthly basis at a minimum (trunk servicing).

4.2 The semi-annual forecasts shall include:

4.2.1 Yearly forecasted trunk quantities for 911 trunk requirements for a minimum of three (current and plus 1 and plus 2) years; and

4.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.2.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

4.3 SCC shall be responsible for forecasting and servicing the one way trunk groups terminating to **SBC-13STATE**, unless otherwise specified in this Appendix. Standard trunk traffic engineering methods will be used by the parties as described in Bell Communications Research, Inc. (TELCORDIA TECHNOLOGIES) document SR TAP 000191, Trunk Traffic Engineering Concepts and Applications.

4.4 If forecast quantities are in dispute, the Parties shall meet to reconcile the differences.

4.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

5. TRUNK DESIGN BLOCKING CRITERIA: SBC-13STATE

5.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
911	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group.

6. TRUNK SERVICING: SBC-13STATE

6.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). SCC will have administrative control for the purpose of issuing ASRs on one-way trunk groups.

6.2 Both Parties will jointly manage the capacity of 911 trunk groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the 911 Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

6.3 In A Blocking Situation:

6.3.1 In a blocking final situation, a TGSR will be issued by SBC-13STATE when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. SCC will note "Service Affecting" on the ASR.

6.4 Underutilization:

6.4.1 Underutilization of 911 trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

6.4.1.1 If a 911 trunk group is consistently underutilized for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

6.4.1.2 Either party may send a TGSR to the other Party to trigger changes to the 911 Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR. (20 business days for PACIFIC/NEVADA , 10

business days for SBC-SWBT, SBC-AMERITECH, and SNET)

6.4.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

6.4.1.4 If SBC-13STATE does not receive an ASR, or if the SCC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, SBC-13STATE will attempt to contact SCC to schedule a joint planning discussion. If SCC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, SBC-13STATE will issue an ASR to resize the Interconnection trunks and facilities.

6.5 In all cases except a blocking situation, either Party upon receipt of a TGSR will issue an ASR to the other Party:

6.5.1 Within twenty (20) business days after receipt of the TGSR, upon review of and in response to the TGSR received; or (20 business days for PACIFIC/NEVADA, 10 business days for SBC-SWBT, SBC-AMERITECH, and SNET)

6.5.2 At any time as a result of either Party's own capacity management assessment, in order to begin the provisioning process. The intervals used for the provisioning process will be the same as those used for SBC-13STATE's Switched Access service.

6.6 Major projects require the coordination and execution of multiple orders or related activities between and among SBC-13STATE and SCC work groups, including but not limited to the initial establishment of 911 trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.6.1 Orders that comprise a project, i.e., greater than four (4) DS-1's, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

6.7 SCC will be responsible for engineering its network on its side of the Point of Interconnection (POI). SBC-13STATE will be responsible for engineering its network on its side of the POI.

6.8 Due dates for the installation of 911 trunks covered by this Appendix shall be based on each of the SBC-13STATE's intrastate Switched Access intervals. If

SCC is unable to or not ready to perform Acceptance Tests, or is unable to accept the 911 trunk(s) by the due date, SCC will provide a requested revised service due date that is no more than thirty (30) calendar days beyond the original service due date. If SCC requests a service due date change which exceeds the allowable service due date change period, the ASR must be canceled by SCC. Should SCC fail to cancel such an ASR, SBC-13STATE shall treat that ASR as though it had been canceled.

6.9 TRUNK SERVICING – SBC-SWBT Exceptions:

6.9.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in 6.6. Incoming orders will be screened by SWBT trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in Held Status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimally delay order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

6.10 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in section 6.0 using Design Blocking Objectives stated in section 7.1.

7. TRUNK DATA EXCHANGE: SBC-13STATE

7.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

7.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The

traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available at a minimum on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

8. NETWORK MANAGEMENT: SBC-13STATE

8.1 Neither Party shall apply Network Management controls without consulting the E911 Authority.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

9.1 Every Interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such Interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each Interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks, no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX UNE

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APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)

1. INTRODUCTION

1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish SCC with access to UNEs. Where SCC seeks to provide local exchange service to End Users as defined in the 911 Appendix, through use of multiple SBC-13STATE UNEs, SCC is responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from SBC-13STATE. SCC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with SBC-13STATE's network. SBC-13STATE has no obligation under the Act to combine UNEs. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

1.2 The prices at which SBC-13STATE agrees to provide SCC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

1.3 SBC-13STATE has no obligation to provide access to any Unbundled Network Element, or to provide terms and conditions associated with any Unbundled Network Element, other than expressly set forth in this Agreement, or as required by the Federal Communications Commission or applicable Commission .

2. TERMS AND CONDITIONS

2.1 SBC-13STATE and SCC may agree to connect SCC's facilities with SBC-13STATE's network at any technically feasible point for access to UNEs for the provision by SCC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).

2.2 SBC-13STATE will provide SCC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):

2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.3 In a manner that allows SCC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);

2.2.4 In a manner that allows access to the facility or functionality of a requested Unbundled Network Element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));

2.2.5 With technical information regarding SBC-13STATE's network facilities to enable SCC to achieve access to UNEs (47 CFR Section 51.307(e));

2.2.6 Without limitations, restrictions, or requirements on requests that would impair SCC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));

2.2.7 In a manner that allows SCC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to customers (47 CFR Section 51.309(b));

2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which SBC-13STATE provides such elements to itself (47 CFR Section 51.313(b)).

2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2)).

2.3 As provided for herein, SBC-13STATE will permit SCC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, SBC-13STATE will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).

2.4 SBC-13STATE will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.

2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what SBC-13STATE provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).

2.6 Each Party shall be solely responsible for the services it provides to its End Users, customers, and to other Telecommunications Carriers.

2.7 UNEs provided to SCC under the provisions of this Appendix shall remain the property of SBC-13STATE.

2.8 SBC-13STATE will not connect to or combine UNE's with any non-251 (c)(3) or other SBC-13STATE service offerings with the exception of tariffed Collocation services.

2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as SBC-13STATE may elect at its own discretion. SBC-13STATE will provide access to UNEs where technically feasible.

2.9.2 Subject to the terms herein, SBC-13STATE is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. SBC-13STATE is not otherwise responsible for the Telecommunications Services provided by SCC through the use of those UNEs.

2.9.3 Where UNEs provided to SCC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to SBC-13STATE for future provisioning needs, unless such UNE is disconnected in error. SCC agrees to relinquish control of any such UNE concurrent with the disconnection of SCC's End User's service.

2.9.4 SCC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit SBC-13STATE to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

2.9.5 SCC's use of any SBC-13STATE UNE, or of its own equipment or facilities in conjunction with any SBC-13STATE network element, will not materially interfere with or impair service over any facilities of SBC-13STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC-13STATE may discontinue or refuse service if SCC violates this provision, provided that such termination of service will be limited to SCC's use of the UNE(s) causing the violation.

2.9.6 When an SBC-13STATE provided tariffed or resold service is replaced by SCC's facility based service using any SBC-13STATE provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the

existing service and connect new service to SCC's End User. These requests will be processed by SBC-13STATE, and SCC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User served by one CLEC using SBC-13STATE provided UNEs is converted to a different CLEC's service which also uses any SBC-13STATE provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-13STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 SCC shall connect equipment and facilities that are compatible with the SBC-13STATE Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.9.8 Unbundled Network Elements may not be connected to or combined with SBC-13STATE access services or other SBC-13STATE tariffed service offerings with the exception of tariffed Collocation services where available.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with SBC-13STATE Technical Publications or other written descriptions, if any, as changed from time to time by SBC-13STATE at its sole discretion.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. SBC-13STATE will provide the SCC written notice of any upgrades in its network which will materially impact the SCC's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 SBC-13STATE may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, SCC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-13STATE places on itself for orders from its End Users.

2.10.4 SCC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement

of its telecommunications services which may be required because of changes in facilities, operations, or procedure of SBC-13STATE, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

3. ACCESS TO UNE CONNECTION METHODS

3.1 This Section describes the connection methods under which SBC-13STATE agrees to provide SCC with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which SBC-13STATE makes these methods available. These methods provide SCC access to multiple SBC-13STATE UNEs which SCC may then combine. The methods listed below provide SCC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.1.1 Subject to availability of space and equipment, SCC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SBC-13STATE Central Office.

3.1.1.1 (Method 1)

SBC-13STATE will extend SBC-13STATE UNEs requiring cross connection to SCC's Physical Collocation Point of Termination (POT) when SCC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

SBC-13STATE will extend SBC-13STATE UNEs that require cross connection to SCC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

SBC-13STATE will extend SBC-13STATE UNEs to SCC's UNE frame that is located outside the SBC-13STATE Central Office where the UNEs are to combined in a closure such as a cabinet provided by SBC-13STATE on SBC-13STATE property.

3.2 The following terms and conditions apply to all methods when SBC-13STATE provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, SBC-13STATE will provide a written reply notifying SCC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of SBC-13STATE Central Office space and equipment.

3.2.3 SCC may cancel the request at any time, but will pay SBC-13STATE's reasonable and demonstrable costs for modifying SBC-13STATE's Central Office up to the date of cancellation.

3.2.4 SCCs may elect to access SBC-13STATE's UNEs through Physical Collocation arrangements.

3.2.5 SCC shall be responsible for initial testing and trouble sectionalization of facilities containing SCC installed cross connects.

3.2.6 SCC shall refer trouble sectionalized in the SBC-13STATE UNE to SBC-13STATE.

3.2.7 Prior to SBC-13STATE providing access to UNEs under this Appendix, SCC and SBC-13STATE shall provide each other with a point of contact for overall coordination.

3.2.8 SCC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.9 All tools, procedures, and equipment used by SCC to connect to SBC-13STATE's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

3.2.10 SCC shall be responsible for SCC's personnel observing SBC-13STATE's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If SBC-13STATE for any reasonable and lawful reason requests SCC to discontinue furnishing any person provided by SCC for performing work on SBC-13STATE's premises, SCC shall immediately

comply with such request. Such person shall leave SBC-13STATE's premises promptly, and SCC shall not furnish such person again to perform work on SBC-13STATE's premises without SBC-13STATE's consent.

3.2.11 SCC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to SBC-13STATE premises and/or facilities. SBC-13STATE identification cards will be issued for any SCC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to SBC-13STATE premises will be granted only to SCC employees with such identification.

3.2.12 SCC shall designate each Unbundled Network Element being ordered from SBC-13STATE. SCC shall provide an interface to receive assignment information from SBC-13STATE regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.13 SBC-13STATE will provide SCC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-13STATE shall be referred to such contact numbers.

3.2.14 SCC shall provide its own administrative Telecommunication Service at each facility and all materials needed by SCC at the work site. The use of cellular telephones is not permitted in SBC-13STATE equipment areas.

3.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

3.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-13STATE UNEs will be made on an individual case basis (ICB).

3.2.15.2 SBC-13STATE will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, SBC-13STATE will ensure that the first CLEC obtaining Access to UNEs in an SBC-13STATE premises will not be responsible for the entire cost of site preparation and security.

3.2.15.3 SBC-13STATE will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the building.

4.* ADJACENT LOCATION

4.1* This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which **PACIFIC** offers the Adjacent Location Method.

4.2* The Adjacent Location Method allows SCC to access loops, switch ports, and dedicated transport for an SCC location adjacent to a **PACIFIC** Central Office as identified by **PACIFIC**. Under this method **PACIFIC** UNEs will be extended to the adjacent location, via copper cabling provided by SCC, which SCC can then utilize to provide Telecommunications Service.

4.3* This method requires SCC to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. SCC shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).

4.4* SCC will obtain all necessary rights of way, easements, and other third party permissions.

4.5* The following terms and conditions apply when **PACIFIC** provides the adjacent location:

4.5.1 SCC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

4.6* The installation interval applies on an individual application basis. SCC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.

4.7* SCC will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where SCC requests connection.

4.8* SCC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.

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* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

* Section 4 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

4.9* SCC should refer any sectionalized trouble determined to be in PACIFIC's facilities to PACIFIC.

4.10* SCC's employees, agents and contractors will be permitted to have access to SCC's cable where it is delivered to PACIFIC (outside the entrance manhole). SCC is only able to enter the entrance manhole to splice under a duct lease agreement. If SCC leases ducts to get to the Central Office then SCC has the right to splice the manholes on the route, including the entrance manhole.

4.11* In order for PACIFIC to identify the entrance manhole for SCC, SCC must specify the direction from which the cable originates. PACIFIC will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, SCC will pay for the construction on an Outside Plant Custom Work Order.

4.12* SCC will retain all assignment control. PACIFIC will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the PACIFIC frame.

4.13* SCC will pay Time and Materials charges when PACIFIC dispatches personnel and failure is in SCC's facility.

4.14* PACIFIC will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of SCC. PACIFIC limits SCC to two building entrances. Two entrances allow for SCC growth or a diverse path.

4.15* Prior to PACIFIC providing the Adjacent Location Method in this Appendix, SCC and PACIFIC shall provide each other with a single point of contact for overall coordination.

4.16* The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

5. BONA FIDE REQUEST

5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the SBC-SWBT, SBC-AMERITECH and NEVADA Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the SNET Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the PACIFIC Territory. If SCC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have

different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day means Monday through Friday, excluding Holidays observed by SBC-13STATE.

5.2 **ITEM I**
SBC-SWBT, SBC-AMERITECH, NEVADA
Bona Fide Request Process

5.2.1 A Bona Fide Request (**"BFR"**) is the process by which SCC may request SBC-SWBT, SBC-AMERITECH, NEVADA to provide SCC access to an additional or new, undefined UNE, (a "Request"), that is required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act or any associated, applicable FCC rules or regulations, but is not available under this Agreement or defined in a generic appendix at the time of SCC's request.

5.2.2 In the event that a UNE becomes available in SBC-13STATE pursuant to a Commission approved tariff, upon SCC's written request, the parties will negotiate a mutually acceptable amendment to this Agreement which will permit the SCC to purchase such tariffed UNE, in that state where such UNE is tariffed, in accordance with the terms and conditions of such tariff.

5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook, if one of the Parties is SBC-SWBT, NEVADA, SNET and (ii) TCNet.ameritech.com, if one of the Parties is SBC-AMERITECH. Included with the Application SCC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

5.2.4 SCC is responsible for all costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, SCC has two options to compensate SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:

5.2.4.1 Include with its BFR Application Form a $2,000 deposit to cover SBC-SWBT, SBC-AMERITECH, NEVADA's preliminary

evaluation costs, in which case **SBC-SWBT, SBC-AMERITECH, NEVADA** may not charge SCC in excess of $2,000 to complete the Preliminary Analysis; or

5.2.4.2 Not make the $2,000 deposit, in which case SCC shall be responsible for all preliminary evaluation costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

5.2.5 If SCC submits a $2,000 deposit with its BFR, and **SBC-SWBT, SBC-AMERITECH, NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-SWBT, SBC-AMERITECH, NEVADA** will return the $2,000 deposit to SCC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option of SCC, either be refunded or credited toward additional developmental costs authorized by SCC.

5.2.6 Upon written notice, SCC may cancel a BFR at any time, but will pay **SBC-SWBT, SBC-AMERITECH, NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-SWBT, SBC-AMERITECH, NEVADA** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by SCC, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of the SCC, either returned to SCC or credited toward additional developmental costs authorized by SCC.

5.2.7 **SBC-SWBT, SBC-AMERITECH, NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-SWBT, SBC-AMERITECH, NEVADA** will acknowledge receipt of the BFR and in such acknowledgement advise SCC of the need for any further information needed to process the Request. SCC acknowledges that the time intervals set forth in this Appendix begins once **SBC-SWBT, SBC-AMERITECH, NEVADA** has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide to SCC a preliminary analysis of such Request (the **"Preliminary Analysis"**). The Preliminary Analysis will (i) indicate that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request to SCC or (ii) advise SCC that **SBC-SWBT, SBC-**

AMERITECH, NEVADA will not offer the Request. If SBC-SWBT, SBC-AMERITECH, NEVADA indicates it will not offer the Request, SBC-SWBT, SBC-AMERITECH, NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act and/or, iii) that the BFR is not the correct process for the request.

5.2.9 If the Preliminary Analysis indicates that SBC-SWBT, SBC-AMERITECH, NEVADA will offer the Request, SCC may, at its discretion, provide written authorization for SBC-SWBT, SBC-AMERITECH, NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. SCC's written authorization to develop the BFR Quote must be received by SBC-SWBT, SBC-AMERITECH, NEVADA within thirty (30) calendar days of SCC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and SCC will pay to SBC-SWBT, SBC-AMERITECH, NEVADA all demonstrable costs as set forth above. Any request by SCC for SBC-SWBT, SBC-AMERITECH, NEVADA to proceed with a Request received after the thirty (30) calendar day window will require SCC to submit a new BFR.

5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, SBC-SWBT, SBC-AMERITECH, NEVADA shall provide to SCC a BFR Quote.

5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, SCC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the GTC. If SBC-SWBT, SBC-AMERITECH, NEVADA does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by SCC).

5.2.12 Unless SCC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this agreement.

5.3* **Item II**
SNET Bona Fide Request Process

5.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to SNET, with the following exceptions:

5.3.2 Section 5.2.1 is amended to add the following: SCC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:

5.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, SCC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

5.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.

5.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

5.3.2.4 If the request is covered by one of the conditions listed above, SNET will make these items generally available.

5.3.3 Section 5.2.4 and 5.2.5 are amended as follows: No charges apply for SNET to prepare the Preliminary Analysis.

• Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

• Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

5.3.4 Section 5.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by SNET after SNET submits its Preliminary Analysis to SCC but before SCC's request for the BFR Quote. Cancellation charges will apply after SCC submits its request for SNET to provide a BFR Quote, but before the BFR Quote is provided to SCC. SCC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time SNET receives the written notice of cancellation from SCC. However, if SNET receives notification from SCC for cancellation of the BFR after receipt by SCC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by SNET or the estimate in the BFR Quote plus twenty percent (20%).

5.3.5 Section 5.2.7 is amended as follows: SNET will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, SNET will acknowledge receipt of the BFR and in such acknowledgement advise SCC of the need for any further information needed to process the Request. SCC acknowledges that the time intervals set forth in this Appendix begin once SNET has received a complete and accurate BFR Application Form.

5.3.6 SNET will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

5.3.7 For SNET, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute.

5.4* **Item III**
Pacific Bona Fide Request Process

5.4.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to PACIFIC, with the following exceptions:

* Section 5.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

5.4.2 Section 5.2.1 is amended as follows: A Bona Fide Request ("**BFR**") is the process by which SCC may request **PACIFIC** to provide SCC access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a "Request"), that is required to be provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of SCC's request.

5.4.3 In the event that a UNE becomes available in **SBC-13STATE** pursuant to a Commission approved tariff, upon SCC's written request, the parties will negotiate a mutually acceptable amendment to this Agreement which will permit SCC to purchase such tariffed UNE, in that state where such UNE is tariffed, in accordance with the terms and conditions of such tariff.

5.4.4 Section 5.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

5.4.5 Section 5.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **PACIFIC** will provide to SCC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. SCC acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).

5.4.6 If the BFR is denied, **PACIFIC** will notify SCC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.

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* Section 5.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

5.4.7 If PACIFIC refers SCC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for SCC to submit the application for the alternate process.

6. NETWORK INTERFACE DEVICE

6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to SBC-13STATE's distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, SBC-13STATE offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. SCC access to the NID is offered as specified below (SBC-12STATE) or by tariff (SNET).

6.2 SBC-12STATE will permit SCC to connect its local loop facilities to End Users' premises wiring through SBC-12STATE's NID, or at any other technically feasible point.

6.3 SCC may connect to the End User's premises wiring through the SBC-12STATE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by SBC-12STATE based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. SBC-12STATE, at the request of CLEC, will disconnect the SBC-12STATE local loop from the NID, at charges reflected in the state specific Appendix Pricing.

6.4 With respect to multiple dwelling units or multiple-unit business premises, SCC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via SBC-12STATE's NID where necessary.

6.5 The SBC-12STATE NIDs that SCC uses under this Appendix will be existing NIDs installed by SBC-12STATE to serve its End Users.

6.6 SCC shall not attach to or disconnect SBC-12STATE's ground. SCC shall not cut or disconnect SBC-12STATE's loop from the NID and/or its protector. SCC shall not cut any other leads in the NID.

7. LOCAL LOOP

7.1 Pursuant to applicable FCC rules, a local loop unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC13-STATE. The local loop Unbundled Network Element includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop Unbundled Network Element includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law, and where such loops are deployed in SBC-13STATE wire centers. SCC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

7.2 The following types of local loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix (SBC-12STATE) or by tariff (SNET) and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SNET):

7.2.1 2-Wire Analog Loop

7.2.1.1 A 2-Wire analog loop is a transmission facility that supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) SBC-12STATE will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, SBC-12STATE will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility that supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the SBC-13STATE Central Office to the end user premises.

7.3 Unbundled DS1 and DS3 loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with SBC-13STATE's processes implementing the Supplemental Order.

8. SUB-LOOP ELEMENTS

8.1 SBC-12STATE will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, SNET does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

8.1.1 A sub-loop unbundled network element is defined as any portion of the loop from SBC-12STATE's central office Main Distribution Frame (MDF) to the point at the customer premise that can be accessed at a terminal in SBC-12STATE's outside plant. An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice closure to reach the wire within.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

8.2.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

8.2.8 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

8.2.9 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user's premise.

8.2.10 "SPOI" is defined as a Single Point of Interconnection. A SPOI will usually be located in a Multi-Tenant Environment as a single point of demarcation which will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner or their agent.

8.2.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

8.2.12 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

8.3 SBC-12STATE will offer the following subloop types:

8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.

8.4 Subloops are not available for combination by SBC-12STATE with any Unbundled Network Elements or service.

8.5 Subloops are provided "as is" unless SCC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

8.7 Twisted-pair Copper Subloops:

8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Main Distributing Frame (MDF),
- the Terminal (underground or aerial).

8.8 SCC may request access to the following twisted-pair copper subloop segments:

FROM:	TO:
1. Main Distributing Frame	Serving Area Interface or Feeder Distribution Interface
2. Main Distributing Frame	Terminal
3. Serving Area Interface or Feeder Distribution Interface	Terminal
4. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
5. Terminal	Network Interface Device
6. NID	Stand Alone
7. *SPOI (Single Point of Interface)	Stand Alone

* Provided using the BFR Process. In addition, if SCC requests an Interconnection Point that has not been identified, SCC will need to submit a BFR.

8.9 High Capacity Subloops:

8.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

8.9.2 SCC may request access to the high-capacity subloop segment between the Central Office Point of Termination (POT) and the Remote Terminal Point of Termination (POT).

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.2 Spare subloop(s) will be assigned to SCC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

8.11.3 Provisioning intervals for subloops shall be governed by the SCC state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the SBC-12STATE switch/testing equipment will be lost.

8.12.2 SCC shall isolate trouble to the SBC Subloop portion of SCC's service before reporting trouble to SBC-12STATE.

8.12.3 SBC12-STATE shall charge SCC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC on a trouble report and the fault is determined to be in SCC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due SBC-12STATE is received, SCC may place a LSR for subloops at this location. Prices at which SBC-12STATE agrees to provide SCC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where SCC has a SAA, SBC-13 STATE repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should SCC cabling require replacement, SBC-13STATE will provide prompt notification to SCC for SCC to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements:

8.13.1 Prior to ordering subloop facilities, SCC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the SBC-12STATE subloop network.

8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. SCC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

8.13.3 Upon receipt of a complete and correct application, SBC-12STATE will provide to SCC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When SCC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable

complements, this will continue to be the practice in assigning and administering subloop facilities.

8.13.5 Subloop inquiries do not serve to reserve subloop(s).

8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.

8.13.7 SCC will be responsible for obtaining rights of way from owners of property where SBC-12STATE has placed the equipment necessary for the SAA prior to submitting the request for SCA.

8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, SCC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both SCC and ILEC to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

8.13.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of SCC submitting to SBC-12STATE written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. SBC-12STATE will not begin any construction under the SCA until SCC has provided proof that it has obtained necessary rights of way as defined in Section 9.3.

8.13.10 Upon completion of the construction activity, SCC will be allowed to test the installation with a SBC-12STATE technician. If SCC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into SBC-12STATE's interconnection point.

8.13.11 A non-binding SCC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow SBC-12STATE to properly engineer access to each SAI and to ensure SBC-12STATE does not provide more available terminations than SCC expects to use.

8.13.12 In order to maximize the availability of terminations for all CLECs, SCC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. SCC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

8.13.13 Unused SCC terminations (in normal splicing increments such as 25-pair at SAI/FDI) that remain unused for a period of one year after the completion of construction shall be subject to removal at SCC expense.

8.13.14 In the event SCC elects to discontinue use of an existing SAA, or abandons such arrangement, SCC shall pay SBC-12STATE for removal of their facilities from the SAA.

8.14 Subloop Access Arrangement (SAA) Access Points:

8.14.1 SAI/FDI or Terminal

8.14.1.1 SCC cable to be terminated in a SBC-12STATE SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. SCC's Aerial cables should be aircore.

8.14.1.2 SCC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that SBC-12STATE will terminate on available binding posts in the SAI/FDI or Terminal.

8.14.1.3 SCC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI or Terminal, which SBC-12STATE will splice to SCC cable at the meet point.

8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.

8.14.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, SBC-12STATE may choose to increase capacity of the SAI/FDI by the method of it's choice, for which SCC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing SCC to terminate it's cable at the SAI/FDI.

8.14.1.6 Exhausted Termination Points in a Terminal- When a terminal's termination points are all terminated to assignable cable pairs, SBC-13STATE may choose to increase the capacity of the Terminal or to construct an adjacent termination facility to

accommodate SCC facilities for which SCC will be charged.

8.15 Relocation of Existing ILEC/SCC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

8.15.1 **SBC-12STATE** shall notify SCC of pending relocation as soon as **SBC-12STATE** receives such notice.

8.15.2 SCC shall notify **SBC-12STATE** of SCC's intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

8.15.3 **SBC-12STATE** shall then provide SCC an estimate to terminate facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit with SCC and a **SBC-12STATE** engineer.

8.15.4 SCC shall notify **SBC-12STATE** of acceptance or rejection of the new SCA within 10 business days of receipt of **SBC-12STATE**'s estimate.

8.15.5 Upon acceptance of the **SBC-12STATE** estimate, SCC shall pay at least 50% of the relocation costs at the same time that SCC notifies **SBC-12STATE** of SCC's acceptance of estimate costs.

8.15.6 Should SCC decide not to continue the SAA, SCC will notify SBC-12STATE as to the date that **SBC-12STATE** may remove SCC's facilities from that SAA. SCC will pay **SBC-12STATE** for all costs associated with the removal of the SCC's SAA.

8.15.7 In the event that SCC does not respond to **SBC-12STATE** in time to have their facilities relocated, **SBC-12STATE** shall move SCC facilities and submit a bill for payment to the SCC for the costs associated with the relocation. Should SCC elect not pay this bill, then SCC facilities will be removed from the site upon 30 days notice to the SCC.

8.16 RT (for DS3 Subloop):

8.16.1 SCC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.16.2 SCC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **SBC-12STATE** will splice to SCC cable at the meet point.

9. ENGINEERING CONTROLLED SPLICE (ECS)

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, SBC-13STATE will also make available an Engineering Controlled Splice (ECS), which will be owned by SBC, for CLECs to gain access to subloops at or near remote terminals. This voluntary service is in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).

9.2.1 Where SCC requests such a SCA, SCC shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that SBC-13STATE will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If SBC-13STATE elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

9.2.2 SCC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.

9.2.3 SBC-13STATE will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although SBC-13STATE will construct the engineering controlled splice, the ECS may be owned by SBC-13STATE or SCC (depending on the specific arrangement) at the option of SBC-13STATE.

9.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.

9.2.5 SBC-13STATE may require a separate SCA for each remote terminal site.

9.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS

and the SAI, the interval for completion of the SCA will be determined on an individual case basis.

9.3 SCC will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

9.3.1 Dedicated Facility Option (DFO)

9.3.1.1 SCC may request SBC-13STATE splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent subloop orders.

9.3.1.2 SCC must designate the quantity of subloops SCC desires to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 SCC will compensate SBC-13STATE for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to SCC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 SCC may request SBC-13STATE build an ECS cross-connect junction on which to terminate SCC's SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of SBC-13STATE cabling between the ECS and the RT and/or SAI, and the inventorying of that SBC-132STATE cabling.

9.3.2.3 SCC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.2.4 SCC will compensate SBC-13STATE for the charges incurred by SBC-13STATE derived from the SCC's request for the SCA.

10. PACKET SWITCHING

10.1 SBC-13STATE will provide SCC unbundled packet switching if all of the following conditions are satisfied:

10.1.1 SBC-13STATE has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

10.1.3 SBC-13STATE has not permitted a requesting carrier to deploy DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

10.1.4 SBC-13STATE has deployed packet switching capability for its own use.

11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability is defined as:

11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

11.1.3.2 access to OS/DA and 9-1-1; and

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching uses routing instructions resident in the SBC-12STATE switch to direct all CLEC traffic.

11.2.2 Vertical features, CLASS features, and other features resident in the SBC-12STATE switch providing the ULS port are available under ULS. Refer to state specific Appendix Pricing for SBC-12STATE and Section 18 of the Connecticut Service Tariff for SNET.

11.2.3 SBC-12STATE will allow CLEC to designate the features and functions that are available on a particular ULS port to the extent such features and functions are activated in that switch or as may be requested by the Bona Fide Request process. When CLEC purchases ULS in SBC-12STATE, CLEC will be required to designate the features and functions that are to be activated on each ULS port.

11.2.4 ULS as provided by SBC-12STATE includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.5 SBC-12STATE will control congestion points such as those caused by radio station call-ins and network routing abnormalities using appropriate network capabilities. CLEC agrees to respond to SBC-12STATE's notifications regarding network congestion.

11.2.6 SBC-12STATE will perform testing through ULS for CLECs in the same manner and frequency that it performs for its own customers for an equivalent service.

11.2.7 SBC-12STATE will repair and restore any SBC-12STATE equipment that may adversely impact ULS.

11.2.8 SBC-12STATE will provide usage detail for each ULS port via on a daily basis. Refer to state specific Appendix pricing.

11.2.9 SBC-12STATE will provide CLEC the functionality of blocking calls (e.g., 900 calls, international calls (IDDD), and toll calls) by line or trunk to the extent that SBC-12STATE provides such blocking capabilities to its End Users and to the extent required by federal and/or State law.

11.2.10 At SBC-13STATE's discretion and upon not less than ninety (90) days' written notice to CLEC, SBC-13STATE may elect to discontinue providing ULS or to provide ULS at market prices to CLECs serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which SBC-13STATE can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), SBC-13STATE has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of SBC-13STATE offices that both are assigned to density zone 1 and are located within one of the Top 50 Metropolitan Statistical Areas ("MSAs"). The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

b) In the Exception Territory where SBC-13STATE elects to offer the Enhanced Extended Loop (EEL) in accordance with the UNE Remand Order, the EEL would be available to the CLEC in the Exception Territory at prices which are set in accordance with the pricing standards of Section 252 of the Act. Such prices would be specified in Appendix Pricing. SBC-13STATE may only exercise its rights to discontinue or market-price ULS under this Section for CLEC End Users involving four or more lines.

11.2.10.1 In determining whether SBC-13STATE may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that SBC-13STATE provides to the CLEC through pre-ordering process.

11.2.10.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which SBC-13STATE may exercise its rights under this Section.

11.3 Customized Routing

11.3.1 Custom Routing is available upon SCC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state

jurisdiction based upon switch limitations. SCC will pay the customized routing charges reflected in Appendix Pricing.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates (SBC-12STATE) and Section 18 of the Connecticut Service Tariff for SNET.

11.5 Switch Ports

11.5.1 In SBC-12STATE, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

11.5.1.1 Line Switch Ports – SBC-12STATE

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When SCC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps "B" (bearer) channels for circuit switched voice and/or data and on 16 kpbs "D" (delta) channel for signaling.

11.5.1.2 Trunk Side Switch Ports – SBC-12STATE

11.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-

three 64 kbps "B" channels for digital voice and data and one 64 kbps "D" channel.

11.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications. Also this ULS Trunk Port is used to terminate facilities associated with completing ULS Custom Routing calls in SBC-AMERITECH.

11.5.2 Switch Ports are available for SNET pursuant to the Connecticut Access Service Tariff.

11.6 Tandem Switching

11.6.1 Tandem Switching is defined as:

11.6.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

11.6.1.2 the basic switching function of connecting trunks to trunks; and

11.6.1.3 all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

11.6.2 The charges for Tandem Switching are reflected in Appendix Pricing (SBC-12STATE) and Section 18 of the Connecticut Service Tariff for SNET.

12. SHARED TRANSPORT

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 SBC-12STATE provides access to unbundled shared transport only when purchased in conjunction with a ULS port that SCC subscribes to for the purpose of delivering traffic from/to an SCC End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in SBC-AMERITECH. ULS-ST is provided on a per ULS port basis.

12.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for SNET pursuant to the Connecticut Access Service Tariff

12.1.2 SBC-AMERITECH provides to CLECs subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd 12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").

12.1.3 ULS-ST permits SCC to access the interoffice network of SBC-AMERITECH for the origination from and completion to the associated ULS port of End User local traffic to and from SBC-AMERITECH switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the SBC-AMERITECH switch providing that ULS port. SBC-AMERITECH will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

12.1.4 All SCC's local traffic between SBC-AMERITECH switches will use Shared Transport and all local SCC's traffic to non-SBC-12STATE switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. SBC-12STATE reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.

12.1.6 SBC-12STATE's ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the SBC-STATE network.

12.1.7 In providing ULS-ST, SBC-12STATE will use the existing SBC-12STATE routing tables contained in SBC-12STATE switches, as SBC-

12STATE may change those tables from time to time including after SCC purchases ULS-ST.

12.1.8 SBC-12STATE will provide SS7 signaling on interswitch calls originating from an ULS port. SCC will be charged for the use of the SBC-12STATE signaling on a per- call basis.

12.2 Custom Routing of OS/DA with ULS-ST

12.2.1 CLEC can only mix ULS-ST and custom routing within a SBC-AMERITECH end office switch where SCC chooses to custom route all of its OS and/or all of its DA (OS/DA) traffic for its End Users served by SBC-AMERITECH's ULS-ST ports in that SBC-AMERITECH end office switch. If this custom routing for OS/DA is chosen in a given SBC-AMERITECH end office switch, then all End Users served via ULS-ST ports in that switch will have their OS/DA traffic routed over the same custom route designated by SCC.

12.2.2 SCC must provide SBC-AMERITECH routing instructions necessary to establish such custom routing of OS/DA traffic in those end offices where SCC has End Users served via ULS-ST ports. SCC will be charged by SBC-AMERITECH for the establishment of each custom route for OS or DA traffic in an end office switch.

12.2.3 SBC-AMERITECH will direct all custom routed local OS and/or local DA calls using the Advanced Intelligence Network programming developed to be compatible with ULS-ST to a specific trunk group associated with an ULS Trunk Port or over an existing dedicated trunk group designated by SCC.

12.2.4 SCC will request custom OS/DA routing for use with ULS-ST other than described in this Section via the Bona Fide Request process.

12.2.5 SCC will be required to provide custom branding for OS/DA calls via Service Provider Identification (SPID) branding for End Users served by SCC purchasing SBC-AMERITECH's ULS-ST ports. SPID branding must be addressed in a separate agreement between SCC and SBC-AMERITECH.

12.3 ULS-ST Usage-Sensitive Rating

12.3.1 SBC-12STATE will charge SCC ULS usage rates for intraswitch and interswitch traffic originating from an ULS port and for interswitch traffic terminating to an ULS port.

12.3.2 SBC-12STATE will charge SCC using SBC-12STATE's Shared Transport a usage-sensitive Blended Transport rate in addition to the originating ULS usage-sensitive rate for local interswitch calls. The Blended Transport rate is based upon a blend of direct and tandem-routed local traffic to/from either an SBC-12STATE end office or to/from a non-SBC-12STATE end office.

12.3.3 The charges for Shared Transport are reflected in Appendix Pricing (SBC-12STATE) and Section 18 of the Connecticut Service Tariff for SNET.

12.4 Reciprocal Compensation associated with ULS-ST

12.4.1 For the traffic to which reciprocal compensation applies and subject to the other provisions in this Agreement regarding reciprocal compensation:

12.4.2 As to ULS-ST only, SBC-AMERITECH will charge SCC using SBC-AMERITECH's ULS-ST a Reciprocal Compensation rate specific to ULS-ST for interswitch local traffic originated from a ULS-ST port and terminated to a SBC-AMERITECH end office.

12.4.3 As to ULS-ST only, SCC will reciprocally charge SBC-AMERITECH for interswitch local traffic originated from a SBC-AMERITECH end office and terminated to an ULS-ST port at the same rate as ULS usage rate associated with ULS-ST a Reciprocal Compensation rate.

12.4.4 SCC will be solely responsible for establishing compensation arrangements with all telecommunications carriers to which ULS-ST traffic is delivered or from which ULS-ST traffic is received, including all ULS-ST traffic carried by Shared Transport-Transit.

12.5 IntraLATA and InterLATA Toll Rate Application

12.5.1 When ULS-ST is used to make or receive interLATA (including PIC) or intraLATA (including LPIC) toll traffic and that traffic is routed through SBC-AMERITECH tandem switch(es) and transmission facilities, SBC-AMERITECH will charge usage-sensitive Common Transport and Tandem Switching Rates in addition to other applicable ULS-ST charges. However, when that traffic is routed to and/or from an Interexchange Carrier directly connected at the SBC-AMERITECH end office providing that ULS port, the Common Transport and Tandem Switching rates will not apply to such traffic.

12.5.2 The ULS-ST usage-sensitive charges (per minute of use) described in this Section are set forth in the Appendix Pricing.

12.6 Application of Usage Sensitive Charges for ULS-ST

12.6.1 ULS may include two usage sensitive components: originating ULS usage (ULS-O) and terminating ULS usage (ULS-T).

12.6.2 Intra Switch Calls - (calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office):

12.6.2.1 SCC will be charged ULS-O usage charges of use for a call originating from an CLEC ULS line port or trunk port that terminates to a SBC-AMERITECH end user line, Resale line, or any unbundled line port or trunk port which is connected to the same end office switch.

12.6.2.2 SCC will be charged ULS-O usage charges for a Centrex-like ULS intercom call in which SCC's End User dials from one Centrex-like station to another Centrex-like station in the same common block defined system.

12.6.2.3 SBC-AMERITECH will not bill ULS-T usage charges for Intraswitch calls that terminate to an SCC ULS port.

12.6.3 Interswitch Calls - calls not originating and terminating in the same switch, i.e., not the same 11-digit Common Language Location Identifier (CLLI) end office:

12.6.3.1 Local Calls

12.6.3.1.1 General Principles

12.6.3.1.1.1 When a call originates from an SCC ULS-ST port, SCC will be charged ULS-O usage and SS7 signaling charges. If the call routes over SBC-AMERITECH's shared transport network, SCC will pay charges for Blended Transport usage in addition to ULS-O usage charges.

12.6.3.1.1.2 The Parties agree that, for local calls originated over ULS-ST, SBC-AMERITECH will not be required to record and will not bill actual tandem switching usage. Rather, SCC will be charged the rate shown on Appendix Pricing UNE - Schedule of unbundled shared transport Prices labeled

"ULS-ST Blended Transport," for each minute of use, whether or not the call actually traverses the tandem switch.

12.6.3.1.1.3 When a call terminates to an SCC ULS-ST port, SCC will pay ULS-T usage charges.

12.6.3.1.2 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.2 IntraLATA and InterLATA Toll Calls

12.6.3.2.1 General Principles

12.6.3.2.1.1 "1+" intraLATA calls from SCC ULS-ST ports will be routed to the originating End User's IntraLATA Primary Interexchange Carrier (LPIC) choice. When a "1+" interLATA call is initiated from an ULS-ST port, it will be routed to the End User's interLATA (PIC) choice.

12.6.3.2.1.2 When an intraLATA or interLATA toll call originates from an SCC ULS-ST port, **SBC-AMERITECH** will not charge originating access charges to SCC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12.6.3.2.1.3 When an intraLATA or interLATA toll call terminates to an SCC ULS-ST port, **SBC-AMERITECH** will not charge terminating access to SCC or the IXC except that **SBC-AMERITECH** may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen **SBC-AMERITECH** as its transport provider.

12.6.3.2.1 Illustrative Call Flows demonstrating the rate applications for ULS-ST are set forth in *Exhibit A*.

12.6.3.3 Toll Free Calls

12.6.3.3.1 When SCC uses an ULS-ST port to initiate an intraLATA 800-type call, SBC-AMERITECH will perform the appropriate database query and will route the call to terminating SBC-AMERITECH "Success 800" subscriber. SCC will be charged the 800 database query, ULS-O usage, and SS7 signaling charges.

12.6.3.3.2 When SCC uses an ULS-ST port to initiate an 800-type call where the terminating port is not a SBC-AMERITECH "Success 800" subscriber, SBC-AMERITECH will perform the appropriate database query and route the call to the indicated IXC. SCC will pay the 800 database query, ULS-O usage, and SS7 signaling charges. If 800-type call is routed using SBC-AMERITECH tandem, then SBC-AMERITECH will also charge ULS-ST Common Transport and ULS-ST Tandem Switching usage charges. SBC-AMERITECH will not charge originating access charges to SCC or the IXC except that SBC-AMERITECH may bill the IXC for the access transport (FGD), in accordance with its access tariff, in cases where the IXC has chosen SBC-AMERITECH as its transport provider.

13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) Unbundled Network Element is defined as SBC-12STATE interoffice transmission facilities dedicated to SCC that provide telecommunications between Wire Centers owned by SBC-12STATE, or SCC, or between switches owned by SBC-12STATE or SCC. IOT will be provided only where such facilities exist at the time of SCC request. Other than as specifically set out elsewhere in this agreement, SNET does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 SBC-12STATE will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to SCC that provides telecommunications (when facilities exist and are technically feasible) between two Wire Centers or switches owned

by SBC-12STATE or between a Wire Center or switch owned by SBC-12STATE and SCC owned or provided switch.

13.3.2 SBC-12STATE will provide Dedicated Transport as a point to point circuit dedicated to SCC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). SBC-12STATE will provide higher speeds to SCC as they are deployed in the SBC-12STATE network. SBC-12STATE provides OCN Dedicated Transport and Entrance Facilities as point to point bit rates, when and where facilities exist.

13.3.3 UDT includes the following elements:

13.3.3.1 Interoffice Transport – Is a circuit between two SBC12-STATE Wire Centers.

13.3.3.2 Entrance Facility – Is a circuit from SBC-12STATE serving Wire Center to the SCC's location.

13.3.3.3 Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport.

13.3.3.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

13.4.1 When requested by SCC and only where such interoffice facilities exist at the time of SCC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 SBC-12STATE shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by SCC shall be subject to additional charges. When additional costs are incurred by SBC-12STATE for SCC specific diversity. SBC-12STATE will advise SCC of the applicable additional charges. SBC-12STATE will not process the request for diversity until SCC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until SCC accepts the additional charges.

13.5 When requested by SCC and only where such interoffice facilities exist at the time of SCC's request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.5.1 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by SCC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for SCC specific diversity. **SBC-12STATE** will advise SCC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until SCC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until SCC accepts the additional charges.

13.6 Digital Cross-Connect System (DCS)

13.6.1 **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by SCC shall be subject to additional charges as outlined in pricing schedule appendix.

13.7 Network Reconfiguration Service (NRS)

13.7.1 **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by SCC shall be subject to additional charges as outlined in pricing schedule appendix.

13.8 **PACIFIC**

13.8.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.8.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC). **PACIFIC** will be a willing participant in SCC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by SCC from the neighboring ILEC. It is SCC's responsibility to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective

Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of SCC's order.

13.8.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.8.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

13.8.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

13.8.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

14. DARK FIBER

14.1 In **SBC-12STATE** Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is available as described in Section 18.2.1E of the Connecticut Service Tariff.

14.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. SCC may only subscribe to dark

fiber that is considered "spare," as defined in Sections 12.4.1 and 12.5.1, below.

14.2 Interoffice Dark Fiber

14.2.1 SBC-12STATE will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different SBC-12STATE Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. SBC-12STATE will offer its dark fiber to SCC when SCC has collocation space in each SBC-12STATE CO where the fibers terminate.

14.3 Loop Fiber

14.3.1 SBC-12STATE will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving SBC-12STATE central office and an end user customer premise.

14.3.2 SBC-12STATE will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.3.2.1 The serving SBC-12STATE central office and a remote terminal/CEV/Hut; or

14.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

14.3.3 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. SCC access is provided pursuant Method One (Section 3.1.1.1, above).

14.3.4 At remote terminals, CEVs and Huts, SCC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

14.4 Spare Fiber Inventory Availability and Condition

14.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for SBC-12STATE's forecasted growth, defective fibers, or fibers subscribed to by other carriers. SCC will not request any more than 25% of the spare dark fiber contained in the requested segment.

14.5 Determining Spare Fibers:

14.5.1 SBC-12STATE will inventory and track spare dark fibers. Spare fibers do not include the following:

14.5.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:

- Cables with 24 fibers and less: two maintenance spare fibers
- Cables with 36 and 48 fibers: four maintenance spare fibers
- Cables with 72 and 96 fibers: eight maintenance spare fibers
- Cables with 144 fibers: twelve maintenance spare fibers
- Cables with 216 fibers: 18 maintenance spares
- Cables with 288 fibers: 24 maintenance spares
- Cables with 432 fibers: 36 maintenance spares
- Cables with 864 fibers: 72 maintenance spares.

14.5.1.2 Defective fibers

14.5.1.3 SBC-12STATE growth fibers. Fibers documented as reserved by SBC-12STATE for utilization for growth within the 12 month–period following the carrier's request.

14.5.2 The appropriate SBC-12STATE engineering organization will maintain records on each fiber optic cable for which SCCs request dark fiber.

14.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to SCC for use under this Agreement.

14.6 Quantities and Time Frames for ordering Dark Fiber:

14.6.1 The minimum number of fiber strands that SCC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that SCC can order is no greater than 25% of the spare facilities in the segment requested. Should spare fiber fall below 8 strands in a given location, SBC-12STATE will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities set forth in Sections 12.4.1 and 12.5.1 above.)

14.6.2 If SCC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing SCC's specific point to point (A to Z) dark fiber requirements. When SCC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.

14.6.2.1 If spare dark fiber is available, as determined under this Agreement, SBC-12STATE will notify SCC and SCC may place an Access Service Request (ASR) for the dark fiber.

14.6.3 Dark fiber will be assigned to SCC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When SCC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges which will be established as set forth in paragraph 12.6.2.

14.7 Right of Revocation of Access to Dark Fiber

14.7.1 Should SCC not utilize the fiber strands subscribed to within the 12-month period following the date SBC-12STATE provided the fibers, SBC-12STATE may revoke SCC's access to the dark fiber and recover those fiber facilities and return them to SBC-12STATE inventory.

14.7.2 SBC-12STATE may reclaim from the SCC's the right to use dark fiber, whether or not the dark fiber is being utilized by SCC, upon twelve (12) months' written notice to the SCC. SBC-12STATE will provide an alternative facility for the SCC with the same bandwidth the SCC was using prior to reclaiming the facility. SBC-12STATE must also demonstrate to the SCC that the dark fiber will be needed to meet SBC-12STATE's bandwidth requirements within the 12 months following the revocation.

14.8 Access Methods specific to Dark Fiber

14.8.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC-12STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9 Installation and Maintenance for Dark Fiber

14.9.1 SBC-12STATE will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. SCC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the SCC equipment.

15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 SBC-13STATE will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services

and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SBC-13STATE's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 46.7.2).

17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SBC-13STATE's databases and information. SBC-13STATE will provide SCC access to its Operations Support Systems Functions as outlined in Appendix OSS.

18. CROSS CONNECTS

18.1 The cross connect is the media between the SBC-7STATE UNE and an SCC designated point of access as described in various sections of this Appendix, or the media between a SBC-7STATE UNE and a Collocation area for the purpose of permitting SCC to connect the SBC-7STATE UNE to other UNEs or to the SCC's own facilities. Where SBC-7STATE has otherwise committed to connect one UNE to another UNE on behalf of SCC, or to leave connected one UNE to another UNE on behalf of SCC the cross connect is the media between one SBC-7STATE UNE and another SBC-7STATE UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

18.2 SBC-7STATE will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 16.3, 16.4 and 16.5 for SBC-AMERITECH and SNET are provided as set forth in Appendix Pricing. For all other cross-connect pricing for SNET refer to the applicable state tariff.

18.3 The applicable Loop cross connects to point of access for the purpose of SCC combining a SBC-13STATE Loop with another SBC-13STATE UNE are as follows:

18.3.1 2-Wire Analog Loop to UNE Connection Methods point of access

18.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access

18.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access

18.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access

18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of SCC combining. Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:

18.4.1 DS-1 to UNE Connection Methods point of access

18.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of SCC combining Switch Ports to another **SBC-13STATE** UNE are as follows:

18.5.1 Analog Line Port to UNE Connection Methods point of access

18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access

18.5.4 Analog DID Trunk Port to UNE Connection Methods point of access

18.5.5 DS-1 Trunk Port to UNE Connection Methods point of access

18.6 The applicable Loop cross connects for the purpose of SCC connecting a **SBC-SWBT** and **NEVADA** Loop UNE to SCC's Collocated facilities are as follows:

18.6.1 2-Wire Analog Loop to Collocation

18.6.2 2-Wire Analog Loop to Collocation (without testing)

18.6.3 4-Wire Analog Loop to Collocation

18.6.4 4-Wire Analog Loop to Collocation (without testing)

18.6.5 2-Wire Digital Loop to Collocation

18.6.6 2-Wire Digital Loop to Collocation (without testing)

18.6.7 4-Wire Digital Loop to Collocation

18.6.8 4-Wire Digital loop to Collocation (without testing)

18.6.9 DSL Shielded Cross Connect to Collocation

18.6.10 2-Wire DSL non-shielded cross connect to Collocation

18.6.11 4-Wire DSL non-shielded cross connect to Collocation

18.6.12 2-Wire Analog Loop to Collo/Mux (different C.O.)

18.6.13 2-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)

18.6.14 4-Wire Analog Loop to Collo/Mux (different C.O.)

18.6.15 4-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)

18.6.16 2-Wire Digital Loop to Collo/Mux (different C.O.)

18.6.17 2-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)

18.6.18 4-Wire Digital Loop to Collo/Mux (different C.O.)

18.6.19 4-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)

18.7 The applicable dedicated transport cross connects for the purpose of SCC connecting an **SBC-SWBT** and **NEVADA** dedicated transport UNE to SCC's Collocated facilities are as follows:

18.7.1 DS-1 to Collocation

18.7.2 DS-3 Collocation

18.7.3 OC-3 to Collocation

18.7.4 OC-12 to Collocation

18.7.5 OC-48 to Collocation

18.8 The applicable Port cross connects for the purpose of SCC connecting an **SBC-SWBT** and Port UNE to a SCC's Collocated facilities are as follows:

18.8.1 Analog Line Port to Collocation

18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation

18.8.4 Analog DID Trunk Port to Collocation

18.8.5 DS- Trunk Port to Collocation

18.9* The applicable cross connects for the purpose of SCC connecting a **PACIFIC** Loop, UDT or Port UNE to SCC's Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC

18.9.2 DS-0 EISCC

18.9.3 DS-1 EISCC

18.9.4 DS-3 EISCC

18.9.5 DSL Shielded Cross Connect to Collocation

18.10 The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs are as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

* Sections 18.9, 18.11, 18.12 & 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

* Sections 18.9, 18.11, 18.12 & 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of SCC combining a **PACIFIC** Loop with SCC's own facilities for are as follows:

18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

18.11.5 DSL shielded Cross Connect to Adjacent Location point of access

18.12* The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of SCC combining a **PACIFIC** Unbundled Dedicated Transport with SCC's own facilities as follows:

18.12.1 DS-1 to the Adjacent Location Method point of access

18.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of SCC combining a **PACIFIC** Port with SCC's own facilities point of access are as follows:

18.13.1 Analog Line Port to Adjacent Location Method to point of access

18.13.2 ISDN BRI Port to Adjacent Location Method to point of access

18.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access

18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT**, **NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT**, **NEVADA** and **PACIFIC** Port are as follows:

18.14.1 2 -Wire Analog Loop to Analog line Port

18.14.2 2 -Wire Digital Loop to ISDN BRI Port

18.15 Maintenance of Elements

18.15.1 If trouble occurs with unbundled network elements provided by **SBC-13STATE**, SCC will first determine whether the trouble is in SCC's own equipment and/or facilities or those of the End User. If SCC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, SCC will issue a trouble report to **SBC-13STATE**.

18.15.2 SCC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when SCC reports a suspected failure of a Unbundled Network Element and **SBC-13STATE** dispatches personnel to the End User's premises or an **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

18.15.3 SCC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.

18.15.4 SCC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

18.15.5 If SCC issues a trouble report allowing **SBC-13STATE** access to the End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.

18.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-13STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-13STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-13STATE performed other than on a normally scheduled workday.

18.15.7 If SCC requests or approves a SBC-13STATE technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, SCC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

19. RECONFIGURATION

19.1 SBC-13STATE will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order Clarification released by the FCC on June 2, 2000 *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 00-183) and with SBC-13STATE's processes to implement that Order, as set forth on the CLEC website.

20. RESERVATION OF RIGHTS

20.1 SBC-13STATE's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal

review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. UNEs described in this Agreement or any Amendment to this Agreement that are provided in accordance with the UNE Remand Order will be provided in accordance with the effective dates set forth in the Order (i.e. February 17, 2000 or May 17, 2000, as applicable). In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties
agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries;

expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

APPENDIX VIRTUAL COLLOCATION

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APPENDIX VIRTUAL COLLOCATION

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Virtual Collocation provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Collocator.

2. DEFINITIONS

2.1 **"Approved Vendor"** is a vendor who is qualified by SBC-13STATE for installation, and/or removal of central office equipment, which is administered by SBC Procurement on a state by state basis.

2.2 **"Active Central Office Space"** denotes the existing, central office switch room space, which can be designated for virtual collocation, with sufficient infrastructure systems. Also, denotes central office space that may contain obsolete unused equipment.

2.3 **"Application Fee"** includes the costs incurred by SBC-13STATE to process the Collocator's application for virtual collocation arrangements.

2.4 **"Augment"** is a request from the Collocator to add equipment, cable, and/or Collocation services to (1) a pending Virtual Collocation arrangement which is more than fifteen (15) calendar days into the construction interval or (2) an existing Virtual Collocation arrangement.

2.5 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in SBC-13STATE location, for purposes of Interconnection with SBC-13STATE or access to Unbundled Network Elements (UNEs). For purposes of this Appendix, unless otherwise indicated, SCC is the Collocator.

2.6 **"Delivery Date"** is the date upon which the Collocator or Requesting Carrier will be provided the collocated space by SBC-13STATE.

2.7 **"Eligible Structure"** is (1) a SBC-13STATE central office, serving wire center or tandem office, or (2) a building or similar structure owned or leased by SBC-13STATE that houses its network facilities, or (3) a structure that houses SBC-13STATE transmission facilities on public rights-of-way.

2.8 **"Entrance Fiber Facility"** is an arrangement when a Collocator provided single mode fire retardant dielectric fiber optic cable that extends from the SBC-13STATE

designated manhole into the SBC-13STATE Eligible Structure designated splice point. It is used as a transmission medium to the designated splice point. Collocator shall be permitted no more than two (2) entrance routes into the SBC-13STATE Eligible Structure, if available.

2.9 **"Fiber Distribution Frame (FDF)"** is an architecture which serves as the primary interface between outside plant (OSP) fiber optic facilities entering a Central Office structure and the fiber optic equipment installed within that same location. The FDF provides a centralized point for the organization and administration of the fiber optic facility and intra-building fiber equipment cables, provides a flexible platform for future fiber growth, and provides rearrangeable connections between any two terminations or appearances.

2.10 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.

2.11 **Infrastructure Systems** - Infrastructure systems include, but are not limited to, structural components, such as floors capable of supporting equipment loads, frames, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), DC power, power distribution via frames or bays, high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.

2.12 **"Interconnector's Collocation Services Handbook"** or like document is a publication provided to the Collocators, which provides information on how to order collocation arrangements and the processes and requirements for collocation in SBC-13STATE, which is located on the SBC-13STATE CLEC ONLINE Web-Site (https://clec.sbc.com).

2.13 **"Project Management Fee"** reflects SBC-13STATE labor costs to manage the provisioning of the individual Collocator's space requirements for a particular virtual collocation space request. This fee is applicable upon submission of an application.

2.14 **"Technically Feasible"** - is as defined in 47 CFR § 51.5. Deployment by any incumbent LEC of a collocation arrangement gives rise to a rebuttable presumption in favor of a Collocator seeking collocation in SBC-13STATE's Eligible Structures that such an arrangement is technically feasible.

2.15 **"Virtual Collocation"** is as defined in 4.2 of this Appendix.

3. PURPOSE AND SCOPE OF APPENDIX

3.1 The purpose of this Appendix is to set forth the terms and conditions, including pricing, in which SBC-13STATE will provide Virtual Collocation to Collocator.

3.2 Preparation Prior to Regulatory Approval

3.2.1 Upon the written request of Collocator, SBC-13STATE shall consider an application for collocation space submitted prior to receiving the approval. Upon such an election, this Appendix shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Appendix does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by SBC-13STATE. To the extent that SBC-13STATE has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) calendar days of notice by SBC-13STATE.

3.2.2 Collocator is responsible for obtaining an approved Interconnection Agreement (ICA) and meeting the State Certification requirements. The following shall apply:

3.2.2.1 If the State Commission has not approved the ICA prior to completion of the build-out, SBC-13STATE will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.2 If the Collocator has not received its State Certification prior to completion of the build-out, SBC-13STATE will not process service orders for interconnection or access to UNEs. However, the requested space will be turned over to the Collocator if the final non-recurring costs have been received. Monthly recurring charges will commence when space is turned over.

3.2.2.3 If the Collocator has not received their State Certification or the State Commission has not approved the ICA by Day one hundred eighty (180) after space turnover, then the Collocator (forfeits) all charges collected to date by SBC-13STATE and the collocation space. The Collocator will have thirty (30) calendar days to remove any equipment and bays placed by the Collocator in the premise.

3.3 The Parties agree that billing for all costs incurred in the establishment of Virtual Collocation for the Collocator will be provided to the Collocator within one hundred eighty (180) days of the billing cycle. Billing will be subject to true up if interim rates are pending State or Federal Commission approval.

4. GENERAL OFFERINGS

4.1 Except where Virtual Collocation is not practical for technical reasons or because of space limitations, SBC-13STATE will provide Virtual Collocation to Collocator for the purpose of interconnecting to SBC-13STATE network or for obtaining access to SBC-13STATE Unbundled Network Elements ("UNEs") for the provision of a telecommunications service pursuant to 47 U.S.C. §251 (c)(3) of the Act. Virtual Collocation will be provided on a "first come, first served" basis, in accordance with the requirements of the Act (including 47 U.S.C. 251 (c)(6) of the Act.

4.2 In the case of SBC-13STATE Virtual Collocation, the Collocator is responsible for engineering and furnishing the virtually collocated equipment. It must use an SBC-13STATE Approved Vendor to perform the installation of such in the SBC-13STATE Eligible Structure. The Collocator's SBC-13STATE Approved Vendor will be permitted access to the SBC-13STATE Main Distribution Frame or its equivalent for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use an SBC-13STATE Approved Power Installation Vendor to place power cable leads from the Collocator's dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Additional requirements relating to installation and placement of interconnection cabling and power cabling is set forth in Section 10.5 and 10.6 of this Appendix. SBC-13STATE will exercise physical control over, but not ownership of, the equipment installed by Collocator in a Virtual Collocation arrangement. The equipment and associated facilities will be maintained and repaired at the direction of the Collocator by SBC-13STATE.

4.2.1 Collocator will install their own bay(s) by an SBC-13STATE Approved Vendor. SBC-13STATE will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:

4.2.1.1 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.

4.2.1.2 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.

4.2.1.3 SBC-13STATE prefers that the equipment mounted in the bay be

flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.

4.2.1.4 At SBC-13STATE's option, where an individual standard bay owned by SBC-13STATE in a Central Office is shared with a Collocator, the standard bay will be apportioned on a quarter rack basis.

4.2.2 Virtual Collocation is available at SBC-13STATE Eligible Structures as specified in the National Exchange Carrier Association, Inc., Tariff FCC No. 4.

4.2.3 SBC-13STATE will exercise physical control, but not ownership, over any equipment deployed for the purposes of Virtual Collocation.

4.2.4 SBC-13STATE will designate upon request the floor space for the "occupancy" of a Collocator provided storage cabinet for circuit packs, plug-ins, test equipment, etc.

4.2.4.1 SBC-13STATE standard floor space for Collocator's provided storage cabinet is 10 sq. ft. that cannot exceed 7'0 high, 31" exterior width, up to 15" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 30".

4.2.4.2 SBC-13STATE non-standard floor space for Collocator's provided storage cabinet is 18 sq. ft. that cannot exceed 7'0 high, 38" exterior width, and up to 36" depth with a swing radius of (Front) aisle egress of 36" or (Rear) aisle egress of 36".

4.2.5 Virtual Collocation is separate and distinct from Physical Collocation. Requests to convert from Virtual Collocation to Physical Collocation will require re-design and re-termination of the services to a physical collocation arrangement. Any requests to convert requires a new physical application be submitted, and the appropriate charges will apply.

4.2.6 The Collocator is responsible for all alarm monitoring of its virtually collocated equipment and all expenses associated. Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SBC-13STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

4.2.7 Virtual Collocation is ordered as set forth in SBC-13STATE Virtual Interconnector's Collocation Services Handbook or like document found on

the SBC-13STATE CLEC ONLINE Web-Site for Virtual Collocation. SBC-13STATE will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual Collocation does not involve the reservation of segregated Central Office or CEV, Hut and Cabinet space for the use of Collocators.

4.2.8 Virtual Collocation is available for the direct connection of one Collocator provided facility to a separate Collocator provided facility within the same SBC-13STATE wire center provided the Collocators are interconnected with SBC-13STATE network. Available connections include copper cable, coaxial cable, and fiber optic cable.

4.2.8.1 SBC-13STATE will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. SBC-13STATE shall permit Collocator's SBC-13STATE Approved Vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that SBC-13STATE imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from SBC-13STATE.

5. SPACE AVAILABILITY

5.1 At the request of Collocator, SBC-13STATE will provide space for Virtual Collocation as described above. SBC-13STATE is not required to provide Virtual Collocation at a particular Eligible Structure, if it demonstrates that Virtual Collocation is not practical for technical reasons or because of space limitations. When Virtual Collocation is not technically feasible, SBC-13STATE will make a good faith effort to negotiate other methods of Interconnection and access to unbundled network elements to the extent technically feasible.

5.2 SBC-13STATE will provide Virtual Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Virtual Collocation at a particular Eligible Structure will be made initially by SBC-13STATE. SBC-13STATE will notify Collocator as to whether its request for space has been granted or denied due to a lack of space within ten (10) days from receipt of a Collocator's accurate and complete Virtual Collocation Application. If SBC-13STATE determines that Collocator's Virtual Collocation Application is unacceptable, SBC-13STATE shall advise Collocator of any deficiencies within this ten (10) day period. SBC-13STATE shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. To retain its place in the queue to obtain the Virtual Collocation arrangement, Collocator must cure any deficiencies in its Application

and resubmit such Application within ten (10) days after being advised of the deficiencies. Any changes to the amount or type of floor space, interconnection terminations, and power requested from the originally submitted Virtual Collocation Application will not be considered a deficiency, but rather as a new Virtual Collocation Application with a new ten (10) day space notification and delivery interval.

5.2.1 When space for Virtual Collocation in a particular Eligible Structure is not available, SBC-13STATE shall place Collocator on the waiting list for Virtual Collocation in a particular Eligible Structure according to the date the Collocator submitted its application for Virtual Collocation in that Eligible Structure.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, Collocator may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" means directly related to and thus necessary, required, or indispensable to interconnection or access to unbundled network elements. Such uses are limited to interconnection to the SBC-13STATE's network "for the transmission and routing of telephone exchange service or exchange access," or for access to SBC-13STATE's unbundled network elements "for the provision of a telecommunications service." Equipment that may be collocated solely for these purposes includes: (1) transmission equipment including, but not limited to, optical terminating equipment and multiplexers; and (2) equipment being collocated to terminate basic transmission facilities pursuant to sections 64.1401 and 64.1402 of 47 C.F.R. (Expanded Interconnection) as of August 1, 1996.

6.2 Collocator may not collocate Multifunctional Equipment except as expressly and specifically allowed, on a voluntary basis, in this Section or mutually agreed to by SBC-13STATE and Collocator. For purposes of this section, "Multifunctional Equipment," means equipment that has both (1) functions that make the equipment "necessary for interconnection or access to unbundled network elements" and (2) additional functions that are not "necessary" for these purposes. Such additional functions include, but are not limited to, switching and enhanced service functions.

6.3 SBC-13STATE permits Collocator collocation, on a non-discriminatory basis, of complete pieces or units of equipment specified in the definition of "Advanced Services Equipment" in section 1.3.d of the SBC/Ameritech Merger Conditions. To the extent that certain complete units of Advanced Services Equipment are not "necessary" for interconnection or access to unbundled network elements because they are Multifunctional Equipment and for other reasons, SBC-13STATE voluntarily allows such Collocator collocation. Under the SBC/Ameritech Merger

Conditions, "Advanced Services Equipment" is defined as, and limited to, the following equipment: "(1) DSLAMs or functionally equivalent equipment; (2) spectrum splitters that are used solely in the provision of Advanced Services; (3) packet switches and multiplexers such as ATMs and Frame Relay engines used to provide Advanced Services; (4) modems used in the provision of packetized data; and (5) DACS frames used only in the provision of Advanced Services. Spectrum splitters (or the equivalent functionality) used to separate the voice grade channel from the Advanced Services channel shall not be considered Advanced Services Equipment; any such splitters installed after the Merger Closing Date that are located at the customer premises shall be considered network terminating equipment." To qualify for collocation, the complete units of Advanced Services Equipment must either (A) be solely of the types, and exclusively for the uses, included in this definition or (B) be of such types, and for such uses, combined solely with additional functions that are "necessary for interconnection or access to unbundled network elements." For instance, additional switching use, except as included below, or enhanced services functionality would disqualify the equipment from collocation. **SBC-13STATE** voluntarily allows Collocator to collocate Optical Concentrator Devices ("OCDs") or functionally equivalent equipment used to provide Advanced Services.

6.4 To qualify for collocation, the equipment must be a complete piece, unit, or item of such equipment, not a piece-part or sub-component (such as a line card) of a complete unit of equipment. Collocator may not collocate, or place into **SBC-13STATE**'s equipment, Collocator's equipment sub-components or piece-parts.

6.5 **SBC-13STATE** does not allow collocation of other Multifunctional Equipment, except that **SBC-13STATE** voluntarily allows Collocator collocation, on a non-discriminatory basis, of remote switch modules ("RSMs") solely under the following conditions: (1) the RSM may not be used as a stand-alone switch; the RSM must report back to and be controlled by a Collocator identified and controlled (*i.e.*, SCC owned or leased) host switch, and direct trunking to the RSM will not be permitted, and (2) the RSM must be used only for the purpose of interconnection with the **SBC-13STATE**'s network for the transmission and routing of telephone exchange service or exchange access or for access to the **SBC-13STATE**'s unbundled network elements for the provision of a telecommunications service. **SBC-13STATE** voluntarily will allow Collocator to collocate, on a non-discriminatory basis, other multi-functional equipment only if **SBC-13STATE** and Collocator mutually agree to such collocation.

6.6 **SBC-13STATE** will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1)

equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; (3) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.

6.7 Ancillary equipment is not "necessary" for interconnection or access to unbundled network elements. SBC-13STATE voluntarily allows Collocator's to place in SBC-13STATE Eligible Structure certain ancillary equipment solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises. Solely for this purpose, cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, cabinets for spares, and potential other ancillary equipment may be placed in SBC-13STATE's Eligible Structure, on a non-discriminatory basis, only if SBC-13STATE and Collocator mutually agree to such placement. Collocator may not place in SBC-13STATE's premises types of ancillary equipment, including but not limited to Battery Distribution Fuse Bays ("BDFB"), that would duplicate equipment used by SBC-13STATE, and/or that would duplicate functions performed by SBC-13STATE, as part of its provision of infrastructure systems for collocation. Such placement would waste space and other resources and, in at least some cases, (such as BDFBs), harm SBC-13STATE's ability to plan for and provide service to other customers including, but not limited to, other Collocator's.

6.8 Pending the FCC's reasonably timely remand proceedings in accordance with the Court's Opinion in *GTE Service Corporation v. FCC*, 205 F.3d 416 (D.C. Cir. 2000) ("*GTE Opinion*"), SBC-13STATE voluntarily will not disturb (1) equipment and (2) connection arrangements between different Collocators' equipment in an SBC-13STATE premises, that prior to the May 11, 2000 effective date of the *GTE Opinion* (1) were in place in SBC-13STATE or (2) were requested by Collocator and accepted by SBC-13STATE on the same basis as under the FCC's original, pre-partially-vacated Collocation Order (*Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, *First Report and Order* (FCC 99-48), 14 FCC Rcd 4761 (1999)). SBC-13STATE's agreement not to disturb these collocation arrangements pending timely completion of the remand proceedings will immediately expire if a federal or state court or regulatory agency (1) attempts to apply any of the most favored nation provisions of the Act, of any state Merger Conditions, or of the FCC SBC/Ameritech Merger Conditions to such arrangements or (2) deems such arrangements to be discriminatory vis-à-vis other carriers.

6.9 SBC-13STATE does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.

6.10 All types of equipment placed in SBC-13STATE Eligible Structures by Collocators must meet the SBC-13 STATE minimum safety standards. The minimum safety standards are as follows: (1) equipment complying with SBC-13STATE LEC document TP76200MP; network equipment power, grounding, environmental, and physical design requirements, Level 1 safety requirements except in Texas, and any other state that has adopted the same approach as Texas, where Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in Telcordia documents SR-3580 and GR-63-CORE, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC (including SBC-13STATE) prior to January 1, 1998 with no known history of safety problems.

6.11 SBC-13STATE will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that SBC-13STATE applies to its own network equipment. SBC-13STATE will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

6.12 In the event that SBC-13STATE denies Collocation of Collocator's equipment, citing minimum safety standards, SBC-13STATE will provide within five (5) business days of Collocator's written request to SBC-13STATE representative(s), a list of SBC-13STATE equipment placed since January 1, 1998 within the network areas of the Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such SBC-13STATE equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise.

6.13 In the event Collocator submits an application requesting collocation of certain equipment and SBC-13STATE determines that such equipment is not necessary for interconnection or access to UNEs or does not meet the minimum safety standards or any other requirements of this Appendix, the Collocator must not collocate the equipment. If Collocator disputes such determination by SBC-13STATE, Collocator may not collocate such equipment unless and until the dispute is resolved in its favor. If SBC-13STATE determines that Collocator has already collocated equipment which is not necessary for interconnection or access to UNEs or does not meet the minimum safety requirements or any other requirements of this Appendix, the Collocator must remove the equipment from the collocation space within ten (10) business days of written notice from SBC-13STATE. Collocator will be responsible for the removal and all resulting damages. If Collocator disputes such determination, Collocator must remove such equipment pending the resolution of the dispute. If the Parties do not resolve the dispute, SBC-13STATE or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute.

6.14 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to SBC-13STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Virtual Collocation space shall not create hazards for or cause damage to those facilities, the Virtual Collocation space, or the Eligible Structure in which the Virtual Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Virtual Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Appendix.

7. VIRTUAL COLLOCATION SPACE CHARGES

7.1 Virtual Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to virtually collocate equipment, Collocator must submit a Virtual Collocation Application with the applicable Application and Project Management Fees. A copy of the Virtual Collocation Application may be obtained from the SBC-13STATE Collocation Services Account Manager or from the SBC-13STATE CLEC ONLINE Web-Site. The Virtual Collocation Application must also be used for each subsequent request to place equipment in an Eligible Structure.

7.2 SBC-13STATE will contract for and perform the construction and preparation activities necessary to prepare the Virtual Collocation Space, using the same or consistent practices that are used by SBC-13STATE for other construction and preparation work performed in the Eligible Structure.

7.3 Recurring/Non-Recurring charges - Collocator shall pay SBC-13STATE all associated non-recurring and recurring charges for use of the Virtual Collocation Space. These charges may be generated on an ICB basis or may be contained in the state specific Appendix Pricing attached. The recurring monthly charges for each Virtual Collocation space shall stay fixed for the term of this Agreement unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB quote is prepared by SBC-13STATE to estimate non-recurring and recurring charges associated with the requested Virtual Collocation Space where a state specific rate element does not exist in the attached Appendix Pricing. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's ICA. The ICB will be subject to true-up one hundred-twenty (120) days following

the job completion date.

7.4 Payment of Space Preparation/Site Preparation - Prior to any obligation on SBC-13STATE to start any preparation of the Virtual Collocation space, Collocator shall pay SBC-13STATE fifty percent (50%) of the non-recurring charges and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for the Collocator ("Custom Work"). Collocator also has the option of submitting a surety bond to cover these charges, in lieu of a check. The remainder of the non-recurring charges and any custom work charge are due upon completion and prior to occupancy by the Collocator.

7.5 Occupancy Conditioned on Payment - SBC-13STATE shall not permit Collocator's SBC-13STATE Approved Vendor to have access to the Virtual Collocation space for any purpose during construction of the Collocator's Virtual Collocation space until SBC-13STATE is in receipt of complete payment of the non-recurring and any custom work charges.

7.6 Breach Prior to Commencement Date - In the event that the Collocator materially breaches this Agreement by purporting to terminate this Agreement after SBC-13STATE has begun preparation of the Virtual Collocation space but before SBC-13STATE has been paid the entire amounts due under this Article, then in addition to any other remedies that SBC-13STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs.

7.7 Late Payment Charge - In the event that any charge, when billed in a timely manner, is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in the General Terms and Conditions (GT&C) attached.

7.8 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date SBC-13STATE made the Virtual Collocation Space available to Collocator.

7.9 The monthly recurring charge(s) shall begin to apply within, but no later than five (5) days from the date that SBC-13STATE made the Virtual Collocation space available to the Collocator. The fact that SBC-13STATE may have additional work to perform after Collocator does complete its work shall not bar the start of such charges.

7.10 SBC-13STATE shall ensure that the Virtual Collocation space and the Eligible Structure comply with all applicable fire and safety codes. The preparation shall be

arranged by SBC-13STATE in compliance with all applicable codes, ordinances, resolutions, regulations and laws.

8. USE OF VIRTUAL COLLOCATION SPACE

8.1 A list of all Collocator equipment that will be placed within the Virtual Collocation Space shall be set forth on the Collocator's Virtual Collocation Application, which includes associated power requirements, floor loading, and heat release of each piece of Collocator's equipment. Collocator warrants and represents that the Virtual Collocation Application contains a complete and accurate list of such Collocator equipment. Collocator's SBC-13STATE Approved Vendor shall not place or leave any other equipment or facilities within the Virtual Collocation space without the express written consent of SBC-13STATE.

8.2 In the event that subsequent to the submission of the Virtual Collocation Application and its list of the Collocator's equipment with the required technical information, Collocator desires to place in the Virtual Collocation Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the Virtual Collocation Application, Collocator shall furnish to SBC-13STATE a new Virtual Collocation Application and any applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, SBC-13STATE may provide such written consent or may condition any such consent on additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both SBC-13STATE and Collocator of a final list and description and receipt by SBC-13STATE of payment of any applicable non-recurring charges, the Virtual Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "Collocator's Equipment."

8.3 Collocator's equipment, operating practices, or other activities or conditions attributable to Collocator that represents a demonstrable threat to SBC-13STATE network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.

8.4 Operation of any equipment, facilities or any other item placed in the Virtual Collocation space shall not interfere with or impair service over SBC-13STATE network, equipment, or facilities, or the network, equipment, or facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those networks, equipment, or facilities, the Virtual Collocation space, or the Eligible Structure; impair the privacy of any communications carried in, from, or through the network, equipment, facilities the Virtual Collocation space or the Eligible Structure; or create hazards or cause physical harm to any person, entity, or

the public. Any of the foregoing events would be a material breach of this Appendix.

8.5 In no case shall Collocator's SBC-13STATE Approved Vendor or any person or entity purporting to be acting through or on behalf of Collocator make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Virtual Collocation space or the Eligible Structure without the advance written permission or direction of SBC-13STATE. SBC-13STATE shall consider a modification, improvement, addition, repair, or other alteration requested by Collocator, provided that SBC-13STATE shall have the right to reject or modify any such request. SBC-13STATE will perform any such construction, and the associated cost shall be paid by Collocator in accordance with SBC-13STATE then-standard custom work order process or ICB.

9. COLLOCATOR RESPONSIBILITIES

9.1 The Collocator will provide at its expense, all facilities and equipment necessary to facilitate interconnection and access to SBC-13STATE UNEs including, without limitation, the following:

9.1.1 All plug-ins and/or circuit packs (working, spare, and replacements).

9.1.2 All provisioning of virtually collocated equipment.

9.1.3 Any ancillary equipment and cabling used for remote monitoring alarms and control.

9.1.4 Any technical publications and updates associated with all Collocator-owned and provided equipment.

9.1.5 Any Product Change Notice (PCN) modifications, upgrades, and/or changes to the Collocator's equipment that requires the work to be performed within the Eligible Structure must be completed by an SBC-13STATE Approved Vendor or Manufacturer. Escort charges will apply.

9.1.6 All training as specified in Section 9.14.

9.1.7 All defective hard-wired equipment upgrades or changes within the Eligible Structure must be completed by an SBC-13STATE Approved Vendor or Manufacturer. Escort charges will apply.

9.1.8 A storage cabinet for the storage of Collocator's spare circuit packs, unique tools, test equipment, etc. used by SBC-13STATE to maintain and repair virtually collocated equipment.

9.1.9 Procurement, placement and termination of interconnection cabling between

Collocator's dedicated space and SWBT Main Distribution Frame or its equivalent by Collocator's SBC-13STATE Approved Vendor. Additional requirements relating to placement and termination of interconnection cabling is set forth in Section 10.5 of this Appendix.

9.1.10 Procurement and placement of power cable leads by Collocator's SBC-13STATE Approved Power Installation Vendor from the dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. Additional requirements relating to placements of power cable leads is set forth in Section 10.6 of this Appendix.

9.2 The Collocator is responsible for coordinating with the Local Operations Center (LOC) in arranging mutually agreed upon visits to the Eligible Structure during the following timeframes and escort charges will apply.

9.2.1 Once when beginning the initial equipment installation.

9.2.2 Once during the middle of the equipment installation.

9.2.3 Once at turn-up completion of such equipment installation.

9.2.4 One (1) general visit per calendar year.

9.2.5 Additional mutually agreed upon visits. (Examples: Acceptance of Virtual Collocation space and the purpose of performing an audit on the installed equipment completed by an SBC-13STATE Approved Vendor prior to turn-up.)

9.2.6 These visits must be arranged ten (10) business days in advance with the LOC. The LOC will generate the appropriate trouble ticket as described in Section 14. A maximum of two (2) Collocator's representatives per escort may participate in any one (1) of the site visits.

9.3 Collocator's SBC-13STATE Approved Vendor shall install all plug-ins and/or circuit packs (working and spare) for fully equipped bays. As an alternative to fully equipped bays, Collocator shall equip the bay(s) with sufficient common equipment and cabling for a minimum of one year's projected growth.

9.4 When Collocator requires additional capacity, a collocation augment application is required. For augments of this type, Collocator may fully equip the additional bay, or may equip the additional bay as described below.

9.4.1 For either an initial installation or an augment as described above, when a bay is in place but Collocator has elected under Section 9.3 above not to fully

equip the bay.

9.4.2 All bays will be powered, cabled, and equipped with sufficient common plugs, so that joint test and acceptance can be completed.

9.4.3 Collocator will pay the monthly recurring charges for the space occupied by the bay regardless of how many shelves are filled.

9.4.4 Collocator will be responsible for capacity management of the equipment placed.

9.5 After the initial installation, or an augment, SBC-13STATE shall only install additional plug-ins and circuit packs for a minimum of one (1) shelf at a time upon the Collocator's request. Collocator may use an SBC-13STATE Approved Vendor for installing plug-ins and circuit packs when less than one full shelf is required. Access for such services will be arranged by the Collocator by contacting the LOC. The LOC will generate appropriate trouble ticket as described in Section 14 for SBC-13STATE to perform the installation, routine maintenance, or to escort the SBC-13STATE Approved Vendor, whichever applies. If the Collocator's SBC-13STATE Approved Vendor has a current existing Installation Agreement (IA) in a central office, then escort charges will not apply.

9.6 In circumstances where shelves only capable of single use plug-in(s) and/or circuit pack(s), the Collocator shall, within thirty (30) calendar days, fully populate the shelf to which the plug-in(s) or circuit pack(s) will be added.

9.7 Standard offered interval for installation of plug-ins and/or circuit packs that involves no more than plugging in the circuit packs or plug-ins will be performed by SBC-13STATE as described in Section 14.

9.8 Non-standard offered interval request for the installation of plug-ins and/or circuit packs performed by SBC-13STATE that is less than the minimum standard requirement described in Section 9.5 and involves no more than plugging in the circuit packs and/or plug-ins will be charged a minimum of a 4-hour holiday call-out. This will be a mutual agreed arrangement with the LOC and the Collocator. The LOC will generate appropriate trouble ticket as described in Section 14 of this Appendix for SBC-13STATE to perform the installation and the shipment of the circuit packs and/or plug-ins will be arranged by the Collocator. If the interval exceeds the 4-hour call-out, the additional hours will be charged at 2.5 times the labor rate for the state the request is generated.

9.9 The Collocator must provide, at its expense, replacements for any recalled, obsolete, defective, or damaged interconnection or entrance cables, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by

the Collocator for placement in/on SBC-13STATE property. Collocator shall provide a stock of such items (excluding unique tools and test equipment) to SBC-13STATE to replace non-functioning items when needed, with a goal of shipping replacement stock no more frequently than once per quarter. SBC-13STATE shall notify Collocator as it uses packs from the stock so that Collocator may replenish the stock. Collocator will provide pre-addressed postage paid mailing packages for return shipment of non-functioning circuit pack(s), plug-in(s), or any other item or material being used by SBC-13STATE to repair and maintain Collocator's virtually collocated equipment. SBC-13STATE shall notify Collocator when any other types of replacement parts or equipment are required. During repair calls, SBC-13STATE technician shall confirm to Collocator representative when SBC-13STATE has used a circuit pack/plug-in or other types of replacement parts or equipment. SBC-13STATE shall notify Collocator upon discovery that test equipment or tools are damaged or otherwise not functioning properly. Notification shall be given to the Collocator personnel participating in the repair efforts if the discovery is made during the course of a repair, or to a contact specified by the Collocator if the discovery is made at some other time.

9.10 The Collocator is responsible for providing the appropriate number of usable equipment spares. Arranging movement of any circuit pack(s) or plug-in(s) between Eligible Structures will be at the Collocator's expense and their responsibility. Replacements must be delivered to the SBC-13STATE central office or SBC-13STATE designated location using the equipment spare within five (5) business days of notification that a spare was used or tested defective.

9.11 The Collocator must provide identification markings on all circuit packs, spares, test equipment, equipment, bays, and any other Collocator owned property provided to SBC-13STATE for Virtual Collocation.

9.12 The Collocator will provide at the initial Method and Procedure (MOP) meeting the following:

9.12.1 Escalation documentation.

9.12.2 Test and acceptance package as described in the SBC ILEC's installation testing standards and requirements located on the SBC-13STATE CLEC ONLINE Web-Site.

9.12.3 Contact names and numbers to arrange for return shipment of defective circuit packs and plug-ins. Collocator will keep this information current.

9.12.4 Functional contacts for the virtual collocation arrangements, including names, telephone numbers, and each person's responsibilities (e.g.), augments, trouble reports, emergency contact). Collocator will keep this information current.

9.13 To the extent known, the Collocator can provide forecasted information to SBC-13STATE on anticipated additional Virtual Collocation requirements. Forecasts are for planning purposes only and will not be used for provisioning space or interconnection arrangements.

SBC-13STATE will identify the training needs of SBC-13STATE personnel from the list of equipment received by the Collocator on the SBC-13STATE Virtual Application Form. The Collocator will be responsible for training SBC-13STATE personnel on the repair and maintenance of the Collocator's equipment, unless: (a) the equipment is already used by SBC-13STATE in the Eligible Structure; or (b) SBC-13STATE technicians assigned to the Eligible Structure have already been trained on the repair and maintenance of that type of equipment. Notwithstanding the foregoing, if the equipment is already used by SBC-13STATE, but Collocator uses the equipment in a different configuration, Collocator will be responsible for any additional training required for repair and maintenance of the equipment in the configuration used by the Collocator. SBC-13STATE will contact Collocator with the required number of SBC-13STATE personnel to be trained and the contact name for the Collocator to coordinate training schedules. The Collocator will be responsible for the following:

9.14.1 Arrange and pay to the training supplier, all costs for the training sessions, including required course material, transportation, and lodging.

9.14.2 Pay all costs associated with lodging, transportation, employees labor rate for time away from job, and per diem, if applicable that is required for SBC-13STATE employee to attend training.

9.14.3 SBC-13STATE may require additional training requirements to adequately provide 7 X 24 hour coverage on the Collocator's virtually collocated equipment when labor resources change for a particular Eligible Structure. SBC-13STATE will notify the Collocator when applicable.

9.14.4 Training may be provided on-site when possible.

9.14.5 The training for which the Collocator will be responsible includes training for the following functions to the extent such functions will be performed by SBC-13STATE and additional training is necessary.

9.14.5.1 Installation, repair, and maintenance of any unique cabling and circuits inside the bay of equipment.

9.14.5.2 Use of on-line documentation or schematics unique to the equipment and unlike that commonly used by SBC-13STATE.

9.14.5.3 Any testing, repair methods, and procedure documents utilized by Collocator, consistent with the manufacturer's operations and maintenance (O&M) manual.

9.14.5.4 Training when updates of technical publications or equipment information are issued.

9.14.5.5 SBC-13STATE will work cooperatively with Collocator to schedule and complete the training requirements prior to Collocator's equipment turn-up. When Collocator provides scheduled training, SBC-13STATE is responsible for employee attendance.

9.15 Collocator will provide remote, real-time network technical support, guidance and direction to SBC-13STATE for all collocated facilities and equipment using on-line telephone support.

9.16 Collocator is responsible for coordinating with SBC-13STATE to ensure that services are installed in accordance with a service request.

9.17 Collocator's SBC-13STATE Approved Vendor will, whenever possible, install the Collocator's equipment in the Virtual Collocation space within thirty (30) calendar days of space turnover. Collocator's SBC-13STATE Approved Vendor must complete installation of Collocator equipment in the Virtual Collocation Space and interconnect to SBC-13STATE network or to its UNEs within one hundred eighty (180) calendar days after space turnover. If Collocator fails to do so, SBC-13STATE may, upon notice, terminate that Virtual Collocation arrangement, and Collocator shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, Collocator equipment is considered to be interconnected when physically connected to SBC-13STATE network or a SBC-13STATE UNE for the purpose of Collocator providing a telecommunications service.

10. COOPERATIVE RESPONSIBILITIES

10.1 SBC-13STATE will work cooperatively with the Collocator to develop implementation plans including timelines associated with the following:

10.1.1 Ensuring that the Collocator's SBC-13STATE Approved Vendor meets required safety standards as contained in TP76200MP and SBC ILEC's standards and requirements for equipment and facility installations.

10.1.2 SBC-13STATE placement of Collocator's fiber into an SBC-13STATE Eligible Structure.

10.1.3 Location and completion of all splicing.

10.1.4 Completion of installation of equipment and facilities.

10.1.5 Removal of above facilities and equipment.

10.2 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4 and 10.2.5. Collocator shall strictly observe and abide by each.

10.2.1 SBC ILEC's TP 76200MP standards for network equipment, power, grounding, environmental, and virtual design, and any successor document(s), including as such may be modified at any time and from time to time.

10.2.2 SBC ILEC's Interconnector's Collocation Services Handbook or like document, and any successor document(s), as may be modified from time to time as set forth below in Section 10.3.

10.2.3 SBC ILEC's standards and requirements for equipment and facility installations, and any successor document(s) within SBC-13STATE central offices and may be modified from time to time.

10.2.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Virtual Collocation Application or that subsequently become effective and then when effective.

10.2.5 The SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are not incorporated herein but are available on the appropriate SBC-13STATE CLEC ONLINE Web-Site.

10.3 If the SBC ILEC's Interconnector's Collocation Services Handbook or like document, standards and requirements for equipment and facility installations, and the TP 76200MP standards are modified subsequent to the effective date of this Appendix from the attached, the following shall apply:

10.3.1 If a modification is made after the date on which Collocator has or orders a Virtual Collocation arrangement, SBC-13STATE shall provide Collocator with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Appendix thirty (30) days after such

amendment is released by SBC-13STATE, except for those specific amendments to which Collocator objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures set forth in the GT&C. If neither Party invokes those procedures, the modification is deemed effective and applicable.

10.3.2 If a modification is made after this Agreement becomes part of an effective "Statement of Generally Available Terms and Conditions" or similar document for SBC-13STATE (and the modification has not been included in a change to that "Statement" or this Appendix), then SBC-13STATE will provide Collocator with a copy of such modifications or the most recent version or revision of the particular document promptly after receipt of Collocator's Virtual Collocation Application. Any Collocator objection to those modifications must be received by SBC-13STATE by the thirtieth (30th) day after their receipt by Collocator. Thereafter, the same process and procedure (including timelines) for resolving any objection made under Section 10.3.1 shall apply.

10.3.3 Notwithstanding Sections 10.3.1 and/or 10.3.2, any modification made to address situations potentially harmful to SBC-13STATE or another's network, equipment, or facilities, the Eligible Structure, the Virtual Collocation space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. SBC-13STATE will immediately notify Collocator of any such modification.

10.4 SBC-13STATE shall provide an interconnection point or points, physically accessible by both SBC-13STATE and Collocator (typically an SBC-13STATE manhole) at which a Collocator fiber optic cable can enter the Eligible Structure, provided that SBC-13STATE will designate interconnection points as close as reasonably possible to the Eligible Structure. The Collocator's fiber must be a single mode fire retardant dielectric fiber optic cable used as a transmission medium to the dedicated splice point. The fiber cable will be spliced to a fiber cable tail at the dedicated splice point by SBC-13STATE and terminated to the Fiber Distribution Frame (FDF) or panel. All fiber termination requests will be distributed from the FDF or panel to the Collocator's designated bay per the Front Equipment Drawing by fiber cross-connects with sufficient slack for the Collocator to terminate in their equipment. Collocator shall be permitted no more than two (2) entrance routes into the Eligible Structure, if available; SBC-13STATE will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for SBC-13STATE cable facilities and at which space is available for new facilities in at least two of those entry points.

10.4.1 Collocator is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by SBC-13STATE, and for leaving sufficient cable length in order for SBC-13STATE to fully extend such Collocator-provided cable to the vault.

10.4.2 SBC-13STATE will permit interconnection of copper or coaxial cable if first approved by the appropriate State Commission and will permit collocation of microwave transmission equipment along with the microwave entrance facility except where such collocation is not practical for technical reasons or because of space limitations.

10.5 SBC-13STATE will be responsible for determining equipment location within the Eligible Structure. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and SWBT Main Distribution Frame or its equivalent will be installed by the Collocator's SBC-13STATE Approved Vendor. The Collocator's SBC-13STATE Approved Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC ILEC's standards and requirements for installation of equipment and facilities. SBC-13STATE will install and stencil termination blocks or panels at SBC-13STATE's Main Distribution Frame or its equivalents for the hand off of the Actual Point of Termination (APOT) Connection(s) to the Collocator.

10.6 Unless otherwise expressly agreed in writing, SBC-13STATE will provide for all AC and DC power requirements in the Eligible Structure. The Collocator Approved Vendor is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support Collocator's equipment at the specified DC and AC voltages. At a minimum, the Power and SBC-13STATE associated performance, availability, restoration, and other operational characteristics shall be at parity with that provided to SBC-13STATE substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the Collocator represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by the SBC-13STATE is based on demand management. SBC-13STATE will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's SBC-13STATE Approved Power Installation Vendor will place the power cable leads from the dedicated space to SBC-13STATE's Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable. SBC-13STATE will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned SBC-13STATE Project Manager five (5) business days prior to scheduling the power cable terminations and

fuse placement. The Collocator's SBC-13STATE Approved Power Installation Vendor must obtain an approved Method of Procedures (MOP) from SBC-13STATE and follow the SBC ILEC's standards and requirements for installation of equipment and facilities.

10.7 SBC-13STATE will provide negative DC and AC power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for the Collocator's equipment in the same manner and at the same standards that SBC-13STATE provides such conditions for its own substantially similar equipment or facilities within that Eligible Structure.

10.8 Regeneration of either DS-1 or DS-3 signal levels may be provided by Collocator or SBC-13STATE under the custom work order process or ICB, including payment requirements prior to the installation of the regeneration equipment.

10.9 Collocator and SBC-13STATE are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.10 SBC-13STATE shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day.

10.11 SBC-13STATE agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Virtual Collocation space.

10.12 Collocator and SBC-13STATE are each responsible for providing trouble report status or any network trouble of problems when requested by the other.

10.13 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

10.14 In the event SBC-13STATE determines it necessary for the Virtual Collocation space to be moved within the Eligible Structure in which the Virtual Collocation space is located or to another Eligible Structure, Collocator is required to do so. If such relocation arises from circumstances beyond the reasonable control of SBC-13STATE, including condemnation or government order or regulation that makes

the continued occupancy of the Virtual Collocation space or Eligible Structure too costly in SBC-13STATE's sole judgment, Collocator shall be responsible for the cost of preparing the new Virtual Collocation Space at the new location. Otherwise SBC-13STATE shall be responsible for any reasonable preparation costs.

10.15 Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SBC-13STATE to remove the Collocator's equipment and facilities from SBC-13STATE property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SBC-13STATE is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within thirty (30) business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. The Collocator will pay all arrangement monthly charges until all equipment is removed. If the Collocator has not removed the equipment within this timeframe, SBC-13STATE has the right to remove the equipment and bill the Collocator for any reasonable expense associated with removal of the equipment. SBC-13STATE shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SBC-13STATE will only be responsible for damage done to such equipment caused by gross negligence on the part of SBC-13STATE or its contractors during the removal process. However, Collocators will indemnify and hold SBC-13STATE harmless for any damage done to virtually collocated equipment if SBC-13STATE permits the Collocator to hire an SBC-13STATE approved contractor to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SBC-13STATE and stored in a non- SBC-13STATE location, at the expense of the Collocator.

10.16 Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days, SBC-13STATE may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SBC-13STATE and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SBC-13STATE instructs the Collocator such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

10.17 If Collocator fails to remove its equipment and facilities from the Virtual Collocation space within thirty (30) days after discontinuance of use, SBC-13STATE may perform the removal and shall charge Collocator for any materials used in any such

removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, Collocator shall indemnify and hold SBC-13STATE harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SBC-13STATE.

11. TEST AND ACCEPTANCE

11.1 Collocator and SBC-13STATE will complete an acceptance walk-through visit of the Virtual Collocator's space prior to turning the Virtual Collocation space over to the Collocator's SBC-13STATE Approved Vendor. Exceptions that are noted during this acceptance walk-through visit shall be corrected by SBC-13STATE as soon as commercially reasonable after those exceptions are provided in writing, which exceptions shall be provided no more than five (5) business days after the walk through. The correction of these exceptions from Collocator's Virtual Collocation request shall be at SBC-13STATE expense.

11.2 Prior to Collocator's installation vendor powering up equipment, and after the frame connections and equipment has been installed, Collocator will schedule a pre-performance audit visit with the LOC as specified in Section 9.2.5. The Collocator is responsible for auditing the installation and to assure compliance with technical publication specifications. This visit shall be scheduled to take place within ten (10) business days after Collocator's request and shall take no longer than eight (8) hours. Should Collocator determine during the audit that the installation is not compliant with specifications, Collocator may schedule an additional audit after corrective work has been performed. Collocator shall be responsible for coordination with its vendor to be at the site for audit acceptance testing and, when necessary, corrective work.

11.3 Two (2) business days prior to scheduled turn-up of the collocated equipment, the Collocator will arrange to deliver to the SBC-13STATE Central Office, or other pre-designated location by SBC-13STATE, any spare plug-ins, circuit packs, tests sets, unique tools, circuit design information, technical publications, and any other necessary items that are needed to maintain and repair the Collocator's equipment. It is the Collocator's responsibility to arrange with their SBC-13STATE Approved Vendor to place any of the items provided into the Collocator's designated storage cabinet or shelf, if applicable.

11.4 Once the Collocator's equipment installation audit is successfully completed, power must be turned up and tested, the virtually collocated equipment and remote monitoring capabilities must be tested, and connectivity must be tested. Power testing, and connectivity testing in certain situations, will require a cooperative test involving the Collocator, its SBC-13STATE approved installation contractor, SBC-13STATE, and/or SBC-13STATE vendor. Collocator and its installation contractor will perform the equipment and remote monitoring testing. To the extent

possible, SBC-13STATE will work with Collocator to coordinate testing to minimize the number of visits required by Collocator and its contractor.

11.5 All installations of equipment must be in accordance with the SBC ILEC's standards and requirements for equipment and facility installations and subject to review by an SBC-13STATE maintenance engineer for compliance. Should SBC-13STATE maintenance engineer determine during their review audit that the installation is not compliant with specifications, Collocator may schedule an additional audit after corrective work has been performed.

11.6 Collocator shall be responsible of coordination with its SBC-13STATE Approved Vendor to be at the site for acceptance testing.

11.7 Upon successful completion of the testing as described in Section 11.4 above, SBC-13STATE shall provide Collocator with written acceptance notification no more than five (5) business days after turnup of the virtually collocated equipment. Immediately following this notification, SBC-13STATE will begin to maintain and repair the virtual collocated equipment at the direction of the Collocator, if all training requirements have been met.

11.8 Collocator shall accept the installation of equipment and facilities prior to the installation of services using the equipment. Once the equipment is installed and accepted, Collocator will either order Interconnection or network elements from SBC-13STATE to connect to the equipment.

12. DELIVERY INTERVALS

12.1 The delivery interval relates to the period in which SBC-13STATE shall construct and deliver to the Collocator the requested space. The delivery interval begins on the date SBC-13STATE receives an accurate and complete Virtual Collocation Application from the Collocator. The Collocator must provide the SBC-13STATE, within seven (7) days from the date of notification granting the application request, a confirmatory response in writing to continue construction along with the fifty percent (50%) payment of non-recurring charges (unless payment was received with application) or the construction interval provided in table below will not commence until such time as SBC-13STATE has received such response and payment. If the Collocator has not provided the SBC-13STATE such response and payment by the twelfth (12th) day after the date SBC-13STATE notified Collocator its request has been granted, the application will be canceled. Dedicated space is not reserved until SBC-13STATE's receipt of the confirmatory response in writing from the

connections listed above.

For Augments in which the Collocator requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) days from receipt of accurate and complete application for such augment along with the Application Fee and fifty percent (50%) of all applicable nonrecurring charges. For all other Augments, SBC-13STATE will work cooperatively with Collocator to negotiate mutually agreeable construction intervals.

13. REPAIR AND MAINTENANCE OF EQUIPMENT

13.1 Except in emergency situations, and/or except when SBC-13STATE network reliability is at risk, Collocator will initiate the repair and maintenance process by contacting SBC-13STATE LOC. Collocator-owned fiber optic facilities and central office terminating equipment will be repaired and maintained only upon the request and direction of the Collocator. In an emergency, SBC-13STATE may perform necessary repairs without prior notification or both Parties agree to delineate methods and procedures for emergency notification handling with the LOC. The labor rates applicable to Virtual Collocation are contained within the state specific Appendix Pricing that apply to SBC-13STATE central offices and SBC-13STATE CEVs, Huts and Cabinets for all maintenance and repairs performed at the direction of the Collocator by SBC-13STATE.

13.2 When initiating repair or maintenance requests of Collocator provided virtually collocated equipment, Collocator shall provide the LOC with the following:

13.2.1 Notification that the purpose of the call is to establish a virtual collocation trouble ticket;

13.2.2 SBC-13STATE Eligible Structure's CLLI, circuit identification and/or telephone number;

13.2.3 Location of virtually collocated equipment (Bay, frame, shelf, circuit pack, location and type);

13.2.4 A detailed description of the trouble;

13.2.5 The name and telephone number of the Collocator's employee who will cooperatively test with SBC-13STATE at no charge to SBC-13STATE; and

13.2.6 The type of the trouble.

13.3 When an SBC-13STATE technician calls the Collocator to perform repair/maintenance initiated by a trouble ticket, the Collocator will provide the SBC-13STATE technician with the proper sequencing of repair tasks, including any testing necessary to determine needed repairs.

13.4 SBC-13STATE is not obligated to provide any test equipment to support the Collocator's equipment. To the extent that test equipment owned by SBC-13STATE is located in the central office with the Collocator's equipment, is compatible with Collocator's equipment and is not currently being used to repair SBC-13STATE owned equipment, SBC-13STATE can use this test equipment for test operations directed by the Collocator. SBC-13STATE assumes no liability for damage to Collocator's equipment caused by using SBC-13STATE test equipment. SBC-13STATE is not obligated to move test equipment from one central office to another or to provide any test equipment specifically for use on Collocator's equipment. SBC-13STATE is under no obligation to provide lists of test equipment available at central offices and availability is not implied or guaranteed. Test set availability can only be guaranteed by the Collocator providing test equipment for their exclusive use in maintaining their equipment.

13.5 Upon mutual agreement, when service affecting reports cannot be restored and it is determined support is necessary, the Collocator's SBC-13STATE Approved Vendor may enter the Eligible Structure to assist in troubleshooting and resolving problems associated with the trouble report. If SBC-13STATE, working with the Collocator believes that it would be helpful to have them on site to aid in troubleshooting, it will so request. Charges for an escort will apply in either situation.

13.6 The Collocator may request SBC-13STATE to perform routine maintenance and scheduled events, at mutually agreed upon times, which will be billed on a time and material basis and performed on a case by case basis. When requesting maintenance on Collocator owned equipment, the Collocator shall provide SBC-13STATE with location and identification of the equipment, a detailed description of the maintenance requested, and the estimated time required performing the routine maintenance.

13.7 For routine maintenance, product upgrades, PCN's, Engineering Complaints, and generic upgrades, etc., the Collocator will contact the LOC to arrange access for the Manufacturer or Collocator's SBC-13STATE Approved Vendor to perform the necessary work and escort charges will apply as described in Section 14. For service affecting problems covered by the Manufacturer's warranty, SBC-13STATE shall perform repairs as described in Section 14 of this Appendix.

13.8 SBC-13STATE is responsible for maintaining 7 X 24 maintenance and repair schedule for the Collocator's virtual collocation equipment at the direction of the Collocator on at a time and material basis, however, maintenance and repair will only

be provided on a 7 X 24 basis if the Collocator trains the adequate number of SBC-13STATE personnel provided to the Collocator per Eligible Structure.

14. MEAN TIME RESPONSE INTERVAL (MTRI)

14.1 SBC-13STATE will be responsible for repairing/maintaining Collocator's virtually collocated equipment at the direction of the Collocator with the same diligence it repairs/maintains its own equipment. At a minimum, SBC-13STATE agrees to meet service response interval for installation, repair, and/or maintenance as defined below. Collocator will advise the LOC verbally, of the priority level for each trouble report based on the criteria below. The response interval is defined as the time from the conclusion of a trouble report call from Collocator to the LOC, to the time a SBC-13STATE technician notifies the Collocator's technical support center from the specified trouble location, of the Collocator's virtually collocated equipment that the technician is ready to begin repairs. The Mean Time Response Intervals (MTRIs) for each priority level follows:

14.1.1 **Priority 1 Tickets.** The MTRI for a Priority 1 Ticket is as follows: two (2) hours Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for Manned Offices; four (4) hours Monday through Friday between the hours of 5:01 p.m. to 7:59 a.m., Saturday and Sunday. A Priority 1 Ticket is issued for the following reasons:

14.1.1.1 Any network trouble reports where equipment and associated cabling indicates service degradation. This could include LOS (Loss of Signal), LOF (Loss of Frame), LOP (Loss of Pointer) or excessive errors.

14.1.1.2 Telemetry problems causing the loss of surveillance.

14.1.1.3 Remote access to the virtually collocated equipment.

14.1.2 **Priority 2 Tickets**—The MTRI for a Priority 2 Ticket is twenty-four (24) hours. A Priority 2 Ticket is issued for the following reasons:

14.1.2.1 All other non-service affecting report that is not a threat to customer service over night. Also, issue this type of priority ticket when a non-standard installation of plug-in(s) and/or circuit pack(s) is requested by the Collocator as described in Section 9.8.

14.1.3 **Priority 3 Tickets**—The MTRI for a Priority 3 Ticket is seventy-two (72) hours. A Priority 3 Ticket is issued for the following reasons:

14.1.3.1 Minor reports that have been determined not to be an immediate threat to customer service.

14.1.4 **Priority 4 Tickets**—The MTRI for a Priority 4 Ticket is four (4) business days. A Priority 4 Ticket is issued for the following reasons:

14.1.4.1 Installation of plug-ins or circuit packs, routine maintenance, etc. as described in Section 9.5 and 13.7. When installation is performed by Collocator's SBC-13STATE Approved Vendor or Manufacturer, the Collocator will make arrangements with the LOC for a mutual agreed arrangement and escort charges will apply, unless the Collocator's SBC-13STATE Approved Vendor has a current existing Installation Agreement (IA) for the job in a central office. All jobs as described above that are to be performed by SBC-13STATE shall be requested through the LOC by the Collocator and completed at the direction of the Collocator.

14.2 Charges to install, repair, maintain and cooperatively test Collocator's equipment will be on a time and material basis.

15. CASUALTY LOSS

15.1 If the Eligible Structure is damaged by fire or other casualty, and:

15.1.1 The Virtual Collocation space is rendered non-tenantable in whole or in part, SBC-13STATE shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated; or

15.1.2 The Virtual Collocation space is rendered non-tenantable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, SBC-13STATE has the option to repair the collocation space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while Collocator was deprived of the use. If the collocation space cannot be repaired within ninety (90) calendar days, or SBC-13STATE opts not to rebuild, then the collocation arrangement provided shall (upon notice to Collocator within thirty (30) calendar days following such occurrence) terminate as the date of such damage. SBC-13STATE shall endeavor to relocate Collocator equipment to an alternative location.

15.2 Any obligation on the part of SBC-13STATE to repair the collocation space shall be limited to repairing, restoring, and rebuilding the collocation space as originally prepared for Collocator and shall not include any obligation to repair, restore, rebuild or replace any Collocator equipment; or other facilities or equipment located in the Virtual Collocation space. Upon mutual agreement, when Collocator's space or

equipment is damaged, the Collocator may arrange a visit to inspect the condition and escort charges will apply.

15.3 In the event the Eligible Structure shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall be necessary then, notwithstanding that the collocation space may be unaffected thereby, SBC-13STATE at its option, may terminate any collocation arrangement in that Eligible Structure by giving Collocator ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

16. REMOVAL OF EQUIPMENT

16.1 Unless otherwise set forth herein, if Collocator shall default in performance of any term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice, or if Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SBC-13STATE may, immediately or at any time thereafter, without notice or demand, expel Collocator and any claiming under Collocator, remove any Collocator equipment and any other items in the Virtual Collocation space, forcibly if necessary, and there upon such Virtual Collocation arrangement shall terminate, without prejudice to any other remedies SBC-13STATE. might have. SBC-13STATE may exercise this authority on an individual collocation space basis. SBC-13STATE may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by Collocator at any time thereafter.

17. LIMITATION OF LIABILITY

17.1 Collocator acknowledges and understands that SBC-13STATE may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of Collocator's; that such space may be close to the Virtual Collocation Space, possibly including space adjacent to the Virtual Collocation Space and/or with access to the outside of the Virtual Collocation Space. In addition to any other applicable limitation, a Party shall have absolutely no liability with respect to any action or omission by any third party, regardless of the degree of culpability of any such third party or the other Party, and regardless of whether any claimed liability arises in tort or in contract. The Parties shall save and hold each other harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of a Party.

18. INDEMNIFICATION

18.1 In addition to any indemnification obligations set forth in the General Terms and Conditions of this Agreement, the Parties shall indemnify and hold harmless each other, their agents, employees, officers, directors and shareholders ("Indemnities"),

from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against a Party where such liabilities arise in connection with the other Party's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers, arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of the other Party or a contractor or a representative of the Party or an employee of any one of them, except to the extent such Liabilities arise from the willful or intentional misconduct of SBC-13STATE or its employees.

19. NOTICES

19.1 Except in emergency situations, SBC-13STATE shall provide Collocator with written notice five (5) business days prior to those instances where SBC-13STATE or its subcontractors may be undertaking a major construction project in the general area of the Virtual Collocation space or in the general area of the AC and DC power plants which support the Virtual Collocation space.

19.2 SBC-13STATE will inform Collocator by telephone of any emergency-related activity that SBC-13STATE or its subcontractors may be performing in the general area of the Virtual Collocation space occupied by Collocator or in the general area of the AC and DC power plants which support the Virtual Collocation space. Notification of any emergency related activity should be made to Collocator as soon as reasonably possible so that Collocator can take any action required monitoring or protecting its service.

19.3 SBC-13STATE will provide Collocator with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause an outage or any type of power disruption to Collocator's equipment. SBC-13STATE shall provide Collocator immediate notification by telephone of any emergency power activity that would impact Collocator's equipment.

19.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one party to the other shall be in writing and shall be valid and sufficient if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that

notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)
Account Manager - Collocation
2600 N. Central Expressway
6th Floor
Richardson, TX 75080

If to (IL, IN, MI, OH, WI)
Account Manager - Collocation
350 N. Orleans St., 5th Flr.
Chicago, Illinois 60654

If to Collocator: Gary A. Klug
Director – Regulatory Compliance
SCC Communications Corp.
6285 Lookout Road
Boulder, CO 80301

Either party hereto may change its address by written notice given to the other party hereto in the manner set forth above.

19.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to (AR, CA, CT, KS, MO, NV, OK, TX)
CSC
2600 North Central Expressway,
6th floor,
Richardson, Texas 75080

If to (IL, IN, MI, OH, WI)
Collocation Team
790 N. Milwaukee St., 3rd Floor
Milwaukee, Wisconsin 53202

If to Collocator: Patricia Gilbert
Controller
SCC Communications Corp.
6285 Lookout Road
Boulder, CO 80301

20. INSURANCE

20.1 Collocator shall furnish SBC-13STATE with certificates of insurance which evidence the minimum levels of insurance set forth in the General Terms and Conditions, and state the types of insurance and policy limits provided by Collocator. SBC-13STATE shall be named as an ADDITIONAL INSURED on general liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL THIRTY (30) CALENDAR DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (S)

20.1.1 In addition to the insurance requirements set forth in the General Terms and Conditions, Collocator must maintain all Risk Property coverage on a full replacement cost basis insuring all of Collocator's personal property situated on or within the Eligible Structure. Collocator releases SBC-13STATE from and waives any and all right of recovery, claim, action or cause of action against SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Collocator or located on or in the space at the request of Collocator when such loss or damage is by reason of fire or water or the elements or any other risks that would customarily be included in a standard all risk insurance policy covering such property, regardless of cause or origin, including negligence of SBC-13STATE, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Collocator's fixtures and other personal property shall contain a waiver of subrogation against SBC-13STATE, and any rights of Collocator against SBC-13STATE for damage to Collocator's fixtures or personal property are hereby waived. Collocator may also elect to purchase business interruption and contingent business interruption insurance, knowing that SBC-13STATE has no liability for loss of profit or revenues should an interruption of service occur that is attributable to any Virtual Collocation arrangement provided under this Appendix.

20.2 The limits set forth in this Section may be increased by SBC-13STATE from time to

time during the term of a Collocation arrangement to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SBC-13STATE structure.

20.3 All policies purchased by Collocator shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SBC-13STATE.

20.4 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of Collocator's equipment or other Collocator facilities or equipment remain within the Eligible Structure.

20.5 Collocator shall submit certificates of insurance and policy binders reflecting the coverages specified above prior to, and as a condition of, SBC-13STATE's obligation to turn over the Physical Collocation Space to Collocator or to permit any Collocator-designated subcontractors into the Eligible Structure pursuant to Sections 3.7 and 3.7.3. Collocator shall arrange for SBC-13STATE to receive thirty-(30) calendar day's advance written notice from Collocator's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

20.6 Collocator must also conform to reasonable recommendations made by SBC-13STATE's Property Insurance Company, if any, unless a recommendation is also applicable to SBC-13STATE and SBC-13STATE does not so conform in the Eligible Structure where the Virtual Collocation space is located.

20.7 Failure to comply with the provisions of this "Insurance" Section will be deemed a material breach of this Agreement.

21. PROTECTON OF SERVICE AND PROPERTY

21.1 SBC-13STATE shall use its existing power back-up and power recovery plan in accordance with its standard policies for the specific Central Office.

21.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.

22. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

22.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and

severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C.	DOCKET NO. 070736-TP DATED: JUNE 11, 2008

2008 JUN 12 AM 10:29
COMMISSION CLERK

INTRADO COMMUNICATIONS INC.'S RESPONSES TO FPSC STAFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS (Nos. 4-18)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's Second Request for Production of Documents (Nos. 4-18) as follows:

REQUEST FOR PRODUCTION OF DOCUMENTS

4. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 44.**

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 44:

47 U.S.C. § 153(26)
47 U.S.C. § 153(47)
47 U.S.C. § 251(c)(2)
Deployment of Wireline Services Offering Advanced Telecommunications Capability, 15 FCC Rcd 385, ¶¶ 30-31 (1999) (Attachment 4a)
Federal-State Joint Board on Universal Service, 13 FCC Rcd 11501, ¶ 54 (1998) (Attachment 4b)
364.02(14), Florida Statutes
364.02(13), Florida Statutes
364.171(2), Florida Statutes
364.172(2)(d), Florida Statutes
47 C.F.R. § 51.5

5. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 45.**

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 45:

Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, 22 FCC Rcd 10541 (2007) (Attachment 5a)
NENA 911 Tutorial (January 19, 2000) at page 13 (Attachment 5b)
NRIC Best Practice (Attachment 5c)
NRIC Public Safety Best Practices for Public Safety:
https://www.fcc.gov/nors/outage/bestpractice/ProcessBestPractice.cfm?RequestTimeout=500

6. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 46.**

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 46:

Local Competition Order, 11 FCC Rcd 15499, 15779-782 (1996) (Attachment 6)
Local Competition Order ¶¶ 167-68 (requiring existing agreements between neighboring non-competing LECs to be filed) (Attachment 6)

7. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 47.**

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 47:

NENA 911 Tutorial (January 19, 2000) at page 13 (Attachment 5b)
Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, 22 FCC Rcd 10541 (2007) (Attachment 5a)
NRIC Best Practice (Attachment 5c)
NRIC Best Practices for Public Safety found at:
https://www.fcc.gov/nors/outage/bestpractice/ProcessBestPractice.cfm?RequestTimeout=500

8. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 48.**

Intrado Comm is unable to obtain any existing agreements between ILECs addressing the transport of 911 calls between them. While Ms. Pellerin indicates these are "commercial" agreements that do not appear to be filed with the Commission (Pellerin Pre-Filed Testimony at 10, line 4), the FCC deems these ILEC arrangements as subject to Section 252 of the Act and required to be filed. Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 48:

Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1), 17 FCC Rcd 19337, ¶ 8 (2002) (Attachment 8)
Local Competition Order ¶¶ 167-68 (Attachment 6)

9. **Please identify and provide a copy of any FCC orders and other documents that support Intrado's response to Interrogatory No. 49.**

The reliability, flexibility, diversity, and redundnacy mandated by the FCC in the *Katrina Order* cannot be achieved without a network design having the attributes of that developed by Intrado Comm. In addition to general NRIC Public Safety Best Practices, Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 49:

Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, 22 FCC Rcd 10541 (2007) (Attachment 5a)
FCC Interoperability Order, 11 FCC Rcd 19392, ¶ 178 (relevant portions in Attachment 9)

10. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 51.**

The current draft of the Parties' interconnection agreement reflecting this language is attached as Attachment 10 (see Section 6.1). AT&T has also verbally stated this position in the negotiation calls.

11. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 52.**

Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 52:

FCC Interoperability Order, 11 FCC Rcd 19392, ¶ 178 (relevant portions in Attachment 9)
Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, 22 FCC Rcd 10541 (2007) (Attachment 5a)

12. **Please identify and provide a copy of any FCC orders and other documents that support Intrado's response to Interrogatory No. 53.**

Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 53:

Local Competition Order, 11 FCC Rcd 15499, 15779-782 (1996) (Attachment 6)

13. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 54.**

Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 54:

Local Competition Order, 11 FCC Rcd 15499, 15779-782 (1996) (Attachment 6)

14. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 55.**

Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 55:

47 U.S.C. § 251(c)(2)
47 C.F.R. § 51.305(a) ("[a]n incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network . . . at any technically feasible point within the incumbent LEC's network")
Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, et al., 17 FCC Rcd 27039, ¶ 52 (2002) ("*Virginia Arbitration Order*") ("competitive LECs may request interconnection at any technically feasible point"), *app. for review pending* (filed Nov. 7, 2002) (relevant portions Attachment 14a)
Developing a Unified Intercarrier Compensation Regime, 16 FCC Rcd 9610, ¶ 112 (2001) ("*Intercarrier Compensation NPRM*") ("an [incumbent carrier] must allow a requesting telecommunications carrier to interconnect at any technically feasible point") (relevant portions Attachment 14b)

15. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 56.**

None.

16. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 58.**

The current draft of the Parties' interconnection agreement reflecting this language is attached as Attachment 16 (see Section 4.2.1).

17. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 59.**

Intrado Comm relied upon the following documents in preparation of its response to Staff Interrogatory No. 59:

Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, 22 FCC Rcd 10541 (2007) (Attachment 10b)
FCC Interoperability Order, 11 FCC Rcd 19392, ¶ 178 (relevant portions in Attachment 12)
NENA 911 Tutorial (January 19, 2000) at page 13 (Attachment 5b)
NRIC Best Practice (Attachment 5c)

18. **Please identify and provide a copy of any documents that support Intrado's response to Interrogatory No. 62.**

Intrado Comm and AT&T have resolved the issue addressed in this interrogatory.

Respectfully submitted this 11th day of June, 2008.

Respectfully submitted,

INTRADO COMMUNICATIONS INC.

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Its Attorneys

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
Deployment of Wireline Services Offering Advanced Telecommunications Capability	)	CC Docket Nos. 98-147, 98-11, 98-26, 98-32, 98-78, 98-91

ORDER ON REMAND

Adopted: December 23, 1999 **Released: December 23, 1999**

By the Commission: Commissioner Furchtgott-Roth approving in part, dissenting in part and issuing a statement.

I. INTRODUCTION AND OVERVIEW

1. Among the fundamental goals of the Telecommunications Act of 1996 (1996 Act)[1] is the promotion of innovation, investment and competition among all participants and for all services in the telecommunications marketplace, including advanced services.[2] The Commission has issued three orders in this proceeding to date and most recently took an additional step toward implementing Congress's goals for the deployment of competitive advanced services by instituting line sharing obligations for incumbent LECs pursuant to section 251, and establishing spectrum management policies

[1] Telecommunications Act of 1996, Pub. L. 104-104, Feb. 8, 1996, 110 Stat. 56, codified at 47 U.S.C. § 151 et seq. (1996 Act). The 1996 Act amended the Communications Act of 1934. We refer to the Communications Act of 1934, as amended as the "Communications Act" or "the Act."

[2] Joint Statement of Managers, S. Conf. Rep. No. 104-230, 104th Cong. 2d Sess. 1 (1996) *(Joint Explanatory Statement)*. For purposes of this order, we use the term "advanced services" to mean high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality voice, data, graphics and video telecommunications. The term "broadband" is generally used to convey sufficient capacity – or bandwidth – to transport large amounts of information. As technology evolves, the concept of "broadband" will evolve with it: we may consider today's "broadband" services to be "narrowband" services when tomorrow's technologies appear.

and rules.[3]

2. Central to Congress' goal of widespread deployment of advanced services is section 251 of the 1996 Act. Congress made clear that the 1996 Act is technologically neutral and is designed to ensure competition in all telecommunications markets.[4] In the *Advanced Services Memorandum Opinion and Order*, we determined, among other things, that incumbent LECs were subject to the obligations imposed by section 251 in connection with the offering of advanced services that employ packet-switching or other specific technologies such as digital subscriber line (xDSL) technologies.[5] At that time, we found that xDSL-based advanced services were "either" telephone exchange service or exchange access service.[6] Following adoption of the *Advanced Services Memorandum Opinion and Order*, US WEST Communications, Inc., (US WEST) sought review in the United States Court of Appeals for the District of Columbia Circuit, seeking reversal of the Commission's holding that advanced services are either telephone exchange service or exchange access.

3. Upon review of the record we determine that US WEST may not avoid the obligations placed on incumbent LECs under section 251(c) of the Act in connection with the provision of advanced services. We also affirm our initial view in the *Advanced Services Memorandum Opinion and Order* that xDSL-based advanced services are either telephone exchange service or exchange access. We clarify that whether xDSL-based advanced services constitute telephone exchange service or exchange access depends on how such technology is used. We find that when xDSL-based advanced services both originate and terminate "within a telephone exchange," and provide subscribers with the capability of communicating with other subscribers in that same exchange, they are properly classified as "telephone exchange service." We also find that xDSL-based advanced services constitute "exchange access" when they provide subscribers with the ability to communicate across exchange boundaries. We find that "information access service" is not a category separate and distinct from telephone exchange service and exchange access. Therefore, even if xDSL-based advanced services are considered "information access services," this does not remove them from the classifications of

[3] *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Memorandum Opinion and Order and Notice of Proposed Rulemaking, 13 FCC Rcd 24012 (1998) (*Advanced Services Memorandum Opinion and Order*); *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, First Report and Order and Further Notice of Proposed Rulemaking, 14 FCC Rcd 4761 (1999) (*Advanced Services First Report and Order and FNPRM*); *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Second Report and Order, FCC 99-330 (rel. Nov. 9, 1999) (*Advanced Services Second Report and Order*); *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Third Report and Order, FCC 99-355 (rel. December 9, 1999) (*Advanced Services Third Report and Order*).

[4] *See Advanced Services Memorandum Opinion and Order*, 13 FCC Rcd at 24017, ¶ 11.

[5] *Id.* at 24035-36, ¶ 50.

[6] *Id.* at 24032, ¶40.

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telephone exchange service and exchange access.

4. In the *Advanced Services Memorandum Opinion and Order*, we determined, among other things, that incumbent LECs were subject to the obligations imposed by section 251 in connection with the offering of advanced services that employ packet-switching or other specific technologies such as digital subscriber line (xDSL) technologies.[7] At that time, we found that xDSL-based advanced services were "either" telephone exchange service or exchange access service.[8] We found it unnecessary at the time to determine into which of the two service categories the advanced services fell, noting that related issues were pending in other proceedings.[9]

5. In response, the Commission requested the opportunity to consider further the issues raised by US WEST because some of the statutory construction arguments advanced by US WEST in its appellate brief had been presented only summarily and in truncated form before the Commission. The Commission asked that the court grant it the opportunity to address the threshold question of statutory interpretation based on a more complete administrative record. On August 25, 1999, the court granted the Commission's request and remanded the matter back to the Commission.[10] Consequently, on September 9, 1999 the Common Carrier Bureau issued a *Public Notice* seeking comment on the issues raised by US WEST.[11]

6. In response to this *Public Notice*, nineteen comments and twenty replies were filed.[12] The majority of the commenters maintain that the Commission should affirm its holding that xDSL-based advanced services are either telephone exchange service or exchange access.[13] Some commenters maintain, however, that xDSL-based advanced services are telephone exchange service, but not exchange access.[14] Others

[7] *See Advanced Services Memorandum Opinion and Order*, 13 FCC Rcd 24011, 24035-36 (1998).

[8] *Id.* at 24032, ¶40.

[9] *Id.*

[10] *See US WEST Communications, Inc. v. Federal Communications Commission*, No. 98-1410 (D.C. Cir. Aug. 25, 1999) (order granting motion for remand).

[11] Public Notice: Comments Requested in Connection with Court Remand of August 1998 Advanced Services Order, DA 9901853, released September 9, 1999. The Public Notice listed a number of issues and asked for comment to "aid the Commission in meeting its commitment to the court to consider an address within 120 days the issues raised by US WEST."

[12] Attached as Appendix A is a list of the parties filing comments and replies in this proceeding.

[13] AT&T Comments at 5; CDS Comments at 3-4; Prism Comments at 9; RCN Comments at 2; Sprint Comments at 4-5; Joint CLEC Comments at 10, 19; MGC Comments at 5-6; Williams Reply Comments at 4.

[14] CDS Comments at 2; Focal et. al. Comments at 2; GSA Comments at 3; MCI Comments at 12; MindSpring Comments at 3; RCN Telecom/Connect Comments at 2; TRA Comments at 12; Wisconsin

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maintain that such services fall within the definition of exchange access, but not telephone exchange service.[15] A few commenters argue that xDSL-based advanced services are neither telephone exchange service or exchange access, but are more properly classified as "information access" services.[16]

II. US WEST is an Incumbent LEC and May Not Avoid Section 251 Obligations When Providing Advanced Services

7. Sections 251(a) and 251(b) of the Communications Act impose on all LECs certain duties regarding interconnection, resale of telecommunications services, number portability, dialing parity, access to rights-of-way, and reciprocal compensation.[17] Section 251(c) requires incumbent LECs to meet certain additional obligations to potential competitors with respect to interconnection, access to unbundled network elements, resale of their retail services, notification of interoperability changes to their facilities or networks, collocation, and good faith negotiation.[18]

8. US West and other commenters make several arguments in support of the contention that xDSL based advanced services are not subject to the unbundling obligations under section 251(c)(3). US West argues that when a LEC is providing something other than telephone exchange service or exchange access (or network elements used to provide such services), it is not acting as a LEC and therefore is not subject to the obligations of section 251(c)(3). In addition, US WEST argues that if we require access to network elements on an unbundled basis for the provision of advanced services, that could result in unlimited access to all of an incumbent LEC's facilities.[19] None of these arguments has merit. For the reasons set forth below, we conclude that section 251(c)(3) requires incumbent LECs (as defined in section 251(h)) to provide nondiscriminatory access to network elements used to provide all telecommunications services, including advanced services.

9. At the outset, we affirm our prior conclusion that xDSL-based advanced services constitute telecommunications services as defined by section 3(46) of the Act.[20] Although US WEST has argued that these services are neither exchange access nor

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PSC Comments at 3-5.

[15] NorthPoint Comments at 7; Rhythms Comments at 19.

[16] US WEST Comments at 4; SBC Comments at 8; GTE Comments at 8-11; Covad Comments at 7; USTA Reply Comments at 4.

[17] *See* 47 U.S.C. §§ 251(a), 251(b). The interconnection obligation contained in section 251(a) applies to all telecommunications carriers, including LECs. The obligations of section 251(b) apply only to LECs.

[18] *See* 47 U.S.C. § 251(c).

[19] US WEST Reply Comments at 8-9

[20] *See Advanced Services Memorandum Opinion and Order*, 13 FCC Rcd 24012 at ¶¶ 35-36.

telephone exchange services,[21] even US WEST has expressly conceded that advanced services fall within the broad ambit of telecommunications services. In its comments, US WEST has stated that "a telephone company's obligation to provide access to unbundled elements is not dependent on the requester's provision of telephone exchange service or exchange access; rather, unbundled elements must be made available to providers of any telecommunications service, *including advanced services*."[22] Although US WEST has acknowledged that advanced services constitute a type of telecommunications service, US WEST nonetheless argues that the requirements of section 251(c) (3) are not triggered when a carrier provides access to network elements used solely for the provision of advanced services.[23] It contends that when an entity that is otherwise an incumbent LEC is providing something other than telephone exchange service or exchange access service (or network elements used to provide such services), it is not acting as an incumbent LEC and therefore is not subject to the obligations of section 251(c)(3).[24] We reject that assertion.

10. We find no support for US WEST's position in the language of section 251. Nor has US WEST shown how the purposes of the section or the Act would be furthered by making section 251(h) subject to further constraints.[25] Congress has specifically defined an incumbent LEC for purposes of section 251. Pursuant to section 251(h), an incumbent local exchange carrier for any area means the local exchange carrier that "(A) on the date of enactment of the Telecommunications Act of 1996, provided telephone exchange service in such area" and (B) was a member of NECA, the exchange carrier association under section 69.601(b) of the Commission's regulations, or a successor or assign of such a member. Thus, the relevant inquiry for purposes of determining who is an incumbent LEC pursuant to section 251(c) is whether a carrier provided telephone exchange and exchange access service in a given service area on February 8, 1996. There can be no dispute that US WEST provided both telephone exchange and exchange access service on that date. US WEST thus satisfies the statutory definition in section 251(h) and is an incumbent LEC for purposes of section 251. Therefore, because advanced services are telecommunications services, an incumbent LEC (as defined in section 251(h)) must provide nondiscriminatory access to network elements used to provide xDSL-based advanced services consistent with the requirements of section 251(c)(3). We further agree with those commenters who argue that if Congress intended to remove xDSL-based advanced services from the reach of section 251(c), Congress would have done so in a more explicit fashion.[26] For example, in section

[21] *See* ¶¶18-19 infra.

[22] US WEST Comments at 19 (emphasis added).

[23] US WEST Comments at 19.

[24] US WEST Comments at 6.

[25] *See* ¶ 19.

[26] *See* Joint CLEC Comments at 11.

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251(c)(2) Congress provided that the interconnection obligations thereunder are triggered not for all telecommunications service, but only "for the transmission and routing of telephone exchange service and exchange access."[27]

11. In fact, as demonstrated by section 251, Congress elected to impose different and increasingly more rigorous obligations on "telecommunications carriers," "local exchange carriers," and "incumbent local exchange carriers." The statutory construction proferred by various incumbent LECs would effectively eliminate these distinctions. Congress used these statutory definitions as a means of assigning carriers to the appropriate section 251 "box," or of exempting them from section 251 entirely.[28] Once a carrier is classified as an incumbent LEC pursuant to section 251(h), the extent to which the individual duties established by the provisions of section 251(c) apply to its various services and facilities is determined by the specific provision in which the duty is set forth.[29] For example, because we determine below that xDSL-based advanced services are exchange access or telephone exchange services, incumbent LECs must provide requesting carriers with interconnection pursuant to section 251(c)(2). Pursuant to section 251(c)(3), incumbent LECs must unbundle facilities used to provide xDSL-based advanced services because these services constitute telecommunications services.

12. Moreover, neither US WEST, SBC, nor any other party has explained how exempting xDSL-based advanced services from section 251(c) would further the purposes of this section or the 1996 Act. We find no evidence that Congress intended to eliminate the Commission's authority to require access to network elements used to provide advanced services -- a result which is at odds with the technology neutral goals of the Act and with Congress' aim to encourage competition in all telecommunications markets.[30]

13. Finally, we reject US WEST's contention that if we consider a carrier to be an incumbent LEC under section 251 when it provides a service other than telephone exchange service or exchange access service, then such a reading of section 251 would inevitably require GTE and Sprint, acting in their capacity as incumbent LECs, to unbundle all their facilities, including their long distance facilities.[31] We find no merit to this contention because it ignores the limitations Congress has established in section 251(d)(2).

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[27] 47 U.S.C. § 251(c)(2).

[28] See Letter from Larry Irving, NTIA, to Chairman William E. Kennard at 7 n.22, CC Docket Nos. 98-91; 98-32, 98-26, 98-11 (filed July 11, 1998).

[29] *See* AT&T Comments at 5.

[30] *See* Federal State Joint Board on Universal Service, *Report and Order*, CC Docket No. 96-45; 12 FCC Rcd. 8776, 8802-8803 (noting the importance of competitive and technological neutrality to promote competition).

[31] US WEST Reply Comments at 8-9.

14. Section 251(d)(2) imposes a limitation on an incumbent LEC's unbundling obligation pursuant to section 251(c)(3). In a recent rulemaking proceeding, we set forth the standards the Commission will apply to determine which network elements should be unbundled.[32] With regard to non-proprietary elements, a requesting carrier typically may access unbundled network elements if the failure to provide such access would impair the ability of a requesting carrier to provide the services it seeks to offer. With regard to proprietary network elements, a requesting carrier typically may obtain unbundled access to an incumbent LEC's network element if such access is necessary. Pursuant to this standard, the Commission has declined to require incumbent LECs to provide unbundled access to their packet switches.[33] These standards provide ample protection that the unbundling obligations under section 251(c) are consistent with section 251's underlying goal of opening the local market to competition.

III. Statutory Classification of xDSL-Based Advanced Services

15. As noted above, certain obligations set forth in section 251 are specific to the provision of "telephone exchange service" or "exchange access." The primary distinction between these two services is that, while telephone exchange services permit communication "within a telephone exchange" or "within a connected system of telephone exchanges within the same exchange area,"[34] exchange access refers to access to telephone exchange services or facilities for the purpose of originating or terminating communications that travel outside an exchange.[35] Thus, in order to determine into which category xDSL-based services fall, we must determine, as a threshold matter, whether such traffic originates and terminates within the equivalent of an exchange area, in which case it may be classified as "telephone exchange service," or whether such traffic originates in one exchange and terminates in another, in which case it is properly classified as "exchange access."[36]

16. The Commission traditionally has determined the nature of communications by looking to the end points of the communication, and has consistently rejected attempts to divide communications at any intermediate points of switching or

[32] *See Implementation of the Local Competition Provisions of the Telecommunications Act of 1996;* Third Report and Order, CC Docket No. 96-98; FCC 99-238 at ¶ 49 (rel. November 5, 1999) (*Local Competition Third Report and Order*).

[33] *See Local Competition Third Report and Order*, at ¶ 306.

[34] 47 U.S.C. § 3(47)(A).

[35] 47 U.S.C. § 3(16).

[36] We note that our conclusion that whether advanced, packet-switched services constitute "telephone exchange service" or "exchange access" depends on the circumstances in which they are provided, is no different from the conclusion that circuit-switched services constitute either telephone exchange service or telephone toll service, depending upon the end points of the communication. *See* Joint CLEC Commenters Comments at 8.

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exchanges between carriers.[37] With respect to xDSL-based advanced services used to connect Internet Service Providers (ISPs) with their dial-in subscribers, the Commission has determined that such traffic does not terminate at the ISP's local server, but instead terminates at Internet websites that are often located in other exchanges, states or even foreign countries.[38] Consistent with this determination, we conclude that typically ISP-bound traffic does not originate and terminate within an exchange and, therefore, does not constitute telephone exchange service within the meaning of the Act. As explained more fully below, such traffic is properly classified as "exchange access." In contrast, work-at-home applications and other non-Internet communications may be properly classified as "telephone exchange service" if they originate and terminate within a local exchange area.[39]

A. xDSL-Based Advanced Services May be Classified as Telephone Exchange Services

1. Background

17. We first address whether a service that employs xDSL technology may be classified as telephone exchange service within the meaning of the Act.[40] The 1996 Act provides two alternative definitions for the term "telephone exchange service."[41] The

[37] *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-Carrier Compensation for ISP-Bound Traffic*, CC Docket Nos. 96-98 and 99-68, , Declaratory Ruling and Notice of Proposed Rulemaking, 14 FCC Rcd 3689, 3695-3696 at ¶10 (1999)("*Reciprocal Compensation Order*).

[38] In reaching this conclusion, the Commission acknowledged the difficulty of identifying a point of "termination" in the packet-switched network environment of the Internet. The Commission noted, for example, that, in a single Internet communication, an Internet user may access websites that reside on servers in various states or foreign countries, communicate directly with another Internet user, or chat on-line with a group of Internet users located either in the same local exchange or in another country. *Id.*

[39] As we noted in the *GTE ADSL Tariffing Order*, xDSL-based technology is used to support variety of applications that are potentially local in nature, such as certain "work-at-home" applications. In the *GTE ADSL Tariffing Order*, we noted that such "work-at-home" applications are "intrastate" and, therefore, should be tariffed at the state level. *GTE ADSL Tariffing Order* at ¶ 27.

[40] We note that xDSL itself is not a service. Rather, xDSL is a technology used to provide transmission services.

[41] A "telephone exchange service" is a type of "telecommunications service." *See Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499, 15636 (1996) (*Local Competition Order*), motion for stay denied, 11 FCC Rcd 11754 (1996), Order on Reconsideration, 11 FCC Rcd 13042 (1996), Second Order on Reconsideration, 11 FCC Rcd 19738 (1996). The statutory definition of "telecommunications service" requires the offering of service "for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used." 47 U.S.C. § 3(46). The Commission has previously stated that the phrase "for a fee" in section 3(46) of the Act "means services rendered in exchange for something of value or a monetary payment." *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 97-157, at ¶ 784 (rel. May 8, 1997), Erratum, CC Docket No. 96- 45, FCC 97-157 (rel. June 4, 1997).

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first definition, which is codified in section 3(47)(A), provides that telephone exchange service includes "service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge."[42] The second definition, which is codified in section 3(47)(B), provides that the term also includes "comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service."[43] In the *Advanced Services Memorandum Opinion and Order*, we noted that section 3(47)(B) was added to ensure that the definition of telephone exchange service was not limited to traditional voice telephony, but included non-traditional "means of communicating information within a local area."[44]

18. U S WEST contends that prior decisions by the Commission establish that three characteristics must be present before a service may fall within the scope of the "telephone exchange service" definition. First, the service must begin and end "within a telephone exchange" or "within a connected system of telephone exchanges."[45] Second, the service must permit "intercommunication," which U S WEST describes as the ability of every subscriber to communicate with every other subscriber connected to switched network within a particular exchange area.[46] Third, the service must be covered by "the exchange service charge." U S WEST argues that xDSL-based services do not encompass any of the foregoing characteristics and, therefore, do not constitute telephone exchange services within the meaning of the Act.[47]

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[42] 47 U.S.C. § 153(47)(A). The United States Court of Appeals for the Fourth Circuit explains that "telephone exchange service" is a "statutory term of art ... [that] means service within a discrete local exchange system...." *North Carolina Util. Comm'n v. FCC*, 552 F.2d 1036, 1045 Cir.1976, *cert. denied*, 434 U.S. 874 (1977). The term "exchange service" generally refers to service within local calling areas which is covered by an exchange service charge, as distinct from "toll service" between exchanges for which there is a separate additional charge. *See In the Matter of Declaratory Ruling on the Application of Section 2(b)(2) of the Communications Act of 1934 to Bell Operating Companies*, CC Docket No. 85-197, FCC 87-53, Memorandum Opinion And Order, 2 FCC Rcd 1750, at ¶ 27 n.47.

[43] 47 U.S.C. § 153(47)(B).

[44] *Advanced Services Order* at ¶ 41 (citing Comments of Senators Stevens and Burns, *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45 (*January 1998 Report to Congress*) (filed Jan. 26, 1998), at 2, n.1).

[45] U S WEST Brief at 19 (citing 47 U.S.C. § 153(47)(A).

[46] U S WEST Brief at 19-20 (citing *BellSouth Louisiana II Order*, 13 FCC Rcd. At 20622; *General Tel. Co. of Calif.*, 13 FCC Rcd. 448, 460 (1968); *Offshore Tel. Co.*, 3 FCC Rcd. 4137, 4142 (1988).

[47] U S WEST Brief at 19 (citing *GTE ADSL Order*, 13 FCC Rcd. At 22470-72; *Bell Atlantic Tel. Cos.*, 13 FCC Rcd. 23667, 23668 (1998)). U S WEST contends, for example, that DSL-based services do not originate and terminate within the equivalent of a local exchange area, but instead terminate at destinations located around the world. U S WEST further argues that, in contrast to traditional telephone exchange service, DSL-based services do not interconnect with the traditional circuit-switched network and,

19. U S WEST acknowledges that section 3(47)(B) may expand the range of services that constitute "telephone exchange service" within the meaning of the Act.[48] It argues, however, that the 1996 Amendment extends only to "those services that are functionally similar to and can substitute for the switched local services" described in section 3(47)(A).[49] According to U S WEST, support for this interpretation of section 3(47)(B) can be found in at least two prior Commission orders. It notes, for example, that the Commission previously has construed the term "comparable" as referring to: (1) services that could become "true economic substitutes for wireline local exchange service;"[50] and (2) the provision of local exchange service over alternative facilities, such as substitutes for the copper loop.[51]

2. Discussion

a) Section 3(47)(A)

20. We conclude that xDSL-based advanced services, when used to permit communications among subscribers within an exchange, or within a connected system of exchanges, constitute telephone exchange services within the meaning of section 3(47)(A) of the Act. U S WEST correctly notes that, in cases involving voice communication, the Commission has long interpreted the traditional telephone exchange definition to refer to "the provision of individual two-way voice communication by means of a central switching complex to interconnect all subscribers within a geographic area."[52] Contrary to U S WEST's contention, however, the Commission has never suggested that the telephone exchange service definition is limited to voice communications provided over the public circuit-switched network.

21. As we noted in the *Advanced Services Memorandum Opinion and Order*, neither the statutory language nor the legislative history accompanying section 3(47) limits the term "telephone exchange service" to the provision of voice services.[53] Moreover, we note that the local public switched network has been used for dial-up

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therefore, do not permit "ubiquitous local intercommunication." U S WEST Brief at 19-20. Finally, US WEST contends that DSL services are not covered by the exchange service charge. U S WEST Brief at 22.

[48] U S WEST Brief at 24.

[49] U S WEST Brief at 23-24.

[50] U S WEST Brief at 24 (citing *Local Competition Order*, 11 FCC Rcd. at 15999-16000).

[51] U S WEST Brief at 25 (citing Federal-State Joint Board on Universal Service, 13 FCC Rcd. 11501, 11528 (1998)).

[52] *Midwest Corp.*, 53 FCC.2d 294, 300 (1975); *Offshore Tel. Co. v. South Cent. Bell Tel. Co.*, 6 FCC Rcd. 2286, 2287 (1991); *Domestic Public Radio Svc.*, 76 FCC.2d 273, 281 (1980); *Application of BellSouth Corp. for Provision of In-Region, InterLATA Services in Louisiana*, 13 FCC Rcd. 20599, 20621 (1998).

[53] *Advanced Services Memorandum Opinion and Order*, 13 FCC Rcd at 24032, ¶ 41. *See also* Cable and Wireless Reply Comments at 5.

access to data transmission services for many years.[54] For example, whenever a facsimilie is sent from a home or office to another party within the local area, the transmission is a data transmission rather than a voice transmission, but such transmissions nevertheless constitute telephone exchange service. Consistent with this, the Commission has expressly made the rules governing basic telephone exchange service equally applicable to LEC provision of data and voice services.[55] The parties have not persuaded us that we should depart from this long-standing practice. Indeed, in this era of converging technologies, limiting the telephone exchange service definition to voice-based communications would undermine a central goal of the 1996 Act--opening local markets to competition to all telecommunications services. We thus conclude, consistent with past practice, that the term "telephone exchange service" encompasses voice and data services.

22. We further disagree with U S WEST that the statutory language or Commission precedent suggest that the term "telephone exchange service" is limited to services that employ circuit-switching technology. Although the definition of what constitutes an "exchange" traditionally has been linked to the area served by a switch, or by an interconnected system of switches,[56] the statutory language does not support a conclusion that only services that employ circuit-switching technology constitute telephone exchange service within the meaning of the Act.[57] Indeed, we have previously noted that the "[t]he concept of an exchange is based on geography and regulation, not equipment."[58] Thus, the interconnection obligations set forth in section 251(c)(2) apply to packet-switched services as well as circuit-switched services.

23. Although we reject the contention that the term telephone exchange service is limited to voice communications, we agree with U S WEST that the statutory text and Commission precedent support a conclusion that telephone exchange services

[54] *See e.g.*, CoreComm Comments at 8.

[55] *In the Matter of International Business Machines Corp. Petition for Declaratory Ruling that Southern Bell Telephone and Telegraph Company Offer its Local Area Data Transport Service on an Unbundled and Detariffed Basis Pursuant to Section 64.702 of the Commission's Rules*, FCC 86-122, ENF 83-34, Memorandum Opinion and Order on Reconsideration (1986); *see also Advanced Services Order* at ¶ 47 (noting that the interconnection obligations set forth in section 251 apply equally to voice and data services). Some commenters point out that at least four state commissions have concluded that certain packet-switched services, such as frame-relay service, constitute "telephone exchange services," within the meaning of the Act. *See e.g.*, Joint CLEC Commenters Comments at 17-18.

[56] *See* U S WEST Brief at 7 (citing Harry Newton, NEWTON'S TELECOM DICTIONARY 301 (15th ed. 1999).

[57] We note that in the "pre-switching" era, plugs and cords, not circuit switches, were used to provide the original "telephone service, and this original telephone service actually established a "private line" between two parties. This was the typical arrangement in 1934, the year of the adoption of the original Communications Act.

[58] *BellSouth Louisiana II Order* at ¶ 30 & n.68 (citing H. Newton, NEWTON'S TELECOM DICTIONARY (1998) at 277.

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must permit "intercommunication" among subscribers within the equivalent of a local exchange area.[59] The term "intercommunication" is not defined in the Act or the Commission's rules. Commission precedent establishes, however, that, as used in section 3(47)(A), "intercommunication" refers to a service that "permits a community of interconnected customers to make calls to one another over a switched network."[60] We, therefore, find that a service satisfies the "intercommunication" requirement of section 3(47)(A) as long as it provides customers with the capability of intercommunicating with other subscribers.

24. U S WEST contends that because an xDSL-based advanced service subscriber must specify the ISP or third party with whom his or her computer is connected, such services do not permit the type of "intercommunication" described in section 3(47)(A). We find, however, that U S WEST's narrow focus on the manner in which xDSL-based advanced services are provisioned is misplaced. In classifying a particular service the relevant inquiry is broader. We find that although a customer must designate the ISP or third party to whom his or her high-speed data transmissions are directed, once on the packet-switched network, a customer may rearrange the service to communicate with any other subscriber located on that network through the use of packet-switching technology. We thus conclude that xDSL-based services provide end-users with the type of intercommunicating capability envisioned by section 3(47)(A).

25. We further find the cases cited by U S WEST to support its contention that services offered over a predesignated transmission path do not constitute telephone exchange service to be readily distinguishable from the xDSL-based services we consider here. Indeed, the services at issue in each of those proceedings were offered over private lines.[61] Private line service is defined as "a service whereby facilities for

[59] *See In the Matter of General Telephone Company Of California (formerly California Water and Telephone Company) The Associated Bell System Companies; The General Telephone System And United Utilities, Inc. Companies Applicability of Section 214 of the Communications Act with Regard to Tariffs for ChannelService for Use by Community Antenna Television Systems,* Docket No. 17333, FCC 68-658, 13 Rad. Reg. 2d (P & F) 667, Decision, at ¶ 24. ("Manifestly, the phrase [telephone exchange service] is intended primarily to apply to a telephone or comparable service involving 'intercommunication,' *i.e.*, a two-way communication, not the one-way transmission of signals which takes place with respect to CATV channel service".).

[60] *Offshore Tel. Co.*, 3 FCC Rcd. 4137, 4142 (1988); see also *BellSouth Louisiana II Order*, 13 FCC Rcd. at 20621 (noting that telephone exchange service involves "a central switching complex which interconnects all subscribers within a geographic area"); *see also General Tel. Co. of Cal.*, 13 FCC 2d 448, 460, ¶ 24 (1968) ("Manifestly, the phrase [telephone exchange service] is intended primarily to apply to a telephone or comparable service involving 'intercommunication,' *i.e.*, a two-way communication, not the one-way transmission of signals which takes place with respect to CATV channel service".).

[61] *Midwest Corp.* involved a one-way television service used by commercial and institutional subscribers for the simultaneous reception of specialized communications. *Midwest Corp.* 53 FCC 2d at 300, ¶ 10. *Cox Cable Communications* involved digital transmission services (DTS) offered on a non-switched basis to particular institutions and private businesses, rather than services offered to the public indiscriminately. Unlike non-switched, private line type services, DSL-based services involve packet switching, which allows DSL subscribers to communicate with any other subscriber on the packet-switched network. In addition to the services being offered over private lines, the cases cited by U S WEST involved factual

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communications between two or more designated points are set aside for the exclusive use or availability of a particular customer and authorized users during stated periods of time."[62] The xDSL-based services we consider in the instant proceeding function differently than private line services. Although an xDSL-based advanced service subscriber typically will predesignate the ISP or third party to whom his or her high-speed data transmissions are directed, the customer may, with relative ease, designate that his or her traffic be directed to a different ISP or third party. Changing the destination of the permanent virtual connection (PVC) can be done administratively, without disconnecting the customer's service.[63] Customers subscribing to private line service, in contrast, may communicate only between those specific, predetermined points set aside for that customer's exclusive use. If a private line customer wishes to communicate with a second end-point, the customer (unlike a xDSL-based advanced service subscriber) must order another private line. Similarly, if the customer wishes to have only one private line, the customer must have the first line disconnected. Thus, other than the fact that both services involve an initial connection between an end-user and a service provider, xDSL-based advanced services are readily distinguishable from private line service in ways critical to our application of the "telephone exchange service" classification.[64]

26. We recognize that, in the *GTE ADSL Tariffing Order*, the Commission noted that a dedicated connection between an end-user and a service provider's point of presence is similar to private line service.[65] We do not find, however, that such an observation is relevant with respect to determining whether services that employ xDSL

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circumstances substantially different from those here. *Offshore Telephone*, for example, involved a dispute relating to pre-divestiture toll sharing, in which Offshore, a specialized radio communications carrier, complained that AT&T had engaged in unlawful discrimination by refusing to enter into toll sharing arrangements with Offshore while, at the same time, extending such arrangements to local exchange carriers. The Commission found that Offshore had failed to prove that it was a local exchange carrier and, therefore, was not similarly situated with local exchange carriers participating in the toll sharing. The Commission found it relevant that: (1) "Offshore's subscribers were a limited group of specialized business customers that used dedicated private lines to make long distance calls to and from offshore rigs and platforms;" (2) Offshore was not certified as a local exchange carrier; (3) Offshore classified its revenues as private line service revenues derived from interstate toll, not "local service revenues;" and (4) Offshore did not itself provide exchange switching. *Offshore at ¶ 11.* In contrast the record in the instant proceeding indicates that providers of xDSL-based services are certified as local exchange carriers and serve a broad base of customers. *See e.g.*, MGC Communications Comments at 1; DSLnet Comments at 2. Moreover, such carriers typically have deployed their own packet-switched networks and use their own facilities to route their subscribers' communications.

[62] 47 C.F.R. § 21.2.

[63] *See* Joint CLEC Commenters Comments at 9 (noting that setting up a PVC between two end points is a keyboard operation that takes seven minutes or less).

[64] *See* Joint CLEC Commenters Comments at 9 n.8 (stating that, unlike private line service, an end-user with a PVC targeted to one location may use that link to reach any other end user in that network).

[65] *GTE ADSL Tariffing Order* 13 FCC Rcd at 22478, ¶ 25.

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technology may constitute telephone exchange service within the meaning of the Act. Rather, the key criterion for determining whether a service falls within the scope of the telephone exchange service definition is whether it permits "intercommunication." As noted above, in this regard, xDSL-based advanced service and private line service are distinguishable in that xDSL-based services permit intercommunication and private line services do not.

27. The final requirement in section 3(47)(A) is that telephone exchange services be covered by "the exchange service charge."[66] Although this term is not defined in the Act or the Commission's rules we glean its meaning from the context in which the phrase is used. We agree with those commenters who argue that the phrase implies that an end-user obtains the ability to communicate within the equivalent of an exchange area as a result of entering into a service and payment agreement with a provider of a telephone exchange service.[67] Specifically, we concur with AT&T that the "covered by the exchange service charge" clause comes into play only for the purposes of distinguishing whether or not a service is a local (telephone exchange) service, by virtue of being part of a "connected system of exchanges," and not a "toll" service.[68] Any other interpretation would confer upon LECs the ability to remove services at will from the definition of "telephone exchange services" simply by calling charges for these services something other than "exchange service charges" on their bills. We thus find that any charges that a LEC assesses for originating and terminating xDSL-based advanced services within the equivalent of an exchange area would be covered by the "exchange service charge."

28. We thus reject U S WEST's contention that, because the price of xDSL-based services is not included within the price of basic local telephone service, such services are not covered by "the exchange service charge." Indeed, we note that, in a competitive environment, where there are multiple local service providers and multiple services, there will be no single "exchange service charge."[69] We further note that, if a service otherwise satisfies the telephone exchange service definition, a LEC has the option of including the price of that service within the price it charges consumers for basic local telephone service. The fact that U S WEST, or any other LEC, chooses to list the charge for basic local telephone service and xDSL-based advanced service separately

[66] 47 U.S.C. § 3(47)(A).

[67] The Webster's Third New International Dictionary defines the verb to "subscribe" as "to agree to take and pay for something (as stock) by signing one's name to a formal agreement." A subscriber is defined as "one that subscribes." WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY (1971 ed.); *see also In* the Matter of Application by SBC Communications, Inc., Pursuant to Section 271 *of the Communications* act of 1934, As Amended, To Provide In-region, InterLATAa Services in Oklahoma, CC Docket No. 97-121, FCC 97-228, 12 FCC Rcd. 8685 (rel. June 26, 1997) (concluding that the term "subscribers," as used in section 3(47)(A) suggests that persons receiving the service pay a fee).

[68] See AT&T Comments at 11, n. 11.

[69] *See* Level 3 Communications Comments at 5.

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on end-users' bills is not relevant to a determination of whether the price for the xDSL-based advanced service offering is covered by the exchange service charge.

(b) Section 3(47)(B)

29. We conclude that a service falls within the scope of section 3(47)(B) if it permits intercommunication within the equivalent of a local exchange area and is covered by the exchange service charge. In setting forth the types of services that may fall within the scope of section 3(47)(B), Congress determined, as an initial matter, that such services must be "comparable" to the services described in section 3(47)(A). Although the term "comparable" is not defined in the Act, it is generally understood to mean "having enough like characteristics and qualities to make comparison appropriate."[70] The xDSL-based advanced services at issue here, when they originate and terminate within an exchange area, satisfy the statutory definition of telephone exchange service under clause (B) of section 3(47) as well, and that clause provides an alternative basis for our conclusion that these services may constitute telephone exchange services. We note that neither the statutory text nor the legislative history accompanying section 3(47)(B) provides guidance on which characteristics and qualities must be present in order for a service to fall within the scope of section 3(47)(B). In these circumstances, we presume that Congress sought to provide the Commission with discretion in determining whether a particular telecommunications service is sufficiently "comparable" to the services described in section 3(47)(A) to constitute telephone exchange service within the meaning of the Act.[71]

30. We agree with U S WEST that the term "comparable," as used in section 3(47)(B), means that the services described therein share some of the same characteristics and qualities as the services described in section 3(47)(A). Because we find that the term "comparable" means that the services retain the key characteristics and qualities of the telephone exchange service definition under subparagraph (A), we reject the argument that subparagraph (B) eliminates the requirement that telephone exchange service permit "intercommunication" among subscribers within a local exchange area. As prior Commission precedent indicates, a key component of telephone exchange service is "intercommunication" among subscribers within a local exchange area.[72]

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[70] WEBSTER'S THIRD INTERNATIONAL DICTIONARY (1976); *see also* MCI Comments at 18; Sprint Comments at 4; U S WEST Brief at 24.

[71] *See United States v. Haggar Apparel Company*, 119 S.Ct. 1392, 1400 (1999) ("Here Congress has authorized the agency to issue rules so that the [statute] may be applied to unforeseen situations and changing circumstances in a manner consistent with general intent."); *see also* RCN Telecom Comments at 5-6; Level 3 Comments at 6.

[72] If section 3(47)(B) were interpreted as eliminating an "intercommunication" requirement, private line services would fall squarely within the definition of telephone exchange service, thus subjecting private line carriers to regulation as LECs. We do not find that, by amending the statute, Congress intended to extend the telephone exchange definition to encompass carriers that historically have been excluded from common carrier regulation. Indeed, in this regard, we agree with U S WEST that section 3(47)(B) was intended to expressly encompass the provision of telephone exchange service over facilities separate from the public switched network, such as packet-switching. Section 3(47)(B) provides, for example, that the

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31. We reject U S WEST's contention, however, that section 3(47)(B) is limited to services that are "market substitutes" for two-way switched voice service. We recognize that, in the *Local Competition Order*, the Commission determined that section 3(47)(B) includes cellular and other wireless services because such services provide two-way voice communication that could "become...true economic substitute[s]" for traditional two-way switched voice services. Contrary to U S WEST's contention, however, the Commission never suggested that the telephone exchange service definition is limited to voice services or that substitutability is a necessary criterion for determining whether a particular telecommunications service falls within the scope of section 3(47)(B). We note however that xDSL-based services, in fact, are being used to replace local dial-up traffic to ISPs and third parties.

32. Other provisions in the Act support a conclusion that, although the services described in subsection (A) and subsection (B) of the telephone exchange service share some of the same characteristics and qualities, they are not necessarily identical services. Section 271, in particular, states that, in order for a BOC to obtain authorization to provide in-region, interLATA service, it must demonstrate that it is providing access and interconnection to "one or more unaffiliated competing providers" of the type of telephone exchange service described in section 3(47)(A) to residential and business subscribers. A BOC does not satisfy the requirements of section 271 on the basis of a competing provider of the type of services described in section 3(47)(B). Congress's decision to specifically limit section 271 authorization to the types of services described in section 3(47)(A) suggests that, while the services described in subsection (B) and subsection (A) share similar qualities, they are not necessarily identical service offerings.

B. xDSL-Based Services May Be Classified as Exchange Access

1. Background

33. The next question we address is whether, and under what circumstances, xDSL-based advanced services may be classified as exchange access under the Act. As we have previously found in the *Reciprocal Compensation Order*, xDSL-based advanced services that are used to connect ISPs with their subscribers to facilitate Internet bound traffic typically constitute exchange access service because the call initiated by the subscriber terminates at Internet websites located in other exchanges, states, or foreign countries.[73] The mechanics of the Internet bound call are critical to our determination

services described therein may be provided "through a system of switches, transmission equipment, or *other facilities* (or combination thereof)."

[73] *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-Carrier Compensation for ISP-Bound Traffic*, CC Docket Nos. 96-98 and 99-68, , Declaratory Ruling and Notice of Proposed Rulemaking, 14 FCC Rcd 3689 (1999)("*Reciprocal Compensation Order*"). In reaching the determination that calls to ISPs are typically exchange access, the Commission rejected the contention that ISP-bound traffic consists of "two calls," one of which typically originates and terminates within an exchange area, because "'*both court and Commission decisions* have considered the end-to-end nature of the communications more significant than the facilities used to complete such communications'." Id. at ¶11(citations omitted). The Commission explained that it has consistently "rejected attempts to

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that the xDSL-based advanced service provided by the local exchange carrier indeed is exchange access. For that reason, we briefly review the manner in which the call is executed.

34. An ISP is an entity that provides its customers with the ability to obtain a variety of on-line information through the Internet. However, ISPs typically own no telecommunications facilities. In order to provide those components of Internet access services that involve information transport, ISPs lease lines, and otherwise acquire telecommunications, from telecommunications providers - - LECs, CLECs, IXCs and others.[74] ISP's purchase use of analog and digital lines from LECs to connect to their dial-in subscribers. Under one typical arrangement, an ISP customer dials a seven-digit number to reach the ISP server in the same local calling area. To provide transport within its network, the ISP may purchase interexchange telecommunications services from telecommunications carriers, and for transport beyond its network, the ISP either purchases additional interexchange telecommunications from telecommunications carriers, or makes arrangements to interconnect its leased facilities with one or more Internet backbone providers.[75] Thus, the information service is provisioned by the ISP "via telecommunications" including interexchange telecommunications although the Internet service itself is an "information service" under section 3(2) of the Act, rather than a telecommunications service.[76]

2. Discussion

35. The issue we address here is whether xDSL-based services may constitute

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divide communications at any intermediate points of switching or exchanges between carriers," id. at ¶10 - 11, citing *BellSouth MemoryCall* (rejecting the argument that a call answered by a voice mail service should be treated as a call to the number dialed followed by an information service call from that number to the voice mail address); *Teleconnect* (rejecting the argument that Teleconnect's 800 service should be treated as a call to Teleconnect followed by a call from Teleconnect to the number dialed); *Southwestern Bell* (rejecting the argument that a credit card call should be treated as a call from the card user to an interexchange carrier followed by a second call). *See Petition for Emergency Relief and Declaratory Ruling Filed by BellSouth Corporation*, 7 FCC Rcd 1619 (1992)("*BellSouth MemoryCall*"); *Teleconnect Co. v. Bell Telephone Co. of Penn.*, E-88-83, 10 FCC Rcd 1626 (1995)("*Teleconnect*"), *aff'd sub nom. Southwestern Bell Tel. Co. v. FCC*, 116 F.3d 593 (D.C. Cir. 1997); and *In the Matter of Southwestern Bell Tel. Co.*, CC Docket No. 88-180, Order Designating Issues for Investigation, 3 FCC Rcd 2339, 2341 (1988) ("Southwestern Bell")

[74] See Federal – State Joint Board on Universal Service, CC Docket No. 96-45, *Report to Congress*, 13 FCC Rcd at 11540, ¶ 81 (1998)(hereinafter "Universal Service Report to Congress").

[75] Id. at 13 FCC Rcd 11532-11533, ¶ 66.

[76] Id. at 11536, ¶73. In fact, a service would not satisfy the definition of "information service" unless it had an underlying "telecommunications" component. Further, the telecommunications inputs underlying Internet services are subject to the universal service contribution mechanism. As the Commission has previously explained, "Companies that are in the business of offering basic interstate telecommunications functionality to end users are 'telecommunications carriers,' and therefore are covered under the relevant provisions of sections 251 and 254 of the Act. Id. at ¶105

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exchange access under the Act. This question arises primarily in the context of services provided to ISPs to facilitate their provision of Internet access services. Applying the definitions contained in section 3 of the Act, we conclude that the service provided by the local exchange carrier to the ISP is ordinarily exchange access service because it enables the ISP to transport the communication initiated by the end-user subscriber located in one exchange to its ultimate destination in another exchange, using both the services of the local exchange carrier and in the typical case the telephone toll service of the telecommunications carrier responsible for the interexchange transport.[77]

36. We evaluate two relevant definitions contained in the Act. Section 3(16), a new provision of the Act, defines "exchange access" as the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of *telephone toll service*." (emphasis added) Section 3(48), which was in the original Act, in turn defines "telephone toll service" as "telephone service between stations in different exchanges for which there is made a separate charge."[78] We conclude that because the local exchange carrier provides access permitting the ISP to complete the transmission from its subscriber's location to a destination in another exchange using the toll service it typically has purchased from the interexchange carrier, the access service provided by the local exchange carrier is for the "origination or termination of telephone toll service" within the meaning of the statutory definition. In reaching this conclusion, we further find that the interexchange carrier that provides the interexchange telecommunications to the ISP charges the ISP for those telecommunications and that charge is separate from the exchange service charge that the ISP or end user pays to the LEC. As a result, the "separate charge" requirement of section 3(48) is satisfied with respect to the underlying interexchange telecommunications.

37. We therefore reject the argument of those commenters who suggest that the *only* service originated or terminated by the local exchange carrier, when it provides access to the ISP, is an information service.[79] We previously rejected a similar argument in the *Universal Service Report to Congress*, where we held that carriers that offer basic interstate telecommunications functionality to end users (such as ISP subscribers) are

[77] These services are "telephone exchange service" when they originate and terminate within an exchange area and "exchange access" when they originate in one exchange and terminate in another. In the *Reciprocal Compensation Order*, we stated that ISPs are "users of access service." *Reciprocal Compensation Order at ¶17.* We did not mean to suggest there that calls involving ISPs are never "telephone exchange service." To the contrary, we expressly recognized that "ISP-bound traffic is jurisdictionally mixed" (*id.* at ¶19). In concluding in the *Reciprocal Compensation Order* that ISP-bound traffic is not subject to section 251(b)(5), we were focusing on the "substantial portion of Internet traffic" that "involves accessing interstate or foreign websites" (*id.* at ¶18). In particular, we rejected the argument that ISP-bound traffic must be subject to section 251(b)(5) because *all* ISP-bound traffic allegedly consists of "two calls." Consistent with Commission precedent, in the *Reciprocal Compensation Order* we rejected the "two-call" argument and determined that a call from an end users subscriber to an Internet destination constitutes but a single call. *See supra, note 69.*

[78] 47 U.S.C. §(3)(48).

[79] SBC Comments at 9; GTE Reply Comments at 8.

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"telecommunications carriers" covered by the relevant provisions of section 251 and 254 of the Act "regardless of the underlying technology those service providers employ, *and regardless of the applications that ride on top of their services.*"[80] In other words, even though the access provided to the ISP by the local exchange carrier facilitates the delivery of an information service because of the "applications that ride on top" of the telecommunications service, that same access necessarily facilitates the origination of the underlying telephone toll service used to transport the ISP's Internet access service. Therefore, while some commenters object that the LECs' services cannot be "exchange access" because there is no origination and termination of traffic to and from a telecommunications carrier, their argument fails whenever the ISP effectuates its transmission using the telephone toll service of a telecommunications carrier, as it generally does.

38. We recognize that this analysis with respect to "exchange access" does not by its terms cover traffic jointly carried by an incumbent LEC and a competitive LEC to an ISP where the ISP self-provides the transport component of its internet service. We leave for another day the question of whether the LEC-provided portion of such traffic (which we believe to be rare) falls within the definition of "exchange access" in section 3(16) and whether, as a result, the incumbent LEC would be subject to the interconnection obligations of section 251(c)(2) with respect to such traffic. We find, however, that even if such traffic traveling over the facilities of an incumbent LEC and a competitive LEC to an ISP falls outside the scope of section 3(16) and is not covered by section 251(c)(2), the ILEC would nevertheless be subject to interconnection obligations imposed by section 251(a) and (to the extent that the service is interstate) section 201(a). Moreover, we note that, to the extent that the LEC-provided portion of such traffic may not fall within the definition of "exchange access," the predominantly inter-exchange end-to-end nature of such traffic nevertheless renders it largely non-local for purposes of reciprocal compensation obligations of section 251(b)(5). In light of our authority to require interconnection under sections 201(a) and 251(a) even in the ISP self-provisioning context, we expect incumbent LECs to continue providing interconnection to competitive LECs without imposing tariff, certification or other requirements on competitive LECs requesting interconnection. We encourage parties alleging the imposition of such requirements to file complaints pursuant to section 208 of the Act.

39. We also reject US WEST's argument that xDSL-based advanced services are not encompassed within the definition of exchange access because such services may not connect one "telephone" to another.[81] US WEST argues that because "telephone toll service" is defined as "*telephone* service *between stations* in different exchange," use of computers or other facilities than telephones as "stations" should remove a service from the classification of telephone toll service. Based on this premise, US WEST further argues that "telephone toll service" should be narrowly construed and that only ordinary telephone to telephone long distance calling can be classified as telephone toll service. We reject these contentions for several reasons.

[80] *Universal Service Report to Congress*, 13 FCC Rcd at 11520, ¶ 39.

[81] US WEST Comments at 8.

40. First, nothing in the Act or legislative history equates the term "station" with any particular type of facility. As several commenters point out, Commission precedent supports the conclusion that the term "station" in section 3(48) refers to *any* device used by an end-user to receive and terminate telecommunications.[82] For example, long distance facsimile transmissions (which clearly involve data) have long been considered telephone toll service; yet those transmissions often are effectuated without the use of a "telephone" device. Rather, as with computers, the facsimile machine is plugged into a telephone jack, and then uses the phone wires for the transmission. US WEST's argument ignores this longstanding precedent. Moreover, a narrow, technology-specific interpretation of the term "station" is not articulated in the Act itself and would be at odds with its "technology neutral" objectives.[83] US WEST would ask us to conclude that Congress intended to ignore the fact that facilities and equipment used to provide telecommunications services evolve over time. We conclude that US WEST's interpretation is neither a "plain meaning," as it asserts, nor, in our view, a reasonable interpretation.

41. Similarly, we reject US WEST's assertion that "telephone service" is limited to voice communications.[84] The local switched network has been used for the origination and termination of interstate data communications for many years. As noted above, the network has long been used to transmit facsimile communications, which are data communications. In fact, in its arbitration with e-spire before the Arizona Corporation Commission, US WEST acknowledged that it is offering the equivalent of exchange access when it permits access to its network for the origination or termination of interstate frame relay services.[85] Similar to xDSL-based services, frame relay service is a high-speed packet switching technology that is used to transmit digital data.[86]

42. We recognize that we did hold, in the *Non-Accounting Safeguards Order*, that ISPs do not receive "exchange access services in connection with their provision of

[82] In addition, Part 68 of the Commission's rules adopts an expansive interpretation of equipment connected to the Public Switched Telephone Network to included a broad array of customer premesis equipment in addition to analog telephones. *See e.g.*, 47 C.F.R. 68.308; Paradyne Corporation Petition for Waiver of the Signal Power Limitations contained in Section 68.308(e) of the Commission's Rules, *Order*, File Nos.: NSD-L-98-93, DA 99-599 (rel. March 29, 1999). *See* CoreComm Comments at 8; Rhythms Comments at 6.

[83] *See* Federal State Joint Board on Universal Service, *Report and Order*, 12 FCC Rcd. 8776, 8802-8803 (noting the importance of competitive and technological neutrality to promote competition).

[84] US WEST Comments at 8.

[85] *See* US WEST Communications, Inc. Reply Memorandum in Support of its Proposed Amendment Language, Arizona Corporation Commission Docket No. T-0321A-989-0406 (filed May 6, 1999) at 3.

[86] See In the Matter of Independent Data Communications Manufacturers Ass'n, Inc. Petition for Declaratory Ruling that AT&T's InterSpan Frame Relay Service is a Basic Service and AT&T Co. Petition for Declaratory Ruling that All ISCs be Subject to the ommission's Decision on the IDCMA Petition, DA 95-2190, 10 FCC Rcd 13717 (1995) (*Frame Relay Order*) at para 6.

unregulated information services because of their status as non-carriers."[87] However, that Order constitutes a departure from other Commission precedent on this matter. In a contemporaneous Commission decision, the *Local Competition Order*, we specifically stated that, although "[t]he vast majority" of exchange access service purchasers are telecommunications carriers, non-carriers "do occasionally purchase" such services.[88] In fact, when the *Non-Accounting Safeguards Order* was issued, the question of whether an xDSL-based service offering directed at ISPs could be "exchange access" or "telephone exchange service" was not before the Commission. Indeed, such service was first offered more than a year after release of that Order.

43. On a more complete record in this proceeding, we correct the inconsistency in our prior orders and overrule the determination made in the *Non-Accounting Safeguards Order* that non-carriers may not use exchange access and affirm our determination in the *Local Competition Order* that non-carriers may be purchasers of those services. We find that this conclusion is consistent with the Commission's longstanding characterization of the service that LECs offer to enhanced services providers (which include ISPs) as exchange access. In *MTS and WATS Markets Structure Order*, the Commission held that "[a]mong the variety of users of access service are...enhanced service providers."[89] As recognized in that case, the Commission has always required LECs to offer access services to parties that may not be common carriers.[90] Similarly, we noted in the *Amendment of Part 69 of the Commission's Rules Relating to Enhanced Service Providers* that enhanced service providers use "exchange access service"[91] More recently, in *the GTE ADSL Tariffing Order*, we noted that "[t]he Commission traditionally has characterized the link from an end user to an ESP as an interstate access service."[92]

44. These holdings comport with the conclusion in *the Local Competition Order* that non-carriers may purchase exchange access services.[93] This historical treatment properly serves as a lens through which to view Congress's intent in codifying a definition of "exchange access" in the 1996 Act.[94] Nothing in the new definition of the

[87] *Implementation of the Non-Accounting Safeguards of Section 271 and 272 of the Communications Act of 1934*, First Report and Order and Further Notice of Proposed Rulemaking, 11 FCC Rcd 21905 (1996).

[88] *Local Competition Order*, 11 FCC Rcd at 15934-35, ¶ 873.

[89] *MTS and WATS Markets Structure Order*, 97 FCC 2d at 711, ¶ 78.

[90] *Id.*

[91] 2 FCC Rcd at 4305, ¶ 2, 4306, ¶ 7; *see also* 3 FCC Rcd at 2631, ¶ 2 (referring to "certain classes of exchange access users, including enhanced service providers").

[92] *GTE ADSL Tariffing Order*, 13 FCC Rcd at 22478, ¶ 21.

[93] *Local Competition Order*, 11 FCC Rcd at 15934-35, ¶ 873.

[94] *See, e.g., Goodyear Atomic Corp. v. Miller*, 486 U.S. 174, 184-85 (1988)("We generally assume that

Act or in its history suggests that Congress intended to narrow, for the first time, the availability of exchange access service to certain telecommunications service providers. For these reasons, we overrule our statements in the *Non-Accounting Safeguards Order* that non-carriers may not use exchange access, which we find to be inconsistent with our own precedent, and with the structure of the Act.

45. Finally, we reject U S WEST's contention that including DSL-based advanced services within the definition of "exchange access" would be inconsistent with the Commission's prior determination that such services constitute "special access." Rather, we find that, with respect to access to the local network for the purpose of originating or terminating an interexchange communication, any service that otherwise constitutes "special access" also falls within the definition of "exchange access." We note that "special access" refers to a dedicated path between an end-user and a service provider's point of presence.[95] We agree that special access, which provides access to the exchange through dedicated facilities, is different than switched access, which provides access to the exchange using switches. Both forms of access, however, provide access to exchange facilities, which is the pertinent point under the statutory definition of "exchange access."

C. "Information Access Service" is Not a Statutory Classification Separate and Distinct from Telephone Exchange Service and Exchange Access

46. US WEST contends that it is not subject to section 251(c) for its provision of xDSL-based advanced services because such services are "information access" services, which it considers a category distinct from both "telephone exchange services" and "exchange access" services.[96] US WEST argues that the category of "information access" in the Modification of Final Judgement (MFJ) should be extended to the Communications Act, notwithstanding that "information access" is not a defined term under the Act, and is cross-referenced in only two transitional provisions. SBC and GTE join US West's argument that advanced services are "information access," which they assert is a category of service distinct from telephone exchange or exchange access under the Communications Act.[97] A number of parties question whether Congress intended to establish "information access" as a separate category of services that are not subject to section 251 requirements.[98] We disagree with US WEST and the commenters who argue that information access services are a separate category of services not subject to section

Congress is knowledgeable about existing law pertinent to the legislation it enacts.").

[95] *GTE ADSL Tariffing Order* 13 FCC Rcd at 22478, ¶ 24.

[96] US WEST Comments at 8.

[97] SBC Comments at 8; GTE Comments at 8-11.

[98] AOL Reply Comments at 11; CoreComm Comments at 13, n.35; RCN Comments at 5-6; MCI WorldCom Comments at 14-16; Level 3 Comments at 8-9; Focal Comments at 10-11.

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251(c). For the reasons set forth below, we decline to find that information access services are a separate category of services, distinct from, and mutually exclusive with, telephone exchange services or exchange access services.

47. Although Congress made a number of changes to the definitional provisions of the Act in the 1996 Act it did not include a definition for the term "information access." That omission is not surprising in light of the fact that this term is referenced only twice in the Act, and only for the purposes of transitioning from the MFJ. In contrast, the 1996 Act did provide for new or modified definitions of several terms critical to the statute, including both "exchange access" and "telephone exchange service," terms that appear throughout the Act. The term "information access" first appears in sections 251(g). That provision is a transitional enforcement mechanism that obligates the incumbent LECs to continue to abide by equal access and nondiscriminatory interconnection requirements of the MFJ when such carriers "provide exchange access, information access and exchange services for such access to interexchange carriers and information service providers...." Because the provision incorporates into the Act, on a transitional basis, these MFJ requirements, the Act uses the MFJ terminology in this section.[99] However, this provision is merely a continuation of the equal access and nondiscrimination provisions of the Consent Decree until superseded by subsequent regulations of the Commission.[100]

48. The reference to "information access" in section 274(h)(2)(A) adds little more to US West's argument. That section states that the term "electronic publishing," which section 274 prohibits BOCs form providing for four years, does not include "information access" as defined in the MFJ. The cross-reference to the MFJ reflects the fact that although a BOC would be precluded for a time from engaging in electronic publishing, that prohibition would not encompass other offerings related to information services, including "information access," that otherwise were permitted by the divestiture court. Yet again, in this transitional four-year provision, Congress was merely reconciling certain aspects of the MFJ with the new law. Equally significant, nothing in this provision suggests that "information access" is a category of services mutually exclusive with exchange access or telephone exchange service.

49. For the reasons set forth above, we find that the requirements Congress set forth in section 251 apply to incumbent LECs providing xDSL-based advanced services

[99] In addition to our disagreement with US WEST as to the significance of the MFJ terminology, we question US WEST's underlying premise that the MFJ court considered "information access" to be a category separate and distinct from telephone exchange services and exchange access. In that regard, we note that the MFJ itself defined information access as "the provision of specialized exchange telecommunications services by a BOC in an exchange area...," thus indicating that information access was but a subcategory of a broader category of services. *See United States v. American Tel. & Tel. Co.*, 552 F. Supp. 131 (D.D.C 1982), *aff'd sub nom. Maryland v. United States*, 460 U.S. 1001 (1983).

[100] *See, e.g. United States v. Western Electric Co.*, 741 F.Supp. 1,3 (D.D.C. 1988) ("All information services are provided directly via the telecommunications network. The Operating Companies would therefore have the same incentives and the same ability to discriminate against competing information service providers that they would have with respect to competing interexchange carriers").

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and that these services are either telephone exchange or exchange access.

IV. ORDERING CLAUSES

50. Accordingly, IT IS ORDERED that, pursuant to the authority contained in Sections 1-4, 7, 10, 201-205, 251-254, 256, 271, and 303(r) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154, 157, 160, 201-205, 251-254, 256, 271, and 303(r), this *Order on Remand* IS ADOPTED.

51. IT IS FURTHER ORDERED that the Commission's holding in its *Advanced Services Opinion and Order*, that incumbent local exchange carriers are subject to the obligations imposed by section 251 of the Communications Act in connection with the offering of advanced services that employ packet switching or other specific technologies such as digital subscriber line technologies, IS AFFIRMED except to the extent that the Commission has deferred a determination on the narrow question set forth in paragraph 38.

FEDERAL COMMUNICATIONS COMMISSION

Magalie Román Salas
Secretary

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Appendix A

List of Commenters in CC Docket No. 98-147

Comments:

Advanced Telcom Group, et al.
AT&T Corp.
CDS Networks, Inc.
CoreComm Limited
Covad Communications Company
DSLnet Communications, LLC
Focal Communications Corporation, et al.
General Services Administration
GTE Service Corporation
Level 3 communications
MCI WorldCom, Inc.
Mindspring Enterprises, Inc.
Northpoint Communications, Inc.
Prism Communications Services
Rhythms Netconnections Inc.
SBC Communications Inc.
Sprint Corporation
Telecommunications Resellers Association
U.S. West Communications, Inc.

Reply Comments:

America Online, Inc.
AT&T Corp.
Cable & Wireless USA, Inc.
Competitive Telecommunications Association
DLSnet Communications, LLC
GTE Service Corporation
GVNW Consulting, Inc.
ICG Communications, Inc.
Level 3 Communications, LLC
MCI WorldCom, Inc.

NARUC
Network Access Solutions Corporation
Northpoint Communications, Inc.
Prism Communications Services, Inc.
RCN TeleCom Services, Inc., et al.
Rhythms Netconnections Inc.
SBC Communications Inc.
U.S. West, Inc.
USTA
Williams Communications, Inc.

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STATEMENT OF COMMISSIONER HAROLD FURCHTGOTT-ROTH APPROVING IN PART & DISSENTING IN PART

Re: Deployment of Wireline Services Offering Advanced Telecommunications Capability, Order on Remand, CC Docket Nos. 98-147, 98-11, 98-26, 98-32, 98-78, 98-91.

I agree with the Commission's decision that US WEST is an incumbent local exchange carrier and may not avoid the obligations imposed by section 251(c)(3) when providing advanced services. I also agree with its conclusion that "information access service" is not a statutory classification separate and distinct from telephone exchange service and exchange access. I cannot, however, approve of the Commission's conclusions that advanced services are either telephone exchange service or exchange access, and I dissent from this aspect of its order.

The statute supplies two definitions of "telephone exchange service." It is either a "service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge," or it is a "comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service." 47 U.S.C. § 3(47). Exchange access means "the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services." *Id.* § 3(16).

At the outset, I recognize that these definitions are hardly models of clarity. They incorporate terms better suited to the traditional circuit-switched network, some of which are left undefined in the statute, such as "telephone exchange," "intercommunicating," "the exchange service charge," "origination," and "termination."

Although I agree with the Commission that "telephone exchange service" is not limited to the provision of voice services, I do not think that all advanced services can necessarily be shoehorned into the definition of "telephone exchange service." In my view, some advanced services do not permit the type of "intercommunication" contemplated by section 3(47)(A).

For example, as the Commission acknowledges,[101] an end-user's communication using an xDSL-based service is with an Internet service provider ("ISP") or other third party to which the end-user subscribes. It is not with –and thus not in intercommunication with–other subscribers to a local telephone exchange network, or with subscribers on a different telephone exchange network, or even with the party to whom the end-user's Internet traffic is ultimately directed.

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[101] *See, e.g., supra* at para. 24 (noting that "a customer must designate the ISP or third party to whom his or her high-speed data transmissions are directed").

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Because communication with an advanced service such as xDSL is with and through an ISP, I find it difficult to classify such services as either telephone exchange service or access service. *First*, as I explained in the reciprocal compensation order, I believe that traffic to an ISP, whether dial-up traffic or provided through an advance service, terminates at a the ISP.[102] The so-called "two-call theory" was properly advanced by the Commission before January of this year and then improperly abandoned to provide a short-term remedy to reciprocal compensation issues. As I view local exchange traffic as terminating at an ISP, I consequently cannot view traffic subsequently routed by an ISP as part of a single call, or part of a telephone exchange service.

Second, the Commission has long held that an ISP is not a telecommunications carrier or telecommunications provider.[103] Thus, even under a single-call theory for ISP-bound traffic, it is hard to explain how traffic handled and routed by an ISP could, end-to-end, be an identifiable telecommunications service. How does one characterize the role and identity of the non-telecommunications ISP in a communication that it routes or delivers? This paradox applies for both dial-up traffic and traffic by means of advanced services.

Third, communications through ISPs do not in most instances "terminate" at the facilities of other subscribers. Rather, messages are stored at remote servers, in region or out of region, but not with the ultimate addressee. The addressee, in turn, retrieves the message from the remote server. All of the activities of sending, storing, and retrieving messages are conducted on facilities that the Commission has not suggested are associated with a particular telecommunications service, much less with a particular telephone exchange service or exchange access service.

Fourth, the current use of xDSL services appears fundamentally at odds with the concept of "intercommunication." The end-user cannot change the ISP to whom his high-speed data communications are directed without first disconnecting from that ISP and designating a replacement ISP. Whatever "intercommunication" is occurring in this scenario is between the end-user and the ISP, and I therefore do not think that the end-user is employing advanced services for "intercommunication" with other subscribers within the meaning of section 3(47)(A). Moreover, because the end-user is not

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[102] *See* Separate Statement of Commissioner Harold W. Furchtgott-Roth, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-Carrier Compensation for ISP-Bound Traffic*, 14 FCC Rcd. 3689 (1999).

[103] *See, e.g.*, Universal Service Report to Congress, 13 FCC Rcd 11501, 11522-23 (1998) (describing prior conclusions that ISPs do not to offer "telecommunications service" and thus are not "telecommunications carriers").

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"intercommunicating" with other subscribers, I do not agree that advanced services can be deemed "comparable services" under section 3(47)(B).

For similar reasons, I do not believe that advanced services may be classified as "exchange access," which the statute defines as the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services. 47 U.S.C. § 3(16). In the first place, I do not see how an xDSL-based communication is used in the origination or termination of a "telephone toll service," which is a "telephone service between stations in different exchange areas for which there is made a separate charge not include in contracts with subscribers for exchange access," *Id.* §3(48). In any event, as indicated above, I disagree with the Commission's theory regarding the jurisdictional nature of Internet traffic. In my view, an xDSL-based communication to an ISP terminates with the ISP, and so such traffic is not properly classified as "exchange access."

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	CC Docket No. 96-45
Federal-State Joint Board on Universal Service	)	(Report to Congress)

REPORT TO CONGRESS

Adopted: April 10, 1998 **Released: April 10, 1998**

By the Commission: Chairman Kennard and Commissioners Ness, Powell and Tristani issuing separate statements; Commissioner Furchtgott-Roth dissenting and issuing a statement.

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51. Senators Stevens and Burns raise a substantial point. The conference committee's decision not to adopt language explicitly classifying services employing protocol processing as information services supports the inference that the conferees did not intend that classification. We note, however, that the House language, adopted by the conference committee, was derived from the MFJ, and that services employing protocol processing were treated as information services under the MFJ.[107] Furthermore, as noted above, services offering net protocol conversion appear to fall within the statutory language, because they offer a capability for "transforming [and] processing" information. In light of these considerations, we recognize that the issue of the regulatory treatment of protocol processing is a difficult one.

52. We find, however, little to no discussion of this issue in the record. Accordingly, we do not believe that we have an adequate basis for resolving this matter in this Report. Moreover, we believe that we need not resolve the issue in order to address the important issues raised by the Appropriations Act. The regulatory classification of protocol processing is significant to the provision of universal service only to the extent that it affects the appropriate classification of Internet access service and IP telephony. We find, however, for the reasons explained below, that Internet access services are appropriately classed as information services without regard to our treatment of protocol processing.[108] Similarly, our discussion of the regulatory status of phone-to-phone IP telephony is not affected by our resolution of the protocol processing issue.[109] The protocol processing that takes place incident to phone-to-phone IP telephony does not affect the service's classification, under the Commission's current approach, because it results in no net protocol conversion to the end user.[110] Finally, when a facilities owner provides leased lines to an Internet access or backbone provider, it does not provide protocol processing.

3. "Telephone Exchange Service" and "Local Exchange Carrier" Definitions

53. The 1996 Act redefined "telephone exchange service" to include not only "service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers interconnecting service of the character ordinarily furnished by a single exchange," but also "comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications

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[107] *See United States v. Western Electric Co.*, 673 F. Supp. 525 (D.D.C. 1987) (amending the MFJ to allow RBOCs to provide such services notwithstanding their classification as information services), 714 F. Supp. 1 (D.D.C. 1988) (same), *rev'd in part*, 900 F.2d 283 (D.C. Cir. 1990).

[108] *See infra* Section IV.D.2.

[109] *See infra* Section IV.D.3.

[110] *See supra* note 102.

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service."[111] It defined "local exchange carrier" to include "any person that is engaged in the provision of telephone exchange service or exchange access." The definition excludes persons "engaged in the provision of a commercial mobile service . . . except to the extent the Commission finds that such service should be included in the definition of such term."[112]

54. Our review indicates that the legislative history does not provide guidance on the meaning of these provisions. It appears from the legislative text that Congress' redefinition of "telephone exchange service" was intended to include in that term not only the provision of traditional local exchange service (via facilities ownership or resale), but also the provision of alternative local loops for telecommunications services, separate from the public switched telephone network, in a manner "comparable" to the provision of local loops by a traditional local telephone exchange carrier. The record contains very little discussion of these definitions. We do not believe, however, that the 1996 Act's modification of the "telephone exchange service" definition, or its addition of the "local exchange carrier" definition, undercuts the analysis we present in this Report.

IV. APPLICATION OF DEFINITIONS

A. Overview

55. We have been directed by Congress to describe in detail the application of the definitions considered in the previous section to "mixed or hybrid services."[113] Congress has also directed that we explain "the impact of such application on universal service definitions and support, and the consistency of the Commission's application."[114] Under the statute, all "telecommunications carriers" that provide interstate telecommunications services must contribute to federal universal service mechanisms, and any company that otherwise provides interstate telecommunications may be required to contribute. Companies that use other providers' telecommunications networks to provide the communications path underlying their own information services do not contribute directly, but they support universal service indirectly through the telecommunications services they purchase. We conclude that entities providing pure transmission capacity to Internet access or backbone providers provide interstate "telecommunications." Internet service providers themselves generally do not provide telecommunications. In those cases where an Internet service provider owns transmission facilities, and engages in data transport over those facilities in order to provide an information service, we do not currently require it to contribute to universal service mechanisms. We believe it may be appropriate to reconsider that result, as it would appear in such a case that the Internet service provider is furnishing raw transmission capacity to itself. Finally, we consider the regulatory status of various forms of "phone-to-phone IP telephony" service mentioned generally in the record. The record currently before us suggests that

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[111] 47 U.S.C. § 3(47).

[112] *Id.* § 3(26).

[113] Appropriations Act, § 623(b)(2).

[114] *Id.*

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we have explained above, we find that Congress intended to leave this general approach intact when it adopted the 1996 Act.

59. This functional approach is consistent with Congress's direction that the classification of a provider should not depend on the type of facilities used.[119] A telecommunications service is a telecommunications service regardless of whether it is provided using wireline, wireless, cable, satellite, or some other infrastructure. Its classification depends rather on the nature of the service being offered to customers. Stated another way, if the user can receive nothing more than pure transmission, the service is a telecommunications service. If the user can receive enhanced functionality, such as manipulation of information and interaction with stored data, the service is an information service. A functional analysis would be required even were we to adopt an overlapping definition of "telecommunications service" and "information service." If we decided that any offering that "included telecommunications" was a telecommunications service, we would need some test to determine whether the transmission component was "included" as part of the service. Based on our analysis of the statutory definitions, we conclude that an approach in which "telecommunications" and "information service" are mutually exclusive categories is most faithful to both the 1996 Act and the policy goals of competition, deregulation, and universal service.

60. We recognize that the question may not always be straightforward whether, on the one hand, an entity is providing a single information service with communications and computing components, or, on the other hand, is providing two distinct services, one of which is a telecommunications service. It is plain, for example, that an incumbent local exchange carrier cannot escape Title II regulation of its residential local exchange service simply by packaging that service with voice mail.[120] Since *Computer II*, we have made it clear that offerings by non-facilities-based providers combining communications and computing components should always be deemed enhanced.[121] But the matter is more complicated when it comes to offerings by facilities-based providers. We noted recently in the *Universal Service Fourth Order on Reconsideration*, considering a related question, that "[t]he issue is whether, functionally, the consumer is receiving two separate and distinct services."[122]

C. Background on Internet Services

[119] *See* 47 U.S.C. § 3(46) (defining "telecommunications service" to include "the offering of telecommunications for a fee directly to the public . . . regardless of the facilities used").

[120] *See Frame Relay Order*, 10 FCC Rcd at 13722-23, paras. 40-46.

[121] *See, e.g., Computer II Phase II Recon. Order*, 3 FCC Rcd at 1153 n. 23; *Decreased Regulation of Certain Basic Telecommunications Services*, 2 FCC Rcd 645, 648, para. 21 (1987) (Notice of Proposed Rulemaking).

[122] *Fourth Order on Reconsideration*, at para. 282.

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks	)	EB Docket No. 06-119
	)	WC Docket No. 06-63
	)	
	)	
	)	

ORDER

Adopted: May 31, 2007 **Released: June 8, 2007**

By the Commission: Chairman Martin and Commissioners Copps, Adelstein, Tate and McDowell issuing separate statements.

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APPENDIX C – Final Regulatory Flexibility Analysis

I. INTRODUCTION

1. In this Order, we direct the Public Safety and Homeland Security Bureau (PSHSB) to implement several of the recommendations made by the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks (Katrina Panel). We further order PSHSB to report to us on its efforts three months from the date of release of this Order and nine months from the date of release of this Order. We also adopt rules requiring some communications providers to have emergency/back-up power and to conduct analyses and submit reports on the redundancy and resiliency of their 911 and E911 networks. Finally, we

extend limited regulatory relief from Section 272 of the Communications Act of 1934, as amended, accorded last year by the Wireline Competition Bureau (WCB).

II. BACKGROUND

2. Hurricane Katrina struck the Gulf Coast of the United States on Monday, August 29, 2005, causing extraordinary destruction to communications companies' facilities and communications services upon which citizens rely, in Alabama, Louisiana, and Mississippi. Hurricane Katrina knocked out more than three million customer phone lines in the region. The wireline telecommunications network sustained enormous damage – dozens of central offices and countless miles of outside plant were damaged or destroyed as a result of the hurricane or the subsequent flooding. Local wireless networks also sustained considerable damage – more than a thousand cell sites were knocked out of service by the hurricane. In the aftermath of the hurricane, more than thirty-five Public Safety Answering Points (PSAPs) were out of service, and some parishes in Louisiana remained without 911 or enhanced 911 (E911) service for weeks.[1]

3. In the aftermath of Hurricane Katrina, the Commission took a number of steps to assist the public safety community and the industry to restore communications. For example, the Commission staff reached out to industry to assess the status of their operations and coordinated with other federal agencies to address FCC licensees' needs with respect to restoration of their systems. In addition, the Commission instituted an expedited process of approving requests for Special Temporary Authority, waivers and other regulatory relief to FCC licensees.

4. In January 2006, Chairman Kevin J. Martin established the Katrina Panel pursuant to the Federal Advisory Committee Act, Public Law 92-463, as amended.[2] The mission of the Katrina Panel was to review the impact of Hurricane Katrina on communications infrastructure in the areas affected by the hurricane and to make recommendations to the Commission regarding ways to improve disaster preparedness, network reliability and communications among first responders such as police, fire fighters, and emergency medical personnel.[3]

5. The Katrina Panel submitted its report on June 12, 2006. The Katrina Panel's report described the impact of the worst natural disaster in the Nation's history, as well as the overall public and private response and recovery efforts. The Commission's goal is to take the lessons learned from that disaster and build upon them to promote more effective, efficient response and recovery efforts, as well as heightened readiness and preparedness.

6. To accomplish this goal, the Commission issued a Notice of Proposed Rulemaking (*Notice*) on June 19, 2006 inviting comment on what actions the Commission

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[1] *See generally* Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, *Report and Recommendations to the Federal Communications Commission*, 5-31 (Katrina Panel Report); *see also* Federal-State Joint Board on Universal Service, Order, 20 FCC Rcd 16883, para. 2 (2005) (*Katrina USF Order*).

[2] 5 U.S.C. App. 2 (1988).

[3] *See* the Katrina Panel Charter *available at* http://www.fcc.gov/eb/hkip/HKIPCharter.pdf (last visited June 15, 2006); *see also* the Notice of Establishment of the Commission's Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, 71 Fed. Reg. 933 (2006).

should take to address the Katrina Panel's recommendations.[4] Noting that several of the Katrina Panel's recommendations involved Commission actions that were not dependent on a rulemaking or measures that may not fall within the Commission's statutory authority and jurisdiction, the *Notice* asked commenters to note what actions would fall within the Commission's statutory authority and jurisdiction, and what the Commission could do to encourage the appropriate entities to take action. The *Notice* also generally sought comment on whether, in adopting any of the Katrina Panel's recommendations, any additional safeguards should be implemented to limit disclosure of sensitive infrastructure information or commercial information to prevent exposing potential targets to wrongdoers and subjecting regulated entities to competitive harm. In addition, the *Notice* asked whether the Commission, in implementing the Panel's recommendations, should rely on voluntary consensus recommendations as advocated by the Panel or whether it should rely on other measures for enhancing readiness and promoting more effective response efforts. The *Notice* also sought comment on whether and how the Commission can assist organizations whose primary business is not communications (*e.g.*, hospitals, nursing homes, day care facilities, and so forth) with developing communications plans for an emergency.

7. On July 26, 2006, the Commission issued a Public Notice asking commenters to address the applicability of the Katrina Panel's recommendations to all types of natural disasters (*e.g.*, earthquakes, tornadoes, hurricanes, forest fires) as well as other types of incidents (*e.g.*, terrorist attacks, influenza pandemic, industrial accidents). The Public Notice also asked parties to address whether the Panel's recommendations are broad enough to take into account the diverse topography of our Nation, the susceptibility of a region to a particular type of disaster, and the multitude of communications capabilities a region may possess. The Commission received over 100 comments and reply comments in response to the *Notice*.

III. DISCUSSION

A. Preparation for Disasters

8. Readiness Checklists. The Katrina Panel recommended that the Commission work with and encourage each industry sector, through their organizations or associations, to develop and publicize sector-specific readiness recommendations. This recommendation further stated that "such a checklist should be based upon relevant industry best practices as set forth by groups such as the Media Security and Reliability Council ("MSRC") and the Network Reliability and Interoperability Council ("NRIC"). The Katrina Panel also stated that such checklists should include: (1) developing and implementing business continuity plans; (2) conducting exercises to evaluate business continuity plans and train personnel; (3) developing and practicing a communications plan to identify "key players" and multiple means of contacting them; and (4) routinely archiving critical system backups and providing for their storage in "secure off-site" facilities.[5]

[4] *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks*, Notice of Proposed Rulemaking, EB Docket No. 06-119, 21 FCC Rcd 7320 (2006) ("*Notice*").

[5] *Katrina Panel Report* at 31.

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9. Commenters generally supported the creation of voluntary sector-based readiness checklists with input from industry.[6] Some commenters specifically encouraged development by industry trade associations with encouragement from the Commission.[7] In fact, one such readiness checklist has already been developed for the telecommunications industry by the Alliance for Telecommunication Industry Solutions ("ATIS") Network Reliability Steering Committee ("NRSC").[8]

10. Testimony before the Katrina Panel revealed that industry sectors had not adequately prepared for a disaster of Hurricane Katrina's magnitude. We find that implementation of the Panel's recommendations in this area will improve the security and reliability of the Nation's communications infrastructure. Hence, we direct the Public Safety & Homeland Security Bureau to work with the industry to develop voluntary industry-sector readiness checklists to ensure that industry is better prepared for future disasters and emergencies, including an influenza pandemic. MSRC and NRIC best practices and other materials should serve as a foundation for developing these checklists. To ensure that the checklists take into account the needs of different types of companies, we direct the Bureau to reach out to a variety of trade organizations including those representing small communications companies. The Bureau should also publicize and promote implementation of the readiness checklists once developed, for example, by placing the readiness checklists on the Bureau's website and encouraging use of these checklists at summits and conferences.

11. Awareness Program on Alternative Technologies. In the *Notice*, we sought comment on the Katrina Panel's recommendation that we act to enhance the public safety community's awareness of non-traditional emergency alternative technologies that might be of value as back-up communications systems in a crisis. In particular, the Panel mentioned satellite systems and two-way paging systems as especially resilient to disaster. Other technologies, such as WiFi and WiMAX, were cited for their ability to restore service rapidly. In addition to a lack of knowledge about these alternatives, the Panel described the need that members of the public safety community be trained in their use prior to disasters.[9] The Katrina Panel suggested that the

[6] Some commenters noted that providers should be afforded the flexibility to create practices tailored to their unique circumstances. *See, e.g.*, BellSouth Comments at 8-9; T-Mobile USA Reply Comments at 4-5; United States Telecom Association Comments at 9-12. Some commenters asserted that the Commission should require that regulated communications entities develop and maintain business continuity plans for significant disruptions. *See* AT&T Comments at 4-5; Adolph Holmes Comments at 3. However, several others opposed this and encourage industry self regulation regarding development of business continuity plans. *See, e.g.*, Sprint Nextel Comments at 7-8.

[7] *See, e.g.*, Motorola Comments at 3-4; NAB Comments at 5-6.

[8] On October 19, 2006, the NRSC adopted a Hurricane Checklist and submitted that checklist in the docket for the Katrina Panel NPRM (EB Docket 06-119). *See* http://gullfoss2.fcc.gov/prod/ecfs/retrieve.cgi?native_or_pdf=pdf&id_document=6518531475. Commenters noted that NRSC had been developing readiness checklists for the telecommunications industry.

[9] The Katrina Panel learned that a variety of non-traditional, alternative technologies could have served as effective, back-up communications for public safety until primary systems were repaired during Hurricane Katrina. The Katrina Panel noted that satellite infrastructure was generally unaffected by the storm and could have provided a viable back-up system. Two-way paging operations also remained generally operational during the storm. These paging operations did provide communications capabilities for some police, fire emergency medical personnel and could have been more widely utilized. The Katrina Panel noted that other types of non-traditional but easily deployable technology, such as WiFi and WiMax, or self-contained communications vehicles, could also have been

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lack of such training may have contributed to these technologies being overlooked during Katrina, and such training would have to occur prior to a crisis since the days following such an event are consumed with far more pressing issues.

12. Commenting parties favored the Katrina Panel's recommendation that the Commission work to enhance the public safety community's awareness of alternative communications technologies. Many emphasized the importance of satellite technologies,[10] with most of these commenters stressing the need for training in alternative technologies before disaster strikes.[11] Motorola also emphasizes that "... these important technologies will be of little help unless public safety trains on them frequently."[12] SIA and USA Mobility suggested that the Commission improve awareness through a combination of fact sheets and web site distribution of relevant information about alternative technologies.[13] Several commenters suggested that the public safety community be educated about the applicability of amateur radio in a crisis.[14] MAET observed that digital television datacasting is an alternative technology that should not be overlooked for emergency communications.[15]

13. The Commission agrees that improving the public safety community's knowledge of, and training in, alternative technologies would improve preparedness for future crises. We direct PSHSB to develop and implement an awareness program to educate public safety agencies about alternative technologies and to encourage agencies to provide regular training on any alternative technologies to be used. The program could include: (1) web pages describing alternative technologies and how they work; (2) hosting summits and conferences that include discussion of alternative technologies; (3) educating public safety agencies about alternative technologies at events sponsored by third parties; and (4) making staff available to provide advice to public safety agencies on issues regarding specific technologies.[16] Commenters have suggested a number of technologies be included in this program, including two-way paging, satellite, IP-based systems, WiFi and WiMAX. We agree that these technologies as well as others to be determined by PSHSB should be included.

14. Outreach Program for Emergency Medical and Other Communities. The Katrina Panel recommended that the Commission work to assist the emergency medical community to facilitate the resiliency and effectiveness of their emergency communications systems. Specifically, the Katrina Panel stated that the Commission should: (1) educate the emergency

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effectively utilized. The Katrina Panel noted that these technologies appear deserving of exploration as back-up communications options to primary public safety systems. *Katrina Panel Report* at 24.

[10] Globalstar Reply Comments at 2-5; Inmarsat Comments at 2-4; Iridium Comments at 2-5; MSV Comments at 4; and SIA Comments at 3-8.

[11] Globalstar Reply Comments at 6; Inmarsat Comments at 6; Iridium Comments at 5-7; and MSV Comments at 8-9.

[12] Motorola Comments at 4.

[13] SIA Comments at 9-10; USA Mobility Comments at 10-12.

[14] Society for Preservation of Amateur Radio Comments at 4; Whitman Comments at 3.

[15] Mississippi Authority for Educational Television (MAET) Comments at 4-5.

[16] As suggested by one commenter, PSHSB should also encourage public safety entities to consider whether pooling communications funds could help better prepare for future emergencies. *See* Globalstar Comment at 7.

medical community about emergency communications and help to coordinate this sector's emergency communications efforts; (2) work with Congress and other appropriate federal departments and agencies to ensure emergency medical personnel are treated as public safety personnel under the Stafford Act; and (3) support the U.S. Department of Homeland Security's (DHS) efforts to make emergency medical providers eligible for funding for emergency communications equipment under the State Homeland Security Grant Program.[17] In the *Notice*, we also sought comment on whether and how the Commission can assist organizations whose primary business is not communications (*e.g.* hospitals, nursing homes, day care facilities) with developing communications plans for an emergency.[18] Commenters generally support these recommendations.

15. The PSHSB provides guidance and assistance to state and local governments, health care providers and law enforcement agencies on the use of Land Mobile Radio (LMR) equipment and systems, licensing requirements, and spectrum and frequency use for public safety emergency communications. The PSHSB continues to provide assistance to various stakeholder groups in their efforts to ensure that they have operable, reliable, resilient and redundant emergency communications systems in place. In 2006, several state and regional hospital associations ran on-line articles describing the Commission's expanded outreach to the health care sector regarding emergency communications, noting that the PSHSB is committed to working closely with the nation's health care providers to further strengthen emergency response capabilities and preparedness.[19] As discussed further *infra* at paragraphs 45–48 the Commission has also conducted outreach to encourage the emergency medical community and others to enroll in priority communications service programs.

16. We direct PSHSB to continue these efforts, including its coordination with the Department of Health and Human Services (HHS) in the area of health care emergency preparedness as it relates to communications. PSHSB should continue to educate and encourage the ability of health care providers to employ a plurality of communications systems (*e.g.*, land mobile relay systems, satellite communications, and/or high frequency communications) on premises, outside of their facility, and facility-to-facility. PSHSB should also work with DHS and other federal agencies to ensure emergency medical personnel are treated as public safety personnel under the Stafford Act. This recommendation is critical because the medical sector will be supporting first responders and potential disaster victims.

17. We further direct PSHSB to work with the Nation's health care, education and business communities to include, in their business continuity planning, robust emergency communication plans that ensure that these entities will be able to function during emergencies such as an influenza pandemic.[20] Such emergencies could result in sudden and significant

[17] The Katrina Panel also recommended that the Commission educate the emergency medical community about the various priority communications services (*i.e.*, GETS, WPS and TSP) and urge them to subscribe. This recommendation is addressed *infra* at ¶¶45-48.

[18] *Notice* at para. 10.

[19] *http://mhancwsnow.typepad.com/prepared/.*

[20] A pandemic influenza occurs when a novel strain of the virus appears that causes readily transmissible human illness for which most of the population lacks immunity. History shows that influenza pandemics typically occur with very little warning and hit wide geographic areas in multiple waves, lasting two to three months at a time. *See* (continued....)

shortages of personnel, changes in communications traffic, possible disruptions to communications networks (*i.e.*, due to increased telecommuting by the nation's workforce and society in general during an influenza pandemic), and lack of manpower to immediately repair affected communications networks. PSHSB has already begun efforts to establish a new federal advisory committee that will replace NRIC and MSRC and will address, *inter alia*, communications issues related to an influenza pandemic. PSHSB has also started to assemble information regarding pandemic influenza to place on its website. We direct PSHSB to continue with these efforts. In particular, PSHSB should update its website as soon as possible to include information that addresses pandemic influenza and how to prepare communications systems for such an emergency. The website should include links to other relevant government websites, such as http://www.pandemicflu.gov.

18. Monitoring of Situational Awareness During Disasters. The Katrina Panel observed that there was often a lack of clarity about which federal agency was responsible for collecting outage information and that competing requests for such information at the federal, state and local levels was distracting to restoration efforts and added to confusion about agency roles.[21] In the *Notice*, we sought comment on the Katrina Panel's recommendation that the Commission coordinate all federal outage and infrastructure reporting requirements in times of crisis, functioning as a single repository and contact with consistent data collection procedures. We asked parties to comment on the appropriate content of such emergency outage reports, their format, frequency, distribution and related issues. We also asked parties to comment on whether additional safeguards should be put into effect to address the potential disclosure of commercially sensitive information to avoid potential harm to communications providers or others.[22]

19. The vast majority of commenting parties agreed with the Katrina Panel's recommendation that the Commission serve as a single repository for outage information and implement appropriate safeguards to protect sensitive information that would be provided in such instances.[23] DHS agrees that a central repository for network outage information during a disaster is necessary and suggests that a rulemaking is necessary to facilitate outage reporting to such a repository to improve NS/EP programs.[24] The National Telecommunications and Information Administration (NTIA) supports the Panel's recommendation to the extent that it does not include Federal communications system outages and suggests that the outage database be maintained by the Commission representative to the Joint Field Office (JFO).[25] Several

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CDC Influenza Pandemic OPLAN (20 December 2006) at 11 which can be found at http://www.cdc.gov/flu/pandemic/pdf/cdc_oplan_122006.pdf.

[21] *Katrina Panel Report* at 21.

[22] *See Notice* at 4.

[23] *See* ATIS Comments at 5; Bechtel Comments at 10; BellSouth Comments at 13-14; Cox Comments at 17-18; Named State Broadcasters Association Reply Comments at 3; NAB Comments at 4; NCTA *et al* Comments at 21; PRT Comments at 8; Qwest Comments at 6-7; SIA Comments at 10-11; Sprint Nextel Comments at 10-12; T-Mobile Reply Comments at 6-8; Union Telephone Reply Comments at 8-9; US Telecom Association Comments at 17-18; Verizon Comments at 17.

[24] DHS Comments at 5-6.

[25] NTIA Ex Parte at 2.

commenting parties urged the Commission to ensure that the data collection effort is coordinated with the National Communications System (NCS) and the National Coordinating Center for Telecommunications[26] (NCC) and conducted in a way that does not alter the NCC's role as the "primary entity in the federal government for coordinating communications network recovery and information sharing among affected industry members."[27] Commenting parties urged the Commission to implement the steps necessary to protect network outage information from unauthorized disclosure.[28] Commenters also encouraged the Commission to work proactively with state and local entities on a process to share outage information that preserves appropriate confidentiality safeguards, thereby minimizing duplicative requests for such information from different sources.[29] Others encouraged the Commission to work with industry prior to the onset of a disaster to select data fields that are necessary to support emergency management and systems that facilitate data collection,[30] and asserted that the decisions about what data to collect should be balanced against the burden that it would impose on communications providers that are actively engaged in restoration efforts.[31] SIA suggested that reporting entities maintain a method of submitting outage data to the Commission during a disaster even if their primary reporting facility is impaired and urges the Commission to encourage the use of satellite technology for this purpose.[32] NENA suggests that the Commission conduct detailed analyses of the 911 outage data that it routinely collects pursuant to Part 4 and ". . . work with appropriate entities to mitigate these conditions where appropriate."[33]

20. We agree with the Katrina Panel that the Commission should serve as the central point of contact for communications outage information during major events and should provide access to this information to other agencies. The Commission has extensive experience in this area both through its collection of outage information pursuant to Part 4 of the Commission's rules (outage reporting requirements) and from its efforts to collect situational awareness information from licensees in the aftermath of the 2005 hurricanes. Moreover, we note that, prior to the Katrina Panel's Report, PSHSB staff had already begun working with the communications industry and the NCS on ways to streamline the process used to collect situational awareness information from FCC licensees during emergencies. Indeed, PSHSB is now in the late stages of developing a system and process for collection of this information. Under the process contemplated by the PSHSB staff, communications companies serving areas affected by disasters could voluntarily submit information regarding, *inter alia*, the status of their operations, the status of their restoration efforts, their power status (i.e., are they operating based

[26] ATIS Comments at 5; Qwest Comments at 6-7; Union Telephone Reply Comments at 8-9; DHS Comments at 5-6.

[27] AT&T Comments at 5. We note that NCC is not part of the Federal government.

[28] AT&T Comments at 5-6; BellSouth Comments at 14; Cox Comments at 18; Iridium Comments at 8-9; Motorola Comments at 5; SIA Comments at 10-11; Sprint Nextel at 10-12.

[29] AT&T Comments at 6-9; T-Mobile Reply Comments at 6-8; US Telecom Association Comments at 17-18.

[30] AT&T Comments at 6-7; Cox Comments at 17; Motorola Comments at 5; Qwest Comments at 6-7; Sprint Nextel at 10-12; T-Mobile at 6-8; DHS Comments at 5-6.

[31] Cox Comments at 17-18; CTIA Comments at 15; NCTA *et al* Comments at 21; PRT Comments at 8; SIA Comments at 10-11; Union Telephone Reply Comments at 8-9.

[32] SIA Comments at 10-11.

[33] NENA Comments at 17.

on commercial power, a generator or battery power) and their use of fuel. The information submitted would be accorded confidential treatment, and would be shared with NCS on a *confidential basis. This information* would allow the Commission and other governmental agencies to not only track the status of communications companies' operations in the aftermath of a disaster, but also their restoration status. The information could also be used to determine communications companies' needs (*e.g.*, generator, fuel).[34]

21. We direct PSHSB to continue working with NCS and the communications industry, including the broadcast and cable industries, to resolve any outstanding issues in order to facilitate the activation of the system as soon as possible. The Bureau should also work to obtain any necessary regulatory approvals for collection of this information as soon as possible.[35] Finally, we direct the Bureau to work with the communications industry, NCS and state government agencies to address whether information submitted by the industry should be shared with state governments.[36]

22. We decline to initiate a rulemaking at this time to make the outage reporting process mandatory. The voluntary process that was put in place during Katrina provided the necessary information on a timely basis. Furthermore, a mandatory process would be less flexible and would not adapt well to the unique needs of a particular crisis. For these reasons we find that a voluntary situational awareness process is more effective during disasters. Finally, we note that PSHSB currently conducts the analyses of 911 outage data recommended by NENA, including coordination with appropriate entities and industry bodies to effectuate improvements in 911 reliability where appropriate.

23. Automatic Special Temporary Authority and Waiver Relief. The *Notice* sought comment on the Katrina Panel's recommendation that the Commission establish a prioritized system by which affected parties could automatically be granted waivers of certain regulatory requirements, or be granted automatic Special Temporary Authority (STA) in a particular geographic area if the President declares that area to be a "disaster area."[37] The Katrina Panel stated that, as a condition of such waivers or STAs, the Commission could require verbal or written notification to Commission staff contemporaneously with activation or promptly after the fact. The Katrina Panel also recommended that the Commission examine expanding the on-line filing opportunities for STA requests. In this recommendation, the Katrina Panel also included a list of "possible rule waivers and STAs to study for this treatment."[38] For the reasons indicated below, we have concluded not to automate the waiver and STA process.

24. Although most commenters supported this recommendation, few commented on how such an automatic waiver/STA process would work or be structured. Further no commenter

[34] This process is separate from the mandatory reporting requirements that apply to certain communications carriers under Part 4 of the Commission's rules, 47 C.F.R. Part 4.

[35] *See, e.g.*, Paperwork Reduction Act, 44 U.S.C. § 3501, *et seq.*

[36] We take no action on SIA's recommendation that the Commission urge terrestrial carriers to apply satellite technology as a back-up to their primary reporting facilities, noting that terrestrial carriers are likely to be aware of a number of alternative reporting mechanisms that could be so applied and will use the ones that best suit their needs.

[37] *See Notice*, 21 FCC Rcd at 7320, ¶9; *Katrina Panel Report* at 32.

[38] *See Katrina Panel Report* at 32-33.

asserted that the manner in which the Commission expedited the grant of waivers and STAs during the 2005 hurricanes was not effective.[39] We believe that, on balance, public safety would be better served by an expedited review, rather than a fully automated system. Although we wish to relieve all licensees of unnecessary regulatory burdens during an emergency, we are concerned that a general policy of allowing the automatic grant of STAs and waivers of operational requirements could have serious consequences.

25. For example, without minimal Commission review, an automatic STA could allow operations of a new facility using spectrum already in use by an essential communications provider and thereby inadvertently cause essential communications to fail. We believe that it would be far easier, and more consistent with public safety to grant expedited review of an STA application than to try to undo an automatic STA once operations have begun. Further, the declaration of a "presidential disaster area" does not appear to be a sufficient basis, by itself, to grant an STA or waiver, whether automatically or otherwise.[40] For example, there could be instances where the communications infrastructure in a Presidentially declared disaster area remains intact. In such a case, an STA or waiver may be unwarranted. On the other hand, there may be situations where there is damage to a telecommunications carrier's infrastructure in an area that is never declared a disaster area. Thus, an automatic STA or waiver process based on a Presidentially declared disaster area could be overinclusive in some cases and underinclusive in others. For the same reason we disagree that the triggering by a licensee of its emergency plan generally should act as a trigger for automatic STAs or waivers. There may also be legal impediments to automatic STAs for Title III authorizations under Sections 308(a) and 309(f) of the Communications Act. Finally, we agree with NTIA that, in an emergency, the close coordination that is required between the Commission and NTIA regarding the use of shared Federal/non-Federal bands and shared spectrum management responsibilities precludes a fully automated waiver/STA process.[41] Accordingly, we conclude that some level of Commission review is necessary during an emergency to ensure that STAs or waivers are properly granted.

26. We believe, at this time, the best approach would be to use an expedited process for acting on requests for STAs, waivers and other regulatory relief based on the particular circumstances of the disaster at hand. An expedited process would allow the Commission to ensure that there is a link between the relief being requested and the emergency at issue. During Hurricane Katrina, the Commission publicized its procedures for seeking regulatory relief, granted some relief on its own motion and otherwise processed requests for relief on an expedited basis. Many of these requests were processed within four hours and all were processed within 24 hours.[42] Additionally, Commission rules permit the suspension or waiver of

[39] Rather, commenters such as the Association of Public Television Stations (APTS) noted that "[t]he Commission was particularly responsive to these kinds of waiver requests in the aftermath of Katrina . . ." APTS Comments at 12.

[40] We note that in certain specific instances, it may be appropriate to allow automatic relief of certain regulations based on a Presidentially declared disaster or the activation of a licensee's emergency plan. In fact, there may be circumstances where licensees have received certain types of regulatory relief based on these triggers. Our concerns here relate to establishing a general policy of automatic relief that would apply across the board. We will continue to consider specific requests for regulatory relief based on the underlying facts supporting these requests.

[41] NTIA Ex Parte at 2.

[42] The Commission granted more than 90 STA requests and more than 100 temporary frequency authorizations for emergency workers, organizations and companies to provide wireless and broadcast service in the affected areas and shelters around the country. *See* Written Statement of Kevin J. Martin, Chairman, Federal Communications

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rule requirements on its own motion, STA requests by telephone during emergencies and the grant of station licenses, modification, renewal or STAs without the filing of formal applications in certain emergency situations.[43] Other rules provide additional flexibility for licensees to adjust operations during emergency situations.[44] Therefore, the Commission has procedures in place to ensure that waivers and STAs are promptly reviewed and granted during an emergency. Accordingly, we direct PSHSB to work with other Bureaus and Offices, as necessary, to publicize emergency-related rules and procedures prior to disaster. This could be done by, among other things, providing relevant information on PSHSB's website as well as through outreach programs directed at public safety agencies and the industry.[45]

27. Other Pre-Positioning Recommendations From Commenters. Several commenters submitted additional suggestions for improving network resiliency and redundancy.

28. *Permanent Relief from InterLATA Restrictions.* BellSouth[46] recommends that the Commission grant the Bell Operating Companies (BOCs) permanent relief from interLATA boundary restrictions. It argues that such action would enhance network resiliency and redundancy. The BOCs have already raised the issue of relief from Section 272 and its implementing rules in a number of pending forbearance petitions and waiver requests. Accordingly, we will consider this issue in those proceedings as appropriate.

29. *One Year Section 272 Relief.* Last year, WCB granted a one-year Special Temporary Authority from enforcement of Section 272 and its implementing rules to BOCs in order to allow them to share non-public, BOC network information with their Section 272 and other affiliates to engage in disaster planning.[47] In addition, WCB granted Verizon a one-year

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Commission at Hearing on Public Safety Communications from 9/11 to Katrina: Critical Public Policy Lessons, Before the Subcommittee on Telecommunications and the Internet, Committee on Energy and Commerce, U.S. House of Representatives (September 29, 2005).

[43] *See, e.g.*, 47 C.F.R. §§ 1.3, 1.915(b), 1.925, 1.931(b)(5).

[44] *See, e.g.*, 47 C.F.R. § 90.407 (providing a self-actuating mechanism whereby private land mobile and public safety licensees may utilize their radio stations for emergency communications in a manner other than that specified in the station authorization or in the rules and regulations governing the operation of such stations, during a period of emergency in which the normal communication facilities are disrupted as a result of hurricane, flood, earthquake or similar disaster).

[45] Verizon noted that the Commission granted Verizon Wireless authority to lease spectrum temporarily to vendors operating on CMRS equipment to assist the Department of Defense in the Hurricane Katrina recovery effort. Verizon suggested that the Commission adopt an expedited procedure for temporary spectrum leases. Verizon Comments at 16. However, no such action is necessary because the Commission already has an expedited process for granting short-term leases which allows the grant of leases overnight. *See* 47 C.F.R. § 1.9035(e) (immediate approval procedures for short-term de facto leasing arrangements). Verizon has not shown that this process is insufficient.

[46] We note that, subsequent to filing its comments in this proceeding, BellSouth merged with AT&T. For purposes of this Order, we will refer to BellSouth's comments separately from those filed by AT&T.

[47] *See Petition of AT&T Inc. for Special Temporary Authority and Waiver To Support Disaster Planning and Response*, Order, WC Docket No. 06-63, 21 FCC Rcd 4306 (Wireline Comp. Bur. 2006); *Petition of BellSouth Corporation for Special Temporary Authority and Waiver To Support Disaster Planning and Response, Petition of Verizon for Special Temporary Authority and Waiver To Support Disaster Planning and Response, Petition of Qwest Communications International Inc. for Special Temporary Authority and Waiver To Support Disaster Planning and Response*, Order, WC Docket No. 06-63, 21 FCC Rcd 6518 (Wireline Comp. Bur. 2006).

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waiver of Part 64 requirements to allow Verizon to engage in disaster planning with its former GTE company affiliates. The relief for disaster planning ends April 20, 2007 for AT&T[48] and June 9, 2007 for BellSouth, Qwest and Verizon. Verizon and BellSouth argue that the Commission should reconsider the one-year limitation of this relief or change its rules so that an STA or waiver is not necessary. Verizon, for example, states that it will need to conduct disaster planning well beyond June 2007 to prepare for, among other things, next summer's hurricane season.[49]

30. In light of the upcoming hurricane season and the separate tornadoes that recently struck parts of Kansas and Alabama, we grant an extension of the regulatory relief granted by WCB last year to AT&T, Qwest and Verizon for a period of one-year from the date the originally-granted relief is due to expire.[50] Specifically, we grant AT&T, Verizon and Qwest a one-year STA and waiver of Section 272 of the Act and the Commission's accounting and non-accounting structural separation safeguards. We also extend for an additional year, a waiver previously issued to Verizon to engage in integrated disaster recovery planning with its former GTE affiliates. Under the STA and waiver, AT&T, Qwest and Verizon will continue to be permitted to share non-public BOC network information with its Section 272 affiliates (as well as other affiliates that adhere to the Section 272-like safeguards), as necessary to engage in integrated disaster planning.[51]

31. We find that an extension of the regulatory relief previously accorded these carriers serves the public interest. The unique circumstances of a hurricane, tornado or other disaster warrant a deviation from Section 272 and the accompanying rules, and such deviation

[48] The Public Safety & Homeland Security Bureau extended the STA to April 27, 2007. *See* Letter from Derek Poarch, Chief, Public Safety & Homeland Security Bureau, FCC, to Frank Simone, Executive Director, Federal Regulatory, AT&T Services, Inc., WC Docket No. 06-63 (issued April 23, 2007).

[49] Verizon Comments at 16.

[50] We note that a broader request for extension of this regulatory relief remains pending. *See* Letter from Terri L. Hoskins, Senior Counsel, AT&T Services, Inc. to Marlene H. Dortch, Secretary, FCC, WC Docket No. 06-63 (filed March 9, 2007) (seeking a two-year extension of the Special Temporary Relief and waiver that the Commission granted AT&T for disaster recovery purposes). In its request, AT&T states that as a result of its merger with BellSouth, BellSouth is an affiliate of AT&T and is included in its request for an extension of the STA and waive relief. *Id*, at 2.

[51] While the Section 272 requirements have sunset for AT&T, Verizon and Qwest, AT&T and Verizon may continue to provide in-region, interstate, interLATA telecommunications services through Section 272 separate affiliates, and these affiliates should be treated as nondominant in the provision of such services. *See Regulatory Treatment of LEC Provision of Interexchange Services Originating in the LEC's Local Exchange Area and Policy and Rules Concerning the Interstate, Interexchange Marketplace*, CC Docket No. 96-149 and 96-61, Second Report and Order in CC Docket No. 96-149 and Third Report and Order in CC Docket No. 96-61, 12 FCC Rcd 15756, 15834-35, paras. 133-34 (1997), recon. denied, Second Order on Reconsideration and Memorandum Opinion and Order, 14 FCC Rcd 10771 (1999). In addition, we understand that Qwest has begun implementing the relief granted by the Commission to provide in-region, interstate, interLATA telecommunications services on an integrated basis subject to nondominant carrier regulation. Qwest may be able to benefit from the relief granted here to engage in disaster recovery planning and implementation during its transition from section 272 separation to integrated provisioning and therefore, we continue to include Qwest in granting this relief. *See Petition of Qwest Communications, Inc. for Forbearance form Enforcement of the Commission's Dominant Carrier Rules as They Apply After Section 272 Sunsets*, Memorandum Opinion and Order, WC Docket No. 05-333, 22 FCC Rcd 5207 (2007); *see also* Letter from Boucher, Corporate Counsel, Qwest, to Marlene H. Dortch, Secretary, FCC, CC Docket No. 00-175 and WC Docket No. 05-333 (filed May 22, 2007).

will better serve the public interest in a time of emergency. This relief will allow AT&T, Verizon and Qwest to continue to develop risk mitigation strategies and contingency plans that will reduce the likelihood and duration of any service outage and will permit these carriers' networks to continue to operate in the event a "choke point" is compromised.

B. Recovery Coordination

32. Credentialing Guidelines. In the *Notice*, we sought comment on the Katrina Panel's recommendation that the Commission work with other appropriate federal departments and agencies and the communications industry to promptly develop national credentialing requirements and process guidelines to enable communications infrastructure providers and their contracted workers access to affected areas after a disaster. The President's National Security Telecommunications Advisory Committee's (NSTAC's)[52] made similar recommendations to the President last year.[53] The Panel advocated, however, expanding the NSTAC's credentialing recommendations to include repair workers of all communications infrastructure (*e.g.*, wireline, wireless, Wireless Internet Service Providers (WISPs), cable, broadcasting, and satellite). Further, the Katrina Panel recommended that the Commission work with the communications industry to develop an appropriate basic NIMS training course for communications repair workers that can be completed online as a requirement for credentialing. Additionally, the Katrina Panel recommended that the Commission should: (1) encourage states to develop and implement a credentialing program consistent with NSTAC guidelines as promptly as possible and encourage appropriate communications industry members to secure any necessary credentialing; (2) encourage states to recognize and accept credentials issued by other states; and (3) encourage, but not require, each regional, state and local EOC or JFO to develop credentialing requirements and procedures, consistent with any national credentialing guidelines, for purposes of allowing communications infrastructure providers, their contracted workers and private security teams, if any, access to the affected areas post-disaster.[54]

33. Most commenters generally supported credentialing communications personnel to access affected areas post-disaster. Many stressed that credentialing recommendations should apply to all communications providers, including their contracted workers. In fact, DHS noted that it is making significant efforts to advance the implementation of a national standard for the credentialing of telecommunications repair workers.[55] Commenters were split regarding whether NIMS training should be required as a requirement for credentialing.

34. The Commission's experience with Hurricane Katrina and the record in this proceeding reveal that access to affected areas post-disaster was one of the most critical issues

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[52] Bechtel suggests that the Commission spearhead the transfer of network resilience and reliability work currently performed by voluntary bodies like NSTAC or NCC to a formal and professional cross-disciplinary entity with hands-on experience supported by government professionals. Bechtel Comments at 8-9. The Commission does not have authority to transfer work currently performed by NSTAC, a Presidential committee established by Executive Order, or NCC which is organized by NCS. The Commission should continue to work with these entities to support their efforts.

[53] The President's National Security Telecommunications Advisory Committee Trusted Access Task Force, *Screening, Credentialing, and Perimeter Access Controls*, p. 9 (January 19, 2005).

[54] *See Katrina Panel Report* at 34.

[55] *See* DHS Comments at 7-8.

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for the communications industry. As the National Response Plan[56] makes clear, DHS has primary responsibility to coordinate federal incident management activities, including disaster site access and credentialing, for all emergency personnel. As such DHS, rather than the FCC, has jurisdiction and authority to adopt credentialing guidelines that apply to the communications industry.

35. DHS and the states have taken a number of steps to develop credentialing guidelines that would allow communications providers access to disaster areas. For example, DHS/NCS worked with the State of Georgia and BellSouth to develop a pilot access program focused on priority access for critical response personnel, including telecommunications, which resulted in the publication of a Georgia Standard Operating Procedure (SOP) for emergency access.[57] This SOP has been distributed as suggested protocol to all 50 states and the territories.[58] DHS/Federal Emergency Management Agency (FEMA) is also working on an access pilot program to give telecommunication repair crews better access to disaster areas and is aggregating documentation for emergency personnel nationwide into a National Emergency Responder Credentialing Program that DHS/FEMA expects to make operational this year.

36. PSHSB staff is already working with DHS to help ensure that any credentialing program would encompass critical communications infrastructure repair crews and their contracting support staff and to support coordination with regional, state and local officials regarding the development of consistent credentialing programs for communications providers. We believe the issue of whether to require NIMS training as a requirement for credentialing is best addressed by DHS/NCS and regional, state and local authorities as they develop their credentialing programs. We agree with DHS's assertion that the Commission's credentialing efforts should complement, not supersede or duplicate, those of DHS/NCS.[59] We direct PSHSB to continue to work with DHS and the states on these efforts.

37. Emergency Responder Status for Communications Infrastructure Providers. In the *Notice*, we sought comment on the Katrina Panel's recommendations that the Commission work with Congress and appropriate federal departments and agencies to afford all communications infrastructure providers, including wireline, wireless, WISPs, satellite, cable and broadcast infrastructure providers and their contracted workers emergency responder status under the Stafford Act and to incorporate this designation into the National Response Plan ("NRP") and state and local emergency response plans.[60] Most commenters supported this recommendation and stressed that the emergency responder status should be afforded to all communications service providers.

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[56] *See* NRP, paragraph 15.

[57] *See* DHS Comments at 7.

[58] *Id.*

[59] *See* DHS Comments at 8.

[60] The Panel "support[ed] the NSTAC's recommendation that telecommunications infrastructure providers and their contracted workers be afforded emergency responder status under the Stafford Act and that this designation be incorporated into the NRP, as well as state and local emergency response plans." *See Katrina Report* at 35. However, the Katrina Panel recommended that this be broadened to include all communications infrastructure providers.

38. Section 607 of the recently enacted Warning, Alert and Response Network Act (WARN Act) amended the Stafford Act to add the term "essential service provider" which includes entities that provide telecommunications service.[61] This section of the WARN Act also states that, unless exceptional circumstances apply, in an emergency or major disaster, the head of a Federal agency, to the greatest extent practicable, shall not deny or impede access to the disaster site to an essential service provider whose access is necessary to restore and repair an essential service and shall not impede the restoration or repair of telecommunications services.[62] We direct PSHSB to work with DHS, and all other relevant federal, state, tribal and local government agencies, to facilitate: (1) access to disaster areas for communications provider personnel so that recovery efforts can be expedited; and (2) the incorporation into the NRP and state, tribal and local emergency response plans of the designation of telecommunications service providers as "essential service providers." PSHSB should also encourage DHS to seek Congressional action, if necessary, to ensure that the term "essential service provider" includes all communications service providers.

39. Utilization of State/Regional Coordination Bodies. The Katrina Panel recommended that the Commission work with state and local governments and the communications industry (including wireline, wireless, WISP, satellite, cable and broadcasting) to better utilize the coordinating capabilities at regional, state and local Emergency Operations Centers (EOCs), as well as the Joint Field Office (JFO). In particular, the Panel recommended that the Commission encourage, but not require, each regional, state and local EOC and JFO to: (1) facilitate coordination between communications infrastructure providers and state and local emergency preparedness officials (such as the state EOC) in the state or region at the EOC or JFO; (2) develop and facilitate inclusion in state emergency preparedness plans, where appropriate, one or more clearly identified post-disaster coordination areas for communications infrastructure providers, their contracted workers, and private security teams to gather post-disaster where credentialing, security, escorts and further coordination can be achieved; and (3) share information and coordinate resources to facilitate repair of key communications infrastructure post-disaster.

40. Commenters generally support the recommendation that the Commission work with state and local governments and the communications industry to better facilitate coordination between emergency responders and the communications infrastructure providers. In its comments CTIA recommended that the Commission work with Federal, state and local governments to create a process to establish embarkation points for communications recovery efforts in the wake of a disaster.[63] DHS agrees that it would be advantageous to engage the EOCs and JFOs in support of greater communications crisis preparedness and more effective response planning.[64] DHS asserts, however, that it would be more appropriate, and consistent with mission responsibilities and existing relationships between the entities, for such activities to be coordinated jointly by NCS and DHS/FEMA in the first instance rather than by the FCC. Cingular asserts that the Commission should urge states to refrain from imposing emergency

[61] Title VI of the Security and Accountability for Every Port Act of 2006, Pub. L. 109-347, § 607 (October 13, 2006) (Warning Alert and Response Network Act, or the "WARN Act").

[62] *Id.*

[63] CTIA Comments at 18.

[64] DHS Comments at 8.

preparedness requirements on the industry.[65] Cingular states that the adoption of state specific requirements, while well intended, hinder recovery efforts by eliminating flexibility and creating a patchwork of inconsistent requirements that carriers must follow.[66]

41. These recommendations generally fall under the jurisdiction of the NCS which, as the coordinator and primary agency for ESF #2 (Communications) of the NRP, performs these functions. The Commission supports these efforts in its role as an ESF #2 support agency. ESF #2 coordinates Federal actions for the restoration of the telecommunications infrastructure and ensures the provision of Federal communications support to Federal, state, tribal, local and private sector response during an Incident of National Significance. NCS assists in the coordination of planning and provision of emergency preparedness communications for the Federal government under all circumstances, including crisis or emergency, attack, recovery and reconstitution. The Commission and other government agencies such as FEMA have also taken a number of steps in this area. The Commission reached out to its licensees to determine their status and needs and provided the collected information to the NCS. The Commission then helped coordinate ESF #2 response efforts to aid the Commission's licensees (*e.g.*, arranged for helicopter overflights, fuel shipments, access, curfew and airport information). The Commission is also working with DHS/NCS to encourage regional, state and local EOCs and/or JFOs to identify post-disaster coordination areas for communications providers and their contract workers and to create a process to establish embarkation points for communications recovery efforts. For example, the Commission assisted DHS with developing proposals making federal property available as a staging area for communications infrastructure providers under the Stafford Act.

42. We direct PSHSB to continue to work with DHS, state, tribal and local governments and the communications industry on these issues. However, we decline to take action to urge the states to refrain from imposing emergency preparedness requirements on the communications industry as Cingular advocates.[67]

43. Priority Utility Restoration for Communications Providers. In its report, the Katrina Panel recommended that the Commission encourage, but not require, each regional, state and local EOC and JFO to facilitate electric and other utilities' maintenance of priority lists that include commercial communications providers for commercial power restoration. The Katrina Panel stated that power restoration activities should be coordinated with communications restoration. The majority of commenters support this recommendation.

44. Other agencies, such as DHS, the Department of Energy, and state agencies, have primary jurisdiction and authority over this matter. Loss of power is a critical failure that DHS/NCS is aware of and focused on. For example, NCS coordinates priority lists with the agencies responsible for NRP's Emergency Support Function #12 - Energy. The communications sector is number two on the ESF #12 priority lists. NCS also has tools that can identify communication sites. The agencies responsible for ESF#12 have tools that can locate energy sites near communications providers and determine whether there have been critical

[65] Cingular Comments at 7.

[66] *Id.*

[67] Cingular Comments at 9-10.

failures. Coordination of these priority lists between Emergency Support Functions 2 and 12 is ongoing. We direct PSHSB to support DHS/NCS and the other agencies addressing this issue in their efforts to ensure priority power and other relevant utility restoration for commercial communications providers during and after disasters.

45. Expanding and Publicizing Priority Communications Service Programs. The Katrina Panel recommended that the Commission work with the NCS to promote the use of existing priority communications services, such as Telecommunications Service Priority (TSP), Government Emergency Telecommunications Service (GETS) and Wireless Priority Service (WPS), to all eligible entities, particularly eligible government, public safety, emergency medical community, and critical industry groups.[68] Further, the Katrina Panel stated that the Commission should work with NCS to clarify whether broadcast, WISP, satellite, and cable company repair crews are currently eligible for GETS and WPS and, if so, should also promote the availability of those priority services to those entities. The Katrina Panel also recommended that the Commission work with NCS and industry to establish and promote best practices to ensure that all WPS, GETS, and TSP subscribers are properly trained in how to use these services. Finally, the Katrina Panel recommended that the Commission work with NCS to explore whether it is technically and financially feasible for WPS calls to automatically receive GETS treatment when they reach landline facilities, thus avoiding the need for a WPS caller to also enter GETS information.[69]

46. DHS fully supports the Katrina Panel's recommendation that the Commission work with NCS to promote wider use of GETS, WPS and TSP programs among government, public safety, and critical industry groups.[70] Broadcasters that provided comments support granting broadcasters access to GETS and WPS.[71] Other commenters state that promotion of these programs must be coordinated with industry to ensure that providers can absorb additional demands placed on their networks through increased participation in the programs.[72]

47. PSHSB staff members are actively engaged in priority services outreach. For example, PSHSB staff recently worked with the NCS TSP Program Office, various telecommunications carriers, and the State of New York to enroll over 2,000 circuits into the TSP program. Additionally, PSHSB staff is closely coordinating with the HHS to increase awareness among health care providers, particularly hospitals, about the benefits of enrollment and participation in federal priority service programs. This initiative includes expanded outreach in the health care sector and with state health departments to increase their understanding of TSP, GETS and WPS during and in the aftermath of a natural disaster or other emergency, such as an influenza pandemic. HHS is considering options to better incorporate support for these federal priority service programs into their emergency preparedness funding streams. The Commission is also working with hospital associations to educate the medical community about priority

[68] *See Katrina Panel Report* at 36.

[69] *Id.*

[70] DHS Comments at 8, n.13.

[71] Gulf States Broadcasters Comments at 6; National Association of Broadcasters Comments at 13.

[72] Cox Reply Comments at 21; NCTA *et al* Comments at 15.

communications services.[73] In addition, PSHSB is working with NCS to enhance WPS and resolve the issue of whether it is feasible for WPS calls to automatically receive GETS treatment when they reach landline facilities.

48. We direct PSHSB to continue to work with DHS, including the NCS Committee of Principal's Priority Services Working Group (PSWG), to promote the priority communications services to all eligible entities, particularly eligible government, public safety, emergency medical community, and critical industry groups, including repair crews which could qualify under the eligibility criteria for both WPS and GETS under the category of disaster recovery. PSHSB should work with DHS to ensure that communications systems' capabilities are not overwhelmed by increased demands placed on networks by increased participation in these programs. We also direct PSHSB to support the creation and promotion of best practices to ensure proper training in how to use these services. Finally, we direct PSHSB to continue working with DHS and NCS's PSWG to enhance WPS and resolve the issue of whether it is feasible for WPS calls to automatically receive GETS treatment when they reach landline facilities.

49. Broadening NCC to Include All Communications Infrastructure Sectors. The Katrina Panel recommended that the Commission work with the NCS to broaden the membership of the NCC to include adequate representation of all types of communications systems, including broadcast, cable, satellite and other new technologies, as appropriate. The NCC is a government and industry organization within DHS/NCS. It functions at the operational level and assists in initiating, coordinating, restoring and reconstituting national security and emergency preparedness (NS/EP) telecommunications services or facilities under all conditions of crises and disasters.

50. In January 2000, the NCC was designated an Information Sharing and Analysis Center (ISAC) for Telecommunications in accordance with Presidential Decision Directive 63.[74] The NCC-ISAC facilitates the exchange among government and industry participants regarding vulnerability, threat, intrusion, and anomaly information affecting the telecommunications infrastructure. Since its creation, the NCC has coordinated the restoration and provisioning of national security and emergency preparedness telecommunication services and facilities during natural disasters and armed conflicts. The NCC leverages its unique joint government/industry structure and all-hazard emergency response capabilities to coordinate the initiation, restoration, and reconstitution of United States government national security and emergency preparedness telecommunications services both nationally and internationally.[75]

51. DHS fully supports the Katrina Panel's recommendation that the Commission work with NCS to broaden the membership of the NCC.[76] DHS states that NCS is already working with the members of industry to explore expansion of NCC membership and would

[73] *See supra* at para. 15, for more information regarding the PSHSB's outreach to hospital associations and the emergency medical community regarding emergency communications.

[74] The Clinton Administration's Policy on Critical Infrastructure Protection: Presidential Decision Directive 63, White Paper (May 22, 1998).

[75] *See* http://www.ncs.gov/ncc.

[76] DHS Comments at 8, n.13.

welcome the Commission's engagement in this area.[77] Several additional commenters support this recommendation.[78]

52. In coordination with DHS/NCS, PSHSB is currently engaged in efforts to make the NCC more of an overall communications information sharing and analysis center instead of one focused solely on telecommunications. The Commission is working with communications trade groups and broadcasters, among others, to encourage them to consider NCC membership. Recently, a fiber optic provider the Commission introduced to the NCC signed up for membership as did APCO, COMPTEL, Global Crossing, and Cox Cable. We direct PSHSB to continue its efforts in this area.

53. Website for Emergency Coordination. The Katrina Panel recommended that the Commission create a website identifying the key state emergency management contacts, particularly for communications coordinating bodies, and post-disaster coordination areas for communications providers. Some commenters support the proposal that the Commission create a disaster response website for communications providers; other commenters state that this function is best suited for other agencies, such as FEMA or DHS.

54. FEMA and many states already have publicly available information identifying key state emergency management contacts. FEMA's website has a compilation of state emergency contacts (http://www.fema.gov/about/contact/statedr.shtm) and the NCC website (http://www.ncs.gov/ncc) has links to federal agencies. Accordingly, we do not believe it is necessary for the Commission to create a similar website.

55. To facilitate access to this information by communications companies, we direct PSHSB to coordinate with FEMA to provide updated links to the relevant state emergency contact information contained on the FEMA website. Specifically, PSHSB should create a link on its website to FEMA's listing of state emergency contact information.

56. FCC Website for Emergency Response Team Information. The Katrina Panel recommended that the Commission create a website to publicize the Commission's emergency response team's contact information and procedures for facilitating disaster response and outage recovery. Commenters unanimously support the Katrina Panel's recommendation. Commenters contend that the Commission should maximize existing resources by developing and posting on the Commission's website the Commission's emergency response team's contact information and procedures.

57. We agree that a website providing emergency contact information, procedures for facilitating disaster response and outage recovery, and procedures for obtaining regulatory relief during emergencies would be helpful. We direct PSHSB to work with other Bureaus and Offices, as appropriate, to do so.

58. Other Recovery Coordination Recommendations. Commenters submitted the following suggestions for improving the recovery coordination process:

[77] *Id.*

[78] *See, e.g.*, Gulf State Broadcasters Comments at 3-4; AT&T Comments at 5; Cox Reply Comments at 20-21; Motorola Comments at 9; NCTA *et al* Comments at 10-11; PRT Comments at 10; Qwest Comments at10; SIA Comments at 13; USA Mobility Comments at 15; Verizon Comments at 21.

59. *Expedited Importation of Essential Communications Technology.* Iridium Satellite LLC suggests that the Commission work with other federal agencies to establish a system that facilitates the delivery of replacement infrastructure and equipment during a disaster.[79] Additionally, Inmarsat asserts that, as part of creating redundancy, the federal government should recognize the importance of, and encourage the building of, mobile units that can be deployed as needed to any given disaster zone to assist in rapid restoration of vital communications using Mobile Satellite Service.[80] These functions are covered by ESF #2. The Commission is already working with other agencies to support these functions and will continue to coordinate with DHS/NCS and other agencies regarding these matters. Inmarsat also asserts that the Commission should work with U.S. Customs to ensure that bottlenecks do not slow the importation of essential communications technology in the aftermath of a disaster.[81] Inmarsat and other satellite operators apparently experienced a sharp rise in demand after Hurricane Katrina that could not be met by the existing stock of satellite terminals in the U.S.[82] We direct PSHSB to coordinate with DHS/NCS, U.S. Customs and other appropriate agencies to develop a systematic approach toward the importation of communications equipment needed for disaster response in the wake of disasters.

60. *Real Time Tracking of Progress and Shared Experiences.* Champaign Urbana Wireless Network, The Texas ISP Association, The Association for Community Networking, and Acorn Active Media (CUWN, et al.) suggest that the Commission provide a means by which communications responders could record their progress, share experiences in real time and avoid accidental conflicts. This function is primarily a responsibility of DHS/NCS under ESF #2 and PSHSB should continue to coordinate with DHS/NCS regarding these matters.

C. First Responder Communications

61. Emergency Restoration Supply Cache and Alternative Inventory. To facilitate the restoration of public safety communications, the Panel recommended that the Commission: (1) support the ongoing efforts of the NCC to develop and maintain a database of state and local public safety system information, including frequency usage, to allow for more efficient spectrum sharing, rapid on-site frequency coordination, and emergency provision of supplemental equipment in the event of system failures; (2) support the efforts of the NCC to develop an inventory of available communications assets (including local, state, federal civilian and military) that can be rapidly deployed in the event of a catastrophic event[83] and work with the NCC and the appropriate agencies to educate key state and local emergency response personnel on the availability of these assets and how to request them; and (3) coordinate with the NCS/NCC to assure that, immediately following any large disaster, there is an efficient means by which federal, state and local officials can identify and locate private sector communications assets that can be made rapidly available to first responders and relief organizations. The Katrina

[79] Iridium Comments at 6-7.

[80] Inmarsat Comments at 8.

[81] *Id.* at 7.

[82] *Id.*

[83] The Katrina Panel stated that the list should include land mobile radios, portable infrastructure equipment, bridging technologies/gateways, and backup power system components and the information should include the steps necessary for requesting the deployment of these assets. *See Katrina Panel Report* at 38.

Panel noted that one means by which to identify and locate private sector communications assets would be a website maintained by either the FCC or NCC through which the private sector could register available assets along with product information and stated that such a website should be designed with a special area for registering available equipment to assist persons with disabilities in their communications needs.[84]

62. *Support NCC Efforts to Develop a Database of State and Local Public Safety System Information.* PSHSB has already provided support for the NCC's ongoing efforts to develop and maintain a database of state and local public safety system information. With assistance from PSHSB, the NCC has developed a public safety first responder frequency sharing guide. PSHSB consulted private frequency coordinators and collected and coordinated information from them for this effort. Additionally, although it was only developed for the states affected by Hurricane Katrina, FEMA recently developed a Gulf Coast communications plan for use during emergencies that identifies all public safety equipment and spectrum currently in use.

63. *Coordinate with NCC to Facilitate the Availability of Communications Assets for First Responders Post-Disaster.* The Commission already coordinates with the NCS/NCC to assure that, following any large disaster, there is an efficient means by which federal, state and local officials can identify and locate private sector communications assets that can be made rapidly available to first responders and relief organizations. PSHSB has been providing a supporting role to FEMA on this issue. For example, per FEMA's request, PSHSB recently set up a meeting between FEMA and communications industry representatives to discuss, among other things, contingency contracts for equipment and the identification of equipment that can be airlifted through the Department of Defense. PSHSB already supports the efforts of the NCC to develop an inventory of available communications assets, in 2006 the NCS began development of an inventory database of government and industry assets. This inventory database of available government and industry communications assets developed by NCC and available to ESF #2 addresses this recommendation. Regarding a website, a function already exists whereby industry can report their available assets directly to the NCC.[85]

64. We direct PSHSB to continue to work with DHS, NCS, NCC, FEMA, state governments, and industry on these issues. We also direct PSHSB to continue to work with NCC to address the Katrina Panel recommendation regarding the identification of private sector communications assets, including specifically identifying equipment available to assist persons with disabilities in their communications needs.

65. *Equipment Cache.* Another Katrina Panel recommendation intended to facilitate the restoration of public safety communications includes that the Commission encourage state and local jurisdictions to retain and maintain, including through arrangements with the private sector, a cache of equipment components that would be needed to immediately restore existing public safety communications within hours of a disaster. The Katrina Panel stated that the cache should: (1) include the necessary equipment to quickly restore communications capabilities on all relevant mutual aid channels; (2) be maintained as a regional or state-wide resource, and located in areas protected from disaster impacts; and (3) be included as an element of the NRP.

[84] *Katrina Panel Report* at 38.

[85] For security purposes, industry groups or entities advise the NCC of assets and the NCC inputs the information directly into the database.

Further, the Katrina Panel recommended that the Commission encourage state and local jurisdictions to utilize the cache through training exercises on a regular basis.[86]

66. In its comments, DHS stated that it has reservations about the recommendation concerning the stockpiling of equipment. DHS noted that already limited budgets do not provide funding to procure additional equipment and, in many cases, the redundant equipment for network restoration is often unavailable because the systems at issue are legacy systems that are obsolete and no longer supported by manufacturers.[87] We agree. The Commission is reluctant to encourage state and local jurisdictions to maintain such a cache of equipment unless funding for such an effort has been specifically identified. Many local jurisdictions do not have the requisite funds for this effort. Although some states have such equipment under "mutual aid agreements," most states do not have funds for equipment not in use; their funds are used for equipment intended for immediate use. Further, there are already a number of training exercises for responders. For example, there are regional annual training exercises held to demonstrate equipment in a disaster and to show options for restoration.[88]

67. Facilitating First Responder Communications Capabilities. To facilitate interoperability among first responder communications, the Katrina Panel recommended that the Commission: (1) maintain the schedule for commencing commercial spectrum auctions by January 28, 2008 to fully fund the $1 billion public safety interoperability program, consistent with recent legislation; (2) work with NTIA and DHS to establish appropriate criteria for the distribution of the $1 billion in a manner that best promotes interoperability with the 700 MHz band - among other things, such criteria should mandate that any radios purchased with grant monies must be capable of operating on 700 MHz and 800 MHz channels established for mutual aid and interoperability voice communications; (3) encourage the expeditious development of regional plans for the use of 700 MHz systems and move promptly to review and approve such plans; (4) expeditiously approve any requests by broadcasters to terminate analog service in the 700 MHz band before the end of the digital television transition in 2009 in order to allow public safety users immediate access to this spectrum; (5) work with the NTIA and DHS to develop strategies and policies to expedite allowing Federal (including the military), state and local agencies to share spectrum for emergency response purposes, particularly the Federal incident response channels and channels established for mutual aid and interoperability; and (6) publicize interoperability successes and/or best practices by public safety entities to serve as models to further interoperability.

68. *Schedule for 700 MHz Spectrum Auction.* We agree that the Commission should, consistent with recent legislation, maintain the schedule for commencing commercial spectrum auctions in the 700 MHz bands by January 28, 2008.[89] Accordingly, the Commission should proceed with current plans for developing auction rules and procedures, including the conclusion

[86] *Katrina Panel Report* at 37.

[87] DHS Comments at 9.

[88] E.g., National Communications System's Emergency Support Function 2 Training Conference, Homestead Air Reserve Base, Homestead, Florida (May 20-26, 2006).

[89] The Commission is required, under the Digital Television Transition and Public Safety Act of 2005, to commence the auction no later than January 28, 2008. *See* 47 U.S.C. § 309(j)(15)(C)(v), (vi), as enacted by the Digital Television Transition and Public Safety Act of 2005, Title III of the Deficit Reduction Act of 2005, Pub. L. No. 109-171, 120 Stat. 4, 22, § 3003(a)(2)(2006) ("Digital Television Transition and Public Safety Act of 2005").

of a pending rulemaking addressing the commercial 700 MHz spectrum. The Commission will commence auction of this spectrum in a manner consistent with the Digital Television Transition and Public Safety Act of 2005.

69. *Criteria for the Distribution of the $1 Billion Public Safety Interoperability Program.* We direct PSHSB to offer to work with NTIA and DHS, as appropriate, to establish criteria for the distribution of the $1 billion interoperability fund in a manner that best promotes interoperability with the 700 MHz band. No commenter opposed the idea of the FCC offering to work with NTIA and DHS in this regard. Although the statute places responsibility for implementing this grant program upon NTIA and DHS, the Commission could provide helpful input. We believe, however, that such funds should not be limited to the 700 MHz and 800 MHz bands and that the PSHSB should encourage NTIA and DHS to explore ways to use IP technology to facilitate interoperability with VHF and UHF. An IP-based approach would allow legacy systems to evolve into a broadband communications system. Additionally, any action relating to the 700 MHz band should include consideration of DHS' concern that the Katrina Panel's recommendations are focused only on state and local communications with little standardization across regions and, therefore, fail to address the need to incorporate federal coordination with state and local first responders into the solution.

70. *Expeditious Development, Review and Approval of Regional Plans.* We direct PSHSB to encourage, as part of their outreach efforts, the expeditious development of regional plans for use of 700 MHz systems and to promptly review and, where possible, approve such plans when submitted. This received strong support in the record. PSHSB should initiate outreach efforts to encourage states, tribal governments and localities to participate in the regional planning processes. PSHSB can work with regional planning committees in their efforts to develop regional plans and coordinate their plans with adjacent regions.

71. *Requests by Broadcasters to Terminate Analog Service in the 700 MHz Band.* Although we understand the importance of ensuring access to this spectrum by public safety agencies as quickly as possible, we must balance this goal with the need to protect consumers who could potentially lose service if they have not yet obtained digital televisions or converters. Accordingly, although we will endeavor to process requests from broadcasters to terminate analog service as quickly as possible, we will continue to review such requests pursuant to the policies previously adopted in *Upper 700 MHz Memorandum Opinion and Order and Further Notice of Proposed Rulemaking.*[90]

72. *Sharing of Spectrum.* We agree that implementation of the recommendation that the Commission work with NTIA and DHS to develop strategies and policies to expedite allowing Federal, state and local agencies to share spectrum for emergency response purposes would serve the public interest. We direct PSHSB, together with the Office of Engineering and Technology, to work with NTIA and DHS on this issue. There is record support for the Commission working with NTIA and DHS to allow Federal and non-Federal spectrum sharing

[90] Service Rules for the 746-764 and 776-794 MHz Bands and Revisions to Part 27 of the Commission's Rules, Carriage of the Transmissions of Digital Television Broadcast Stations, Review of the Commission's Rules and Policies Affecting the Conversion to Digital Television, *Memorandum Opinion and Order and Further Notice of Proposed Rulemaking*, WT Docket No. 99-168, CS Docket No. 98-120, MM Docket No. 00-83, 15 FCC Rcd 20845, 20871, ¶ 62 (2000).

for emergency response purposes, both in spectrum allocated for Federal and non-Federal uses.[91] NTIA states in its comments that it and the Interdepartment Radio Advisory Committee ("IRAC") already are considering a proposal to revise current rules to allow more flexible use by state and local governments, and to simplify the regulations governing the use of Federal interoperability channels.[92] The Commission should assist in these ongoing efforts in the IRAC and its subcommittees and should consider other possible solutions for making spectrum available for shared use by federal, state, tribal and local agencies for emergency response purposes.

73. *Publicizing Interoperability Successes and Best Practices.* We direct PSHSB to work with other federal agencies, the public safety community and the industry, as appropriate, to develop best practices to promote interoperability. In addition, PSHSB should encourage public safety organizations to provide interoperability success stories and make this information available on its website.

74. Resiliency and Restoration of E-911 Infrastructure and PSAPs. In order to ensure a more robust 911 and E-911 service, the Katrina Panel recommended that the Commission encourage the implementation of the following three best practices issued by the Network Reliability and Interoperability Council (NRIC):

> (1) Service providers and network operators should consider placing and maintaining 911 circuits over diverse interoffice transport facilities (*e.g.*, geographically diverse facility routes, automatically invoked standby routing, diverse digital cross-connect system services, self-healing fiber ring topologies, or any combination thereof).[93]
>
> (2) Network operators, service providers, equipment suppliers and public safety authorities should establish alternative methods of communication for critical personnel.[94]
>
> (3) Service providers, network operators and property managers should ensure availability of emergency/backup power (*e.g.*, batteries, generators, fuel cells) to maintain critical communications services during times of commercial power failures, including natural and manmade occurrences (*e.g.*, earthquakes, floods, fires, power brown/blackouts, terrorism). The emergency/backup power generators should be located onsite, when appropriate.[95]

75. We agree that PSHSB should be proactive in encouraging implementation of the first two of these NRIC recommendations, for example, through additional outreach efforts which could include, *inter alia*, NRIC best practice outreach efforts, promoting industry guidelines on its website, and working with FEMA to educate PSAP managers in disaster

[91] *See, e.g.*, BellSouth Comments at 20.

[92] NTIA Ex Parte at 1.

[93] *See NRIC VII Recommendation 7-7-0566*

[94] *See NRIC VII Recommendation 7-7-1011.*

[95] *See NRIC VII Recommendation 7-7-5204.*

management, PSAP rerouting, and the National Incident Management System. This is consistent with the recommendations of both NRIC and the Katrina Panel that these best practices be encouraged, but not required. No commenters asserted that there is a need to make these best practices mandatory at this time. Additionally, there may be legitimate concerns that implementation of diverse 911 circuits would be cost-prohibitive in certain cases.

76. NENA recommends that "the FCC or the state commissions, as appropriate, require all telephone central offices to have an emergency back-up power source."[96] St. Tammany's Parish Communications District 1 emphasizes the need for wireline providers to have backup procedures in place.[97] Several commenters supported this voluntary best practice and indicated that they have backup power available at their facilities. For example, AT&T agrees that it is important to have backup power to ensure the continued operation of the nation's 911 system during disasters and states that it looks forward to helping implement the Katrina Panel's recommendation that the Commission encourage the implementation of the NRIC backup power best practice.[98] AT&T reported that all of its central offices are equipped with backup batteries and/or diesel generators.[99] Verizon also stated that every critical component in its networks is protected by automatic power back-up systems.[100]

77. We agree with NENA's and St. Tammany Parish's suggestion and find that adoption of this requirement serves the public interest. Accordingly, pursuant to our authority under Section 1 of the Communications Act, as amended,[101] we will require all local exchange carriers (LECs), including incumbent LECs (ILECs) and competitive LECs (CLECs), as well as commercial mobile radio service (CMRS) providers to have an emergency back-up power source for all assets that are normally powered from local AC commercial power including those inside central offices, cell sites, remote switches and digital loop carrier system remote terminals. LECs and CMRS providers should maintain emergency back-up power for a minimum of 24 hours for assets inside central offices and eight hours for cell sites, remote switches and digital loop carrier system remote terminals that normally are powered from local AC commercial power.

78. Our expectation is that this requirement will not create an undue burden since several reported in their comments that they already maintain emergency back-up power. We realize, however, that this requirement may present a financial burden to some small carriers. Accordingly, we will not impose this requirement on LECs (including both ILECs and CLECs) that meet the definition of a Class B company as set forth in Section 32.11(b)(2) of the

[96] NENA Comments at 6.

[97] St. Tammany's Parish Communications District 1 asserts that "it is imperative that the LEC, CLECs, and wireless telephone providers be required to demonstrate they have adequate backup procedures in place." St. Tammany Parish Communications District 1 Comments at 2.

[98] AT&T Comments at 2.

[99] AT&T Comments at 13.

[100] Verizon Comments, at 7-8.

[101] 47 U.S.C. § 151.

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Commission's rules.[102] We will also not apply this requirement to non-nationwide CMRS providers with no more than 500,000 subscribers.[103]

79. For the same reasons set forth in ¶75, we find that PSHSB should be proactive in encouraging implementation, by all other communications providers, of the third NRIC recommendation set forth above in ¶74 which states that communications service providers, network operators and property managers should ensure the availability of emergency/backup power.

80. The Katrina Panel also recommended that the Commission encourage the implementation of an NRIC best practice that states that network operators should consider deploying dual active 911 selective router architectures to enable circuits from the caller's serving end office to be split between two selective routers in order to eliminate single points of failure. This NRIC best practice further states that diversity should also be considered on interoffice transport facilities connecting each 911 selective router to the PSAP serving end office.[104] Some commenters asserted that selective routers represent technology whose time has passed.[105] NENA contends that deployment of a dual selective router at this point should be done only if particular circumstances strongly favor such an approach.[106]

81. PSHSB should neither encourage nor mandate implementation of this NRIC best practice. We agree with the many commenters who advocated that public safety communications planning, including the 911 infrastructure, instead should move to incorporate IP-based technologies.[107] This will enable the public safety community to focus on future needs rather than requiring more from legacy systems, offer more redundancy and flexibility, and contribute greatly to improving compatibility between public safety systems that operate using different proprietary standards.

82. *Grant Eligibility.* We agree with the recommendation of the Katrina Panel that the FCC urge federal grant programs to permit state or local 911 commissions or emergency communications districts that provide 911 or public safety communications services to be

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[102] Section 32.11 provides that Class B companies are those companies that have annual revenues from regulated telecommunications operations that are less than the indexed revenue threshold. 47 C.F.R. § 32.11. The Wireline Competition Bureau recently announced that the 2006 revenue threshold for Class A to Class B companies is $134 million. *Public Notice*, "Annual Adjustment of Revenue Thresholds," DA 07-1706 (WCB, April 12, 2007). Although Section 32.11, by its terms, applies only to ILECs, we are applying the same revenue categories to CLECs for the purpose of the exception to this requirement.

[103] Although this standard is based on the Tier III CMRS definition which is defined as non-nationwide CMRS providers with no more than 500,000 subscribers as of the end of 2001, we note that we are not exempting from this requirement those non-nationwide CMRS providers that have grown to exceed the 500,000 subscriber threshold since 2001 as we believe that such providers are at a size where they should be able to comply with the emergency back-up power rule.

[104] *See NRIC VII Recommendations 7-7-0571.*

[105] AT&T Comments at 12-14; Cisco Comments at 4-7.

[106] NENA Comments at 4-5.

[107] AT&T Comments at 12-14; Cisco Comments at 4-7; NENA Comments at 3-5; St. Tammany Parish Communications District 1 Comments at 3; Texas Commission on State Emergency Communications and the Texas 9-1-1 Alliance (Texas 9-1-1 Entities) Comments at 2-5; TDI Reply Comment at 15-16.

eligible to apply for 911 enhancement and communications enhancement/interoperability grants. This recommendation also received strong support from APCO and NENA. We, therefore, direct PSHSB to consult with DHS and administrators of other applicable federal grant programs to explore this possibility. We caution, however, that PSHSB refrain from advocating any particular funding approach for state, tribal or local 911 commissions. Our goal is to support state, tribal and local 911 commissions in their efforts to enhance the redundancy, interoperability, and resiliency of their operations.

83. *Secondary Back-Up PSAPS.* The Katrina Panel also stated that the Commission should recommend the designation of a secondary back-up PSAP that is more than 200 miles away to answer calls when the primary and secondary PSAPs are disabled.[108] Most commenters, including APCO and NENA, did not support this recommendation.[109] APCO asserts that PSAPs 200 miles away would have difficulties with dispatch and that a better approach would be to have "mirrored" telephone central offices at remote locations. We decline to implement this Katrina Panel recommendation. Use of back-up PSAPs should be based on capabilities, common vulnerabilities and technical capabilities, not an arbitrary distance. Geographic remoteness is only one consideration; other considerations include the probability of disaster affecting both PSAPs, size of the PSAPs, the level of technology used at both PSAPs, radio interoperability, availability of operating support systems, and logistics for transporting and staffing PSAP personnel familiar with the geographic area covered by the disaster.

84. Other Recommendations Regarding First Responder Communications. Various commenters submitted additional recommendations for addressing first responder communications issues. We will address those issues below.

85. *Relocation of Existing Licensees on Interoperability Channels.* The Tennessee Statewide Interoperability Executive (the Tennessee SIEC) asserts that the Commission should move existing licensees on the VHF and UHF interoperability channels so that such channels are available for interoperability usage and do not have to compete with grandfathered dispatch operations or secondary telemetry, etc. The Tennessee SIEC also suggested that the Commission eliminate licensing of the interoperability channels for any purpose other than interoperability.

86. When the Commission designated the VHF and UHF interoperability channels, it sought to balance the need for improved interoperability capabilities below 512 MHz with the need to minimize the impact on incumbent licensees. The Commission therefore "grandfathered" incumbent licensees on a secondary basis only to interoperability communication rather than ordering them to vacate the channels or use them exclusively for interoperability purposes.[110] With regard to new licenses, the rules provide that these frequencies

[108] *Katrina Panel Report* at 39. The Panel noted that this "requires the FCC to eliminate any regulatory prohibition against the transport of 911 across LATA boundaries. As noted supra at ¶28 with respect to whether the Commission should grant carriers permanent relief from interLATA boundary restrictions as a way to enhance network resiliency, the BOCs have already raised the issue of relief from Section 272 and its implementing rules in a number of pending forbearance petitions and waiver requests. We will consider this issue in those proceedings as appropriate.

[109] *See, e.g.,* APCO comments at 5; NENA comments at 7-8.

[110] *The Development of Operational, Technical and Spectrum Requirements for Meeting Federal, State and Local Public Safety Agency Communication Requirements Through the Year 2010, Establishment of Rules and*

(continued....)

will be available primarily for interoperability-only communications.[111] We decline to amend our rules at this time to move existing licensees on the VHF and UHF interoperability channels. Instead, we find that a prudent approach would be first to consult with public safety coordinators. Accordingly, we direct PSHSB to consult the public safety frequency coordinator community through the Public Safety Communications Council to determine the extent of the problem, if any, and whether moving grandfathered licensees at this time would be feasible, and if so, how.

87. *Use of a Standard Continuous Tone Coded Squelch System.* The Tennessee SEIC suggested that the Commission mandate the use of a standard Continuous Tone Coded Squelch System ("CTCSS") to promote interoperability and minimize disruption at a disaster scene. We decline to initiate a rulemaking to implement Tennessee SEIC's suggestion at this time. The Commission has designated 5 VHF frequencies and 4 UHF channel pairs for interoperability use nationwide. Generally, VHF and UHF *analog* public safety radios include the CTCSS feature. Each radio "listens" for CTCSS tones transmitted by base stations, mobiles, or portables. If the tone is present, the user hears the communications directed to him/her, but other transmissions on the same frequency using a different CTCSS tone (or lacking a tone) are muted (squelched). Because these frequencies also have grandfathered, non-interoperable licensees, mandated use of a standard CTCSS on these channels would exclude (*i.e.*, tune out) these incumbents. Use of different tone coded squelch frequencies on the interoperability channels could prohibit units from different jurisdictions from communicating at the scene of a disaster, which undermines the purpose of interoperability. Mandating a common CTCSS tone could impose unwarranted economic burdens by requiring the purchase of additional equipment or modification of existing equipment to employ such a tone. A mandated, common CTCSS also could adversely impact grandfathered licensees operating on the VHF and UHF interoperability channels.

88. There is not enough information in the record to recommend a rulemaking at this point. However, it would be prudent to consult with the public safety frequency coordinators to ascertain the scope of the problem and determine whether Commission action is warranted. We therefore direct PSHSB to consult with public safety frequency coordinators and ask them to study this proposal and provide further input to the Commission.

89. *Statewide Channels.* The Tennessee SIEC advocates that, in order to help states keep their statewide channels clear, the Commission should allow state agencies to provide FCC designated frequency coordinators with a list of FCC designated "Statewide" channels for protection within 35 to 50 miles of the state border depending upon terrain protection.[112] We direct PSHSB to consult with public safety coordinators on the problem of keeping statewide channels clear.

90. *Licensees Adjacent to Interoperability Channels.* The Tennessee SIEC also advocates that the Commission mandate that the wideband licensees adjacent to the VHF/UHF interoperability channels move to narrowband emission to minimize interference to

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Requirements For Priority Access Service, WT Docket No. 96-86, Third Memorandum Opinion and Order and Third Report and Order, 15 FCC Rcd 19844, 19844-45 (2000).

[111] 47 C.F.R. § 90.20 (d)(80).

[112] *See* Tennessee SEIC Comments at 1 (July 31, 2006).

interoperability channels. We note our rules already require that this be done.[113] Accordingly, no further action is necessary at this time.

91. *Designation of 155.370 MHz as a Nationwide Inter-agency Channel.* The Tennessee SIEC also advocates that the Commission designate 155.370 MHz as a nationwide inter-agency channel and implement a CTCSS tone to minimize interference.[114] We refrain, at this time, from initiating a rulemaking to amend our rules to designate 155.370 MHz as an inter-agency channel nationwide and implement a CTCSS tone to minimize interference. Designating this public safety frequency as an inter-agency channel nationwide may have a significant impact on existing incumbents on this frequency and adjacent channel incumbents. Overcoming interference concerns, particularly since VHF spectrum is traditionally congested, may prove challenging. The potential impact on existing licensees, including increased equipment costs, outweighs any benefits of designating a sixth VHF frequency for interoperability. We also note that the existing nationwide inter-agency channels were recommended by the four public safety coordinators and were adopted by the Commission partly because these were the "least licensed."

92. *Common Nomenclature.* The Tennessee Statewide Interoperability Executive and others recommend that the Commission mandate a common nomenclature for the designated interoperability channels and require each state to have a functional Statewide Interoperability Executive Council.[115] These issues were raised in the 7th NPRM in WT Docket No. 96-86 and we will address them in that proceeding.[116]

93. *Mutual Aid Channels.* The Tennessee SIEC also stated that the Commission should encourage public safety frequency coordinators to keep designated Fire mutual aid channels (*i.e.* 154.265, 154.280, 154.295 MHz) and their narrowband counterparts and the National Law Enforcement Channel (*i.e.* 155.475 MHz) for mutual aid only.[117] We refrain from concluding that the Commission should encourage public safety frequency coordinators to keep designated mutual aid channels for aid only, until the Commission can engage the public safety frequency coordinator community further on this issue. These frequencies have special limitations that make them available for specified mutual aid purposes, but the Tennessee SIEC suggests that the public safety frequency coordinators currently approve the use of these frequencies for non-mutual aid purposes. In order to evaluate the merits of this proposal, the Commission should consult with the public safety frequency coordinator community through the Public Safety Communications Council. Accordingly, we direct PSHSB to engage in such consultation and provide a recommendation on this issue.

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[113] 47 C.F.R. § 90.209(b)(5) n.3, (b)(6); *see also Implementation of Sections 309(j) and 337 of the Communications Act of 1934 as Amended*, WT Docket No. 99-87, Second Report and Order and Second Further Notice of Proposed Rulemaking, 18 FCC Rcd. 3034 (2003).

[114] *See* Tennessee SEIC Comments at 2 (July 21, 2006).

[115] Tennessee State Interoperability Executive Committee Comments at 2 (July 21, 2006).

[116] *See Development of Operational, Technical and Spectrum Requirements for Meeting Federal, State and Local Public Safety Communications Requirements Through the Year 2010*, WT Docket No. 96-86, Fifth Memorandum Opinion and Order, Sixth Report and Order and Seventh Notice of Proposed Rulemaking, 20 FCC Rcd 831, 854-58, ¶¶ 57-61, 64-68 (2005).

[117] Tennessee State Interoperability Executive Committee Reply Comments at 1 (July 31, 2006).

94. *911 Analysis.* NENA asserts that the Commission should require all 911 system service providers (SSPs) to analyze and provide detailed information on the redundancy, resiliency, and dependability of 911 networks and to provide detailed information to the Commission on areas where these issues are treated in the network and areas where there are gaps.[118] NENA states that all 9-1-1 SSPs should be required to submit a plan to the Commission outlining this information and steps they intend to take to ensure diversity and dependability in the network, including any plans they have to migrate their network to an IP-based platform that will enable the migration from the existing 911 system to next generation 911 architecture. NENA also argues that these plans should be made available to leading public safety organizations.[119]

95. AT&T asserts that NENA's proposal is misdirected because it is the PSAP, not the service provider, that must determine the best way to mitigate single points of failure within its 911 network in a cost effective manner.[120] Similarly, the United States Telecom Association (US Telecom) argues that ILECs do not own 911 networks, but merely provide inputs for them and should not, therefore, be required to report to the Commission regarding the dependability of these networks.[121] US Telecom argues that ILECs do not need to be burdened with additional reporting requirements and regulatory mandates, but rather need flexibility to create redundancies in their networks not mandates requiring them to do so where it is unnecessary.[122] AT&T also asserts that the NENA fails to explain how the Commission could make use of such detailed information in any manner that does not duplicate how 911 service providers already interact with PSAPs and state regulatory authorities.[123] AT&T and US Telecom assert that requiring the unnecessary further dissemination of this information could have serious adverse consequences for service providers, for whom those proprietary data have substantial competitive value, and for the general public if that information is compromised and comes into possession of persons and groups with criminal intentions.[124]

96. We agree that the Commission should require the analysis of 911 and E911 networks and the submission of reports regarding the status of these networks. Although NENA's proposal appears to be limited to 911 SSPs, which are typically incumbent local exchange carriers (ILECs), we believe that, with the exceptions described below, this requirement should apply all LECs, including ILECs and CLECs, CMRS providers required to comply with the wireless 911 rules[125] and interconnected Voice over Internet Protocol (VoIP)

[118] NENA Comments at 5-6; St. Tammany Parish Communications District 1 Comments at 2.

[119] *Id.*

[120] AT&T Reply Comments at 3-4. AT&T recommends that PSAPs "routinely review their 911 networks with the service providers and identify points where facilities are not diverse." AT&T Comments at 12-13; AT&T Reply Comments at 3-4.

[121] US Telecom Reply Comments at 8-9.

[122] US Telecom Reply Comments at 8-9.

[123] In support of this assertion, AT&T cites Public Utility Commission of Texas Rules, Section 26.433, *available at* www.puc.state.tx.us/rules/subrules/telecom/26.433/26.433.pdf.

[124] AT&T Reply Comments at 3-4; US Telecom Reply Comments at 8-9.

[125] *See* 47 C.F.R. § 20.18.

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service providers.[126] It is critical that Americans have access to a resilient and reliable 911 system irrespective of the technology used to provide the service. Therefore, we will require LECs, including both ILECs and CLECs, CMRS providers required to comply with the wireless 911 rules and interconnected VoIP service providers analyze and provide detailed reports on the redundancy, resiliency, and dependability of their 911 and E911 networks and systems. Where relevant, the reports should include steps the service provider intends to take to ensure diversity and dependability in the network and/or system, including any plans they have to migrate their network to a next generation IP-based E911 platform. This requirement will serve the public interest and further the Commission's statutory mandate to promote the safety of life and property through the use of wire and radio communication.[127]

97. We are mindful that this requirement may cause a financial burden to certain small carriers. Accordingly, we will not impose this reporting requirement on LECs, including ILECs and CLECs, that meet the definition of a Class B company set forth in Section 32.11(b)(2) of the Commission's rules.[128] We will also not impose this reporting requirement on Tier III CMRS carriers.[129] Interconnected VoIP service providers will be exempt from this requirement if their annual revenues fall below the revenue threshold established pursuant to Section 32.11 of the Commission's rules. NENA recommends that these reports be shared with "leading public safety organizations." Although we believe there is some benefit to sharing these reports with certain public safety organizations, we also understand that these reports will likely contain competitive and other information that should be accorded confidential treatment under our rules. To balance these concerns, we will share these reports with NENA, APCO, and The National Association of State 9-1-1 Administrators, the public safety organizations that previously have been provided copies of 911-related reports, but only pursuant to a protective order consistent with the model protective order previously adopted by the Commission.[130] We delegate authority to PSHSB to issue such protective orders.

[126] "Interconnected VoIP services" are services that (1) enable real-time, two-way voice communications; (2) require a broadband connection from the user's location; (3) require IP-compatible customer premises equipment; and (4) permit users to receive calls from and terminate calls to the public switched telephone network. *See IP-Enabled Services; E911 Requirements for IP-Enabled Service Providers*, WC Docket No. 06-36, 05-196, First Report and Order and Notice of Proposed Rulemaking, 20 FCC Rcd 10245, 10257-58 ¶ 24 (2005), *aff'd, Nuvio Corp v. FCC*, 473 F.3d 302 (D.C Cir. 2006) (*VoIP 911 Order*).

[127] *See* 47 U.S.C. § 151.

[128] Section 32.11 of the Commission's rules defines Class B companies as "[c]ompanies having annual revenues from regulated telecommunications operations that are less than the indexed revenue threshold." 47 C.F.R. § 32.11 (b)(2). The Wireline Competition Bureau recently announced that the 2006 revenue threshold for Class A to Class B companies is $134 million. *Annual Adjustment of Revenue Thresholds*, Public Notice, DA 07-1706 (WCB, April 12, 2007). Although Section 32.11, by its terms, applies only to ILECs, we are applying the same revenue categories to CLECs for the purpose of the exception to this requirement.

[129] Tier III carriers are non-nationwide CMRS providers with no more than 500,000 subscribers at the end of 2001. *See Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems; Phase II Compliance Deadlines for Non-Nationwide Carriers*, CC Docket No. 97-102, Order to Stay, 17 FCC Rcd 14841, 14848 ¶ 22 (2002).

[130] *See In the Matter of Examination of Current Policy Concerning the Treatment of Confidential Information Submitted to the Commission*, Report and Order, GC Docket No. 96-55, 13 FCC Rcd 24816 (1998).

98. AT&T and US Telecom argue that this should not be the duty of SSPs which are typically ILECs, suggesting that PSAPs are better situated to perform such an analysis. PSAPs know whether they have alternative facilities into their buildings and whether they have backup/alternative PSAP sites. However, carriers, not PSAPs, know about the selective routers, the routing between selective routers and the central offices from which customers may call, and the diversity in the interoffice facilities between the selective router and the central office serving the PSAP. PSAPs should know whether they ordered facility diversity, but they do not have insight regarding how, or even if, this was provisioned. US Telecom also argued that ILECs should not be subject to mandates requiring them to create redundancies in their networks; however, the rule we adopt requires only an analysis and report, it does not require carriers to create additional network redundancies.

99. Accordingly, pursuant to our authority under Section 403 of the Communications Act, as amended,[131] we will require LECs, CMRS providers required to comply with the wireless 911 rules and interconnected VoIP service providers, except those exempted above, to conduct an analysis of the resiliency and reliability of their 911 networks or systems and to submit a report to the Commission. We delegate to PSHSB the authority to implement and activate a process through which these reports will be submitted, including the authority to establish the specific data that will be required from each category of communications provider. We also direct PSHSB to make efforts to ensure that carriers subject to state regulations requiring the reporting of similar information are afforded the opportunity to meet this requirement by submitting the state report. The report will be due 120 days from the date that the Commission or its staff announces activation of the 911 network and system reporting process.

100. We also note that NRIC VII developed best practices that could address this issue. Accordingly, we direct PSHSB to continue to encourage industry to implement NRIC's best practices in this area, to continue to encourage industry to develop best practices in this area specific to their locale, and to continue to work to see that such recommendations, and any resulting adopted best practices, are made available on the Commission's website.

101. *Two-Way Paging Initiative.* Commenters recommended that the Commission permit the use of 900 MHz B/ILT pool of spectrum for two-way paging systems either owned by public safety users or dedicated to the provision of emergency communications.[132] We direct PSHSB, in coordination with WTB, to consider this issue and to determine what action, if any, should be implemented.

102. *McVey Petition for Rulemaking.* In his comments, W. Lee McVey requests that the Commission initiate a rulemaking to create a new radio service in the 148-150 MHz band "to facilitate interoperability between different first responders during and following a national emergency."[133] We note that the 148-149.9 band is allocated on a primary basis for federal Fixed, Mobile and Mobile Satellite (Earth-to-Space) service and the 149-150.05 MHz segment is allocated on a co-primary basis for federal and non-federal Mobile Satellite (Earth-to-space) and Radio navigation Satellite Services, and that the petition does not address this use nor does it

[131] 47 U.S.C. § 403.

[132] *See e.g.*, AAPC Comments.

[133] McVey Petition at 22.

explain what rules would be necessary to govern access to this spectrum. Given the potential impact of McVey's proposal to spectrum allocated for federal use, we direct PSHSB, together with OET, to seek feedback from NTIA on this petition. Upon receiving such feedback, we direct PSHSB and OET to make a determination on the appropriate action to be taken on this petition.

D. Emergency Communications to the Public

103. Revitalize and Publicize the Emergency Alert System. The Katrina Panel suggests a number of recommendations to revitalize and publicize the existing Emergency Alert System ("EAS"). To facilitate and complement the use of the existing EAS, the Katrina Panel recommends that the Commission should: (a) educate state and local officials about EAS, its benefits, and how it can be best utilized; (b) develop a program for educating the public about the EAS and promote community awareness of potential mechanisms for accessing those alerts sent during power outages or broadcast transmission failures; (c) move expeditiously to complete its proceeding to explore the technical and financial viability of expanding the EAS to other technologies, such as wireless services and the Internet, recognizing that changes to communications networks and equipment take time to implement; (d) consistent with proposed legislation, work with Congress and other appropriate federal departments and agencies to explore the technical and financial viability of establishing a comprehensive national warning system that complements existing systems and allows local officials to increase the penetration of warnings to the public as well as target, when necessary, alerts to a particular area; (e) work with the DHS and other appropriate federal agencies on pilot programs that would allow more immediate evaluation and testing of new notification technologies; and (f) work with the Department of Commerce to expand the distribution of certain critical non-weather emergency warnings over National Oceanic and Atmospheric Administration (NOAA) weather radios to supplement the EAS.[134]

104. We agree that we should encourage state, tribal and local governments to use EAS as a mechanism to deliver emergency alerts. Accordingly, we direct PSHSB to engage in outreach efforts to educate state, tribal and local governments about the EAS. In addition, we direct PSHSB to take steps to educate the public about EAS. We also note that PSHSB has coordinated with DHS on EAS issues, including issues related to the development of a state-of-the-art public alert and warning system. We direct PSHSB to continue those efforts.

105. Finally, on the issue of expanding the scope of EAS to include new technologies, as the Katrina Panel acknowledges, this issue is already the subject of our ongoing EAS rulemaking proceeding.[135] In addition, pursuant to the recently enacted WARN Act,[136] the Commission established an advisory committee – the Commercial Mobile Service Alert

[134] *Katrina Panel Report* at 40.

[135] *Review of the Emergency Alert System*, First Report and Order and Further Notice of Proposed Rulemaking, EB Docket No. 04-296, 20 FCC Rcd 18625 (2005). We note that, in a separate action on May 31, 2007, the Commission adopted a Second Report and Order and Further Notice of Proposed Rulemaking in the EAS proceeding that addresses some of the Katrina Panel's recommendations. *See* FCC Takes Action To Further Strengthen Nation's Emergency Alert System, *News Release*, (May 31, 2007) (*"EAS News Release"*).

[136] The Warn Act establishes a framework by which commercial mobile service providers may voluntarily transmit emergency alerts.

Advisory Committee – to develop and recommend technical standards and protocols by which commercial mobile service (CMS) providers may voluntarily transmit emergency alerts. The Committee has a diverse membership, including over forty representatives from the wireless and broadcast industries, public safety, equipment manufacturers, organizations representing people with disabilities and the elderly, FEMA and NOAA. Thus far, the Committee has held three full Committee meetings and a number of informal working group meetings. The Commission expects that the Committee will meet its statutory deadline of submitting recommendations to the Commission by October 12, 2007.

106. Ensuring that People with Disabilities and Non-English Speaking Persons Receive Alerts. The Katrina Panel recommended that the Commission promptly find a mechanism to resolve technical and financial hurdles in the EAS system to ensure that non-English speaking people or people with disabilities have access to public warnings, if readily achievable.[137] The Panel also recommended that the Commission work with trade associations and the disability community to create and publicize best practices for serving persons with disabilities and non-English-speaking Americans and encourage state and local government agencies that provide emergency information to take steps to make this information accessible to persons with disabilities and non-English speaking Americans.[138]

107. We note that the issue of making EAS alerts accessible to people with disabilities and to those who do not speak English is already the subject of the EAS rulemaking proceeding.[139] Moreover, the Commercial Mobile Service Alert Advisory Committee will consider these issues in the context of wireless carriers' participation in emergency alerts. On the broader issue of ensuring that emergency information reaches people with disabilities and non-English speaking Americans, we direct PSHSB, along with Consumer & Government Affairs Bureau (CGB) as appropriate, to work with the industry, state, tribal and local governments and organizations representing people with disability and non-English speaking persons on these issues.[140]

108. Ensuring Consistent and Reliable Emergency Information Through a Consolidated and Coordinated Public Information Program. The Katrina Panel recommended that public information functions should be coordinated and integrated across jurisdictions and across functional agencies, among federal state, local and tribal partners, and with private sector and non-governmental organizations.[141] The Panel recommended that the Commission work with involved parties to facilitate the integration of media representatives into the development of disaster communications plans (Emergency Support Function #2).[142] The Panel also urged the designation of a public information officer at each Emergency Operations Center to handle

[137] *Katrina Panel Report* at 41.

[138] *Id.*

[139] We note that, in the Further Notice of Proposed Rulemaking adopted in the EAS proceeding on May 31, 2007, the Commission sought further comment on these issues. *See EAS News Release, supra.*

[140] In addition, in the EAS Second Report and Order, the Commission directed PSHSB to convene a meeting, or a series of meetings, as soon as possible to address providing emergency information to non-English speakers. *See EAS News Release, supra.*

[141] *Katrina Panel Report* at 41.

[142] *Id.*

media and public inquiries, emergency public information and warning, and other functions. The Panel advocates the formation of a Joint Information Center ("JIC") during large scale disasters.[143] The JIC would collocate representatives from federal, regional, state, local and/or tribal EOCs responsible for primary incident coordination responsibilities. The JIC would provide a mechanism to integrate public information activities from various jurisdictions and organizations and would include media operations.

109. We believe this issue is thoroughly addressed by the National Response Plan under Emergency Support Function #15—External Affairs and the Public Affairs Support Annex. ESF #15 ensures that sufficient federal assets are deployed to the field during a potential or actual Incident of National Significance to provide accurate, coordinated, and timely information to government, media, the private section and the local populace. This provides the resource support and mechanisms to implement the NRP Incident Communications Emergency Policy and Procedures described in the NRP Public Affairs Support Annex. The NRP Public Support Annex describes the interagency policies and procedures used to rapidly mobilize federal assets to prepare and deliver coordinated and sustained messages to the public in response to Incidents of National significance and other major domestic emergencies. In addition, the NRP Public Affairs Support Annex specifically addresses the formation of JICs.

110. The Katrina Panel recommended that the Commission should work with federal, state, and local agencies to ensure consistent and reliable emergency information through a consolidated and coordinated public information program. We note that state, tribal and local officials play a key role in forming messages as they are sent to the public. Nonetheless, we direct PSHSB to continue to work with DHS and state, tribal and local governments on the consolidation and coordination of public information as part of its supporting role under the NRP's ESF #15 and the Public Affairs Annex.[144]

E. Other Recommendations

111. Amateur Initiatives. Several amateur radio operators recommended changes to Part 97 of the Commission's rules which govern amateur radio. Many of the changes have already been implemented and thus require no further action. For example, the Commission recently eliminated Morse Code proficiency as a license qualification requirement,[145] an action supported by several commenters in this proceeding.[146] The Commission also previously decided to phase out RACES station licenses,[147] making proposed changes to rules relevant to

[143] *Id.* at 41-42.

[144] The Commission is a Support Agency for the NRP's ESF #2 which addresses communications. ESF #2 ensures the provision of Federal communications support to Federal, State, local, tribal and private-sector response efforts during an Incident of National Significance. This Emergency Support Function supplements the provisions of the National Plan for Telecommunications Support in On-Wartime Emergencies. Coordination of public information is not a function assigned to ESF #2.

[145] Amendment of Part 97 of the Commission's Rules to Implement WRC-03 Regulations Applicable to Requirements for Operator Licenses in the Amateur Radio Service, *Report and Order and Order on Reconsideration*, WT Docket No. 05-235, FCC 06-178 (released December 19, 2006).

[146] *See e.g.*,, Cline Comments at 1; Creal Comments, at 1; Walz Comments, at 1; Flynn Comments at 1; Wade Comments at 1-2; Sewell Comment at 1.

[147] *1998 Biennial Regulatory Review — Amendment of Part 97 of the Commission's Amateur Service Rules*, Report and Order, WT Docket No. 98-143, 15 FCC Rcd 315, 351, ¶63 (1999).

(continued....)

these licenses moot. Finally, the Commission previously clarified that Part 97 does not prohibit amateur radio operators who are emergency personnel engaged in disaster relief from using their amateur radio bands while in a paid duty status.[148] We also note that several recommendations made by amateur radio operators remain pending before the Commission and, accordingly, we take no action on those in this proceeding.[149] We do note that the amateur radio community played an important role in the aftermath of Hurricane Katrina and other disasters. Accordingly, we order PSHSB to include the amateur radio community in its outreach efforts.[150]

112. Low Power Broadcast Service Initiatives. Prometheus Radio Project and Amherst Alliance submitted a number of recommendations regarding the Low Power FM service as well as other low power broadcast services. Specifically, these commenters recommended that the Commission: (1) remind Congress that it has previously recommended that the statutory restrictions on adjacent channel spacing of Low Power FM stations should be repealed; (2) open a filing window for 10 watt LPFM license applications; (3) establish 250 watt LPFM stations; and (4) establish Low Power AM stations; and (5) resolve the LPFM rulemaking proceeding.[151] We will refer these issues to the Media Bureau for handling as appropriate.

113. Modification of "Substantial Service" Policies for NPCS Channels. The American Association of Paging Carriers (AAPC) asserts that the Commission should "modify its 'substantial service' policies governing Part 24 NPCS channels so that licensees leasing, disaggregating or partitioning NPCS spectrum for use by two-way paging systems for emergency communications, including leasing, disaggregating or partitioning spectrum for 'back haul' channels that can be paired with traditional 929/931 MHz paging channels, also will be deemed to be providing 'substantial service' on the spectrum retained by the NPCS licensee."[152] Because this issue relates to general construction policy, we will refer this issue to the Wireless Telecommunications Bureau for appropriate handling.

114. Designation of 700 MHz Spectrum for Critical Infrastructure. Some commenters recommend that the Commission designate a portion of the 700 MHz band for use by critical

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(...continued from previous page)

[148] Amendment of Part 97 of the Commission's Rules Governing the Amateur Radio Services, *Report and Order*, WT Docket No. 04-140, FCC 06-149 at para. 52 (released October 10, 2006).

[149] For example, we note that some commenters requested that the Commission adopt rules overriding bands of antennas used by amateur radio operators who are trained as emergency communicators. *See, e.g.*, Amherst Alliance Reply Comments at 8-11. We note that a petition for rulemaking has been filed separately on this issue and we will address this issue in the context of that filing. Other commenters raised issues that are part of the Commission's pending consideration of a Petition for Rulemaking filed by ARRL (RM 11306). Those issues will be addressed in that proceeding.

[150] We decline to take regulatory steps to protect the communications infrastructure from Electromagnetic Pulse ("EMP") attacks as recommended by amateur radio operators Nicholas Leggett and Donald Schellhardt. *See Leggett, et al. Comments*, at 1-12. The Commission has previously addressed and rejected such requests by Mr. Leggett and Mr. Schellhardt. Other government agencies, such as DHS and the National Institute of Standards and Technology are examining issues relating to EMP threats.

[151] *See e.g.*, Prometheus Radio Comments at 12-13; Amherst Alliance Reply Comments at 2-6.

[152] AAPC Comments at ii.

infrastructure industry use.[153] We will address this issue in the context of our 700 MHz proceedings.

115. CALEA Exemption for Temporary Ad Hoc Networks. Champaign Urbana Wireless Network *et al* asks that the Commission clarify that volunteers who build ad hoc networks in response to an emergency need not comply with CALEA. They state that, in response to Hurricane Katrina, volunteers created numerous wireless networks to provide needed Internet connectivity for Red Cross shelters and others in areas where Katrina destroyed or substantially degraded existing infrastructure. On completing construction of these ad hoc networks, the volunteers turned these networks over to local operators and move on to help others.

116. Champaign Urbana *et al* states that many of these ad hoc networks remained in operation for months and may still remain in operation today. They state that volunteers who generally did not maintain contact or provide any services for these networks once they turn them over to local operators. They state that these volunteers are not telecommunications carriers to whom CALEA generally applies and that these volunteers do not provide these services for hire. In addition, they state that these volunteers do not fall under the "substantial replacement provision" of the Act.

117. They request that the Commission establish a blanket waiver for *ad hoc* wireless networks created in response to a state of emergency; and that any liability that might arise for failure to comply with CALEA if the networks remain in operation after the emergency would not lie with those who created the network so long as they turned control over the network to others. To the extent the Commission determines that these volunteers are subject to CALEA, Champaign Urbana *et al* requests that the Commission provide a general waiver pursuant to its authority to exempt any "class or category of telecommunications carrier."

118. We do not have sufficient information in the record to justify grant of a blanket waiver as Champaign Urbana suggests. First it is not clear whether Champaign Urbana's request is for a blanket waiver of ad hoc temporary networks in all cases of emergencies, including those involving terrorist attacks. If so, such a waiver could actually impede law enforcement and thus hinder the purposes of CALEA. Moreover, we note that CALEA exemptions may only be granted after formal consultation with the U.S. Attorney General and that the Federal Bureau of Investigation (which formally has been designated by the Attorney General to handle CALEA obligations) has previously opposed granting blanket CALEA exemptions. For these reasons, we decline to issue a blanket waiver for these types of networks. Rather, we think the appropriate approach would be to review requests for exemptions of these types of networks (and the volunteers who construct them) on a case-by-case basis.

119. Closed Captioning and Telecommunications Relay Service Issues. Telecommunications for the Deaf and Hard of Hearing (TDI) recommends that: (1) broadcasters establish contracts or cooperative agreements among captioning providers to ensure that broadcasts can be captioned in the event of emergencies regardless of the emergency's

[153] UTC Reply Comments at 6.

location;[154] (2) captioning services personnel should be designated as essential personnel;[155] (3) the Commission require all Telecommunications Relay Service ("TRS") providers to have back-up power ready to operate for a minimum of 72 hours;[156] (4) the Commission should require that all TRS providers have contingency plans for transfer of calls from TRS centers that may be unable to operate due to catastrophic damage or overwhelming volume of calls from other centers;[157] and (5) all TRS personnel should be deemed essential personnel during emergencies.[158]

120. We direct CGB to consider these issues in an appropriate proceeding. In this regard, we note that, on December 29, 2006, the Commission released a Public Notice that provides steps that video programming distributors may take to obtain closed captioning services quickly in the event of an emergency.[159] With respect to TDI items (2) and (5), we note that the FCC has no jurisdiction over who is declared an "essential service provider," nonetheless we will direct PSHSB to work with DHS on this issue.

121. The American Association of People with Disabilities (AAPD) suggests that the Commission consider encouraging IP Relay and Video Relay Service (VRS) providers to develop solutions for handling emergency calls through TRS.[160] This issue was raised in the November 30, 2005 VRS 9-1-1 NPRM,[161] has been the subject of an E9-1-1 Disability Access Summit held at the Commission on November 15, 2006, and is pending before the Commission. CGB's Disability Rights Office and PSHSB will continue to work with the disability community and Internet-based TRS providers on these issues.[162]

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[154] Telecommunications for the Deaf and Hard of Hearing, Incorporated; American Association of People with Disabilities; Association of Late-Deafened Adults; California Coalition of Agencies Serving the Deaf and Hard of Hearing; Deaf & Hard of Hearing Consumer Advocacy Network; and National Association of the Deaf Reply Comments ("TDI Reply Comments") at 7.

[155] TDI Reply Comments at 14.

[156] The rules currently require that most TRS providers operate, 24 hours a day, seven days a week and that they have redundancy features similar to those in central offices, including uninterruptible power for emergency use. *See* 47 C.F.R. § 64.604(b)(4)(i-ii).

[157] TDI Comments at 14.

[158] *Id.*

[159] *See Obligation Of Video Programming Distributors To Make Emergency Information Accessible To Persons With Hearing Disabilities Using Closed Captioning*, DA 06-2627 (Public Notice) (released December 29, 2006).

[160] AAPD Comments at 2-3.

[161] *In the Matter of Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities*, (Notice of Proposed Rulemaking), CG Docket No. 03-123, 20 FCC Rcd 19476 (2005).

[162] Citing Section 255 of the Communications Act, AAPD urges the Commission to consider requiring captioning for PDAs, cell phones and other "converged" devices that have the ability to display text along with video. AAPD Comments at 2-3. Section 255, however, is restricted to "telecommunications service and equipment" devices, and not equipment such as televisions, iPods, etc. We also believe that extension of the closed captioning requirements to the types of devices mentioned by AAPD would require an amendment to the Television Decoder Circuitry Act of 1990, or other legislation by Congress.

IV. PROCEDURAL MATTERS

A. Final Regulatory Flexibility Act Analysis

122. As required by Section 603 of the Regulatory Flexibility Act (RFA), 5 U.S.C. § 604, the Commission has prepared a Final Regulatory Flexibility Analysis of the possible impact of the rule changes contained in this Order on small entities. The Final Regulatory Flexibility Act analysis is set forth in Appendix C, *infra*. The Commission's Consumer & Government Affairs Bureau, Reference Information Center, will send a copy of this Order, including the Final Regulatory Flexibility Act Analysis, to the Chief Counsel for Advocacy of the Small Business Administration.

B. Final Paperwork Reduction Act of 1995 Analysis

123. This Order contains new information collection requirements. The Commission, as part of its continuing effort to reduce paperwork burdens, invites the general public, the Office of Management and Budget ("OMB") and other Federal agencies to comment on the information collection requirements contained in this Order, as required by the Paperwork Reduction Act of 1995, Public Law 104-13. Public and agency comments are due 60 days from date of publication of the Order in the Federal Register. In addition, pursuant to the Small Business Paperwork Relief Act of 2002, Public Law 107-198, *see* 44 U.S.C. 3506(c)(4), we previously sought specific comment on how the Commission might "further reduce the information collection burden for small business concerns with fewer than 25 employees." In this present document, we have assessed the effects of requiring the analysis of 911 and E911 networks and the submission of a report on the resiliency and reliability of those networks, by LECs, CMRS providers required to comply with the wireless 911 rules, and interconnected VoIP service providers. We have specifically exempt LECs that meet the definition of a Class B company set forth in Section 32.11(b)(2) of our rules,[163] Tier III CMRS carriers, and interconnected VoIP service providers with annual revenues below the revenue threshold established pursuant to Section 32.11 of our rules from these requirements.[164] We find that this imposes minimal regulation on small entities to the extent consistent with our goal of advancing our public safety mission.

C. Congressional Review Act Analysis

124. The Commission will send a copy of this Order in a report to be sent to Congress and the Government Accountability Office pursuant to the Congressional Review Act, *see* 5 U.S.C. 801(a)(1)(A).

D. Alternative Formats

125. Alternative formats (computer diskette, large print, audio cassette, and Braille) are available to persons with disabilities by sending an e-mail to FCC504@fcc.gov or calling the Consumer and Governmental Affairs Bureau at (202) 418-0530, TTY (202) 418-0432.

[163] *See supra* n.102 and n.128.

[164] *See supra* n.103 and n.129.

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V. ORDERING CLAUSES

126. Accordingly, IT IS ORDERED, pursuant to the authority contained in Sections 1, 4(i)-(k), 4(o), 5(c), 201, 214(a), 218, 219, 271, 272, 301, 303(g), 303(j), 303(r), 332, 403, 621(b)(3), and 621(d) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151, 154(i)-(k), 154(o), 155(c), 201, 214(a), 218, 219, 271, 272, 301, 303(g), 303(j), 303(r), 332, 403, 541(b)(3), and 541(d), that this Order in EB Docket No. 06-119 and WC Docket No. 06-63 IS ADOPTED and that the Commission's Rules are amended as set forth in Appendix B. The rules adopted in this Order shall become effective 30 days after publication in the Federal Register, except that the new information collection requirement contained in Appendix B will not become effective prior to OMB approval. The reports on the redundancy, resiliency and reliability of 911 and E911 networks are due 120 days from the date that the Commission or its staff announces activation of the OMB-approved reporting process. The remainder of this Order shall become effective upon the release date of this Order, except as noted in ¶ 128.

127. IT IS FURTHER ORDERED that the Commission's Public Safety and Homeland Security Bureau, Consumer and Governmental Affairs Bureau and Office of Engineering and Technology take action as directed in this Order. The Commission's Public Safety and Homeland Security Bureau shall report to the Commission on its efforts three months from the date of release of this Order and nine months from the date of release of this Order.

128. IT IS FURTHER ORDERED that the Special Temporary Authority and waiver of Section 272 of the Act and its implementing rules to allow AT&T, Verizon and Qwest to share non-public, Bell Operating Company (BOC) network information with their Section 272 and other affiliates, as necessary to engage in integrated disaster recovery planning, IS EXTENDED to a one year period ending April 20, 2008 for AT&T[165] and to June 9, 2008 for Verizon and Qwest, effective on the date of release of this Order.

[165] AT&T's relief was originally scheduled to expire on April 20, 2007, but was extended by PSHSB to April 27, 2007. In light of this, we grant AT&T's extension *nunc pro tunc* back to April 27, 2007.

129. IT IS FURTHER ORDERED that the Commission's Consumer and Governmental Affairs Bureau, Reference Information Center, SHALL SEND a copy of this Order, including the Final Regulatory Flexibility Analysis, to the Chief Counsel for Advocacy of the Small Business Administration.

FEDERAL COMMUNICATIONS COMMISSION

Marlene Dortch

Secretary

APPENDIX A

List of Commenters

Comments in EB Docket No. 06-119

Comments

1. Agile Communications Group
2. Alabama Broadcasters Association, Florida Association of Broadcasters
3. Louisiana Association of Broadcasters and the Mississippi Association of Broadcasters
4. Alliance for Telecommunications Industry Solutions
5. American Association of Paging Carriers
6. American Association of People with Disabilities[1]
7. American Association of State Highway and Transportation Officials
8. American Petroleum Institute
9. ARINC
10. Association of Public-Safety Communications Officials – International, Inc.
11. Association of Public Television Stations
12. AT&T Inc.
13. Batteiger, Allan R.
14. Bechtel National Inc., Federal Telecoms
15. BellSouth Corporation
16. California Department of Transportation
17. Candell, Michael C.
18. Champaign Urbana Wireless Network, Texas ISP Association, Association for Community Networking & Acorn Active Media
19. Chandler, Charles
20. Cingular Wireless LLC
21. Cisco Systems, Inc.
22. Cleco Corporation
23. Cline, Michael
24. Comcare Emergency Response Alliance
25. Comcast Corporation
26. Consumer Electronics Association
27. Cox, Mickey D.
28. Creal, Robert R.
29. CTIA – The Wireless Association
30. Cyren Call Communications Corporation
31. Delaware Emergency Management Agency
32. Dye, Brad and Mercer, Ron
33. Enhanced 911 Program of the State of Washington
34. Erickson, Ronald Dale
35. Finnstrom, Rick
36. First Response Coalition

[1] These comments were filed on August 17, 2006, ten days after the August 7, 2006 comment due date.

37. Flynn, James C. Jr.
38. Francisco, Albert K.
39. Gorham, Gold, Greenwich and Associates, LLC
40. Hamel, Patrick E.
41. Hampton, Rickey L.[2]
42. Hams for Action
43. Headrick, Loyd C.
44. Hejl, Robert
45. Holmes, Adolph
46. Hunt, J. Kevin, Esq. (filed jointly with the Oregon City Disaster Services)
47. Independent Spanish Broadcasters Association, Office of Communications of the United Church of Church and the Minority Media and Telecommunications Council
48. Inmarsat Ventures Limited
49. International Association of Fire Chiefs, Inc. and the International Municipal Signal Association
50. Interstate Wireless, Inc.
51. Intrado, Inc.
52. Iridium Satellite LLC
53. Isaachsen, Alan
54. Keown, Malcolm P.
55. Leggett, Nicholas E and Shellhardt, Donald J.
56. Lowenthal, Joseph A.
57. Lucent Technologies, Inc.
58. M2Z Networks, Inc.
59. M/A-Com, Inc.
60. Maddocks, Hugh C.
61. Martin, Richard T.
62. McVey, W. Lee
63. Meinrath, Sascha D.
64. Merritt, Harold F.
65. Miller, Jeffrey
66. Mississippi Authority for Educational Television
67. Mobile Satellite Ventures Subsidiary LLC
68. Motorola, Inc.
69. Murray, Gerald W.
70. National Association of Broadcasters
71. National Association of State EMS Officials
72. National Cable & Telecommunications Association, Louisiana Cable & Telecommunications Association and the Mississippi Cable Telecommunications Association
73. National Emergency Number Association
74. National Public Safety Telecommunications Council
75. National Rural Electric Cooperative Association
76. National Sheriffs' Association
77. New York State Department of Public Service

[2] These comments were filed on August 8, 2006, one day after the August 7, 2006 comment due date.

78. Northeast Utilities
79. NTI Group, Inc.
80. PacketHop, Inc.
81. Plasters, Paul
82. Prometheus Radio Project
83. Public Service Commission of the State of Missouri
84. Puerto Rico Telephone Company, Inc.
85. Pulver.com/Evslin Consulting
86. Qwest Services Corporation
87. Randall, James L.
88. Redden, Clay
89. Rural Cellular Association
90. Russell, James
91. Sastry, Ambatipudi
92. Satellite Industry Association
93. Schellhardt, Don
94. Schumpert, Doug
95. Scott, Benson
96. Sewell, Alvain Dale
97. Sherman, Jared
98. Smith, Steven L.
99. Society for the Preservation of Amateur Radio
100. SouthernLINC Wireless
101. Sprint Nextel Corporation
102. SquareLoop, Inc.
103. St. Tammany Parish Communications District I
104. St. Tammany Parish Office of the President
105. Staats, Wayne P.
106. Tennessee Statewide Interoperability Executive
107. Texas Commission on State Emergency Communications and the Texas 9-1-1 Alliance
108. Tropos Networks
109. United States Telecom Association
110. Unrath, John
111. USA Mobility, Inc.
112. U.S. Department of Homeland Security
113. USMSS, Inc.
114. Verizon
115. Wade, Martin David
116. Walz, Danial L.
117. Whitman, Alan
118. Wooddell, Jim
119. Young, Charles[3]
120. Young, Stan

Reply Comments

[3] These comments were filed one day after the August 7, 2006 initial comment deadline.

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1. Alabama Power Company, Georgia Power Company, Gulf
2. Power Company, Mississippi Power Company, SouthernLINC Wireless and Southern Company Services
3. Amherst Alliance
4. AT&T, Inc.
5. Altaphon, Inc.[4]
6. BellSouth Corporation
7. Consumers Energy Company and Excel Energy Services, Inc.
8. Cox Enterprises, Inc.
9. Cyren Call Communications Corporation
10. Enterprise Wireless Alliance
11. GlobalStar, Inc.
12. Gorham, Gold, Greenwich & Associates, LLC
13. Hatch, Larry
14. Martin, Richard T.
15. M/A Com, Inc.[5]
16. McVey, W. Lee
17. Named State Broadcasters Association[6]
18. Space Data Corporation
19. TDS Telecommunications Corp.
20. Telecommunications for the Deaf and Hard of Hearing, Inc., American Association of People with Disabilities, Association of Late-Deafened Adults; California Coalition of Agencies Serving the Deaf And Hard of Hearing; Deaf & Hard of Hearing Consumer Advocacy Network and National Association of the Deaf
21. T-Mobile USA, Inc.
22. Union Telephone Company
23. United States Telecom Association
24. United Telecom Council

[4] These reply comments were filed on August 23, 2006, two days following the August 21, 2006 reply comment filing deadline.

[5] These reply comments were filed on August 22, 2006, one day following the August 21, 2006 reply comment filing deadline.

[6] Commenters jointly expressing comments as the Named State Broadcasters Association: Alaska Broadcasters Association, Arizona Broadcasters Association, Arkansas Broadcasters Association, California Broadcasters Association, Colorado Broadcasters Association, Connecticut Broadcasters Association, Illinois Broadcasters Association, Indiana Broadcasters Association, Kansas Association of Broadcasters, Kentucky Broadcasters Association, Maine Association of Broadcasters, MD/DC/DE Broadcasters Association, Massachusetts Broadcasters Association, Michigan Association of Broadcasters, Nevada Broadcasters Association, New Hampshire Association of Broadcasters, New Jersey Broadcasters Association, New Mexico Broadcasters Association, The New York State Broadcasters Association, Inc., North Dakota Broadcasters Association, Oklahoma Association of Broadcasters, Oregon Association of Broadcasters, Pennsylvania Association of Broadcasters, Rhode Island Broadcasters Association, South Carolina Broadcasters Association, Tennessee Association of Broadcasters, Texas Association of Broadcasters, Utah Broadcasters Association, Vermont Association of Broadcasters, Washington State Association of Broadcasters, Wisconsin Broadcasters Association, and Wyoming Association of Broadcasters. In an August 28, 2006 letter, the Minnesota Broadcasters Association and Missouri Broadcasters Association expresses their support of the Reply Comments of the Named State Broadcasters Association and asks the Commission to add their names to the Comments of the Named State Broadcasters Association.

25. Verizon

Ex Parte

1. Agile Communications Group
2. Alliance for Telecommunications Industry Solutions
3. AT&T, Inc.[7]
4. Austin Wireless/Campaign-Urbana Wireless Network/Media Access Project
5. CTIA – The Wireless Association
6. Minnesota Broadcasters Association and Missouri Broadcasters Association
7. National Emergency Number Association
8. National Telecommunications and Information Administration
9. NTI Group[8]
10. Pinellas County Emergency Communications Department
11. Pittman Broadcasting Services, LLC
12. Pulver.com
13. Rosum Corporation
14. State of New York Department of Public Service, New Jersey Board of Public Utilities, Connecticut Department of Public Utility Control, Center for Technology in Government at the University of Albany, National Communications System and the National Coordinating Center.
15. New York State Department of Public Service, the Connecticut Department of Public Utility Control, the Center for Technology in Government at the University of Albany, New York Emergency Management Office, New York Office of Cyber Security and Critical Infrastructure, New York Office of Homeland Security, ChicagoFIRST, AT&T Communications of NY, Inc., and Sprint Nextel Corporation.
16. United Telecom Council
17. USA Mobility
18. Verizon[9]

[7] AT&T Inc. filed separate ex parte filings on April 19, 2007 and April, 23, 2007, respectively.

[8] NTI Group filed a total of five separate ex parte filings. NTI Group filed separate filings on October 30, 2006, May 21, 2007 and May 23, 2007, respectively; and NTI Group filed two separate filings on May 24, 2007.

[9] Verizon filed two separate ex parte filings on April 30, 2007.

APPENDIX B

Final Rules

For the reasons discussed in the preamble, the Federal Communications Commission creates new Part 12 of Chapter I of Title 47 of the Code of Federal Regulations (C.F.R.) as follows:

PART 12 – REDUNDANCY OF COMMUNICATIONS SYSTEMS

12.1 Purpose.

12.2 Backup Power.

12.3 911 and E911 Analyses and Reports

Authority: Sections 1, 4(i), 4(j), 4(o), 5(c), 218, 219, 301, 303(g), 303(j), 303(r), 332, 403, 621(b)(3), and 621(d) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151, 154(i), 154(j), 154(o), 155(c), 218, 219, 301, 303(g), 303(j), 303(r), 332, 403, 621(b)(3), and 621(d), unless otherwise noted.

§ 12.1 Purpose.

These rules include requirements that will help ensure the resiliency, redundancy and reliability of communications systems, particularly 911 and E911 networks and/or systems.

§ 12.2 Backup Power.

Local exchange carriers (LECs), including incumbent LECS (ILECs) and competitive LECs (CLECs), and commercial mobile radio service (CMRS) providers must have an emergency backup power source for all assets that are normally powered from local AC commercial power,

including those inside central offices, cell sites, remote switches and digital loop carrier system remote terminals. LECs and CMRS providers should maintain emergency back-up power for a minimum of 24 hours for assets inside central offices and eight hours for cell sites, remote switches and digital loop carrier system remote terminals that are normally powered from local AC commercial power. LECs that meet the definition of a Class B company as set forth in Section 32.11(b)(2) of the Commission's rules and non-nationwide CMRS providers with no more than 500,000 subscribers are exempt from this rule.

§ 12.3 911 and E911 Analyses and Reports.

The following entities must analyze their 911 and E911 networks and/or systems and provide a detailed report to the Commission on the redundancy, resiliency, and reliability of those networks and/or systems: (1) local exchange carriers (LECs), including incumbent LECs (ILECS) and competitive LECs (CLECs); (2) commercial mobile radio service providers required to comply with the wireless 911 rules set forth in Section 20.18 of the Commission's rules; and (3) interconnected Voice over Internet Protocol (VoIP) service providers. LECs that meet the definition of a Class B company set forth in Section 32.11(b)(2) of the Commission's rules, non-nationwide commercial mobile radio service providers with no more than 500,000 subscribers at the end of 2001, and interconnected VoIP service providers with annual revenues below the revenue threshold established pursuant to Section 32.11 of the Commission's rules are exempt from this rule.

(a) The Public Safety and Homeland Security Bureau (PSHSB) has the delegated authority to implement and activate a process through which these reports will be submitted, including the authority to establish the specific data that will be required. Where relevant, these reports should include descriptions of the steps the service providers intend to take to ensure

diversity and dependability in their 911 and E911 networks and/or systems, including any plans they have to migrate those networks and/or systems to a next generation Internet Protocol-based E911 platform.

(b) These reports are due 120 days from the date that the Commission or its staff announces activation of the 911 network and system reporting process.

(c) Reports filed under this Part will be presumed to be confidential. These reports will be shared with The National Emergency Number Association, The Association of Public Safety Communications Officials, and The National Association of State 9-1-1 Administrators only pursuant to a protective order. PSHSB has the delegated authority to issue such protective orders. All other access to these reports must be sought pursuant to procedures set forth in 47 C.F.R. § 0.461. Notice of any requests for inspection of these reports will be provided to the filers of the reports pursuant to 47 C.F.R. § 0.461(d)(3).

APPENDIX C

Final Regulatory Flexibility Analysis

1. As required by the Regulatory Flexibility Act of 1980, as amended (RFA),[1] an Initial Regulatory Flexibility Analysis (IRFA) was incorporated in the Notice of Proposed Rulemaking *(Notice)* in EB Docket No. 06-119.[2] The Commission sought written public comment on the proposals in this docket, including comment on the IRFA. This Final Regulatory Flexibility Analysis (FRFA) conforms to the RFA.[3]

A. Need for, and Objectives of, the Rules

2. In this Order, we adopt a rule that requires local exchange carriers (LECs), other than those that meet the definition of a Class B company as set forth in Section 32.11(b)(2) of the Commission's rules,[4] and commercial mobile radio service (CMRS) providers, other than non-nationwide CMRS providers with no more than 500,000 subscribers, to have an emergency backup power source for all assets that are normally powered from local AC commercial power, including those inside central offices, cell sites, remote switches and digital loop carrier system remote terminals. We also adopt a rule that requires the analysis of 911 and E911 networks and systems and detailed reporting to the Commission of the redundancy, resiliency and reliability of those networks and systems by: (1) LECs, including incumbent LECs (ILECs) and competitive LECs (CLECs); (2) commercial wirelesss service providers required to comply with the wireless 911 rules set forth in Section 20.18 of the Commission's rules;[5] and (3) interconnected Voice over Internet Protocol (VoIP) service providers. LECs that meet the definition of a Class B company set forth in Section 32.11(b)(2) of the Commission's rules, non-nationwide commercial mobile radio service providers with no more than 500,000 subscribers at the end of 2001, and interconnected VoIP service providers with annual revenues below the revenue threshold established pursuant to Section 32.11 of the Commission's rules are exempt from this rule.

3. These rules, which are part of a broader initiative taken with this Order to implement several of the recommendations made by the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks (Katrina Panel), will promote communications readiness and preparedness for future natural disasters and other emergencies. The measures taken today will also facilitate more effective and efficient recovery efforts in the

[1] *See* 5 U.S.C. § 603. The RFA, *see* 5 U.S.C. §§ 601-12, has been amended by the Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA), Pub. L. No. 104-121, Title II, 110 Stat. 857 (1996).

[2] *See* Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, *Notice of Proposed Rulemaking*, 21 FCC Rcd 7320, 7330, Appendix A. (2006).

[3] *See* 5 U.S.C. § 604.

[4] Section 32.11 provides that Class B companies are those companies that have annual revenues from regulated telecommunications operations that are less than the indexed revenue threshold. 47 C.F.R. § 32.11(b)(2). The Wireline Competition Bureau recently announced that the 2006 revenue threshold for Class A to Class B companies is $134 million. *Public Notice*, "Annual Adjustment of Revenue Thresholds," DA 07-1706 (WCB, April 12, 2007). Although Section 32.11, by its terms, applies only to ILECs, we are applying the same revenue categories to CLECs for the purpose of the exception to this requirement.

[5] 47 C.F.R. § 20.18.

wake of such events. These actions will advance efforts to save lives and protect property in the event of a natural disaster or other emergency.

B. Summary of Significant Issues Raised by Public Comments in Response to the IRFA

4. No comments specifically addressed the IRFA.

C. Description and Estimate of the Number of Small Entities to Which the Rules Will Apply

5. The RFA directs agencies to provide a description of, and, where feasible, an estimate of, the number of small entities that may be affected by the rules adopted herein.[6] The RFA generally defines the term "small entity" as having the same meaning as the terms "small business," "small organization," and "small governmental jurisdiction."[7] In addition, the term "small business" has the same meaning as the term "small business concern" under the Small Business Act.[8] A "small business concern" is one which: (1) is independently owned and operated; (2) is not dominant in its field of operation; and (3) satisfies any additional criteria established by the Small Business Administration (SBA).[9]

6. Nationwide, there are a total of approximately 22.4 million small businesses, according to SBA data.[10] A "small organization" is generally "any not-for-profit enterprise which is independently owned and operated and is not dominant in its field."[11] Nationwide, as of 2002, there were approximately 1.6 million small organizations.[12] The term "small governmental jurisdiction" is defined generally as "governments of cities, towns, townships, villages, school districts, or special districts, with a population of less than fifty thousand."[13] Census Bureau data for 2002 indicate that there were 87,525 local governmental jurisdictions in the United States.[14] We estimate that, of this total, 84,377 entities were "small governmental jurisdictions."[15] Thus, we estimate that most governmental jurisdictions are small.

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[6] 5 U.S.C. § 604(a)(3).

[7] 5 U.S.C. § 601(6).

[8] 5 U.S.C. § 601(3) (incorporating by reference the definition of "small-business concern" in the Small Business Act, 15 U.S.C. § 632). Pursuant to 5 U.S.C. § 601(3), the statutory definition of a small business applies "unless an agency, after consultation with the Office of Advocacy of the Small Business Administration and after opportunity for public comment, establishes one or more definitions of such term which are appropriate to the activities of the agency and publishes such definition(s) in the Federal Register." 5 U.S.C. § 601(3).

[9] 15 U.S.C. § 632.

[10] *See* SBA, Programs and Services, SBA Pamphlet No. CO-0028, at page 40 (July 2002).

[11] 5 U.S.C. § 601(4).

[12] Independent Sector, The New Nonprofit Almanac & Desk Reference (2002).

[13] 5 U.S.C. § 601(5).

[14] U.S. Census Bureau, Statistical Abstract of the United States: 2006, Section 8, page 272, Table 415.

[15] We assume that the villages, school districts, and special districts are small, and total 48,558. *See* U.S. Census Bureau, Statistical Abstract of the United States: 2006, section 8, page 273, Table 417. For 2002, Census Bureau data indicate that the total number of county, municipal, and township governments nationwide was 38,967, of which 35,819 were small. *Id.*

7. In the following paragraphs, the Commission further describes and estimates the number of small entity licensees that may be affected by the rules the Commission adopts in this Order. The rule changes affect LECs, including both incumbent LECs (ILECS) and competitive LECs (CLECs), CMRS providers, and interconnected VoIP service providers.

8. Since this Order applies to multiple services, this FRFA analyzes the number of small entities affected on a service-by-service basis. In the case of CMRS providers, when identifying small entities that could be affected by the Commission's new rules, this FRFA provides information that describes auctions results, including the number of small entities that were winning bidders. However, the number of winning bidders that qualify as small businesses at the close of an auction does not necessarily reflect the total number of small entities currently in a particular service. The Commission does not generally require that licensees later provide business size information, except in the context of an assignment or a transfer of control application that involves unjust enrichment issues.

9. *Cellular Licensees.* The SBA has developed a small business size standard for small businesses in the category "Cellular and Other Wireless Telecommunications."[16] Under that SBA category, a business is small if it has 1,500 or fewer employees.[17] For the census category of "Cellular and Other Wireless Telecommunications," Census Bureau data for 2002 show that there were 1,397 firms in this category that operated for the entire year.[18] Of this total, 1,378 firms had employment of 999 or fewer employees, and 19 firms had employment of 1,000 employees or more.[19] Thus, under this category and size standard, the majority of firms can be considered small.

10. *Broadband Personal Communications Service.* The broadband Personal Communications Service (PCS) spectrum is divided into six frequency blocks designated A through F, and the Commission has held auctions for each block. The Commission has created a small business size standard for Blocks C and F as an entity that has average gross revenues of less than $40 million in the three previous calendar years.[20] For Block F, an additional small business size standard for "very small business" was added and is defined as an entity that, together with its affiliates, has average gross revenues of not more than $15 million for the preceding three calendar years.[21] These small business size standards, in the context of

[16] 13 C.F.R. § 121.201, North American Industry Classification System (NAICS) code 517212.

[17] *Id.*

[18] U.S. Census Bureau, 2002 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization," Table 5, NAICS code 517212 (issued Nov. 2005).

[19] *Id.* The census data do not provide a more precise estimate of the number of firms that have employment of 1,500 or fewer employees; the largest category provided is for firms with "1000 employees or more."

[20] *See* Amendment of Parts 20 and 24 of the Commission's Rules – Broadband PCS Competitive Bidding and the Commercial Mobile Radio Service Spectrum Cap, *Report and Order*, 11 FCC Rcd 7824, 7850-7852 ¶¶ 57-60 (1996); *see also* 47 C.F.R. § 24.720(b).

[21] *See* Amendment of Parts 20 and 24 of the Commission's Rules – Broadband PCS Competitive Bidding and the Commercial Mobile Radio Service Spectrum Cap, *Report and Order*, 11 FCC Rcd 7824, 7852 ¶ 60.

broadband PCS auctions, have been approved by the SBA.[22] No small businesses within the SBA-approved small business size standards bid successfully for licenses in Blocks A and B. There were 90 winning bidders that qualified as small entities in the C Block auctions. A total of 93 "small" and "very small" business bidders won approximately 40 percent of the 1,479 licenses for Blocks D, E, and F.[23] On March 23, 1999, the Commission reauctioned 155 C, D, E, and F Block licenses; there were 113 small business winning bidders.[24] On January 26, 2001, the Commission completed the auction of 422 C and F PCS licenses in Auction 35.[25] Of the 35 winning bidders in this auction, 29 qualified as "small" or "very small" businesses. Subsequent events concerning Auction 35, including judicial and agency determinations, resulted in a total of 163 C and F Block licenses being available for grant.

11. *Specialized Mobile Radio.* The Commission awards "small entity" bidding credits in auctions for Specialized Mobile Radio (SMR) geographic area licenses in the 800 MHz and 900 MHz bands to firms that had revenues of no more than $15 million in each of the three previous calendar years.[26] The Commission awards "very small entity" bidding credits to firms that had revenues of no more than $3 million in each of the three previous calendar years.[27] The SBA has approved these small business size standards for the 900 MHz Service.[28] The Commission has held auctions for geographic area licenses in the 800 MHz and 900 MHz bands. The 900 MHz SMR auction began on December 5, 1995, and closed on April 15, 1996. Sixty bidders claiming that they qualified as small businesses under the $15 million size standard won 263 geographic area licenses in the 900 MHz SMR band. The 800 MHz SMR auction for the upper 200 channels began on October 28, 1997, and was completed on December 8, 1997. Ten bidders claiming that they qualified as small businesses under the $15 million size standard won 38 geographic area licenses for the upper 200 channels in the 800 MHz SMR band.[29] A second auction for the 800 MHz band was held on January 10, 2002 and closed on January 17, 2002 and included 23 BEA licenses. One bidder claiming small business status won five licenses.[30]

12. The auction of the 1,050 800 MHz SMR geographic area licenses for the General Category channels began on August 16, 2000, and was completed on September 1, 2000. Eleven

[22] *See* Letter to Amy Zoslov, Chief, Auctions and Industry Analysis Division, Wireless Telecommunications Bureau, Federal Communications Commission, from Aida Alvarez, Administrator, Small Business Administration, dated December 2, 1998.

[23] FCC News, "Broadband PCS, D, E and F Block Auction Closes," No. 71744 (rel. January 14, 1997).

[24] *See* "C, D, E, and F Block Broadband PCS Auction Closes," *Public Notice*, 14 FCC Rcd 6688 (WTB 1999).

[25] *See* "C and F Block Broadband PCS Auction Closes; Winning Bidders Announced," *Public Notice*, 16 FCC Rcd 2339 (2001).

[26] 47 C.F.R. § 90.814(b)(1).

[27] *Id.*

[28] *See* Letter to Thomas Sugrue, Chief, Wireless Telecommunications Bureau, Federal Communications Commission, from Aida Alvarez, Administrator, Small Business Administration, dated August 10, 1999. The Commission notes that, although a request was also sent to the SBA requesting approval for the small business size standard for 800 MHz, approval is still pending.

[29] *See* "Correction to Public Notice DA 96-586 'FCC Announces Winning Bidders in the Auction of 1020 Licenses to Provide 900 MHz SMR in Major Trading Areas,'" *Public Notice*, 18 FCC Rcd 18367 (WTB 1996).

[30] *See* "Multi-Radio Service Auction Closes," *Public Notice*, 17 FCC Rcd 1446 (WTB 2002).

bidders won 108 geographic area licenses for the General Category channels in the 800 MHz SMR band qualified as small businesses under the $15 million size standard. In an auction completed on December 5, 2000, a total of 2,800 Economic Area licenses in the lower 80 channels of the 800 MHz SMR service were sold. Of the 22 winning bidders, 19 claimed "small business" status and won 129 licenses. Thus, combining all three auctions, 40 winning bidders for geographic licenses in the 800 MHz SMR band claimed status as small business.

13. In addition, there are numerous incumbent site-by-site SMR licensees and licensees with extended implementation authorizations in the 800 and 900 MHz bands. The Commission does not know how many firms provide 800 MHz or 900 MHz geographic area SMR pursuant to extended implementation authorizations, nor how many of these providers have annual revenues of no more than $3 million or $15 million (the special small business size standards), or have no more than 1,500 employees (the generic SBA standard for wireless entities, discussed, *supra*). One firm has over $15 million in revenues. The Commission assumes, for purposes of this analysis, that all of the remaining existing extended implementation authorizations are held by small entities.

14. *Advanced Wireless Services.* In the *AWS-1 Report and Order*, the Commission adopted rules that affect applicants who wish to provide service in the 1710-1755 MHz and 2110-2155 MHz bands.[31] The *AWS-1 Report and Order* defines a "small business" as an entity with average annual gross revenues for the preceding three years not exceeding $40 million, and a "very small business" as an entity with average annual gross revenues for the preceding three years not exceeding $15 million. The *AWS-1 Report and Order* also provides small businesses with a bidding credit of 15 percent and very small businesses with a bidding credit of 25 percent.

15. *Incumbent Local Exchange Carriers (Incumbent LECs).* As noted above, a "small business" under the RFA is one that, *inter alia*, meets the pertinent small business size standard (*e.g.*, a telephone communications business having 1,500 or fewer employees), and "is not dominant in its field of operation."[32] The SBA's Office of Advocacy contends that, for RFA purposes, small incumbent LECs are not dominant in their field of operation because any such dominance is not "national" in scope.[33] We have therefore included small incumbent local exchange carriers in this RFA analysis, although we emphasize that this RFA action has no effect on Commission analyses and determinations in other, non-RFA contexts. Neither the Commission nor the SBA has developed a small business size standard specifically for incumbent local exchange services. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[34] According to Commission data,[35] 1,303 carriers have

[31] Service Rules for Advanced Wireless Services in the 1.7 GHz and 2.1 GHz Bands, WT Docket No. 02-353, *Report and Order*, 18 FCC Rcd 25162 (2003) (*AWS-1 Report and Order*).

[32] 15 U.S.C. § 632.

[33] Letter from Jere W. Glover, Chief Counsel for Advocacy, SBA, to William E. Kennard, Chairman, FCC (May 27, 1999). The Small Business Act contains a definition of "small-business concern," which the RFA incorporates into its own definition of "small business." *See* 15 U.S.C. § 632(a) (Small Business Act); 5 U.S.C. § 601(3) (RFA). SBA regulations interpret "small business concern" to include the concept of dominance on a national basis. *See* 13 C.F.R. § 121.102(b).

[34] 13 C.F.R. § 121.201, NAICS code 517110.

[35] *Trends in Telephone Service*, Table 5.3.

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reported that they are engaged in the provision of incumbent local exchange services. Of these 1,303 carriers, an estimated 1,020 have 1,500 or fewer employees and 283 have more than 1,500 employees. Consequently, the Commission estimates that most providers of incumbent local exchange service are small businesses that may be affected by our proposed rules.

16. *Competitive Local Exchange Carriers (Competitive LECs), Competitive Access Providers (CAPs), "Shared-Tenant Service Providers," and "Other Local Service Providers."* Neither the Commission nor the SBA has developed a small business size standard specifically for these service providers. The appropriate size standard under SBA rules is for the category Wired Telecommunications Carriers. Under that size standard, such a business is small if it has 1,500 or fewer employees.[36] According to Commission data,[37] 769 carriers have reported that they are engaged in the provision of either competitive access provider services or competitive local exchange carrier services. Of these 769 carriers, an estimated 676 have 1,500 or fewer employees and 93 have more than 1,500 employees. In addition, 12 carriers have reported that they are "Shared-Tenant Service Providers," and all 12 are estimated to have 1,500 or fewer employees. In addition, 39 carriers have reported that they are "Other Local Service Providers." Of the 39, an estimated 38 have 1,500 or fewer employees and one has more than 1,500 employees. Consequently, the Commission estimates that most providers of competitive local exchange service, competitive access providers, "Shared-Tenant Service Providers," and "Other Local Service Providers" are small entities that may be affected by our proposed rules.

17. *Cable and Other Program Distribution.* The Census Bureau defines this category as follows: "This industry comprises establishments primarily engaged as third-party distribution systems for broadcast programming. The establishments of this industry deliver visual, aural, or textual programming received from cable networks, local television stations, or radio networks to consumers via cable or direct-to-home satellite systems on a subscription or fee basis. These establishments do not generally originate programming material."[38] The SBA has developed a small business size standard for Cable and Other Program Distribution, which is: all such firms having $13.5 million or less in annual receipts.[39] According to Census Bureau data for 2002, there were a total of 1,191 firms in this category that operated for the entire year.[40] Of this total, 1,087 firms had annual receipts of under $10 million, and 43 firms had receipts of $10 million or more but less than $25 million.[41] Thus, under this size standard, the majority of firms can be considered small.

18. *Cable Companies and Systems.* The Commission has also developed its own small business size standards, for the purpose of cable rate regulation. Under the Commission's

[36] 13 C.F.R. § 121.201, NAICS code 517110.

[37] *Trends in Telephone Service*, Table 5.3.

[38] U.S. Census Bureau, 2002 NAICS Definitions, "517510 Cable and Other Program Distribution"; http://www.census.gov/epcd/naics02/def/NDEF517.HTM.

[39] 13 C.F.R. § 121.201, NAICS code 517510.

[40] U.S. Census Bureau, 2002 Economic Census, Subject Series: Information, Table 4, Receipts Size of Firms for the United States: 2002, NAICS code 517510 (issued November 2005).

[41] *Id.* An additional 61 firms had annual receipts of $25 million or more.

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rules, a "small cable company" is one serving 400,000 or fewer subscribers, nationwide.[42] Industry data indicate that, of 1,076 cable operators nationwide, all but eleven are small under this size standard.[43] In addition, under the Commission's rules, a "small system" is a cable system serving 15,000 or fewer subscribers.[44] Industry data indicate that, of 7,208 systems nationwide, 6,139 systems have under 10,000 subscribers, and an additional 379 systems have 10,000-19,999 subscribers.[45] Thus, under this second size standard, most cable systems are small.

19. *Cable System Operators.* The Communications Act of 1934, as amended, also contains a size standard for small cable system operators, which is "a cable operator that, directly or through an affiliate, serves in the aggregate fewer than 1 percent of all subscribers in the United States and is not affiliated with any entity or entities whose gross annual revenues in the aggregate exceed $250,000,000."[46] The Commission has determined that an operator serving fewer than 677,000 subscribers shall be deemed a small operator, if its annual revenues, when combined with the total annual revenues of all its affiliates, do not exceed $250 million in the aggregate.[47] Industry data indicate that, of 1,076 cable operators nationwide, all but ten are small under this size standard.[48] We note that the Commission neither requests nor collects information on whether cable system operators are affiliated with entities whose gross annual revenues exceed $250 million,[49] and therefore we are unable to estimate more accurately the number of cable system operators that would qualify as small under this size standard.

20. *Internet Service Providers.* The SBA has developed a small business size standard for Internet Service Providers (ISPs). ISPs "provide clients access to the Internet and generally provide related services such as web hosting, web page designing, and hardware or software consulting related to Internet connectivity."[50] Under the SBA size standard, such a

[42] 47 C.F.R. § 76.901(e). The Commission determined that this size standard equates approximately to a size standard of $100 million or less in annual revenues. *Implementation of Sections of the 1992 Cable Act: Rate Regulation*, Sixth Report and Order and Eleventh Order on Reconsideration, 10 FCC Rcd 7393, 7408 (1995).

[43] These data are derived from: R.R. Bowker, *Broadcasting & Cable Yearbook 2006*, "Top 25 Cable/Satellite Operators," pages A-8 & C-2 (data current as of June 30, 2005); Warren Communications News, *Television & Cable Factbook 2006*, "Ownership of Cable Systems in the United States," pages D-1805 to D-1857.

[44] 47 C.F.R. § 76.901(c).

[45] Warren Communications News, *Television & Cable Factbook 2006*, "U.S. Cable Systems by Subscriber Size," page F-2 (data current as of Oct. 2005). The data do not include 718 systems for which classifying data were not available.

[46] 47 U.S.C. § 543(m)(2); *see* 47 C.F.R. § 76.901(f) & nn. 1-3.

[47] 47 C.F.R. § 76.901(f); *see* Public Notice, *FCC Announces New Subscriber Count for the Definition of Small Cable Operator*, DA 01-158 (Cable Services Bureau, Jan. 24, 2001).

[48] These data are derived from: R.R. Bowker, *Broadcasting & Cable Yearbook 2006*, "Top 25 Cable/Satellite Operators," pages A-8 & C-2 (data current as of June 30, 2005); Warren Communications News, *Television & Cable Factbook 2006*, "Ownership of Cable Systems in the United States," pages D-1805 to D-1857.

[49] The Commission does receive such information on a case-by-case basis if a cable operator appeals a local franchise authority's finding that the operator does not qualify as a small cable operator pursuant to § 76.901(f) of the Commission's rules. *See* 47 C.F.R. § 76.909(b).

[50] U.S. Census Bureau, "2002 NAICS Definitions: 518111 Internet Service Providers"; http://www.census.gov/epcd/naics02/def/NDEF518.HTM.

business is small if it has average annual receipts of $23 million or less.[51] According to Census Bureau data for 2002, there were 2,529 firms in this category that operated for the entire year.[52] Of these, 2,437 firms had annual receipts of under $10 million, and an additional 47 firms had receipts of between $10 million and $24, 999,999. Consequently, we estimate that the majority of these firms are small entities that may be affected by our action.

21. *Web Search Portals.* Our action pertains to interconnected VoIP services, which could be provided by entities that provide other services such as email, online gaming, web browsing, video conferencing, instant messaging, and other, similar IP-enabled services. The Commission has not adopted a size standard for entities that create or provide these types of services or applications. However, the Census Bureau has identified firms that "operate web sites that use a search engine to generate and maintain extensive databases of Internet addresses and content in an easily searchable format. Web search portals often provide additional Internet services, such as e-mail, connections to other web sites, auctions, news, and other limited content, and serve as a home base for Internet users."[53] The SBA has developed a small business size standard for this category; that size standard is $6.5 million or less in average annual receipts.[54] According to Census Bureau data for 2002, there were 342 firms in this category that operated for the entire year.[55] Of these, 303 had annual receipts of under $5 million, and an additional 15 firms had receipts of between $5 million and $9,999,999. Consequently, we estimate that the majority of these firms are small entities that may be affected by our action.

D. Description of Projected Reporting, Recordkeeping, and Other Compliance Requirements for Small Entities

22. *911 System Information Collection.* The rules adopted in this Order require certain specified communications providers to analyze their 911 and E911 networks and systems and provide one-time detailed reports to the Commission regarding the redundancy, resiliency and reliability of those networks and systems. The communications providers subject to this rule are: (1) LECs, including ILECs and CLECs; (2) commercial wireless service providers required to comply with the wireless 911 rules set forth in Section 20.18 of the Commission's rules; and (3) interconnected Voice over Internet Protocol (VoIP) service providers. The Commission has delegated to the Chief, Public Safety and Homeland Security Bureau, the authority to implement and activate a process through which these reports will be submitted, including the authority to establish the specific data that will be required.

23. The reports required by this Order will be filed one time only and are due 120 days from the date that the Commission or its staff announces activation of the 911 network and system reporting process. Since most companies can be expected to have knowledge of their

[51] 13 C.F.R. § 121.201, NAICS code 518111.

[52] U.S. Census Bureau, 2002 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 518111 (issued Nov. 2005).

[53] U.S. Census Bureau, "2002 NAICS Definitions: 518112 Web Search Portals"; http://www.census.gov/epcd/naics02/def/NDEF518.HTM.

[54] 13 C.F.R. § 121.201, NAICS code 518112.

[55] U.S. Census Bureau, 2002 Economic Census, Subject Series: Information, "Establishment and Firm Size (Including Legal Form of Organization)," Table 4, NAICS code 518112 (issued Nov. 2005).

network and/or system architecture, we estimate that for the great majority of entities the total time required to complete a filing with the Commission will be approximately eight to 24 hours, depending on the size and type of entity. In making our time estimate, we have taken into account that this report must be filed only once and that the report will likely be made electronically, through a "fill in the blank" template, thereby minimizing the burden on all reporting entities. Finally, in order to avoid imposing financial burden on small carriers, the Commission exempt the following from this rule: (1) LECs that meet the definition of a Class B company set forth in Section 32.11(b)(2) of the Commission's rules;[56] (2) non-nationwide commercial mobile radio service providers with no more than 500,000 subscribers at the end of 2001; and (3) interconnected VoIP service providers with annual revenues below the revenue threshold established pursuant to Section 32.11 of the Commission's rules.

24. *Back-Up Power Supply.* The Order also adopts a rule that requires LECs and CMRS providers to have an emergency back-up power source for all assets that are normally powered from local AC commercial power, including those inside central offices, cell sites, remote switches and digital loop carrier system remote terminals. The rule adopted provides that LECs and CMRS providers should maintain emergency back-up power for a minimum of 24 hours for assets inside central offices and eight hours for cell sites, remote switches and digital loop carrier system remote terminals that normally are powered from local AC commercial power. Our expectation is that this requirement will not create an undue burden since several communications providers reported in their comments that they already maintain emergency back-up power. Additionally, LECs that meet the definition of a Class B company as set forth in Section 32.11(b)(2) of the Commission's rules and non-nationwide CMRS providers with no more than 500,000 subscribers are exempt from this rule.

E. Steps Taken to Minimize the Significant Economic Impact on Small Entities, and Significant Alternatives Considered

25. The RFA requires an agency to describe any significant alternatives that it has considered in reaching its proposed approach, which may include (among others) the following four alternatives: (1) the establishment of differing compliance or reporting requirements or timetables that take into account the resources available to small entities; (2) the clarification, consolidation, or simplification of compliance or reporting requirements under the rule for small entities; (3) the use of performance, rather than design, standards; and (4) an exemption from coverage of the rule, or any part thereof, for small entities.[57]

26. *911 System Information Collection.* In order to minimize any adverse impact of the 911 system information collection on small entities, we have exempted LECs (both ILECs and CLECs) that meet the definition of a Class B company that is set forth in Section 32.11(b)(2) of the Commission's rules.[58] We will also not impose this reporting requirement on Tier III

[56] Section 32.11 provides that Class B companies are those companies that have annual revenues from regulated telecommunications operations that are less than the indexed revenue threshold. 47 C.F.R. § 32.11(b)(2). The Wireline Competition Bureau recently announced that the 2006 revenue threshold for Class A to Class B companies is $134 million. *Public Notice*, "Annual Adjustment of Revenue Thresholds," DA 07-1706 (WCB, April 12, 2007). Although Section 32.11, by its terms, applies only to ILECs, we are applying the same revenue categories to CLECs for the purpose of the exception to this requirement.

[57] 5 U.S.C. § 603(c).

[58] *See supra* n. 224.

CMRS carriers.[59] Finally, interconnected VoIP service providers will be exempt from this requirement if their annual revenues fall below the revenue threshold established pursuant to Section 32.11 of the Commission's rules.

27. *Back-Up Power Supply.* We recognize that the provision of a backup power supply as directed by the rule adopted in this Order may be a significant financial hardship for certain small businesses. Accordingly, we will not impose this requirement on LECs (both ILECs and CLECs) that meet the definition of a Class B company as set forth in Section 32.11(b)(2) of the Commission's rules. We will also not apply this requirement to non-nationwide CMRS providers with no more than 500,000 subscribers.[60]

Report to Congress: The Commission will send a copy of the Order, including this FRFA, in a report to be sent to Congress pursuant to the Congressional Review Act.[61] In addition, the Commission will send a copy of the Order, including this FRFA, to the Chief Counsel for Advocacy of the SBA. A copy of the Order and FRFA (or summaries thereof) will also be published in the Federal Register.[62]

[59] Tier III carriers are non-nationwide CMRS providers with no more than 500,000 subscribers at the end of 2001. *See Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems; Phase II Compliance Deadlines for Non-Nationwide Carriers*, CC Docket No. 97-102, Order to Stay, 17 FCC Rcd 14841, 14848 ¶ 22 (2002).

[60] Although this standard is based on the Tier III CMRS definition which is defined as non-nationwide CMRS providers with no more than 500,000 subscribers as of the end of 2001, we note that we are not exempting from this requirement those non-nationwide CMRS providers that have grown to exceed the 500,000 subscriber threshold since 2001 as we believe that such providers are at a size where they should be able to comply with the emergency back-up power rule.

[61] *See* 5 U.S.C. § 801(a)(1)(A).

[62] *See* 5 U.S.C. § 604(b).

STATEMENT OF CHAIRMAN KEVIN J. MARTIN

Re: *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, EB Docket No. 06-119 and Docket No. 06-63.*

Today, the Commission takes action to implement the recommendations of the Independent Katrina panel. Experts on the panel from all sectors of the communications industry and leading public safety organizations worked hard to study the impact of the disaster and focus the Commission's attention on proposals that would improve our response and recovery efforts for the future.

The recommendations we adopt today address a wide range of initiatives designed to improve disaster preparedness, network reliability and resilience, and communications among emergency responders. In particular, we require local exchange carriers and CMRS providers to have an emergency back-up power source for certain critical network facilities and we also require these service providers and VoIP providers file a report with the Commission on the resiliency and reliability of their 911 networks or systems.

I am pleased that, upon release of the Panel's final recommendations, the Public Safety Bureau moved quickly to begin the process of implementing many of these recommendations. I look forward to receiving the Bureau's first full progress report this fall, and commit to continue to work with my colleagues to ensure that this Commission remains vigilant to improve communications for the needs of emergency preparedness and response.

I would again like to thank all the members of the Katrina panel for their public service and dedication. The American public has benefited greatly from the thoughtful contributions made by all the industry and public safety participants who gave their time and effort in this endeavor.

I would also like to thank Nancy Victory for her leadership as Chair of the panel. Her knowledge and expertise helped guide the panel and ensure that it would deliver a quality work product within a very tight timeframe. Finally, I would also like to express my appreciation to my fellow Commissioners for their continued support of the work of the Panel, and the efforts of our Public Safety Bureau as it enacts the improvements we adopt today.

STATEMENT OF COMMISSIONER MICHAEL J. COPPS

Re: *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks*, EB Docket No. 06-119 and WC Docket No. 06-63.

Hurricane season begins anew tomorrow. News programs are filled with predictions of how many and how intense this year's storms may be; stories about the extent of preparations that are being made to cope with the disruptions that might once again befall New Orleans, the Gulf Coast and other hurricane-prone areas of the country; and stories chronicling the thus-far disappointing reconstruction of the areas hit so hard by Hurricane Katrina. Our nation was a nation scarred by the images of suffering and destruction that were broadcast into our homes in the days and weeks following Katrina and also Hurricane Rita. I visited the Gulf Coast with Chairman Martin and other communications leaders in the days following the catastrophe, and I know that I will never forget the searing images of devastation we witnessed there.

The region's suffering was severely compounded by the almost total failure of public safety and commercial communications networks. For a week or more, more often than not, 911 calls went unanswered, broadcast stations were dark, public safety radio systems were seriously compromised, wireless phones were inoperable, and wireline phones had no dial tone. Most painful of all was that a significant portion of this failure was unnecessary and could have been prevented, or at least seriously ameliorated, by better pre-disaster planning and more coordinated public sector-private sector teamwork. I say this not to point fingers, but to point up our local, regional and national shortfalls in public safety and disaster preparedness. Part of our problem today, as a country, is our failure to come to grips with how much work remains to be done to build effective public safety communications. It is huge, it is expensive and it is totally necessary.

The Gulf Coast tragedy presented us with a solemn duty to sift through the shortfalls, in both the private and the public sectors; to grasp the harsh lessons that needed to be learned; and to enhance our preparedness for the next major cataclysm. As I hope we are all aware, there ***will*** be a next one—certainly other natural disasters or, even more terrifying if that is possible, more terrorist attacks.

The FCC undertook an active role in the days following the big storm. The Commission team, under Chairman Martin's leadership, worked around the clock, for days and weeks, to restore communications and provide assistance all along the Gulf Coast. Communications industries likewise worked long and hard to restore critical services and we owe them a large measure of gratitude, too. Subsequently an Independent Panel was established under former NTIA Administrator Nancy Victory to review thoroughly what had happened, what systems had worked and which had not, and to provide recommendations for the road ahead. Today, after putting these recommendations out for comment, the Commission takes a step forward.

But it is only that—another step forward. This is not a Report and Order that brings a proceeding to a close. It is an incremental step against the backdrop of a challenge that will continue to stalk us and might even get worse in coming years as climate changes suggest more frequent and more intense storms and disruptions across much of the country. There is so much left undone and so much yet to do.

I consider it a positive step that today's item announces two new regulations for carriers who fall under the Commission's jurisdiction. First, following the suggestion of the National Emergency Number Association (NENA), all carriers of a certain size must now ensure the availability of emergency/backup power in all their central offices. Second, they must file with the Commission an analysis of the redundancy, resiliency, and dependability of their 911 facilities.

These requirements will help improve the nation's readiness for the next disaster and I appreciate my colleagues' willingness to make these measures mandatory. Their adoption represents recognition by this Commission that we cannot rely exclusively on the workings of the free market and the sometimes-too-sanguine assurances of industry when it comes to assuring public safety. I am pleased that we seem to be on the cusp of realizing that a more proactive approach may be necessary. As Justice Frankfurter once observed, "Wisdom too often never comes, and so one ought not to reject it merely because it comes late."[1] It is important that the Commission is taking this up.

But I also think that record that was developed was too heavily skewed by the belief—I think the pernicious belief—that the FCC either ***will not*** or ***should not*** take a lead role in mandating network resiliency standards. I simply cannot accept this view. The nation's experience with 9/11 and Hurricane Katrina indicates to me that industry best practices and voluntary best efforts are not by themselves always going to get the job done. You don't have to take my word for it. The comments filed in this docket by St. Tammany Parish, one of the Louisiana areas most devastated by Hurricane Katrina, put it well: "Regarding the question of whether to 'rely on voluntary consensus or other measures for enhancing readiness and promoting more effective response efforts' we encourage the Commission to actively pursue positive results to the extent permitted. Voluntary consensus measures, while well intended, have fallen short many times."

I can't put it any better than that. The individual citizens who bore the brunt of Katrina's fury and the PSAPs who tried to cope with it certainly understand that some things need to be done, and done soon, and done on a mandatory basis if they are not going to be voluntarily implemented. These are the times when the Commission needs to step in and make it happen. Otherwise an effective system of public safety will never be achieved. So I hope that our willingness today to implement mandatory actions will be the beginning of a broader and more general reorientation of our approach to public safety issues. I am pleased we are beginning down this road and I hope we stay on it. I also hope and trust that the private sector realizes the public trust it has been given to aid in the protection of our citizens. The private sector played a critical role in the aftermath of Katrina and Rita, and still does, as it rebuilds the network infrastructure in that devastated region. The industry's continuing involvement in these efforts is essential if government and industry together are going to be successful next time. Our nation's citizens deserve, and expect, no less. Public safety is not something nice to have—it is a national imperative and the first obligation of all of us in this room as public servants.

Another role that I suggested for the Commission was to act as a clearinghouse for ideas that can better prepare organizations of all sizes for the next disaster. I am talking here about the

[1] *Henslee v. Union Planters Nat. Bank & Trust Co.*, 335 U.S. 595, 600 (1949) (Frankfurter, J., dissenting).

hundreds of thousands of public safety agencies, hospitals, nursing homes, charities, small businesses, and other organizations that lack the resources to come up with self-generated, custom-built and fully-tested disaster readiness plans. Why should each of these groups have to start from scratch and re-invent the public safety wheel? Wouldn't it be far better if they could come to the FCC to learn about what has worked for other organizations and what hasn't? After all, learning that your disaster plan doesn't work in the middle of a disaster is emphatically ***not*** the right time to make that discovery. The technologies and protocols that organizations rely upon in a crisis need to work every time.

Today's item instructs the Commission's new Public Safety and Homeland Security Bureau—under its new Bureau Chief, Derek Poarch—to take the lead role in building such a clearinghouse. As I have noted many times before, this is where the Commission should have gone six years ago, right after 9/11. I commend Chairman Martin's willingness to take a leadership role in this critically important area and I applaud his efforts to initiate processes that will hopefully put this agency in the forefront of communications readiness planning, exactly where it belongs.

As with all public safety initiatives, the proof will be in the pudding. In the weeks and months ahead, our new Bureau and Chief are tasked with developing readiness checklists for each industry sector; awareness programs on alternative technologies such as satellite and paging systems, Wi-Fi, and WiMAX; and outreach programs for emergency medical and other communities. It will require significant resources to realize these and many other objectives, such as developing and publicizing a first-rate website that communicates the Commission's latest learning on how to prepare for disasters. Commission outreach is so central to all this and I am pleased that the Bureau will issue regular reports detailing our outreach activities. I, for one, will be monitoring these reports closely to assure myself that the Bureau is doing everything that it can to reach those who can benefit from the FCC's research, experience and programs. I urge Chief Poarch to be aggressive in this task—to become a tireless advocate and proselytizer on this issue. It was never my idea that we would settle for rebuilding a communications system that was taken down by Katrina—a terrible storm, to be sure, but far less devastating than a direct hit from a Category 5 hurricane would have been. The good citizens of New Orleans and the Gulf Coast have a right to expect, and should settle for no less, than the best and most up-to-date communications systems that our country can provide.

So I vote to approve this item as a step along the way, but just a step, holding out the prospect of continuing commitment to see the job through and to deploy the full decision-making authority of this Commission to make it happen. Thanks to the Bureau, all the commenters, our hard-working bureau and staffs, and my colleagues for their efforts here.

STATEMENT OF COMMISSIONER JONATHAN S. ADELSTEIN

Re: Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks; EB Docket No. 06-119 and WC Docket No. 06-63.

Hurricane Katrina and the 2005 hurricane season represented one of the most challenging times our country has seen in recent years. Its memory should serve as ample reminder of the commitment that will be necessary to achieve disaster readiness and preparedness. All aspects of daily life in the Gulf Coast region were severely impacted by the devastation caused by these storms – telecommunications and media services were no exception. With such destruction of our communications infrastructure, Hurricane Katrina demonstrates in stark relief the essential role of communications during emergencies, whether citizens are trying to find out what is happening with their families, officials are trying to disseminate critical information, or emergency personnel are responding to an urgent situation.

The Katrina Panel Report confirmed that our nation's communications systems and our government's response capabilities were put to the test, with very mixed results. While our Order today achieves some limited gains, there is still much to be done before we face our next national test.

The Commission can and must play a key role in improving our nation's disaster preparedness, network reliability, and communications among first responders. Through our Public Safety and Homeland Security Bureau, the Commission must take a more active lead in coordinating with state, local and Tribal governments, public safety answering points (PSAPs), and first responders in advance of future disasters; in providing important outreach to our nation's emergency medical communities; and in working with other federal agencies to ensure that credentialing procedures and other requirements are developed in advance to ensure access by communications workers to affected areas post-disaster. This item sets out several important directives to our staff to meet these worthwhile objectives. These efforts are critical if the Commission is to establish and maintain a position of leadership. Many of these proposed outreach efforts were specifically recommended by the Hurricane Katrina Panel, so I want to extend again my thanks to Nancy Victory and the members of the Panel for investing their time and effort to draw out lessons from this disaster and to better prepare our communities for the future.

Unfortunately, we still have much work remaining to improve the country's communications preparedness in light of the events of 20 months ago. As the Order and the Hurricane Katrina Panel Report each point out, Hurricane Katrina knocked out more than three million customer phones in the region and more than a thousand cell sites. More than 35 PSAPs were off-line and unable to provide 911 or enhanced 911 services. The Katrina Panel Report identified three main problems that caused the majority of communications network interruptions: flooding; lack of power and/or fuel; and failure of redundant pathways.[1] I am pleased that we were able to improve the item by addressing these concerns through two modest provisions dealing with (1) emergency back-up power requirements, and (2) an obligation on

[1] *See* Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, *Report and Recommendations to the Federal Communications Commission* (Katrina Panel Report) at 13.

service providers to file 911 analysis reports. These are worthwhile efforts, but they alone will not be sufficient to ensure that our communications systems are ready to handle the high hurdles that disasters can bring.

Indeed, the larger focus of the item is on a series of aspirational objectives for our new Bureau rather than more concrete assurances for our nation's citizens and first responders. For example, one of the key findings in the Katrina Panel Report was the widespread damage caused by unprecedented flooding: "While communications infrastructure had been hardened to prepare against strong winds from a hurricane, the widespread flooding of long duration associated with Katrina destroyed or disabled substantial portions of the communications networks and impeded trained personnel from reaching and operating the facilities."[2] There may be no silver bullets to address the widespread flooding caused by a disaster such as Hurricane Katrina; yet, this Order does not in itself require any concrete actions to address this very real problem. The Commission needs to initiate a discussion of hardening the network to address flood related issues. While the Order directs the Bureau to encourage the development of voluntary checklists, it still leaves work to be done. Although outreach and voluntary measures can play a critical role, we must continue to push communications providers to go the extra mile to achieve a true level of preparedness. Without firm commitments, can we seriously tell the people of the Gulf Coast region that this Commission has taken all of the necessary steps to ensure that such a communications disaster will never happen again?

Similarly, the Katrina Panel Report analyzed extensively the problem of the failure of redundant pathways and the impact on communications networks throughout the region from the loss of switches, T1s, and other leased lines. "As an example, a major tandem switch in New Orleans was isolated, which meant that no communications from parts of New Orleans to outside the region could occur."[3] Once again, the Commission offers little in the way of solutions for a serious network shortfall that may well be present in many other communities. Rather, the item encourages carriers to adopt voluntary readiness checklists based on best practices advanced by the Network Reliability and Interoperability Council (NRIC) and the Media Security and Reliability Council (MSRC), our recently-terminated Federal Advisory Committees. I understand that neither group has met in well over a year, with NRIC VII holding its last meeting on December 16, 2005, just a couple of months after the hurricane season ended. Now that these committees have been replaced with a new combined reliability council, we will need to seek input more regularly if we are going to rely on a system of carrier commitments and best practices to effectuate network reliability changes.

To all of the affected citizens in the Gulf Coast area – and to the many diverse communities at risk for future catastrophic events – we owe an honest assessment of the performance of the telecommunications and media infrastructure during Hurricane Katrina and of our strengths, weaknesses, and commitment to preparedness going forward. Shortly after the storm, I had an opportunity to witness first hand some of the widespread destruction and personal loss in the Gulf Coast and to meet with communications workers and first responders, who labored around the clock to restore connectivity to the Gulf Coast, often at great personal sacrifice. It was humbling to see Americans act so selflessly when others are in need,

[2] *Id.*

[3] *Id.* at 14.

particularly when so many were themselves suffering the loss of homes, communities, or loved ones. We owe them not only deep gratitude but also a serious effort to develop real solutions to address identified weaknesses and holes in the preparation process. While we have made some limited advances in this Order, I believe our work is still far from over.

STATEMENT OF COMMISSIONER DEBORAH TAYLOR TATE

Re: *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks*, EB Docket No. 06-119 and WC Docket No. 06-63.

Today's item marks an important step towards ensuring that the Commission and the industries it is responsible for are better prepared to respond in the face of natural disasters and other types of incidents, such as a pandemic, industrial accident, environmental incident, or terrorist attack. I am proud to vote in support of an item which, I believe, reflects the best aspects of the Independent Panel's report and the subsequent input from a diverse array of commenters.

When we released the Notice of Proposed Rulemaking that led to today's order, I specifically asked and encouraged industry to develop and share their thoughts, strategies and ideas on disaster preparedness and emergency system interoperability. While the industry certainly stepped to the plate, they were matched in their expertise, passion, and innovation by a diverse array of public safety agencies, federal and state government agencies, equipment manufacturers, and concerned citizens. This diversity and depth of participation in this proceeding created a record which led to an item which I think everyone should be proud of, and marks a standard which we should strive to achieve across the board.

Finally, I would like to again thank Nancy Victory and the members of the Independent Panel for all of their efforts. I hope and trust that they will take pride and, to some extent, comfort in the fact that they have played such a key role in helping to prepare our Nation for whatever challenge it faces next.

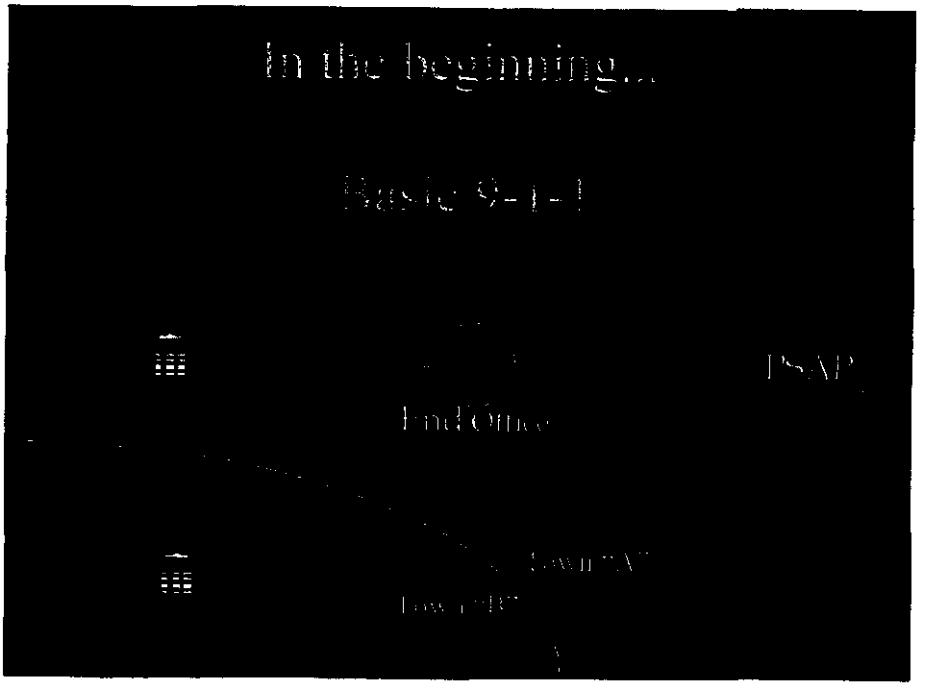
STATEMENT OF COMMISSIONER ROBERT M. McDOWELL

Re: Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks, EB Docket No. 06-119 and WC Docket No. 06-63.

I support our action today to move forward on a number of the recommendations made by the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks (Hurricane Katrina Panel). Our work is particularly timely, given that the Atlantic Hurricane season begins tomorrow, June 1, and scientists at the National Oceanic and Atmospheric Administration (NOAA) Climate Prediction Center are projecting a 75 percent chance that hurricane activity will be above normal this year.

Moreover, it is particularly helpful that our efforts regarding emergency preparedness have broad applicability, given the need to plan for not only natural disasters such as hurricanes, but also for incidents like terrorist attacks, influenza pandemic outbreaks and industrial accidents. Any of these emergencies could result in sudden and significant shortages of personnel, a surge in communications traffic, possible disruptions to communications networks (due to increased telecommuting during an influenza pandemic, for example), and lack of manpower to immediately repair affected communications networks. I am pleased that we have built upon the lessons learned from the Hurricane Katrina disaster to promote more effective, efficient response and recovery efforts, as well as heightened readiness and preparedness. Thank you to all involved.


NENA
TDC
TECHNICAL
DEVELOPMENT
CONFERENCE
9-1-1 Tutorial
Rich Ragsdale
NENA Technical Liaison
Chair, PSAP/CPE Technical Committee
Bob Gonjanovich
Chair, Network Technical Committee
Barb Doerning
Chair, Database Technical Committee
Roger Hixson
Chair, MIS/OPS Technical Committee



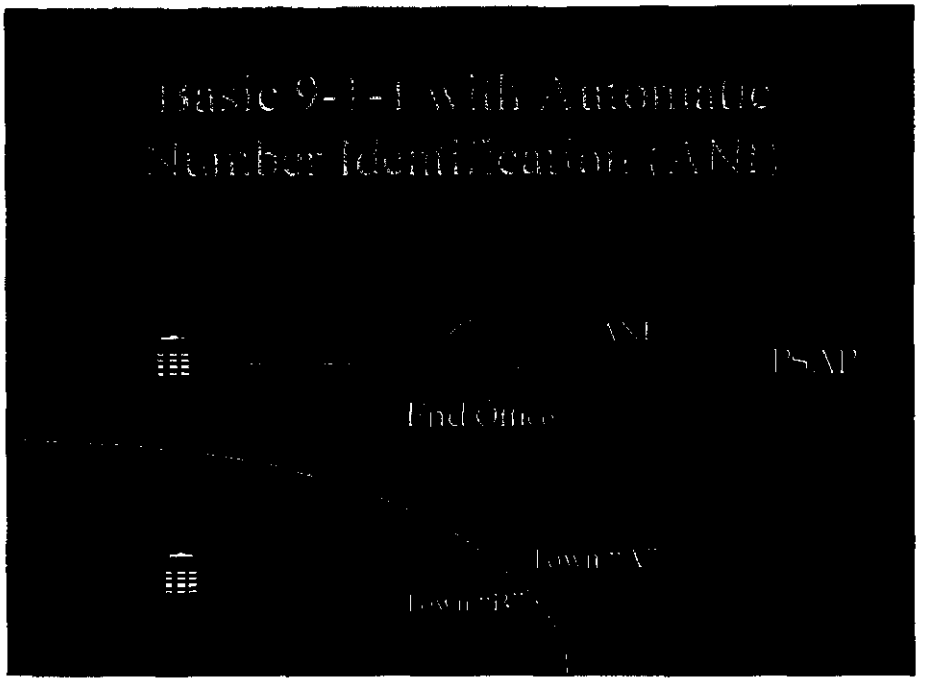
In the beginning, there was Basic 9-1-1. The telephone company end office (also known as a "central office" or "Class 5 office") is programmed to point all 9-1-1 calls to a single destination.

The good news is, all 9-1-1 calls from any telephones served by the end office will complete to the PSAP.

The bad news is, end office serving areas rarely line up with political jurisdictions. The office may serve subscribers in neighboring towns, or the end office may not serve all the residents of the town. These conditions are known, respectively, as overlap and underlap.

The original Basic systems (some of which are still in operation) provided no identification of the caller.

Basic 9-1-1 service, delivered in this configuration (via a local central office) will not support interconnection to any other telecommunications providers, including Independent telcos, ALECs or Wireless Carriers. Its days are numbered for that reason.

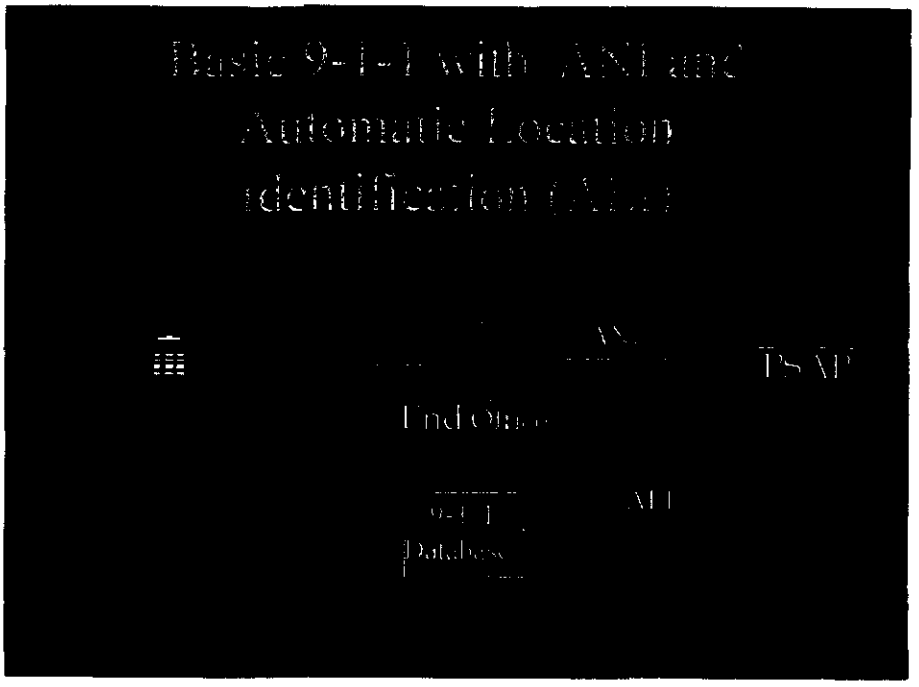


The introduction of ANI added a new dimension to 9-1-1 service. Now the caller's telephone number could be delivered with the call and displayed at the PSAP. It could be used to identify the caller, if the caller were unable to do so, and for callback.

A signaling scheme known as Centralized Automatic Message Accounting, or CAMA, originally used to identify the originator of a long distance call for billing purposes, was borrowed to facilitate ANI delivery to the PSAP. CAMA uses multi-frequency (MF) signaling to deliver eight digits to the PSAP. The first digit, called the Number Plan Digit or NPD, specifies one of four possible area codes. Digits 2-8 represent the caller's 7-digit telephone number. The ANI is framed with a "Keypulse" at the beginning and a "Start" at the end, in the format "KP-NPD-NXX-XXXX-ST".

A commonly asked question is, "The real name for Touch Tone dialing is "Dual Tone Multi-Frequency" or DTMF. Are DTMF and MF the same thing?"

The answer is no. Both use a combination of two specific tones to represent a digit or other character, but the tones are different. There are 16 DTMF tones (0-9,#,*,A,B,C,D) and a greater number of MF tones (including 0-9, KP, ST, ST', ST'' and others). The reason for the difference is that DTMF tones represent signals from a user to the network, and MF tones are control signals within the network.

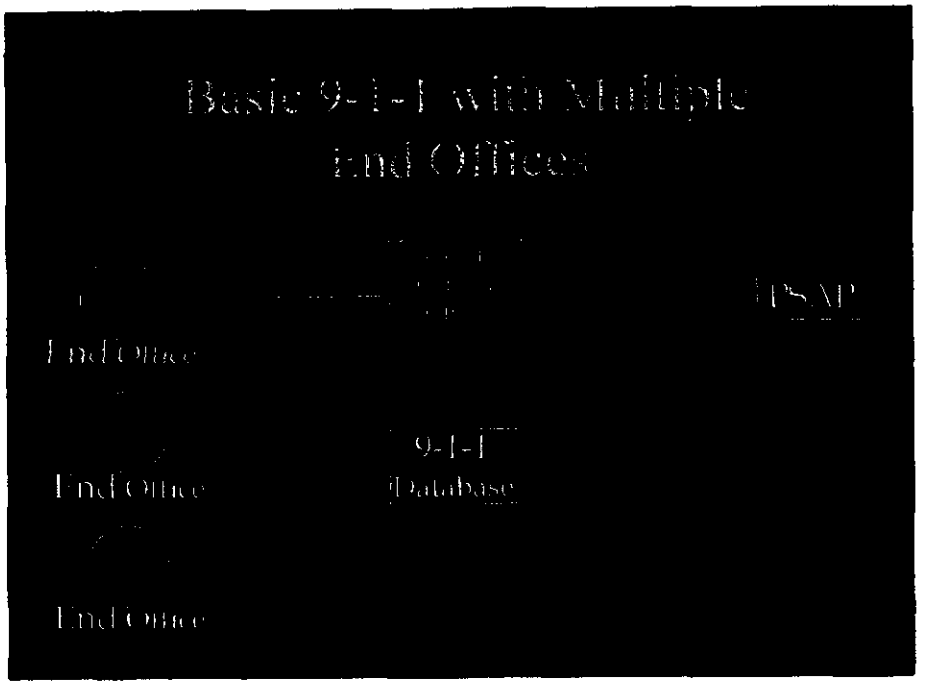


Once the caller's telephone number was available to the PSAP, name and address data could be accessed using it. After all, telephone companies store subscriber data based upon telephone number.

New equipment (and a new data circuit) at the PSAP takes the telephone number, wraps it in a data message, and uses it to query the ALI database, which has been specially constructed for this purpose. This configuration facilitates the automatic delivery of the name, address and telephone number of all 9-1-1 callers.

9-1-1 ALI databases are typically operated by the telephone company serving the PSAP. If there are multiple telephone companies, one may act as host for the others. There may also be multiple ALI databases (like in California), but that is the exception rather than the rule.

Don't be fooled! This is not Enhanced 9-1-1. This system identifies callers, but we are still only addressing a single end office serving area. What if there are several telephone company offices serving the town or county?



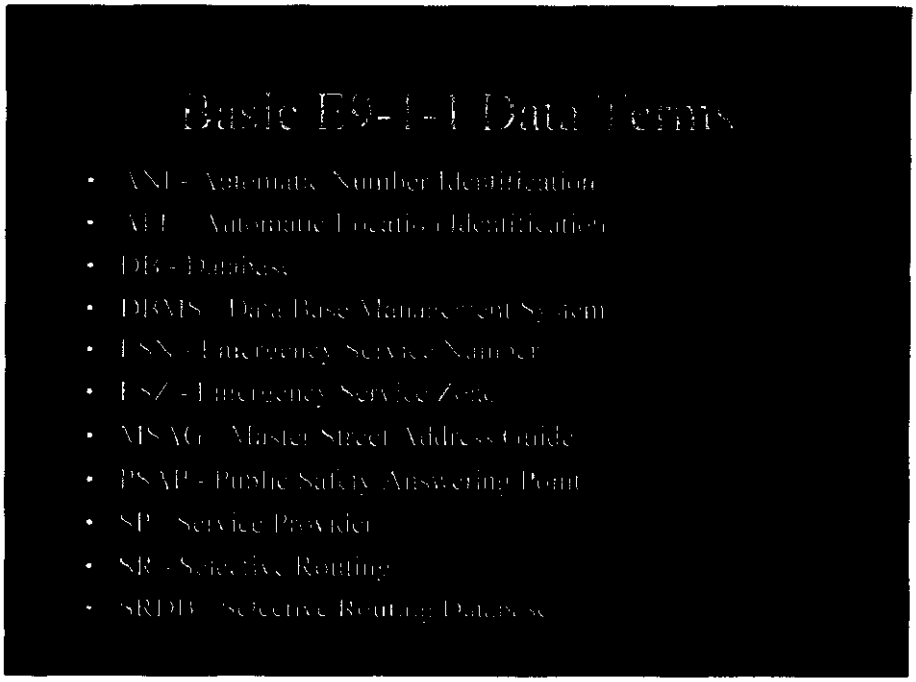
It is not efficient to build trunks from multiple central offices to a PSAP. Instead, trunks from the end offices are concentrated at a "tandem" office, from which a single trunk group serves the PSAP. This concentration reduces the size, and thereby the cost, of the PSAP telephone equipment.

A "tandem" is a telephone company switch that provides an intermediate concentration and switching point. Tandems are used for a number of purposes, including intra-LATA toll (sometimes called "short distance"), and access to other local exchange carriers (LECs), long distance carriers and telephone operators. A tandem office that provides Enhanced 9-1-1 services is known as an E9-1-1 Control Office.

This type of configuration has been used all over the country.

NOTE: From this point forward, the terms "end office" and "central office" may refer to offices operated by incumbent wireline telephone companies (ILECs), like Bell Atlantic and Sprint, or those operated by ALECs. Their function and connections are virtually identical. The main differences are that where an ILEC end office will serve a specific area with a pair of 9-1-1 trunk groups, an ALEC end office may serve an entire state with individual or pairs of 9-1-1 trunk groups for each county.

Also from this point forward, the terms E9-1-1 Control Office, Selective Router, Selective Routing Tandem, and 9-1-1 Tandem are used interchangeably. "E9-1-1 Control Office is the generic term, but it is called by many names across the country.



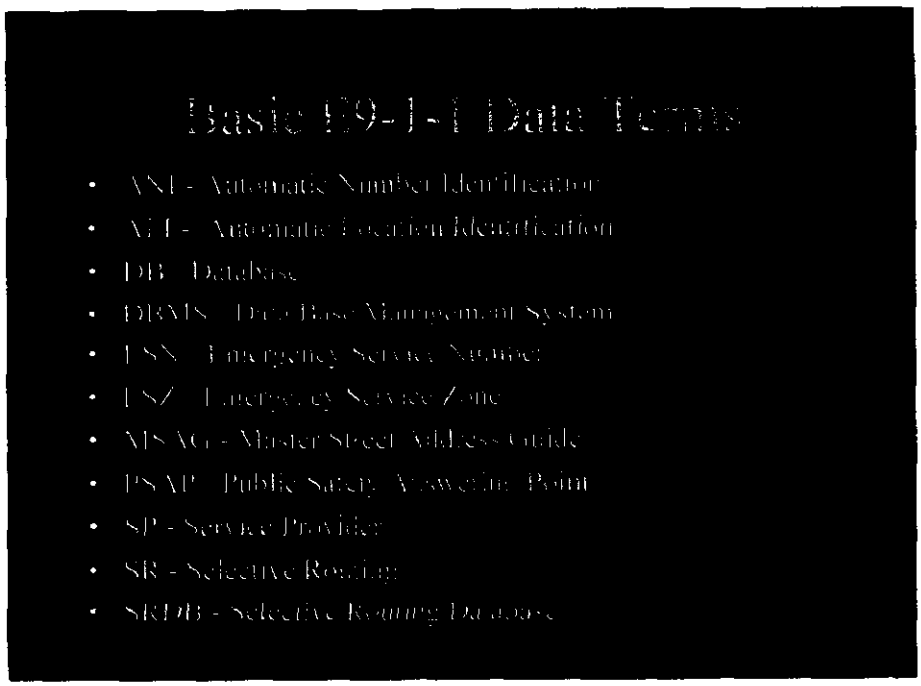
OK, lets take a short break from techy stuff to review some 9-1-1 terms associated with Enhanced 9-1-1 databases

•Automatic Number Identification (commonly referred to as ANI) is the Telephone Number associated with the access line from which a call originates.

•Automatic Location Identification (commonly referred to as ALI) is the Automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency information.

•A Database (DB) is an organized collection of information, typically stored in computer systems, comprised of fields, records (data) and indexes. In 9-1-1, such databases include MSAG, telephone number/ESN and telephone customer records (commonly referred to as the ALI Database).

•The Data Base Management System (commonly referred to as DBMS) is a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification (ALI) Data services.



•An Emergency Service Number (ESN) is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates Selective Routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

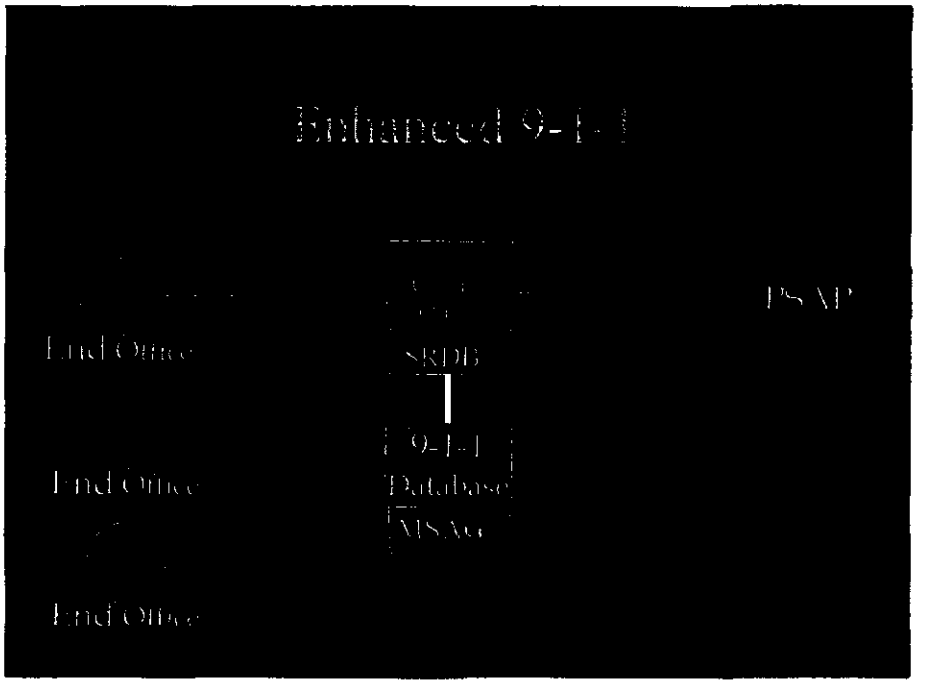
•A Master Street Address Guide (commonly referred to as an MSAG) is a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

•A Public Safety Answering Point (commonly referred to as a PSAP) is a facility equipped and staffed to receive 9-1-1 calls. A Primary PSAP receives the calls directly, If the call is relayed or transferred, the next receiving PSAP is designated as a Secondary

•A Service Provider (SP) is an entity providing one or more of the following 9-1-1 elements: Network, CPE, or Database service.

•Selective Routing is the routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is controlled by the ESN which is derived from the customer location.

•The Selective Routing Database (commonly referred to as the SRDB) is the routing table that contains telephone number to ESN (TN/ESN) relationships which determine the routing of 9-1-1 calls.



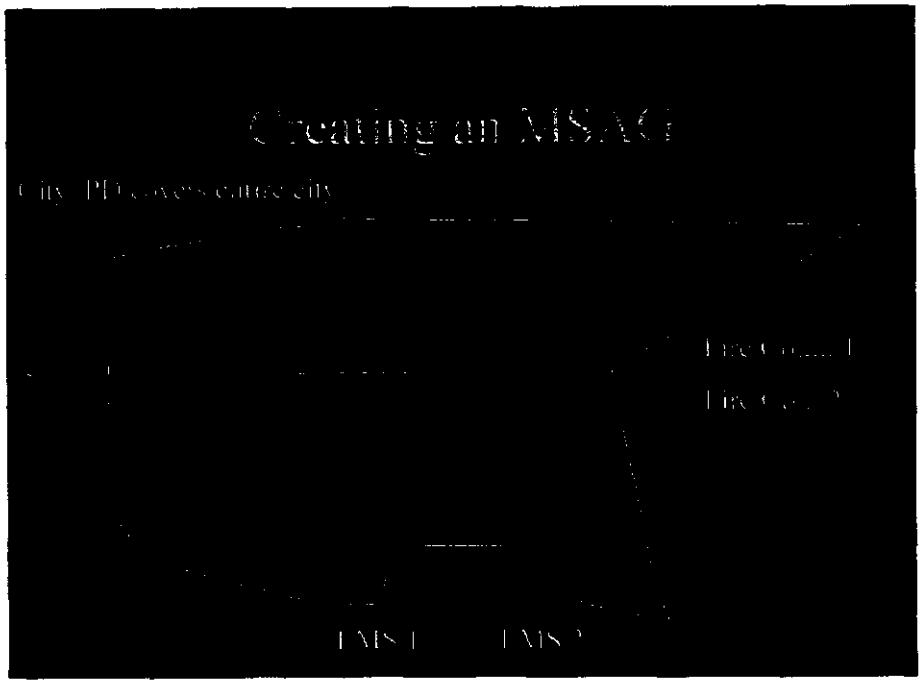
The feature that separates Basic 9-1-1 from Enhanced 9-1-1 is Selective Routing. Basic systems may have both ANI and ALI, but are not considered Enhanced until Selective Routing is added.

Generally speaking, Enhanced 9-1-1 systems will feature Selective Routing, ANI, ALI, Selective Transfer and Fixed Transfer. Selective Transfer enables one-button transfer capability to the Police, Fire and EMS agencies listed on the ALI display. Fixed Transfer is another name for speed dialing.

Enhanced 9-1-1 requires the addition of three components to our diagram - the Master Street Address Guide (MSAG), a link from the database to the 9-1-1 Selective Routing Tandem, and a Selective Routing Database (SRDB) associated with the tandem.

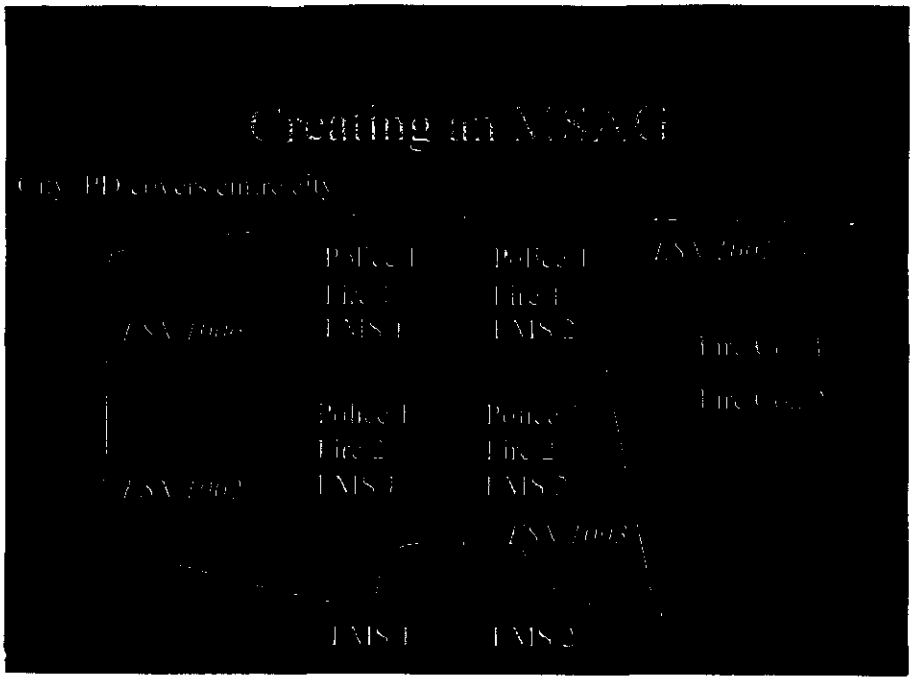
Selective Routing is the process by which 9-1-1 calls are delivered to a specific PSAP based upon the street address of the caller. Selective Routing Tandems (aka E9-1-1 Control Offices), however, don't understand addresses - they understand numbers. This means that street addresses have to be converted into numbers the Router can use.

For E 9-1-1, street address ranges are associated with Emergency Service Zones representing unique sets of Police, Fire, and EMS jurisdictions. These Zones are numbered with Emergency Service Numbers (ESNs), and DBMS processing then provides TN-ESN data relationships - the SRDB data that controls ANI-based call routing in the Selective Routing switch.



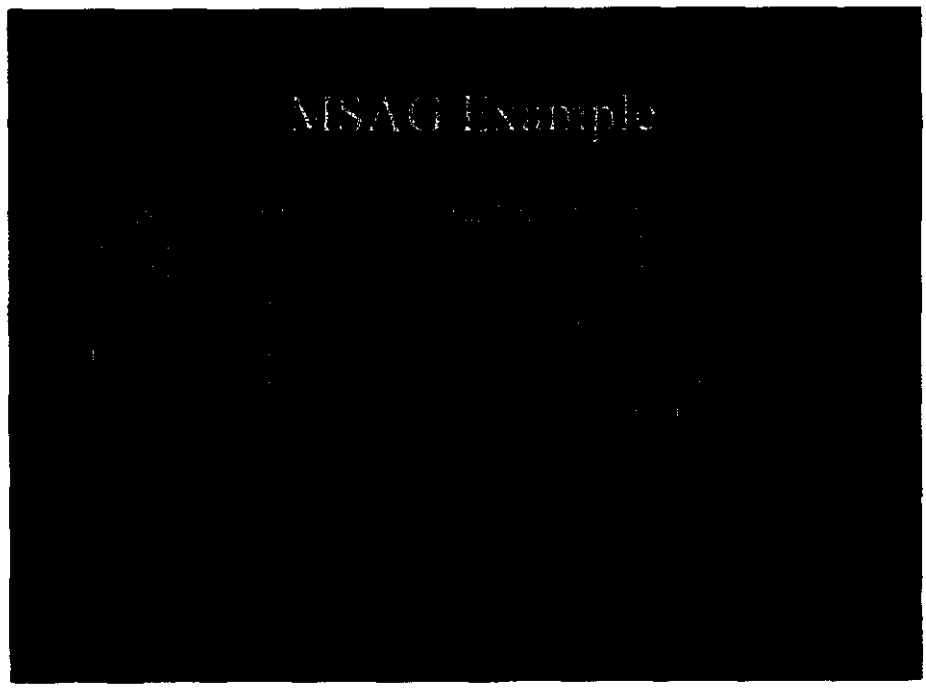
When the response areas of the agencies are overlaid, they form geographic zones, each served by one particular combination of Police, Fire and EMS agencies. These zones are called Emergency Service Zones or ESZ's. Each ESZ contains the set of street addresses served by the three agencies.

In our example above, the City Police Department serves the entire city. Fire Company 1 serves the northern half of the city and Fire Company 2 serves the southern half. EMS 1 and EMS 2 split the city on an east-west basis.



This configuration creates four Emergency Service Zones (ESZ), each having a distinct combination of emergency services within the municipal boundary. ESZs may be any size, from a single address to an entire municipality. Some particularly creative uses of ESZs have been developed to handle wireless, and will be discussed later.

The ESZs are now assigned three, four or five digit numbers. These numbers are called Emergency Service Numbers or ESNs.

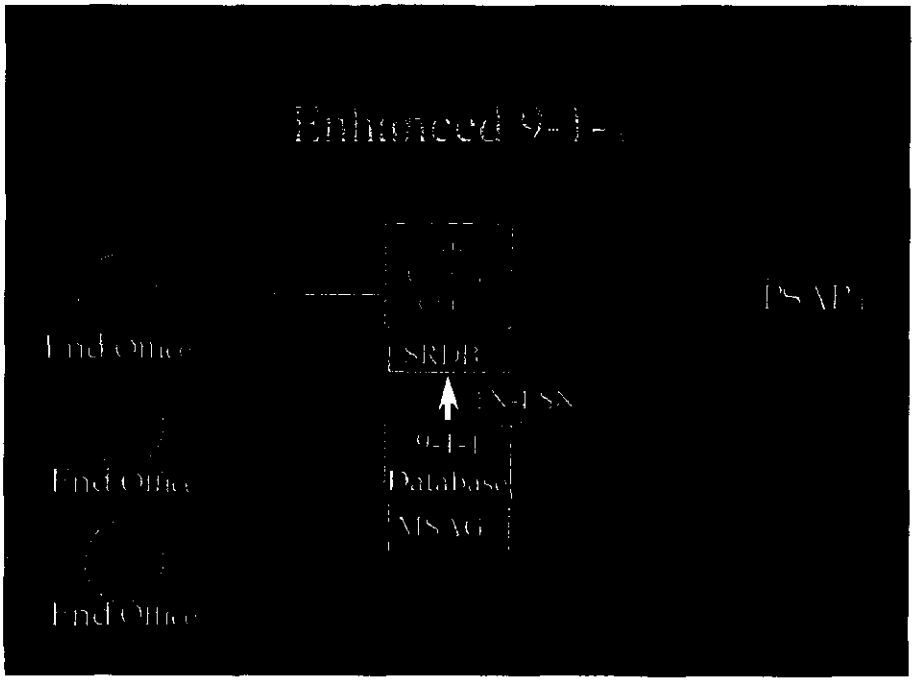


Now that the ESZ's/ESN's have been identified the MSAG can be created. All of the address ranges within a specific ESZ are identified and assigned their ESN.

Each street range (Directional, street name, street suffix and community for example) is entered into the MSAG along with it's associated ESN. Once the MSAG is completed with street entries covering the entire service area, it is ready to be utilized for processing of the telephone company subscriber information.

The processing of records performs edits on the data being processed and assigns the appropriate ESN to each telephone company record, if the record contains an address which finds an exact match of an street entry in the MSAG. This file of data is now known as the Automatic Location Identification (ALI) database.

If the record does not find an exact street name match in the MSAG the record is placed into an error file for further manual handling. ***The lesson here is that the telephone company record MUST have an MSAG valid address to be assigned the appropriate ESN for Selective Routing purposes and be added to the 9-1-1 ALI database.*** This is how the Selective Router knows where to send the 9-1-1 call.



Usually, a default ESN will be created for each municipality. Unrecognized addresses (no house number, number out of range, unknown street name) may be assigned the default ESN. In some systems, all default ESNs begin with a zero (0001-0999) to make them immediately identifiable.

An agency file (there are several names for this file "English Translations File" to name one) is created for each ESN. This file contains the names of the emergency agencies, may contain their telephone numbers, and will be delivered to the PSAP with any 9-1-1 calls from this ESZ.

Once the ALI database is created, a sub-set of that data is uploaded to the Selective Routing Data Base (SRDB). Depending upon the selective router used, the SRDB may be resident in the switch, in an adjunct processor, or in the ALI database.

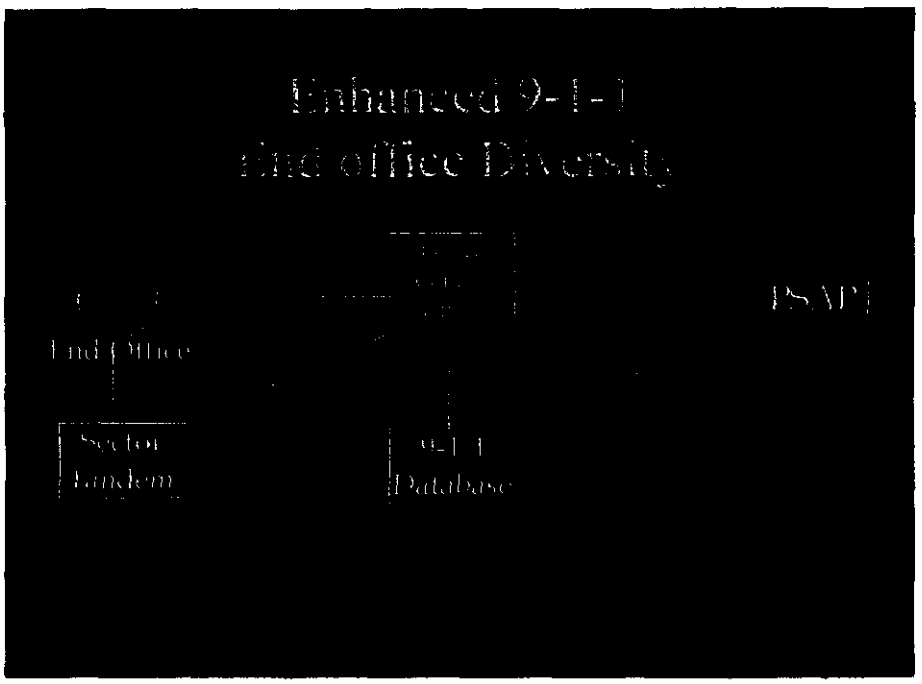
In the selective routing tandem, the ESN is used for several assignments:

1. Assignment to a specific Primary PSAP.

2. Programming of destinations for Police, Fire and EMS Selective Transfer keys.

3. Assignment of alternate PSAPs (Optional).

At this point, a 9-1-1 call can be selectively routed to an assigned PSAP, the customer and emergency agency data can be transmitted to the PSAP, and the Selective Transfer keys are available for use.



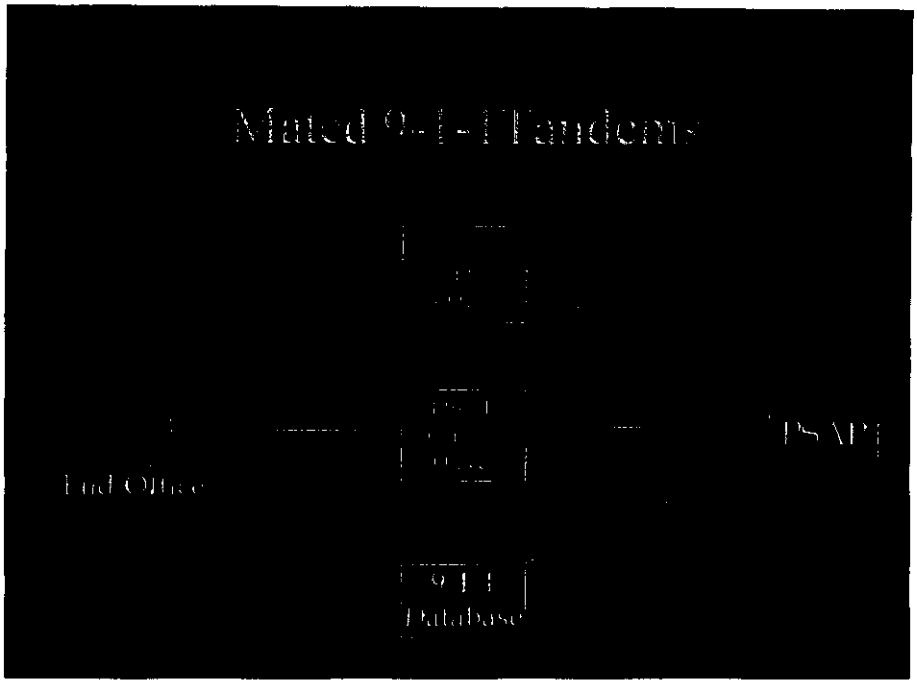
9-1-1 systems are expected to function without interruption. However, expecting every network and PSAP component to work perfectly forever is unrealistic. Stuff happens - things break. Reliability, then, is achieved through diversity and redundancy.

One method of achieving reliability is to build redundant, diversely routed trunk groups from each end office to its 9-1-1 tandem. Each trunk group should be large enough to carry the entire traffic load for that end office.

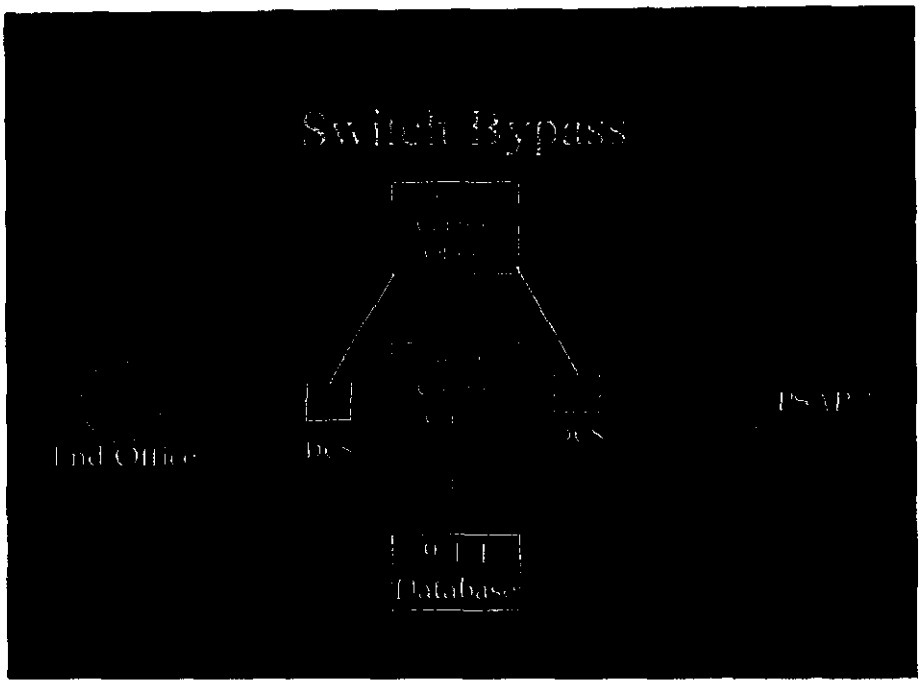
In this example, a primary 9-1-1 trunk group is built from the end office directly to the 9-1-1 tandem. A secondary, or overflow group, is built to the sector tandem that serves the end office. Many other end offices have overflow trunks to the sector tandem which, in turn, has a large common trunk group to the 9-1-1 tandem.

Depending upon local convention or regulation, the primary and overflow trunk groups may each be large enough to provide a P.01 grade of service, or may provide a P.01 grade of service in total. "P.01" means that, during the average busy hour of an average week, one call out of one hundred will be blocked due to an all-trunks-busy condition.

Yes, 9-1-1 calls sometimes get blocked. However, if trunk groups are engineered correctly, blocking will only occur under extraordinary circumstances that generate abnormal volumes of 9-1-1 calls - many of which are redundant. This "congestion control" (sometimes called "choking") is necessary to protect the rest of the network and the PSAPs.



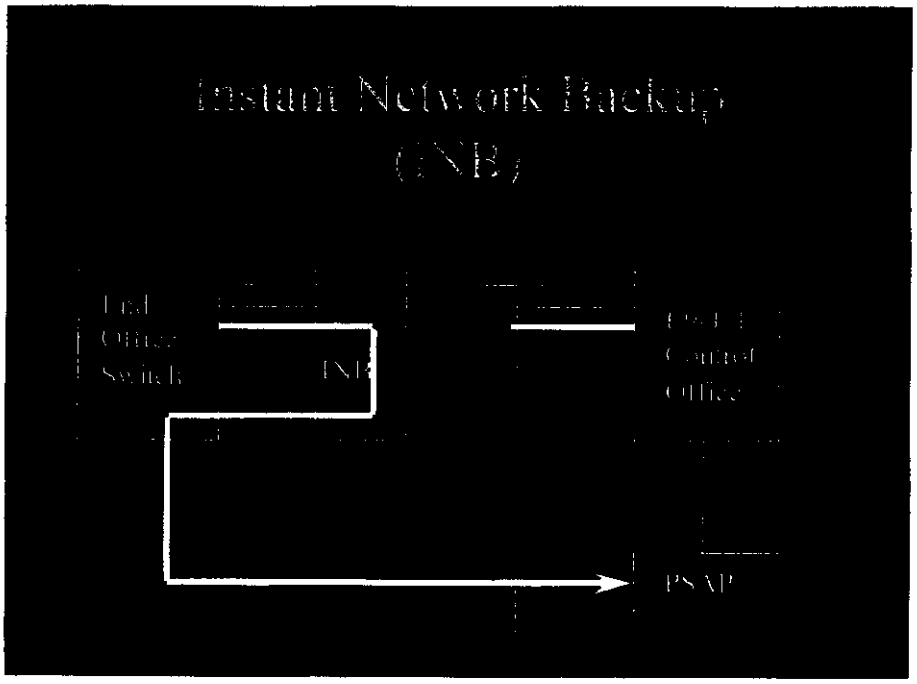
Many 9-1-1 tandems are "mated". Each end office is trunked to both tandems, and both tandems are connected to the PSAP. If one of the tandems fails, the PSAP remains in service. Call handling capacity is reduced by 50%, but there is no interruption of service.



Switch Bypass is another method to survive a tandem failure. If a tandem fails, end office trunks and PSAP circuits are moved, via digital cross-connect systems (DCS), from the failed tandem to a backup tandem. This switching is done at the DS-3 level. That means that 672 circuits are switched in a single motion. The backup tandem is a mirror image of its mate. A single command activates the ports on the backup tandem.

There is an interruption of service for a few minutes until the switchover is complete. Once completed, however, call handling capacity is restored to 100%.

New Jersey has the only system of this type. It is the only state that can lose two of four 9-1-1 tandems and still maintain 100% call handling capacity. The backup system, like all backup and disaster recovery systems should, is exercised several times per year to ensure it will work when really needed. A typical Switch Protection test will involve the movement, reconnection and reactivation of between 800 and 900 end office trunks, PSAP trunks and printer circuits, all in a matter of minutes.

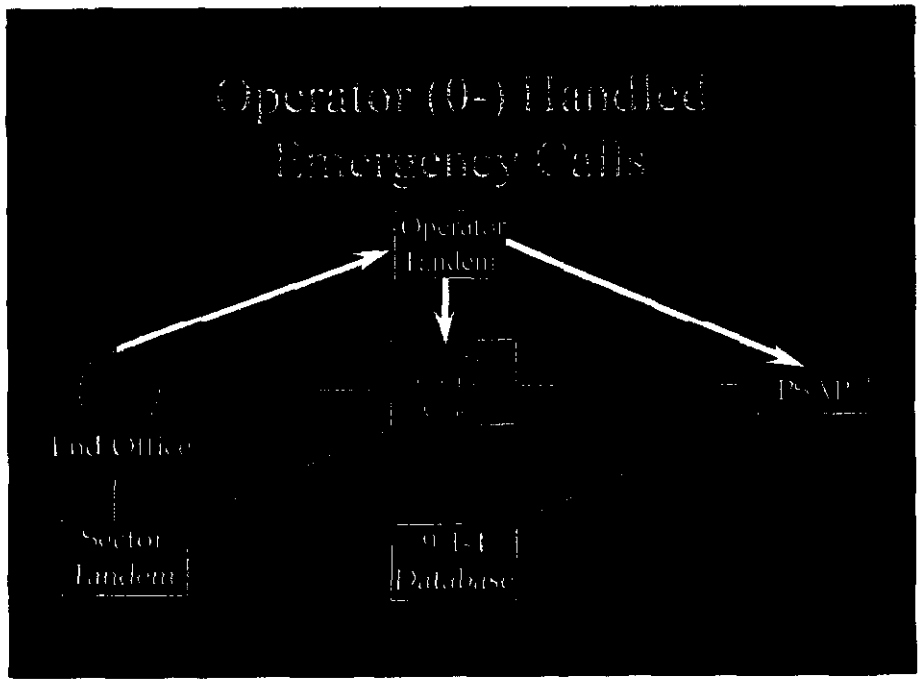


Another layer of network protection, sometimes called a "call diversion" system, is depicted above. One type is called an Instant Network Backup or INB system.

(NOTE: Proctor & Associates markets a unit called "9-1-1 INB". The reference in this tutorial to Instant Network Backup refers to the service in New Jersey for which the unit was originally built. It is not an endorsement or recommendation of the Proctor & Associates product. There are other manufacturers of this type of unit.)

The INB is a unit attached to the primary 9-1-1 trunk group at the LEC end office. It monitors the completion of 9-1-1 calls over that trunk group. If a call does not complete to the 9-1-1 network for any reason (trunk failure, facility problem, 9-1-1 tandem failure or port failure), the INB takes over and completes the call to a 7 or 10 digit number. ANI and ALI are not delivered, but the call is completed to a local public safety agency, usually the local PSAP.

Since the original development, INB technology has matured. INBs can now be purchased that will deliver ANI to a PSAP, or use cellular service to bypass the failed trunk and complete the call to the 9-1-1 tandem.

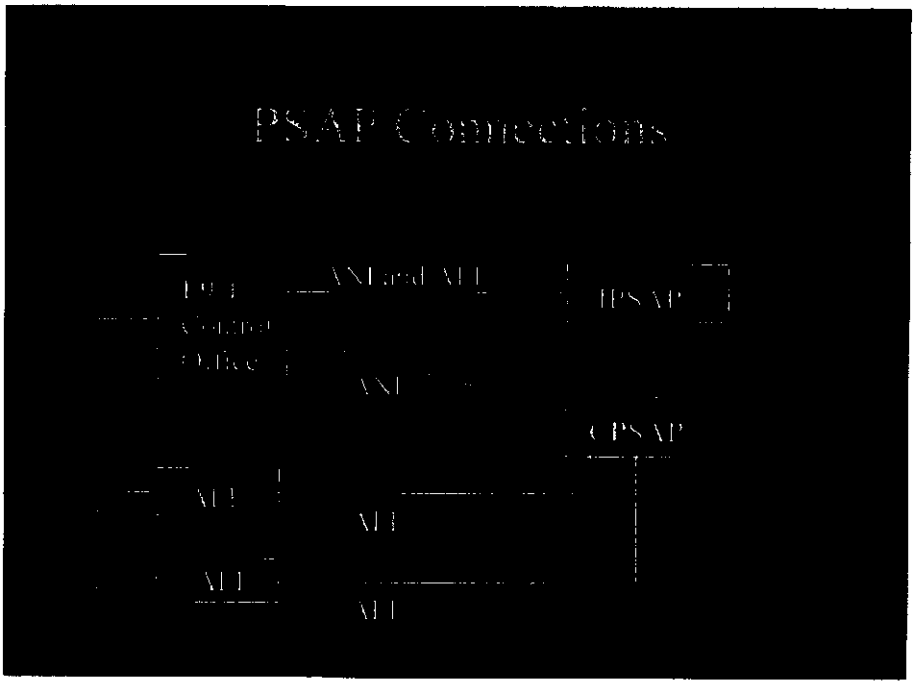


There are several ways for Operator handled calls to be completed to the PSAP. In at least two statewide networks, there is a direct connection between the Operator Tandem and the 9-1-1 Tandem. The operator forwards the call, with the caller's ANI, to the 9-1-1 Tandem. The 9-1-1 Tandem treats the call as if the caller had dialed 9-1-1.

A second way is through the use of pseudo numbers. A pseudo number is a telephone number that, when dialed, will reach a specific PSAP as a 9-1-1 call, and have some special ALI information associated with it. For example, there is a pseudo number associated with each municipality in a state. Dialing that number (usually from outside the lata) will generate a 9-1-1 call to the PSAP for that municipality. The ALI display will say that it is a third party conference call from an unknown address in that town. The caller is not identified, but the call goes to the PSAP for where the caller is believed, or claims, to be. These numbers can be used by ALEC operators who may be located anywhere in the country.

A third method is through the public switched telephone network, dialing the directory number for the PSAP. This is sometimes referred to as a "back-door" number by ALECs.

A fourth method, is for the operator to instruct the originating end office to generate a 9-1-1 call using the caller's ANI. This is under study by some of the switch manufacturers.

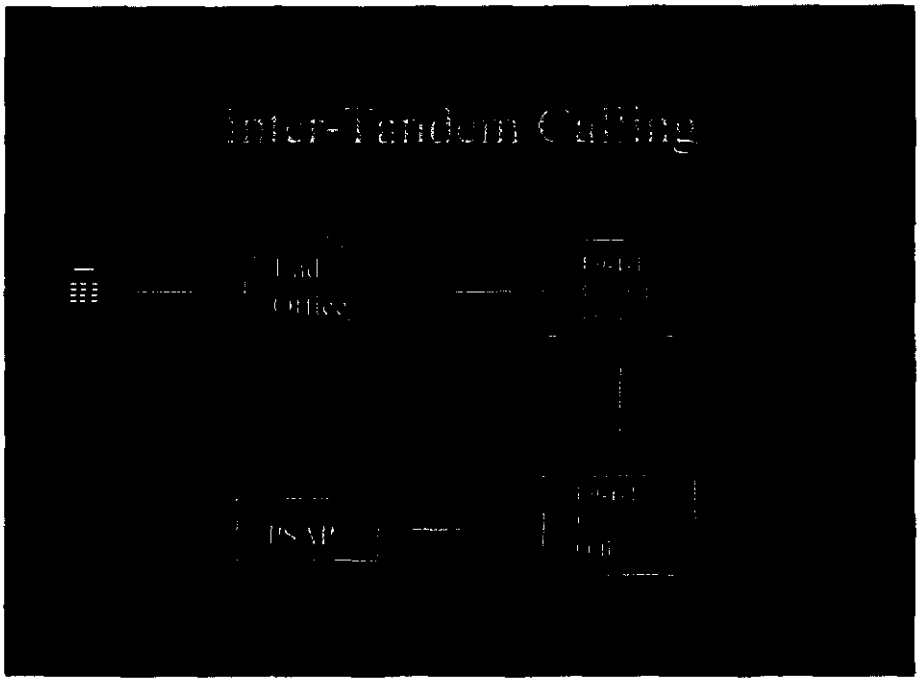


PSAP equipment falls into two basic types - Conventional and Integrated.

Conventional equipment (CPSAP) receives ANI over the voice trunk at the beginning of the call. The PSAP equipment sends a query (using the caller's ANI) to the ALI database system over dedicated data links. The ALI is returned over one or both of the links (This is dependent on the database configuration and the type of equipment at the PSAP. Most PSAP CPE can accept two responses.)

Examples of Conventional PSAPs are Plant Equipment, Lucent, Motorola, CML, Emergitech, Positron and TCI.

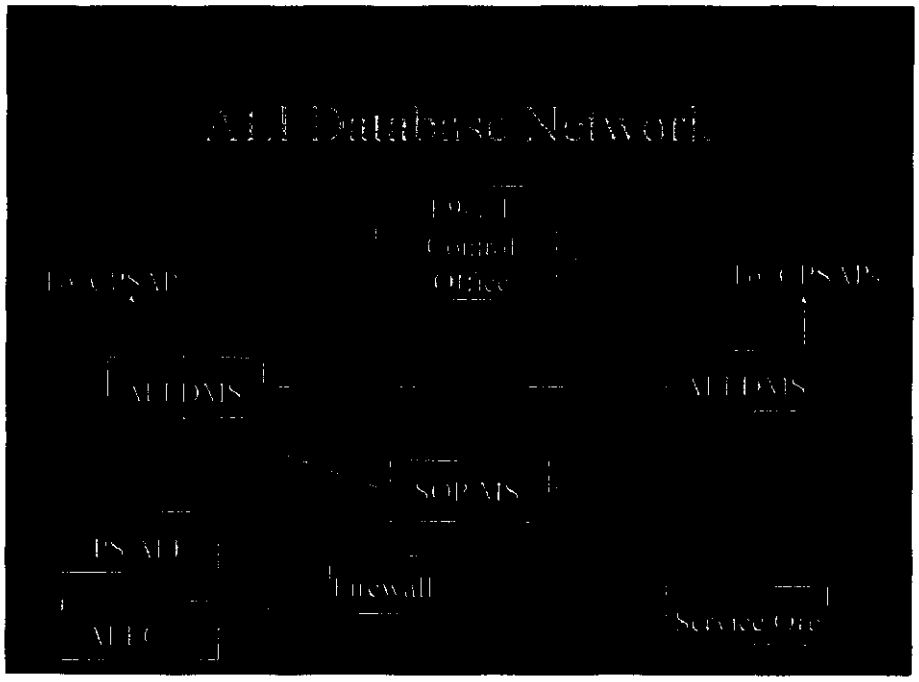
Integrated PSAPs receive both ANI and ALI from the 9-1-1 tandem. The tandem queries the ALI database as the call is processed. Depending on manufacturer, the connection between the tandem and the PSAP may be one circuit or two. Selection of Integrated PSAP equipment is dependent upon the tandem. Also, depending again on manufacturer, additional automatic call distribution (ACD) features (call queuing, announcements, equitable call distribution, management reports) may be provided by the tandem. Examples of Integrated PSAPs are Rockwell, KML, (which require a Rockwell tandem) CML (which requires a CML tandem) and NorTel (which requires a NorTel tandem).



As mentioned earlier, telephone network boundaries do not match with political boundaries. Some residents of the town may live in an area served by a different 9-1-1 tandem than the one that serves their local PSAP. There are two solutions. One is to build a trunk group from the "foreign" 9-1-1 tandem to the PSAP. This is expensive and inefficient, but sometimes unavoidable.

The other solution is inter-tandem networking. If the tandems are capable, calls from those subscribers travel from one tandem to the other on "inter-tandem" or "inter-machine" trunks (IMTs). This removes the 9-1-1 tandem boundaries as an obstacle to effective deployment of Enhanced 9-1-1.

IMTs are also often used to transfer calls between the PSAPs served by the two tandems.



This diagram depicts a specific ALI database network, but many networks use this type of architecture.

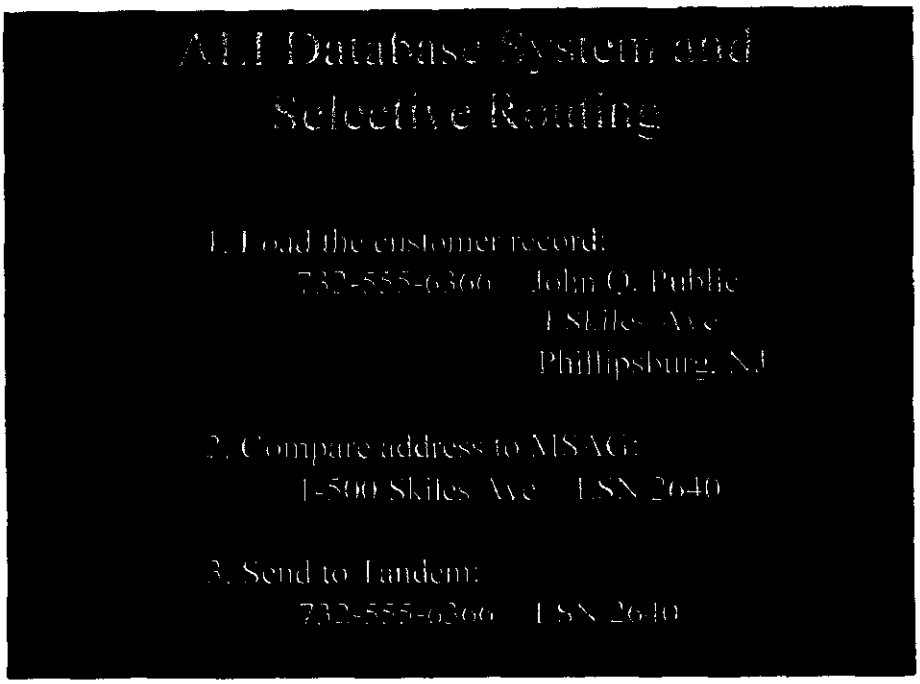
There are three sources of input to the 9-1-1 database system. The first is the service order system used by the incumbent telephone company. As customer orders for service are processed, the pertinent information is extracted from the service orders by a Service Order Processor (SOP) or Management System (MS). Exact names vary by vendor.

The second source of input is ALECs operating in the area. Their customer records are transmitted to the SOP, often through a secure access system (or "firewall") , in NENA standard format (Current standards are NENA-2 or NENA-3).

The third source is Private Switch ALI (PS/ALI) systems. These systems identify telephone stations behind PBX's and will be covered in more detail later. PS/ALI systems also transmit their records in NENA standard format.

The SOP processes the inputs and uploads the customer records to the ALI DMSs (database management systems). Usually, two "mirror image" ALI DMSs are deployed with redundant and diverse communications links. (Diversity + Redundancy = Reliability)

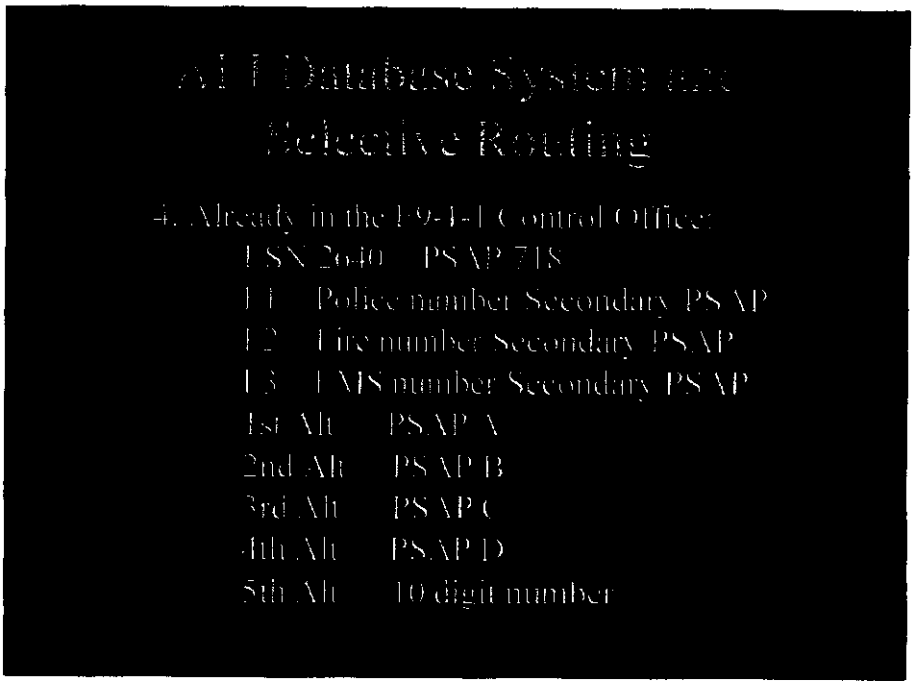
The ALI nodes transmit the telephone number-to-Emergency Services Number (TN-ESN) assignments to the 9-1-1 tandems. The ALI nodes also process ALI queries from the tandems (for Integrated PSAPs) and the Conventional PSAPs.



As discussed earlier, the first job in building an accurate selective routing system is the creation of the MSAG. Once the MSAG is complete and verified, database loading can begin.

When the customer record is loaded into the ALI database, (and this process is the same for ILEC, CLEC and wireless) the customer address is compared to MSAG. If the address does not match the MSAG, the load process stops and the record is returned to the originator. Either the customer address is wrong and must be corrected, or the MSAG is wrong and must be updated.

If the address does match the MSAG, the ESN for that address is assigned to the record and a message is sent to the selective routing database with the telephone number-to-ESN (TN-ESN) assignment. The selective routing database is usually resident in the tandem, but may be in an outboard processor or even in the ALI database.

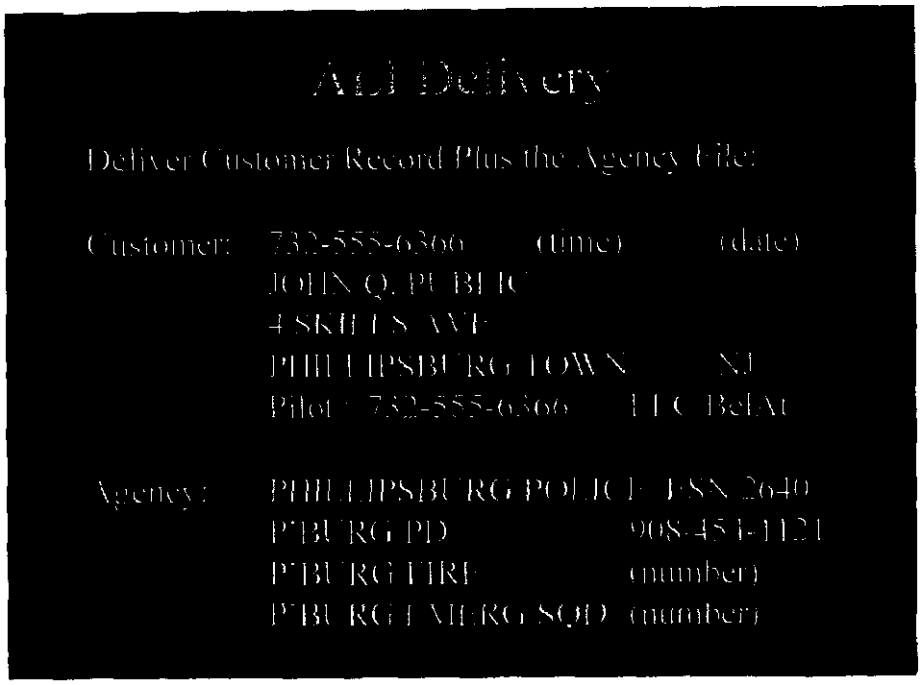


As part of the MSAG development process, the selective routing database has been loaded with (TN/ESN) assignments based upon the MSAG. These assignments include the Primary PSAP, the Selective Transfer Key assignments and Alternate Routing assignments.

Selective Transfer is the formal name of the feature that enables the use of the "Police", "Fire" and "EMS" transfer keys. As 9-1-1 calls are answered, they may be transferred to the dispatchers for the Police, Fire or Emergency Medical Services agencies listed on the ALI display, even though the agencies may change from one call to the next. Selective Transfer is like a speed dial button that is automatically reprogrammed with each incoming call. The feature gets its information from the ESN assignment in the selective routing database.

Depending on the network, and the extent of cooperation between PSAPs, the Primary PSAP may have one or more alternate answering points. These alternates may be other PSAPs or 10 digit numbers. Alternate routing normally takes place automatically when the PSAP is busy, set inactive (Night Service) or out of service.

Each PSAP should have at least one alternate PSAP. Additionally, depending on the 9-1-1 tandem, alternate routing assignments can be associated with either PSAPs or ESNs. A PSAP may have all of its calls routed to the same alternate PSAP, or may route calls to several alternates based on originating ESN.

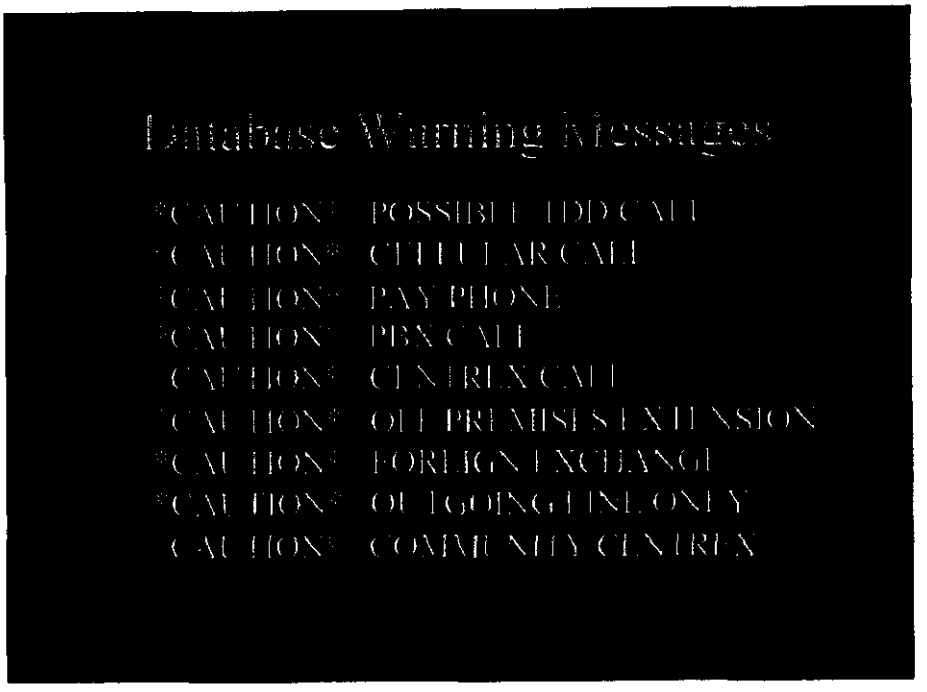


We've discussed how the ESN is used to facilitate Selective Routing, Selective Transfer and Alternate Routing within the selective routing tandem. It is also used again by the ALI database system during ALI delivery.

The agency information for each ESN (called the Agency File or English Translation), which includes the names (and, in some systems, phone numbers) of the PSAP, Police, Fire and Emergency Medical agencies, is the same for every subscriber located in that ESZ. It would not be efficient to include this data in each customer record - it would require more memory than really needed.

When a 9-1-1 call is made, the caller's ANI is used to query the ALI database. The telephone number accesses the customer information, which includes the ESN. The ESN is then used to access the Agency File. When the ALI is transmitted to the PSAP, it arrives as a single transmission, but is actually data from two separate files, sent to the PSAP in a prescribed format. These ALI PSAP displays come in as many different formats as there are PSAPs. The display pictured above is but one version of a format.

The other benefit to storing the agency data in its own file, is that agency data can be changed with the modification of a single file. If a Rescue Squad closes and another takes its place, or if a town using the State Police creates its own Police force, we only have to change the Agency File once, as opposed to changing thousands of subscriber records.



Where used, Database Warning Messages are triggered by the subscriber's Class of Service and can be displayed on the first line of the ALI display. Normally, they are displayed in inverse video to get the call taker's attention. The ASCII "bell" control character (BEL) may also be sent as part of the warning message. This causes the ALI display device to emit a bell sound or tone, if equipped to do so.

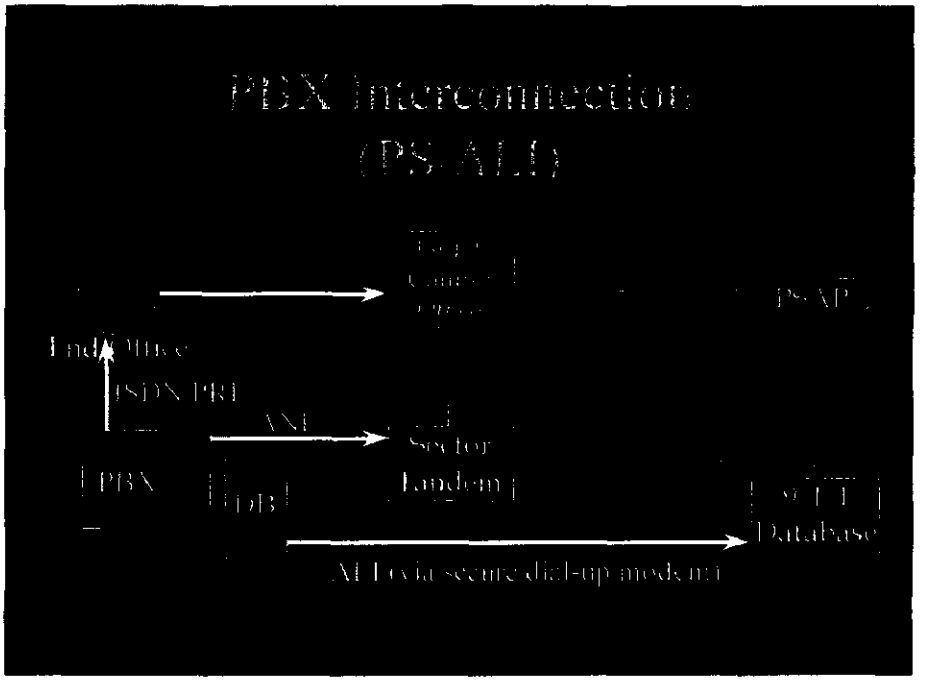
Database Warning Messages indicate to the call taker that special handling procedures may be required for this call:

"POSSIBLE TDD (TTY) CALL" indicates that the caller subscribes to the discount telephone companies offer to hearing and speech impaired people who need a TTY to communicate. It does NOT mean the caller is definitely using a TTY. (Remember: All silent calls should be treated as possible TTY calls, regardless of Warning Message.)

"OFF PREMISES EXTENSION, PBX CALL, CENTREX CALL, and COMMUNITY CENTREX" messages remind the call taker to use extra care in confirming the location of the caller, since they may not be at the address shown on the ALI display.

"OUTGOING LINE ONLY" tells the call taker that the line used to make the 9-1-1 call cannot be called back. Check the Pilot Number and confirm with the caller. This incoming call restriction also applies to many pay phones.

"FOREIGN EXCHANGE" is dial tone from a distant central office.

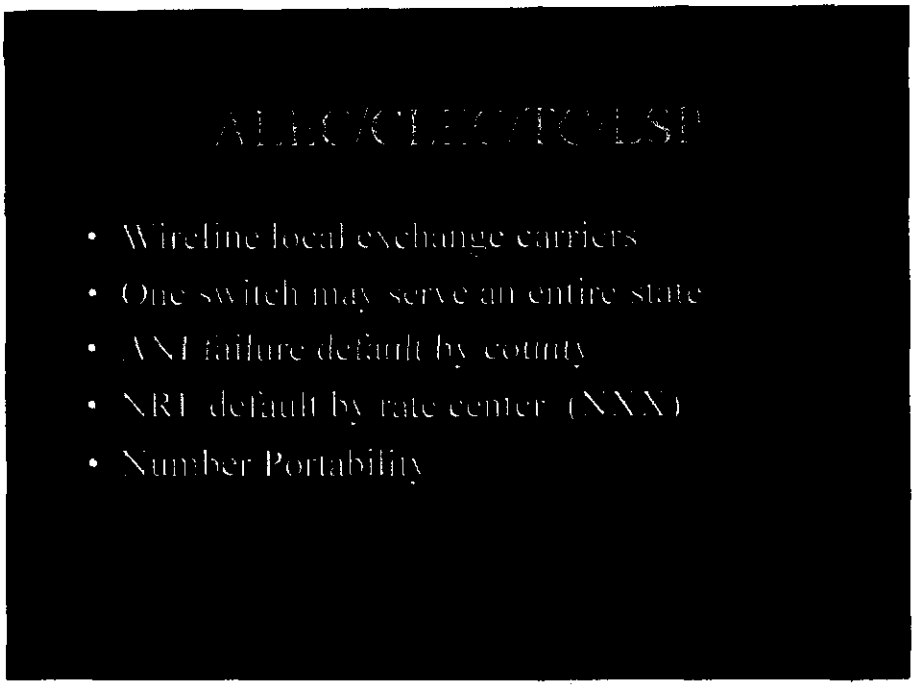


PBXs (Private Branch Exchange) create a special challenge for 9-1-1. Telephone stations behind a PBX don't normally have unique telephone numbers, and even if they did, the telephone company operating the 9-1-1 ALI database may have no idea what they are, and the PBX owner may not be obligated to tell them. 9-1-1 calls from PBXs will route to the PSAP that serves the address where the PBX is and only identify the PBX trunk used to make the call. The individual station is unknown. PS/ALI changes the way 9-1-1 calls are handled from a PBX.

First, directory numbers (typically Direct Inward Dialing [DID] numbers) are assigned to the PBX stations. The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations. These records are usually uploaded to the 9-1-1 SOP/MS via secure, dial-up modems. Essentially, PBXs use the same interface as ALECs.

Second, one of two network connection types is established. For newer PBXs, a Primary Rate ISDN connection can be used. The beauty of this service is that it can handle normal incoming and outgoing calls, but will generate individual ANIs for 9-1-1 calls. These calls enter the 9-1-1 network over the regular end office trunks.

For older PBXs, an adjunct unit is installed that uses dedicated 9-1-1 trunks that connect the PBX directly to the 9-1-1 tandem, or to a telephone company end office or sector tandem. Calls arrive at the PSAP with the customer-created ALI. Adjunct units are made by Telident, Proctor, Xtend and others.



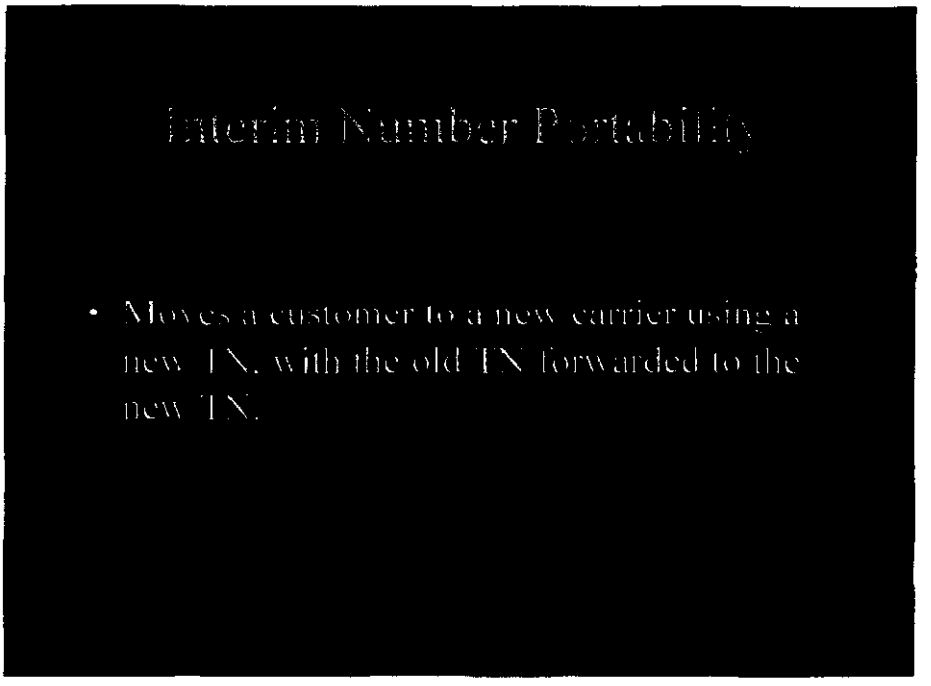
In most states, ALECs are required to connect to 9-1-1 tandems in a similar, if not identical, fashion to the incumbent LEC.

Where mated or backup 9-1-1 tandems are deployed, ALECs typically build a pair of diversely routed trunk groups per county. One trunk group is built to the primary 9-1-1 tandem that serves the particular county, and the other is built to the mated or backup 9-1-1 tandem. Either trunk group should be large enough to provide a P.01 grade of service by itself. It is also desirable to have diversified paths within each trunk group, where practical.

If the call cannot reach the primary 9-1-1 tandem due to a facility or tandem problem, the call can be automatically re-routed (route advanced) to the backup or mated tandem.

In the event of an ANI failure, calls are routed to a designated default PSAP for that county.

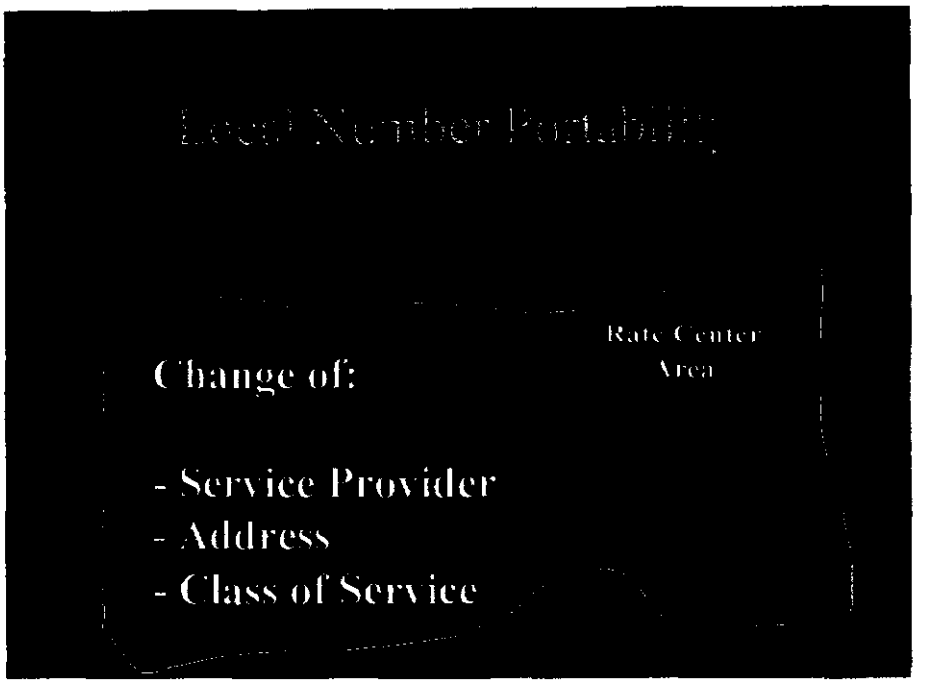
If the ANI is delivered but not recognized (no ALI record), the call may default based on the NXX code, which identifies the rate center. Right now, all LECs have dedicated NXX codes per rate center. This "default by NXX" will work until local (and later, geographic) number portability begins to significantly degrade accuracy by rate center. At that point, default routing must be based on trunk group only.



Local Number Portability Using Interim Number Portability

INP requires 2 switch numbers; the original customer's number and a new one at the new carrier. Calls to the original customer number are remote call forwarded to the new carrier number, where the customer has been provided new service by the new carrier. This technique has no direct effect on outbound 9-1-1 calls. However, it is desirable to display both the new ANI number and the old alternate number at the ALI screen, in order to lessen potential confusion about the caller's actual callback number.

INP transitions to full LNP, where the caller has only the original number, which is literally moved or 'ported' to the new carrier's end office switch.

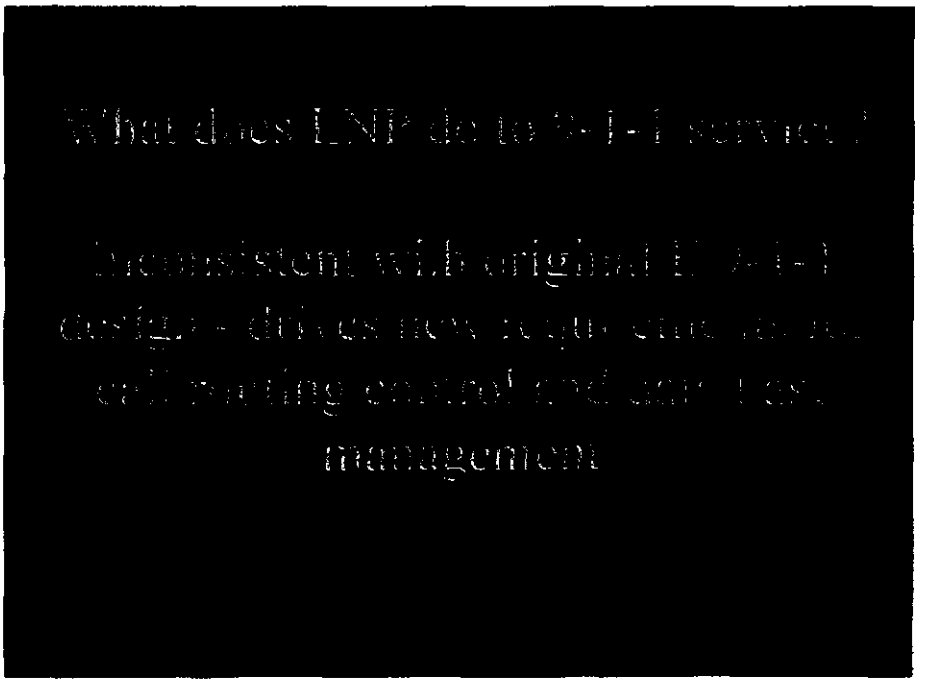


Local Number Portability is the ability to allow an end user to change their Service Provider without having to change their telephone number. This eases complications for the customer by allowing choice of local exchange carrier without requiring a number change.

Local Number Portability has three variations:

- Service Provider (change of local service provider)
- Location (move to a different address)
- Class of Service (change type of service, such as from wireline to wireless)

The geographic location of the number is limited to the Rate Center. A database dip from the switching system to a special LRN (Local Routing Number) database will occur to determine where to terminate a call (to what switch). 9-1-1 originated calls are not affected, since the originating central office sends these calls to its dedicated 9-1-1 trunk group.



Impacts of LNP on 9-1-1

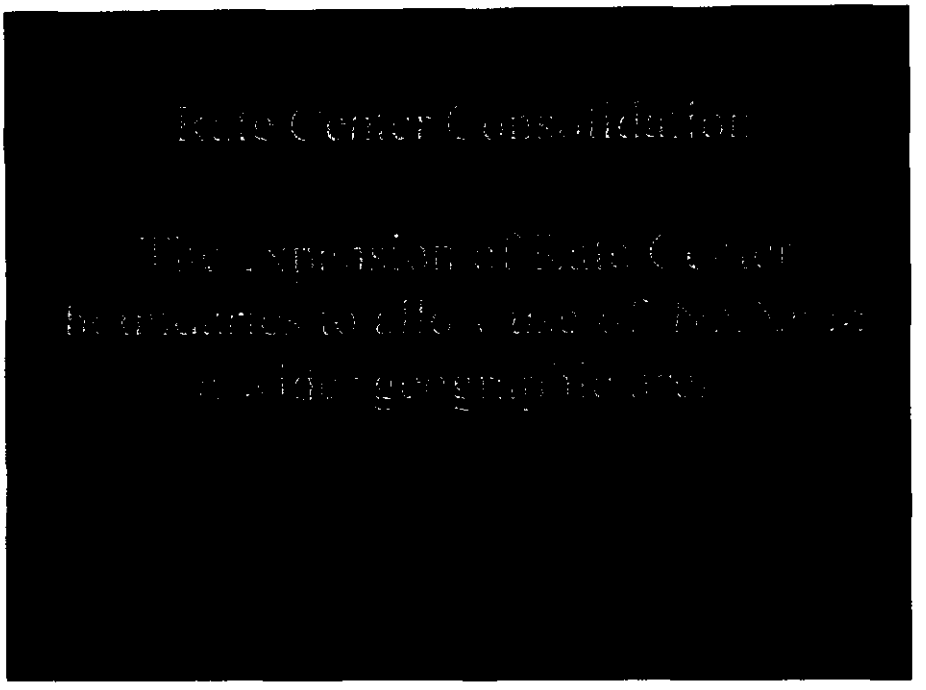
- Caller's TN (or ANI) information remains unchanged

- Different Company ID & record responsibility in ALI Database

- PSAP needs access to or an updated list of Company IDs, 24X7 telephone numbers, and contact persons at carriers

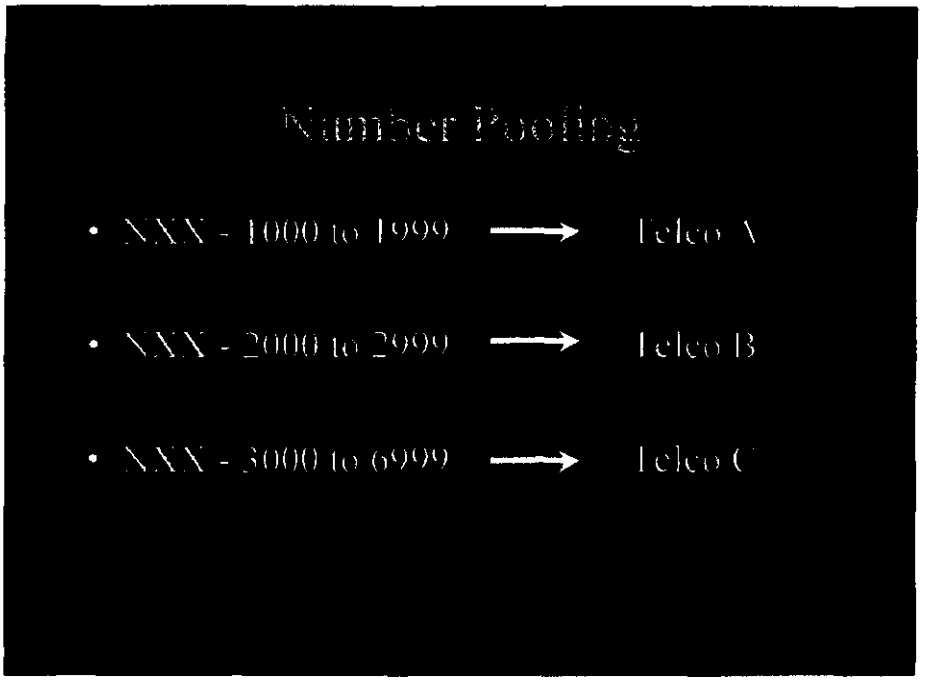
- PSAP will see addition of Company ID code on ALI screen display

- PSAP needs acccess to the NPAC IVR system, which indicates what company owns each ported TN



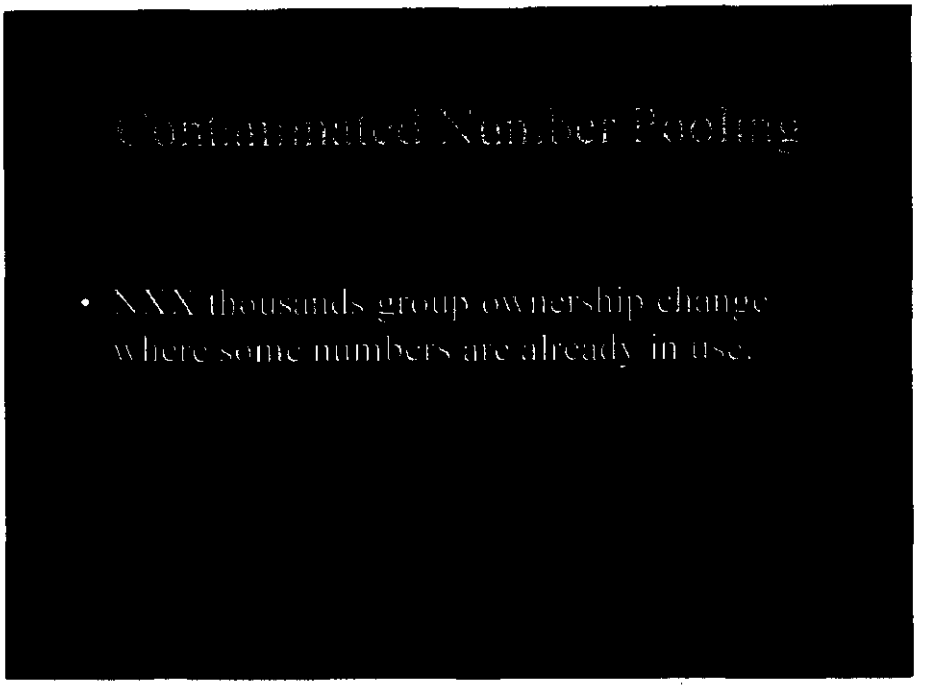
With Rate Center Consolidation, multiple traditional Rate Centers are formed into a new single Rate Center, or consodlidated. This allows a given NXX's 10,000 TNs to be utilized across a wider geographic area, and delays the need for new NXXs to be assigned.

If this is done within the service boundaries of an E 9-1-1 Selective Router switch, the main impact on E 9-1-1 service is a significant complication in the management of call routing in the end office (class marking) and in default call control at the Selective Routing switch (ANI failure and No Record Found conditions). Class marking in the end office is typically a manual process, and error prone in comparison to mechanized Selective Routing control. And, when an NXX is no longer limited to a small geographic area, default call control at the NXX level for No Record Found Selective Routing situations is negatively impacted. This forces attempts to identify a PSAP to become the call taker for default calls across a much wider geographic area than before, with associated liability and call handling time concerns.

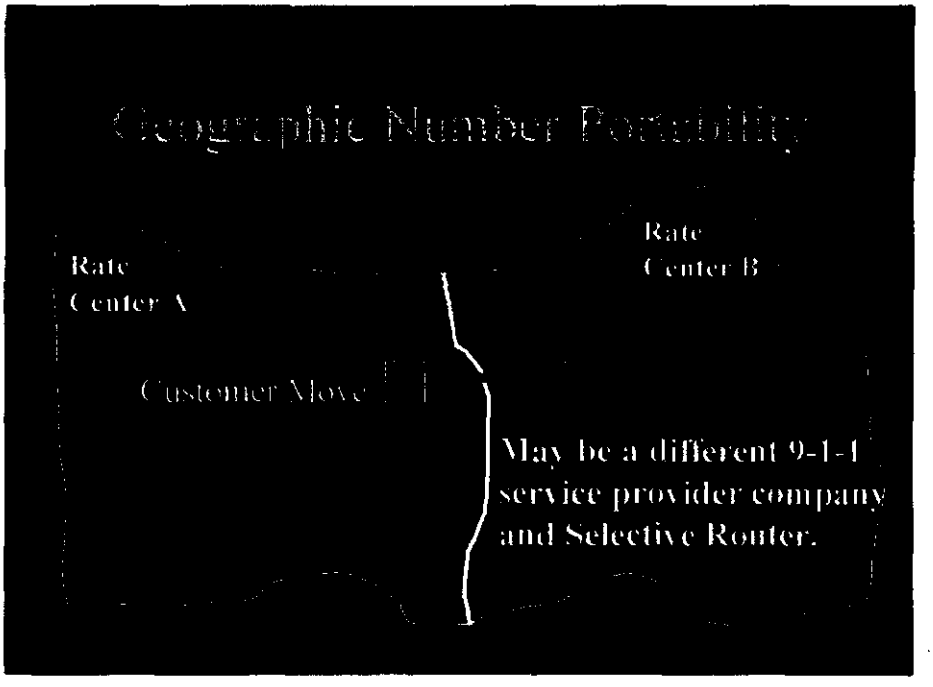


Number Pooling

This is a number conservation technique to make better use of available NNX number sets among carriers, so that requirements for new NPAs can be delayed. Basically, rather than a whole NXX of 10,000 numbers being assigned to a single carrier, each 1000s group is available for assignment to different carriers. This makes more efficient use of the number sets if service needs for a given carrier do not require all of the thousands groups from a full NXX.



'Contaminated' number pooling is a term used to describe a case where a 1000s number set is already in minimal use by a carrier, but a decision is made to reassign that 1000s group to another carrier. The general rule of thumb is that a 1000s group where the carrier is using less than 10% of the numbers can be available for reassignment. When this is done, the original carrier must use number portability techniques to 'bring their in-use numbers back' to their records. No impact on 9-1-1 data base is involved, since the customer has not changed and the Company ID has not changed.

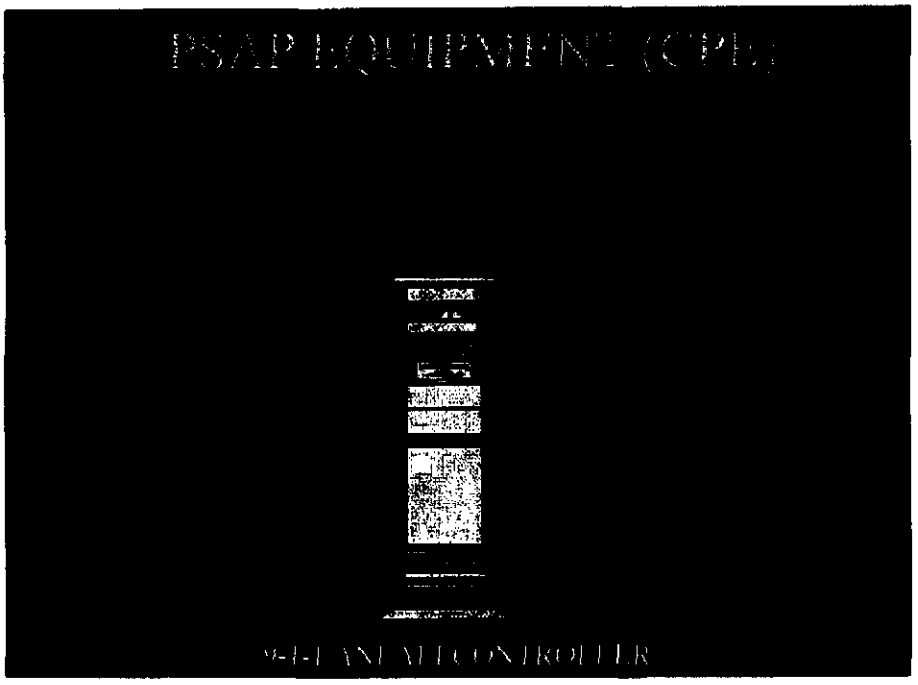


Geographic Number Portability

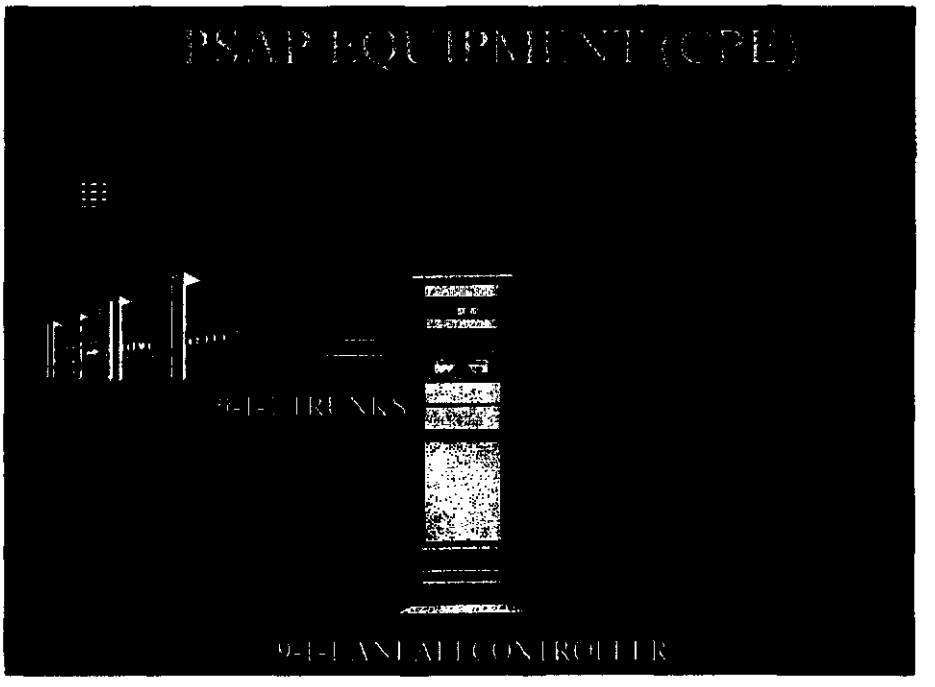
Geographic Number Portability is currently defined as number portability across more than one Rate Center, or the application of an NPA-NNX telephone number set among more than the Rate Center area originally assigned under the national numbering plan.

The implications for 9-1-1 include the need for additional end office to Selective Router trunk groups so that the originating end office can send calls to different 9-1-1 Selective Routing switches, based on the address of the caller. Under the current design of E 9-1-1 switching control, added trunking is forced. When 10 digit ANI for 9-1-1, and Intelligent Network components are available for use in 9-1-1 service, some of these additional requirements will be eased.

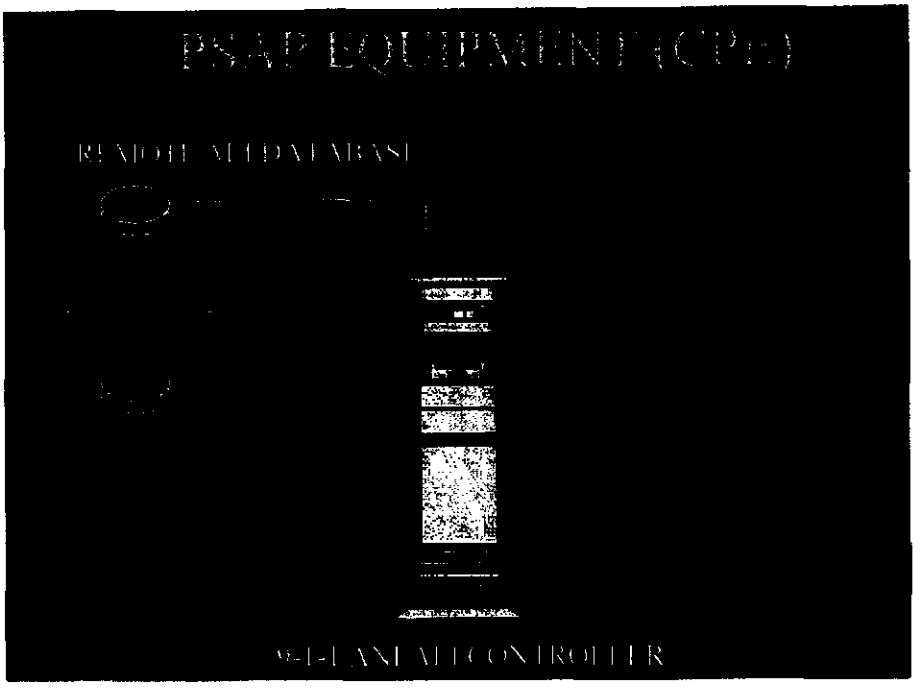
Since the customer could move to a different SR operated by a different 9-1-1 service provider, significant data base coordination will be involved for geographic number portability.



Equipment that is located at the customers location (on-premises) is usually called Customer Premises Equipment (CPE). The term "CPE" normally covers all equipment related to the receipt of a 9-1-1 call. Some of the common equipment considered to be CPE are ANI / ALI displays, printers, TDD/TTY equipment and telephone answering equipment.



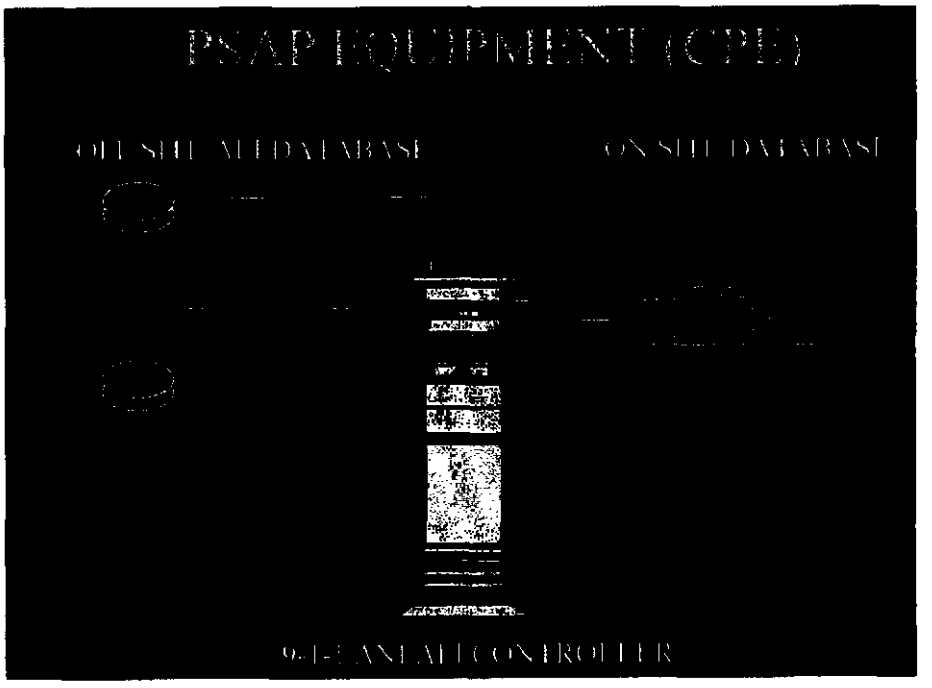
When a caller dials 9-1-1, the call is routed through a serving end-office, 9-1-1 tandem office, then to the PSAP. Trunks attached to the 9-1-1 ANI/ALI Controller are often called Emergency Management (EM) trunks. ANI and voice are delivered to the PSAP over these trunks.



There are multiple interfaces on the ANI/ALI Controller. The following slides will go through the different interfaces and equipment attached to the 9-1-1 controller.

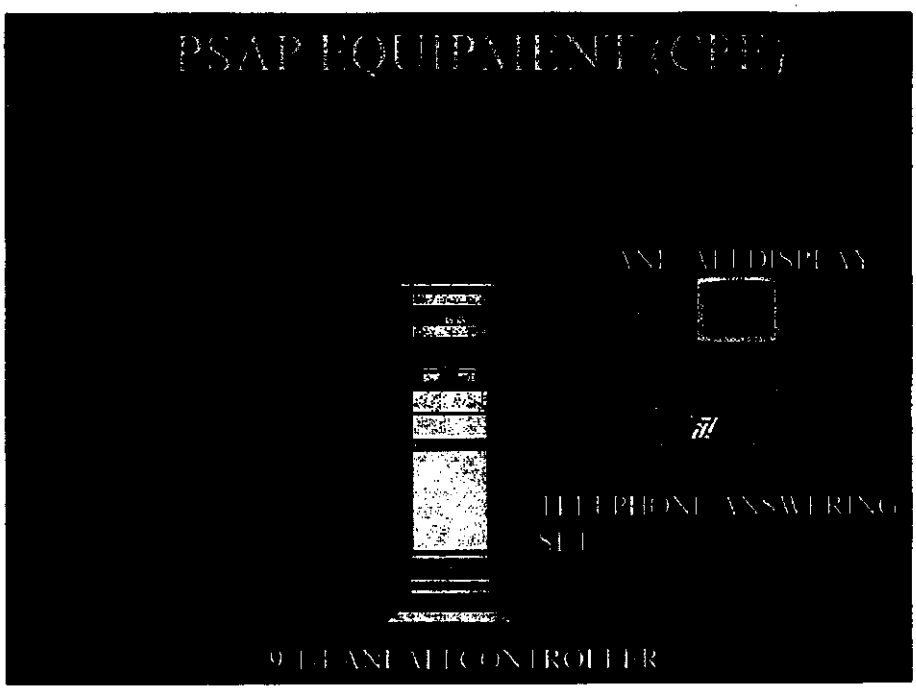
When ANI is received, the controller sends the number (ANI) to a database for an ALI look up. Typically, there are two data links going to redundant and diverse databases.

This drawing shows two diverse databases that are located off premises.

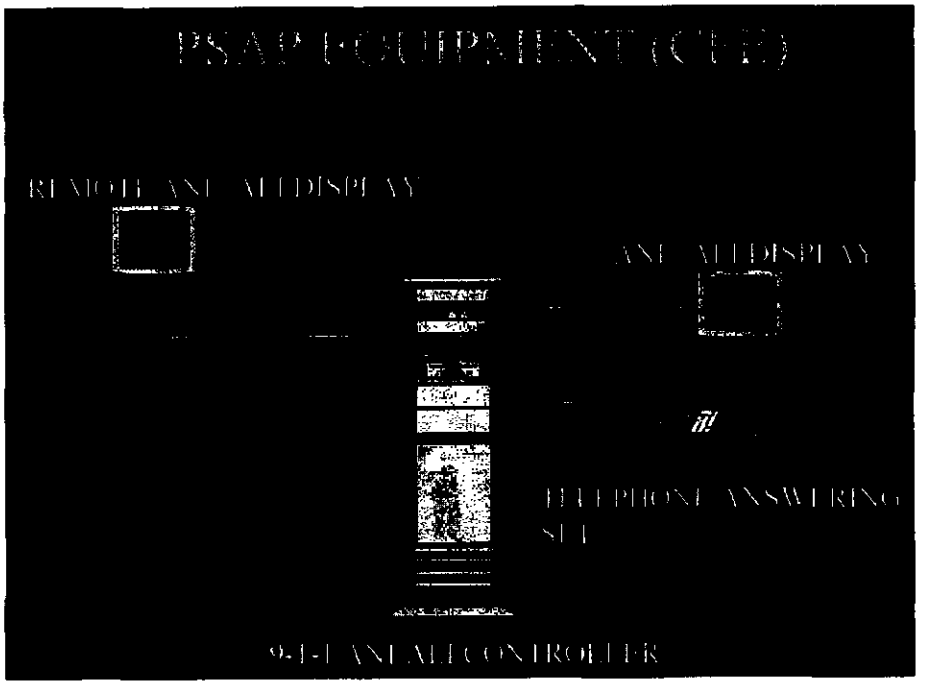


Some PSAP have an on-site database. Updates are sent via a dial-up or private line data circuit.

There are sites that may have connections to more than one data base. This arrangement may be required where there is more than one service provider.

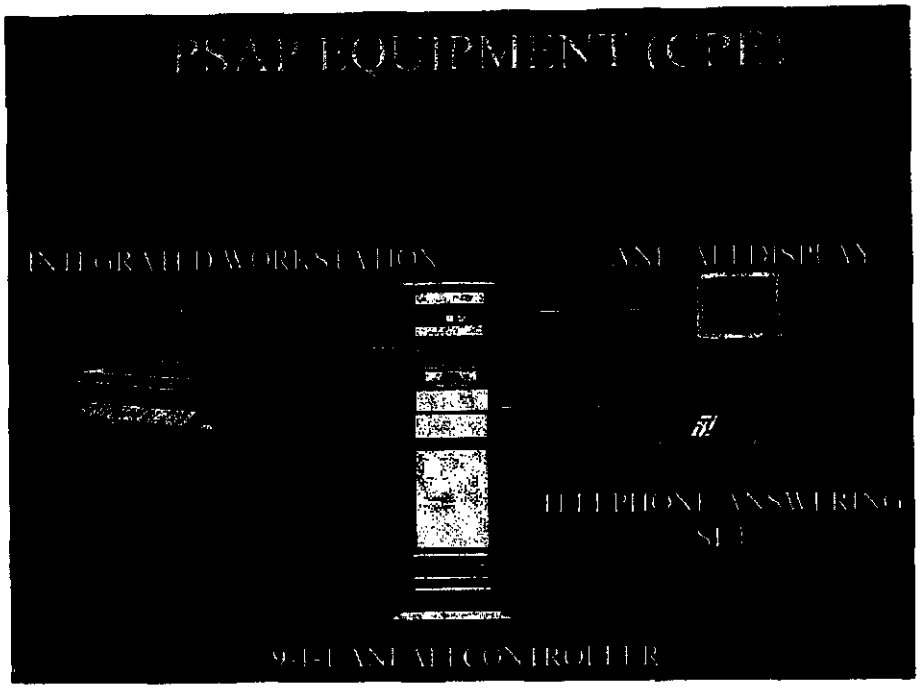


Each answering position has a Telephone Answering Set and an ANI / ALI Display connected to the controller.

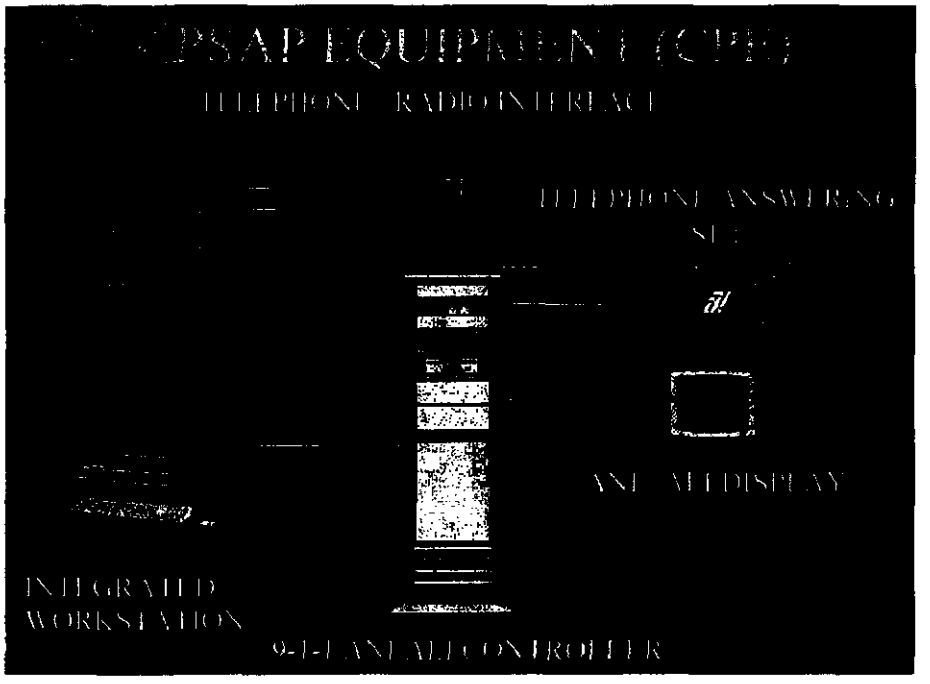


There may also be a remote ANI/ALI display. Call data can be sent to a remote location via a dial-up or private line data circuit. Typically, remote ANI/ALI displays are located at Fire Stations, EMS or other non 9-1-1 dispatch centers.

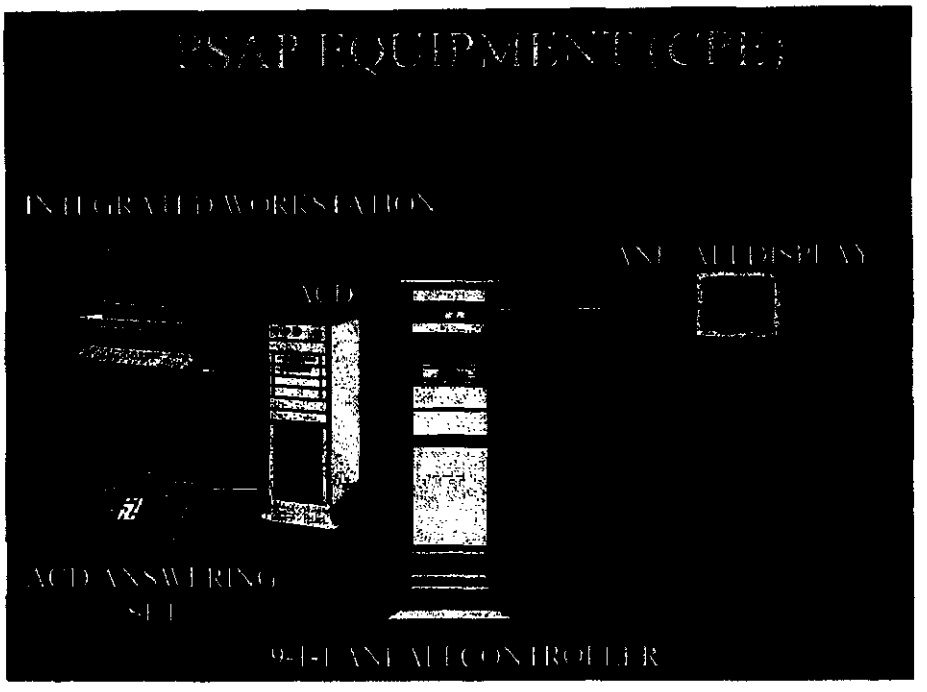
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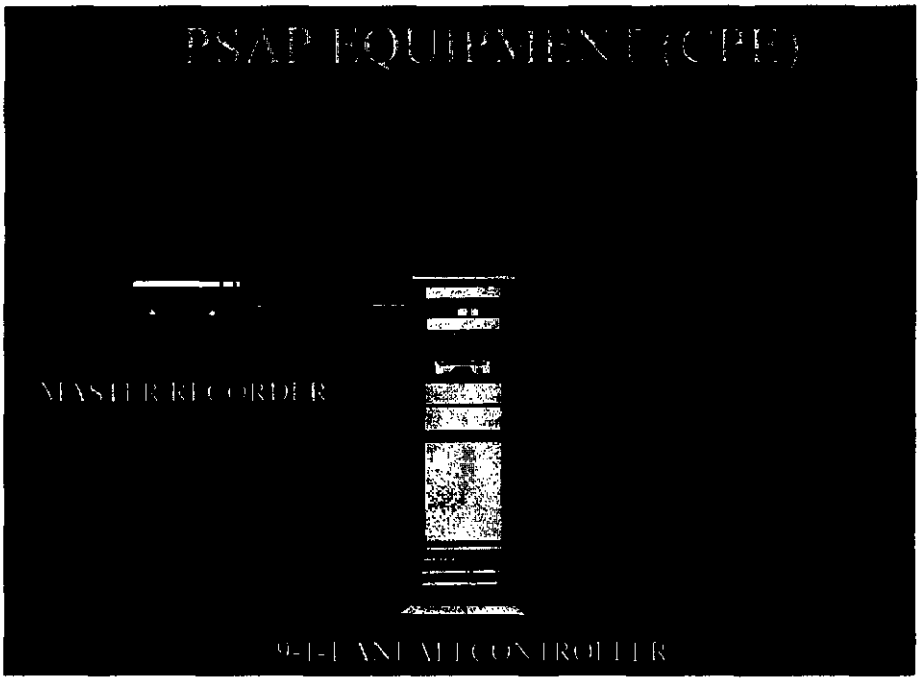
ANI/ALI Displays, Telephone Answering Sets and other call taker interfaces may be part of an Integrated Workstation. Integrated Workstations may also be called an Intelligent Workstation (IWS).



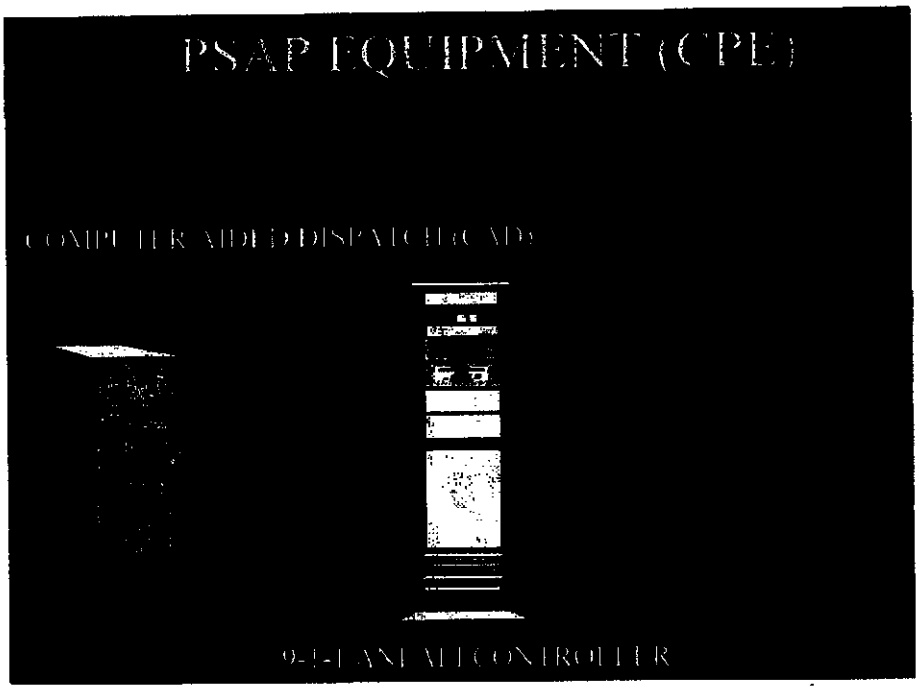
A Telephone/Radio Interfaces allows a call taker or dispatcher to wear one headset and communicate via both radio and telephone. Typically, radio traffic is present on the headset until a call is answered or placed via the telephone set. When the call taker or dispatcher is on the phone radio traffic is usually diverted to an external speaker on the radio. If the transmit is pressed on the radio while a call is in progress, the telephone transmitter is muted.



An Automatic Call Distributor (ACD) allows calls to be routed automatically to an available call taker. The ACD may be integrated with a workstation or may be located off premises in a central office, with a workstation at the PSAP. ACDs are normally only found in larger, high call volume PSAPs, although some smaller PSAPs do use ACDs.

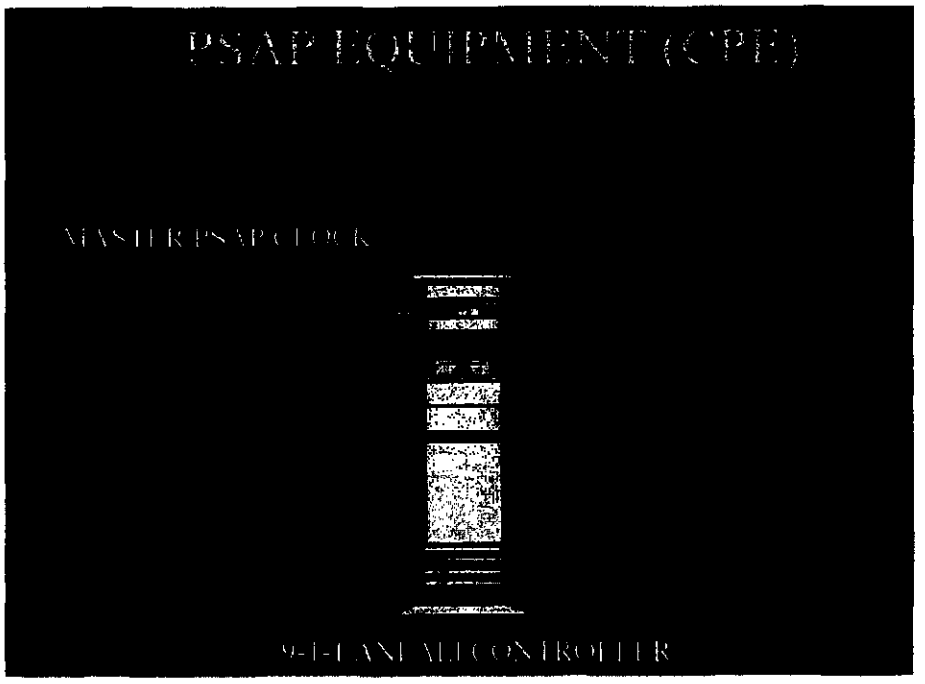


Master Recorders are used to record all calls and radio traffic in the PSAP. Master recorders have multiple channels that can be set up to record each line on a telephone, each position's telephone, each radio channel or a combination of the different interfaces. In addition to the master recorder, instant recall recorders may be placed at each position to allow the call taker to instantly listen to previous few minutes of telephone calls or radio traffic.



The 9-1-1 controller sends the call takers position ID and ALI information to the CAD system via an asynchronous ASCII interface.

The Computer Aided Dispatch (CAD) system is used to log call information, track fire, police, EMS or other units that are dispatched or available. Some CAD systems can automatically assign units depending on the location of the call and automatically send the call to a CAD terminal in the unit being dispatched. The CAD terminal may be a separate terminal or integrated into an Intelligent Work Station.



To insure consistency of time stamps added to event records, reports and voice recordings, a common time stamp source is required to synchronize equipment such as CAD, ANI/ALI controllers, voice recorders, radio consoles, etc..

The Master PSAP Clock is traceable to Coordinated Universal Time (UTC).

The Master PSAP clock provides outputs for RS-232 serial and Inter Range Instrument Group (IRIG) interfaces.

Additional master clock information is available in the "NENA PSAP Master Clock Standard" (NENA-04-002) document.

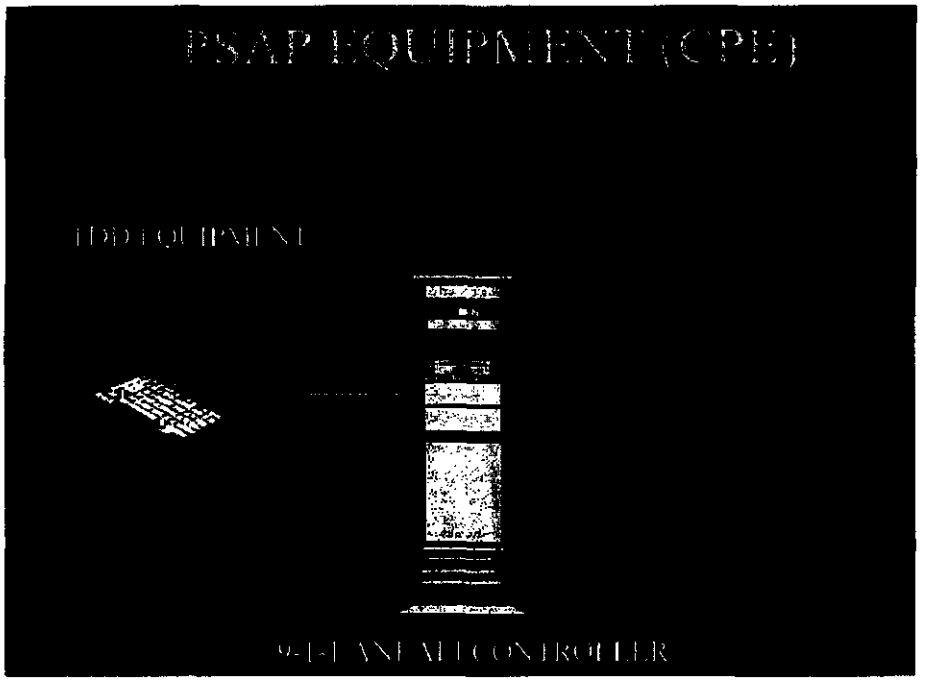
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Call Detail Report Printer (CDR) - The CDR printer provides a hard copy of call time stamps, ANI received, ALI received, trunk number call was presented to, position number that answered call and call disconnect time.

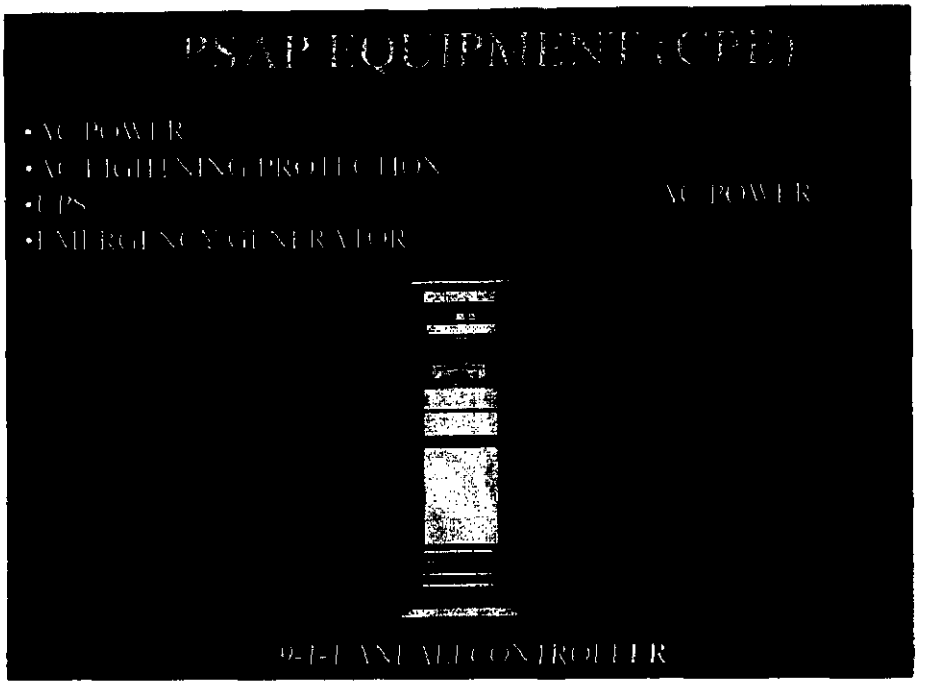
Note: The output may vary between the different PSAP manufacturers.

Maintenance Printer - The maintenance printer provides a hard copy of system alarms, call progress messages, system status messages and may also provide call count reports.



TDD/TTY equipment is used to communicate with the hearing and speech impaired. The TDD/TTY equipment may be:

- integrated into the 9-1-1 controller,
- attached to an interface on the telephone answering set,
- integrated in an Intelligent Work Station,
- directly connected to the emergency lines,
- acoustically coupled to a handset,
- a stand-a-lone unit with dial tone attached.



When a new PSAP site is being planned or a site review is performed, the AC power and protection is a critical area. In addition to the "normal" AC power, UPS (uninterruptable power source) and an emergency generator should be considered.

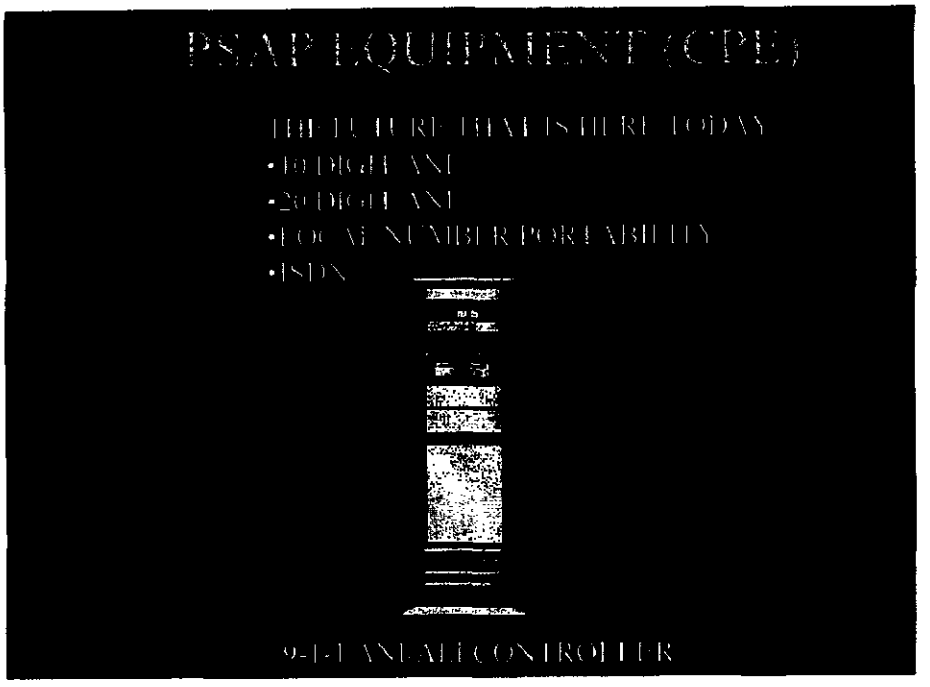
There are at least two different configurations for the emergency generator:

•Automatic start - When AC power is lost the generator automatically starts and provides the AC power.

•Manual Start - When AC power is lost someone has to manually start the generator and switch the AC panel to the generator.

•In both cases, power is disrupted until the generator is on line. If an in-line UPS is installed, the UPS provides uninterrupted power in the event AC power is lost. Normally, batteries in the UPS will provide power until the generator can be brought on line. Larger UPSs or additional run time can be added to an existing UPS if desired.

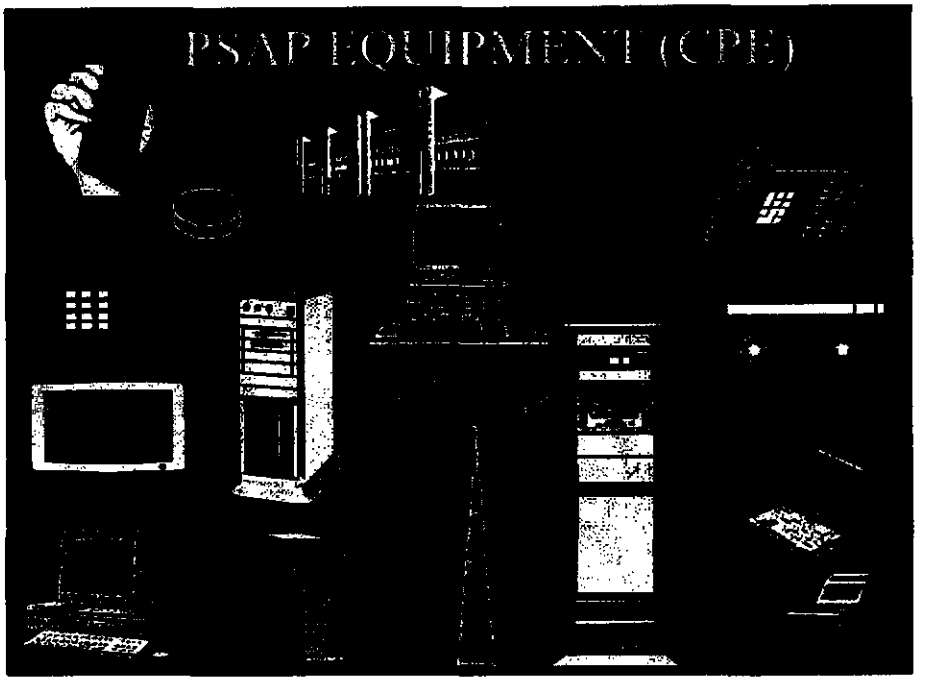
Different levels of AC surge protection are available. Primary protection can be installed at the main AC service panel, AC sub panel, or at the wall outlet. AC surge protection helps to prevent an AC over voltage surge or ground fault from damaging equipment in the PSAP.



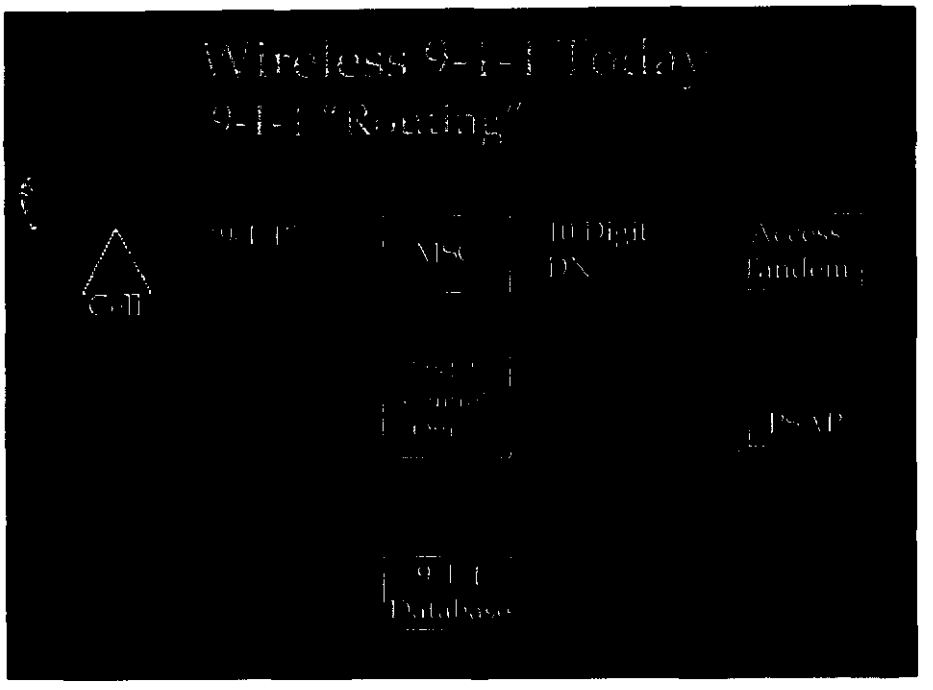
The future is here today. PSAP directors have to deal with 10 and 20 digit ANI, LNP and ISDN.

Some existing 9-1-1 controllers is not capable of accepting 10 and 20 digit ANI. Equipment upgrade or replacement will be required.

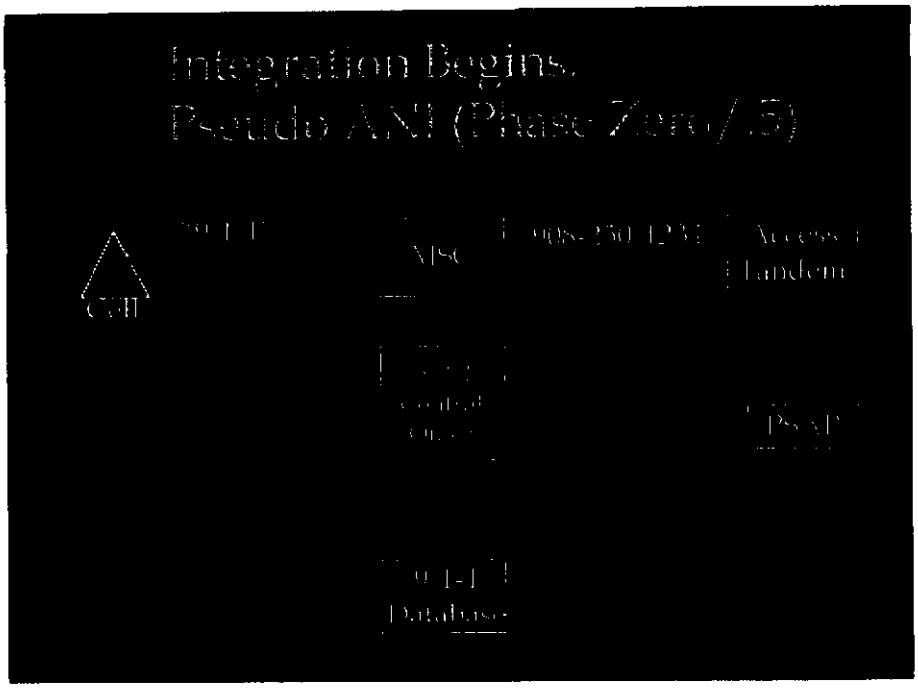
Additional database links may be required to receive ALI for ported callers. Additional 9-1-1 trunks may be required from an alternate provider's 9-1-1 tandem office.



There are multiple interfaces and equipment requirements that require standards to ensure all the piece parts will work together. The NENA Generic Standards for E9-1-1 PSAP Equipment (NENA-04-001) addresses these interfaces and provides manufacturers with an industry standard.



In most of North America, 9-1-1 calls from wireless phones are treated as if 9-1-1 was a speed dial code - 9-1-1 is translated by the Mobile Switching Center (MSC, the wireless equivalent of a central office) to a preset 7 or 10-digit number. Calls bypass the 9-1-1 network and arrive at the PSAP via the public switched telephone network. Some wireless carriers are now offering Caller ID, but typically, there is no information delivered with the call.



The use of pseudo numbers was discussed earlier as a method for telephone operators to access a specific PSAP based on the municipality of the caller.

Another way pseudo numbers, or pseudo ANIs (pANI) are used is to identify the cell tower and sector from which a wireless 9-1-1 call originated. In fact, this was the first use of pANIs.

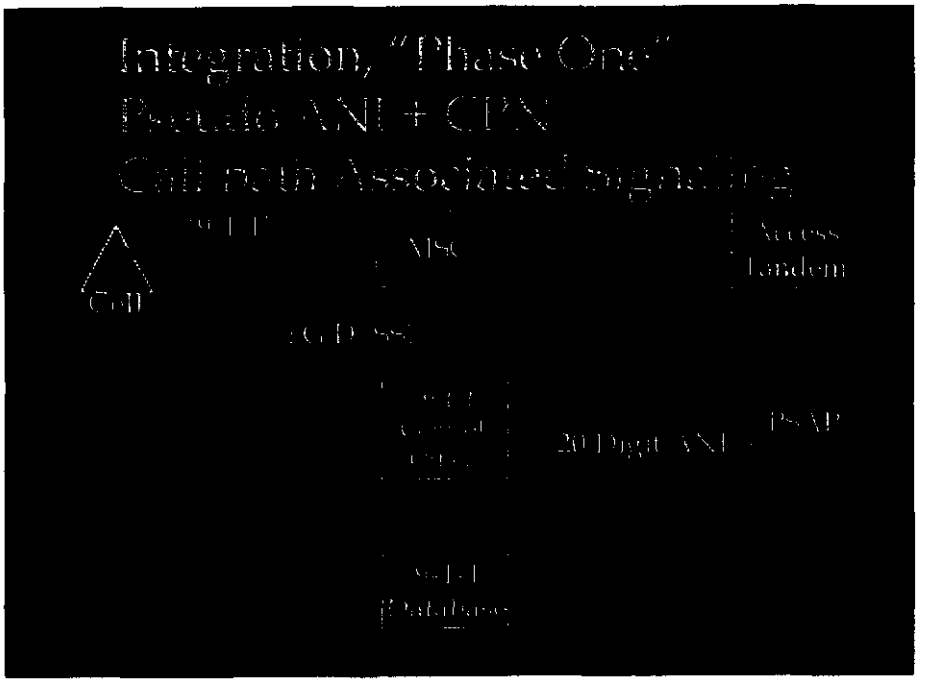
In most circles, the term pANI has been replaced with ESRD (Emergency Services Routing Digits) or ESRK (Emergency Services Routing Key), depending upon the implementation.

The typical wireless (cellular or PCS) antenna is triangular. Each face of the triangle is called a sector. The wireless MSC is aware of which sector the call originated from and is capable of translating 9-1-1 to a unique number based on that information.

By associating a unique pANI with each sector, the 9-1-1 tandem can be programmed to send calls from a specific cell sector to a specific PSAP. Since the pANI is unique, a "pseudo-ALI" record can be built in the ALI database that identifies the carrier, location of the cell and a general description of its serving area. This may include latitude/longitude of the tower; serving radius; compass bearing of sector; perhaps even a free form text description.

The location data still leaves much to be desired, but at least the PSAP knows the call is from a wireless phone and has a "hint" of what area the call came from.

This "hint" is sometimes referred to as the caller's "general location". This is a gross overstatement. To most people, "general location" means "at the mall", or "at the park". The area may actually be as large as 26 square miles.



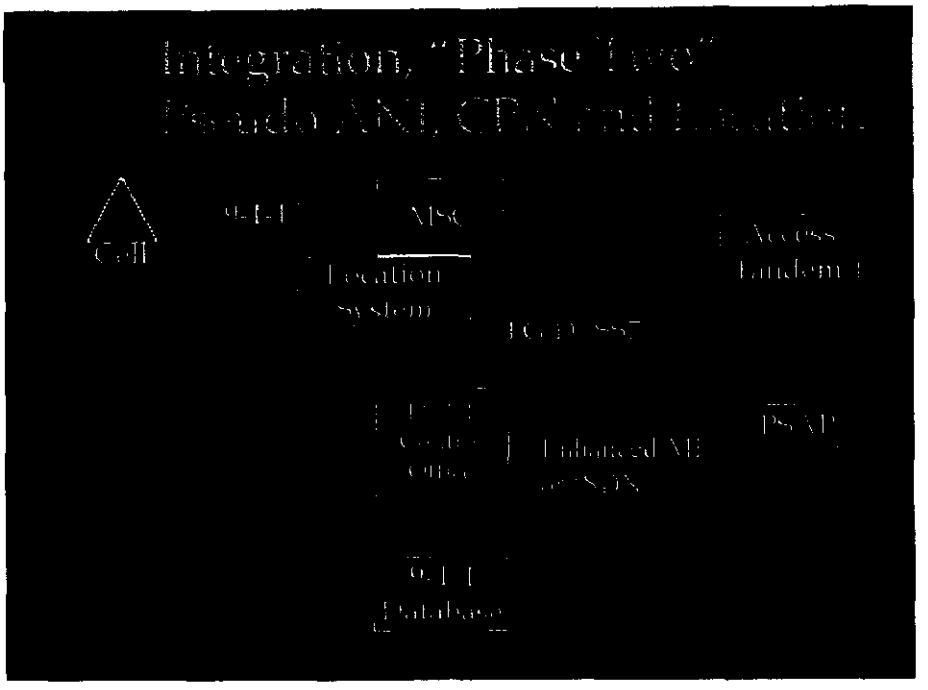
FCC Report and Order 96-264 requires that wireless 9-1-1 service be provided in two stages. Phase I, which carried a target date of April 1, 1998, calls for the delivery of cell/sector information, as discussed on the previous slide, plus a callback number for the mobile phone.

To accomplish this, the pANI plus the callback number must be delivered to the PSAP. However, the voice trunks typically used for 9-1-1 until now are only capable of delivering one, 8-digit number (NPD plus 7 digit ANI).

There are two choices for trunks that can carry two, ten-digit numbers from the MSC to the 9-1-1 tandem. Signaling System 7 (SS7) is the digital version and Feature Group D signaling (also referred to as Enhanced MF) is the analog version. Selection of one method over the other is based upon the capabilities of the two switches.

The signaling method between the 9-1-1 tandem and the PSAP also has to be upgraded to carry a minimum of 20 digits. The digital method, used today in a very small number of pilot PSAPs is ISDN. The analog version, developed by the NENA Network Technical Committee, is called Enhanced MF Signaling. This method is now being supported by all the major switch and CPE manufacturers.

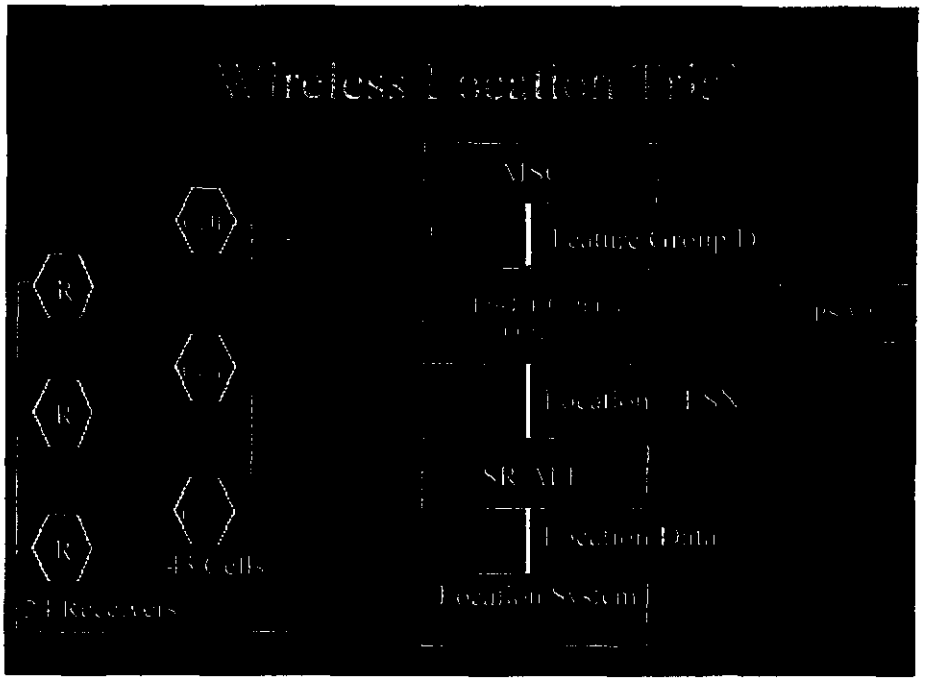
Once the two numbers are delivered to the PSAP, the pANI is used to query the ALI database for the cell/sector data, and the callback number is displayed to the call taker on the ANI display.



In Phase II, the caller's X and Y coordinates, with accuracy requirements set by the FCC, are delivered with the call. That data may come from location determination technology (LDT) associated with the wireless network, or directly from the handset. In either event, the location data must be delivered to the 9-1-1 tandem to be used for Selective Routing of the call. That delivery may be direct or via the ALI database.

For network based location systems, the accuracy requirement is within 100 meters 67% of the time and within 300 meters 95% of the time. For handset based location systems, the accuracy requirement is within 50 meters 67% of the time and 100 meters 95% of the time.

One of the advantages of SS7 is that it is capable of delivering pANI, callback number and coordinates with the voice call. Other methods require separate delivery paths for location data. Delivery to the PSAP may be via ISDN or through the ALI database

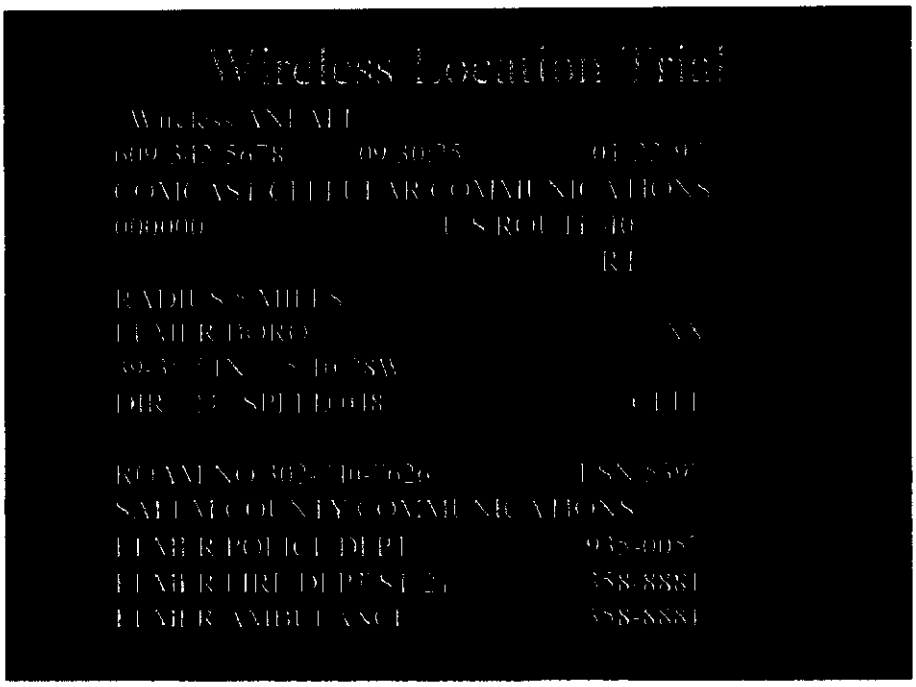


This slide shows the architecture of a wireless location trial that kicked-off in January of 1997.

Location receivers identified the location of the wireless 9-1-1 caller. That information was passed to a selective routing/ALI system which translated X,Y coordinates to ESN.

The SR/ALI system sent the ESN and pALI record to the 9-1-1 tandem. The tandem routed the call, which arrived at the tandem on Feature Group D type trunks with pANI and callback number, to one of three PSAPs based on the ESN provided by the SR/ALI system. A workstation at the PSAP drew a map of the area, complete with an "X marks the spot" for the X and Y coordinates delivered.

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This slide shows a sample of the ALI delivered during the trial.

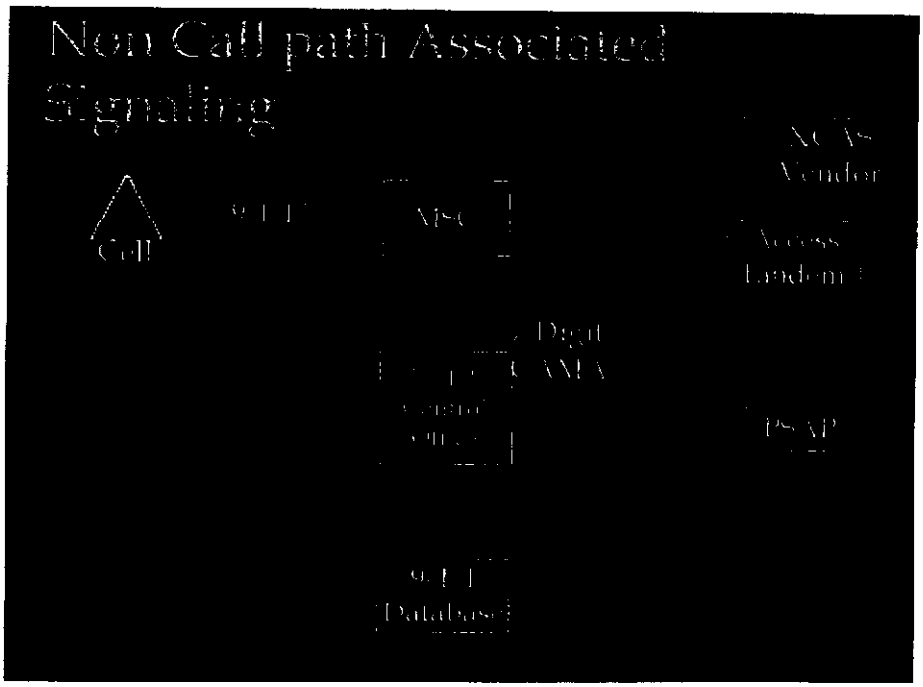
The warning message "Wireless ANI/ALI" identifies the call as coming from the trial area.

The callback number has been inserted into the telephone number field on line 2.

The street address data refers to the cell tower, but the latitude, longitude, direction and speed are associated with the caller.

The roam number is provided for the PSAP to use in calling back travelers that have "roamed" into the area (if required).

Notice that the state field shows "XX" instead of "NJ". Sometimes, cells are located on top of or next to buildings. Because the coverage area of the cell may extend into multiple jurisdictions, calls from the wireline phones in the building may need to route to one (municipal) PSAP while wireless calls from that cell need to go to another (county or state) PSAP. Since both have the same street address, which would result in the same ESN and PSAP assignment, we sometimes "fool" the network by creating an MSAG entry that uses the same street and municipality address, but uses the state of "XX". To the MSAG, this is a completely different ESZ and gets its own ESN.

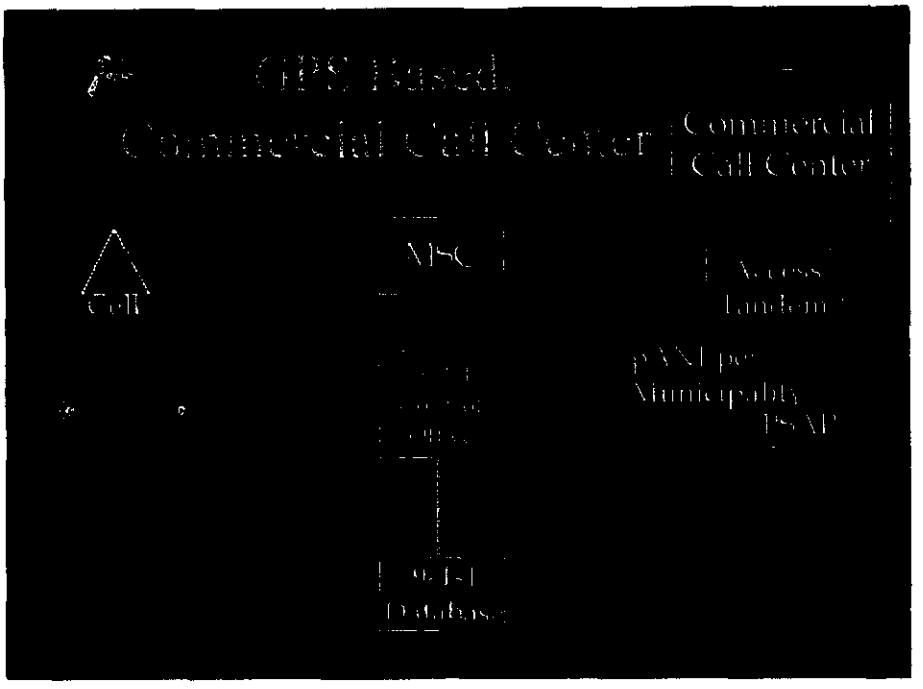


The delivery of pANI and callback number via SS7, Feature Group D signaling, ISDN and Enhanced MF is called "Call path Associated Signaling", or CAS. With CAS, the pANI that identifies the cell/sector and the callback number are delivered to the PSAP with the voice call.

An alternative is NCAS, or "Non-Call path Associated Signaling". NCAS was devised as a method to deliver the same information to a PSAP that could not afford upgrades to the selective router and PSAP, or where the selective router and/or PSAP were not upgradable. Instead, an upgrade is made to the ALI database to accept call related data from an outside source, "on the fly", for delivery to the PSAP.

When a wireless 9-1-1 call is placed, the MSC queries the third party vendor for routing information. The NCAS vendor supplies a routing number which is transmitted as a pseudo-ANI to the 9-1-1 tandem. This number may identify the cell/sector; may be one of a block of numbers associated with a cell/sector (ESRD); or may be one of a block of numbers that only identify the destination PSAP or ESN (ESRK). When the receiving PSAP queries the ALI database with that number, the pALI record and callback number, supplied by the vendor, is delivered to the PSAP.

The positive about NCAS is that it does not require upgrades to the 9-1-1 tandem and PSAP CPE, which may be expensive. The negatives are that the ANI delivered with the call may mean nothing if the ALI does not arrive, and that it supports wireless but does nothing for number portability or area code exhaust. ISDN and Enhanced MF support all three through the delivery of one or two full ten digit numbers.

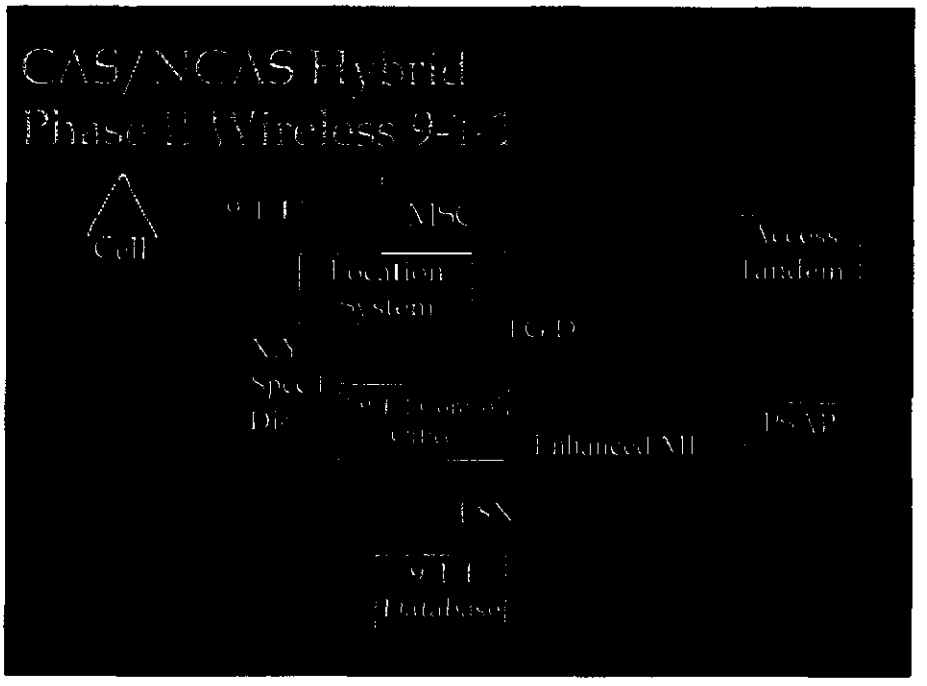


Another group that has entered the wireless 9-1-1 arena are the "Commercial Call Centers". Systems like Lincoln Rescu and GM OnStar use a specially designed cellular telephone equipped with a Global Positioning Satellite (GPS) receiver. When a button in the vehicle is pushed, the cellular phone dials an 800 number to access the service bureau. Once connected, a microcomputer in the vehicle transmits GPS location data plus vehicle identification data. At the service bureau, call takers use a GIS system to identify the caller's location and local emergency services.

Remember the pseudo numbers used by operators to access specific PSAPs based on the caller's municipality? These same numbers can be used by the Commercial Call Center to connect to the PSAP that serves the municipality where the GPS/GIS systems have located the caller.

The real beauty of this system is that the pseudo numbers are associated with the municipality, not the PSAP. PSAPs can open, close, expand or consolidate but the municipal pANIs stay the same. If the PSAP for a town changes, that change is made in the 9-1-1 network. No changes are required at the Commercial Call Center. Never again will service be delayed because a relay service or operator service was not advised of a change in PSAP assignment and dialed a directory number that went to intercept.

Another benefit is that the call arrives at the PSAP as a 9-1-1 call, which guarantees priority handling over administrative lines.



Another scenario under consideration for deliver of Phas II service is a CAS/NCAS Hybrid. The Hybrid uses a CASarchitecture for delivery of Phase I service but delivers caller location data in an NCAS manner.

Feature Group D type or SS7 trunks will carry the voice call, pANI and callback number to the 9-1-1 tandem. The tandem will forward the two numbers to the 9-1-1 database. Simultaneously, the location determination system will transmit the caller's coordinates, speed and direction of travel to the 9-1-1 database(s). (If SS7 trunks are utilized, the location data may be passed over the SS7 trunks, through the E9-1-1 Control Office to the 9-1-1 Database system.)

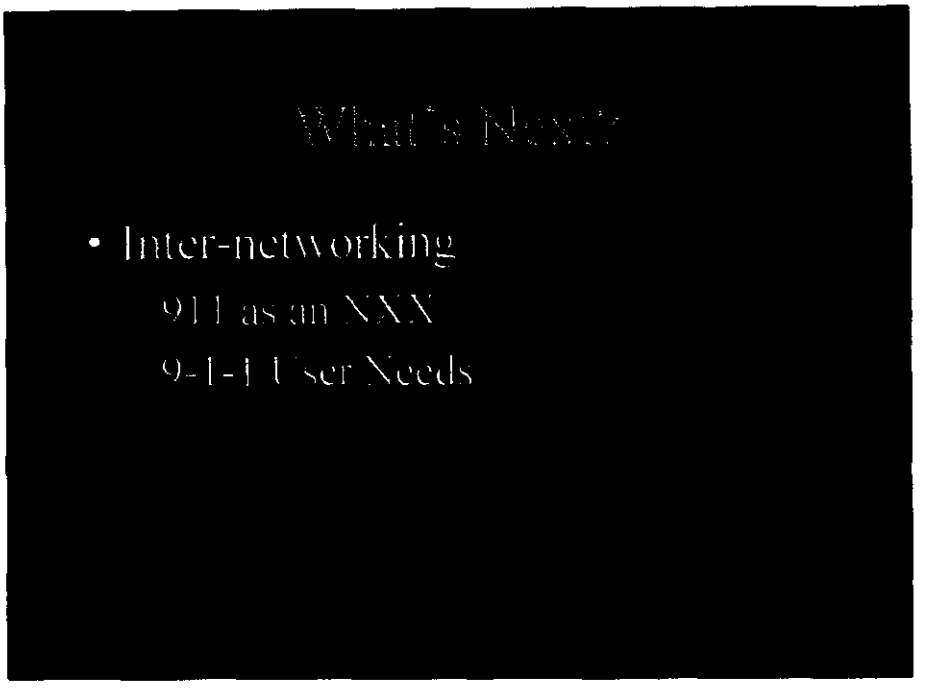
The 9-1-1 database will translate X and Y to ESN, and send the ESN to the tandem to be used for selective routing. The database will then retrieve the pALI (cell sector) record, insert the callback number and location data and wait for a query from the PSAP.

The tandem will use Enhanced MF Signaling to forward the voice call, pANI and callback number to the PSAP.

The PSAP then queries the 9-1-1 database using the callback number. The database delivers the record, with the caller's location data, to the PSAP.

A computer at the PSAP will display a map showing the caller's location.

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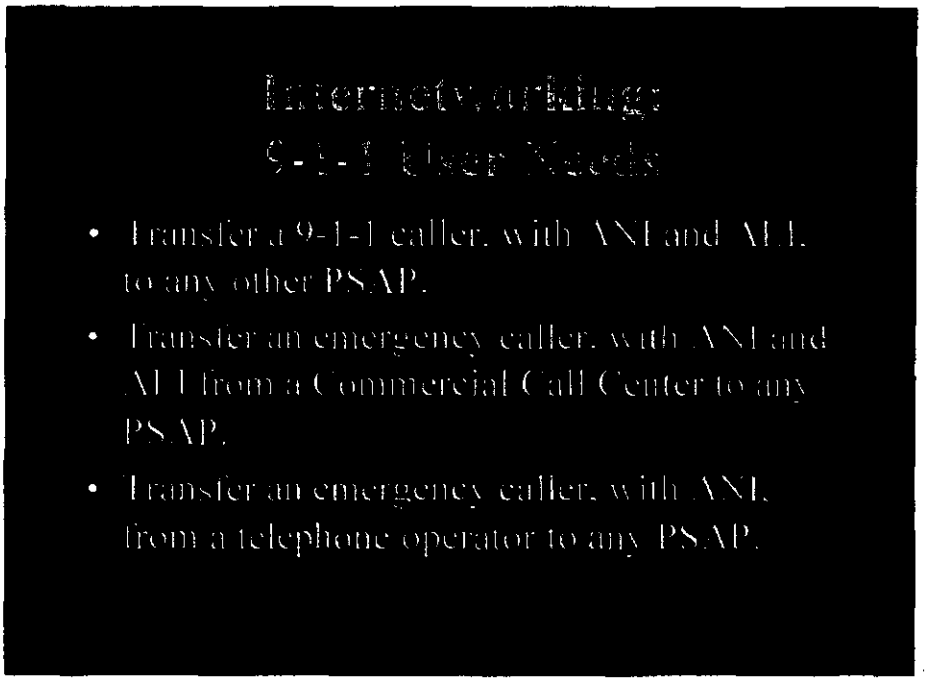
The implementation of Signaling System 7 across North America will present some new possibilities for 9-1-1. Two significant possibilities are; (1) the ability to transfer a 9-1-1 call, with ANI and ALI, to any PSAP in North America, and; (2) the ability to selectively connect to any PSAP from an operator position, emergency relay service or other authorized agency.

911 as an NXX

The NENA Network Technical Committee has petitioned the North American Numbering Plan Administrator to reserve 9-1-1 as an NXX code to be used for 9-1-1 inter-networking across North America.

Establishing 9-1-1 as an NXX in every area code yields 10,000 numbers in the form "NPA-911-0000 to 9999".

Each PSAP and each municipality would be assigned a unique number. The PSAP numbers would be used for PSAP to PSAP transfers. The municipal numbers would be used by authorized agencies (operators, relay services, poison control centers, medical insurance companies) to transfer callers to their respective PSAPs, based on the municipality in which they live. This represents the extension of today's pseudo numbers across the entire 9-1-1 community in North America.

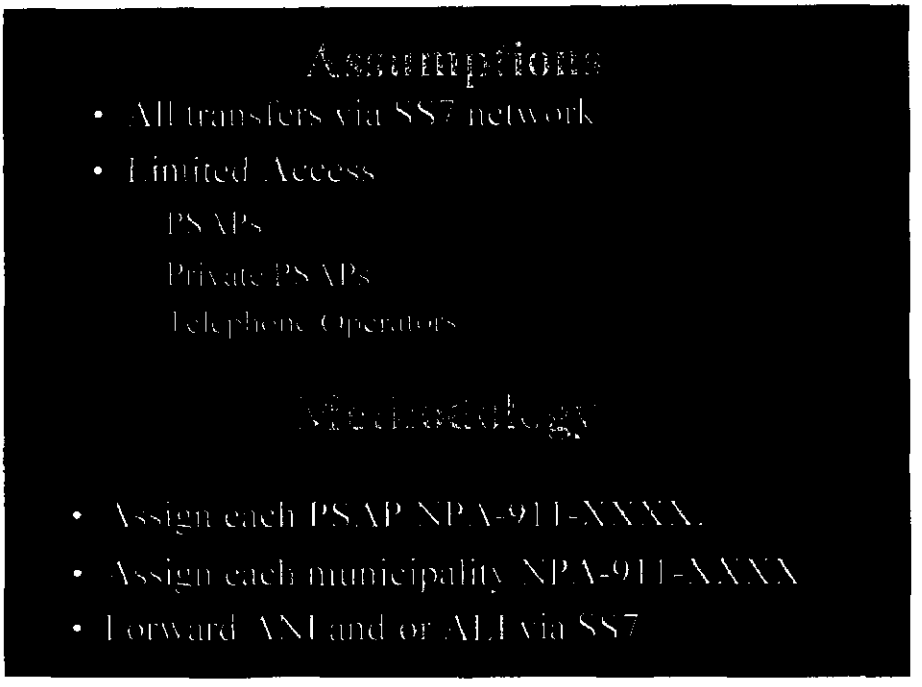


PSAPs need the ability to transfer a 9-1-1 caller, with associated ANI and ALI, from one PSAP to any other, without regard to distance or network provider.

Terrestrial and satellite based wireless networks serve areas larger than PSAP jurisdictions. Attempted suicides sometimes require assistance from distant agencies. The elderly sometimes call their children instead of 9-1-1 when they need help.

Commercial Call Centers need the ability to transfer an emergency caller, with associated ANI, ALI and additional data (if available) to any PSAP in North America. Emergency calls from subscribers are answered at a single answering point. Examples: Lincoln Rescu, GM OnStar, MCS, Cross Country.

Telephone operators need the ability to transfer emergency callers, and their associated ANI, to any PSAP. ILEC telephone operators sometimes have direct access to 9-1-1 networks. This is not true for ALECs or long distance carriers. Sometimes, in their panic, people dial "0" or "00".



This proposal envisions the SS7 network as the vehicle with which to deliver 9-1-1 transfer capabilities. It assumes the eventual universal provision of 9-1-1 service via SS7, in an IN (Intelligent Network) or AIN (Advanced Intelligent Network) environment.

All locations capable of initiating or receiving transfers must be connected to the SS7 network. Only specified locations (PSAPs, Private PSAPs and telephone operators) would be able to initiate a transfer. The general public would not have access to NPA-911-XXXX.

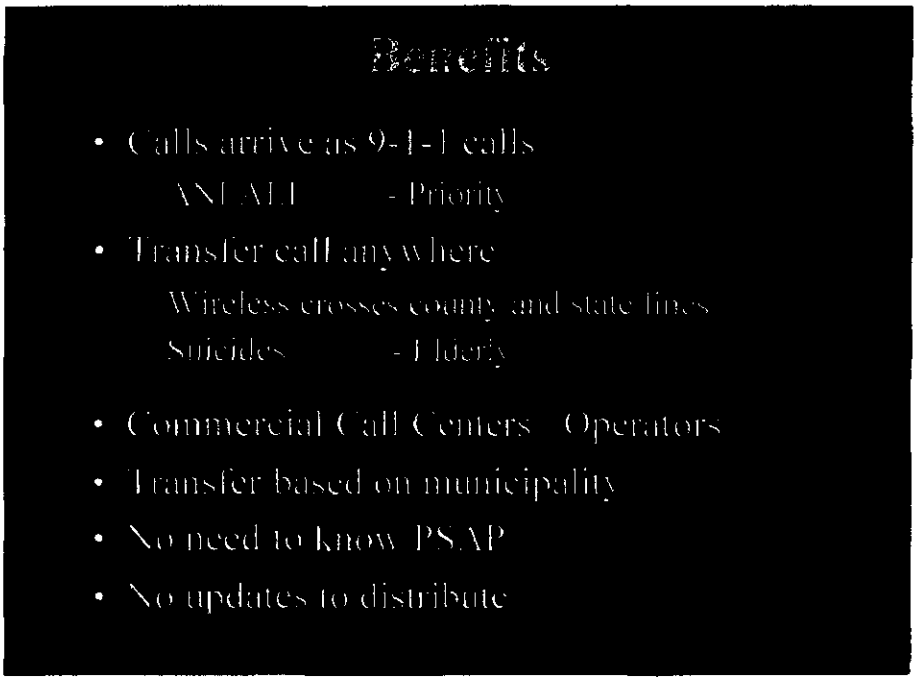
Methodology

Assign each PSAP in North America a directory number in the form NPA-911-XXXX. A directory will be maintained by NENA.

These numbers would be used by one PSAP to transfer calls to any other PSAP. The ANI and ALI associated with the emergency caller would be transferred with the call and displayed at the receiving PSAP.

Assign each municipality in North America a pseudo-ANI in the form NPA-911-XXXX. A directory will be maintained by NENA.

These numbers would be used by Private PSAPs, ILEC operators, ALEC operators and long distance operators to transfer emergency callers to a PSAP based upon the municipality from which the call originated. The call would arrive at the PSAP with the caller's ANI and an ALI message that indicates the call to be a three-way conference transfer of a caller at an unknown address in a specific municipality. Optionally, Private PSAPs will be able to forward location data.



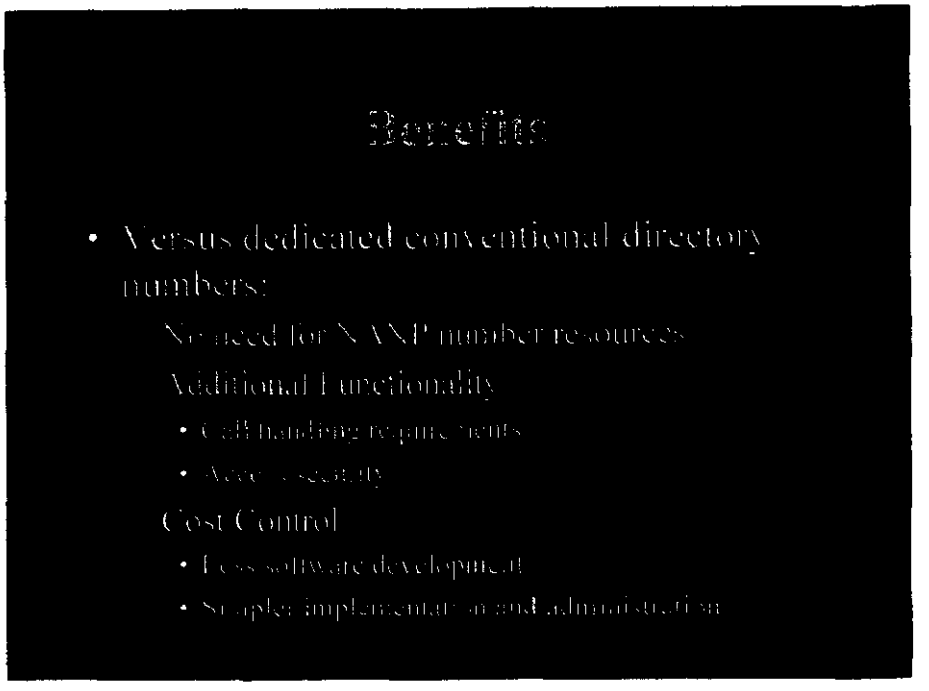
All calls transferred in this fashion arrive at a PSAP as a 9-1-1 call, providing information about the caller and receiving priority handling. Calls delivered to administrative directory numbers receive no priority and carry no data.

Wireless (Cellular, PCS) calls from cells that serve more than one PSAP jurisdiction could be easily transferred to neighboring PSAPs, even across state lines. This is of particular value for satellite based systems, whose footprints can cover several states.

Sometimes, people attempting suicide and elderly people with a medical emergency, call a friend or family member who lives in an area served by a different PSAP than their own. This system would enable a 9-1-1 call from the friend or family member to be transferred to the PSAP serving the victim.

Emergency calls received by Commercial Call Centers can be transferred to the PSAP serving a specific community. Since these numbers are associated with the municipality, as opposed to the PSAP, no updating of the numbers is required. As PSAPs close, consolidate or expand, the local 9-1-1 service provider redirects the numbers to the proper PSAP. There is decreased danger of emergency response being delayed because the Private PSAP is using an outdated directory.

Emergency calls to telephone operators - ILEC, ALEC and long distance - can be forwarded to a specific PSAP. As with Private PSAPs, the operator need only ascertain the municipality from which the call originated



Versus dedicated conventional directory numbers installed at each PSAP:

Relieves demand for additional NANP numbers. Since 911 is not in use as an NXX today, the demand for NPA-911-XXXX numbers places no demand on NANP number resources.

Additional functionality requirements:

The translations required to enable ANI/ALI to be forwarded to one conventional directory number, but not another, would be cumbersome and difficult to administer. Using 911 as an NXX immediately identifies specific call handling requirements.

Easier to keep "private".

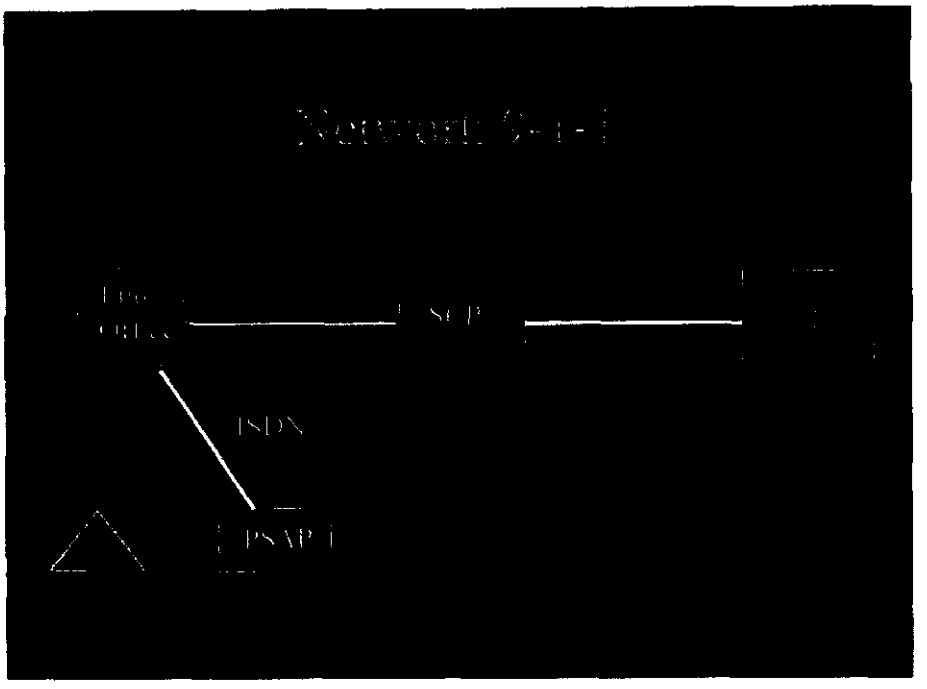
Using 911 as an NXX enables simple screening to ensure use by authorized agencies only.

Versus using some other routable, but non-dialable numbering scheme:

Some switches still cannot deal with NXX codes below "200." The only other codes available are the N11 codes. Since this is for access to 9-1-1 systems, why not use 911, which is already non-dialable as an NXX?

What's Next?

- Inter-networking
  - 9[illegible]XX
- Advanced Intelligent Network (AIN)
  - 9-1-1 Without Tandems



The public telephone network is evolving toward a model known as AIN or Advanced Intelligent Network. This is the architecture that will provide 9-1-1 service in the not too distant future.

In an AIN network, the functions of local central offices are controlled by Signal Transfer Points (STP, often implemented in the local central office) and Signal Control Points (SCP). These are computers that instruct the network switches how and when to construct, operate and delete network connections. AIN takes the architecture already being deployed with SS7, and adds additional intelligence.

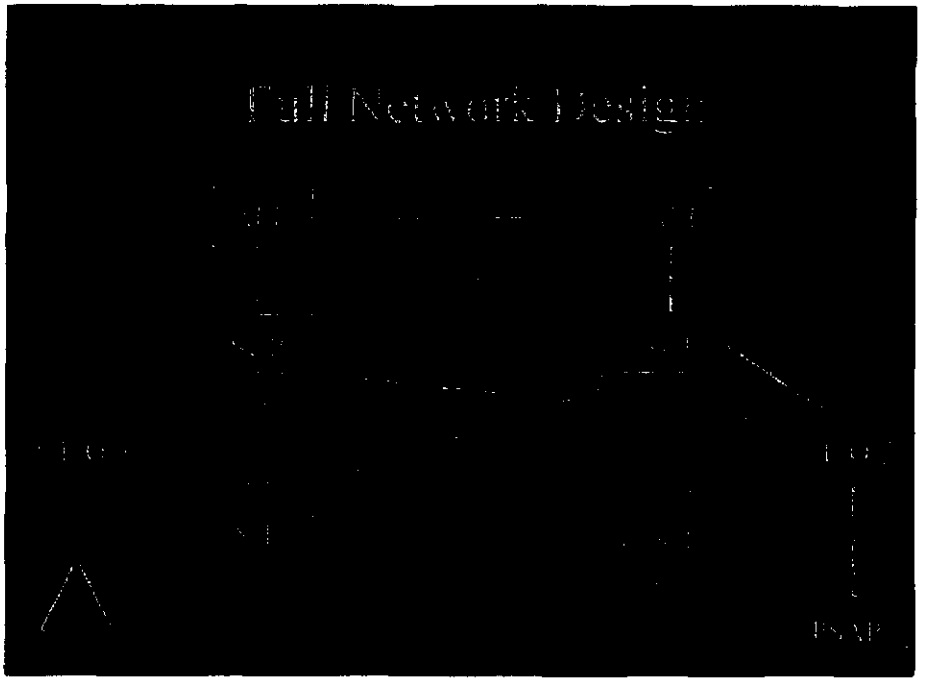
The result is that end office switches require less intelligence and therefore become less expensive, and new features can be deployed faster since they are deployed in a much smaller number of SCPs.

For 9-1-1, AIN heralds several significant changes.

1. No more 9-1-1 tandems. The switching of 9-1-1 calls is handled by the end offices serving the subscriber and the PSAP, under the control of the SCP. The SCP tells the offices how to route the calls and what features to provide.

2. No more analog trunks. All trunks between end offices are digital SS7 trunks, which connect 40% faster with, virtually, zero ANI failures. PSAP trunks are digital ISDN (which means new CPE), carrying voice, ANI and ALI (including coordinates) to the PSAP all at once.

3. No more data links to the 9-1-1 ALI database. The databases still exist, but are connected to the SCPs, for selective routing and ALI delivery.



This diagram depicts a possible Advanced Intelligent Network configuration. The red lines represent voice paths (trunks). The yellow lines represent data paths over which call handling instructions and information may be transmitted. The drawing is intended to illustrate how the principles of redundancy and diversity could be applied in the delivery of "N9-1-1" (Network 9-1-1).

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Most people agree that wireless is taking over the world. As of early 1999, there are about 62 million wireless phones in America, and the number is growing steadily.

Wireless phones have evolved, in a very short time, from vehicle based units, to transportable ("bag phones"), to portable, pocket-sized handsets. Nippon Telephone sells a small "wristwatch" unit with speakerphone and voice activated dialing. Move over Dick Tracy!

The trend will be toward personal communicators that are worn, with the ability to transmit personal telemetry. Imagine receiving a 9-1-1 call from a wrist-mounted wireless phone that transmits the caller's pulse, blood pressure, body temperature, plus personal medical history and home address! The technology already exists.

The next logical step is semi-permanent implantation. Perhaps an ear implant and a transmitter in a hollowed tooth? How about sensors implanted in strategic organs, providing a complete medical picture of a 9-1-1 caller?

Who knows what the future holds? Stay tuned!

Network Reliability Council Focus Group IV

Essential Communications During Emergencies Team Report

Findings and Recommendations Pertaining to Emergency Service Network Reliability

January 12, 1996

Focus Group Leader: ***M. Michael Foster***
GTE Telephone Operations

Focus Group Mentor: **Arthur Prest**
Cellular Telecommunications Industry Association

6. Essential Services Best Practice Recommendations

Best Practices are those countermeasures (but not the only countermeasures) that go furthest in eliminating the root causes of outages. *Network Reliability: A Report to the Nation* contained a total of 27 Best Practices pertaining to 9-1-1. All 27 original Best Practices have been rewritten and expanded to include alternate technologies where appropriate. These 27, and new best practices ES28 through ES33, being introduced by the ECOMM Team are categorized as follows. The ECOMM Team believes implementation of these practices will improve the reliability of the Public Switched Telephone Network (PSTN) and minimize the potential for interruption to vital emergency communications.

Category	New Best Practice No.	Former Best Practice No.
6.1 Defensive Measures for Interoffice Facilities...		
6.1.1 Diverse Interoffice Transport Facilities	ES01	112
6.1.2 Diverse Interoffice Transport Facilities with Standby Protection	ES02	113
6.1.3 Diverse Interoffice Transport Facilities Using DCS	ES03	114
6.1.4 Fiber Ring Topologies for 9-1-1 Circuits	ES04	115
6.1.5 Red-Tagged Diverse Equipment	ES05	125
6.2 Alternate Path when the Primary 9-1-1 Interoffice Facility Fails...		
6.2.1 Alternate PSAPs from the 9-1-1 Tandem Switch	ES06	118
6.2.2 Alternate PSAPs from the Serving End Office	ES07	119
6.2.3 PSTN as a Backup for 9-1-1 Dedicated Trunks	ES08	121
6.2.4 Wireless Network as Backup for 9-1-1 Dedicated Trunks	ES09	122
6.2.5 Intraoffice 9-1-1 Termination to Mobile PSAP	ES10	123
6.2.6 Backup PSAP in the LECs Serving Office	ES11	124
6.3 Defensive Measures for 9-1-1 Tandem Switches...		
6.3.1 Dual Active 9-1-1 Tandem Switches	ES12	116
6.3.2 Re-home to backup 9-1-1 Tandem Switch	ES13	117
6.3.3 Redundant Paired 9-1-1 Tandems	ES14	126
6.3.4 Multiple Diverse Tandem Switches with Diverse DCSs	ES15	127
6.3.5 TOPS as a 9-1-1 Tandem Backup	ES16	120

Table 6-1 NRC Essential Service Best Practices

Category	New Best	Former Best

	Practice No.	Practice No.
6.4 Reverse Trends toward Centralization	ES17	109
6.5 Local Loop Diversity	ES18	128
6.6 Network Management Center and Repair Priority	ES19	129
6.7 Diverse ALI Data Base Systems	ES20	130
6.8 Mass Call Management...		
6.8.1 Move Mass Calling Stimulator away from 9-1-1 Tandem Switch	ES21	131
6.8.2 Pre-Planning for Mass Calling Events	ES22	132
6.9 Contingency Planning...		
6.9.1 Contingency Plan Development	ES23	133
6.9.2 Contingency Plan Training	ES24	134
6.9.3 Public Education on Proper Use of Essential Communications	ES25	135
6.10 Improve Communications among Network Providers and PSAPs	ES26	111
6.11 Common Channel Signaling (CCS)	ES27	110
6.12 Critical Response Link Redundancy/Diversity	ES28	New
6.13 Media and Repair Link Redundancy/Diversity	ES29	New
6.14 Private Switch/Alternative LEC ALI	ES30	New
6.15 CMRS - Emergency Calling	ES31	New
6.16 Cable Television Services	ES32	New
6.17 Outage Reporting	ES33	New

Table 6-1 NRC Essential Service Best Practices

Some of the best practices are alternate solutions for improving network reliability, and implementation of one practice may negate the need to implement another. For example, if one

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were to implement Best Practice ES03, it would not be necessary to implement Best Practice ES01 since the concept of facility route diversity is achieved in both practices.

6.1 Defensive Measures for Interoffice Facilities

Best Practices ES01 through ES05 describe practices that promote safeguarding of network facility paths between the callers end office and the PSAP.

6.1. Best Practice ES01 Diverse Interoffice Transport Facilities

When all 9-1-1 circuits are carried over a common interoffice facility route, the PSAP has increased exposure to possible service interruptions related to a single point of failure (e.g., cable cut). The ECOMM Team recommends diversification of 9-1-1 circuits over multiple, diverse interoffice facilities.

Diversification may be attained by placing half of the essential communication circuits on one facility route, and the other half over another geographically diverse facility route (i.e., separate facility routes). Many LECs deploy diverse interoffice facility strategies when diverse facilities are already available. (See Figure 6-1)

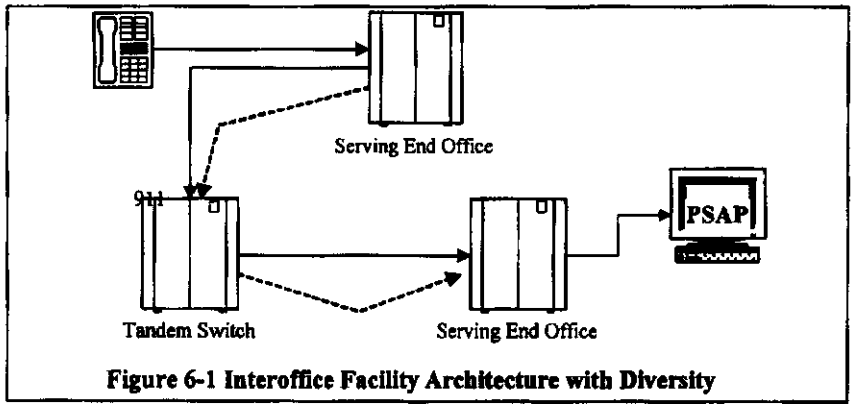


Figure 6-1 Interoffice Facility Architecture with Diversity

6.1.2 Best Practice ES02 Diverse Interoffice Transport Facilities with Standby Protection

A variation of the facility diversity architecture is deployment of a 1-by-1 facility transport system. This architecture is protected by a standby protection facility that is geographically diverse from the primary facility. Because no calls are lost while switching to the alternate transport facility during primary route failure, this architecture is considered self-healing.

6.1.3 Best Practice ES03 Diverse Interoffice Transport Facilities Using DCS

Earlier NRC Focus Group recommendations suggested using diverse interoffice transport facilities from the called serving end office via two diverse Digital Cross-connect Systems (DCS) for concentration. This approach provides diversity and, due to the concentration by the DCS network elements, offers a less costly network solution. Circuit rearrangement activity under this configuration will less likely result in the circuits being placed into non-diverse facilities. (See Figure 6-2)

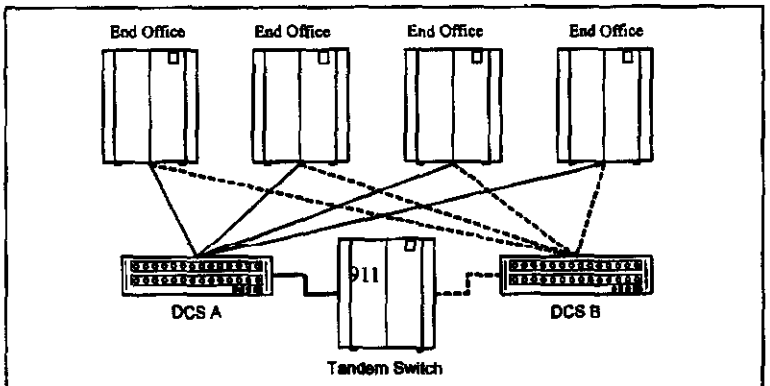


Figure 6-2 Interoffice Facility Architecture

6.1.4 Best Practice ES04 Fiber Ring Topologies for 9-1-1 Circuits

Fiber optic network elements offer network service providers the ability to aggregate large amounts of call traffic onto one transport facility. Traffic aggregation opposes the diverse facility transport recommendations defined in this document. However, fiber rings permit a collection of nodes to form a closed loop whereby each node is connected to two adjacent nodes via a duplex communications facility.

Fiber rings provide redundancy such that services may be automatically restored (self healing), allowing failure or degradation in a segment of the network without affecting service. Fiber rings are used in some metropolitan areas, ensuring essential communications service is unaffected by cuts to fibers riding on the ring. Ring features and functionality are part of the Synchronous Optical Network (SONET) technical requirements. The ECOMM Team believes

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when essential communications is placed on SONET rings, service interruptions are minimized due to the self-healing architecture employed. (See Figure 6-3)

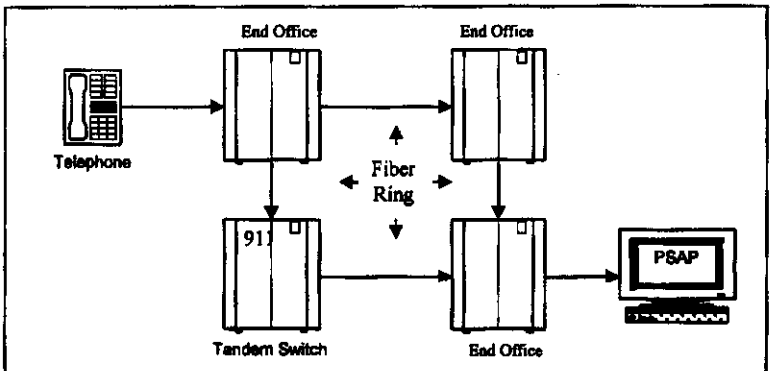


Figure 6-3 Interoffice Facility Architecture with Ring Diversity

6.1.5 Best Practice ES05 Red-Tagged Diverse Equipment

Depending on LEC provisioning practices, the equipment in the central office can represent single points of failure. The ECOMM Team supports the common LEC practice of spreading 9-1-1 circuits over similar pieces of equipment, and marking each plug-in-level component and frame termination with red tags. The red tags alert LEC maintenance personnel that the equipment is used for critical, essential services and is to be treated with a high level of care.

6.2 Alternate Path when the Primary 9-1-1 Interoffice Facility Fails

Best Practice ES06 through ES11 provide practices that promote establishment of alternate call paths between the caller's end office and the PSAP serving office.

6.2.1 Best Practice ES06 Alternate PSAPs from the 9-1-1 Tandem Switch

A common method of handling PSAP-to-Tandem transport facility interruptions is to program the 9-1-1 tandem switch for alternate route selection. If the 9-1-1 caller is unable to complete the call to the PSAP, the tandem switch would automatically complete the call to a pre-programmed directory number or alternate PSAP destination. The alternate PSAP may be either administrative telephones or another jurisdiction's PSAP positions, depending upon the primary PSAPs pre-arranged needs. (See Figure 6-4)

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FCC 96-325

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	
Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers	)	CC Docket No. 95-185

FIRST REPORT AND ORDER

Adopted: August 1, 1996 Released: August 8, 1996

By the Commission: Chairman Hundt and Commissioners Quello, Ness, and Chong issuing separate statements.

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3. Discussion

165. We conclude that the 1996 Act requires all interconnection agreements, "including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996," to be submitted to the state commission for approval pursuant to section 252(e).[322] The 1996 Act does not exempt certain categories of agreements from this requirement. When Congress sought to exclude preexisting contracts from provisions of the new law, it did so expressly. For example, section 276(b)(3) provides that "nothing in this section shall affect any existing contracts between location providers and payphone service providers or interLATA or intraLATA carriers that are in force and effect as of the date of enactment of the Telecommunications Act of 1996."[323] Nothing in the legislative history leads us to a contrary conclusion. Congress intended, in enacting sections 251 and 252, to create opportunities for local telephone competition. We believe that this pro-competitive goal is best effected by subjecting all agreements to state commission review.

166. The first sentence in section 252(a)(1) refers to requests for interconnection "pursuant to section 251."[324] The final sentence in section 252(a)(1) requires submission to the state commission of all negotiated agreements, including those negotiated *before* the enactment of the 1996 Act. Some parties have asserted that there is a tension between those two sentences. We conclude that the final sentence of section 252(a)(1), which requires that *any* interconnection agreement must be submitted to the state commission, can and should be read to be independent of the prior sentences in section 252(a)(1). The interpretation suggested by some commenters that preexisting contracts need only be filed if they are amended subsequent to the 1996 Act, or incorporated by reference into agreements negotiated pursuant to the 1996 Act, would force us to impose conditions that were not intended by Congress.

167. As a matter of policy, moreover, we believe that requiring filing of all interconnection agreements best promotes Congress's stated goals of opening up local markets to competition, and permitting interconnection on just, reasonable, and nondiscriminatory terms. State commissions should have the opportunity to review *all* agreements, including those that were negotiated before the new law was enacted, to ensure that such agreements do not discriminate against third parties, and are not contrary to the public interest. In particular, preexisting agreements may include provisions that violate or are inconsistent with the pro-

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[322] 47 U.S.C. § 252(a).

[323] 47 U.S.C. § 276(b)(3) (addressing nondiscrimination safeguards and regulations regarding payphone service).

[324] 47 U.S.C. § 252(a)(1).

competitive goals of the 1996 Act, and states may elect to reject such agreements under section 252(e)(2)(A). Requiring all contracts to be filed also limits an incumbent LEC's ability to discriminate among carriers, for at least two reasons. First, requiring public filing of agreements enables carriers to have information about rates, terms, and conditions that an incumbent LEC makes available to others. Second, any interconnection, service or network element provided under an agreement approved by the state commission under section 252 must be made available to any other requesting telecommunications carrier upon the same terms and conditions, in accordance with section 252(i).[325] In addition, we believe that having the opportunity to review existing agreements may provide state commissions and potential competitors with a starting point for determining what is "technically feasible" for interconnection.[326]

168. Conversely, excluding certain agreements from public disclosure could have anticompetitive consequences. For example, such contracts could include agreements not to compete. In addition, if we exempt agreements between neighboring non-competing LECs, those parties might have a disincentive to compete with each other in the future, in order to preserve the terms of their preexisting agreements. Such a result runs counter to the goal of the 1996 Act to encourage local service competition. Moreover, preserving such "non-competing" agreements could effectively insulate those parties from competition by new entrants. For example, if a new entrant seeking to provide competitive local service in a rural community is unable to obtain from a neighboring BOC interconnection or transport and termination on terms that are as favorable as those the BOC offers to the incumbent LEC in the rural area, the new entrant cannot effectively compete.[327] This is because the new entrant will have to charge its subscribers higher rates than the incumbent LEC charges to place calls to subscribers of the neighboring BOC.

[325] *See infra*, Section XV.B.

[326] *See, e.g.*, 47 U.S.C. §§ 251(c)(2)(B) and 251(c)(3).

[327] This analysis does not address the separate question of whether an incumbent LEC in a rural area must offer interconnection, resale services, or unbundled network elements. As discussed *infra*, Section XII, Congress provided rural carriers with an exemption from section 251(c) requirements until the state commission removes such exemption. 47 U.S.C. § 251(f)(1).

169. We find that section 259 does not compel us to reach a different conclusion regarding the application of section 252 to agreements between neighboring LECs.[328] Section 259 is limited to agreements for infrastructure sharing between incumbent LECs and telecommunications carriers that lack "economies of scale or scope," as determined in accordance with regulations prescribed by the Commission.[329] We conclude that the purpose and scope of section 259 differ significantly from the purpose and scope of section 251.[330] Section 259 is a limited and discrete provision designed to bring the benefits of advanced infrastructure to additional subscribers, in the context of the pro-competitive goals and provisions of the 1996 Act. Moreover, section 259(b)(7) requires LECs to file with the Commission or the state "any tariffs, contracts or other arrangements showing the rates, terms, and conditions under which such carrier is making available public switched network infrastructure and functions under this section."[331] We believe that this language further supports our conclusion that Congress intended agreements between neighboring LECs to be filed and available for public inspection. Commenters also have failed to persuade us that universal service is jeopardized by our finding that agreements between neighboring LECs are subject to section 252 filing and review provisions. Concerns regarding universal service should be addressed by the Federal-State Joint Board, empaneled pursuant to section 254 of the 1996 Act.[332] The Joint Board has initiated a comprehensive review of universal service issues and is considering, among other matters, access to telecommunications and information services in rural and high cost areas.[333] In addition, as discussed in Section XII, *infra*, the 1996 Act provides for exemptions, suspension, or modification of some of the requirements in section 251 for rural or smaller carriers.

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[328] Section 259 requires the Commission to prescribe, within one year after the date of enactment of the 1996 Act, regulations that require incumbent LECs "to make available to any qualifying carrier such public switched network infrastructure, technology, information, and telecommunications facilities and functions as may be requested by such qualifying carrier to provide telecommunications services, or to provide access to information services . . . " 47 U.S.C. § 259(a). A "qualifying carrier" is a telecommunications carrier that "lacks economies of scale or scope," and that offers telephone exchange service, exchange access, and any other service included in universal service to all consumers in the service area without preference. 47 U.S.C. § 259(d).

[329] 47 U.S.C. § 259(d)(1).

[330] The Commission plans to initiate a proceeding to establish regulations pursuant to section 259.

[331] 47 U.S.C. § 259(b)(7).

[332] *Universal Service NPRM, supra.*

[333] *See* 47 U.S.C. § 251(f).

170. Some parties have suggested that we provide parties an opportunity to renegotiate preexisting contracts. Parties, of course, may mutually agree to renegotiate agreements, but we decline to mandate that parties renegotiate existing contracts. In addition, as discussed below, commercial mobile radio service (CMRS) providers that are party to preexisting agreements with incumbent LECs that provide for non-mutual compensation have the option of renegotiating such agreements with no termination liabilities or contract penalties.[334] We believe that generally requiring renegotiation of preexisting contracts is unnecessary, however, because state commissions will review preexisting agreements, and may reject any negotiated agreement that "discriminates against a telecommunications carrier not a party to the agreement," or that "is not consistent with the public interest, convenience, and necessity."[335] We recognize that preexisting agreements were negotiated under very different circumstances, and may not provide a reasonable basis for interconnection agreements under the 1996 Act. For example, non-competing neighboring LECs may have negotiated terms that simply are not viable in a competitive market. It would not foster efficient long-term competition to force parties to make available to all requesting carriers interconnection on terms not sustainable in a competitive environment. In such circumstances, a state commission would have authority to reject a preexisting agreement as inconsistent with the public interest. If a state commission approves a preexisting agreement, that agreement will be available to other parties in accordance with section 252(i). Contrary to NYNEX's assertion, once a state approves an agreement under section 252(e), that agreement is "approved under" section 252.

171. We decline to require immediate filing of pre-existing agreements. States should establish procedures and reasonable time frames for requiring filing of preexisting agreements in a timely manner. We leave these procedures largely in the hands of the states in order to ensure that we do not impair some states' ability to carry out their other duties under the 1996 Act, especially if a large number of such agreements must be filed and approved by the state commission. We believe, nevertheless, that we should set an outer time period to file with the appropriate state commission agreements that Class A carriers have with other Class A carriers that pre-date the 1996 Act.[336] We conclude that setting such a time limit will ensure that third parties are not prevented indefinitely from reviewing and taking advantage of the terms of preexisting agreements. We are concerned, however, about the burden that a national filing deadline might impose on small telephone companies that have preexisting

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[334] *See infra*, Section XI.A.

[335] 47 U.S.C. § 252(e)(2)(A).

[336] Class A companies are defined as companies "having annual revenues from regulated telecommunications operations of $100,000,000 or more." 47 C.F.R. § 32.11(a)(1).

agreements with Class A carriers or with other small carriers.[337] We therefore limit the filing deadline requirement to preexisting agreements between Class A carriers. We encourage all carriers to file preexisting contracts with the appropriate state commission no later than June 30, 1997, but impose this as a *requirement* only with respect to agreements between Class A carriers. We find that requiring preexisting agreements between Class A carriers to be filed no later than June 30, 1997 is unlikely to burden state commissions unduly, and will give parties a reasonable opportunity to renegotiate agreements if they so choose, while at the same time, establishing this outer time limit ensures that third parties will have access to the terms of such agreements, under section 252(i), within a reasonable period. We expect to have completed proceedings on universal service and access charges by this filing deadline. States may impose a shorter time period for filing preexisting agreements.

[337] *See* Regulatory Flexibility Act, 5 U.S.C. §§ 601 *et seq.*

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Commission or the states, but rather left to the negotiation process.[1338] PacTel argues that incumbent LECs should not be required to develop new network capabilities or expand current network facilities to interconnect with competitors.[1339]

3. Discussion

549. We conclude that, under sections 251(c)(2) and 251(c)(3), any requesting carrier may choose any method of technically feasible interconnection or access to unbundled elements at a particular point. Section 251(c)(2) imposes an interconnection duty at any technically feasible point; it does not limit that duty to a specific method of interconnection or access to unbundled elements.

550. Physical and virtual collocation are the only methods of interconnection or access specifically addressed in section 251. Under section 251(c)(6), incumbent LECs are under a duty to provide physical collocation of equipment necessary for interconnection unless the LEC can demonstrate that physical collocation is not practical for technical reasons or because of space limitations. In that event, the incumbent LEC is still obligated to provide virtual collocation of interconnection equipment. Under section 251, the only limitation on an incumbent LEC's duty to provide interconnection or access to unbundled elements at any technically feasible point is addressed in section 251(c)(6) regarding physical collocation. Unless a LEC can establish that the specific technical or space limitations in subsection (c)(6) are met with respect to physical collocation, we conclude that incumbent LECs must provide for any technically feasible method of interconnection or access requested by a competing carrier, including physical collocation.[1340] If, for example, we interpreted section 251(c)(6) to limit the means of interconnection available to requesting carriers to physical and virtual collocation, the requirement in section 251(c)(2) that interconnection be made available "at any technically feasible point" would be narrowed dramatically to mean that interconnection was required only at points where it was technically feasible to collocate equipment. We are not pursuaded that Congress intended to limit interconnection points to locations only where collocation is possible.

551. Section 251(c)(6) provides the Commission with explicit authority to mandate physical collocation as a method of providing interconnection or access to unbundled elements. Such authority was previously found lacking by the U.S. Court of Appeals for the

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[1338] Bell Atlantic comments at 22; BellSouth comments at 23.

[1339] PacTel comments at 19.

[1340] Because we require incumbent LECs to offer virtual collocation in addition to physical collocation, we reject the suggestion of ACTA that the cost of converting from virtual to physical collocation be borne by the incumbent LEC. *See* ACTA comments at 16.

D.C. Circuit in *Bell Atlantic v. FCC*,[1341] which was decided prior to enactment of the 1996 Act. While section 251(c)(6) limits an incumbent LEC's duty to provide physical collocation in certain circumstances, we find that it does not limit our authority to require, under sections 251(c)(2) and (c)(3), the provision of virtual collocation. We note that under our *Expanded Interconnection* rules, that were amended subsequent to the Bell Atlantic decision, competitive entrants using physical collocation were required by many incumbent LECs to convert to virtual collocation. If the Commission concluded that subsection (c)(6) places a limitation on our authority to require virtual collocation, competitive providers would be required to undertake costly and burdensome actions to convert back to physical collocation even if they were satisfied with existing virtual collocation arrangements. We conclude that Congress did not intend to impose such a burden on requesting carriers that wish to continue to use virtual collocation for purposes of section 251(c). Further, the record indicates that this requirement would be costly and would delay competition.[1342] In short, we conclude that, in enacting section 251(c)(6), Congress intended to expand the interconnection choices available to requesting carriers, not to restrict them.

552. We also conclude that requiring incumbent LECs to provide virtual collocation and other technically feasible methods of interconnection or access to unbundled elements is consistent with Congress's desire to facilitate entry into the local telephone market by competitive carriers. In certain circumstances, competitive carriers may find, for example, that virtual collocation is less costly or more efficient than physical collocation. We believe that this may be particularly true for small carriers which lack the the financial resources to physically collocate equipment in a large number of incumbent LEC premises.[1343] Moreover, since requesting carriers will bear the costs of other methods of interconnection or access, this approach will not impose an undue burden on the incumbent LECs.

553. Consistent with this view, other methods of technically feasible interconnection or access to incumbent LEC networks, such as meet point arrangements, in addition to virtual

[1341] *Bell Atlantic Telephone Companies v. FCC*, 24 F.3d 1441 (D.C. Cir. 1994) (Bell Atlantic v. FCC).

[1342] *See* Teleport comments at 32; ALTS comments at 23; Time Warner comments at 42-44 (objecting to non-recurring charges for the reconnection of existing interconnected virtual collocation services to a replacement physical collocation arrangement).

[1343] *See* Hyperion comments at 15.

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and physical collocation, must be available to new entrants upon request.[1344] Meet point arrangements (or mid-span meets), for example, are commonly used between neighboring LECs for the mutual exchange of traffic, and thus, in general, we believe such arrangements are technically feasible.[1345] Further, although the creation of meet point arrangements may require some build out of facilities by the incumbent LEC, we believe that such arrangements are within the scope of the obligations imposed by sections 251(c)(2) and 251(c)(3). In a meet point arrangement, the "point" of interconnection for purposes of sections 251(c)(2) and 251(c)(3) remains on "the local exchange carrier's network"[1346] (*e.g.*, main distribution frame, trunk-side of the switch), and the limited build-out of facilities from that point may then constitute an accommodation of interconnection.[1347] In a meet point arrangement each party pays its portion of the costs to build out the facilities to the meet point. We believe that, although the Commission has authority to require incumbent LECs to provide meet point arrangements upon request, such an arrangement only makes sense for interconnection pursuant to section 251(c)(2) but not for unbundled access under section 251(c)(3). New entrants will request interconnection pursuant to section 251(c)(2) for the purpose of exchanging traffic with incumbent LECs. In this situation, the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement. Under these circumstances, it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement. In an access arrangement pursuant to section 251(c)(3), however, the interconnection point will be a part of the new entrant's network and will be used to carry traffic from one element in the new entrant's network to another. We conclude that in a section 251(c)(3) access situation, the new entrant should pay all of the economic costs of a meet point arrangement. Regarding the distance from an incumbent LEC's premises that an incumbent should be required to build out facilities for meet point arrangements, we believe that the parties and state commissions are in a better position than the Commission to determine the appropriate distance that would constitute the required reasonable accommodation of interconnection.

[1344] *See* Teleport comments at 26-30; *see also* Washington Utilities and Transportation Commission, *Fourth Supplemental Order Rejecting Tariff Filings and Ordering Refiling; Granting Complaints, in Part*, (Washington Commission Oct. 31, 1995), Docket No. UT-941464, at 45; *Application of Electric Lightwave, Inc., MFS Intelnet of Oregon, Inc., and MCI Metro Access Transmission Services, Inc.*, Public Utility Commission of Oregon Order, Order No. 96-021. (Oregon Commission Jan. 12, 1996), at 68-69; *Rules for Telecommunications Interconnection and Unbundling*, Arizona Corporation Commission Order, Decision No. 59483, (Arizona Commission Jan. 11, 1996), Proposed Rule R14-2-1303 (Attachment E hereto).

[1345] The Michigan Commission recently required Ameritech to provide meet point interconnection. Michigan Public Service Commission, Case No. U-10860 (Michigan June 5, 1996) at 18 n.4.

[1346] 47 U.S.C. § 251(c)(2).

[1347] *See, supra* Section IV.E., above, discussing accommodation of interconnection.

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554. Finally, in accordance with our interpretation of the term "technically feasible," we conclude that, if a particular method of interconnection is currently employed between two networks, or has been used successfully in the past, a rebuttable presumption is created that such a method is technically feasible for substantially similar network architectures. Moreover, because the obligation of incumbent LECs to provide interconnection or access to unbundled elements by any technically feasible means arises from sections 251(c)(2) and 251(c)(3), we conclude that incumbent LECs bear the burden of demonstrating the technical infeasibility of a particular method of interconnection or access at any individual point.

B. Collocation

1. Collocation Standards

a. Adoption of National Standards

(1). Background

555. In the NPRM we tentatively concluded that we should adopt national rules for virtual and physical collocation. This tentative conclusion was based on the belief that national standards would help to speed the development of competition.[1348] We also sought comment on specific national standards that we might adopt, and on whether any specific state approaches would serve as an appropriate model.[1349]

(2). Comments

556. Incumbent LECs and state commissions argue that collocation is a state matter and that terms and conditions for collocation should be negotiated between the parties[1350] or determined by the states.[1351] Some parties recommend that, to the extent national guidelines are necessary, the Commission should readopt the standards established in the *Expanded*

[1348] NPRM at para. 24.

[1349] NPRM at para. 70.

[1350] BellSouth comments at 23; SBC comments at 64; USTA comments at 19; PacTel comments at 34.

[1351] *See, e.g.*, New York Commission comments at 13-14; *see also* Ohio Commission comments at 29; Florida Commission comments at 22; Oregon Commission comments at 23.

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Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
Qwest Communications International Inc.	)	
Petition for Declaratory Ruling on the Scope	)	WC Docket No. 02-89
of the Duty to File and Obtain Prior Approval	)	
of Negotiated Contractual Arrangements	)	
under Section 252(a)(1)	)	

MEMORANDUM OPINION AND ORDER

Adopted: October 2, 2002 **Released:** October 4, 2002

By the Commission:

I. INTRODUCTION

1. On April 23, 2002, Qwest Communications International Inc. (Qwest) filed a petition for a declaratory ruling on the scope of the mandatory filing requirement set forth in section 252(a)(1) of the Communications Act of 1934, as amended (the Act).[1] Specifically, Qwest seeks guidance about the types of negotiated contractual arrangements between incumbent local exchange carriers (LECs) and competitive LECs that should be subject to the filing requirements of this section.[2] For the reasons explained below, we grant in part and deny in part Qwest's petition.

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[1] 47 U.S.C. § 252(a)(1). *Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1)*, WC Docket No. 02-89 (filed April 23, 2002) (Qwest Petition).

[2] Qwest Petition at 3. The Commission requested and received comments on the Qwest Petition. *See* Pleading Cycle Established for Comments on Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements under Section 252(a)(1), WC Docket No. 02-89, *Public Notice*, DA 02-976 (rel. April 29, 2002). The following parties submitted comments: AT&T Corp. (AT&T); Office of the Attorney General of the State of New Mexico and the Iowa Office of Consumer Advocate; Focal Communications Corporation and Pac-West Telecomm, Inc.; Iowa Utilities Board; Minnesota Department of Commerce; Mpower Communications Corp. (Mpower); New Edge Network, Inc.; PageData; Sprint Corporation (Sprint); Touch America, Inc. (Touch America); and WorldCom, Inc. (WorldCom). The following parties filed reply comments: Association of Communications Enterprises; Association for Local Telecommunications Services (ALTS); PageData; Qwest; Sprint; Verizon; VoiceStream Wireless Corporation; and WorldCom.

II. BACKGROUND

2. Section 252(a)(1) of the Act states:

> Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement . . . shall be submitted to the State commission under subsection (e) of this section.[3]

Qwest argues that this section can most logically be read to mean that the mandatory filing and state commission approval process should apply only to the "rates and associated service descriptions for interconnection, services and network elements."[4] More precisely, Qwest contends that a negotiated agreement should be filed for state commission approval if it includes: (i) a description of the service or network element being offered; (ii) the various options available to the requesting carrier (*e.g.*, loop capacities) and any binding contractual commitments regarding the quality or performance of the service or network element; and (iii) the rate structures and rate levels associated with each such option (*e.g.*, recurring and non-recurring charges, volume or term commitments).[5]

3. According to Qwest, the following categories of incumbent LEC-competitive LEC arrangements should not be subject to section 252(a)(1): (i) agreements defining business relationships and business-to-business administrative procedures (*e.g.*, escalation clauses, dispute resolution provisions, arrangements regarding the mechanics of provisioning and billing, arrangements for contacts between the parties, and non-binding service quality or performance standards);[6] (ii) settlement agreements;[7] and (iii) agreements regarding matters not subject to sections 251 or 252 (*e.g.*, interstate access services, local retail services, intrastate long distance, and network elements that have been removed from the national list of elements subject to

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[3] 47 U.S.C. § 252(a)(1).

[4] Qwest Petition at 10. Qwest contends that its interpretation of section 252(a)(1) is supported by the legislative history of the Telecommunications Act of 1996. *Id.* at 13-14.

[5] Qwest Petition at 29. Qwest also indicates that a description of basic operations support systems functionalities and options to which the parties have agreed should be filed and subjected to state commission approval. *Id.* at 29-30.

[6] Qwest Petition at 31-34.

[7] Qwest Petition at 34-36.

mandatory unbundling).[8]

4. Qwest states that a Commission ruling on this issue will eliminate the prospect of multiple, inconsistent rulings by state commissions and federal courts.[9] Qwest argues that a national policy concerning what must be filed under section 252(a)(1) is necessary to promote local competition, facilitate multi-state negotiations,[10] and prevent overbroad interpretations of this filing requirement.[11] According to Qwest, an overbroad interpretation would reduce the incentives of incumbents and competitive LECs to implement bilateral arrangements that could benefit both parties. For example, Qwest states that the public disclosure of contractual provisions such as settlements of past disputes might discourage the parties from entering into such arrangements.[12] Qwest also contends that an overbroad reading of section 252(a)(1) creates legal uncertainty with respect to the validity of agreements that have not gone through the prior state commission approval process.[13]

5. Most commenters oppose Qwest's petition,[14] arguing that it is unnecessary and that Qwest's proposal interprets too narrowly which agreements must be filed under section 252(a)(1).[15] For example, several commenters argue that service quality and performance standards relate to interconnection and are therefore appropriately included in interconnection agreements.[16] Commenters also contend that competitive LECs need dispute resolution, billing and provisioning provisions in their interconnection agreements.[17] The commenters also disagree with Qwest's view that only certain portions of agreements (related to section 251(b) or (c)) need to be filed for state commission approval and argue instead that the entire agreement

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8 Qwest Petition at 36-37.

9 Qwest Petition at 5.

10 Qwest Petition at 27.

11 Qwest Petition at 22.

12 Qwest Petition at 22.

13 Qwest Petition at 17-18, 23.

14 We note that Verizon filed comments to respond to, in its view, inaccurate statements made by certain commenters. *See* Verizon Reply at 1, 2-3.

15 *See, e.g.*, AT&T Comments at 16-18; Minnesota Department of Commerce Comments at 32-34; WorldCom Comments at 7; ALTS Reply at 4.

16 WorldCom Comments at 7; ALTS Reply at 4.

17 WorldCom Comments at 7; ALTS Reply at 4. Verizon, however, argues that agreements for unregulated services such as billing and collection are not interconnection agreements that must be filed under section 252. Verizon Reply at 2.

must be filed for state commission review and approval.[18]

6. The commenters dispute Qwest's assertions concerning the burden of "overfiling" agreements for state commission approval[19] and disagree with Qwest's interpretation of the legal status of agreements not filed under section 252 or not yet approved by state commissions under the same section.[20] Specifically, these commenters contend that nothing in section 252, or any other provision of the Act, provides that the parties are prohibited from abiding by the agreement's terms until a state commission completes its review of the negotiated agreement.[21] Moreover, according to AT&T, not only does the 90-day approval process not present any legal impediment to parties that would like to begin operating under the terms of a negotiated agreement prior to state commission approval, there is no practical impediment (*e.g.*, compliance jeopardy) because interconnection agreements are rarely rejected.[22]

III. DISCUSSION

7. We grant in part and deny in part Qwest's petition for a declaratory ruling. In issuing this decision, however, we believe that the state commissions should be responsible for applying, in the first instance, the statutory interpretation we set forth today to the terms and conditions of specific agreements. Indeed, we believe this is consistent with the structure of section 252, which vests in the states the authority to conduct fact-intensive determinations relating to interconnection agreements.[23]

8. We begin our analysis with the statutory language. Section 252(a)(1) provides that the binding agreement between the incumbent LEC and the requesting competitive LEC must include a "detailed schedule of itemized charges for interconnection and each service or network element included in the agreement."[24] In addition, section 251(c)(1) requires incumbent LECs to negotiate in good faith, in accordance with section 252, the particular terms and conditions of agreements to implement their duties set forth in sections 251(b) and (c).[25] Based on these

[18] AT&T Comments at 4, 6-9; Mpower Comments at 7; Sprint Comments at 3; WorldCom Comments at 6; ALTS Reply at 2.

[19] *See, e.g.*, AT&T Comments at 13; Sprint Comments at 3.

[20] AT&T Comments at 12; Minnesota Department of Commerce Comments at 38.

[21] AT&T Comments at 12; Minnesota Department of Commerce Comments at 38.

[22] AT&T Comments at 12-13, citing Qwest Petition at 9.

[23] As an example of the substantial implementation role given to the states, throughout the arbitration provisions of section 252, Congress committed to the states the fact-intensive determinations that are necessary to implement contested interconnection agreements. *See, e.g.*, 47 U.S.C. § 252(e)(5) (directing the Commission to preempt a state commission's jurisdiction only if that state commission fails to act to carry out its responsibility under section 252).

[24] 47 U.S.C. § 252(a)(1).

[25] 47 U.S.C. § 251(c)(1).

statutory provisions, we find that an agreement that creates an *ongoing* obligation pertaining to resale, number portability, dialing parity, access to rights-of-way, reciprocal compensation, interconnection, unbundled network elements, or collocation is an interconnection agreement that must be filed pursuant to section 252(a)(1).[26] This interpretation, which directly flows from the language of the Act, is consistent with the pro-competitive, deregulatory framework set forth in the Act. This standard recognizes the statutory balance between the rights of competitive LECs to obtain interconnection terms pursuant to section 252(i) and removing unnecessary regulatory impediments to commercial relations between incumbent and competitive LECs. We therefore disagree with Qwest that the content of interconnection agreements should be limited to the schedule of itemized charges and associated descriptions of the services to which the charges apply. Considering the many and complicated terms of interconnection typically established between an incumbent and competitive LEC, we do not believe that section 252(a)(1) can be given the cramped reading that Qwest proposes. Indeed, on its face, section 252(a)(1) does not further limit the types of agreements that carriers must submit to state commissions.

9. We are not persuaded by Qwest that dispute resolution and escalation provisions are *per se* outside the scope of section 252(a)(1).[27] Unless this information is generally available to carriers (*e.g.*, made available on an incumbent LEC's wholesale web site), we find that agreements addressing dispute resolution and escalation provisions relating to the obligations set forth in sections 251(b) and (c) are appropriately deemed interconnection agreements. The purpose of such clauses is to quickly and effectively resolve disputes regarding section 251(b) and (c) obligations. The means of doing so must be offered and provided on a nondiscriminatory basis if Congress' requirement that incumbent LECs behave in a nondiscriminatory manner is to have any meaning.[28]

10. Based on their statutory role provided by Congress and their experience to date, state commissions are well positioned to decide on a case-by-case basis whether a particular agreement is required to be filed as an "interconnection agreement" and, if so, whether it should be approved or rejected. Should competition-affecting inconsistencies in state decisions arise, those could be brought to our attention through, for example, petitions for declaratory ruling. The statute expressly contemplates that the section 252 filing process will occur with the states,

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[26] We therefore disagree with the parties that advocate the filing of *all* agreements between an incumbent LEC and a requesting carrier. *See* Office of the New Mexico Attorney General and the Iowa Office of Consumer Advocate Comments at 5. Instead, we find that only those agreements that contain an ongoing obligation relating to section 251(b) or (c) must be filed under 252(a)(1). Similarly, we decline Touch America's suggestion to require Qwest to file with us, under section 211, all agreements with competitive LECs entered into as "settlements of disputes" and publish those terms as "generally available" terms for all competitive LECs. Touch America Comments at 10, citing 47 U.S.C. § 211.

[27] Qwest Petition at 31-33.

[28] We note that Qwest has filed for state commission approval agreements containing both dispute resolution provisions and escalation clauses. *See, e.g.*, Qwest Supplemental Reply, WC Docket No. 02-148, at 26-27 (filed Aug. 30, 2002). We incorporate by reference this document into the record in the instant proceeding.

and we are reluctant to interfere with their processes in this area. Therefore, we decline to establish an exhaustive, all-encompassing "interconnection agreement" standard. The guidance we articulate today flows directly from the statute and serves to define the basic class of agreements that should be filed. We encourage state commissions to take action to provide further clarity to incumbent LECs and requesting carriers concerning which agreements should be filed for their approval. At the same time, nothing in this declaratory ruling precludes state enforcement action relating to these issues.[29]

11. Consistent with our view that the states should determine in the first instance which sorts of agreements fall within the scope of the statutory standard, we decline to address all the possible hypothetical situations presented in the record before us. We are aware, however, of some disagreement concerning interconnection agreement issues raised recently in another proceeding previously before the Commission.[30] Consequently, we determine that additional, specific guidance on these issues would be helpful.

12. The first matter concerns which settlement agreements, if any, must be filed under section 252(a)(1). We disagree with the blanket statement made by Qwest in its petition that "[s]ettlement agreements that resolve disputes between ILECs and CLECs over billing or other matters are not interconnection agreements under Section 252."[31] Instead, and consistent with the guidance provided above, we find that a settlement agreement that contains an ongoing obligation relating to section 251(b) or (c) must be filed under section 252(a)(1). Merely inserting the term "settlement agreement" in a document does not excuse carriers of their filing obligation under section 252(a) or prevent a state commission from approving or rejecting the agreement as an interconnection agreement under section 252(e). However, we also agree with Qwest that those settlement agreements that simply provide for "backward-looking consideration" (*e.g.*, the settlement of a dispute in consideration for a cash payment or the cancellation of an unpaid bill) need not be filed.[32] That is, settlement contracts that do not affect

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[29] This statement also applies to any state enforcement action involving previously unfiled interconnection agreements including those that are no longer in effect.

[30] *Application by Qwest Communications International Inc., Consolidated Application for Authority to Provide In-Region, InterLATA Services in Colorado, Idaho, Iowa, Nebraska and North Dakota*, WC 02-148 (filed June 13, 2002). *See also* Letter from Peter A. Rohrbach, Counsel for Qwest, to Marlene Dortch, Secretary, Federal Communications Commission, WC Docket Nos. 02-148, 02-189 (filed Sept. 10, 2002) (withdrawing Qwest's joint applications filed in both dockets); *Application by Qwest Communications International Inc., Consolidated Application for Provision of In-Region, InterLATA Services in Colorado, Idaho, Iowa, Nebraska and North Dakota*, WC Docket No. 02-148, *Application by Qwest Communications International Inc. for Authorization to Provide In-Region, InterLATA Services in the States of Montana, Utah, Washington and Wyoming*, WC Docket No. 02-189, Order, DA 02-2230 (rel. Sept. 10, 2002) (terminating both Qwest section 271 dockets).

[31] Qwest Petition at 34.

[32] Qwest Reply at 25-26. *See also* Minnesota Department of Commerce Comments at 6-7 (stating that it did not include in its complaint against Qwest filed with the Minnesota Public Utilities Commission "settlement agreements of what appear to be legitimate billing disputes").

an incumbent LEC's ongoing obligations relating to section 251 need not be filed.

13. Qwest has also argued, in another proceeding, that order and contract forms used by competitive LECs to request service do not need to be filed for state commission approval because such forms only memorialize the order of a specific service, the terms and conditions of which are set forth in a filed interconnection agreement.[33] We agree with Qwest that forms completed by carriers to obtain service pursuant to terms and conditions set forth in an interconnection agreement do not constitute either an amendment to that interconnection agreement or a new interconnection agreement that must be filed under section 252(a)(1).

14. Further, we agree with Qwest that agreements with bankrupt competitors that are entered into at the direction of a bankruptcy court or trustee and do not otherwise change the terms and conditions of the underlying interconnection agreement are not interconnection agreements or amendments to interconnection agreements that must be filed under section 252(a)(1) for state commission approval.[34] We are unaware of any carrier submitting such agreements for state commission approval under section 252. Directing carriers to do so has the potential to raise difficult jurisdictional issues between the bankruptcy court and regulators and could entangle carriers in inconsistent and, possibly, conflicting requirements imposed by state commissions, bankruptcy courts, and this Commission.

IV. ORDERING CLAUSE

15. Accordingly, IT IS ORDERED, pursuant to sections 4(i), 251, 252 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 251, 252, and section 1.2 of the Commission's rules, 47 C.F.R. § 1.2, that Qwest's Petition for Declaratory Ruling IS GRANTED IN PART and IS DENIED IN PART.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

[33] Letter from Peter A. Rohrbach, Counsel for Qwest, to Marlene Dortch, Secretary, Federal Communications Commission, WC Docket Nos. 02-148, 02-189, at 2-3 (filed Sept. 5, 2002). We incorporate by reference this letter into the record in the instant proceeding. *See also* Minnesota Department of Commerce Comments at 7 (stating that it also did not include in its complaint "day-to-day operational agreements that implement specific provisions of interconnection agreements" such as collocation agreements and applications for access to poles, ducts, conduits, and rights of way).

[34] Qwest Supplemental Reply, WC Docket No. 02-148, at 19-20 n.29 (filed Aug. 30, 2002).

Before the
Federal Communications Commission
Washington, D.C. 20554

FCC 96-333

In the Matters of	)	
Implementation of the Local Competition Provisions of the Telecommunications Act of 1996	)	CC Docket No. 96-98
Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers	)	CC Docket No. 95-185
Area Code Relief Plan for Dallas and Houston, Ordered by the Public Utility Commission of Texas	)	NSD File No. 96-8
Administration of the North American Numbering Plan	)	CC Docket No. 92-237
Proposed 708 Relief Plan and 630 Numbering Plan Area Code by Ameritech-Illinois	)	IAD File No. 94-102

SECOND REPORT AND ORDER AND MEMORANDUM OPINION AND ORDER

Adopted: August 8, 1996 **Released: August 8, 1996**

By the Commission:

3. Definition of "Interoperability"

a. Background and Comments

177. The Commission tentatively concluded that the term "interoperability," as used in section 251(c)(5), should be defined as "the ability of two or more facilities, or networks, to be connected, to exchange information, and to use the information that has been exchanged."[390] This definition of "interoperability" was taken from the *IEEE Standard Dictionary of Electrical and Electronics Terms*.[391] Commenters, including incumbent LECs, interexchange carriers, state commissions, and industry associations, are unanimous in their support for our tentative conclusion.[392] The Ohio Commission also suggests that we expand our definition of "interoperability" to "recognize that the exchange of traffic between an [incumbent local exchange carrier] and an interconnector must be seamless and transparent to both parties' end users."[393] No alternative definitions for the term "interoperability" were proposed by commenting parties.

b. Discussion

178. We define the term "interoperability" as "the ability of two or more facilities, or networks, to be connected, to exchange information, and to use the information that has been exchanged." As this definition of "interoperability" was taken from the *IEEE Standard Dictionary of Electrical and Electronics Terms*, we believe that this well established and widely accepted industry standard can be applied easily and consistently. We find that the concepts of seamlessness and transparency are already adequately incorporated into this definition's specific interoperability criteria, and that further exposition of these concepts is not necessary.

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[390] *NPRM* at para. 189.

[391] *See IEEE Standard Dictionary of Electrical and Electronics Terms* 461 (J. Frank ed. 1984).

[392] ALTS comments at 2; Ameritech comments at 25; AT&T comments at 23; District of Columbia Commission comments at 6-7; GCI comments at 4; Illinois Commission comments at 4; MCI comments at 15; MFS comments at 12-13; Ohio Commission comments at 4; Telecommunications Resellers Association comments at 12; U S WEST comments at 12.

[393] Ohio Commission comments at 4.

APPENDIX 911

AT&T-(state) proposed language is bolded and underlined
Intrado Comm proposed language is italicized and bolded

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APPENDIX 911

While AT&T responds to the redlines offered by Intrado it does so with this caveat: AT&T does not believe that Intrado is entitled to an interconnection agreement under federal law. *Intrado Comm disagrees.*

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions by which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) and CLEC will provide each other with access to the applicable 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to Public Safety Answering Point (PSAPs) as required by Section 251 of the Act.

1.2 The Parties acknowledge and agree that the Parties can only provide 911/E911 Service in a territory where the Party is the E911 network provider, and then only that E911 Service configuration as purchased by the E911 Customer. The Parties' E911 Selective Routers and E911 Database Management System are by mutual agreement being provided under this Agreement on an "as is" basis.

1.3 Each Party shall provide access to its respective E911 Selective Routers as described herein only where a PSAP and/or E911 Customer served by the E911 Selective Routers has requested and approved the Party to carry E911 Emergency Services call, **which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer.**

1.4 If a 911/E911 Customer requests either Party to establish a PSAP to PSAP transfer arrangement, the Parties will ***discuss and establish operational procedures*** **negotiate such a separate agreement** consistent with the 911/E911 Customer 's request for such an arrangement. **The 911/E911 Customer will be a party to this separate agreement.**

2. DEFINITIONS

2.1 **"911 Service"** means a service that uses a universal telephone number to provide the public access to the PSAP by dialing 911. Basic 911 Service collects 911 calls from one or more local exchange switches that serve a geographic area.

2.2 **"911 System"** or **"E911 System"** means the set of network, database and customer premise equipment (CPE) components required to provide 911 Service.

2.3 **"911 Trunk"** or **"E911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from **AT&T-(STATE)*'s End Office*** or CLEC 's switch to the E911 System.

2.4 **"911 Selective Router Trunk"** or "E911 Selective Router Trunk" means a trunk from a Selective Router capable of transmitting Automatic Number Identification (ANI) associated with an End User call to 911. The 911 Selective Router Trunk may be between a Selective Router and a PSAP or between Selective Routers. The latter configuration may also be known as an Inter-Selective Router Trunk.

2.5 **"Automatic Location Identification"** or **"ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.6 **"Automatic Number Identification"** or **"ANI"** means the telephone number associated with a communications device that originates an emergency call, which is the number used to route an E911 call to the appropriate PSAP for use in retrieving the associated ALI record for display to the call taker, the access line from which a call to 911 originates.

2.7 **"Company Identifier"** or **"Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.8 **"Database Management System"** or **"DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E911 Systems.

2.9 **"Designated 911/E911 Service Provider"** means the entity designated by the 911/E911 Customer to provide 911 services to the PSAPs in their jurisdictional serving area.

2.10 **"911/E911 Customer"** or **"PSAP"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.11 **"E911 Universal Emergency Number Service"** (also referred to as **"Enhanced 911 Service"**) or **"E911 Service"** is a communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.

2.12 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.13 **"Emergency Service Number"** or **"ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.14 **"End Office"** or **"End Office Switch"** means a switching machine that directly terminates traffic to and receives traffic from End users purchasing local exchange services. A PBX is not considered an End Office Switch.

2.15 **"Master Street Address Guide"** means a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E911 calls.

2.16 **"National Emergency Number Association"** or **"NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, recommend standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.17 **"Pseudo-ANI"** or **"pANI"** means a telephone number used to support routing of wireless 911 calls or nomadic VoIP 911 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed. Pseudo-ANI is also known as routing number.

2.18 ***Intentionally Omitted.*** **"Point of Interconnection" or "POI" means a point on the AT&T-(STATE) network (E911 Selective Router building) identified by CLEC where the Parties deliver 911/E911 traffic to each other, and also serves as a demarcation point between the facilities to which each Party is responsible to provide.**

2.19 **"Public Safety Answering Point"** or **"PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.20 **"Selective Routing"** means the routing and equipment used at a **"E911 Selective Router"** or **"911/E911 Tandem"** to route a 911 call to the proper PSAP based upon the number and location of the caller. Selective Routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

2.21 **"Shell Records"** means those database records associated with Pseudo-ANI telephone numbers. Shell Records facilitate call delivery and the appropriate ALI display for wireless 9-1-1 calls and nomadic VoIP 911 calls.

2.22 **"Interconnected Voice over Internet Protocol Service"** or **"Interconnected VoIP Service"** means a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires IP-compatible customer premises equipment (CPE); and (4) permits users to generally receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

3. AT&T-(STATE) RESPONSIBILITIES WHERE AT&T-(STATE) IS THE DESIGNATED 911/E911 SERVICE PROVIDER

3.1 **AT&T-(STATE)** shall provide and maintain such equipment at the **AT&T-(STATE)** E911 Selective Router and the DBMS as is necessary to provide CLEC E911 Emergency Services at parity with that of **AT&T-(STATE)** retail End Users. **AT&T-(STATE)** shall provide CLEC access to the **AT&T-(STATE)** 911 System as described in this section.

3.2 Call Routing

3.2.1 **AT&T-(STATE)** will route 911 calls from the **AT&T-(STATE)** E911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 **AT&T-(STATE)** will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **AT&T-(STATE)** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, **AT&T-(STATE)** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **AT&T-(STATE)** shall provide and maintain sufficient dedicated E911 Selective Router Trunks from **AT&T-(STATE)**'s E911 Selective Router to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **AT&T-(STATE)** will, if requested, provide facilities to interconnect the CLEC to the **AT&T-(STATE)** ***POI*** **E911 Selective Router**, as specified in the applicable **AT&T-(STATE)** Appendix Pricing **or**

tariff. Additionally, when diverse facilities are requested by CLEC, **AT&T-(STATE)** will provide such diversity where technically feasible, as specified in Appendix Pricing **or at standard AT&T-(STATE) tariff rates**.

3.4 Database

3.4.1 Where **AT&T-(STATE)** is designated by the E911 Customer to manage the E911 Database **AT&T-(STATE)** shall provide CLEC access to the **AT&T-(STATE)** E911 Database to store CLEC's End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 Where **AT&T-(STATE)** manages the E911 Database, **AT&T-(STATE)** shall coordinate access to the **AT&T-(STATE)** DBMS for the initial loading and updating of CLEC End User 911 Records by CLEC.

3.4.3 Where **AT&T-(STATE)** manages the E911 Database, **AT&T-(STATE)'s** E911 Database shall accept electronically transmitted files ***to support ALI interoperability*** that are based upon NENA recommended standards. Manual (i.e. facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

3.4.4 Where **AT&T-(STATE)** manages the E911 Database, **AT&T-(STATE)** shall provide an initial MSAG load and updates to CLEC for use in submitting MSAG valid End User record information to **AT&T-(STATE)'s** DBMS for those E911 Selective Routers that CLEC has End Users. CLEC shall be responsible for accepting and maintaining the updates from **AT&T-(STATE)**. **AT&T-(STATE)** will make updates available as frequently as each state's system currently provides.

3.4.5 AT&T-(STATE) shall collaboratively work with CLEC to maintain the necessary steering tables to support exchange of ALI between the Parties' respective E911 Systems. **Intentionally Omitted.**

4. CLEC RESPONSIBILITIES WHERE AT&T-(STATE) IS THE DESIGNATED 911/E911 SERVICE PROVIDER

4.1 Call Routing

4.1.1 CLEC will transport 911 calls to each Point of Interconnection (POI). **AT&T-(STATE)** shall transport CLEC traffic from the POI(s) to the **AT&T-(STATE)** Selective Router.

4.1.2 CLEC will forward the ANI information of the party calling 911 to the **AT&T-(STATE)** E911 Selective Router.

4.2 Facilities and Trunking

4.2.1 CLEC shall ***arrange to deliver 911 traffic to*** **provide interconnection trunking at** each **AT&T-(STATE)** 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 Selective Routers and CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper ***POI(s)*** **E911 Selective Router**.

4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 emergency service calls to from the E911 Selective Router to the **AT&T-(STATE)** E911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

AT&T-(state) proposed language is bolded and underlined
Intrado Comm proposed language is italicized and bolded

4.2.3.1 CLEC is responsible for providing a separate E911 Trunk group for each county or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where MF signalling is used and PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 Trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.3.2 CLEC shall segregate wireless traffic on separate E911 Trunk(s) groups following the same requirements outlined in 4.2.3 and 4.2.3.1.

4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the **AT&T-(STATE)** ***POI(s)*** **E911 Selective Router.**

4.2.5 CLEC shall order via Access Service Request (ASR) sufficient trunking to route CLEC's originating 911 calls to the designated **AT&T-(STATE)** E911 Selective Router.

4.2.6 A diverse (i.e., separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.

4.2.7 CLEC is responsible for determining the proper quantity of trunks from its switch(es) to interconnect with the **AT&T-(STATE)** E911 Selective Router.

4.2.8 CLEC shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law.

4.2.9 CLEC shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 Trunks for interconnection with AT&T-(STATE).

4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the **AT&T-(STATE)** 911 Selective Router(s). CLEC is responsible for advising **AT&T-(STATE)** of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying **AT&T-(STATE)** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T-(STATE)** will refer network trouble to CLEC if no defect is found in **AT&T-(STATE)**'s 911 network. The Parties agree that 911 network problem will be managed expeditiously and the Parties will work cooperatively until problems are resolved.

4.3 Database

4.3.1 Once the 911 interconnection between CLEC and **AT&T-(STATE)** has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **AT&T-(STATE)** for inclusion in **AT&T-(STATE)**'s DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in the electronic format established by **AT&T-(STATE)**.

4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with industry standards.

4.3.4 CLEC is responsible for providing **AT&T-(STATE)** updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of its data to the **AT&T-(STATE)** 911 DBMS.

5. CLEC RESPONSIBILITIES WHERE CLEC IS DESIGNATED 911/E911 SERVICE PROVIDER

5.1 CLEC shall provide and maintain such equipment at the CLEC E911 Selective Router and the DBMS as is necessary to provide to **AT&T-(STATE)** E911 Emergency Services at parity with that of CLEC's **customers** ***End Users***. CLEC shall provide **AT&T-(STATE)** access to CLEC's 911 System as described in this Section.

5.2 Call Routing

5.2.1 CLEC will route 911 calls from the CLEC E911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

5.2.2 CLEC will forward the calling party number (ANI) it receives from **AT&T-(STATE)** and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by **AT&T-(STATE)**, CLEC will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by **AT&T-(STATE)**, but no ALI record is found in the E911 DBMS, CLEC will report this "No Record Found" condition to **AT&T-(STATE)** in accordance with NENA standards.

5.3 Facilities and Trunking

5.3.1 CLEC shall provide and maintain sufficient dedicated E911 Selective Router Trunks from CLEC's E911 Selective Router to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

5.4 Database

5.4.1 Where CLEC manages the E911 Database, CLEC shall provide **AT&T-(STATE)** access to the E911 Database to store **AT&T-(STATE)**'s End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of **AT&T-(STATE)**'s End Users). **AT&T-(STATE)** or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

5.4.2 Where CLEC manages the E911 Database, CLEC shall coordinate access to the CLEC DBMS for the initial loading and updating of **AT&T-(STATE)** End User 911 Records by **AT&T-(STATE)**.

5.4.3 Where CLEC manages the E911 Database, CLEC's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

5.4.4 Where CLEC manages the E911 Database, CLEC shall provide an initial MSAG load and daily updates to **AT&T-(STATE)** for use in submitting MSAG valid End User record information to CLEC's DBMS. **AT&T-(STATE)** shall be responsible for accepting and maintaining the daily updates from CLEC.

6. AT&T-(STATE) RESPONSIBILITIES WHERE CLEC IS THE DESIGNATED 911/E911 SERVICE PROVIDER

6.1 Call Routing

6.1.1 **AT&T-(STATE)** will transport 911 calls from its End Offices to the CLEC POI(s). This traffic may be aggregated but not switched after **AT&T-(STATE)** End Office origination and prior to delivery to the CLEC E911 Selective Router. In the event **AT&T-(STATE)'s** End Office has End Users served by more than one E911 Selective Router network, **AT&T-(STATE)** will transport 911 calls from its End Offices to the **AT&T-(STATE)** E911 Selective Router location. ***AT&T-(STATE) shall not deliver its End Users' 911 Service or E911 Service calls originating outside of CLEC's 911/E911 serving area to CLEC's network except as noted in this Section.***

6.1.1.1. ***Split Wire Center Call Delivery Exception – Where it is technically infeasible for AT&T-(STATE) to segregate its End Users' 911 Service or E911 Service call traffic associated with an End Office Wire Center and w***Where an End Office Wire Center serves End Users both within and outside of the CLEC network serving area, **AT&T-(STATE)** shall work cooperatively with CLEC and the affected E911 Customer(s) (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E911 Service provider will ***sort the 911 Service and E911 Service traffic offered over direct trunking from the split End Office Wire Center to determine which calls must be handed-off*** **serve as the "primary" Selective Routing provider for direct trunking from the split wire center, determined by a clear majority based on the Number of Access Lines (NALs) served by the Designated Primary Wireline Service Provider;** and (iii) to establish which 911/E911 Service provider will **be serve as the "secondary" Selective Routing provider** receiving a call hand-off from ***the 911/E911 Service provider performing the call sorting function*** **the primary Selective Routing provider**.

~~6.1.1.2~~ **Intentionally Omitted.** ***Split Wire Center Call Delivery Cost – AT&T-(STATE) shall be responsible for any and all costs incurred by CLEC resulting from AT&T-(STATE)'s inability to segregate its End Users' 911 Service or E911 Service call traffic at an End Office level and resulting in call hand-offs from CLEC's network to another 911/E911 Service provider's network.***

~~6.1.1.3~~ **Intentionally Omitted.** ***Split Wire Center "Partially Deployed" 911 Exception – Where AT&T-(STATE) is technically incapable of segregating its End Users' 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End Users that are within CLEC's network serving area and E911 Customers that have not deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire End Office shall be delivered to CLEC for call delivery to the appropriate E911 Customer.***

6.1.2 **AT&T-(STATE)** will forward the ANI information of the party calling 911 to the CLEC E911 Selective Router.

6.2 Facilities and Trunking

6.2.1 **AT&T-(STATE)** shall order via ASR E911 Trunking with each CLEC E911 Selective Router that serves the exchange areas in which **AT&T-(STATE)** is authorized to and will provide telephone exchange service.

6.2.2 **AT&T-(STATE)** acknowledges that its End Users in a Wire Center may be served by different E911 Selective Routers, and **AT&T-(STATE)** shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper CLEC POI(s).

6.2.3 **AT&T-(STATE)** shall provide a minimum of two (2) one-way outgoing 911 Trunk(s) dedicated for originating 911 emergency service calls from its End Offices to each CLEC E911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

6.2.3.1 **AT&T-(STATE)** is responsible for providing a separate E911 Trunk group for each county or other geographic area that **AT&T-(STATE)** serves if the E911 Customer for such county or geographic area has a specified varying default routing condition.

6.3 **AT&T-(STATE)** shall maintain facility transport capacity sufficient to route 911 traffic over trunks on dedicated 911 facilities between the **AT&T-(STATE)** switch and the ***CLEC POI(s)*** **AT&T-(STATE) E911 Selective Router location**.

6.3.1 **AT&T-(STATE)** shall provide sufficient trunking to route **AT&T-(STATE)**'s originating 911 calls to the designated CLEC E911 Selective Router. A diverse (i.e., separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. **AT&T-(STATE)** is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.

6.3.2 **AT&T-(STATE)** is responsible for determining the proper quantity of trunks from its switch(es) to the CLEC E911 Selective Router. **AT&T-(STATE)** is responsible for determining the proper quantity of facilities from its switch(es) to the ***CLEC POI(s)*** **AT&T-(STATE) E911 Selective Router location**.

6.3.3 **AT&T-(STATE)** shall engineer its 911 Trunk to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law.

6.3.4 **AT&T-(STATE)** shall monitor its 911 Trunks for the purpose of determining originating network traffic volumes. If **AT&T-(STATE)**'s traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, **AT&T-(STATE)** shall provision additional 911 trunks for interconnection with CLEC.

6.3.5 **AT&T-(STATE)** is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems on **AT&T-(STATE)**'s side of the POI. **AT&T-(STATE)** is responsible for advising CLEC of the 911 Trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying CLEC of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CLEC will refer network trouble to **AT&T-(STATE)** if no defect is found in CLEC's 911 network. The Parties agree that 911 network problems will be managed expeditiously and the Parties will work cooperatively until problems are resolved.

6.4 Database

6.4.1 Once the 911 interconnection between **AT&T-(STATE)** and CLEC has been established and tested, **AT&T-(STATE)** or its representatives shall be responsible for providing **AT&T-(STATE)**'s End User 911 Records to CLEC for inclusion in CLEC's DBMS on a timely basis.

6.4.2 **AT&T-(STATE)** or its agent shall provide initial and ongoing updates of **AT&T-(STATE)**'s End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

6.4.3 **AT&T-(STATE)** shall adopt use of a Company ID on all **AT&T-(STATE)** End User 911 Records in accordance with NENA standards

6.4.4 **AT&T-(STATE)** is responsible for providing CLEC updates to the E911 database; in addition, **AT&T-(STATE)** is responsible for correcting any errors that may occur during the entry of their data to the CLEC 911 DBMS.

7. RESPONSIBILITIES OF BOTH PARTIES

7.1 Both Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls to the 911 Selective Router(s).

7.1.1 **AT&T-(STATE)** and CLEC will cooperate to promptly test all trunks and facilities between their network(s) and Selective Router(s). The Parties agree that they will not pass live traffic until successful testing is completed by both Parties.

7.2 911 Surcharge Remittance to PSAP

7.2.1 The Parties agree that:

7.2.1.1 Each Party is responsible for collecting and remitting applicable 911 surcharges or fees from their respective End Users directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

7.2.1.2 Each Party collecting and remitting 911 surcharges from its respective End Users is responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines) in accordance with Applicable Law.

7.2.2 For CLEC as a Reseller, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:

7.2.2.1 CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

7.2.2.2 **AT&T-(STATE)** shall include Reseller CLEC information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

7.3 ALI Database Responsibilities

7.3.1 Where CLEC has been designated the 911 Service Provider for a 911 Customer contiguous to an **AT&T-(STATE)** 911 Customer, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls), each Party shall load pANI Shell Records and update ALI steering tables in their respective ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls).

7.3.2. Intentionally Omitted.

7.3.3 Where CLEC has been designated the 911 Service Provider for a 911 Customer contiguous to an **AT&T-(STATE)** 911 Customer, and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer the Parties shall work cooperatively to establish methods and procedures to support PSAP to PSAP call transfer with ALI for 911 calls.

7.4 Inter Selective Routing Trunks

7.4.1 Where CLEC is the E911 Service Provider for a 911 Customer that is contiguous to an **AT&T-(STATE)** 9-1-1 Customer, CLEC and **AT&T-(STATE)** may deploy bi-directional Inter-SR Trunking using one-way trunk configurations that will allow transfers between PSAPs subtending **AT&T-(STATE)** E911 Selective Routers and PSAPs subtending on CLEC Selective Routers. CLEC will be responsible for deploying and maintaining one-way trunks from CLEC's E911 routing network for PSAP call transfers from CLEC subtending PSAPs to **AT&T-(STATE)** subtending PSAPs. **AT&T-(STATE)** will be responsible for deploying and maintaining one-way trunks from the **AT&T-(STATE)** Selective Router for PSAP call transfers from the **AT&T-(STATE)** subtending PSAPs to CLEC subtending PSAPs.

7.4.1.1 Configuration of Inter-Selective Router Trunk groups shall be designed to support the existing E911 generic of the **AT&T-(STATE)** E911 Selective Router tandem. **AT&T-(STATE)** will notify CLEC of any upgrades to the **AT&T-(STATE)** E911 generic in the SR.

7.4.1.2 Each Party will have a sufficient number of inter-Selective Router Trunks to support simultaneous inter-Selective Router tandem PSAP call transfers such that a P.01 grade of service is attained.

7.4.1.3 Where technically feasible, each Party will establish and maintain appropriate Selective Routing Trunk routing translations as necessary to support inter-tandem E911 PSAP call transfer capability requested by the 911 Customer.

7.4.1.4 Each Party will provide the appropriate number of one-way outgoing 911 Selective Router Trunks over diversely routed facilities between Selective Routers to enable transfer of 911 calls between PSAPs served by CLEC's E911 routing network and PSAPs served by **AT&T-(STATE)**'s E911 routing network.

7.4.1.5 The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer ***and each Party shall notify the other of changes, additions, or deletions to their respective inter-Selective Router dial plans.***

7.4.1.6 Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing Trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Routing Trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

8. METHODS AND PRACTICES

8.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of the Party's Commission-ordered tariff(s), and (iv) the principles expressed in the recommended standards published by NENA.

9. CONTINGENCY

9.1 ***Intentionally Omitted.*** **The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide trunking and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.**

9.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **AT&T-(STATE)** and CLEC. **Each Party's specifications shall be documented in a state specific form, if applicable. If applicable CLEC shall complete its portion**

of a state specific form and submit it to AT&T-(STATE) or appropriate E911 Authority, not later than forty-five (45) days prior to the passing of live traffic. AT&T-(STATE) shall complete its portion of a state specific form and return it to CLEC not later than forty-five (45) days prior to the passing of live traffic.

9.3 ***Intentionally Omitted.*** **The Parties must obtain documentation of approval of the completed state specific form from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which each Party's End Users are located. Each Party shall provide documentation of all requisite approval(s) to the other Party prior to use of the E911 connection for actual emergency calls.**

9.4 ***Intentionally Omitted.*** **Each Party has designated a representative who has the authority to complete any state specific forms to this Appendix when necessary to accommodate expansion of the geographic area of either Party into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. Each Party must obtain approval of each additional state specific form, as set forth in Section 9.2, and shall furnish documentation of all requisite approval(s) of each additional state specific form in accordance with Section 9.2.**

9.5 Intentionally Omitted.

10. BASIS OF COMPENSATION

10.1 Rates for access to the Parties' 911 and E911 Databases, trunking and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act as set forth in the **AT&T-(STATE)** Appendix Pricing **or the applicable Party's Commission-approved access tariff.**

11. LIABILITY

11.1 **AT&T-(STATE)**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **AT&T-(STATE)** shall not be liable to CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **AT&T-(STATE)** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

11.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **AT&T-(STATE)**, CLEC shall not be liable to **AT&T-(STATE)**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **AT&T-(STATE)** until service is restored.

11.3 Each Party agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss arising out of either Party's 911 System hereunder or out of either Party's customers' or End Users' use of the 911 System, whether suffered, made, instituted or asserted by their respective customers or End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by their respective customers or End Users or others.

11.4 Each Party also agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any

person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the calling party accessing the 911 System provided hereunder.

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration	)	CC Docket No. 00-218
	)	
In the Matter of Petition of Cox Virginia Telcom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon-Virginia, Inc. and for Arbitration	)	CC Docket No. 00-249
	)	
In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc.	)	CC Docket No. 00-251

MEMORANDUM OPINION AND ORDER

Adopted: July 17, 2002 **Released: July 17, 2002**

By the Chief, Wireline Competition Bureau:

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section of the Act, Commission rule or order) and the petitioner's proposed language is a mere recitation of that Commission rule or order, we typically conclude that the petitioner's proposal adds little to no value to the contract. Simply memorializing a Commission requirement in an interconnection agreement is unnecessary to ensure a carrier's rights or make clear a carrier's obligations with respect to that requirement. Indeed, we find it unlikely that quoting or paraphrasing a Commission rule in the parties' contract would reduce the likelihood of disputes over interpretation of that rule.

34. Including language that requires Verizon to comply with all applicable law affords a petitioner the same contractual remedies that would be available if the contract paraphrased the relevant Commission rule. Moreover, for those issues that we arbitrate, quoting a Commission rule will not "grandfather" or insulate it from the contract's change of law clause. To be clear, pursuant to section 252(a), and subject to the disclosure requirements of section 252(h), parties are permitted to negotiate terms and conditions without regard to subsections (b) and (c) of section 251. [71] In other words, if they so choose, the parties may memorialize in the contract a Commission rule or directive and exempt it from the agreement's change of law language. Similarly, they may agree to terms that are not compelled by, or are even inconsistent with, sections 251(b) and (c) of the Act. However, if the parties have not reached such an understanding and have asked the Commission to arbitrate their dispute, we will do so based on existing law and expect that any change in that law will be reflected in the contract. Notwithstanding this general approach towards use of the term "applicable law," we find that language clarifying a particular rule, or adding details of how the rule should operate in a commercial environment, may well be appropriate for adoption, if the proposed language is consistent with the Commission's rules and the Act.[72]

35. Finally, we note briefly that, in addressing the parties' disputes, we attempt to dispose fully of the substantive issue that the parties have presented and to provide adequate direction on how the parties should memorialize our decision in their respective interconnection agreements. As discussed above, our decision may take the form of adopting or rejecting proffered language, or adopting one side's language in modified form. We emphasize, however, that we have largely restricted ourselves to addressing the issues and the contract language that the parties have directly placed at issue through their presentations during the hearings we conducted and, most importantly, through their post-hearing briefs. There may be instances in which we have not specifically spoken to particular contract language because neither party addressed it in their advocacy, although it may have appeared in the contracts that the parties submitted after the hearings or even have appeared under a particular issue number in the JDPL. In those cases, we expect that the parties will generally be able to apply the analysis of the relevant portion of this order and the Commission precedents discussed therein to resolve any remaining disputes that they may have relating to contract language that the parties – and therefore the Bureau – left unaddressed.

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[71] *See* 47 U.S.C. § 252(a), (h).

[72] *See, e.g.*, Issue VI-3-B, *infra*.

(ii) Discussion

51. We adopt the petitioners' proposed interconnection language, rather than Verizon's proposed language implementing its "GRIPS" and "VGRIPS" proposals.[116] We find that petitioners' language more closely conforms to the Commission's current rules governing points of interconnection and reciprocal compensation than do Verizon's proposals. Because we adopt the petitioners' proposals, rather than Verizon's, we also determine that WorldCom's motion and Cox's objection are moot with respect to Issue I-1.

52. Under the Commission's rules, competitive LECs may request interconnection at any technically feasible point.[117] This includes the right to request a single point of interconnection in a LATA.[118] The Commission's rules implementing the reciprocal compensation provisions in section 252(d)(2)(A) prevent any LEC from assessing charges on another telecommunications carrier for telecommunications traffic subject to reciprocal compensation that originates on the LEC's network.[119] Furthermore, under these rules, to the extent an incumbent LEC delivers to the point of interconnection its own originating traffic that is subject to reciprocal compensation, the incumbent LEC is required to bear financial responsibility for that traffic. The interplay of these rules has raised questions about whether they lead to the deployment of inefficient or duplicative networks.[120] The Commission is currently examining the interplay of these rules in a pending rulemaking proceeding.[121] As the Commission recognized in that proceeding, incumbent LECs and competitive LECs have taken opposing views regarding application of the rules governing interconnection and reciprocal compensation.[122]

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[116] With respect to AT&T, we adopt AT&T's November Proposed Agreement, §§ 4.1 *et seq.* and 4.2 *et seq.*, and Schedule 4 (except for certain provisions modified or rejected elsewhere in this Order, such as in Issue III-3/III-3-a and Issue V-1/V-8); and reject Verizon's November Proposed Agreement, §§ 1.45(a), 1.63, 4.1 *et seq.*, 4.2 *et seq.*, 5.7.3 and 5.7.6 *et seq.* With respect to Cox, we adopt Cox's November Proposed Agreement, § 4.2 *et seq.*; and reject Verizon's November Proposed Agreement, § 4.2.2 *et seq.* With respect to WorldCom, we adopt WorldCom's November Proposed Attachment IV, §§ 1.1 through 1.1.3.3, and 1.3 through 1.3.2; and reject Verizon's November Proposed Agreement, Part B, §§ 2.49 and 2.71, and Interconnection Attachment, §§ 2.1 *et seq.*, 2.5, 7.1 *et seq.* and 7.5 *et seq.*

[117] *See* 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305(a)(2).

[118] *See Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92, Notice of Proposed Rulemaking, 16 FCC Rcd 9610, 9634, 9650, paras. 72, 112 (2001) (*Intercarrier Compensation NPRM*); *SWBT Texas 271 Order*, 16 FCC Rcd at 18390, para. 78 n.174.

[119] *See* 47 C.F.R. § 51.703(b).

[120] *See Intercarrier Compensation NPRM*, 16 FCC Rcd at 9617, para. 14.

[121] *See id.*, 16 FCC Rcd at 9650-52, paras. 112-14.

[122] *See id.*, 16 FCC Rcd at 9650, para. 112.

53. We find that the petitioners' proposed language more closely conforms to our existing rules and precedent than do Verizon's proposals.[123] Verizon's interconnection proposals require competitive LECs to bear Verizon's costs of delivering its originating traffic to a point of interconnection beyond the Verizon-specified financial demarcation point, the IP. Specifically, under Verizon's proposed language, the competitive LEC's financial responsibility for the further transport of Verizon's traffic to the competitive LEC's point of interconnection and onto the competitive LEC's network would begin at the Verizon-designated competitive LEC IP, rather than the point of interconnection.[124] By contrast, under the petitioners' proposals, each party would bear the cost of delivering its originating traffic to the point of interconnection designated by the competitive LEC. The petitioners' proposals, therefore, are more consistent with the Commission's rules for section 251(b)(5) traffic, which prohibit any LEC from charging any other carrier for traffic originating on that LEC's network; they are also more consistent with the right of competitive LECs to interconnect at any technically feasible point.[125] Accordingly, we adopt the petitioners' proposals.

54. Verizon raises serious concerns about the apportionment of costs caused by a competitive LEC's choice of points of interconnection, such as, for example, the apportionment of costs for virtual FX traffic transported to distant points of interconnection.[126] As we have noted, the Commission is currently examining similar concerns on an industry-wide basis in a pending rulemaking proceeding.[127] Should the Commission's rules governing interconnection and reciprocal compensation change during that proceeding, we expect the agreements' change of law provisions to apply. As we indicate above, however, in this proceeding, we will decide the issues presented based on the Commission's existing rules, and the petitioners' interconnection proposals more closely conform to those rules than do Verizon's proposals.

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[123] We note that the Commission declined to find that policies similar to GRIPs and VGRIPs violated the Act in the *Verizon Pennsylvania 271 Order*. *See Application of Verizon Pennsylvania Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks, Inc., and Verizon Select Services, Inc. for Authorization to Provide In-Region, InterLATA Services in Pennsylvania*, Memorandum Opinion and Order, 16 FCC Rcd 17419, 17474-75, para. 100 (2001) (*Verizon Pennsylvania 271 Order*). The Commission has not, however, required that all "new and unresolved interpretive disputes about the precise content of an incumbent LEC's obligations" be resolved in a Bell Operating Company's (BOC) favor in order for the BOC's section 271 application to be granted. *See Joint Application by SBC Communications Inc., Southwestern Bell Tel. Co., and Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma*, Memorandum Opinion and Order, 16 FCC Rcd 6237, 6246-47, para. 19 (2001) (*SWBT Kansas/Oklahoma 271 Order*). Thus, the *Verizon Pennsylvania 271 Order* is not determinative of the question we address here, which is whether Verizon's or petitioners' language is more consistent with the Act and our rules.

[124] *See* Verizon Network Architecture Brief at 6. Verizon states that a competitive LEC could discharge that financial responsibility, for example, by purchasing UNE transport from Verizon. *See id.* at 6.

[125] 47 C.F.R. § 51.703(b).

[126] For a more extensive discussion of Verizon's concerns regarding virtual FX traffic, *see infra*, Issue I-6.

[127] *See Intercarrier Compensation NPRM* at 9634-38, 9650-52, paras. 69-77, 112-15.

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
Developing a Unified Intercarrier Compensation Regime	)	CC Docket No. 01-92
	)	

NOTICE OF PROPOSED RULEMAKING

Adopted: April 19, 2001 **Released:** April 27, 2001

Comment Date: 90 days after publication in the Federal Register
Reply Comment Date: 135 days after publication in the Federal Register

By the Commission: Chairman Powell and Commissioner Ness issuing separate statements; Commissioner Furchtgott-Roth concurring and issuing a statement

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of various implementation problems,[175] however, the Commission has never ordered a peak-load pricing rate structure, though it has permitted such rate structures. In implementing the reciprocal compensation provisions of the 1996 Act, for example, the Commission permitted states to adopt alternative rate structures, including: (1) a higher rate for peak periods; (2) a uniform per-minute rate; (3) a capacity-based rate; or (4) a bill-and-keep arrangement, provided that traffic is relatively balanced.[176] States, however, in applying the Commission's rules governing reciprocal compensation, have generally adopted average per-minute rates. Similarly, with respect to interstate access charges, the Commission has permitted ILECs to charge either a uniform per-minute rate to recover the costs of switching, or a two-part tariff consisting of a call setup charge and a per-minute charge.[177] The Commission has also sought comment on whether it should adopt capacity-based charges to recover switching costs.[178]

110. Our recent experience with ISP reciprocal compensation issues suggests certain questions about the use of uniform per-minute charges to recover the traffic-sensitive costs of termination. In particular, it appears that the Commission may have underestimated the inefficiencies associated with the use of uniform per-minute prices. Accordingly, we seek comment first on whether an average per-minute rate structure can efficiently recover the traffic sensitive costs of interconnection, whether for reciprocal compensation or for access charges. If parties believe that such a rate structure is inherently inefficient, then we ask them to propose alternative, more efficient rate structures. We also seek comment on whether the Commission overestimated the practical difficulties associated with peak-load pricing arrangements. In particular, we seek comment on: (1) how to deal with the practical, implementation problems associated with peak-load pricing; and (2) whether a peak-load pricing structure can eliminate the regulatory arbitrage opportunities of the existing interconnection pricing regimes.

111. We also invite comment on whether alternative rate structures would be more efficient, and whether they would eliminate some of the problems we are currently experiencing. For example, we ask parties to comment on the advantages and disadvantages of using a capacity-based rate structure, and a multi-part rate structure that includes both a call set-up charge and a per-minute charge. Finally, we invite parties to propose alternative rate structures that they believe would be more efficient, and to explain the basis for their belief.

c. Single Point of Interconnection Issues

112. As previously mentioned, an ILEC must allow a requesting telecommunications carrier to interconnect at any technically feasible point, including the option to interconnect at a

[175] The practical difficulties associated with peak-load pricing schemes include: (1) that peak traffic volumes may occur at different times in different areas (*e.g.*, between a downtown business area and a residential suburb); (2) that peak periods may change over time (*e.g.*, in response to increasing Internet use); and (3) that implementing a peak-load pricing scheme may cause a shift in the peak.

[176] *See* 47 C.F.R. §§ 51.507(c), 51.713; *Local Competition Order*, 11 FCC Rcd. at 15878-79 ¶¶ 755-757, 16028-29 ¶¶ 1063-64.

[177] *See* 47 C.F.R. § 69.106.

[178] *Pricing Flexibility Order and NPRM*, 14 FCC Rcd. at 14328-30 ¶¶ 211-16.

single POI per LATA.[179] Our current reciprocal compensation rules preclude an ILEC from charging carriers for local traffic that originates on the ILEC's network.[180] These rules also require that an ILEC compensate the other carrier for transport[181] and termination[182] for local traffic that originates on the network facilities of such other carrier.[183] Application of these rules has led to questions concerning which carrier should bear the cost of transport to the POI, and under what circumstances an interconnecting carrier should be able to recover from the other carrier the costs of transport from the POI to the switch serving its end user. In particular, carriers have raised the question whether a CLEC, establishing a single POI within a LATA, should pay the ILEC transport costs to compensate the ILEC for the greater transport burden it bears in carrying the traffic outside a particular local calling area to the distant single POI.[184] Some ILECs will interconnect at any POI within a local calling area; however, if a CLEC wishes to interconnect outside the local calling area, some LECs take the position that the CLEC must bear all costs for transport outside the local calling area.[185] CLECs hold the contrary view, that our rules simply require LECs to interconnect at any technically feasible point within a LATA, and that each carrier must bear its own transport costs on its side of the POI.[186]

113. If a carrier establishes a single POI in a LATA, should the ILEC be obligated to interconnect there and thus bear its own transport costs up to the single POI when the single POI is located outside the local calling area? Alternatively, should a carrier be required either to interconnect in every local calling area, or to pay the ILEC transport and/or access charges if the location of the single POI requires the ILEC to transport a call outside the local calling area? Further, if we should determine that a carrier establishing a single POI outside a local calling area must bear some portion of the ILEC's transport costs, do our regulations permit the imposition of access charges for calls that originate and terminate within one local calling area but cross local calling area boundaries due to the placement of the POI?[187]

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[179] *See supra* note 91 and accompanying text.

[180] *See* In the Matter of Joint Application by SBC Communications, Inc. *et al.* for Provision of In-Region, InterLATA Services in Kansas and Oklahoma, CC Docket No. 00-217, *Memorandum Opinion and Order*, FCC 01-29 at ¶ 235 (rel. Jan. 22, 2001) ("*Kansas/Oklahoma 271 Order*") (citing 47 C.F.R. § 51.703(b); In the Matters of TSR Wireless, LLC *et al.* v. U.S. West, 15 FCC Rcd. 11166 (2000), *pet. for review docketed sub nom., Qwest v. FCC*, No. 00-1376 (D.C. Cir. Aug. 17, 2000)).

[181] 47 C.F.R. § 51.701(c).

[182] 47 C.F.R. § 51.701(d).

[183] 47 C.F.R. § 51.701(e).

[184] *See Kansas/Oklahoma 271 Order, supra* note 180, at ¶¶ 232-34.

[185] SBC Reply in CC Docket No. 00-217, at 83-84.

[186] AT&T Comments in CC Docket No. 00-217, Attachment 2, Fettig Declaration, at 26-27.

[187] *See ISP Intercarrier Compensation Order* at ¶¶ 24-30 (discussing relationship between reciprocal compensation and access charges).

114. Finally, we are concerned that the interplay of our single POI rules and reciprocal compensation rules may lead to the deployment of inefficient or duplicative networks. By requiring an ILEC to interconnect with a requesting carrier at any technical feasible point in a LATA of that carrier's choosing, are we compelling inefficient network design by forcing the LEC to provision extra transport? Or, by requiring carriers to pay ILECs for transport outside a local calling area, are we forcing the competitive carrier into an inefficient replication of the ILEC network? Assuming that the ILEC receives reciprocal compensation for transporting terminating traffic, how precisely does a distant POI unfairly burden the LEC? Is the efficiency concern limited to those instances in which traffic between two networks is unbalanced and/or where transport is required beyond a certain distance? We seek comment on these questions, and any other issues related to the interplay between our single POI rules and our reciprocal compensation rules.

d. Virtual Central Office Codes

115. We seek comment on the use of virtual central office codes (NXXs),[188] and their effect on the reciprocal compensation and transport obligations of interconnected LECs. Commenters in this proceeding have indicated that some LECs are inappropriately using virtual NXXs to collect reciprocal compensation for traffic that the ILEC is then forced to transport outside of the local calling area.[189] We note that the Commission has delegated some of its authority to state public utility commissions in order that they may order the North American Numbering Plan Administrator (NANPA) to reclaim NXX codes that are not used in accordance with the Central Office Code Assignment Guidelines.[190] The Maine Public Utility Commission recently addressed the issue of virtual NXXs when it directed the NANPA to reclaim the NXX codes that Brooks Fiber used to provide "unauthorized interexchange service" as opposed to "facilities-based local exchange service."[191] In light of these developments, we seek comment on the following issues: (1) Under what circumstances should a LEC be entitled to use virtual NXX codes? (2) If LECs are permitted to use virtual NXX codes, what is the transport obligation of the originating LEC? (3) Should the LEC employing the virtual NXX code be required to provide transport from the central offices associated with those NXX codes?

2. Can CPNP Regimes Resolve the Existing Interconnection Issues and Will They Be Administratively Feasible?

116. We seek comment on how, if the Commission declines to adopt bill and keep, the existing CPNP regimes could be modified to deal with the issues presented by existing

[188] Virtual NXX codes are central office codes that correspond with a particular geographic area that are assigned to a customer located in a different geographic area.

[189] *See, e.g.*, BellSouth *ex parte* in CC Docket No. 99-68 at 2 (Nov. 7, 2000).

[190] *See* In the Matter of Numbering Resource Optimization, CC Docket No. 99-200, *Report and Order and Further Notice of Proposed Rulemaking*, 15 FCC Rcd. 7574, 7678-7682 (2000).

[191] Investigation into the Use of Central Office Codes (NXXs) by New England Fiber Communications, LLC d/b/a Brooks Fiber Docket No. 98-758, Order Requiring Reclamation of NXX Codes and Special ISP Rates by ILECs, Order No. 4, *at 4 (Maine PUC June 30, 2000)*.

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FOR NEGOTIATION PURPOSES ONLY

APPENDIX
INTERCARRIER COMPENSATION

(AFTER FCC ORDER NO. 01-131, AGREEING TO EXCHANGE ALL ISP-BOUND and SECTION 251(b)(5) TRAFFIC AT THE FCC RATES IN CERTAIN STATES, WHERE APPLICABLE)

AT&T proposed language is bolded and underlined
Intrado Comm proposed language is italicized and bolded

FOR NEGOTIATION PURPOSES ONLY

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AT&T proposed language is bolded and underlined
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APPENDIX INTERCARRIER COMPENSATION

1. SCOPE OF APPENDIX

1.1 This Appendix sets forth the terms and conditions for Intercarrier Compensation of intercarrier telecommunications traffic exchanged between the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier and CLEC, but only to the extent they are interconnected and exchanging calls pursuant to a fully executed, underlying Interconnection Agreement approved by the applicable state or federal regulatory agency for telecommunications traffic in the applicable state(s). This Appendix does not apply to 911 Service or E911 Service calls delivered to either AT&T-OHIO's 911 System or CLEC's 911 System.

1.2 The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local circuit switching purchased by CLEC from **AT&T-OHIO** on a wholesale basis (non-resale) and used in providing **wireline** local telephone exchange **(dialtone)** service to its ***e*End *u*User** customers.

1.3 The provisions of this Appendix do not apply to traffic originated over services provided under local Resale service. **AT&T-OHIO** will compensate the terminating carrier in accordance with this Appendix for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic (also known as "Optional Calling Area Traffic") and IntraLATA Toll Traffic that originates from an End User that is served by a carrier providing telecommunications services utilizing **AT&T-OHIO**'s Resale Service.

1.4 Any inconsistencies between the provisions of this Appendix and other provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Appendix.

2. ILEC DESIGNATIONS

2.1 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

2.2 Intentionally Omitted.

2.3 Intentionally Omitted.

2.4 Intentionally Omitted.

2.5 Intentionally Omitted.

2.6 Intentionally Omitted.

2.7 Intentionally Omitted.

2.8 Intentionally Omitted.

2.9 Intentionally Omitted.

2.10 Intentionally Omitted.

2.11 Intentionally Omitted.

2.12 Intentionally Omitted.

2.13 Intentionally Omitted.

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2.14 Intentionally Omitted.

2.15 Intentionally Omitted.

2.16 Intentionally Omitted.

2.17 Intentionally Omitted.

2.18 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

2.19 Intentionally Omitted.

2.20 Intentionally Omitted.

2.21 Intentionally Omitted.

2.22 Intentionally Omitted.

2.23 Intentionally Omitted.

3. RESPONSIBILITIES OF THE PARTIES

3.1 For all traffic originated on a Party's network including, without limitation, Switched Access Traffic such Party shall provide Calling Party Number (CPN) as defined in 47 C.F.R. § 64.1600(c) ("CPN") in accordance with Section 3.3 below. CPN shall, at a minimum, include information in an industry recognized standard format, consistent with the requirements of the North American Numbering Plan (NANP) containing a unique three digit area code (NPA) and seven digit (NXX-XXXX) telephone number. Each Party to this Agreement will be responsible for passing on any CPN it receives from a third party for traffic delivered to the other Party. In addition, each Party agrees that it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. *If either Party identifies improper, incorrect, or fraudulent use of local* exchange services (including, but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action.

3.2 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

3.3 For traffic which is delivered by one Party to be terminated on the other Party's network in **AT&T-OHIO**, if the percentage of such calls passed with CPN is greater than ninety percent (90%), all calls delivered by one Party to the other for termination without CPN will be billed as either Section 251(b)(5) Traffic or IntraLATA Toll Traffic in direct proportion to the total MOUs of calls delivered by one Party to the other with CPN. If the percentage of calls passed with CPN is less than 90%, all calls delivered by one Party to the other without CPN will be billed at Intrastate Switched Access rates.

3.4 Intentionally Omitted.

3.5 CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation anywhere either Party originates traffic to or terminates traffic from an *End User being served by a* third party telecommunications carrier who has purchased local switching from **AT&T-OHIO** on a wholesale basis (non-resale that is used by such telecommunications carrier to provide **wireline** local telephone exchange service **(dialtone)** to its End Users. In no event will **AT&T-OHIO** have any liability to CLEC or *any third party if CLEC fails to enter into such compensation arrangements.* In the event that traffic is exchanged with a third party carrier with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless **AT&T-OHIO** against any and all losses including without limitation, charges levied by such third party carrier. The third party carrier and CLEC will bill their respective charges directly to each other. **AT&T-OHIO** will not be required to function as a billing

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intermediary, e.g., clearinghouse. AT&T-OHIO may provide information regarding such traffic to other telecommunications carriers or entities as appropriate to resolve traffic compensation issues.

3.6 The Parties agree that, notwithstanding the classification of traffic under this Appendix, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its End Users.

3.7 For Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic, and IntraLATA Toll Traffic, the Party whose End User originates such traffic shall compensate the Party who terminates such traffic to its End User for the transport and termination of such traffic at the applicable rate(s) provided in this Appendix and Appendix Pricing and/or the applicable switched access tariffs.

3.8 To the extent that the Parties are not currently exchanging traffic in a given LATA or Local Calling Area, the Parties' obligation to pay intercarrier compensation to each other shall commence on the date the Parties agree that the interconnection is complete (i.e., each Party has established its originating trunks as well as all ancillary traffic trunking such as Operator Services or Mass Calling trunks) and is capable of fully supporting originating and terminating End User customers' traffic. In addition, the Parties agree that test traffic is not subject to compensation pursuant to this Appendix Intercarrier Compensation.

3.9 The Parties acknowledge that this Attachment addresses solely the method of compensation for traffic properly exchanged by the Parties under this Agreement. This Attachment is not meant to address whether the Parties are obligated to exchange any specific type of traffic, nor the types of services to be offered by the Parties pursuant to this agreement.

3.9.1 More specifically, and without limiting the foregoing Section 3.9, the Parties acknowledge that this Attachment does not address "Out of Exchange Traffic" with an "Out of Exchange-LEC." The Parties acknowledge that they have agreed upon terms and conditions for the exchange of such traffic, as provided for in Appendix OE-LEC hereto. For purposes of this Agreement, "Out of Exchange LEC" (OE-LEC) means a CLEC operating within AT&T-OHIO's incumbent local exchange area and also providing telecommunications services in another ILEC's incumbent local exchange area that shares mandatory or optional calling with AT&T-OHIO. For purposes of this Agreement, "Out of Exchange Traffic" is defined as Section 251(b)(5) Traffic, ISP-Bound Traffic, FX Traffic, Optional EAS Traffic, MCA Traffic, IntraLATA Toll Traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

(i) Originates from an OE-LEC End User located in another ILEC's incumbent local exchange area and terminates to an AT&T-OHIO End User located in an AT&T-OHIO local exchange area or;

(ii) Originates from an AT&T-OHIO End User located in an AT&T-OHIO local exchange area and terminates to an OE-LEC End User located in another ILEC's incumbent local exchange area.

4. RECIPROCAL COMPENSATION FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC

4.1 Section 251(b)(5) Traffic ***is as defined by Applicable Law, including the rules, regulations, and orders of the FCC and courts of competent jurisdiction.*** **shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:**

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

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4.2 AT&T-OHIO made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

AT&T-OHIO and CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T-OHIO in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Appendix, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

4.2.1 Should a regulatory agency, court or legislature change or nullify the AT&T-OHIO's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AT&T-OHIO, CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged ***to which Intervening Law applies as local calls within the meaning of this Appendix***.

4.2.2 Intentionally Omitted.

4.3 In AT&T-OHIO the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 4.1 and ISP-Bound Traffic, as defined in Section 5.1 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 5.3.2 below in a specific state on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that AT&T-OHIO has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004.

4.4 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-OHIO), the following tandem serving rate elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:

4.4.1 Tandem Switching - compensation for the use of tandem switching only consisting of a duration (per minute) rate element.

4.4.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

4.4.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

4.5 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T-OHIO), the following end office switching rate elements are applicable on a terminating MOU basis::

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4.5.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

4.6 CLEC shall only be paid End Office Serving Rate Elements.

4.7 Intercarrier Compensation for Wholesale Local Switching Traffic

4.7.1 Where CLEC purchases local switching from **AT&T-OHIO** on a wholesale basis, CLEC will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. **AT&T-OHIO** is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

4.7.2 The following reciprocal compensation terms shall apply to all traffic exchanged between **AT&T-OHIO** and CLECs when CLEC purchases local switching from **AT&T-OHIO** on a wholesale basis:

4.7.2.1 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **AT&T-OHIO** and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

4.7.2.2 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between **AT&T-OHIO** and CLEC where CLEC's End User originates a call that is terminated to a **AT&T-OHIO** End User, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 5.3.2 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.

4.7.3 Intentionally Omitted.

5. RATES, TERMS AND CONDITIONS OF FCC'S INTERIM ISP TERMINATING COMPENSATION PLAN

5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and **AT&T-OHIO** ***as defined in the FCC ISP Compensation Order*** **in which the originating End User of one Party and the ISP served by the other Party are:**

a. **both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or**

b. **both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.**

In states in which **AT&T-OHIO** has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 5.4 of this Appendix.

5.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 5 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) **AT&T-OHIO** has made an offer as described in Section 4 above effective on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.

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Intrado Comm proposed language is italicized and bolded

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5.3 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic

5.3.1 The rates, terms, and conditions in Section 5 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 4.1 and ISP-Bound Traffic as defined in Section 5.1 and ISP-Bound Traffic is subject to the rebuttable presumption.

5.3.2 The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at $.0007 per minute of use.

5.3.3 Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

5.4 ISP-Bound Traffic Rebuttable Presumption

5.4.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 5.4. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 5.3.2 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

5.5 For purposes of this Section 5.5, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as "Billable Traffic" and will be billed in accordance with Section 13.0 below.

5.5.1 Each Party will invoice the other Party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 5.3.2.

6. OTHER TELECOMMUNICATIONS TRAFFIC

6.1 Except as set forth in Section 5 above, the terms of this appendix are not applicable to (i) interstate or intrastate Exchange Access traffic, (ii) Information Access traffic, or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission, with the exception of ISP-Bound Traffic which is addressed in this Appendix. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

6.2 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

6.2.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also

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known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

6.2.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

6.2.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in **AT&T-OHIO**.

6.2.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement. "Bill and Keep" refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party's network.

6.2.4 Intentionally left blank

6.2.5 Intentionally Omitted.

6.2.6 Segregating and Tracking FX Traffic

6.2.6.1 For **AT&T-OHIO**, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Intercarrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

6.2.6.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU in **AT&T-OHIO**.

6.2.6.3 Intentionally left blank

6.2.6.4 Intentionally Omitted.

6.2.6.5 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

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6.2.6.5.1 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.3 Private Line Services include private line-like and special access services and are not subject to intercarrier compensation. Private Line Services are defined as a digital point-to-point connection that provides a dedicated circuit of pre-subscribed bandwidth between any two points. Private Line Services are used to consolidate communications over one line for voice, data, video and multimedia.

6.4 The Parties recognize and agree that ISP and Internet traffic (excluding ISP-Bound Traffic as defined in Section 5.1) could also be exchanged outside of the applicable local calling scope, or routed in ways that could make the rates and rate structure in Sections 4 and 5 above not apply, including but not limited to ISP calls that fit the underlying Agreement's definitions of:

- FX Traffic
- Optional EAS Traffic
- IntraLATA Toll Traffic
- 800, 888, 877, ("8YY") Traffic
- Feature Group A Traffic
- MCA Traffic

6.5 The Parties agree that, for the purposes of this Appendix, either Party's End Users remain free to place ISP calls under any of the above classifications. Notwithstanding anything to the contrary herein, to the extent such ISP calls are placed, the Parties agree that Sections 4 and 5 above do not apply. The applicable rates, terms and conditions for: (a) FX Traffic are set forth in Section 6.2; (b) Optional EAS Traffic are set forth in Section 7; (c) 8YY Traffic are set forth in Section 10; (d) Feature Group A Traffic are set forth in Section 6.2; (e) IntraLATA Toll Traffic are set forth in Section 12; and/or (f) MCA Traffic are set forth in Section 8.

7. Intentionally Omitted.

8. Intentionally Omitted.

9. PRIMARY TOLL CARRIER ARRANGEMENTS

9.1 A Primary Toll Carrier (PTC) is a company that provides IntraLATA Toll Traffic Service for its own End User customers and potentially for a third party ILEC's End User customers. In this ILEC arrangement, the PTC would receive the ILEC End User IntraLATA toll traffic revenues and pay the ILEC for originating these toll calls (originating access and billing & collection charges). The PTC would also pay the terminating access charges on behalf of the ILEC. In those states wherein Primary Toll Carrier arrangements are mandated and **AT&T-OHIO** is functioning as the PTC for a third party ILEC's End User customers, the following provisions apply to the IntraLATA toll traffic which is subject to the PTC arrangement:

(i) **AT&T-OHIO** shall deliver such IntraLATA toll traffic that originated from that third party ILEC and terminated to CLEC as the terminating carrier in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. **AT&T-OHIO** shall pay the CLEC on behalf of the originating third party ILEC for the termination of such IntraLATA toll traffic at the terminating access rates as set forth in the CLEC's Intrastate Access Service Tariff, but such

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compensation shall not exceed the compensation contained in the **AT&T-OHIO** Intrastate Access Service Tariff in the respective state; and/or

(ii) **AT&T-OHIO** shall deliver such IntraLATA toll traffic that originated from CLEC and terminated to third party ILEC in accordance with the terms and conditions of such PTC arrangement mandated by the respective state Commission. CLEC shall pay **AT&T-OHIO** for the use of its facilities at the rates set forth in **AT&T-OHIO**'s Intrastate Access Service Tariff. CLEC shall pay the ILEC for the termination of such traffic originated from CLEC.

10. INTRALATA 800 TRAFFIC

10.1 The Parties shall provide to each other IntraLATA 800 Access Detail Usage Data for Customer billing and IntraLATA 800 Copy Detail Usage Data for access billing in Exchange Message Interface (EMI) format. On a monthly basis the Parties agree to provide this data to each other at no charge. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data only. If the originating Party does not send an End User billable record to the terminating Party, the originating Party will not bill the terminating Party any interconnection charges for this traffic.

10.2 IntraLATA 800 Traffic calls are billed to and paid for by the called or terminating Party, regardless of which Party performs the 800 query.

11. MEET POINT BILLING (MPB) AND SWITCHED ACCESS TRAFFIC COMPENSATION

11.1 Intercarrier compensation for Switched Access Traffic shall be on a Meet Point Billing ("MPB") basis as described below.

11.2 The Parties will establish MPB arrangements in order to provide Switched Access Services via the respective carrier's Tandem Office Switch in accordance with the MPB guidelines contained in the Ordering and Billing Forum's MECOD and MECAB documents, as amended from time to time.

11.3 Billing for the Switched Exchange Access Services jointly provided by the Parties via MPB arrangements shall be according to the multiple bill/single tariff method. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates. The residual interconnection charge (RIC), if any, will be billed by the Party providing the end office function.

11.4 The Parties will maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

11.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by the Parties via the Meet Point Billing arrangement. Information shall be exchanged in a mutually acceptable electronic file transfer protocol. Where the EMI records cannot be transferred due to a transmission failure, records can be provided via a mutually acceptable medium. The exchange of Access Usage Records ("AURs") to accommodate MPB will be on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals.

11.6 MPB shall also apply to all jointly provided Switched Access MOU traffic bearing the 900, or toll free NPAs (e.g., 800, 877, 866, 888 NPAs, or any other non-geographic NPAs). The Party that performs the SSP function (launches the query to the 800 database) will bill the 800 Service Provider for this function.

11.7 Each Party will act as the Official Recording Company for switched access usage when it is jointly provided between the Parties. As described in the MECAB document, the Official Recording Company for tandem

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routed traffic is: (1) the end office company for originating traffic, (2) the tandem company for terminating traffic and (3) the SSP company for originating 800 traffic.

11.8 AT&T-OHIO and CLEC agree to provide the other Party with notification of any discovered errors in the record exchange process within ten (10) business days of the discovery.

11.9 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

12. COMPENSATION FOR ORIGINATION AND TERMINATION OF INTERLATA TRAFFIC

12.1 Where a CLEC originates or terminates its own end user InterLATA Traffic not subject to Meet Point Billing, the CLEC must purchase feature group access service from AT&T-OHIO state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.

13. INTRALATA TOLL TRAFFIC COMPENSATION

13.1 For intrastate IntraLATA Message Telephone Service (MTS) toll traffic, compensation for termination of such traffic will be at terminating access rates. For intrastate IntraLATA 800 Service, compensation for termination of such traffic will be at originating access rates, including the Carrier Common Line (CCL) charge where applicable. The appropriate access rates are set forth in each Party's Intrastate Access Service Tariff, but such compensation shall not exceed the compensation contained in an AT&T-OHIO's tariff in whose exchange area the End User is located.

13.2 For interstate IntraLATA MTS toll traffic, compensation for termination of such traffic will be at terminating access rates. For interstate IntraLATA 800 Service, compensation for termination of such traffic will be originating access rates, including the CCL charge where applicable. The appropriate access rates are set forth in each Party's interstate Access Service Tariff, but such compensation shall not exceed the compensation contained in the AT&T-OHIO's tariff in whose exchange area the End User is located.

14. BILLING ARRANGEMENTS FOR TERMINATION OF SECTION 251(b)(5) TRAFFIC, ISP-BOUND TRAFFIC, OPTIONAL EAS TRAFFIC AND INTRALATA TOLL TRAFFIC

14.1 In AT&T-OHIO, each Party, unless otherwise agreed, will calculate terminating interconnection minutes of use based on standard switch recordings made within the terminating carrier's network for Section 251(b)(5) Traffic, Optional EAS Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. These recordings are the basis for each Party to generate bills to the other Party.

14.1.1 Where CLEC is using terminating recordings to bill intercarrier compensation, AT&T-OHIO will provide the terminating Category 11-01-XX records by means of the Daily Usage File (DUF) to identify traffic that originates from an End User being served by a third party telecommunications carrier using an AT&T-OHIO non-resale offering whereby AT&T-OHIO provides the end office switching on a wholesale basis. Such records will contain the Operating Company Number (OCN) of the responsible LEC that originated the calls which CLEC may use to bill such originating carrier for MOUS terminated on CLEC's network.

14.2 Intentionally Omitted.

14.3 In states in which AT&T-OHIO has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, ISP-Bound Traffic will be calculated using the 3:1 Presumption as set forth in Section 5.4 of this Appendix.

14.4 The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk

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Group will be totaled for the entire monthly bill and then rounded ~~using six (6) second increments~~ to the next whole minute.

14.5 All ISP-Bound Traffic for a given usage month shall be due and owing at the same time as payments for Section 251(b)(5) under this Appendix. The Parties agree that all terms and conditions regarding disputed minutes of use, nonpayment, partial payment, late payment, interest on outstanding balances, or other billing and payment terms shall apply to ISP-Bound Traffic the same as for Section 251(b)(5) Traffic under this Appendix.

14.6 For billing disputes arising from Intercarrier Compensation charges, the Party challenging the disputed amounts (the "Non-Paying Party") may withhold payment for the amounts in dispute (the "Disputed Amounts") from the Party rendering the bill (the "Billing Party") only for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Late payment charges and interest will continue to accrue on the Disputed Amounts while the dispute remains pending. The Non-Paying Party need not pay late payment charges or interest on the Disputed Amounts for so long as the dispute remains pending pursuant to the dispute resolution procedures of the General Terms and Conditions. Upon resolution of the dispute pertaining to the Disputed Amounts in accordance with the dispute resolution provisions of the General Terms and Conditions: (1) the Non-Paying Party will remit the appropriate Disputed Amounts to the Billing Party, together with all related interest and late payment charges, to the Billing Party within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Billing Party; and/or (2) the Billing Party will render all appropriate credits and adjustments to the Non-Paying Party for the Disputed Amounts, together with all appropriate interest and late payment charges, within ten (10) business days of the resolution of the dispute, if (and to the extent) the dispute is resolved in favor of the Non-Paying Party.

14.7 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon no more than three (3) to twelve (12) consecutive months of prior usage data.

15. RESERVATION OF RIGHTS AND SPECIFIC INTERVENING LAW TERMS

15.1 In the event the pricing scheme in the FCC's Interim ISP Compensation Order (defined in Section 5 of this Attachment) is modified, eliminated or replaced, then the Parties agree to negotiate an appropriate amendment to conform to such change in accordance with the Intervening Law provisions of this Agreement and such new or changed provisions will apply on a prospective basis, beginning with the effective date of the new order, unless a determination is made as to retroactive application in the decision rendering such modification, elimination or replacement, in which instance, the new or changed provisions will apply retroactively as set forth in the new order. Either Party may begin billing the other Party according to the terms of the new order, beginning sixty (60) days after delivering a request to negotiate the change. True-up of any retroactive application, for either the amendment negotiation period and/or for the retroactive application period that is provided for in the order, shall occur within one hundred and twenty (120) days of the effective date of the order, or be subject to dispute under Section 9 of the General Terms and Conditions of this Agreement.

16. SWITCHED ACCESS TRAFFIC

16.1 For purposes of this Agreement only, Switched Access Traffic shall ***be defined consistent with Applicable Law.*** **mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch (including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport**

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technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement To *the extent required by Applicable Law*, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains **local dial tone *telephone exchange service*** from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains **local dial tone *telephone exchange service*** from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004) **or any other FCC orders or applicable court decisions addressing the treatment of traffic for purposes of the charges applicable to Switched Access Traffic.**

16.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups ***inconsistent with Applicable Law***, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. **If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.**

17. ALTERNATE TANDEM PROVIDER

17.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to CLEC with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with **AT&T-OHIO** to (i)

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AT&T-OHIO's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-OHIO purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.

17.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.

17.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T-OHIO as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T-OHIO purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.

17.4 When Alternate Tandem Provider sends Traffic originated by the End Users of CLEC functioning as the Third Party Originating Carrier to an End User of AT&T-OHIO who is functioning as the Third Party Terminating Carrier, CLEC is responsible for all Minutes of Use ("MOUs") billed by AT&T-OHIO for the termination of such traffic.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intrado Communications, Inc. for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with BellSouth Telecommunications, Inc. d/b/a AT&T Florida, pursuant to Section 252(b) of the Communications Act of 1934, as amended, and Sections 120.80(13), 120.57(1), 364.15, 364.16, 364.161, and 364.162, F.S., and Rule 28-106.201, F.A.C.	DOCKET NO. 070736-TP DATED: JULY 1, 2008

INTRADO COMMUNICATIONS INC.'S RESPONSES TO FPSC STAFF'S THIRD REQUEST FOR PRODUCTION OF DOCUMENTS (Nos. 19-36)

Intrado Communications Inc. ("Intrado Comm"), by its attorneys, hereby respectfully responds to the Florida Public Service Commission ("Commission") Staff's Third Request for Production of Documents (Nos. 19-36) as follows:

19. Please provide all source documents, including cost data and any assumptions, supporting the derivation of the rates contained in TH-8 attached to Intrado witness Hicks' rebuttal testimony.

None.

20. Please provide the D.C. Circuit review of the FCC's ISP Remand Order referenced in response to staff Interrogatory 9(a).

Based on Intrado Comm's assumption that this request pertains to Intrado Comm's response to Staff Interrogatory 8(a), the following documents are attached:

WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), *petition for reh'g and reh'g en banc denied* (Sept. 24, 2002), *cert. denied sub nom*, 123 S. Ct. 1927 (2003) (Attachment 20).

21. Please provide all documents referenced in response to staff Interrogatory 9(i).

Intrado Comm provides the following documents as indicated in its response to Staff Interrogatory 9(i):

Madison River Communications, LLC and Affiliated Companies, Order, 20 FCC Rcd 4295 (2005) (Attachment 21a)

000582

OCMC, Inc.; Apparent Liability for Forfeiture, Notice of Apparent Liability for Forfeiture, 20 FCC Rcd 14160 (2005) (Attachment 21b)

Bell Atlantic-Delaware, et al., Complainants, v. Frontier Communications Services, Inc., et al., Defendants; and Ameritech Illinois, Pacific Bell, et al., Complainants, v. Frontier Communications Services, Inc., Defendants, Order on Review, 15 FCC Rcd 7475 (2000) (Attachment 21c)

MGC Communications, Inc. v. AT&T Corp., 14 FCC Rcd 11647 (1999) (Attachment 21d)

In the Matter of Communique Telecommunications, Inc. d/b/a LOGICALL, Declaratory Ruling and Order, 10 FCC Rcd 10399 (1995) (Attachment 21e)

22. Please provide all documents responsive to staff Interrogatory 13(b).

While many carrier contracts are not publicly available, Intrado Comm provides some publicly available examples of where six (6) second rounding is used.

Florida PSC Sample IXC Tariff at Section 3.4.2 (Attachment 22a)
Sprint Schedule No. 11 at Section 3(1) (Attachment 22b)
Frontier Florida Tariff No. 1 at Section 3.6 (Attachment 22c)

23. Please provide a copy of any documents that support Intrado's response to Interrogatory No. 92.

None.

24. Please provide a copy of any documents that support Intrado's response to Interrogatory No. 93.

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 93:

Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, 9 FCC Rcd 6170, ¶ 3, n.6 (1994) (relevant portions in Attachment 24a)

VoIP E911 Order, 20 FCC Rcd 10245, ¶ 59 (2005) (relevant portions in Attachment 24b)

25. Please provide a copy of any documents that support Intrado's response to Interrogatory No. 94.

None

26. Please provide a copy of any documents that support Intrado's response to Interrogatory No. 95.

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 95:

Advanced Services Order, 15 FCC Rcd 385, ¶ 21 (1999) (Attachment 26)

27. **Please provide a copy of any documents that support Intrado's response to Interrogatory No. 97.**

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 97:

47 U.S.C. § 251(c)(2)(C)
Local Competition Order 11 FCC Rcd 15499, ¶ 209 (1996) (relevant portions in Attachment 27a)
Virginia Arbitration Order, 17 FCC Rcd 27039, ¶ 71 (2002) ("*Virginia Arbitration Order*"), *app. for review pending* (filed Nov. 7, 2002) (relevant portions in Attachment 27b)
AT&T Interconnection Trunking Requirements (ITR) Appendix at Section 5.6 (Attachment 27c)

28. **Please provide a copy of any documents that support Intrado's response to Interrogatory No. 98.**

Please see Intrado Comm's Response to Production of Documents Request #27.

29. **Please provide a copy of any documents that support Intrado's response to Interrogatory No. 99.**

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 99:

Virginia Arbitration Order ¶¶ 52, 53 (Attachment 27b)
Docket No. 000731-TP, *Petition by AT&T Communications of the Southern States, Inc. d/b/a AT&T for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252*, Order No. PSC-01-1402-FOF-TP, Final Order on Arbitration at 46 (June 28, 2001)
Docket No. 000075-TP, *Investigation into Appropriate Methods To Compensate Carriers for Exchange of Traffic Subject to Section 251 of the Telecommunications Act of 1996*, Order No. PSC-02-1248-FOF-TP, Order on Reciprocal Compensation at 26 (Sept. 10, 2002)
AT&T Interconnection Trunking Requirements (ITR) Appendix at Section 5.6 (Attachment 27c)

30. **Please provide a copy of any documents that support Intrado's response to Interrogatory No. 100.**

Intrado Comm relied upon the following documents in the preparation of its response to Staff Interrogatory No. 100:

Local Competition Order ¶ 553 (Attachment 27a)
Virginia Arbitration Order ¶¶ 124, 133 (Attachment 27b)

31. **Please provide a copy of any documents that support Intrado's response to Interrogatory No. 101.**

None.

32. **Please provide a copy of any documents that support Intrado's response to Interrogatory No. 102.**

None.

33. **Please provide a copy of any documents that support Intrado's response to Interrogatory No. 103.**

None.

34. **Please provide a copy of any documents that support Intrado's response to Interrogatory No. 104.**

None.

35. **Please provide a copy of any documents that support Intrado's response to Interrogatory No. 105.**

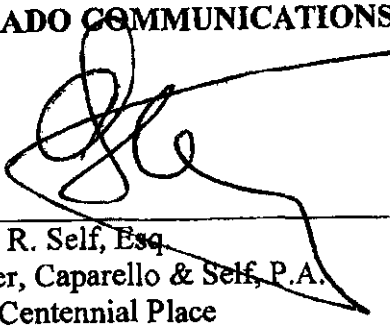
None.

36. **Please provide a copy of any documents that support Intrado's response to Interrogatory No. 106.**

Please see attached diagrams (Attachment 36).

Respectfully submitted this 1st day of July, 2008.

INTRADO COMMUNICATIONS INC.



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is frivolous. The government sued both TDC and Monts as named defendants. *TDC I*, 24 F.3d at 294. In granting the government's motion for summary judgment as to liability, the district court in its March 2000 memorandum opinion and order referred only to TDC and neglected to mention Monts by name. However, in its February 2001 memorandum opinion awarding damages, the district court referenced its March 2000 memorandum and order on liability as granting summary judgment "against defendants TDC Management Corporation ('TDC') and T. Conrad Monts." Further, in granting the government's cross-motion in response to TDC's Rule 60 motion, the district court stated that the final judgment applied to both TDC and Monts, "each of whom shall be jointly and severally liable to the United States."

Accordingly, we affirm the grant of summary judgment to the government.



WORLDCOM, INC., Petitioner,

v.

FEDERAL COMMUNICATIONS COMMISSION and United States of America, Respondents.

Sprint Corporation, et al., Intervenors.

Nos. 01–1218, 01–1229, 01–1243, 01–1255 through 01–1257, 01–1267, 01–1274, 01–1310, 01–1311, 01–1313, 01–1319, 01–1321.

United States Court of Appeals, District of Columbia Circuit.

Argued Feb. 12, 2002.

Decided May 3, 2002.

Group of competitive local exchange carriers (LECs) that delivered calls to internet service providers (ISP), and group of states and state regulatory commissions, petitioned for review of Federal Communications Commission (FCC) order, 2001 WL 455869, creating exception to reciprocal compensation requirement under the Telecommunications Act for calls made to ISPs located within the caller's local calling area. The Court of Appeals, Stephen F. Williams, Senior Circuit Judge, held that order was not authorized by section of Act which provided for continued enforcement of certain pre-Act regulatory interconnection restrictions and obligations until they are superceded by FCC action.

Remanded.

Telecommunications ⇐267

Section of Telecommunications Act, which provided for continued enforcement of certain pre-Act regulatory interconnection restrictions and obligations until they are superceded by Federal Communications Commission (FCC) action, did not authorize FCC order creating exception to Act's reciprocal compensation requirement for calls made to ISPs located within the caller's local calling area. Communications Act of 1934, § 251(b)(5), (g), as amended, 47 U.S.C.A. § 251(b)(5), (g).

On Petitions for Review of an Order of the Federal Communications Commission.

Darryl M. Bradford argued the cause for Carrier petitioners and supporting intervenors. With him on the briefs were Thomas F. O'Neil III, William Single, IV, Brian J. Leske, John J. Hamill, Jodie L. Kelley, Mark C. Rosenblum, H. Richard Juhnke, John T. Nakahata, Timothy J. Simeone, Christopher W. Savage, David W.

Carpenter, David L. Lawson, Paul J. Zidlicky, Thomas Jones, Glenn B. Manishin, Genevieve Morelli, Richard J. Metzger, Brad Mutschelknaus, Richard M. Rindler, Charles C. Hunter, Catherine M. Hannan, Robert J. Aamoth, Deborah M. Royster and Albert H. Kramer. James P. Young entered an appearance.

James B. Ramsay argued the cause for State Commission petitioners and supporting intervenors. With him on the briefs were Gretchen Dumas, Ellen S. LeVine, Lawrence G. Malone, Diane T. Dean, Susan Stevens Miller, Tracey L. Stokes, Betty D. Montgomery, Attorney General, State of Ohio, Duane W. Luckey and Steven T. Nourse, Assistant Attorneys General. Carl F. Patka entered an appearance.

John A. Rogovin, Deputy General Counsel, Federal Communications Commission, argued the cause for respondents. With him on the brief were John E. Ingle, Deputy Associate General Counsel, and Laurence N. Bourne and Rodger D. Citron, Counsel. Catherine G. O'Sullivan and Nancy C. Garrison, Attorneys, U.S. Department of Justice, entered appearances.

Mark L. Evans argued the cause for intervenors BellSouth Corporation, et al. With him on the brief were Michael K. Kellogg, Sean A. Lev, Aaron M. Panner, Scott H. Angstreich, Roger K. Toppins, Gary L. Phillips, James D. Ellis, Michael E. Glover, Edward H. Shakin, John M. Goodman, Lawrence E. Sarjeant, Linda L. Kent, John W. Hunter and Julie E. Rones.

Howard J. Symons, Sara F. Leibman and Douglas I. Brandon were on the brief for intervenor AT&T Wireless Services, Inc. Michelle M. Mundt entered an appearance.

Before: SENTELLE and TATEL, Circuit Judges, and WILLIAMS, Senior Circuit Judge.

Opinion for the Court filed by Senior Circuit Judge WILLIAMS.

STEPHEN F. WILLIAMS, Senior Circuit Judge:

Section 251(b)(5) of the Telecommunications Act of 1996, 47 U.S.C. §§ 151–714 (the "1996 Act" or the "Act"), directs all local exchange carriers ("LECs") to "establish reciprocal compensation arrangements for the transport and termination of telecommunications." 47 U.S.C. § 251(b)(5). In the order before us the Federal Communications Commission held that under § 251(g) of the Act it was authorized to "carve out" from § 251(b)(5) calls made to internet service providers ("ISPs") located within the caller's local calling area. It relied entirely on § 251(g). Because that section is worded simply as a transitional device, preserving various LEC duties that antedated the 1996 Act until such time as the Commission should adopt new rules pursuant to the Act, we find the Commission's reliance on § 251(g) precluded. Thus we remand the case. Because there may well be other legal bases for adopting the rules chosen by the Commission for compensation between the originating and the terminating LECs in calls to ISPs, we neither vacate the order nor address petitioners' attacks on various interim provisions devised by the Commission.

* * *

Due in part to the 1996 Act, local telephone service areas are now typically (perhaps universally) served by more than one LEC. The reciprocal compensation requirement of § 251(b)(5), quoted above, is aimed at assuring compensation for the LEC that completes a call originating within the same area. Although its literal language purports to extend reciprocal compensation to *all* "telecommunications," the Commission has construed it as limited

to "local" traffic only. *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499, 16012–13, ¶¶ 1033–34, 16015–16, ¶ 1040, 1996 WL 452885 (1996) ("*Local Competition Order*"); 47 C.F.R. § 51.701(a). For long distance calls, by contrast, the long-distance carrier collects from the user and pays both LECs—the one originating and the one terminating the call. *Local Competition Order*, 11 FCC Rcd at 16013, ¶ 1034.

In an earlier order, the Commission excluded ISP calls from the reach of § 251(b)(5) on the theory that they were indeed not "local." *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-Carrier Compensation for ISP-Bound Traffic*, 14 FCC Rcd 3689, 1999 WL 98037 (1999) ("*Initial Order*"). It reached this conclusion by applying its "end-to-end" analysis, traditionally employed in determining whether a call was jurisdictionally interstate or not, stressing that ISP-bound traffic ultimately reaches websites that are typically located out-of state. See *id.* at 3689–90, ¶ 1, 3695–98, ¶¶ 10–12, 3703, ¶ 23 (1999). On review, we held that the order had failed to adequately explain why the traditional "end-to-end" jurisdictional analysis was relevant to deciding whether ISP calls fitted the local call or the long-distance call model, and vacated and remanded the order. *Bell Atlantic Tel. Cos. v. FCC*, 206 F.3d 1, 5, 8 (D.C.Cir.2000).

On remand, the FCC again reached the conclusion that the compensation between two LECs involved in delivering internet-bound traffic to an ISP should not be governed by the reciprocal compensation provision of § 251(b)(5). *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, 16 FCC Rcd 9151, 9152–53, ¶ 1 (2001) ("*Remand Order*"). This decision rested, as we said, on § 251(g). Having thus taken ISP calls out of § 251(b)(5)'s reciprocal compensation obligation, the FCC proceeded to establish what it believed was an appropriate cost recovery mechanism. *Remand Order*, 16 FCC Rcd at 9154, ¶ 4. The system adopted was "bill-and-keep," whereby each carrier recovers its costs from its own end-users. *Id.*

In reaching the bill-and-keep solution, the Commission pointed to a number of flaws in the prevailing intercarrier compensation mechanism for ISP calls, under which the originating LEC paid the LEC that served the ISP. Because ISPs typically generate large volumes of one-way traffic in their direction, the old system attracted LECs that entered the business simply to serve ISPs, making enough money from reciprocal compensation to pay their ISP customers for the privilege of completing the calls. The Commission saw this as leading, at least potentially, to ISPs' charging *their* customers below cost. *Remand Order*, 16 FCC Rcd at 9153, ¶ 2, 9154–55, ¶¶ 4–6, 9162, ¶¶ 19–21.

To smooth the transition to bill-and-keep (but without fully committing itself to it), the FCC adopted several interim cost-recovery rules that sought to limit arbitrage opportunities by lowering the amounts and capping the growth of ISP-related intercarrier payments. These tend to force ISP-serving LECs to recover an increasing portion of their costs from their own subscribers rather than from other LECs. *Remand Order*, 16 FCC Rcd at 9155–57, ¶¶ 7–8. The transitional rules take effect on the expiration of existing interconnection agreements. *Id.* at 9189, ¶ 82. Finally, the Commission specified that, having carved ISP-bound calls out of § 251(b)(5)

under § 251(g), it was establishing the interim compensation regime under its general authority to regulate the rates and terms of interstate telecommunications services and interconnections between carriers under § 201 of the Act; as a result, the state regulatory commissions would no longer have jurisdiction over ISP-bound traffic as part of their power to resolve LEC interconnection issues under § 252(e)(1) of the Act. *Id.*

Two sets of petitioners now challenge the Remand Order. One, headed by WorldCom (collectively "WorldCom"), consists of competitive LECs that deliver calls to ISPs, and thus stand to lose reciprocal compensation payments. These companies contend that the Commission erred in finding that § 251(g) authorized Commission exclusion of such calls from § 251(b)(5), and that, in any event, the interim compensation rules that the FCC adopted were not a product of reasoned decisionmaking and are contrary to the Act's terms. The other group, composed of several states and state regulatory commissions, complains that the order unlawfully preempts their authority to determine the compensation of ISP-serving LECs.

* * *

Section 251(g) reads as follows:

(g) Continued enforcement of exchange access and interconnection requirements.

On and after [the date of enactment of the Telecommunications Act of 1996,] each local exchange carrier, to the extent that it provides wireline services, shall provide exchange access, *information access*, and exchange services for such access *to interexchange carriers and information service providers in accordance with the same equal access and nondiscriminatory interconnection restrictions and obligations (including receipt of compensation) that apply to such carrier on the date immediately preceding [the date of enactment of the Telecommunications Act of 1996]* under any court order, consent decree, or regulation, order, or policy of the Commission, until such restrictions and obligations are explicitly superseded by regulations prescribed by the Commission after [such date of enactment]. During the period beginning on [such date of enactment] and until such restrictions and obligations are so superseded, such restrictions and obligations shall be enforceable in the same manner as regulations of the Commission.

47 U.S.C. § 251(g) (emphasis added). Both sides assume that *Chevron U.S.A. Inc. v. Natural Resources Defense Council, Inc.*, 467 U.S. 837, 104 S.Ct. 2778, 81 L.Ed.2d 694 (1984), is applicable, so that we must defer to any reasonable Commission interpretation not precluded by the language of the statute, read with the ordinary tools of statutory construction. We agree with petitioners that § 251(g) is not susceptible to the Commission's reading.

On its face, § 251(g) appears to provide simply for the "continued enforcement" of certain pre-Act regulatory "interconnection restrictions and obligations," including the ones contained in the consent decree that broke up the Bell System, until they are explicitly superceded by Commission action implementing the Act. As the Conference Report explained, "[b]ecause the [Act] completely eliminates the prospective effect of the AT&T Consent Decree, some provision is necessary to keep these requirements in place.... Accordingly, the conference agreement includes a new section 251(g)." H.R. Rep. 104–458, at 122–23 (1996), U.S.Code Cong. & Admin.News 1996, 10, 134.

On a prior occasion, the Commission also framed the scope of § 251(g) in similarly narrow terms:

> The term "information access" first appears [in the Act] in sections [sic] 251(g). That provision is a *transitional enforcement mechanism* that obligates the incumbent LECs to continue to abide by equal access and nondiscriminatory interconnection requirements of the [AT&T Consent Decree] when such carriers "provide exchange access, information access and exchange services for such access to interexchange carriers and information service providers...." Because the provision incorporates into the Act, on a transitional basis, these [AT&T Consent Decree] requirements, the Act uses [AT&T Consent Decree] terminology in this section. *However, this provision is merely a continuation of the equal access and nondiscrimination provisions of the Consent Decree until superseded by subsequent regulations of the Commission.*

In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, 15 FCC Rcd 385, 407, ¶ 47, 1999 WL 1244007 (1999) (footnote omitted) (emphasis added).

Of course such explanatory language can't be assumed to be exclusive; legislative or agency explanations of a provision may naturally tend to focus on its most salient features. Thus, despite legislative history speaking only in terms of the Consent Decree, plainly the pre-existing "restrictions and obligations" covered by § 251(g) are *not* limited to Consent Decree obligations; the statute itself explicitly embraces preexisting obligations under a "regulation, order, or policy of the Commission." See also *Noland v. Shalala*, 12 F.3d 258, 262 (D.C.Cir.1994) ("Although the legislative history ... suggests an exclusive focus [of the statutory provision in question], the statutory language is broader and may permit [an alternative] construction."). But nothing in § 251(g) seems to invite the Commission's reading, under which (it seems) it could override virtually any provision of the 1996 Act so long as the rule it adopted were in some way, however remote, linked to LECs' pre-Act obligations.

We will assume without deciding that under § 251(g) the Commission might *modify* LECs' pre-Act "restrictions" or "obligations," pending full implementation of relevant sections of the Act. The Fifth Circuit appeared to make that assumption in *Texas Office of Public Utility Counsel v. FCC*, 265 F.3d 313 (5th Cir.2001), where it implicitly relied on § 251(g) (by quoting language from an Eighth Circuit case, *Competitive Telecom. Ass'n v. FCC*, 117 F.3d 1068, 1072 (8th Cir.1997)), in sustaining modifications of pre-Act regulations governing the access charges paid to LECs by inter-exchange carriers ("IXCs"). *Id.* at 324–25. But this assumption is not enough to justify the Commission's action here, as it seems uncontested—and the Commission declared in the Initial Order—that there had been *no* pre-Act obligation relating to intercarrier compensation for ISP-bound traffic. See *Initial Order*, 14 FCC Rcd at 3695, ¶ 9; see also *id.* at 3690, ¶ 1, 3707–3710, ¶¶ 28–36. The best the Commission can do on this score is to point to pre-existing LEC obligations to provide interstate access for ISPs. See, e.g., *Remand Order*, 16 FCC Rcd at 9164, ¶ 27; *In the Matter of MTS & WATS Market Structure*, 97 F.C.C.2d 682, 711–15, ¶¶ 77–83 (1983). Indeed, the Commission does not even point to any pre-Act, federally created obligation for LECs to interconnect to each other for ISP-bound calls. And even if this hurdle were overcome, there would remain the fact that § 251(g) speaks only of services provided "to interexchange carriers and information

service providers"; LECs' services to other LECs, even if en route to an ISP, are not "to" either an IXC or to an ISP.

Having found that § 251(g) does not provide a basis for the Commission's action, we make no further determinations. For example, as in *Bell Atlantic*, we do not decide whether handling calls to ISPs constitutes "telephone exchange service" or "exchange access" (as those terms are defined in the Act, 47 U.S.C. §§ 153(16), 153(47)) or neither, or whether those terms cover the universe to which such calls might belong. Nor do we decide the scope of the "telecommunications" covered by § 251(b)(5). Nor do we decide whether the Commission may adopt bill-and-keep for ISP-bound calls pursuant to § 251(b)(5); see § 252(d)(B)(i) (referring to bill-and-keep). Indeed these are only samples of the issues we do not decide, which are in fact all issues other than whether § 251(g) provided the authority claimed by the Commission for not applying § 251(b)(5).

Moreover, we do not decide petitioners' claims that the interim pricing limits imposed by the Commission are inadequately reasoned. Because we can't yet know the legal basis for the Commission's ultimate rules, or even what those rules may prove to be, we have no meaningful context in which to assess these explicitly transitional measures.

Finally, we do not vacate the order. Many of the petitioners themselves favor bill-and-keep, and there is plainly a non-trivial likelihood that the Commission has authority to elect such a system (perhaps under §§ 251(b)(5) and 252(d)(B)(i)). See, e.g., *Allied-Signal, Inc. v. U.S. Nuclear Regulatory Comm.*, 988 F.2d 146, 150–51 (D.C.Cir.1993) ("The decision whether to vacate depends on 'the seriousness of the order's deficiencies (and thus the extent of doubt whether the agency chose correctly) and the disruptive consequences of an interim change that may itself be changed.'"). Thus, we simply remand the case to the Commission for further proceedings.

So ordered.



DAIMLERCHRYSLER CORPORATION, *f/k/a* Chrysler Corporation, Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD, Respondent.

No. 00–1518.

United States Court of Appeals, District of Columbia Circuit.

Argued March 5, 2002.

Decided May 7, 2002.

Employer petitioned for review of an order of the National Labor Relations Board (NLRB) declining to defer unfair labor practice charges to arbitration and finding that employer committed unfair labor practices when it failed to furnish union steward with requested relevant information concerning employee grievances and when it threatened steward with discharge for making further information requests. Board filed cross-application for enforcement. The Court of Appeals, Harry T. Edwards, Circuit Judge, held that: (1) employer violated the National Labor Relations Act (NLRA) when it failed to furnish the requested information pertaining to employee grievances; (2) steward's use of unusual language in making his informa-

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	File No. EB-05-IH-0110
	)	
Madison River Communications, LLC and affiliated companies	)	Acct. No. 200532080126
	)	
	)	FRN: 0004334082
	)	

ORDER

Adopted: March 3, 2005 **Released: March 3, 2005**

By the Chief, Enforcement Bureau:

1. In this Order, we adopt a Consent Decree terminating an investigation into the compliance of Madison River Communication, LLC, its parent company Madison River Telephone Company, LLC, and its affiliated companies under common control or ownership of Madison River Telephone Company, LLC ("Madison River") with section 201(b) of the Communications Act of 1934, as amended (the "Act"), 47 U.S.C. § 201(b).

2. The Enforcement Bureau ("Bureau") and Madison River have negotiated the terms of a Consent Decree that would terminate the Bureau's investigation. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. We have reviewed the terms of the Consent Decree and evaluated the facts before us. We believe that the public interest would be served by approving the Consent Decree and terminating the investigation.

4. Accordingly, IT IS ORDERED, pursuant to section 4(i) of the Communications Act of 1934, as amended, 47 U.S.C. § 154(i), and the authority delegated by section 0.111 and 0.311 of the Commission's rules, 47 C.F.R. §§ 0.111, 0.311, that the attached Consent Decree IS ADOPTED.

5. IT IS FURTHER ORDERED that the above captioned investigation IS TERMINATED.

FEDERAL COMMUNICATIONS COMMISSION

David H. Solomon
Chief, Enforcement Bureau

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	File No. EB-05-IH-0110
	)	
Madison River Communications, LLC and affiliated companies	)	Acct. No. 200532080126
	)	
	)	FRN: 0004334082

CONSENT DECREE

I. INTRODUCTION

1. The Enforcement Bureau ("Bureau") of the Federal Communications Commission (the "FCC" or the "Commission") and Madison River Communication, LLC on behalf of itself, its parent company Madison River Telephone Company, LLC, and its affiliated companies under common control or ownership of Madison River Telephone Company, LLC ("Madison River" or the "Company"), by their authorized representatives, hereby enter into this Consent Decree to resolve an investigation (the "Investigation") by the Bureau regarding Madison River's compliance with section 201(b) of the Communications Act of 1934, as amended,[1] with respect to the blocking of ports used for Voice over Internet Protocol ("VoIP") applications, thereby affecting customers' ability to use VoIP through one or more VoIP service providers. The Investigation was undertaken pursuant to sections 4(i), 4(j), 218, and 403 of the Communications Act.[2]

II. DEFINITIONS

2. For the Purposes of this Consent Decree, the following definitions shall apply:

(a) "Adopting Order" means an Order of the Bureau adopting the terms and conditions of this Consent Decree without change, addition or modification.

(b) "Madison River" or the "Company" means Madison River Communications, LLC, and any affiliate, d/b/a, predecessor-in-interest, parent companies and any direct or indirect subsidiaries of such parent companies, or other affiliated companies or businesses, and their successors and assigns, including but not limited to, Madison River Telephone Company, LLC, and its direct and indirect subsidiaries.

(c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.

(d) "Communications Act" or "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*

(e) "Effective Date" means the date on which the Bureau releases the Adopting Order.

(f) The "FCC" or the "Commission" means the Federal Communications Commission.

[1] 47 U.S.C. § 201(b).

[2] 47 U.S.C. §§ 154(i), 154(j), 218 and 403.

(g) "Investigation" means the investigation commenced by the Bureau's Letter of Inquiry dated February 11, 2005.

(h) "Parties" means Madison River and the Bureau.

III. BACKGROUND

3. On February 11, 2005, the Bureau issued a Letter of Inquiry ("LOI") to Madison River, initiating an investigation. Specifically, the Bureau inquired about allegations that Madison River was blocking ports used for VoIP applications, thereby affecting customers' ability to use VoIP through one or more VoIP service providers.[3] Madison River submitted its initial response to the LOI on February 18, 2005, and supplemented that response on February 22, 2005.[4]

IV. AGREEMENT

4. To avoid the expenditure of additional resources that would be required to further litigate the issues raised in the Investigation, and in consideration for the termination of the Investigation in accordance with the terms of this Consent Decree, Madison River agrees to make a voluntary payment to the United States Treasury, without further protest or recourse to a trial *de novo,* in the amount of fifteen thousand dollars ($15,000.00) within ten (10) business days after the Effective Date of the Adopting Order. The payment may be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the Acct. No. and FRN No. referenced above. Payment by check or money order must be mailed to Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box 73482, Chicago, IL, 60673-7482. Payment by overnight mail must be sent to Bank One/LB 73482, 525 West Monroe, 8th Floor Mailroom, Chicago, IL 60661. Payment by wire transfer must be made to ABA Number 071000013, receiving bank Bank One, and account number 1165259.

5. In order to resolve and terminate the Investigation, the Bureau requires, and Madison River agrees, that Madison River shall not block ports used for VoIP applications or otherwise prevent customers from using VoIP applications.

6. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement of the Investigation. In express reliance on the covenants and representations contained herein, and in order to avoid the potential expenditure of additional public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of this Investigation, Madison River agrees to the terms, conditions, and procedures contained herein.

7. The Bureau agrees that, in the absence of new evidence relating to incidents that were not the subject of the Investigation, the Bureau will not use the facts developed in the Investigation, or the existence of this Consent Decree, to institute, on its own motion, any new proceedings, formal or

[3] *See* Letter dated February 11, 2005 from Hillary S. DeNigro, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, FCC, to Steve Vanderwoude, Chairman & CEO, Madison River Communications, LLC, ("February 11 LOI").

[4] *See* Letter dated February 18, 2005 from Kenneth E. Hardman, Attorney for Madison River Telephone Company, LLC, et al., to Hillary S. DeNigro, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, FCC ("Madison River Response"); Letter dated February 22, 2005 from Kenneth E. Hardman, Attorney for Madison River Telephone Company, LLC, et al., to Hillary S. DeNigro, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, FCC ("Madison River Supplement").

informal, or to take any actions on its own motion against Madison River, including referral of this matter to any other government agency, concerning the matters that were the subject of the Investigation.

8. Madison River waives any objection to the authority of the Bureau to enter into and adopt this Consent Decree.

9. Madison River represents and warrants that it is the properly named party to this Consent Decree and is solvent and has sufficient funds available to meet fully all financial and other obligations set forth herein. Madison River further represents and warrants that it has caused this Consent Decree to be executed by its authorized representative, as a true act and deed, as of the date affixed next to said representative's signature. Said representative and Madison River respectively affirm and warrant that said representative is acting in his/her capacity and within his/her authority as a corporate officer of Madison River, and on behalf of Madison River and that by his/her signature said representative is binding Madison River to the terms and conditions of this Consent Decree.

10. The Parties agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Act and the Commission's orders and rules. The Parties agree that this Consent Decree is for settlement purposes only.

11. Nothing in this Consent Decree shall limit the Commission's authority to enforce this Consent Decree in accordance with its terms, nor shall anything in this Consent Decree limit the Commission's authority to consider and adjudicate any formal complaint that may be filed pursuant to section 208 of the Act, 47 U.S.C. § 208, and to take any action in response to such complaint.

12. Madison River waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order adopting this Consent Decree, provided the Order adopts the Consent Decree without change, addition, or modification.

13. Madison River's decision to enter into this Consent Decree is expressly contingent upon the Bureau's issuance of an Adopting Order.

14. In the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

15. The Parties also agree that if any provision of this Consent Decree conflicts with any subsequent rule or order adopted by the Commission (except an order specifically intended to revise or otherwise modify the terms of this Consent Decree to which Madison River does not consent) that provision will be superseded by such Commission rule or order.

16. By this Consent Decree, Madison River does not waive or alter its right to assert and seek protection from disclosure of any privileged or otherwise confidential and protected documents and information, or to seek appropriate safeguards or confidentiality for any competitively sensitive or proprietary information. Nothing in this Consent Decree shall be deemed to prejudice Madison River's rights to seek exemption from disclosure pursuant to the Freedom of Information Act and the Commission's implementing regulations for documents provided by Madison River to the Commission, or for Madison River to contest any request for disclosure of agency records relating to the subject of this Consent Decree.

17. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Madison River nor the Bureau shall contest the validity of the Consent Decree or the Adopting Order, and Madison River and the Bureau will waive any statutory

right to a trial *de novo* with respect to the issuance of the Adopting Order and shall consent to a judgment incorporating the terms of this Consent Decree.

18. Madison River agrees that any violation of the Consent Decree or the Adopting Order will constitute a separate violation of a Commission order, entitling the Commission, or its delegated authority, to exercise any rights or remedies attendant to the enforcement of a Commission order.

19. The Parties agree that the requirements of this Consent Decree shall expire on the earlier of thirty (30) months from the Effective Date, or the effective date of a federal statute or Commission rule or order declaring or clarifying that the conduct described in paragraph 5 above does or does not violate the Act or Commission rules.

20. This Consent Decree may be signed in counterparts.

For: Madison River Communications, LLC.

Date

Matt L. Springer
Vice President and General Counsel

For: Enforcement Bureau
Federal Communications Commission

March 3, 2005
Date

David H. Solomon
Chief, Enforcement Bureau

right to a trial *de novo* with respect to the issuance of the Adopting Order and shall consent to a judgment incorporating the terms of this Consent Decree.

18. Madison River agrees that any violation of the Consent Decree or the Adopting Order will constitute a separate violation of a Commission order, entitling the Commission, or its delegated authority, to exercise any rights or remedies attendant to the enforcement of a Commission order.

19. The Parties agree that the requirements of this Consent Decree shall expire on the earlier of thirty (30) months from the Effective Date, or the effective date of a federal statute or Commission rule or order declaring or clarifying that the conduct described in paragraph 5 above does or does not violate the Act or Commission rules.

20. This Consent Decree may be signed in counterparts.

For: Madison River Communications, LLC.

March 7, 2005
Date

Matt L. Springer
Vice President and General Counsel

For: Enforcement Bureau
Federal Communications Commission

Date

David H. Solomon
Chief, Enforcement Bureau

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	File No. EB-04-IH-0454
	)	
	)	
OCMC, Inc.	)	NAL/Acct. No. 200532080141
	)	
	)	
Apparent Liability for Forfeiture	)	FRN No. 0006176879
	)	

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

Adopted: August 12, 2005 **Released: August 12, 2005**

By the Commission:

I. INTRODUCTION

1. In this Notice of Apparent Liability for Forfeiture ("NAL"), we find that OCMC, Inc. ("OCMC"), a telecommunications carrier that has been operating and at least indirectly benefiting from federal programs supporting the telecommunications industry for years, apparently failed to meet its statutory and regulatory obligations related to the Universal Service Fund ("USF"). Specifically, we find that OCMC has apparently violated section 254(d) of the Communications Act of 1934, as amended (the "Act"),[1] and section 54.706(a) of the Federal Communications Commission's rules[2] by willfully and repeatedly failing to contribute fully and timely to the USF. Based on our review of the facts and circumstances of this case, and for the reasons discussed below, we find that OCMC is apparently liable for a total monetary forfeiture in the amount of $1,133,761.

II. BACKGROUND

2. The Telecommunications Act of 1996 codified Congress's historical commitment to promote universal service to ensure that consumers in all regions of the nation have access to affordable, quality telecommunications services.[3] In particular, section 254(d) of the Act requires, among other things, that "[e]very telecommunications carrier [providing] interstate telecommunications services . . . contribute, on an equitable and nondiscriminatory basis, to the specific, predictable, and sufficient mechanisms established by the Commission to preserve and advance universal service."[4] In implementing this Congressional mandate, the Commission directed all telecommunications carriers providing interstate telecommunications services and certain other providers of interstate telecommunications to contribute to the Universal Service Fund based upon their interstate and international end-user telecommunications revenues.[5] Failure by some providers to pay their share into

[1] 47 U.S.C. § 254.

[2] 47 C.F.R. § 54.706(a).

[3] The Telecommunications Act of 1996 amended the Communications Act of 1934. *See* Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act").

[4] 47 U.S.C. § 254(d).

the Fund skews the playing field by giving non-paying providers an economic advantage over their competitors, who must then shoulder more than their fair share of the costs of the Fund.

3. The Commission has established specific procedures to administer the universal service program. A carrier is required to file FCC Form 499-As, also known as the annual Telecommunications Reporting Worksheets ("Worksheets") for the purpose of determining its USF payments,[6] and, with certain exceptions, to file quarterly short-form Worksheets to determine monthly universal service contribution amounts. These periodic filings trigger a determination of liability, if any, and subsequent billing and collection, by the entities that administer the regulatory programs. For example, the Universal Service Administrative Company ("USAC"), the administrator of the USF, uses the revenue projections submitted on the quarterly filings to determine each carrier's universal service contribution amount.[7] Carriers are required to pay their monthly USF contribution by the date shown on their invoice.[8] The Commission's rules explicitly warn contributors that failure to file their forms or submit their payments potentially subjects them to enforcement action.[9] Further, under the Commission's "red light rule," action will be withheld on any application to the Commission or authorization made by any entity that has failed to pay when due its regulatory program payment, such as USF contributions, and if payment or payment arrangements are not made within 30 days from notice to the applicant, such applications or requests will be dismissed.[10]

4. OCMC is an operator service provider, interexchange carrier and toll reseller.[11] On September 16, 2004, USAC referred OCMC to the Enforcement Bureau ("Bureau") for investigation concerning OCMC's possible failure to fully and timely contribute to the USF. Thereafter, by letter dated September 28, 2004, the Bureau initiated an investigation into whether the company violated section 54.706 of the Commission's rules, which requires entities that provide interstate telecommunications to the public to contribute to USF.[12] The LOI directed OCMC to provide certain specified documents and

[3]47 C.F.R. § 54.706(b). Beginning April 1, 2003, carrier contributions were based on a carrier's projected, rather than historical, revenues. *Id.*

[6]Upon submission of a Form 499-A registration, the carrier is issued a filer identification number by USAC, which is then associated with further filings by the company and is used to track the carrier's contributions and invoices.

[7]Individual universal service contribution amounts that are based upon quarterly filings are subject to an annual true-up. *See Federal-State Joint Board on Universal Service, Petition for Reconsideration filed by AT&T*, Report and Order and Order on Reconsideration, 16 FCC Rcd 5748 (2001) ("*Quarterly Reporting Order*"); 47 C.F.R. § 54.709(a).

[8]*See Globcom, Inc.*, Notice of Apparent Liability for Forfeiture and Order, 18 FCC Rcd 19893, 19896 (2003) ("*Globcom*"); 47 C.F.R. § 54.711(a) ("The Commission shall announce by Public Notice published in the Federal Register and on its website the manner of payment and the dates by which payments must be made."). *See, e.g.*, "Proposed Third Quarter 2003 Contribution Factor," *Public Notice*, 18 FCC Rcd 11442 (Wir. Comp. Bur. 2003) ("Contribution payments are due on the date shown on the [USAC] invoice.") The Act and our rules, however, do not condition payment on receipt of an invoice or other notice from USAC. *See* 47 U.S.C. § 254(d); 47 C.F.R. § 54.706(b). A carrier that does not file may not receive an invoice from USAC, but is nonetheless required to contribute to the universal service fund, unless its revenues are considered *de minimus*. The instructions for the Telecommunications Reporting Worksheet include tables for carriers to determine their annual contributions.

[9] 47 C.F.R. § 54.713.

[10]47 C.F.R. § 1.1910. The rule went into effect on November 1, 2004. *See* "FCC Announces Brief Delay in Enforcement of Red Light Rule," *Public Notice*, 19 FCC Rcd 19452 (2004).

[11]OCMC's 2005 FCC Form 499-A Telecommunications Reporting Worksheet. *See also* Letter from Ann Bernard, OCMC, Inc., General Counsel, to Christopher Shields, Investigations and Hearings Division, Enforcement Bureau, FCC (October 18, 2004) ("LOI Response").

[12]*Letter from Hillary S. DeNigro, Deputy Chief, Investigations & Hearings Division, Enforcement Bureau, FCC, to* Robert Young, OCMC Telecom, Inc. (Sept. 28, 2004) ("LOI").

information. OCMC responded on October 18, 2004. A supplemental LOI was issued on December 16, 2004, and OCMC responded December 21, 2004.[13]

III. DISCUSSION

5. Under section 503(b)(1)(B) of the Act, any person who is determined by the Commission to have willfully or repeatedly failed to comply with any provision of the Act or any rule, regulation, or order issued by the Commission shall be liable to the United States for a forfeiture penalty.[14] To impose such a forfeiture penalty, the Commission must issue a notice of apparent liability, and the person against whom the notice has been issued must have an opportunity to show, in writing, why no such forfeiture penalty should be imposed.[15] The Commission will then issue a forfeiture if it finds by a preponderance of the evidence that the person has violated the Act or a Commission rule.[16] As set forth in greater detail below, we conclude under this standard that OCMC is apparently liable for forfeiture for its apparent willful and repeated violations of section 254(d) of the Act[17] and section 54.706(a) of the Commission's rules.[18]

6. The fundamental issue in this case is whether OCMC apparently violated the Act and the Commission's rules by willfully and repeatedly failing to timely pay in full the required universal service contributions. Based on a preponderance of the evidence, we conclude that OCMC is apparently liable for a forfeiture of $1,133,761 for apparently willfully and repeatedly violating section 254(d) of the Act and section 54.706(a) of the Commission's rules.[19]

7. Specifically, we propose base forfeitures of $20,000 for each of two apparent violations for non-payment of USF invoices, and $10,000 for each of seven apparent violations for submitting only a partial payment of USF invoices, within the last year. Additionally, consistent with past Commission precedent,[20] we propose an upward adjustment to this $110,000 base forfeiture of $1,023,761, which is one-half the outstanding balance owed on OCMC's USF account. Although we propose forfeitures only for apparent violations within the last year, we discuss below the history of OCMC's noncompliance in prior years to demonstrate the scope of OCMC's misconduct and to provide sufficient context for the misconduct that is within the statute of limitations period and thus covered by this NAL.

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[13] Letter from Ann Bernard, OCMC, Inc., General Counsel, to Christopher Shields, Investigations and Hearings Division, Enforcement Bureau, FCC (December 20, 2004) ("Supplemental LOI Response").

[14] 47 U.S.C. § 503(b)(1)(B); 47 C.F.R. § 1.80(a)(1). Section 312(f)(1) of the Act defines willful as "the conscious and deliberate commission or omission of [any] act, irrespective of any intent to violate" the law. 47 U.S.C. § 312(f)(1). The legislative history to section 312(f)(1) of the Act clarifies that this definition of willful applies to both sections 312 and 503(b) of the Act, H.R. Rep. No. 97-765, 97th Cong. 2d Sess. 51 (1982), and the Commission has so interpreted the term in the section 503(b) context. *See, e.g., Application for Review of Southern California Broadcasting Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4388 (1991) ("*Southern California Broadcasting Co.*"). The Commission may also assess a forfeiture for violations that are merely repeated, and not willful. *See, e.g., Callais Cablevision, Inc., Grand Isle, Louisiana*, Notice of Apparent Liability for Monetary Forfeiture, 16 FCC Rcd 1359 (2001) (issuing a Notice of Apparent Liability for, *inter alia*, a cable television operator's repeated signal leakage). "Repeated" means that the act was committed or omitted more than once, or lasts more than one day. *Callais Cablevision, Inc.*, 16 FCC Rcd at 1362, ¶ 9; *Southern California Broadcasting Co.*, 6 FCC Rcd at 4388, ¶ 5.

[15] 47 U.S.C. § 503(b); 47 C.F.R. § 1.80(f).

[16] *See, e.g., SBC Communications, Inc.*, Forfeiture Order, 17 FCC Rcd 7589, 7591, ¶ 4 (2002) (forfeiture paid).

[17] 47 U.S.C. § 254(d).

[18] 47 C.F.R. §§ 54.706(a).

[19] 47 U.S.C. § 254(d); 47 C.F.R. § 54.706(a).

[20] *Globcom*, 18 FCC Rcd at 19904.

A. Universal Service Contributions

8. We conclude that OCMC has apparently violated section 254(d) of the Act and section 54.706 of the Commission's rules by willfully or repeatedly failing to contribute fully and timely to universal service support mechanisms.[21] Section 54.706(c) unambiguously directs that "entities [providing] interstate telecommunications to the public . . . for a fee . . . contribute to the universal service support programs."[22] "Interstate telecommunications" include, among other things, "resale of interstate services" such as those provided by OCMC.[23]

9. Notwithstanding its contribution obligations, for years OCMC has made irregular and unsatisfactory payments to the USF. The record is clear that between September 2003 and the date of this NAL, OCMC failed to make any monthly payment whatsoever to USAC on eight occasions, and made contributions that were insufficient to satisfy the total amount of its outstanding USF balance on twelve occasions, including eight instances where its payments were not sufficient to cover even its current month's charges. Specifically, USAC's invoices show that OCMC failed to make any payment on invoices due October 15, November 14, and December 15, 2003; January 15, February 13, March 15 and June 15, 2004; and March 15 and June 15, 2005. The records demonstrate that OCMC made payments that were insufficient to satisfy the total amount of its outstanding balance on invoices due April 15, May 14, July 15, August 13, September 15, October 15, November 15, and December 15, 2004; and January, February 15, April 15, and May 13, 2005. Of these twelve partial payments, the record further demonstrates that OCMC made payments that were not sufficient to cover even its current month charges on invoices due May 14, August 13, September 15, October 15, and November 15, 2004, and February 15, April 15 and May 13, 2005. As a result of this misconduct, OCMC has consistently maintained large overdue balances with USAC, with the result that it now owes more than $2 million.

10. As we previously have stated,

> [c]arrier nonpayment of universal service contributions undermines the efficiency and effectiveness of the universal service support mechanisms. Moreover, delinquent carriers may obtain a competitive advantage over carriers complying with the Act and our rules. We consider universal service nonpayment to be a serious threat to a key goal of Congress and one of the Commission's primary responsibilities.[24]

Based on the preponderance of the evidence, we find that OCMC has apparently violated section 254(d) of the Act and section 54.706(a) of the Commission's rules by willfully and repeatedly failing to contribute fully and timely to the USF on multiple occasions between October 2003 and June 2005. Within the last twelve months specifically, which is the time period covered by this NAL, OCMC failed to remit any contribution toward its USF obligations for the payment due by March 15 and June 15, 2005, and contributed less than even the amount of its monthly obligation for the payments due by August 13, September 15, October 15, and November 15, 2004, and by February 15, April 15, and May 13, 2005.

11. In this NAL we have chosen to propose liability only for the months within the twelve-month limitations period[25] in which OCMC failed to pay at least the amount due for the current month by

[21] 47 U.S.C. § 254(d); 47 C.F.R. § 54.706(c).

[22] 47 C.F.R. § 54.706(c).

[23] *See* 47 C.F.R. § 54.706(a)(16).

[24] *Globcom, Inc.*, 18 FCC Rcd at 19903 ¶ 26.

[25] 47 U.S.C. § 503(b)(6).

the due date stated on the USAC invoice and not for months in which OCMC paid at least the current month's charges[26] because those months represent the most egregious examples of misconduct. Due to the accumulating record of contributors making only partial payments on USAC invoices, however, we may take a more expansive approach and include additional monthly violations in the future in appropriate circumstance.[27]

12. In responses to the Bureau's inquiries, OCMC provides information concerning a billing dispute with USAC as grounds for its contribution failures. OCMC implies that it withheld certain monthly contributions and submitted other insufficient monthly contributions because USAC's invoices did not reflect OCMC's view of the proper resolution of that dispute. In January 2004, OCMC disputed a USAC invoice, maintaining it was owed $310,703 in credits as a result of the true-up of its 2002 revenues.[28] OCMC, in subsequent correspondence to USAC in August 2004, admitted that the amount in dispute was, in fact, properly credited to OCMC's account in 2003.[29]

13. After reviewing all the facts and circumstances, we find that the existence of this billing dispute does not excuse OCMC's violations for several reasons. First, a carrier may not engage in self-help.[30] A carrier may not unilaterally decide to withhold universal service contributions pending the resolution of a billing dispute. Such a reading of Section 254 of the Act and our rules would encourage every contributor making USF payments to suspend such contributions by simply filing a dispute. Moreover, even if such self-help were permitted, OCMC suspended its contribution payments beginning in October 2003, but did not submit its billing dispute until February 2004. OCMC's delay undercuts its claim that its failures to contribute resulted from the dispute. In addition, the amount at issue in the dispute, $310,703, is far exceeded by the overdue balances incurred by OCMC during the period, which at times exceeded $1 million. Additionally, OCMC had no reasonable basis for disputing its invoices. The credits that OCMC alleged it was owed were clearly set forth in the USAC invoices for September – November 2003. Finally, OCMC conceded its position on the dispute as early as August 2004, yet continued to carry a massive outstanding balance and to make insufficient payment on its USAC invoices after that time. For all of these reasons, we reject OCMC's position that the existence of a billing dispute with USAC excuses its failures. Based on these facts, it appears that OCMC deliberately chose not to pay its USF contributions despite its clear obligations under our universal service rules, and despite numerous monthly invoices it received from USAC informing the carrier of its increasing debt.[31]

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[26] Therefore, OCMC payments on invoices due April 15, July 15, August 13, and December 15, 2004 and January 2005 do not form the basis for liability in this NAL although those payments were insufficient to satisfy the total amount of its outstanding balance.

[27] The Commission's forfeiture authority might apply to additional months, because it is USAC's practice to apply partial payments to the oldest debt carried on USAC's books first, and not the current billed amount. *See North American Telephone Network, LLC*, Forfeiture Order, 16 FCC Rcd 4838, ¶ 8 & n. 12 (2001); *Intellicall Operator Services*, Forfeiture Order, 15 FCC Rcd 21,771, at 21,772, ¶ 6 and n.8 (2000).

[28] Supplemental LOI Response, Attachment dated Feb. 10, 2004 (reading, in part, as follows: "This is to dispute, and request to review the records documenting, the $310,703.48 demanded in your letter dated January 22, 2004").

[29] Supplemental LOI Response, Attachment dated Aug. 5, 2004 (reading, in part: "Thanks you for your reply. The amount, originally in dispute, has been satisfied. As per your mention of the credits").

[30] *See Application for Review of the Denial of Vista Communications, Inc.'s Request for Waiver of the Installment Payment Rules for the 218-219 MHz Service*, Memorandum Opinion and Order, 18 FCC Rcd 16,957 (2003) (Commission denied application for review that challenged decision that alleged confusion regarding the payment rules and payment schedule did not justify Interactive Voice and Data Service licensee's assumption that it could withhold payments).

[31] *See, e.g., Conquest Operator Services Corp.*, Forfeiture Order, 14 FCC Rcd 12,518, at 12,522, ¶ 9 (discussing the monthly USAC invoices and the "more than adequate notice of ConQuest's universal service obligation").

B. Proposed Forfeiture

14. Section 503(b)(1)(B) of the Act provides that any person that willfully or repeatedly fails to comply with any provision of the Act or any rule, regulation, or order issued by the Commission, shall be liable to the United States for a forfeiture penalty.[32]

15. For the apparent violations in this case, section 503(b)(2)(B) of the Act authorizes the Commission to assess a forfeiture of up to $120,000 for each violation or each day of a continuing violation, up to a statutory maximum of $1.2 million for a single act or failure to act for violations occurring before September 7, 2004, and up to $130,000 for each violation or each day of a continuing violation, up to a statutory maximum of $1.325 million for a single act or failure to act for violations occurring on or after September 7, 2004.[33] In determining the appropriate forfeiture amount, we consider the factors enumerated in section 503(b)(2)(D) of the Act, including "the nature, circumstances, extent and gravity of the violation, and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and such other matters as justice may require."[34]

16. Under section 503(b)(6) of the Act, we may only propose forfeitures for apparent violations that accrued within one year of the date of this NAL.[35] Nevertheless, section 503(b) does not bar us from assessing whether OCMC's conduct prior to that time period apparently violated the Act or our rules in determining the appropriate forfeiture amount for those violations within the statute of limitations.[36] Therefore, although we find that OCMC apparently violated the Act and our rules on numerous occasions over the past several years, we propose forfeitures here only for violations that occurred within the last year.

17. Based on the facts above, it appears that OCMC has failed to make the requisite contributions into the USF on numerous occasions over the past several years. Nonpayment of universal service contributions is an egregious offense that bestows on delinquent carriers an unfair competitive advantage by shifting to compliant carriers the economic costs and burdens associated with universal service. A carrier's failure to make required universal service contributions hampers realization of Congress' policy objective in section 254(d) of the Act to ensure the equitable and non-discriminatory distribution of universal service costs among all telecommunications providers.[37] The Commission has established a base forfeiture amount of $20,000 for each month in which a carrier has failed to make required universal service contributions.[38] Consequently, we initially find that OCMC is apparently liable for a base forfeiture of $40,000 for its failures to make any universal service contributions with respect to the payments due by March 15 and June 15, 2005 on its USF account.

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[32] 47 U.S.C. § 503(b)(1)(B); 47 C.F.R. § 1.80(a)(2).

[33] 47 U.S.C. § 503(b)(2)(B); *see also* 47 C.F.R. § 1.80(b)(2). The Commission recently amended its rules to increase the maximum penalties to account for inflation since the last adjustment of the penalty rates. *See Amendment of Section 1.80(b) of the Commission's Rules and Adjustment of Forfeiture Maxima to Reflect Inflation*, Order, 15 FCC Rcd 18221 (2000). However, the new rates apply to violations that occur or continue after September 7, 2004. *See Amendment of Section 1.80(b) of the Commission's Rules and Adjustment of Forfeiture Maxima to Reflect Inflation*, Order, 19 FCC Rcd 10945 (2004).

[34] 47 U.S.C. § 503(b)(2)(D); *see also Forfeiture Policy Statement*, 12 FCC Rcd at 17100, ¶ 27; 47 C.F.R. § 1.80(b).

[35] 47 U.S.C. § 503(b)(6)(B); *see also* 47 C.F.R. § 1.80(c)(3).

[36] *See, e.g., Globcom, Inc.*, 18 FCC Rcd at 19903; *Roadrunner Transp., Inc.*, Forfeiture Order, 15 FCC Rcd 9669, 9671 (2000); *Liab. of E. Broad. Corp.*, Memorandum Opinion and Order, 10 F.C.C. 2d 37 (1967).

[37] *See* 47 U.S.C. § 254(d).

[38] *See Globcom, Inc.*, 18 FCC Rcd at 19903-19904, ¶¶ 25-27.

18. The Commission has not set a base forfeiture amount in a case in which a carrier repeatedly paid less than the current month's contribution amount by the due date stated on the USAC monthly invoice, resulting in an overdue balance on that carrier's account. As in the case of non-payment, such violations of our rules severely hamper realization of Congress's universal service goals as expressed in section 254 of the Act. We thus find that this violation is similar to, although less egregious than, a carrier's failure to make any universal service contributions in a specific month. Consequently, we find that OCMC is apparently liable for a forfeiture of $10,000 for each of the instances in which it failed to make a payment sufficient to satisfy the current charges on August 13, September 15, October 15, and November 15, 2004 and February 15, April 15 and May 13, 2005. Consequently, OCMC is apparently liable for a base forfeiture of $70,000 for these partial payments and a total base forfeiture of $110,000 after including the partial payment base forfeiture with the nonpayment base forfeiture. That base forfeiture amount is, however, subject to an upward adjustment.

19. In the past, we have calculated upward adjustments to forfeitures for failure to make USF payments based on one-half of the company's unpaid contributions.[39] When we began this investigation, OCMC owed approximately $1.7 million on its USF account. During the course of this investigation, however, OCMC's apparent continued violations of our rules caused its USF account debt to increase to $2,047,521. Therefore, taking into account all the factors enumerated in section 503(b)(2)(D) of the Act, we propose an upward adjustment of one-half of the company's unpaid contributions, $1,023,761 for OCMC's apparent nonpayment and partial payment violations. We thus find OCMC liable for a total proposed forfeiture of $1,133,761 for its apparent willful and repeated failure to make full and timely contributions into the USF.

IV. CONCLUSION

20. In light of the seriousness, duration and scope of the apparent violations, and to ensure that a company with substantial revenues such as OCMC does not consider the proposed forfeiture merely "an affordable cost of doing business,"[40] we find that a proposed forfeiture of $1,133,761 is warranted.

21. We caution that additional violations of the Act or the Commission's rules could subject OCMC to further enforcement action. Such action could take the form of higher monetary forfeitures and/or possible revocation of OCMC's operating authority, including disqualification of OCMC's principals from the provision of any interstate common carrier services without the prior consent of the Commission.[41] In addition, we note that, to the extent OCMC is found to be delinquent on any debt owed to the Commission (e.g., has failed to pay all of its USF contributions), the Commission will not act on, and may dismiss, any application or request for authorization filed by OCMC, in accordance with the agency's "red light" rules.[42]

V. ORDERING CLAUSES

22. ACCORDINGLY, IT IS ORDERED THAT, pursuant to section 503(b) of the Communications Act of 1934, as amended, 47 U.S.C. § 503(b), and section 1.80 of the Commission's rules, 47 C.F.R. § 1.80, that OCMC, Inc.is hereby NOTIFIED of its APPARENT LIABILITY FOR A

[39] *See, e.g., Globcom, Inc.*, 18 FCC Rcd at 19904.

[40] *Forfeiture Policy Statement*, 12 FCC Rcd at 17099; *see also* 47 C.F.R. § 1.80(b)(4).

[41] *See Business Options, Inc.*, Consent Decree, 19 FCC Rcd 2916 (2003); *NOS Communications, Inc., Affinity Network Incorporated and NOSVA Limited Partnership*, Consent Decree, 2003 WL 22439710 (2003).

[42] 47 C.F.R. § 1.1910.

FORFEITURE in the amount of $1,133,761 for willfully and repeatedly violating the Act and the Commission's rules.

23. IT IS FURTHER ORDERED THAT, pursuant to section 1.80 of the Commission's Rules,[43] within thirty days of the release date of this NOTICE OF APPARENT LIABILITY, OCMC, Inc. SHALL PAY the full amount of the proposed forfeiture or SHALL FILE a written statement seeking reduction or cancellation of the proposed forfeiture.

24. Payment of the forfeiture must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Acct. No. and FRN No. referenced above. Payment by check or money order may be mailed to Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Payment by overnight mail may be sent to Mellon Bank /LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 911-6106.

25. The response, if any, to this NOTICE OF APPARENT LIABILITY must be mailed to William Davenport, Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554 and must include the NAL/Acct. No. referenced above.

26. The Commission will not consider reducing or canceling a forfeiture in response to a claim of inability to pay unless the petitioner submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices (GAAP); or (3) some other reliable and objective documentation that accurately reflects the petitioner's current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

27. Requests for payment of the full amount of this NAL under an installment plan should be sent to Chief, Credit and Management Center, 445 12th Street, S.W., Washington, D.C. 20554.[44]

28. IT IS FURTHER ORDERED that a copy of this NOTICE OF APPARENT LIABILITY AND ORDER shall be sent by certified mail, return receipt requested, to Ann Bernard, General Counsel for OCMC, Inc., 801 Congressional Boulevard, Carmel, Indiana, 46032.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

[43] *See* 47 C.F.R. § 1.80(f)(3).

[44] *See* 47 C.F.R. § 1.1914.

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
BELL ATLANTIC-DELAWARE, et al.,	)	
	)	
Complainants,	)	
	)	
v.	)	File No. E-98-48
	)	
FRONTIER COMMUNICATIONS SERVICES, INC., et al.,	)	
	)	
Defendants;	)	
	)	
and	)	
	)	
AMERITECH ILLINOIS, PACIFIC BELL, et al.,	)	
	)	
Complainants,	)	
	)	
v.	)	File Nos. E-98-50, E-98-54, E-98-55, E-98-56, E-98-57, E-98-58, E-98-59, and E-98-60
	)	
FRONTIER COMMUNICATIONS SERVICES, INC. et al.,	)	
	)	
Defendants.	)	

ORDER ON REVIEW

Adopted: April 14, 2000 **Released:** April 20, 2000

By the Commission:

I. INTRODUCTION

1. In this Order, we deny Applications for Review of two orders issued by the Common Carrier Bureau (Bureau) granting formal complaints brought by several Bell Operating Companies asserting that Defendants failed to pay payphone compensation as required by the Commission's rules.

Upon review, we find that the Bureau properly addressed and correctly resolved each of the issues raised by petitioners.[1]

2. Complainants in this proceeding are Bell Operating Companies (BOCs)[2] that are also payphone service providers (PSPs). Petitioners Frontier Communications Services, et al. (Frontier) are providers of interstate and intrastate telephone toll service.[3]

3. In the *Payphone Orders*,[4] we adopted rules and policies governing the payphone industry to implement Section 276 of the Telecommunications Act of 1996 (1996 Act). Specifically, these orders set forth rules implementing the statutory mandate that PSPs be "fairly compensated for each and every" call from their payphones.[5] As part of that proceeding, we concluded that interexchange carriers (IXCs) receiving calls originating from payphones should compensate the PSP because the IXCs were the primary beneficiaries of such calls. We further concluded that local exchange carrier (LEC) PSPs would be eligible to receive compensation for completed calls originated from their payphones once the LEC "was able to certify" that it had complied with compensation eligibility prerequisites set forth in the *Order on Reconsideration*.[6] Specifically, we stated that:

> To receive compensation, a LEC must be able to certify the following: 1) it has an effective cost accounting manual ("CAM") filing; 2) it has an effective interstate CCL tariff reflecting a reduction for deregulated payphone costs and reflecting additional multiline subscriber line charges ("SLC") revenue; 3) it has effective interstate tariffs reflecting the removal of charges that recover the costs of payphones and any intrastate subsidies; 4) it has deregulated and reclassified or transferred the value of payphone customer premises equipment ("CPE") and related costs as required in the Report and Order; 5) it has in effect intrastate tariffs for basic payphone service (for "dumb" and "smart" payphones); and 6) it has in effect intrastate and interstate tariffs for

[1] *See, In the Matter of Bell-Atlantic Delaware, et al. v. Frontier Communications, et al.*, Memorandum Opinion and Order, 14 FCC Rcd 16,050 (Com. Car. Bur. 1999) (*Bell Atlantic Order*); *In the Matter of Ameritech Illinois, U S West Communications, Inc., et al. v. MCI Telecommunications Corporation*, Memorandum Opinion and Order, 14 FCC Rcd 18,643 (Com. Car. Bur. 1999) (*Ameritech Order*) (jointly Bureau Orders).

[2] *See*, 47 U.S.C. §153(4).

[3] Frontier Communications Services Inc., Frontier Communicaltons International Inc., Frontier Communications of the West Inc., Frontier Communications-North Central Region Inc., Frontier Communications of New England Inc., and Frontier Communications of the Mid Atlantic Inc. (collectively Frontier).

[4] *Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, First Report and Order, 11 FCC Rcd 20,541 (1996) (*Report and Order*); Order on Reconsideration, 11 FCC Rcd 21,233 (1996) (*Order on Reconsideration*), *aff'd in part and remanded in part sub nom. Illinois Public Telecomm. Ass'n v. FCC*, 117 F.3d 555 (D.C. Cir 1997).

[5] 47 U.S.C. §276(b)(1)(A).

[6] *Bell Atlantic Order* at para 6.

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unbundled functionalities associated with those lines.[7]

BOC payphone service providers were also required to "have approved [comparably efficient interconnection (CEI)] plans for basic payphone services and unbundled functionalities prior to receiving compensation."[8] The *Payphone Orders* did not, however, specify in any further detail the requirements of an adequate certification.[9]

4. The histories underlying these disputes are detailed in the Bureau Orders, which we incorporate herein by reference. It is undisputed that complainants submitted to Frontier letters, and in most cases additional documentation, "certifying" that they had satisfied the prerequisites set forth in the *Order on Reconsideration*.[10] Frontier refused to accept these as certification, arguing that the *Payphone Orders* obligated LECs to provide to the IXC payors evidence proving that they had complied with the Commission's payphone compensation prerequisites. As noted above, most of the complainants did provide additional documentation in an effort to demonstrate compliance with the Commission's rules and orders, and even made supplemental filings in an effort to satisfy Frontier.[11] Nonetheless, and notwithstanding the efforts of Commission staff to informally resolve these disputes,[12] Frontier continued to refuse complainants' demands for payment. Indeed, Frontier acknowledges that it has compensated only those LECs that followed the procedures Frontier itself established for proving compliance with the prerequisites.[13] Accordingly, these cases turn on the question of whether the Commission's requirement that a LEC "be able to certify" compliance entitled Frontier to refuse to compensate the LEC Defendants until each LEC proved to Frontier's own satisfaction that the underlying prerequisites had been met.

5. On September 24, 1999, the Common Carrier Bureau (Bureau) issued the *Bell Atlantic Order* resolving Bell Atlantic's complaints against Frontier. The Bureau held that Bell Atlantic's letters constituted an adequate certification and triggered Frontier's obligations to pay payphone

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[7] *Order on Reconsideration* at para. 131.

[8] *Order on Reconsideration* at para. 132.

[9] *Bell Atlantic Order* at para. 6.

[10] *Bell Atlantic Order* at para. 8; *Ameritech Order* at paras. 19-24. For example, in addition to stating it had complied with each prerequisite, U S West's submission to Frontier provided a detailed status report on the removal of payphone subsidies. SBC provided specific information explaining how it had removed intrastate payphone subsidies. Bell Atlantic provided to Frontier several matrices listing how it had satisfied certain prerequisites, including detailed information on the applicable interstate and intrastate tariffs. *Id.*

[11] *Bell Atlantic Order* at paras. 9-10; *Ameritech Order* at paras. 19-24.

[12] As discussed in the Bureau Orders, and also below, Commission staff met with representatives of the parties in this case, along with representatives of several other IXCs that had also refused to pay compensation on similar grounds as those raised in this proceeding. During those meeting, the staff expressed the position that the Payphone Orders clearly mandated that IXC's must compensate a LEC payphone service provider upon reciept of the LEC's certification of elegibility without further inquiry or requirements. *See Bell Atlantic* Order at para. 10.

[13] *Ameritech Order* at para. 9 n. 24.

compensation.[14] More generally, the Bureau found no merit in Defendants' argument that the language in the *Payphone Orders* that LECs "be able to certify" compliance with the payphone compensation prerequisites gave each IXC the authority *to determine when* it became obligated to pay such compensation. The Bureau explained that the meaning of "certification" asserted by Defendants would place in the hands of the IXC payors the ability to determine when, or even if, it should become obligated to pay compensation mandated by the Act. The Bureau concluded that such an interpretation was not only inconsistent with the plain meaning of the Commission's orders, but would constitute an abdication of both the Commission's statutory obligation under section 276 of the Act and the authority specifically delegated to the Bureau to determine whether a LEC had complied with each compensation prerequisite.[15] On November 8, 1999, the Bureau issued the *Ameritech Order* resolving formal complaints filed by Ameritech Illinois (Ameritech), U S West Communications, Inc. (U S West), and Pacific Bell, et al. (SBC). In that Order, the Bureau found that these complaints raised the same issues addressed in the Bureau's *Bell Atlantic Order*, and specifically adopted that order's analysis and supporting rationale in rejecting the IXC's arguments.[16]

II. DISCUSSION

6. On October 25, 1999, Frontier filed its Application for Review of the *Bell Atlantic Order*. On December 8, 1999, Frontier filed an Application for Review of the *Ameritech Order*. In the interest of efficiency, we resolve both Applications for Review in this order. We agree with the Bureau that Frontier's arguments are without merit and specifically adopt herein the findings and conclusions in the Bureau Orders. Accordingly, we affirm the Bureau Orders.

A. The *Bell Atlantic Order*

7. In its Application for Review of the *Bell Atlantic Order*, Frontier first asserts that the Bureau's definition of what constitutes a "certification" is incorrect as a matter of law.[17] In support, Frontier argues that a LEC PSP may unfairly receive compensation from IXCs based on the inclusion of unlawful subsidies by merely signing a certification letter. In the *Bell Atlantic Order*, the Bureau explicitly considered and rejected Frontier's argument. First, the Bureau distinguished *certification* of compliance—which merely requires a LEC to attest that it has complied with each compensation eligibility requirement—from *proof* of compliance. The Bureau then found that, under prior Commission and Bureau orders addressing the same issue, LEC PSPs need only certify—and not

[14] *Bell Atlantic Order* at para. 29.

[15] *Id.* at paras. 20-22. *See Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-128, Order, 12 FCC Rcd. 20,997 (Com. Car. Bur. 1997)(*Bureau Order*). In the *Bureau Order*, the Common Carrier Bureau took various actions "on its own motion, pursuant to the authority delegated to it in the Order on Reconsideration to determine whether a LEC ha[d] met the requirements of the [Payphone Orders] prior to receiving compensation." *Id.* at para. 3.

[16] *Ameritech Order* at para. 3.

[17] Frontier Application for Review at 11.

prove—compliance to IXCs.[18] The Bureau emphasized that it is the Commission's role, and not that of the IXC, to determine if a LEC PSP has, in fact, removed intrastate subsidies from its rates.[19] The Bureau found that a letter could serve as a valid certification if it asserted that the LEC has complied with the compensation eligibility prerequisites, and that Bell Atlantic's letters clearly satisfied the Commission's certification requirements.[20] Upon review, we agree with the reasoning of the Bureau and hold that the Bureau correctly interpreted our decision and properly determined what constitutes certification. The argument put forth by Frontier would give the long-distance carrier the authority to create its own rules for determining when it became obligated to pay compensation as required by the Act and Commission rules. As the Bureau stated, if Frontier believed that a certifying BOC had not actually fulfilled its prerequisites for receiving payphone compensation, Frontier was entitled to bring that to the attention of the Commission through a formal complaint or other mechanism. It was not entitled, however, simply to refuse payment to the BOC at its own unilateral discretion.

8. Frontier next asserts that affirming the *Bell Atlantic Order* would constitute legal error and bad public policy.[21] To the contrary, as stated above, we find that *Frontier's* proffered argument would be bad public policy because it would give the long-distance company unilateral authority to evaluate the certifying BOC's compliance with Commission rules, and thereby determine when the long distance company became obligated to make payments pursuant to those rules. We see no public policy or legal basis for the Commission to delegate to the IXC payors sole authority to determine compliance with the Commission's rules. Rather, we find the Bureau correctly determined that certification of compliance to the IXC was consistent with the goals of section 276 of the Act, and with the Commission's implementing orders.[22] Accordingly, we affirm the Bureau's reasoning and conclusions.

9. Finally, Frontier asserts that the Bureau erred in refusing to consider Frontier's "affirmative defense" that "Bell Atlantic had not demonstrated that it qualified for payphone compensation and that Bell Atlantic, in fact, had not qualified for payphone compensation."[23] The Bureau rejected Frontier's argument that a "dispute" as to a carrier's eligibility to receive compensation negates the IXC's obligation to pay compensation in the first instance. The Bureau stated that an IXC disputing the veracity of a LEC's certification must do so by initiating a proceeding at the Commission, *e.g.*, through a Section 208 complaint against the LEC.[24] We agree with the Bureau that Frontier's so-called "affirmative defense" is irrelevant to evaluating Frontier's obligation to pay upon receiving certification from Bell Atlantic. The Bureau correctly concluded that Frontier's "affirmative defense" was not properly before the Bureau in the context of the LEC complaints. Rather, the proper way for an IXC to challenge a LEC's failure to remove unlawful subsidies is to initiate a Section 208 proceeding at

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[18] *Bell Atlantic Order* at paras. 15-18.

[19] *Id.* at para. 20.

[20] *Id.* at para. 24.

[21] Frontier Application for Review at 20.

[22] *Bell Atlantic Order* at paras. 19-25.

[23] Frontier Application for Review at 17.

[24] *Bell Atlantic Order* at paras. 26-28.

the Commission. Since Frontier failed to do so, in this instance we conclude that the Bureau properly rejected Frontier's argument.[25] We therefore affirm the Bureau's reasoning in this matter and deny Frontier's Application for Review of the *Bell Atlantic Order*.

B. The *Ameritech Order*

10. Frontier's Application for Review of the *Ameritech Order* is essentially a duplicate of its Application for Review of the *Bell Atlantic Order*. The Bureau held that the complaints underlying the *Ameritech Order* raised the same issues addressed in the *Bell Atlantic Order* and found that the defendants in the *Ameritech Order* proceeding had failed to raise any issues that had not been addressed in the *Bell Atlantic Order*. The *Ameritech Order* specifically incorporated the analysis and supporting rationale of the *Bell Atlantic Order* by reference.[26] Frontier has not challenged the Bureau's findings concerning the redundant nature of the complaints, defenses, and resolution of these two proceedings. As in its Application for Review of the *Bell Atlantic Order*, Frontier has raised no new issues in its Application for Review of the *Ameritech Order*. Accordingly, for the same reasons stated above in our affirmance of the Bureau's *Bell Atlantic Order*, we affirm the Bureau's reasoning in this matter and deny Frontier's Application for Review of the *Ameritech Order*.

III. CONCLUSION AND ORDERING CLAUSES

11. For the reasons stated above, we affirm the Bureau orders in all respects. Having reviewed the facts and history of these disputes reflected in the Bureau Orders, we are troubled by self-help actions taken by the Defendants in an apparent effort to delay payment of payphone compensation mandated by the Act and our rules. As detailed in the Bureau Orders, the parties met with Bureau staff in June of 1998 to discuss Defendant's obligations to pay payphone compensation, and specifically the issues raised in these complaints. During these meetings, the staff stated that the *Payphone Orders* clearly mandated that IXCs must compensate a LEC payphone service provider upon receipt of the LECs' certification of eligibility without further inquiry or requirements.[27] As discussed above, it was made clear at that time that if Frontier believed that a LEC had failed to satisfy its prerequisites to payphone compensation, the IXC was obligated to file a complaint with the Commission to that effect. Instead, Frontier continued to engage in self-help by simply refusing payment without bringing the matter to the Commission for resolution. As has been stated in other contexts, the Commission looks disfavorably on such self-help.[28] Accordingly, we direct the Commission's Enforcement Bureau to investigate whether further enforcement action is warranted against Defendants for apparent knowing or repeated violations of Commission rules in relation to the facts raised in these complaint proceedings.

12. Accordingly, IT IS ORDERED that pursuant to sections 1, 4(i), 4(j), 201(b), 203(c), and 208 of the Act, as amended, 47 U.S.C. §§ 151, 154(i), 154(j), 201(b), 203(c), 208, and sections 1.3 and

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[25] *Bell Atlantic Order* at paras. 27-28.

[26] *Ameritech Order* at para. 3.

[27] *Bell Atlantic Order* at para. 10.

[28] *See, e.g., MGC Communcations, Inc. v. AT&T Corp.*, Memorandum Opinion and Order, 14 FCC Rcd. 11,647 (Com. Car. Bur. July 16, 1999); *In the Matter of Communique Telecommunications, Inc. d/b/a LOGICALL*, Declaratory Ruling and Order, 10 FCC Rcd. 10,399 (Com. Car. Bur. May 23, 1995).

1.106 of the Commission's rules, 47 C.F.R. §§ 1.3 and 1.106, that the Application for Review of the *Bell Atlantic Order* filed by Frontier Communications Services, Inc. IS DENIED.

13. IT IS FURTHER ORDERED that pursuant to sections 1, 4(i), 4(j), 201(b), 203(c), and 208 of the Act, as amended, 47 U.S.C. §§ 151, 154(i), 154(j), 201(b), 203(c), 208, and sections 1.3 and 1.106 of the Commission's rules, 47 C.F.R. §§ 1.3 and 1.106, that the Application for Review of the *Ameritech Order* filed by Frontier Communications Services, Inc. IS DENIED.

14. IT IS FURTHER ORDERED that the Commission's Enforcement Bureau SHALL INVESTIGATE whether further enforcement action is warranted consistent with this Order.

FEDERAL COMMUNICATIONS COMMISSION

Magalie Roman Salas
Secretary

FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

MGC COMMUNICATIONS, INC.	)	
Complainant,	)	
v.	)	File No. EAD-99-002
AT&T CORP.	)	
Defendant.	)	

MEMORANDUM OPINION AND ORDER

Adopted: July 16, 1999 Released: July 16, 1999

By the Deputy Chief, Common Carrier Bureau:

I. Introduction

1. In this proceeding, complainant MGC Communications, Inc., asserts that defendant AT&T Corp. has improperly refused to pay for originating exchange access service that AT&T ordered and accepted pursuant to MGC's validly filed tariff. AT&T contends that it terminated its relationship with MGC under which it had been receiving originating access service. Accordingly, AT&T argues, MGC's continued provision of access service constituted the conferral of an unwanted service for which AT&T is under no obligation to pay. For the reasons set out more fully below, we conclude that AT&T failed to take the appropriate steps unambiguously to terminate MGC's access service. We therefore grant MGC's complaint and find that AT&T is liable, according to the terms of MGC's access service tariff, for those access services that AT&T has accepted but for which it has not paid.

II. Facts and Procedural History

2. MGC is a facilities-based competitive local exchange carrier (LEC), which provides equal access for interexchange carriers' services, and local exchange and long

distance telecommunications services to its customers in five states.[1] AT&T operates as a non-dominant inter-exchange carrier (IXC) throughout the United States. Both AT&T and MGC are subject to the Commission's jurisdiction under Title II of the Communications Act of 1934, as amended (the Act).[2] During the time relevant to this dispute, MGC had on file with the Commission its Tariff FCC No. 1, under which it offered both originating and terminating access service.[3] Under its tariff, MGC's rate for access service was significantly higher than that charged by the incumbent LECs with which it competed in its various markets.[4]

3. In January 1998, AT&T began purchasing both originating and terminating local access service from MGC under the terms of MGC's Tariff FCC No. 1.[5] Between January and July 1998, AT&T accepted all traffic that MGC sent to its network, and it paid MGC at the tariffed rate. On July 21, 1998, an AT&T representative wrote to MGC for the claimed purpose of terminating AT&T's arrangement with MGC for originating access service. The parties' dispute in this case involves only originating access service, which permits MGC subscribers to place calls (either toll or toll-free) over AT&T's network. AT&T continues to purchase, under the terms of the tariff, MGC's terminating access service, which allows AT&T to complete calls to MGC's local service subscribers.

4. In relevant part, AT&T's July 21 letter stated:

> Recently, AT&T examined MGC Communication's switched access bill and concluded the rates being charged to AT&T are not competitive

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[1] *See* MGC Communications Inc. Revised Proposed Findings of Fact and Conclusions of Law at 3, ¶ 3 (July 2, 1999) (MGC Proposed Findings).

[2] 47 U.S.C. § 101, *et seq.*; *see* AT&T Answer at 3, ¶ 6.

[3] *See* MGC Tariff FCC No. 1 (Complaint Exh. B); Joint Statement of Disputed and Undisputed Facts and Legal Issues at 1, ¶ 2 (June 7, 1999) (Joint Statement) (stipulating to accuracy of Complaint Exh. B).

[4] It appears that, under its tariff, MGC charges $0.008832 per minute for local transport service and $0.0785 per minute for local switching, *see* MGC Tariff FCC No. 1 §§ 6.8.3.B and 6.8.4.A, for a total per-minute access charge of approximately 8.73 cents. By contrast, in the Nevada market where MGC operates, Sprint Corp., the incumbent LEC, charged approximately 0.514 cents per minute for similar service. *See* Answer, Exh. 7; AT&T Revised Proposed Findings of Fact and Conclusions of Law at 4, ¶ 8 (July 2, 1999) (AT&T Proposed Findings).

[5] *See* Complaint at 5, ¶ 13. AT&T's answer does not address this allegation in MGC's complaint. Under our rules, allegations in a complaint that are not specifically denied are deemed to be admitted. 47 C.F.R. § 1.724(d). *See also* AT&T Proposed Findings at 19, ¶ 37 (conceding that AT&T initially ordered MGC's services). *Cf.* Phillip Miller Deposition at 25:18 - 26:10 (MGC Hearing Exhibit No. 26).

> with present market rates. AT&T has concluded that it cannot continue to purchase MGC Communication's service at these higher rates.
>
> We, therefore, give notice that, effective August 22, 1998, thirty days from the date of this letter, AT&T will not purchase switched access services under the terms and conditions of the MGC Communication tariff. At least for the present, AT&T will continue to complete calls to and from MGC Communication's local services customers, in order to avoid inconvenience to those customers.[6]

As of August 22, 1998, AT&T stopped paying for the originating access service that it received from MGC. On at least two subsequent occasions, AT&T reiterated its intention to continue completing calls to and from MGC's customers. At least through June 28, 1999, the date of the hearing in this matter, MGC continued to provide originating local access service to AT&T, and AT&T continued to accept, but not pay for, the service.

5. In December 1998, MGC contacted the Commission to initiate this complaint under the Accelerated Docket procedures of the Common Carrier Bureau.[7] The supervised settlement discussions, which form a prerequisite for the acceptance of any matter onto the Accelerated Docket, failed to resolve any portion of the parties' dispute. Accordingly, Commission staff notified MGC that its complaint, if filed, would be accepted onto the Docket. On May 18, 1999, MGC filed its section 208 complaint, which originally alleged, in three counts, that AT&T's continuing acceptance of originating access service and refusal to pay therefor violated sections 201(b), 202 and 203 of the Act.[8] Shortly after it filed its complaint, MGC moved to dismiss the counts alleging violation of sections 202 and 203.[9] After discovery, which included MGC's deposition of four AT&T witnesses, the parties participated in a minitrial, during which they examined two witnesses, presented oral argument and responded to questions from Commission staff. As contemplated by the rules

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[6] July 21, 1998 letter of Phil Miller to Kent Heyman (MGC Hearing Exh. 5).

[7] *See, e.g.*, 47 C.F.R. § 1.730. *See generally Implementation of the Telecommunications Act of 1996, Amendment of Rules Governing Procedures to Be Followed When Formal Complaints are Filed Against Common Carriers*, Second Report & Order, 13 FCC Rcd. 17018 (1998), *recon. pending*. (*Formal Complaints Second Report & Order*)

[8] 47 U.S.C. §§ 201(b), 202, 203.

[9] *See* May 20, 1999 letter of Ross Buntrock to Magalie Salas.

for the Accelerated Docket, we issue our order resolving this matter within sixty days of MGC's filing of its complaint.[10]

III. DISCUSSION

6. In this proceeding, MGC asserts that AT&T ordered, and continues to order -- either explicitly or constructively -- originating access service under MGC's tariff. MGC maintains that, having ordered the service, AT&T cannot decline to pay for it at the rate specified in MGC's validly filed tariff. Thus, MGC contends that, by accepting MGC's originating access service without paying for it, AT&T has improperly engaged in self help measures and has thereby violated section 201(b) of the Act, which prohibits any carrier "practice . . . that is unjust or unreasonable."[11] During the course of this proceeding, AT&T has repeatedly expressed its belief that MGC's access rates are unreasonably high[12]; however, in this action, it does not challenge the reasonableness of those rates. Rather, AT&T argues that, while it initially received, and was obligated to pay for, MGC's originating access service,[13] its July 21, 1998 letter complied with the termination provision of MGC's tariff and effectively ended AT&T's relationship with, and payment obligation to, MGC for originating access. Consequently, AT&T asserts, MGC's continued provision to AT&T of originating access, beyond August 22, 1998, amounts to the conferral of an unwanted benefit for which AT&T is not obligated to pay.[14]

7. MGC's tariff provides that access customers like AT&T may order access service either orally or in writing, including by the submission of an access service request.[15] The parties agree that the tariff permits cancellation of service, upon 30 days' notice either

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[10] *See Formal Complaints Second Report & Order*, 13 FCC Rcd. at 17021, ¶ 4. We have determined that this complaint falls within the authority that the Commission has delegated to the Bureau. *See* 47 C.F.R. § 0.291. Our order is therefore effective and binding on the parties upon its release. *Cf. Formal Complaints Second Report & Order*, 13 FCC Rcd. at 17071-72, ¶¶ 101-03.

[11] 47 U.S.C. § 201(b).

[12] *See, e.g.*, Answer at 12, ¶ 47.

[13] *See* AT&T Proposed Findings at 19, ¶ 37; Minitrial Transcript at 259:16-18 ("[U]ltimately, [AT&T is] not disputing in this case whether we ordered service.").

[14] *See* AT&T Proposed Findings at 38-41, ¶¶ 77-81.

[15] *See* MGC Tariff FCC No. 1 §§ 2.3.1 and 5.1 (Complaint Exh. B).

orally or in writing.[16] AT&T concedes that, prior to its July 21 letter, it had ordered originating access service from MGC.[17] The question presented for our decision is whether AT&T took the appropriate steps effectively to terminate its arrangement with MGC for the acceptance of originating access traffic. This issue is entirely distinct from the question that AT&T has presented in a petition for rulemaking: whether an IXC may decline to purchase *terminating* access service.[18] In this decision, we express no opinion on that separate matter.

A. May an IXC Refuse a Competitive LEC's Access Service?

8. Preliminarily, we note that this proceeding implicates the question of whether, assuming that it does so effectively, an IXC may refuse to accept originating access traffic from a local exchange carrier. MGC appears to have conceded this point at the hearing in this case.[19] Furthermore, at no point in this proceeding has MGC contested the proposition that its tariff permits cancellation on 30 days' notice.[20] Having agreed that its tariff permits cancellation of access service, MGC can hardly contend that such cancellation is nevertheless somehow prohibited. Regardless of such a concession, however, MGC's papers in this proceeding fail to identify any impediment to an IXC declining to purchase a particular LEC's access service. MGC relies on equal access and dialing parity obligations and on the section of the Act relating to payphones as the bases for requiring AT&T to accept MGC's access traffic.[21] None of these will do the work that MGC demands of them.

9. Section 251(b)(3) of the Act imposes the obligation on all LECs to "provide dialing parity to competing providers of telephone exchange service and telephone toll

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[16] *See* MGC Tariff FCC No. 1 §§ 5.5.1 and 5.6.1; Minitrial Transcript at 259:19 to 260:4. At no point in this proceeding has MGC contested the assertion that its tariff permits cancellation of service with 30 days' notice.

[17] *See supra* note 5.

[18] *See Interexchange Carrier Purchases of Switched Access Services Offered by Competitive Local Exchange Carriers*, Petition for Declaratory Ruling, CCB/CPD No. 98-43 (filed October 23, 1998).

[19] *See* Minitrial Transcript at 300:1-13 (MGC states that, prospectively, an IXC could simply refuse to accept a LEC's originating access traffic). *See also* MGC Proposed Findings at 35, ¶ 65 ("The law is noticeably silent with regard to carriers' ability to jointly agree not to complete certain types of traffic from one network to the other.").

[20] *See supra* note 16.

[21] *See* MGC Proposed Findings at 27, 41-45, ¶¶ 46-47, 75-83.

service."[22] We do not perceive in that obligation any restriction that would prevent an IXC from declining to be a "competing provider" by rejecting a LEC's access service. Indeed, in implementing the dialing parity provisions of the Act, the Commission expressly declined to require a competing provider to offer intraLATA toll service throughout an entire LATA.[23] Accordingly, we conclude that neither section 251(b)(3), nor the Commission's implementing rules would prevent an IXC from rejecting a competitive LEC's access service in some or all of its service area.

10. Along the same lines, the Commission's order implementing the equal access conversion process places certain obligations on a LEC once an IXC has "affirmatively notif[ied] the LEC of its intention to participate in the allocation process."[24] These are obligations on the LEC for the benefit of the IXC. We do not perceive in the equal access rules any restriction that would require AT&T to take (and pay for) MGC's access service, or, more generally, to provide its services to a particular group of customers.

11. Finally, neither the Act nor the Commission's rules or orders place any restrictions on an IXC's ability to block or refuse to carry payphone traffic. The Act prohibits a payphone service provider from restricting the IXCs that otherwise would be available to payphone users if they were calling from a non-public phone served by the same end office switch.[25] However, in the *Third Payphone Order*,[26] the Commission expressly encouraged IXCs to develop the capability to block traffic from certain payphones.

12. By holding that none of the obligations we discuss above prevents AT&T from declining MGC's originating access service, we do not imply that AT&T is entirely without constraint in determining where, how, or to whom it will provide its long distance services. Naturally, in providing those services, AT&T remains subject to a broad variety of statutory and regulatory constraints that are too numerous to list here, but which include, without limitation, sections 201, 202, 203 and 214 of the Act and section 63.71 of the Commission's

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[22] 47 U.S.C. § 251(b)(3); *see also Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Second Report & Order, 11 FCC Rcd. 19392, 19409, ¶ 29 (1996) (*Local Competition Second Report & Order*).

[23] *See Local Competition Second Report & Order*, 11 FCC Rcd. at 19410, ¶ 30.

[24] *Investigation of Access and Divestiture Tariffs*, Memorandum Opinion & Order, 101 FCC2d 911, 925 (1985).

[25] *See* 47 U.S.C. § 226(e)(1)(A).

[26] *Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996*, Third Report & Order, 14 FCC Rcd. 2545, 2575 (1999).

rules.[27] Additionally, AT&T's tariffs likely also place restrictions on the manner in which it offers its services to its customers. AT&T also may well be subject to other statutory or regulatory restrictions in its purchase of access services -- either originating or terminating -- but MGC has not raised them in this proceeding. Our analysis is restricted to the issues that MGC has presented. Consequently, we conclude only that none of the statutes, rules or orders governing equal access, dialing parity or payphone services imposes any obligation on AT&T that would prevent it, should it choose to do so, from rejecting MGC's originating access service.

B. Did AT&T Effectively Terminate MGC's Access Service?

13. The question remains whether AT&T took the steps necessary to terminate MGC's service. The parties appear to agree that the course of their discussions regarding AT&T's receipt of service is reflected in a series of written communications that passed between them in the summer and fall of 1998. Above, we quoted the relevant portion of AT&T's July 21, 1998 correspondence[28]; because they are relatively brief, we set out the remaining communications here.

14. The July 21 letter was followed by an August 14, 1998 letter from MGC, which stated that, given AT&T's continued willingness to accept traffic from MGC, the LEC was interested in further negotiations on the terms for originating access service.[29] AT&T, in turn, responded on August 26, 1998, stating that it had neither ordered, nor consented to receive, MGC's originating access service. Notwithstanding this assertion, the letter continued:

> [A]s noted in AT&T's letter of July 21, 1998, AT&T will continue, at least for the present, to complete calls to and from MGC's customers as

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[27] 47 U.S.C. §§ 201, 202, 203, 214; 47 C.F.R. § 63.71 (establishing procedures for discontinuance or impairment of service by domestic, non-dominant carriers).

[28] *See supra* paragraph 4.

[29] In relevant part, MGC's letter stated:

> Based upon your assurance that for the present time, AT&T will continue to complete calls to and from MGC's local service customers, we agree at this time to engage in negotiations with AT&T for an agreement for switched services. However, it is my understanding that MGC is free to include, in its tariff, any such charges which are just and reasonable.

August 14, 1998 letter of Kent Heyman to Philip Miller (MGC Hearing Exh. No. 6).

> a convenience to those customers, and to ensure that their communications needs are not jeopardized because of MGC's failure to obtain AT&T's agreement to an access arrangement.[30]

The final piece of correspondence in the record is an e-mail message from an AT&T employee to MGC's general counsel. In it, AT&T's representative responds to MGC's request that AT&T confirm its final position on the issue of access service. In relevant part, the e-mail states:

> It was my understanding that MGC was willing to review, and was in the process of internally reviewing, pricing options for its switched access service. So, I didn't think we were at the point in our discussions for "final positions." AT&T continues to be open to negotiating a mutually acceptable purchase arrangement for switched access service at competitive prices, and hopes that MGC desires the same result. It would be helpful to us to understand the outcome of your internal review.
>
> I would also like to clarify a couple of issues you raised. AT&T will continue to complete calls to and from MGC local service customers, through ILEC tandems, so as to avoid any inconvenience to those customers. We also remain willing to direct trunk to MGC end offices under mutually agreed terms.[31]

15. We do not view this series of correspondence as unambiguously evincing an intention by AT&T to stop receiving MGC's originating access service as of August 22, 1998. Rather, the communications equivocate on whether AT&T wishes MGC to stop sending it access traffic. On the one hand, the July 21 letter states that AT&T "will not purchase switched access services under the terms and conditions" of MGC's tariff, while, on the other hand, it states that AT&T "will continue to complete calls to and from" MGC's customers. Each of the subsequent communications similarly indicates -- in virtually identical language -- the intention to continue completing calls to and from MGC customers (which is to say receiving MGC's access service) at the same time that they state AT&T's desire to terminate the parties' relationship. Additionally, the October 19, 1998 e-mail message quoted above explicitly states that AT&T's representative does not view the parties as having reached their "final positions." A party receiving this communication reasonably could interpret it as a statement that AT&T wished to continue negotiating over access rates and that it did not yet

[30] August 26, 1998 letter of Philip Miller to Kent Heyman (MGC Hearing Exh. No. 7).

[31] Oct 19, 1998 e-mail from Stephen Sisk to Kent Heyman (MGC Hearing Exh. No. 8).

intend to take the precipitate action of terminating the parties' relationship. This interpretation of the statement is only strengthened where, as here, it is immediately followed by the statement that AT&T will continue to avail itself of MGC's access service.

16. The conduct of the parties, particularly AT&T, during the relevant period further demonstrates the equivocal nature of AT&T's claimed termination of their relationship. For example, AT&T failed to take certain steps that would have been reasonable and necessary if it had wished to terminate its access service arrangement with MGC.[32] The originating access service relationship between AT&T and MGC gave rise to a class of end users who received their local service from MGC and who had chosen AT&T as their presubscribed interexchange carrier (PIC) so that they could place calls with AT&T on a 1+ basis. These end users were customers of, and had relationships with, *both* AT&T and MGC. Neither MGC nor AT&T was free simply to move these shared customers to another IXC -- or, for that matter, to another LEC -- so that AT&T and MGC could part ways. First, both the Act and our slamming rules prohibit either a LEC or an IXC from changing an end user's carrier without the customer's express authorization.[33] Second, we doubt that AT&T would agree simply to relinquish to another IXC all of the customers it currently shares with MGC. To the contrary, in terminating its relationship with MGC, AT&T likely would have a strong business incentive to participate in any process by which these shared customers are given a choice between staying with MGC and staying with AT&T. Indeed, we question whether AT&T might view it as a breach of a contract tariff (possibly entitling AT&T to liquidated damages) for certain of its customers to terminate their AT&T service in order to stay with MGC. Given these considerations, any effort by MGC unilaterally to migrate its customers to a different IXC not only would have raised confusion among the carriers' shared customers, but also would have placed MGC at significant legal risk.

17. The record indicates that AT&T was aware of the issues posed by the carriers' shared customers, but it chose not take what we view as reasonable measures to effectuate the termination because it did not wish to inconvenience *its own* customers. If AT&T truly had intended to terminate MGC's originating access service, it should have made reasonable efforts to begin the process of untangling the two carriers' dealings with their shared

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[32] During the hearing in this case, AT&T introduced evidence tending to show that it would be unreasonably burdensome to require AT&T to develop a means of blocking MGC's traffic from coming onto AT&T's network. Minitrial Transcript at 51-85, 115-118. We credit that evidence. Our decision in this matter is in no way based on a finding that, to terminate MGC's service, AT&T was required to block MGC's traffic.

[33] *See* 47 U.S.C. § 258(a); *Implementation of the Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996; Policies and Rules Concerning Unauthorized Changes of Consumers Long Distance Carriers*, Second Report & Order and Further Notice of Proposed Rulemaking, 14 FCC Rcd. 1508, 1510 (1998); 47 C.F.R. § 64.1150.

customers. For example, AT&T might well have initiated talks with MGC on how the shared customers would be contacted and notified of the requirement that they switch either local or long distance providers. Indeed, William Taggart, AT&T's district manager for CLEC contract development and management, testified that he and other AT&T personnel discussed this precise issue.[34] However, it does not appear from the record that AT&T initiated any such conversations with MGC.[35]

18. The record demonstrates that this lack of action by AT&T was attributable to its desire to avoid service interruption or other inconvenience for its own customers. Thus, Mr. Taggart testified that the company "felt that any kind of . . . stopping of traffic flowing between the two companies would be very destructive between MGC's end user customers and [AT&T's] long distance customers."[36] Similarly, during his deposition, Philip Miller, the author of AT&T's July 21 letter, testified that AT&T did not consider blocking MGC's traffic because it was unwilling to risk losing existing business customers:

> [W]e determined first of all that it would be onerous on our part and two, that *more importantly, it would be onerous and inconvenient for our business customers* so as per my July letter to MGC, our decision on AT&T's part was not to block even though we had not ordered the service. *We did it on behalf of our business customers -- the convenience of our customers.*[37]

19. While AT&T claims it unambiguously indicated its desire to terminate the relationship with MGC, its own employees made affirmative decisions not to take reasonable steps to effectuate this goal because they did not wish to interrupt the service of, or otherwise inconvenience, AT&T's existing long distance customers. As indicated by Mr. Miller, this likely is why AT&T chose to include the same equivocal language about continuing to complete calls from MGC customers in each of its communications to MGC. Having chosen

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[34] Mr. Taggart testified during deposition: "[T]o the extent that calls ended up being blocked by MGC, we felt that there was a need . . . to work with MGC to come up with some kind of communication to MGC local customers that were currently PIC'ed to AT&T and [give] them their options." William Taggart Deposition at 50:22 - 51:6 (MGC Hearing Exh. No. 25).

[35] *See, e.g., id.* at 51:7-21 (Taggart's testimony that, to his knowledge, no one from AT&T discussed with MGC the process of giving shared customers the option of choosing either a different IXC of a different LEC).

[36] *Id.* at 20:14-18. *See also id.* at 24:12-15 (AT&T's decision to continue accepting traffic motivated by concern about "reaction both from a customer standpoint, from an MGC standpoint and from an FCC standpoint").

[37] Philip Miller Deposition at 34:4-12 (MGC Hearing Exh. No. 26) (emphasis added).

to continue carrying traffic for the convenience of its customers (and presumably for the business advantage that it derived therefrom), AT&T cannot claim that it nevertheless intended to terminate its access service arrangement with MGC, and did so unambiguously.

20. The effect of AT&T's apparently calculated ambiguity was to place MGC in an intractable dilemma: it was forced to choose between sending traffic to AT&T, knowing it would not be paid, and blocking MGC subscribers' traffic from AT&T's network, thereby running the legal risks addressed above.[38] Under these circumstances, we conclude that AT&T was obligated to make its intent to terminate absolutely unambiguous. It failed to accomplish this.

21. With respect to categories of traffic other than 1+, it is also likely that AT&T would have undertaken at least some discussions with MGC if it had wished to terminate MGC's access service. For both toll-free (1-8YY) traffic and dial-around (10-10-XXX) traffic, AT&T likely would have wanted to participate in the composition of -- or at least know the content of -- any message that customers would receive from MGC indicating that AT&T would no longer accept these categories of traffic from MGC. In any event, we note that AT&T's communications did not distinguish between the various types of traffic so that MGC might treat these categories differently than 1+ traffic.

22. Similarly, AT&T's correspondence made no distinction between originating and terminating traffic. As noted above, the only service at issue in this proceeding is that for originating access. AT&T does not contend that it has terminated its agreement with MGC for terminating access service, nor does it contest its obligation to pay MGC for that service. However, none of AT&T's correspondence makes any distinction between the two types of access service. Rather, the July 21 letter states simply that "AT&T will not purchase switched access services under the terms and conditions of the MGC Communication tariff." It appears that, even in AT&T's contemplation, the record correspondence did not evince an intention to refuse terminating access service from MGC. Since the letters speak only in terms of "switched access service," it is unclear to us why, as AT&T argues, they necessarily reflect a different intent with respect to originating access service. More importantly, we see no reason that MGC would have discerned this distinction from AT&T's correspondence. This further supports our conclusion that both AT&T's communications and its conduct were equivocal.

23. Significantly, the record indicates that, even after the beginning of this proceeding, AT&T continued to permit MGC customers to choose AT&T as their presubscribed interexchange carrier, notwithstanding its claimed intention to reject MGC's access service after August 22, 1998. Thus, MGC submitted evidence showing that, between August 25, 1998 and May 24, 1999 (a week after MGC filed its complaint in this matter),

[38] *See supra* paragraph 16.

over 1,800 MGC end users selected AT&T as their PIC and were subscribed to that carrier's service.[39] Nothing in the record indicates that AT&T instructed MGC to stop permitting its customers to subscribe to AT&T or otherwise stated its intention not to receive the originating access service that certainly would accompany each new MGC customer who chose AT&T. To the contrary, Mr. Taggart testified that the company determined not to raise with MGC the issue of continuing PIC subscriptions after AT&T had purported to terminate service.[40]

24. Responding to this aspect of the record, AT&T argues that a customer's selection of AT&T as its PIC does not amount to an order by AT&T of MGC's access service.[41] This may be true, and we recognize that, under the Commission's rules, it typically is the LEC, not the IXC, that executes a customer's instructions to subscribe that customer to a particular long distance provider.[42] Nevertheless, it is hardly consistent with AT&T's claimed intention to stop receiving MGC's originating access service for the company to continue to accept new subscribers from MGC, without either protest or some statement that AT&T no longer wished to receive MGC's access service.

25. AT&T's actions after July 21 in no way clarify its equivocal correspondence that purported to terminate MGC's service. Indeed, we find that, in some ways, those actions perpetuated the ambiguities in the correspondence. We therefore conclude that AT&T did not unambiguously state its intention to terminate MGC's service. By this result, we do not intend to require some specific formula or boilerplate language for terminating tariffed service. We do require, however, that a party wishing to terminate service under a tariff explicitly and unequivocally state its intention and act in a manner consistent with that intention. We are confident that, when a carrier has genuinely decided to terminate service, it

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[39] *See* MGC Hearing Exh. No. 1, "Presubscription Requests by MGC Customers Accepted by AT&T Following August 22, 1998."

[40] William Taggart testified as follows:

> Q: Was that ever discussed, the idea of coming to MGC directly and saying don't allow your customers to PIC AT&T anymore?
>
> A: When we told MGC that we did not want to purchase their service, we felt that it was their decision, whether they wanted to continue to PIC customers to AT&T.

Taggart Deposition at 50:9-15.

[41] *See* AT&T Proposed Findings at 28-29, ¶¶ 57-58.

[42] *See* 47 C.F.R. § 51.209(b); *Local Competition Second Report & Order*, 11 FCC Rcd. at 19419-20, ¶ 50.

will be able to express that decision in both words and actions that do not admit of the ambiguity that we find surrounded AT&T's actions here.

IV. CONCLUSION

26. For the reasons discussed above, we conclude that AT&T's July 21, 1998 letter and its later correspondence, especially when viewed against the background of AT&T's subsequent actions, failed to give MGC sufficiently unambiguous notice of AT&T's intent to terminate the arrangement under which MGC provided originating access service. Notwithstanding AT&T's purported termination of MGC's access service, AT&T's letters stated that it would continue to avail itself of that service for the indefinite future. Consistent with this statement, AT&T did, in fact, continue willingly accepting MGC's access service, as the record reflects, for the convenience of AT&T's customers, and, we conclude, for the business advantage that AT&T received therefrom. Furthermore, apart from the purported termination correspondence, AT&T failed to take certain steps that, we conclude, a carrier likely would take if it truly wished to terminate a LEC's originating access service. Chief among these steps is initiating the process of migrating AT&T's and MGC's shared customers to either a new LEC or a new IXC.

27. Having failed effectively to terminate its access relationship with MGC, we conclude that AT&T's refusal to pay for the originating access service that it has received since August 22, 1998, amounts to impermissible self-help and a violation of section 201(b) of the Act. We accordingly grant MGC's complaint in this matter and hold that AT&T is liable to MGC, at MGC's tariffed rate, for the originating access service that it received from August 22, 1998, through the date of this order. The parties have stipulated that, between August 22, 1998 and March 31, 1999, AT&T withheld payment for MGC's originating access service in the amount of $1,966,240.07.[43] We additionally conclude that AT&T is liable for interest on the stipulated amount at the rate published by the United States Internal Revenue Service for tax refunds.[44] We are confident that the parties similarly will be able to reach agreement on any unpaid balance that has accumulated since March.

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[43] *See* Joint Statement of Disputed and Undisputed Facts and Legal Issues at 5, ¶ 26.

[44] *See MCI Telecommunications Corp. v. Pacific Bell Tel. Co.*, 8 FCC Rcd. 1517, 1530, ¶ 48 (1993), *vacated in part on other grounds sub nom. MCI Telecommunications Corp. v. FCC*, 59 F.3d 1407 (D.C. Cir. 1995).

V. ORDERING CLAUSES

28. Accordingly, IT IS ORDERED that, pursuant to sections 1, 4(i), 4(j), 201 and 208 of the Act, as amended, 47 U.S.C. § 151, 154(i), 154(j), 201, 208, and pursuant to the authority delegated to the Common Carrier Bureau in sections 0.91 and 0.291 of the Commission's rules, 47 C.F.R. § 0.91, 0.291, MGC's formal complaint filed in this proceeding IS GRANTED.

29. IT IS FURTHER ORDERED that AT&T is liable to MGC and SHALL PAY the stipulated amount of $1,966,240.07, plus interest at the rate published by the United States Internal Revenue Service, for originating access service that AT&T received from MGC between August 22, 1998 and March 31, 1999.

30. IT IS FURTHER ORDERED that the parties SHALL CONFER regarding the damages (including interest), accruing after March 31, 1999, for which AT&T is liable as a result of its actions in this matter. In the event that the parties are unable to reach agreement on this damages figure, MGC may file a further complaint in the appropriate forum.

31. It is FURTHER ORDERED that, consistent with MGC's unopposed motion, Counts II and III of the Complaint are hereby DISMISSED.

FEDERAL COMMUNICATIONS COMMISSION



Robert C. Atkinson
Deputy Chief, Common Carrier Bureau

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of

COMMUNIQUE TELECOMMUNICATIONS, INC. dba LOGICALL

Petition for Declaratory Ruling and Interim Relief Against the National Exchange Carrier Association's Unauthorized Interference with the Continued Provision of Authorized Resale Carrier Operations

National Exchange Carrier Association

Petition for Declaratory Ruling Regarding the Effectiveness of Tariff Rates and Regulations Governing Lifeline Assistance and Universal Service Fund Charges During the Period April 1 through July 31, 1989

DECLARATORY RULING AND ORDER

Adopted: May 23, 1995; Released: May 25, 1995

By the Chief, Common Carrier Bureau:

1. On April 21, 1993, Communique Telecommunications, Inc., dba LOGICALL (Communique), filed a petition for declaratory ruling and interim relief against the National Exchange Carrier Association (NECA)[1] and the local exchange carriers (LECs) providing interstate access services to Communique. Communique is a reseller of interstate telecommunications services. Communique seeks a declaratory ruling that NECA does not have statutory or other authority to bill and collect from Communique the Universal Service Fund (USF) and Lifeline Assistance (LA) charges contained in NECA's Tariff F.C.C. No. 5.[2] Communique also asks the Commission to rule that NECA's member LECs may not disconnect or otherwise interfere with local access services being provided to Communique while the Commission determines the lawfulness of NECA's tariffing, billing and collecting of the USF and LA charges under Part 69 of the Commission's rules.

2. Communique's petition was placed on public notice on May 10, 1993. On June 21, 1993, comments were filed by NECA, the National Telephone Cooperative Association (NTCA), Southwestern Bell Telephone Company (Southwestern), the United Telephone Companies (United) and the United States Telephone Association (USTA). Replies were filed by NECA, the Organization for the Protection and Advancement of Small Telephone Companies (OPASTCO) and Communique on July 12, 1993.

3. Previously, on December 5, 1990, NECA had filed a petition for declaratory ruling that the Commission's rules and NECA Tariff F.C.C. No. 5 require Allnet Communications Service, Inc. (Allnet) to pay USF and LA charges for the period April 1 through July 31, 1989. NECA further sought a ruling that the "self-help" provisions in Section 2.1.8 (f) of its tariff and similar provisions found in access tariffs of LECs that are not members of the NECA pools, which permit LECs to refuse to provide additional service or to discontinue existing service for nonpayment of bills, may be used to force Allnet to pay the delinquent USF and LA payments.[3] These are the provisions that Communique asks not apply to it while its petition is pending before the Commission.

4. We deny Communique's petition and conclude that NECA has authority to bill and collect USF and LA charges on behalf of the LECs, and that the administration of the USF and LA programs through the access charge plan has been affirmed through judicial review.[4] We deny Communique's request for interim relief because we find that it has failed to make the requisite showing for such relief. With respect to NECA's petition, we conclude that if Allnet had the requisite number of presubscribed lines during the period in question, it is liable for the USF and LA charges billed by NECA for the period between April 1 and July 31, 1989. We reach no conclusion on the issue of the lawfulness of NECA's and other LECs' self-help provisions raised in both Communique's and NECA's petitions. Instead we find that the issue is properly addressed in the complaint process rather than through requests for declaratory ruling.

[1] NECA is an association of all local exchange carriers created by Section 61 Subpart G of the Commission's rules. 47 C.F.R. § 61.601 *et seq.* NECA prepares and files access charge tariffs on behalf of all telephone companies that do not file separate tariffs or concur in a joint access tariff of another telephone company for all access elements. NECA also administers the Universal Service Fund and Lifeline Assistance programs.

[2] As discussed below, the USF and LA charges are per-line charges assessed on all interexchange carriers that use local exchange switching facilities to provide interstate or foreign telecommunications services and that have at least .05 percent of the total subscriber lines presubscribed to interexchange carriers.

[3] On December 10, 1990, Allnet filed a motion to dismiss NECA's petition or, in the alternative, to stay the proceeding pending the resolution of its court case. NECA filed its opposition to Allnet's motion on December 20, 1990. On January 4, 1991, Allnet filed its reply to NECA's opposition. NECA's petition was not placed on public notice. Allnet's opposition and the responsive pleadings did not address the issues for which NECA seeks declaratory ruling. Allnet argued that the timing of NECA's petition was improper because the matter was already before the courts, *citing Allnet Communications Services, Inc. v. NECA*, 741 F. Supp. 983 (1990); 965 F.2d 1118 (D.C. Cir. 1992). Subsequently, the Court of Appeals upheld the lower court's dismissal of Allnet's complaint and held that the Commission has primary jurisdiction over the substantive issues raised. Because the court proceedings have concluded, we need not address Allnet's opposition.

[4] *See NARUC v. FCC*, 737 F.2d 1095 (D.C. Cir. 1994), *cert. denied*, 469 U.S. 1227 (1985) (stating "[w]e therefore affirm the FCC's orders in all major respects.").

I. BACKGROUND

5. The Commission regulates the rates local exchange carriers (LECs) charge to recover the costs associated with providing interstate telecommunications services. The states regulate LEC rates that recover costs associated with intrastate services (local service and intrastate long distance services). The cost of telephone facilities that can be used to provide both interstate and intrastate services are allocated between the two jurisdictions. These jointly used facilities include local "loops" -- a term used to describe the telephone wires, poles, and other facilities that directly link each telephone customer's premises to a telephone central office in the public switched telephone network and can be used for making and receiving intrastate and interstate telephone calls.

6. On a nationwide, average basis, telephone companies allocate approximately 27 percent of their loop costs to the interstate (federal) jurisdiction and 73 percent to the state jurisdiction.[5] Individual LECs' average cost per loop, however, varies significantly. The Commission's high cost assistance program, which is known as the Universal Service Fund (USF), permits LECs with costs per loop that are well above the nationwide average to allocate a higher percentage of those costs to the interstate jurisdiction and receive payments from the USF to recover those additional allocated costs from interstate revenues. In this manner, the high cost assistance program enables eligible LECs to maintain their local rates at reasonable levels and thereby furthers one of the more important goals of federal and state regulation -- the preservation of universal telephone service.

7. The Lifeline Assistance (LA) programs are designed to promote universal service by helping low income individuals afford telephone service. The LA programs reflect matching local rate reductions approved by state utility commissions, and may take the form of a reduction in monthly charges or a reduction in service connection and installation charges. These state reductions are matched by corresponding reductions in the federal subscriber line charges -- a fixed monthly amount charged to all subscribers that covers a portion of the loop costs assigned to the interstate jurisdiction. A third program, Link-Up America, allows low income households to connect to the telephone network.[6] Under these programs, beneficiaries must pass a "means" test, such as eligibility for food stamps or Medicaid, and each applicant's eligibility for benefits must be verified. The states submit their plans and proposed qualification standards to the Commission for certification.

8. The present USF and LA programs began on April 1, 1989, and are funded by charges assessed on qualifying interexchange carriers in proportion to their presubscribed lines for interstate service.[7] Specifically, interexchange carriers that use local exchange switching facilities to provide interstate or foreign telecommunications services are charged for USF and LA if they have .05 percent or more of the total nationwide subscriber lines[8] that are presubscribed to an interexchange carrier for "1+" service.[9] These USF and LA charges are monthly per-line charges, computed and assessed by NECA. The level of the per line charge depends upon data submitted by the LECs, in compliance with Sections 69.116 and 69.117 of the Commission's rules.[10] The USF and LA charges are specific rate elements in access charge tariffs. The access charge tariff prepared by NECA is used by LECs that participate in the NECA pools.[11] while LECs that do not participate in the NECA pools maintain their own tariffs. USF and LA assistance is available to all LECs.

9. The rules now in effect superseded rules adopted by the Commission on May 19, 1987 that provided that an interexchange carrier would have to contribute to the USF and LA if it had at least one percent of the total presubscribed lines in all study areas. Under the superseded rules an interexchange carrier with five percent of the presubscribed lines in any single study area and a minimum of 1,000 presubscribed lines in that study area, would also be charged for USF and LA assistance.[12] NECA reported that an analysis of presubscribed lines data indicated that under the one percent threshold some very small interexchange carriers would have to contribute to the USF and LA while some medium-sized carriers would not. This occurred because some very small interexchange carriers had a relatively large regional presence (greater than 5 percent of the presubscribed lines in a study area) while some medium size interexchange carriers (on a na-

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[5] Monitoring Report, CC Docket No. 87-339, May 1993, at 71.

[6] Under the Link-Up America plan, federal assistance pays one-half of the connection charges, up to a maximum of $30.00. If a LEC offers a deferred payment plan for service commencement charges and it does not assess the subscribers any interest charges, federal assistance will be available to that LEC to cover the interest on costs of up to $200.00.

[7] Concerning USF charges, *see* MTS and WATS Market Structure, 93 FCC 2d 241, 281-82 (1983), *recon.*, 97 FCC 2d 682, 689, *further recon.*, 97 FCC 2d 834 (1984), *aff'd in principal part and remanded in part, NARUC v. FCC*, 737 F.2d 1095 (D.C. Cir. 1984), *cert. denied*, 469 U.S. 1227 (1985); *see also, Rural Telephone Coalition v. FCC*, 838 F.2d 1307, 1313-15 (D.C. Cir. 1988). Concerning LA charges, *see* MTS and WATS Market Structure, Amendment of Part 67 of the Commission's Rules and Establishment of a Joint Board, CC Docket Nos. 78-72 and 80-286, *Order*, 2 FCC Rcd 2953 (1987), *aff'd on recon.*, 3 FCC Rcd 4543 (1988), *aff'd, Dist. of Columbia Publ. Serv. Comm'n v. FCC*, 897 F.2d 1168 (D.C. Cir. 1990); *see also* MTS and WATS Rate Structure, *Recommended Decision and Order*, 2 FCC Rcd 2324, 2332 (1987).

[8] A "subscriber line" or "common line" is the local loop or the facilities connecting the telephone company central office with the customer's premises.

[9] To be presubscribed to an interexchange carrier for 1+ service means that when a subscriber dials "1" as the first digit of an interLATA call, the call is automatically handed off to and carried to its destination by the interexchange carrier previously selected by that subscriber. The Modification of Final Judgment defines 1+ service as a service that "permits each subscriber automatically to route, without the use of access codes, all the subscriber's interexchange communications to the interexchange carrier of the customer's designation." Modification of Final Judgment, app. B ¶ A(2)(ii), 552 F. Supp. 225, 233.

[10] 47 C.F.R. §§ 69.116 and 69.117.

[11] LECs that charge rates in the tariffs prepared by NECA all charge the same rates, even though their costs to provide services vary from company to company. The revenues collected through the tariff rates are "pooled." Each company then receives an amount of the pooled revenues to cover its costs, plus its share of the return earned by the pool. This pooling process is administered by NECA.

[12] MTS and WATS Market Structure, Amendment of Part 67 of the Commission's Rules and Establishment of a Joint Board, 2 FCC Rcd 2953 (1987).

tionwide basis) did not. For this reason, in November 1988, the Commission proposed to change both the one-percent and five-percent qualification criteria to a .05 percent threshold only.[12] While the revisions were not adopted until July 21, 1989 (and became effective 30 days after their release),[14] NECA and the LECs participating in its tariff had previously sought and received a waiver of the original criteria to permit use of the proposed .05 percent criteria to determine USF and LA interexchange carrier liability.[15] This waiver also permitted them to use the revised criteria in the 1989 access tariff filing. Those tariffs became effective April 1, 1989, between four and five months prior to the Commission's adoption of the new rule.

10. Communique's petition states that in January of 1993, Communique received letters from NECA seeking to collect past due USF and LA charges in the amount of $265,030.76. According to Communique, NECA's letter of January 22, 1993 stated that under Section 8.1 of the NECA tariff, NECA may send written notification to companies that have not paid USF and LA charges and that the LECs may take action, including disconnection or refusal to provide new access services.[16] Communique states further that it informed NECA, by letter of February 25, 1993, that it was working to establish a payment program for the charges and that payment would be made under protest.[17] Subsequently, Communique filed its petition.

11. Allnet, which was not required to pay USF or LA charges initially because it did not meet the original presubscribed line thresholds, has refused to pay charges associated with the USF and LA programs for the period from April 1 to July 31, 1989, the period covered by the waiver described in the preceding paragraph. It has, however, paid those charges after that period. When NECA threatened to invoke its tariff provisions enabling members to discontinue service to carriers for nonpayment of charges, Allnet sought injunctive and declaratory relief from the United States District Court.[18] Allnet also sought a declaratory ruling that it owed no USF or LA amounts for the period from April 1 to July 31, 1989, and requested the court to enjoin NECA from exercising the tariff's self-help provision. On July 31, 1990, the court issued an order dismissing Allnet's petition, effectively denying its request for injunctive relief, on the grounds that NECA was not a common carrier and therefore not subject to the court's jurisdiction under Section 207 of the Communications Act.[19] On appeal of that district court opinion, the United States Court of Appeals for the District of Columbia rejected the District Court's reasoning but affirmed the dismissal of the case on the ground that the Commission had primary jurisdiction over the dispute.[20] After the District Court's decision, but before the Court of Appeals decision, NECA filed its petition for declaratory ruling with the Commission.

II. DISCUSSION

A. NECA's Authority to Bill and Collect USF and LA Charges

1. Positions of the Parties

12. Communique argues that NECA is not a common carrier under the Communications Act and, therefore, it does not have authority to file tariffs and bill and collect charges based on such tariffs under Title II of the Act. Communique asserts that until the Commission and the courts resolve the issue of NECA's authority under Title II, NECA should not be permitted to exercise prerogatives of a Title II carrier, including disconnecting service for nonpayment of bills.[21] Since NECA has no authority to tariff USF and LA charges, and since those charges are not tariffed elsewhere (*i.e.*, by the LECs themselves), Communique maintains, Sections 203[22] and 217[23] of the Communications Act preclude NECA from billing and collecting such charges or effecting disconnection of Communique's access services for nonpayment.[24] Communique asserts that nothing in the express language of the Act authorizes a non-carrier to make tariff filings and that the Act does not expressly permit non-carriers to take the place of, or to substitute for, a carrier in discharging its common carrier duties and obligations under the Act.

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[13] Amendment of Part 69 of the Commission's Rules Relating to the Assessment of Charges for the Universal Service Fund and Lifeline Assistance, *Notice of Proposed Rulemaking*, 4 FCC Rcd 2041 (1988). Under this threshold, only those interexchange carriers with .05 percent or more of the total presubscribed lines ("1+" access lines) allocated to interexchange carriers would be charged for USF and LA assistance.

[14] Amendment of Part 69 of the Commission's Rules Relating to the Assessment of Charges for the Universal Service Fund and Lifeline Assistance, *Memorandum Opinion and Order*, 4 FCC Rcd 6134, 6137 (1989), *review denied, ALC Communications Corp. v. FCC*, 925 F.2d 487 (D.C. Cir. 1991).D

[15] Annual 1989 Access Tariff Filings Petitions for Waiver and Petition for Reconsideration, *Memorandum Opinion and Order*, 4 FCC Rcd 413, 420 (Com. Car. Bur. 1988).

[16] Communique Petition at 4-5.

[17] *Id.* at 5.

[18] *Allnet Communications Services, Inc. v. National Exchange Carrier Association, Inc.*, CA 89-3345-SSH, Complaint for Declaratory Judgment and Injunctive Relief (D.D.C. filed Dec. 14, 1989). In exchange for an agreement from NECA not to use self-help while this matter was before the court, Allnet agreed not to raise a statute of limitations defense against NECA should NECA prevail. *See NECA v. Allnet Communications Services, Inc.*, No. 91-0600, Order (D.D.C. Oct 23, 1991).

[19] *Allnet Communications Services, Inc., v. NECA*, 741 F. Supp. 983 (D.D.C. 1990)..

[20] *Allnet Communication Service, Inc. v. National Exchange Carrier Association, Inc.*, 965 F.2d 1118 (D.C. Cir. 1992).

[21] *Id.* at 6-7, *citing Allnet Communications Services, Inc. v. NECA*, 741 F. Supp. 983 (D.D.C. 1990), 965 F.2d 118 (D.C. Cir. 1992); *American Sharecom, Inc. v. Southern Bell Tel. & Tel. Co.*, No 9-87-1334, slip. op. (D.D.C. August 18, 1989); *see also* Communique Reply at 3-4, *citing United States v. State of California*, 297 U.S. 175, 181, 56 S. Ct. 421, 423 (1936); *U.S. v. Brooklyn Eastern District Terminal*, 249 U.S. 296, 304 (1919); *Terminal Taxicab Co. v. District of Columbia*, 241 U.S. 252, 254 (1916); *see also AT&T Communications v. FCC*, No 92-1053 (D.C. Cir. Nov. 13, 1992).

[22] Section 203 of the Communications Act contains provisions concerning, *inter alia*, the filing of rates by common carriers. 47 U.S.C. § 203.

[23] Section 217 of the Communications Act addresses the liability of a carrier for the acts and omissions of agents. 47 U.S.C. § 217.

[24] Communique Petition at 7-8.

13. Communique also asserts that because Section 216 of the Act[23] expresses a Congressional intent that only receivers and trustees of carriers may stand in place of the actual carrier for purposes of the Act's application, an agent, such as NECA, may not. According to Communique, Section 217's provision of liability by a carrier for the acts or omissions of its agent does not entitle the agent to exercise the carrier's rights or obligations, including the obligation to file tariffs. Hence, Communique asserts that when Congress addressed the application of the Act to non-carriers, it did so specifically, and in a very limited way. These sections, Communique argues, preclude the FCC or a court from expanding the application of Title II to include NECA.[24] Communique also argues that the USF and LA charges constitute an unlawful tax in violation of Article I, Section 7 of the U.S. Constitution.[27]

14. Communique states that in *American Sharecom*,[28] the court concluded that NECA was not subject to liability under Sections 206 and 207[29] of the Act because these sections imposed liability only on common carriers for any act that violates the Act. Communique maintains that the court dismissed the claims against NECA in that case because it found no statutory basis to treat NECA as a common carrier even if it is an agent of LECs.[30]

15. Finally, Communique argues that the Court in *Rural Telephone Coalition v. FCC*, 838 F.2d 1307 (D.C. Cir. 1988),[31] "couched" its concerns about the inequities established by the USF program on the transitory nature of the USF plan and the Commission's need to establish an access charge plan at the time of divestiture.[32] Communique asserts that now, ten years later, this "transition" mechanism is still in place, but nothing has been done to address the inequities, which have only worsened. Communique does not describe these "inequities." Communique argues that the Commission has a duty to revisit its policies and to adapt them to new circumstances.[33]

16. USTA, NECA and Southwestern argue that the Commission's access charge rules require NECA to file tariffs on behalf of its member companies.[34] USTA argues that under Part 69 of the Commission's rules, interexchange carriers were required, effective April 1, 1989, to pay two new rate elements -- Lifeline Assistance and Universal Service Fund -- to help assure universal availability of telephone service funding programs established to reduce rates charged by high cost local exchange carriers.[35] NECA and USTA also assert that the rules require non-pooling LECs' tariffs to cross-reference NECA's USF and LA tariff provisions.[36] Southwestern and USTA further state that the Commission's rules give NECA authority to collect and distribute access charge revenues.[37] USTA argues that NECA's USF and LA charges have the same force and effect as a LEC's own access tariff charges and that the same authority to enforce collection applies.[38]

17. NECA argues that, contrary to Communique's claims, the court in *Rural Telephone Coalition v. FCC*, 838 F.2d 1307 (D.C. Cir. 1988), directly addressed and rejected the petitioners' claim that USF assessments constitute an unlawful "tax" in violation of Article I, Section 7 of the Constitution.[39]

18. NECA asserts that USF revenue requirements have grown pursuant to an eight-year "phase in" prescribed as part of the Commission's original USF plan, and currently are well within the amounts contemplated by the Commission when it established the plan.[40] NECA argues that the policies underlying the USF and LA programs are still valid and in the public interest.[41] But, even if it were true that the USF program requires further revisions, NECA continues, this would not absolve Communique of its obligation to pay the assessed USF and LA charges, which are calculated in accordance with current Commission rules, and which are set forth in NECA's filed and effective tariff. Similarly, according to NECA, the fact that the Commission has initiated an investigation of NECA's most recent USF filings, or the fact that it is examining NECA pooling safeguards in Docket 93-6, cannot possibly justify nonpayment of tariffed USF and LA charges.

19. Communique's position is that, because NECA is not a common carrier, NECA cannot file tariffs pursuant to Section 203 of the Act, and thus cannot collect charges for USF and LA from Communique. We disagree. The Commission in creating NECA implicitly recognized that NECA would act as a tariff filing agent for its member common carriers. The Commission found that, given the structure of the industry at the time of the enactment of

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[23] Section 216 of the Communications Act states that the provisions of the Act "apply to all receivers and operating trustees of carriers subject to [the] Act to the same extent that it applies to carriers." 47 U.S.C. § 216.

[26] Communique Petition at 10-11; *see also* Communique Reply at 4.

[27] Communique Petition at 21.

[28] *American Sharecom, Inc. v. Southern Bell Tel. & Tel. Co.*, No 87-1334, slip op. (D.D.C. August 18, 1989).

[29] Sections 206 and 207 of the Communications Act address the liability of carriers for damages and the recovery of damages, respectively. 47 U.S.C. §§ 206, 207.

[30] Communique Petition at 9.

[31] In *Rural Telephone Coalition* the court affirmed the Commission's allocation of local exchange costs between interstate and intrastate jurisdictions. The court held that: (1) allocation of 25 percent of non-traffic sensitive costs to the interstate jurisdiction did not constitute confiscation of an interexchange carrier's property; (2) the 25 percent allocation was not a tax; (3) the 25 percent allocation was a reasonable and carefully considered element of transition toward a national telephone rate structure based primarily on access charges; (4) the USF proposal was within the Commission's statutory authority; (5) the Commission's proposed creation of the fund was neither arbitrary nor capricious; and (6) the Commission's amendment to the separations manual was a substantive change mandating seven-day traffic studies.

[32] Communique Petition at 23-24, citing 838 F.2d at 1316; *see also* Communique Reply at 8.

[33] Communique Petition at 24.

[34] USTA Comments at 3-4; NECA Comments at 6-7; NECA Replies at 2-3; Southwestern Comments at 2.

[35] USTA Comments at 5-6; *accord* United Telephone Companies Comments.

[36] USTA Comments at 5-6; NECA Comments at 6-7; NECA Replies at 2-3.

[37] USTA Comments at 6-7, citing 47 C.F.R. § 69.603(a); Southwestern Comments at 5-6.

[38] USTA Comments at 5-6; *accord* Comments of the United Telephone Companies.

[39] NECA Comments at 12-13.

[40] *Id.* at 13. *See* National Exchange Carrier Association, Inc., Tariff F.C.C. No. 5, Transmittal No. 518, *Reply (errata* filed December 15, 1992); *see also* National Exchange Carrier Association, Inc. Tariff F.C.C. No. 5, Transmittal No. 475, *Reply*, (filed December 12, 1991).

[41] NECA Comments at 13-14, citing Communique at 23, *citing Bechtel v. FCC*, 957 F.2d 873, 881 (D.C. Cir. 1992).

the Communications Act of 1934, Congress effectively made American Telephone and Telegraph (AT&T) the tariff filing agent for the industry.[42] *Thus, AT&T's tariff filing* agent role was codified in Section 203(a).[43] The Commission, in its creation of NECA, required NECA to "compute the charges and prepare and justify the tariffs on behalf of all the participating carriers."[44] Thus, the Commission essentially replaced AT&T with NECA in this tariff filing agent role.[45]

20. Moreover, in *Allnet Communications*, the Court of Appeals for the District of Columbia Circuit concluded that "the Commission appears to have assumed that NECA was subject to its tariff regulations. Unless that view violated the clear intent of Congress or was otherwise an unreasonable construction of Section 203, we would defer to it."[46] As explained above, we believe that Section 203 contemplated the use of a tariff filing agent. That the agent itself is not a carrier, we do not believe is a fatal flaw. As the Court recently stated, "[t]he *tariff filing* requirement . . . was Congress' chosen means of preventing unreasonableness and discrimination charges."[47] Because the rates charged by NECA members, which are common carriers, are publicly available and thus subject to review for reasonableness and discrimination, the intent of Section 203 is not frustrated. Indeed, NECA's tariffs fulfill the same role as a tariff filed by the common carrier, therefore furthering the purposes of Section 203. Moreover, we note that the Interstate Commerce Commission's tariff filing rules explicitly permit a carrier's agent to file tariffs for the carrier in the agent's name.[48] The Communications Act of 1934, including Section 203, was largely derived from the Interstate Commerce Act. Therefore, we reject Communique's argument that NECA is precluded from filing tariffs.

21. Moreover, the Commission is authorized by Section 4(i) to "perform any and all acts, make such rules and regulations, and issue such orders, not inconsistent with this Act, as may be necessary in the execution of its functions."[49] An important function of the Commission is ensuring universal service. The establishment and empowerment of NECA is critical to ensuring this goal. NECA oversees the USF, LA and Link-Up America programs, all of which are designed to promote and preserve universal telephone service. The Commission's rules appropriately require NECA to administer, compute, bill and collect charges for those programs.[50]

22. The Court of Appeals has previously recognized the Commission's authority under Section 4(i) to direct a party to file a tariff, even if Section 203 is inapplicable.[51] In *Lincoln Telephone*, for example, the court affirmed a Commission order requiring Lincoln Telephone and Telegraph Co. to offer local interconnections on a tariffed basis to an interexchange carrier. Lincoln asserted that the Commission could not require Lincoln to offer local interconnections on a tariffed basis to MCI because Lincoln, as a connecting carrier, was not subject to the requirements of Section 203. In rejecting Lincoln's argument, the court declared that Section 203(a)'s terms "do not. . . . in any way" provide the exclusive authority under which the Commission can require a tariff to be filed." According to the court, while Section 203(a) did not grant the Commission the requisite authority for its action, the Commission properly exercised its authority under Section 4(i) to require Lincoln to file an interstate tariff.[52]

23. We also believe that NECA's ability to file tariffs on the behalf of its member LECs is not precluded by Section 217 of the Act. Communique argues that NECA does not have authority to tariff USF and LA charges and that Sections 203 and 217 preclude NECA from billing charges not tariffed elsewhere or from effecting disconnection of service to Communique.[53] As discussed above, we conclude that Sections 203 and 4(i) authorize Commission rules directing NECA to tariff USF and LA charges. Section 217 merely states that carriers are responsible for the acts, omissions, or failures of its agents, officers and employees. We find no basis for Communique's assertion that Section 217 reflects a congressional intent to restrict the activities of carriers' agents and that Section 203 and Section 217 preclude NECA from acting as agent for its member companies by developing tariffs and billing and collecting funds pursuant to those tariffs. We also find that Communique's argument based on Section 216, which addresses the application of the Act to receivers and trustees, is irrelevant to the issue before us. We therefore conclude that NECA is authorized under the Commission's rules to file tariffs, and to bill and collect the USF and LA charges, as agent for its member local exchange carriers and that the Commission rules empowering NECA to take these actions are a valid exercise of the Commission's statutory authority.

24. We also disagree with Communique that the USF charges are an unconstitutional tax. In *Rural Telephone Coalition*, the court explained that a regulation is a tax only when its primary purpose is raising federal revenue.[54] As we stated in paragraph 6, *infra*, the primary purpose of the USF is to further the goal of preserving universal telephone service, not to raise federal revenue. Moreover, the USF and LA programs are components of a system designed to recover non-traffic sensitive costs of the telephone network. As the court in *Rural Telephone Coalition* explained, there is "no reasonable way to construe the [non-

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[42] MTS and WATS Market Structure, Third Report and Order, 93 FCC 2d at 333.
[43] *Id.*
[44] *Id.*
[45] *Id.* at para. 341 (describing the request for comment on the Commission's "proposal to create a new intra-industry entity to perform the tariff filing and pool distribution functions because such an AT&T role in the post-divestiture environment would appear to conflict with the spirit, and possibly the letter, of the *the then-proposed consent decree.*")
[46] *Allnet Communications Services, Inc. v. NECA*, 965 F.2d at 1120.
[47] *MCI Telecommunications Corp. v. AT&T*, 114 SCt. 2223 (1994).
[48] *See* Sections 1312.10, 1312.4(d) and1312.1(a)(2) of the ICC Rules, 49 C.F.R. §§ 1312.10, 1312.4(d) and1312.1(a)(2).
[49] *See* Section 4(i) of the Commission's Rules, 47 U.S.C. § 154(i).
[50] *See* Sections 69.101, 69.116 and 69.117 of the Commission's Rules, 47 CFR §§ 69.101, 69.116 and 69.117.
[51] *Lincoln Telephone and Telegraph Co. v. F.C.C.*, 659 F.2d 1092 (D.C. Cir. 1981) (*Lincoln Telephone*).
[52] *Lincoln Telephone*, 659 F.2d at 1108-09.
[53] *See* Communique Petition at 7-8.
[54] *Rural Telephone Coalition v F.C.C.*, 838 F.2d 1307, 1314 (D.C. Cir. 1988), *citing Brock v. Washington Metropolitan Area Transit Auth.*, 796 F.2d 481, 488-89 (D.C. Cir. 1986).

traffic sensitive] cost allocation as having the primary purpose of raising federal revenue."[55] The court found the Commission's non-traffic sensitive cost recovery system to be a reasonable method of regulation. Under the reasoning of the court in *Rural Telephone Coalition*, neither the USF nor the LA program can be construed as an unconstitutional tax, as Communique argues.

25. Communique neither states how the USF fund is inequitable nor seeks any specific relief for the alleged inequity other than Commission review. The court found the fund to be "lawful, supported by substantial evidence . . . and rationally connected to the facts."[56] *Rural Telephone Coalition* contains no finding that any imperfections of the fund require any further Commission action. We therefore find Communique's criticism of "inequities" in the USF should have no bearing on the outcome of this proceeding."[57]

B. NECA's Self-Help Tariff Provisions

26. We next turn to the "self-help" provisions of NECA's tariff that are at issue in both the Communique and NECA petitions. Communique asks that we issue a declaratory ruling finding these provisions to be unlawful. Section 2.1.8 of *NECA's Tariff F.C.C. No. 5* states:

> If the National Exchange Carrier Association, Inc. notifies the Telephone Company that the Customer has failed to comply with Section 8 of the National Exchange Carriers Association, Inc., Tariff F.C.C. No. 4 (Lifeline Assistance and Universal Service Fund charges) including any Customer's failure to make payments on the date and times specified therein, the Telephone Company, may, on thirty days' written notice to the Customer by Certified U.S. Mail, take any of the following actions: (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service, (3) discontinue the provision of service to the Customer. In the case of discontinuance, all applicable charges including termination charges shall become due.

As discussed above, NECA files tariffs on behalf of its member LECs. This self-help provision has been in the NECA tariff and the tariffs of all concurring LECs since 1989.[58] These tariffs have been reviewed by the Commission and allowed to become effective pursuant to the Commission's rules and the Communications Act.

1. **Positions of the Parties**

27. Communique argues that, because NECA has not sought disconnection of Allnet's access services despite its refusal to pay the USF and LA charges, the principles of equitable estoppel prevent NECA from now taking such action against Communique. In addition, Communique asserts, each NECA member serving Communique would also be subject to the doctrine of equitable estoppel because discontinuance would constitute a violation of Sections 201-203 of the Act.[59] Moreover, Communique contends that disconnection for non-payment of charges whose reasonableness has been challenged is forbidden by *Reiter v. Cooper* and that it has the right to litigate the reasonableness of those rates prior to making payment.[60]

28. USTA claims that *Reiter*, resolving only the narrow procedural question of whether a court must delay judgment until the regulatory agency having primary jurisdiction over the subject matter has an opportunity to rule on the matter, holds that courts cannot decide claims before a party exhausts its administrative remedies.[61]

29. Communique asserts that if "NECA were allowed to invoke Title II to secure rights for its members, while those against which it uses those rights are denied the protection" of Sections 206-209 of the Communications Act because NECA, as a non-common carrier, is not subject to liability under Sections 206-209, then "those against which NECA acted would be denied equal protection of the law."[62]

2. **Discussion**

30. First we address Communique's assertion that the doctrine of equitable estoppel prevents NECA and its member LECs from using the self-help provision. With respect to NECA, Communique argues that estoppel applies because NECA has not sought disconnection of Allnet's access services and because that discontinuance by NECA's member LECs would violate Sections 201-203 of the Act. We reject these arguments. NECA cannot be estopped from discontinuing service to Communique because NECA does not provide service. Only the member LECs can take action pursuant to the self-help provisions. With respect to the member LECs, even if Communique were correct that discontinuing access services to it would violate Sections 201-203 of the Act, the doctrine of equitable estoppel would not apply. Equitable estoppel precludes a party from asserting a right he otherwise would possess but that he forfeits because of his conduct. The aggrieved party must have justifiably relied upon such conduct and changed his position so that he will suffer injury if the other is allowed to repudiate his conduct. For the doctrine of equitable estoppel to apply to the instant circumstances, the LECs must have a right to disconnect Communique for failure to pay. Communique must show that it has relied upon the LEC's failure to disconnect, and Communique must show that it has been harmed by its reliance. However, Communique has neither taken action that can be construed as a change of position, nor can it demonstrate

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[55] *Id.* at 1314, *citing South Carolina ex rel. Tindal v. Block*, 717 F.2d 874, 887 (4th Cir. 1983) (it is not an exercise of taxing power, but of the power to regulate commerce, to exact deductions from sales of all commercially marketed milk to offset cost of milk price support program), *cert. denied*, 465 U.S. 1080 (1984).

[56] *Rural Telephone Coalition*, 838 F.2d at 1316.

[57] We note that the Commission and a Federal/State Joint Board is currently reviewing the USF mechanisms. Amendment of Part 36 of the Commission's Rules and Establishment of a Joint Board, *Notice of Proposed Rulemaking*, CC Docket No. 80-286, 8 FCC Rcd 7114 (1993)."

[58] *See* Local Exchange Carrier Tariff Revisions for the Application of Universal Service Fund and Lifeline Assistance Program Charges, DA 89-916, released July 31, 1989 (Com. Car. Bur.) (denying petitions of Allnet and MCI Communications Corporation specifically opposing the self-help provisions in the NECA tariff).

[59] Communique Petition at 7.

[60] *Reiter v. Cooper*, 61 LW 4232 (Mar. 9, 1993); *accord AT&T v. The People's Network, Inc.*, Civ. action No. 92-3100 (AJL), (D.C.N.J., Mar. 31, 1993).

[61] USTA Comments at 3-4; *see also* NECA Comments at 9-10.

[62] Communique Petition at 9.

harm from reliance on the LEC's failure to disconnect. Therefore, the doctrine of equitable estoppel does not apply.

31. We also do not believe that Communique is denied equal protection of the law if it is barred from filing a complaint against NECA under Title II.[63] It is not clear, however, that Communique would be barred from filing a Section 208 complaint against NECA. While the Commission has not ruled definitively on the issue, *dictum* suggests that access customers may file complaints against NECA.[64] Moreover, regardless of whether a complaint would lie against NECA, there is no question that Communique can pursue Section 208 complaints directly against all LECs that elect to discontinue service to Communique. If carriers employ the self-help provisions of NECA's *tariff*, Communique would have direct recourse against these carriers through the complaint process. No provision of the Act or of Commission rules limits Communique's procedural rights to raise grievances or seek reparations against such carriers. Thus, Communique's equal protection claim remains unsubstantiated. We therefore deny CTI's request for declaratory ruling and do not rule on the lawfulness of NECA's self-help provisions in this order.

32. Regarding Communique's request for a declaratory ruling, we note that the Bureau's initial review of tariffs and our orders denying petitions against the filings are interlocutory rulings and do not constitute a final determination of the lawfulness of the tariffs. The orders terminating such review simply assert that the contested portion of the tariff is not so patently unlawful that the tariff should be rejected and that no substantial issue has been raised that would require investigation of the tariff. Absent an investigation, the review of proposed tariffs is a limited review. More thorough adjudications occur in response to fact-specific complaints. The resolution of any application of self-help provisions at issue in this proceeding would depend on the facts of the specific case.

33. The determination of whether to issue a declaratory ruling under 47 C.F.R. § 1.2 in a particular proceeding is a matter within the Commission's discretion.[65] Issues that are heavily dependent on factual situations are not appropriately addressed through a declaratory ruling. For example, in *Competitive Telecommunications Association*,[66] the Common Carrier Bureau denied petitioner's request for declaratory ruling that "blocking" the use of competitive 800 access services[67] for the completion of interexchange telephone calls is an unlawful practice. In support of its decision to grant no declaratory ruling, the Bureau explained that the petitioner provided no "specific evidence" of blocking or violation of any provision of the Communications Act, Commission rules or orders. Accordingly, the Bureau stated that issuance of a declaratory ruling or a cease and desist order would be inappropriate. The Bureau concluded that, to the extent a carrier blocks calls, a complaint could be filed against that carrier under Section 208 of the Act.[68]

34. In this case, Communique offers no specific evidence that any carrier discontinued service because Communique had not paid USF and LA charges. Moreover, we do not find that on their face the NECA tariff provisions allowing for self-help violate any provision of the Communications Act, Commission rules or orders. The appropriate forum for resolving Communique's assertions challenging NECA and LEC self-help provisions is either a tariff investigation under Section 204 or 205 or the complaint process. As discussed above, no tariff investigation has been initiated; and to our knowledge, no carrier has attempted to enforce these self-help provisions. If a carrier elects to enforce the NECA tariff's self-help provisions, Communique may file a complaint under Section 208 and present the arguments it has made here, within the context of actual application of NECA's tariff by a participating carrier.

C. Interim Relief

35. We next turn to Communique's request for interim relief pending resolution of its petition to prevent NECA and its member companies from enforcing the self-help provisions against Communique for its failure to pay the USF and LA charges. Communique asserts that *Reiter*[69] requires that its challenge to the lawfulness of NECA's rates must be decided before it has to pay the USF and LA charges.

36. We agree with USTA and others that Communique has incorrectly interpreted the *Reiter* case. We find that *Reiter* did not hold that traditional self-help remedies for non-payment of disputed charges become unavailable to carriers whenever a customer asserts that the charges are unreasonable under the Communications Act. In fact, as NECA asserts,[70] the Court expressly affirmed the traditional rule that "tariff rates not disapproved by the [regulatory agency] are legal rates, binding on both the customer and the carrier."[71] Furthermore, the Commission has recognized that "the law is clear on the right of a carrier to collect its tariffed charges, even when those charges may be in dispute between the parties. . . ."[72] Customers who claim that tariff rates are unreasonable may file complaints with the Commission under Section 208 of the Communications Act, but may not automatically withhold payments of legally tariffed charges merely by asserting that the rates are unreasonable.[73]

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[63] *See Id.* n.6.

[64] *See* Annual 1988 Access Tariff Filings, CC Docket No. 88-1, Phase II, *recon.*, 4 FCC Rcd 3965, 3966 (1989), stating that NECA's access customers could "file Section 208 complaints against NECA to recover reparations for excessive rates."

[65] *See Competitive Telecommunications Association*, 4 FCC Rcd at 5365; *see also, Yale Broadcasting Corp. v. FCC*, 478 F.2d 594 (D.C. Cir. 1973), *cert. denied* 414 U.S. 914 (1973).

[66] 4 FCC Rcd. 5364 (Com. Car. Bur. 1989).

[67] 800 service gives businesses and other organizations a means of providing potential customers, or other persons with whom they wish to communicate, a convenient and free method of contacting them.

[68] *Competitive Telecommunications Association*, 4 FCC Rcd at 5365.

[69] *Reiter v. Cooper*, 113 S. Ct. 1213 (1993).

[70] *See* NECA Comments at 12.

[71] 113 S. Ct. at 1221, *citing Keogh v. Chicago & Northwestern R. Co.*, 260 U.S. 156, 163; *Arizona Grocery Co. v. Atchinson, T. & S.F.R. Co.*, 284 U.S. 370, 384 (1932).

[72] Tel-Central of Jefferson City Missouri, Inc., *Memorandum Opinion and Order*, 8 FCC Rcd 8338, 8339 (1989); *see also City of Girard v. FERC*, 790 F.2d 919, 922-23 (D.C. Cir. 1986); *AT&T Co. v. Florida-Texas Freight, Inc.*, 357 F. Supp. 977, 979 (S.D. Fla. 1973), *aff'd per curiam*, F.2d 1390 (5th Cir. 1973); Mocatta Metals Corp. v. ITT World Communications Corp., 544 FCC 2d 104, 105 (1975).

[73] *See also* Business WATS, Inc. v. AT&T, 7 FCC Rcd 7942

37. The standards for granting a stay are well established. If Communique wishes a stay of enforcement of NECA's tariff while its disputes are being resolved, it must make the factual showing set forth in *Virginia Jobbers:* "(1) whether the petition is likely to prevail on the merits of his appeal; (2) whether, without a stay, the petitioner will be irreparably injured; (3) whether issuance of a stay will substantially harm other parties interested in the proceeding; and (4) wherein lies the public interest."[74]

38. We agree with NECA that Communique's request for injunctive relief must be denied. Not only has Communique failed to show any likelihood of success on the merits, but it has failed to address any of the remaining parts of the four-pronged test.

D. Allnet's Liability for USF and LA Payments

39. On December 2, 1988, the Chief, Common Carrier Bureau issued an order waiving Section 69.5 of the Commission's rules to permit NECA to file tariff revisions that imposed USF and LA obligations only on those interexchange carriers having .05 percent or more of the total number of access lines nationwide presubscribed to it.[75] In the order allowing NECA's rate filing to become effective, the Bureau extended the waiver of Section 69.5 pending adoption of a report and order in the Commission's proceeding proposing to amend Section 69.5 to impose USF and LA charges on interexchange carriers meeting the .05 percent criterion.[76] No party objected to the Bureau's grant of the waiver or to NECA's use of the .05 percent criterion in these tariff filings at the time they became effective.

40. We therefore conclude that, because a proper grant of the waiver permitted NECA to use the .05 percent criterion, that provision was effective in NECA's tariff during the April 1, 1989 through July 31, 1989 time frame. If Allnet met that criterion during the three-month time period, then it is liable for USF and LA charges assessed for the period between April 1 and July 31, 1989.

III. CONCLUSION

41. We therefore conclude that NECA is authorized under the Commission's rules to file tariffs, and bill and collect the USF and LA charges, as agent for its member local exchange carriers. NECA's USF and LA tariff, which include terms and conditions governing discontinuance of service for non-payment, are currently effective. Under Sections 203 and 4(i) of the Communications Act, Part 69 of the Commission's rules, and NECA's currently-effective tariff, Communique is properly subject to the USF and LA charges appearing in NECA's tariff.

42. We decline to determine the lawfulness of NECA's self-help provisions in the context of this order responding to petitions for declaratory ruling. We find that, pursuant to Commission rules and procedures, NECA's self-help provisions are effective tariff provisions. The lawfulness of legally effective tariff provisions, when applied in specific instances, may be challenged by the filing of a Section 208 complaint. We conclude that Communique has failed to make an adequate showing to justify the interim relief it requests.

43. We also find that NECA's tariff provisions, including the .05 percent criterion, were effective during the period from April 1, 1989 through July 31, 1989 and that if the USF and LA charges to Allnet are correct, then it is liable for those charges covering that period of time.

IV. ORDERING CLAUSES

44. Accordingly, IT IS ORDERED, pursuant to Section 5(d) of the Administrative Procedures Act, 5 U.S.C. § 554, and Section 1.2 of the Commission's Rules, 47 C.F.R. § 1.4, that the petition for declaratory ruling filed by the National Exchange Carrier Association IS GRANTED to the extent discussed herein.

45. IT IS FURTHER ORDERED, pursuant to Section 5(d) of the Administrative Procedures Act, 5 U.S.C. § 554, and Section 1.2 of the Commission's Rules, 47 C.F.R. § 1.4, that the petition for declaratory ruling and interim relief filed by Communique Telecommunications, Inc. IS DENIED.

FEDERAL COMMUNICATIONS COMMISSION

Kathleen M.H. Wallman
Chief, Common Carrier Bureau

(1992) ("a customer . . . is not entitled to the self-help measure of withholding payment for tariffed services duly performed but should first pay, under protest, the amount allegedly due and then seek redress if such amount was not proper . . . ."); MCI Telecommunications Corp., 62 FCC 2d 703, 706-06 (1976) (customers may not withhold payment of properly billed tariffed charges for voluntarily ordered services).

[74] *McSurely v. McClellan*, 697 F.2d 309, 317 (D.C. Cir. 1982); *see also Washington Metropolitan Area Transit Comm'n v. Holiday Tours, Inc.*, 559 F.2d 841, 843-44 (D.C. Cir. 1977); *Virginia Petroleum Jobbers Ass'n v. FPC*, 259 F.2d 921, 925 (D.C. Cir. 1958).

[75] Annual 1989 Access Tariff Filings: Petitions for Waiver and Petition for Reconsideration, *Memorandum Opinion and Order*, 4 FCC Rcd 413, 420 (Com. Car. Bur. 1988). Tariff regulations incorporating the .05 percent criterion became effective on December 15, 1988. Initial USF and LA rates were filed on December 30, 1988 with a scheduled effective date of April 1, 1989.

[76] Annual 1989 Access Tariff Filings, *Memorandum Opinion and Order*, 4 FCC Rcd 3638, 3709 (Com. Car. Bur. 1989).

BOGUS COMMUNICATIONS, INC.
(also include any d/b/a's)

Florida Tariff No. 1
Original Sheet 14

SECTION 3 - DESCRIPTION OF SERVICE continued

3.4 Service Offerings

3.4.1 Bogus Long Distance Service

Bogus Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one minute increments. No monthly recurring charges or minimum monthly billing requirements apply.

3.4.2 Bogus 800/888 (Inbound) Long Distance Service

Bogus 800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration. A $10.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

3.4.3 Bogus Calling Card Service

Bogus Calling Card Service is a calling card service offered to residential and business customers who subscribe to the Bogus Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges.

ISSUED: January 1, 1998

EFFECTIVE:_____

By: J. T. Bogus, President
101 East Money Street
Tallahassee, FL 32301

14. SPRINT REAL SOLUTIONS VPN[SM] SERVICES (Continued)

3. Usage Charges

The following interstate per minute rates are billed in 6-second increments with a per call minimum of 18 seconds.

1. Interstate Dial-1 and Toll Free Services

The following usage rates apply to interstate Dial-1 and toll free services. Dial-1 interstate service is available to customers in the U.S. Mainland, Hawaii, Puerto Rico and the U.S. Virgin Islands. Dial-1 interstate calls may terminate to a state, U.S. possession or territory that is different from the originating location. Dial-1 terminating locations include the U.S. Mainland, Alaska, American Samoa, CNMI, Guam, Hawaii, Puerto Rico, and the U.S. Virgin Islands unless otherwise specified in Schedule No. 11. Interstate toll free calls may originate in the U.S. Mainland, Alaska, American Samoa, CNMI, Hawaii, Puerto Rico, and the U.S. Virgin Islands, unless otherwise specified in Schedule No. 11. Interstate toll free calls may terminate to the U.S. Mainland, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

MAC	Term	Off Net - Off Net	On Net - Off Net	Off Net - On Net	On Net - On Net
$120,000	2 year	$0.1593	$0.0980	$0.0980	$0.0564
	3 year	0.1568	0.0968	0.0968	0.0539
$180,000	2 year	0.1568	0.0968	0.0968	0.0551
	3 year	0.1556	0.0956	0.0956	0.0527
$240,000	2 year	0.1568	0.0968	0.0968	0.0551
	3 year	0.1556	0.0956	0.0956	0.0527
$300,000	2 year	0.1556	0.0956	0.0956	0.0539
	3 year	0.1544	0.0943	0.0943	0.0515
$420,000	2 year	0.1544	0.0943	0.0943	0.0527
	3 year	0.1519	0.0931	0.0931	0.0502
$540,000	2 year	0.1544	0.0943	0.0943	0.0527
	3 year	0.1519	0.0931	0.0931	0.0502
$780,000	2 year	0.1482	0.0931	0.0931	0.0515
	3 year	0.1458	0.0919	0.0919	0.0490
$960,000	2 year	0.1470	0.0931	0.0931	0.0515
	3 year	0.1458	0.0919	0.0919	0.0490

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** ***cont'd*** .(M)

Direct Dial Service is offered to business and residential customers for both inbound and outbound, intraLATA and interLATA, calling over standard switched lines. Calls are billed in six (6) second increments after an initial minimum call duration of six (6) seconds. The applicable rates are not time of day sensitive and apply 24 hours per day, 7 days a week.

Volume and term discounts are offered and rates vary based on whether the Customer is served by on-net or off-net facilities. (M)

3.6.1 **HomeSaver(M)(N)**

HomeSaver is a two-way switched access service offered only in conjunction with interstate HomeSaver service. HomeSaver provides customers with both inbound (800) and outbound (1+) service. HomeSaver customers may be billed directly or via their credit card for intrastate and interstate calls that terminate to the customer's HomeSaver station, and are billed to the called party rather than the call originators. HomeSaver customers may originate outbound intrastate calls by dialing 1 plus an area code and the desired telephone number, or by dialing 101XXXX and then the area code and the desired telephone number. Inbound calls are originated to the HomeSaver customer's designated location by users dialing 1 plus the HomeSaver customer's 800 telephone number .(M)(N)

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, *cont'd* .(M)(N)

3.6.1 HomeSaver, *cont'd.*

A. Rate Structure

HomeSaver calls are based on length of call and time of day.

B. Usage Charges

The customer's total monthly use of HomeSaver is charged at the applicable service hours and rates per minute set forth in Section 4. HomeSaver outbound calls are billed in six (6) second increments, with a thirty (30) second minimum per call. HomeSaver inbound calls are billed in six (6) second increments with a one minute minimum per call. Any fraction of an increment is rounded up to the next whole increment.

HomeSaver subscribers who place Access (Travel) calls are billed in one minute increments with a one minute minimum per call, according to HomeSaver service hours. The rates applicable to HomeSaver Access (Travel) calls are set forth in Section 4 of the tariff. (M)(N)

Material previously on this page has been moved to page 62.

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, *cont'd* .(M)(N)

3.6.2 Clear Value

Clear Value is a long distance service which provides customers with single per minute rates for both their inbound (800) and outbound (1+) usage. Clear Value customers may originate outbound calls by dialing 1 plus an area code and the desired telephone number. Inbound calls are originated to the Clear Value customer's designated location by users dialing 1 plus the Clear Value customer's 800 telephone number. Clear Value calls are based on the length of the call and the time of day. The customer's Clear Value service is charged at the applicable hours and rates per minute set forth in Section 4 based on the Clear Value product option selected. Clear Value customers, switched 1+ and 800 calls are billed in six (6) second increments, with a thirty second minimum for each call and Multipoint℠ 800 option calls are billed in one minute increments, with a one minute minimum for each call. Any fraction of an increment is rounded up to the next whole increment. Clear Value dedicated access 1+ and 800 calls are billed in six (6) second increments, with an eighteen second minimum for each call. Clear Value customers who make long distance calls through Access are billed in one minute increments with a one minute minimum, or calls through Spectrum are billed in six (6) second increments with a thirty (30) second minimum at the per minute and per call rates set forth in Section 4. Any fraction of an increment is rounded up to the next whole increment (M)(N)

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SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd* .(M)(N)

3.6.2 **Clear Value,** *cont'd.*

Clear Value customers may subscribe to one of eight (8) mutually exclusive Clear Value service options: Clear Value month-to-month (MTM); Clear Value Term Plan I, Term Plan II, Term Plan III, Term Plan IV, Term Plan V, Term Plan VI, or Term Plan VII. For each Clear Value Term plan option, a Clear Value customer must commit to either a one year (12 month), two year (24 month) or three year (36 month) term agreement. Clear Value customers electing either a two or three year term plan agreement will receive one of the applicable per minute discount off the base one year term plan rates. The applicable per minute discounts are set forth in Section 4. Clear Value customers may elect either a switched or dedicated access option (or both) for Term Plans III, IV, V or VI. Term Plans II, V and VI may use switched access only in conjunction with a dedicated access option. The MTM option is only available on a switched access basis. Clear Value customers electing a dedicated access option will be billed by their local exchange carrier or alternative provider for all monthly and non-recurring charges associated with the dedicated access facilities required to access Clear Value. M)(N)

Material previously on this page has been moved to page 64.

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd* .(M)(N)

3.6.2 **Clear Value,** *cont'd.*

Clear Value Term Plan options will automatically renew for successive periods of one year unless the Clear Value Term Plan customer notifies Frontier in writing before the end of the term that the Term Plan customer intends to terminate the agreement at the completion of the current one year term. There is a monthly minimum usage level (MMUL) for each term plan option, as set forth in Section 4. Beginning with the customer's second invoice, and for the remaining months of any term plan commitment, the customer will be charged the difference between the gross account usage and the MMUL if the gross account usage is less than the MMUL. A monthly termination fee, equal to the MMUL of the term plan that the Clear Value customer is subscribing to, will be assessed per month for each of the remaining months in the then current term after a Clear Value customer terminates service prior to the completion of the current term of service. Clear Value, Clear Value Access, and Clear Value Spectrum directory assistance calls are charged on a per call basis. Clear Value customers who also have service long distance Multipoint℠ 800 service will have their Multipoint℠ 800 calls rated and billed at minute rates in Section 4 (M)(N)

Material previously on this page has been moved to page 65.

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd.* (M)(N)

3.6.3 **Frontier Home Connections 1+**

Frontier Home Connections 1+ is an outbound switched access service offered only in conjunction with interstate Home Connections 1+ service, and is primarily for residential customers. Frontier Home Connections 1+ customers may originate intrastate calls by dialing 1 plus an area code and the desired telephone number, or by dialing 101XXXX and then the area code and the desired telephone number. Frontier Home Connections 1+ calls are based on length of call and time of day.

The customer's total monthly use of Frontier Home Connections 1+ service is charged at the applicable rates per minute set forth in Section 4, and hours set forth in Section 4. Calls are billed in one minute increments, with a one minute minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

Frontier Home Connections 1+ customers may also be eligible for Frontier Access travel card service.

Calls made to directory assistance telephone numbers are charged on a per call basis. (M)(N)

Material previously on this page has been moved to page 66, 82, and 83.

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, *cont'd* .(M)(N)

3.6.4 Frontier Common Sense

Frontier Common Sense service allows customers to select either switched or dedicated outbound and inbound service, and travel card service as a unified service offering. Common Sense customers may select one of three options. It is only available in conjunction with interstate Common Sense service. Frontier Common Sense customers may originate outbound intrastate calls by dialing 1 plus an area code and the desired telephone number, or by dialing 101XXXX and then the area code and the desired telephone number. Inbound calls are originated to the Common Sense customer's designated location by users dialing 1+ the Common Sense customer's 800 telephone number. Frontier Common Sense calls are based on length of call, and time of day.

The customer's total monthly use of Frontier Common Sense (switched, dedicated and travel) service is charged at the applicable rates per minute set forth in Section 4, and the applicable hours in Section 3. Frontier Common Sense switched and dedicated outbound calls are billed in six second increments, with a six second minimum for each call. Frontier Common Sense switched and dedicated inbound calls are billed in six second increments, with an eighteen second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. Frontier Common Sense customers who make long distance calls through their travel card service are billed in one minute increments with a one minute minimum. There is a monthly minimum usage charge (MMUC) associated with Common Sense service option selected. Beginning with the customers' second invoice, and for the remaining months of any term plan commitment, the customer may be charged the difference between the gross account usage and the MMUC if the gross account usage is less than the MMUC. In addition, Common Sense customers who commit to a service term may receive additional discount credits as set forth in Section 4 based on their monthly usage level and term commitment. (M)(N)

Material previously on this page has been moved to page 84.

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd* .(M)(N)

3.6.5 Frontier One

Frontier One is a non-distance sensitive, flat rated, outbound, switched access service. Frontier One customers may originate intrastate calls by dialing 1 plus an area code and the desired telephone number. An optional travel card is also available to customers of Frontier One

The customer's total monthly use of Frontier One service is charged at the per minute rate set forth in Section 4 following. Frontier One calls are billed in one minute increments, with a one minute minimum for each call. Any fraction of an increment is rounded up to the next whole increment. (M)(N)

Material previously on this page has been moved to page 85.

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd.* (N)

3.6.6 Frontier Independence

Frontier Independence is a long distance service which provides customers with a single per minute rate for both their inbound (8XX) and outbound (1+) usage. Independence customers may originate outbound calls by dialing 1 plus an area code and the desired telephone number, or by dialing 101XXXX then an area code and the desired telephone number. Inbound calls are originated to the Independence customer's designated location by users dialing 1 plus the Independence customer's 8XX telephone number.

A. Rate Structure

Independence service is a flat rated, non-distance sensitive switched service, twenty four (24) hours a day, seven (7) days a week, including Carrier recognized holidays. The applicable per minute rates are set forth in Section 4 following, and are based on the Independence product plan selected .(N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd.* (N)

3.6.6 **Frontier Independence,** *cont'd.*

B. Usage Charges

The applicable per minute rates are set forth in Section 4 following, and are based on the Independence product plan selected. Independence switched 1 plus and 8XX calls are billed in six second increments, with an eighteen second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. Frontier Independence Dedicated Access 1 plus and 8XX calls are billed in six second increments, with a six second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. Independence customers who make long distance calls through Access or Spectrum Calling Card service, are billed in six second increments, with a thirty second minimum for each call, at the per minute rates set forth in Section 4 following. Switched Access Independence service option customers may subscribe to the service on a month-to-month basis or, subscribe to one of five service plans. In each of the five plans the customer must commit to either a one year (12 month), two year (24 month), or three year (36 month) term agreement. Customers electing to subscribe to one of the five plans will receive one of the applicable per minute discount rates off the one year base rate. The applicable discounts are set forth in Section 4 following.

Subscribers to Independence Dedicated Access service must commit to either a one year (12 month), two year(24 month) or three year (36 month) term agreement. Applicable per minute rates for Independence Dedicated Access service are set forth in Section 4 following. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, *cont'd.* (N)

3.6.6 Frontier Independence, *cont'd.*

Independence switched term plan options will automatically renew for successive periods of one year unless the Independence Term Plan customer notifies the Carrier in writing before the end of their current term that the customer intends to terminate the agreement at the completion of the term. Independence switched term plan option customers choosing not to renew their term plan option will be assessed the Independence month-to-month tariff rate currently in effect. Dedicated term plan customers will automatically renew to their current term plan unless the customer notifies the Carrier in writing before the end of the current term plan that the customer intends to terminate the agreement at the completion of the term. Independence dedicated term plan customers choosing not to renew their term plan agreement will automatically revert to the current one year $1,000 minimum monthly usage level plan. There is a minimum monthly usage level (MMUL) for each term plan option as set forth in Section 4 following. The customer will be charged the difference between the gross account usage and the MMUL if the gross account usage is less than the MMUL. A monthly termination fee, equal to the MMUL of the term plan that the Independence customer is subscribing to, will be assessed per month for each of the remaining months in the current month term after an Independence customer terminates service prior to the completion of the then current term of service

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, *cont'd* .(N)

3.6.7 Signature

Signature is a long distance service which provides Customers with single per minute rates for both their inbound (8XX) and outbound switched and dedicated usage. Signature switched and dedicated calls are non-distance sensitive, flat rated, twenty four (24) hours a day, seven days a week (including Carrier recognized holidays).

Customers may subscribe to Signature switched and or dedicated service on either a month-to-month, one, two, or three year Term Plan. The Customer's total monthly usage of Signature (switched, dedicated) service is charged at the applicable per minute rates set forth in Section 4 of this tariff. Signature switched inbound (8XX) and outbound service is billed in six second increments, with an eighteen second minimum for each call. Signature dedicated inbound (8XX) and outbound service is billed in six second increments, with a six second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. There is a Monthly Minimum Usage Charge (MMUC) associated with the Signature switched and dedicated Service Plans. Subscribers to Signature service will receive a percent discount off their specified Term Plan rates, based on the Term Plan and MMUC commitment level. The MMUC and applicable percent discounts are specified in Section 4 of this tariff. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct **Dial Service,** *cont'd* .(N)

3.6.7 **Signature,** *cont'd.*

Signature switched and dedicated Term Plans will automatically renew for successive twelve (12) month periods unless the Customer notifies the Carrier in writing before the end of their current term of their intention to terminate the agreement at the completion of the term. Customers electing to Continue receiving service without renewing their current term commitment will automatically revert to the month-to-month per minute Term Plan rate. A termination fee, equal to the *Minimum Monthly Usage Commitment* applicable to the term plan the Signature customer is subscribing to, will be assessed for each of the remaining months in the current month term after a Signature Customer terminates service prior to the completion of the then current term service.

Signature Customers will also be eligible for Frontier Independence Optional Calling Card Service. Signature One Year Term Plan customers will receive the Independence Optional Calling Card Service one year term per minute rate, Signature Two Year Term Plan subscribers will be assessed the Independence Optional Calling Card Service Two Year Term Plan per minute rate, and the Signature Three Tear Term Plan Customer will be assessed the Independence Optional Calling Card Service Three Year Term Plan per minute rate. The applicable per minute rates are set forth in Section 4 of this tariff.

Signature Customers subscribing to Frontier's Multipoint 8XX service will be assessed the per minute rates set forth in Section 4 of this tariff. All Multipoint 8XX calls will be billed in six second increments, with an eighteen second minimum for each call. Any fraction of an increment will be rounded up to the next whole increment. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, ***cont'd*** (N)

3.6.8 EZ Plan

EZ Plan is a long distance switched service which provides Customers with single per minute rates for both their inbound (8XX) and outbound (1+) usage.

A. Rate Structure

EZ Plan inbound and outbound calls are non-distance sensitive, usage based, and flat rated.

B. Usage Charges

The Customer's total intrastate monthly usage of EZ Plan service is charged at the applicable per minute rates set forth in Section 4 of this tariff, and vary based on the EZ Plan service plan selected. EZ Plan inbound and outbound calls are billed in six second increments with a thirty second minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

Customers may subscribe to EZ Plan service on a month-to-month basis, or subscribe to either a fifteen (15) or thirty (30) month term agreement. A Minimum Monthly Usage Level (MMUL) is required for each service plan offered. Beginning with the Customer's second invoice, and for the remaining months of any service plan, the Customer will be charged the difference between the gross account usage and the MMUL if the gross usage is less than the MMUL. The MMUL and applicable per minute rates are set forth in Section 4 of this tariff. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd.* (N)

3.6.8 EZ Plan, *cont'd.*

B. Usage Charges, *cont'd.*

EZ Plan fifteen (15) and thirty (30) month term plans will automatically renew for successive fifteen (15) month periods unless the Customer notifies the Carrier in writing of their intention to terminate the agreement at the completion of their current term plan. The Carrier will notify the Customer at least 60 days prior to the end of their current agreement that the end of the term is approaching. Customers electing to continue to receive EZ Plan service without renewing their current term will automatically revert to the current month-to-month tariffed rate. A monthly termination fee, equal to the MMUL of the term plan the EZ Plan Customer is subscribing to, will be assessed per month for each of the remaining months in the current term when an EZ Plan Customer terminates service prior to the completion of the full term commitment.

EZ Plan Customers will also be eligible for the EZ Plan Optional Calling Card Service, at rates set forth in Section 4 of this tariff. EZ Plan Optional Calling Card calls are billed in six second increments with a thirty second minimum for each call. Any fraction of an increment is rounded up to the next whole increment (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd* .(N)

3.6.9 **Frontier Exact Rate**

Frontier Exact Rate is a switched, non-distance sensitive, flat rated long distance service which provides Customers with a single rate for all outbound (1+) calls. A Travel Card is also available to Frontier Exact Rate Customers.

A. Enrollment

Customer must subscribe to Frontier Exact Rate outbound (1+) service in order to qualify for Frontier Exact Rate Travel Card Service.

B. Usage Charges

Frontier Exact Rate outbound calls are billed in one minute increments with a minimum billing increment of one minute per call. Any fraction of an increment is rounded up to the next full minute. Travel Card calls are billed in one minute increments with a minimum billing increment of one minute per call. Any fraction of an increment is rounded up to the next full minute for Travel Card calls. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd* (N)

3.6.10 Frontier Hometown Saver

Frontier Hometown Saver is a non-distance sensitive, flat rated, outbound switched access service with lower rates on Sunday and certain Holidays. Frontier Hometown Saver Customers may originate intraLATA calls by dialing 1 plus the area code and the desired telephone number.

A. Rate Structure

Frontier Hometown Saver calls are non-distance sensitive and flat rated.

B. Usage Charges

The Customers total monthly use of Frontier Hometown Saver service is charged at the per minute rate and times set forth in Section 4 following. Frontier Hometown Saver calls are billed in one minute increments, with a one minute minimum for each call. Any fraction of an increment will be rounded up to the next whole increment. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, *cont'd* .(N)

3.6.11 Frontier Voice Virtual Private Network

Frontier Voice Virtual Private Network ("VPN") provides the Customer the functionality and capabilities of a private network through the use of shared and/or dedicated transmission facilities, which permits the Customer to establish a communications path between two Customer locations by using a Customer-defined Private Numbering Plan ("PNP"). The following call types are available to Frontier Voice VPN Customers:

1) Dedicated to Dedicated: provides PNP type calls between locations linked by dedicated access. All calls are billed in six second increments with a six second minimum for each call. Any fraction of an increment will round up to the next whole increment.

2) Dedicated to Switched: calls originating from a VPN Customer's dedicated location and terminate on switched facilities either within or outside the Customer's PNP. All calls are billed in six second increments with a six second minimum for each call. Any fraction of an increment will round up to the next whole increment.

3) Switched to Dedicated: calls originating from a switched location within a Customer's PNP and terminate on a dedicated location within the PNP. All calls are billed in six second increments with a six second minimum for each call. Any fraction of an increment will round up to the next whole increment (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd* .(N)

3.6.11 Frontier Voice Virtual Private Network, *cont'd.*

4) Switched to Switched: calls originate from a switched location within the Customer's PNP and terminate on a switched location either within or outside the PNP. All calls are billed in six second increments with an eighteen second minimum for each call. Any fraction of an increment will round up to the next whole increment.

5) 8XX Remote access to Switched/Dedicated: calls originate from a switched location via a VPN 8XX remote access number and terminate to a switched/dedicated location within the Customer's PNP. A VPN personal code is used to verify that the caller is authorized to make VPN calls. The PNP code must be a uniform length not to exceed 10 digits. All 8XX remote access calls are billed in six second increments with a thirty second minimum for each call. Any fraction of an increment will round up to the next whole increment.

Frontier Voice VPN service charges consist of both recurring and non-recurring charges. Recurring charges consist of flat monthly charges and usage-based charges. Flat monthly charges apply whether or not the service is used. Usage charges apply to all completed calls. The usage charges apply to all call types, 24 hours a day 7 days a week. All recurring, non-recurring, volume and term discounts applicable to Frontier Voice VPN service are set forth in Section 4 following. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd.* (N)

3.6.11 **Frontier Voice Virtual Private Network,** *cont'd.*

The Frontier Voice VPN Customer must have T-1 access from at least one of their locations into one of the Company's switches equipped to provide VPN service. Additional connections to the VPN network can be either via dedicated, switched or remote access.

The Customer can originate calls via dedicated access and switched access. With switched access, Customer originated calls are connected to the Company network via a dial access basis. Switched access calls include those originating from the Customer's VPN lines pre-subscribed to the Company and using 1+ or 1+700 dialing plans.

For a one time setup charge a Switched Overflow option is available to the Frontier Voice VPN Customer. Switched Overflow will route any call placed from any PNP location terminating to a dedicated PNP location, to a switched plain old telephone service (POTS) number at the dedicated terminating location if the dedicated facility is busy or the network is at capacity. The setup charge applicable to this option is set forth in Section 4 following.

Customers may subscribe to Frontier Voice VPN on a one, two or three year term plan and may select from 5 monthly minimum usage levels (MMUL). Beginning with the Customers' fourth invoice, and for the remaining months of any term plan commitment, the Customer will be charged the difference between the gross account usage and the MMUL if the gross account usage is less than the MMUL. Term Plan Customers are eligible to receive tariffed volume discounts set forth in Section 4, each month based on its VPN MMUL commitment. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd* .(N)

3.6.11 **Frontier Voice Virtual Private Network,** *cont'd.*

Voice VPN Term Plan Customers whose monthly gross account usage exceeds the next higher MMUL above the level to which the subscriber has committed will receive the discount applicable to the next higher MMUL. Discounts on all monthly gross account usage will be capped at the discount level applicable to the next higher MMUL. Volume discounts are calculated off the Frontier Voice VPN Month-to-Month rates in effect when calls are made. The discounts apply to VPN usage (outbound and remote access) only and do not apply to non-recurring or monthly recurring charges nor to any associated calling card, operator/directory assistance and value added service usage. Volume discounts are not available to Customers subscribing to Frontier Voice VPN Month-to-Month service. In addition, Frontier Voice VPN customers who commit to a service term may receive additional discount credits as set forth in Section 4 following. Term plan options will automatically renew for successive periods of one year unless the Customer notifies the Company in writing before the end of their current term that the Customer intends to terminate the agreement at the completion of the term. The Company will notify the term plan customer at least 60 days prior to the end of the current term that the end of their current term is approaching. Customers choosing not to renew their term plan option will be assessed the Frontier Voice VPN Month-to-Month tariff rate currently in effect. A termination fee, equal to the MMUL of the term plan that the Frontier Voice VPN customer is subscribing, times the number of months remaining in the current term will be assessed to customers terminating service prior to the completion of their current term of service.

The Customer is responsible for any Company and local service provider monthly recurring charges for dedicated circuits/loops necessary for the service, and costs incurred by the Company, including installation and local service provider contract termination charges, if such circuits/loops are canceled prior to activation of service, or the completion of the term commitment made by the Customer .(N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, *cont'd.*

3.6.12 Frontier Simple 7

Frontier Simple 7 (FS7) is a two-way, non-distance sensitive, flat rated long distance product designed for business customers.

A. Rate Structure

FS7 provides a single rate for outbound (1+) calls and a single rate for inbound (8xx) calls regardless of time of day. There is a monthly minimum usage guarantee on this product.

B. Usage Charges

FS7 calls are billed in six second increments with a minimum billing increment of thirty seconds. Any fraction of an increment is rounded up to the net whole increment. (C)

C. Ancillary Charges

Calls made to directory assistance are charged on a per call basis.

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd.*

3.6.13 InterState 4.9

InterState 4.9 is a non-distance sensitive flat-rated, outbound service. The per minute usage charges as specified below apply to all intrastate calls which originate and terminate in the state of Florida.

This plan is available to customers of local exchange companies with whom the carrier has a billing and collections contract. Customer must subscribe to this product on the main billing number on the account. Customer must choose the InterState 4.9 product both for interLATA and intraLATA purposes for those lines which they choose to presubscribe to this product.

Calling card calls will appear as "TravelConnect" on the invoice. (N)

A. Per Minute Usage Charges

All inbound/outbound calls are subject to a minimum billing of thirty seconds with an additional billing increment of six seconds. All Calling Card calls are subject to a minimum billing of one minute with an additional billing increment of one minute. Charges will be rounded to the nearest cent on a per call basis.

B. Monthly Recurring Charges

The monthly recurring charge is applied at the account level when the monthly account usage charges are less than $30.00.*

* Intrastate, interstate and international usage excluding taxes and surcharges apply towards $30.00 minimum usage.

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd.* (N)

3.6.14 Frontier VIP

Frontier VIP Standard and VIP Plus are long distance services that provide Customers with single per minute rates for both their inbound (8XX) and outbound (1+) switched and dedicated usage. VIP Standard and VIP Plus are offered dependant upon the availability of Carrier capability.

A. Rate Structure

Frontier VIP switched calls are non-distance sensitive, flat-rated, twenty-four (24) hours a day, seven days a week.

B. Usage Charges

Customers may subscribe to Frontier VIP Standard and VIP Plus switched and dedicated service on either a Month-to-Month, one, two or three year Term Plan. The Customer's total monthly usage of Frontier VIP is charged at the applicable per minute rates set forth in this tariff. Frontier VIP switched inbound (8XX) and outbound service is billed in six-second increments, with an eighteen-second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. To calculate rounding, the raw usage charge for the call is calculated as the call duration (minimum plus fractional duration) multiplied by the 4-digit ($0.XXXX) rate value. That amount is then rounded up or down to the nearest whole cent. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, *cont'd.* (N)

3.6.14 Frontier VIP, *cont'd.*

B. Usage Charges, *cont'd.*

Subscribers to VIP Standard and VIP Plus term plan service will be eligible to receive discounts on domestic 1+ and domestic Toll-Free calls. Applicable discounts are based on total monthly (domestic) usage for the respective service. VIP Standard total usage does not include the local services of affiliated ILECs with a billing and collection agreement with the Carrier, while VIP Plus total usage does include these local services. All discount credits will be applied against the customer's interstate usage. Applicable discounts are set forth in this tariff. Subscribers to Frontier VIP Term Plan services will receive a percent discount off the switched or dedicated Term Plan base rate, based on the Term Plan selected. The Volume Discount Levels and applicable discounts are specified in this tariff.

Applicable discounts are set forth in this tariff. Subscribers to a VIP Term Plan services will receive a percent discount off the Term Plan base rate, based on the Term Plan and Volume Discount Levels. The Volume Discounts Levels and applicable percent discounts are specified in this tariff.

Frontier VIP Standard Term Plans will automatically renew for successive twelve (12) month periods unless the Customer notifies the Carrier in writing before the end of their current term of their intention to terminate the agreement at the completion of the term. Frontier VIP Plus Term Plans will default to VIP Standard month-to-month plans if not renewed. Customers electing to continue receiving service without renewing their current term commitment will automatically revert to the respective switched current effective base rate. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd.* (N)

3.6.14 Frontier VIP, *cont'd.*

B. Usage Charges, *cont'd.*

A termination fee, equal to the Number of lines cancelled x number of months remaining on the contract x $25.00, will be assessed when a VIP Standard or VIP Plus Customer terminates service prior to the completion of the then current term. For a dedicated service customer the "number of lines" is equal to the number of channels (i.e., a T1 loop would constitute 24 lines).

Frontier VIP may be applied at the parent or child account levels. (Allowing different child accounts to have different long distance products). For customers with VIP Plan at the parent account level, all qualified billing rolls up to the parent to determine total monthly billing and the appropriate "super-volume" discount level for that month. Child account discounting will be applied based on the higher (parent or child) VIP Plan term and "total volume" discount. Discounts will be shown per call type at the account level on billing statements.

C. Ancillary Services

An additional $1.99 per call surcharge will be assessed on all calls placed for intrastate Directory Assistance. Frontier TravelCard may be used in conjunction with this service. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, *cont'd.*

3.6.15 FrontierWorks LD * (N)

FrontierWorks LD is a non-distance sensitive product that includes direct dial 1+ outbound service and (8XX) toll free inbound service. Pre-subscription of the primary line is required to subscribe to FrontierWorks LD offered by Frontier Communications of America, Inc (FCA). This plan is available to customers of local exchange companies (LEC) with whom the carrier has a billing and collections contract, and is enrolled in the FrontierWorks Small Business Solutions product offered by that associated LEC. This product is only available in conjunction with the FrontierWorks LD plan from Frontier Communications of America, Inc.'s interstate Domestic Price List.

Term plans and termination liability that the customer agrees to for FrontierWorks LD in conjunction with the FrontierWorks Small Business Solutions product can be found in the local exchange tariff of FCA's associated LEC.

A. Rate Structure

FrontierWorks switched calls are non-distance sensitive, flat-rated, with the following rating periods:

Monday - Friday		Saturday & Sunday
D= Day	8:00 AM - 4:59PM	N = Night 12:00AM Saturday through 11:59 PM on Sunday.
E= Evening	5:00 PM - 11:59PM	
N= Night	12:00 AM - 7:59AM	

* This service is limited to existing customers at their existing locations. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 Direct Dial Service, *cont'd.*

3.6.15 FrontierWorks LD, *cont'd.* * (N)

B. Usage Charges

Customers enrolled in this product will receive a total of 100 free direct dial 1+ and (8XX) toll free interstate, interLATA or intraLATA minutes per month, measured at the account level. Any usage above the allotted free minutes will be subject to an overage rate that can be found in the rate section of this tariff.

A single optional Block of Time (BOT) quantity of minutes can be ordered in conjunction with FrontierWorks LD, in monthly increments of 250, 500, and 1000 minutes, for an additional monthly recurring charge (MRC). The MRC for the BOT is applied at the account level, and can be found in the FrontierWorks LD plan from FCA's interstate Domestic Price List. Any usage above the 100 free minutes and the BOT minutes will be rated at an intrastate overage rate per minute, and these rates can be found in the rate section of this tariff. Overage rates may vary depending upon which BOT is selected. If a new customer to FrontierWorks LD signs up mid-billing cycle, free minutes and the BOT minutes will be prorated. If moving between BOTs, minutes will be prorated based upon the number of days of that billing cycle and will be charged the appropriate overage rate for the BOT selected at the time the call was completed. Usage will be billed in arrears. Excluded from the BOT minutes are: long distance Directory Assistance, calling cards, and 900 calls.

In the event a customer has multiple lines on their account, and any of the auxiliary lines are not on the FrontierWorks Small Business Solutions product of the associated LEC, those lines are not eligible for the 100 free minutes or a BOT selection offered by FrontierWorks LD. If a customer selects an FCA product for auxiliary lines other than FrontierWorks, the customer will be subject to the rates, terms and conditions of that product.

* This service is limited to existing customers at their existing locations. (N)

SECTION 3 - DESCRIPTION OF SERVICE, *cont'd.*

3.6 **Direct Dial Service,** *cont'd.*

3.6.15 **FrontierWorks LD,** *cont'd.* * (N)

B. **Usage Charges,** *cont'd.*

Interstate rates for usage outside the zero-rated minutes or the optional BOT minutes are found in the Domestic Price List of Frontier Communications of America, Inc. International rates for this product are found in the International Product Guide of Frontier Communications of America, Inc.

All calls are subject to a minimum billing of eighteen seconds with an additional billing increment of six seconds. Charges will be rounded up to the next cent on a per call basis.

C. **Ancillary charges**

An additional per call surcharge will be assessed on all calls placed for intrastate Directory Assistance, and rates can be found in the rate section of this tariff.

* This service is limited to existing customers at their existing locations. (N)

Before the
Federal Communications Commission
Washington, D.C. 20554

CC Docket No. 94-102

In the Matter of

Revision of the Commission's rules to ensure compatibility with enhanced 911 emergency calling systems — RM-8143

NOTICE OF PROPOSED RULE MAKING

Adopted: September 19, 1994; Released: October 19, 1994

By the Commission:

Comment Date: January 9, 1995
Reply Comment Date: February 8, 1995

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I. INTRODUCTION

1. In this proceeding, the Commission proposes to amend its regulations to address issues raised by the provision of 911 and enhanced 911 services through certain telecommunications technologies. The primary objective of this proceeding is to ensure broad availability of 911 and enhanced 911 services to users of the public switched telephone network (PSTN) whose health and safety may depend on 911 emergency services systems. Toward this end, we intend to ensure that the effective operation of 911 services is not compromised by new developments in telecommunications. First, we address a petition filed by the Adcomm Engineering Company ("Adcomm") to amend Part 68 of the rules by proposing technical performance requirements that ensure the compatibility of private branch exchanges (PBXs) with enhanced 911 emergency services.[1] In this *Notice of Proposed Rulemaking*, we seek comment on proposals for ensuring the compatibility of private branch exchanges (PBXs) and other dispersed private telephone systems with enhanced 911 emergency services.

[1] Comments were filed by Associated Public-Safety Communications Officers, Inc. (APCO), Bell Atlantic, BellSouth, GTE, South Carolina Budget and Control Board, and the Telecommunications Industry Association (TIA), and reply comments were filed by Adcomm and the North American Telecommunications Association (NATA).

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2. Second, we propose to adopt rules that would require wireless services, in particular commercial mobile radio services (CMRS)[2] that provide real time voice services, to include features that will make enhanced 911 services available to mobile radio callers. These features include Station Number Identification (SNI), Automatic Location Information (ALI), Selective Routing (SR), and other features for 911 calls provided over wireless mobile units. This action responds to a Petition for Reconsideration filed by the Texas Advisory Commission on State Emergency Communications (TX-ACSEC) under the Office of the Attorney General for the state of Texas.[3] It also responds to the issues raised in the Emergency Access Position Paper filed recently by the Associated Public Safety Communications Officials-International, Inc. (APCO), the National Emergency Number Association (NENA), the National Association of State Nine One One Administrators (NASNA), and the Personal Communications Industry Association (PCIA).[4]

II. BACKGROUND

3. Since AT&T's announcement in 1965 that the digits 9-1-1 would be made available nationally as an emergency telephone number, the use of 911 for emergency purposes has become widespread. The Commission's Network Reliability Council, in performing a special study of the reliability of 911 services, found that "the American public depends on 911 services in its emergencies."[5] The Council found that 89 percent of the wireline access lines in the United States are served by some form of 911 service and that the service is increasingly engineered to provide a high level of reliability.[6] Currently, about 260,000 calls nationwide are placed to 911 every day.

4. 911 emergency services enable telephone users to receive, and state and local governments to provide, fast response to emergency situations. The ability to dial 911 offers several advantages to users. First, it is a single, nationally used three-digit number that is easy to remember and dial in emergency situations. This provides callers, including children, with easy access to emergency services in areas where the telephone number for the various emergency service providers is not readily known. Second, because 911 calls are sent to Public Safety Answering Points (PSAPs) over dedicated telephone lines, these calls are recognized and answered as emergency calls by professionals trained to assist callers in need of emergency assistance. Third, the use of 911 shortens the response time to requests for assistance because PSAP professionals have ready access to police, fire, and health emergency response service providers.

5. There are different levels of 911 services available, depending on the location. Basic 911 service is a forwarding arrangement in which calls dialed to the 911 telephone number are translated at a telephone company switch and are transmitted to a public safety agency for response. Most emergency systems, however, have enhanced this service.

6. Enhanced 911 systems help emergency services personnel achieve the shortest possible emergency response time by using Automatic Number Identification (ANI)[7] to route an emergency call to the PSAP nearest the caller's location. At a minimum, enhanced 911 service provides the PSAP with the ANI of the calling party, permitting the PSAP to call back in the event the call is disconnected. A fully enhanced 911 system not only displays the ANI, but also permits an attendant at the PSAP to identify the calling party's address through the use of an external Automatic Location Identification (ALI) database. The ALI feature also permits selective routing (SR) of the call to the appropriate PSAP for the identified location and displays the public safety agencies (fire, police and emergency medical services) covering that location on the PSAP terminal.[8] A fully enhanced 911 system may also provide the PSAP with other information, including the name of the subscriber, city, zip code, telephone number, date, time of day, and the class of telephone service (business, residential, etc.).[9] Approximately 85% of 911 services include some form of enhanced 911 service.

7. Congress created the Federal Communications Commission "for the purpose [among others] of promoting safety of life and property through the use of wire and radio communication ...."[10] This Commission has jurisdiction to license the electromagnetic spectrum, and also to regulate "instrumentalities, facilities [and] apparatus" through which wire and radio services are provided.[11] It is difficult to identify a nationwide wire or radio communication service more immediately associated with promoting safety of life and property than 911. We believe that broad

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[2] CMRS is defined as "any mobile service... that is provided for profit and makes interconnected service available (A) to the public or (B) to such classes of eligible users as to be effectively available to a substantial portion of the public...." The term "interconnected service" means "service that is interconnected with the public switched network...." Omnibus Budget Reconciliation Act of 1993, Pub.L. No. 103-66, Title VI, §§6002(b)(3)(B), 107 Stat 312, 392(1992).

[3] The Petition for Reconsideration was filed in response to Amendment of the Commission's Rules to Establish New Personal Communications Services, GEN Docket No. 90-314, September 23, 1993, 8 FCC Rcd 7700 (1993)(*Second Report and Order*). Because this inquiry is broader than the proposals made in the TX-ACSEC petition, we are initiating this separate proceeding.

[4] This paper was filed on July 5, 1994, as an *ex parte* comment to GEN Docket No. 90-314. It is attached at Appendix D.

[5] *Network Reliability: A Report to the Nation*, National Engineering Consortium, June, 1993 at Section F, page 1.

[6] Wireline carriers and 911 service providers may employ diverse routing of interoffice facilities, multiple 911 tandem switch architectures, alternate public safety answering positions (PSAPs), special marking of 911 equipment, back-up power sources for PSAP facilities and diverse links for automatic line identification database access to ensure 911 service is reliable.

[7] The use of the term "automatic number identification" or "ANI" in this NPRM is not intended as a reference to billing number presentation provided as part of Feature Group B or D local exchange services. Although the number presented to a PSAP on a wireline call is often derived from Feature Group B or D services, the number presented to a PSAP on a wireless call may be generated by several other means. Thus, the term ANI merely identifies a number associated with the caller and used to reference the caller's location. The term does not reflect a specific service or technology.

[8] Selective routing is not needed in all areas. This feature is useful when telephone exchange boundaries extend into two or more PSAP jurisdictions.

[9] A list of the 911 call features currently available to many emergency call taking organizations, listed in order of importance as defined by NENA/APCO leadership, is shown in Appendix B.

[10] 47 U.S.C. §151.

[11] 47 U.S.C. §151, §153(a), (b), Titles II and III.

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Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matters of	)	
	)	
IP-Enabled Services	)	WC Docket No. 04-36
	)	
E911 Requirements for IP-Enabled Service Providers	)	WC Docket No. 05-196
	)	

FIRST REPORT AND ORDER AND NOTICE OF PROPOSED RULEMAKING

Adopted: May 19, 2005 **Released: June 3, 2005**

Comment Date: [45 days after publication in the Federal Register]
Reply Comment Date: [75 days after publication in the Federal Register]

By the Commission: Chairman Martin, and Commissioners Abernathy, Copps and Adelstein issuing separate statements.

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solutions.[174] What role would be most productive for the Commission to play in facilitating the adoption of one or more of these possible solutions, or facilitating some other solution, to automatically identify a VoIP service customer's location? Are any of these solutions more promising than others? Are there any reasons why certain of these solutions are unworkable? What other solutions could be used to provide location information automatically in the VoIP service context? Should the Commission require all terminal adapters or other equipment used in the provision of interconnected VoIP service sold as of June 1, 2006 to be capable of providing location information automatically, whether embedded in other equipment or sold to customers as a separate device? Under what authority could the Commission take such actions?

58. We also seek comment on issues raised by our decision today to impose E911 service obligations on providers of interconnected VoIP services. The scope of today's Order is limited to providers of interconnected VoIP services. We seek comment on whether the Commission should extend these obligations, or similar obligations, to providers of other VoIP services that are not covered by the rules adopted today. For instance, what E911 obligations, if any, should apply to VoIP services that are not fully interconnected to the PSTN? Specifically, should E911 obligations apply to VoIP services that enable users to terminate calls to the PSTN but do not permit users to receive calls that originate on the PSTN? Should E911 obligations apply to the converse situation in which a VoIP service enables users to receive calls from the PSTN but does not permit the user to make calls terminating to the PSTN?[175] We tentatively conclude that a provider of a VoIP service offering that permits users generally to receive calls that originate on the PSTN and separately makes available a different offering that permits users generally to terminate calls to the PSTN should be subject to the rules we adopt in today's Order if a user can combine those separate offerings or can use them simultaneously or in immediate succession. Are there any other services upon which the Commission should impose E911 obligations, including any IP-based voice services that do not require a broadband connection?

59. Does the Commission need to adopt regulations in addition to those imposed by today's Order to ensure that interconnected VoIP service customers obtain the required level of E911 services? It is our expectation that end-user updates of Registered Location information will take place immediately. If this is not feasible, what performance standards should the Commission adopt regarding the length of time between when an end user updates Registered Location information and when the service provider takes the actions necessary to enable E911 from that new location? How should such requirements be structured? How should providers of interconnected VoIP service satisfy the requirements we adopt today in cases in which a subscriber's Registered Location is not associated with a street address? What requirements, if any, should we impose on providers of interconnected VoIP service in geographic areas served by PSAPs that are not connected to a Selective Router? How should the use of wireless broadband connections such as Wi-Fi or WiMax impact the applicability of the obligations we adopt today? Would providers of wireless interconnected VoIP service be more appropriately subject to our existing 911/E911 rules for CMRS? Should the Commission require VoIP service providers to create redundant systems for providing E911 services, such as requiring redundant trunks to each Selective Router and/or requiring that multiple Selective Routers be able to route calls to each PSAP? We also seek comment on whether the Commission should impose additional or more restrictive customer notification requirements relating to E911 on VoIP providers, and on the sufficiency of our customer acknowledgement requirements.

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[174] *See* Intrado Apr. 19, 2005 *Ex Parte* Letter, Attach. at 14.

[175] *See supra* para. 24.

Before the Federal Communications Commission Washington, D.C. 20554

In the Matter of	)	
Deployment of Wireline Services Offering Advanced Telecommunications Capability	)	CC Docket Nos. 98-147, 98-11, 98-26, 98-32, 98-78, 98-91

ORDER ON REMAND

Adopted: December 23, 1999 **Released: December 23, 1999**

By the Commission: Commissioner Furchtgott-Roth approving in part, dissenting in part and issuing a statement.

I. INTRODUCTION AND OVERVIEW

1. Among the fundamental goals of the Telecommunications Act of 1996 (1996 Act)[1] is the promotion of innovation, investment and competition among all participants and for all services in the telecommunications marketplace, including advanced services.[2] The Commission has issued three orders in this proceeding to date and most recently took an additional step toward implementing Congress's goals for the deployment of competitive advanced services by instituting line sharing obligations for incumbent LECs pursuant to section 251, and establishing spectrum management policies

[1] Telecommunications Act of 1996, Pub. L. 104-104, Feb. 8, 1996, 110 Stat. 56, codified at 47 U.S.C. § 151 et seq. (1996 Act). The 1996 Act amended the Communications Act of 1934. We refer to the Communications Act of 1934, as amended as the "Communications Act" or "the Act."

[2] Joint Statement of Managers, S. Conf. Rep. No. 104-230, 104th Cong. 2d Sess. 1 (1996) *(Joint Explanatory Statement)*. For purposes of this order, we use the term "advanced services" to mean high speed, switched, broadband, wireline telecommunications capability that enables users to originate and receive high-quality voice, data, graphics and video telecommunications. The term "broadband" is generally used to convey sufficient capacity – or bandwidth – to transport large amounts of information. As technology evolves, the concept of "broadband" will evolve with it: we may consider today's "broadband" services to be "narrowband" services when tomorrow's technologies appear.

19. U S WEST acknowledges that section 3(47)(B) may expand the range of services that constitute "telephone exchange service" within the meaning of the Act.[48] It argues, however, that the 1996 Amendment extends only to "those services that are functionally similar to and can substitute for the switched local services" described in section 3(47)(A).[49] According to U S WEST, support for this interpretation of section 3(47)(B) can be found in at least two prior Commission orders. It notes, for example, that the Commission previously has construed the term "comparable" as referring to: (1) services that could become "true economic substitutes for wireline local exchange service;"[50] and (2) the provision of local exchange service over alternative facilities, such as substitutes for the copper loop.[51]

2. Discussion

a) Section 3(47)(A)

20. We conclude that xDSL-based advanced services, when used to permit communications among subscribers within an exchange, or within a connected system of exchanges, constitute telephone exchange services within the meaning of section 3(47)(A) of the Act. U S WEST correctly notes that, in cases involving voice communication, the Commission has long interpreted the traditional telephone exchange definition to refer to "the provision of individual two-way voice communication by means of a central switching complex to interconnect all subscribers within a geographic area."[52] Contrary to U S WEST's contention, however, the Commission has never suggested that the telephone exchange service definition is limited to voice communications provided over the public circuit-switched network.

21. As we noted in the *Advanced Services Memorandum Opinion and Order*, neither the statutory language nor the legislative history accompanying section 3(47) limits the term "telephone exchange service" to the provision of voice services.[53] Moreover, we note that the local public switched network has been used for dial-up

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therefore, do not permit "ubiquitous local intercommunication." U S WEST Brief at 19-20. Finally, US WEST contends that DSL services are not covered by the exchange service charge. U S WEST Brief at 22.

[48] U S WEST Brief at 24.

[49] U S WEST Brief at 23-24.

[50] U S WEST Brief at 24 (citing *Local Competition Order*, 11 FCC Rcd. at 15999-16000).

[51] U S WEST Brief at 25 (citing Federal-State Joint Board on Universal Service, 13 FCC Rcd. 11501, 11528 (1998)).

[52] *Midwest Corp.*, 53 FCC.2d 294, 300 (1975); *Offshore Tel. Co. v. South Cent. Bell Tel. Co.*, 6 FCC Rcd. 2286, 2287 (1991); *Domestic Public Radio Svc.*, 76 FCC.2d 273, 281 (1980); *Application of BellSouth Corp. for Provision of In-Region, InterLATA Services in Louisiana*, 13 FCC Rcd. 20599, 20621 (1998).

[53] *Advanced Services Memorandum Opinion and Order*, 13 FCC Rcd at 24032, ¶ 41. *See also* Cable and Wireless Reply Comments at 5.

access to data transmission services for many years.[54] For example, whenever a facsimilie is sent from a home or office to another party within the local area, the transmission is a data transmission rather than a voice transmission, but such transmissions nevertheless constitute telephone exchange service. Consistent with this, the Commission has expressly made the rules governing basic telephone exchange service equally applicable to LEC provision of data and voice services.[55] The parties have not persuaded us that we should depart from this long-standing practice. Indeed, in this era of converging technologies, limiting the telephone exchange service definition to voice-based communications would undermine a central goal of the 1996 Act--opening local markets to competition to all telecommunications services. We thus conclude, consistent with past practice, that the term "telephone exchange service" encompasses voice and data services.

22. We further disagree with U S WEST that the statutory language or Commission precedent suggest that the term "telephone exchange service" is limited to services that employ circuit-switching technology. Although the definition of what constitutes an "exchange" traditionally has been linked to the area served by a switch, or by an interconnected system of switches,[56] the statutory language does not support a conclusion that only services that employ circuit-switching technology constitute telephone exchange service within the meaning of the Act.[57] Indeed, we have previously noted that the "[t]he concept of an exchange is based on geography and regulation, not equipment."[58] Thus, the interconnection obligations set forth in section 251(c)(2) apply to packet-switched services as well as circuit-switched services.

23. Although we reject the contention that the term telephone exchange service is limited to voice communications, we agree with U S WEST that the statutory text and Commission precedent support a conclusion that telephone exchange services

[54] *See e.g.*, CoreComm Comments at 8.

[55] *In the Matter of International Business Machines Corp. Petition for Declaratory Ruling that Southern Bell Telephone and Telegraph Company Offer its Local Area Data Transport Service on an Unbundled and Detariffed Basis Pursuant to Section 64.702 of the Commission's Rules*, FCC 86-122, ENF 83-34, Memorandum Opinion and Order on Reconsideration (1986); *see also Advanced Services Order* at ¶ 47 (noting that the interconnection obligations set forth in section 251 apply equally to voice and data services). Some commenters point out that at least four state commissions have concluded that certain packet-switched services, such as frame-relay service, constitute "telephone exchange services," within the meaning of the Act. *See e.g.*, Joint CLEC Commenters Comments at 17-18.

[56] *See* U S WEST Brief at 7 (citing Harry Newton, NEWTON'S TELECOM DICTIONARY 301 (15th ed. 1999).

[57] We note that in the "pre-switching" era, plugs and cords, not circuit switches, were used to provide the original "telephone service, and this original telephone service actually established a "private line" between two parties. This was the typical arrangement in 1934, the year of the adoption of the original Communications Act.

[58] *BellSouth Louisiana II Order* at ¶ 30 & n.68 (citing H. Newton, NEWTON'S TELECOM DICTIONARY (1998) at 277.

FCC 96-325

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	
Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers	)	CC Docket No. 95-185

FIRST REPORT AND ORDER

Adopted: August 1, 1996 Released: August 8, 1996

By the Commission: Chairman Hundt and Commissioners Quello, Ness, and Chong issuing separate statements.

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and an incumbent LEC's STP; (6) between a competitive provider's dedicated transport and an incumbent LEC's office; and, (7) between incumbent LEC and non-incumbent LEC STPs.[445] MFS argues that, regardless of the specific points listed by the Commission, states should be able to expand the list of technically feasible points.[446]

3. Discussion

209. We conclude that we should identify a minimum list of technically feasible points of interconnection that are critical to facilitating entry by competing local service providers. Section 251(c)(2) gives competing carriers the right to deliver traffic terminating on an incumbent LEC's network at any technically feasible point on that network, rather than obligating such carriers to transport traffic to less convenient or efficient interconnection points. Section 251(c)(2) lowers barriers to competitive entry for carriers that have not deployed ubiquitous networks by permitting them to select the points in an incumbent LEC's network at which they wish to deliver traffic. Moreover, because competing carriers must usually compensate incumbent LECs for the additional costs incurred by providing interconnection, competitors have an incentive to make economically efficient decisions about where to interconnect.[447]

210. We conclude that, at a minimum, incumbent LECs must provide interconnection at the line-side of a local switch (at, for example, the main distribution frame), the trunk-side of a local switch; the trunk interconnection points for a tandem switch; and central office cross-connect points in general. This requirement includes interconnection at those out-of-band signaling transfer points necessary to exchange traffic and access call related databases. All of these points of interconnection are used today by competing carriers, noncompeting carriers, or LECs themselves for the exchange of traffic, and thus we conclude that interconnection at such points is technically feasible.

211. A varied group of commenters, including Bell Atlantic and AT&T, agree that interconnection at the line-side of the switch is technically feasible.[448] Interconnection at this

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[445] Letter from Bruce Cox and Betsy Brady, AT&T, to Regina M. Keeney, Common Carrier Bureau, FCC, March 21, 1996, at 29-32 (AT&T March 21 Letter).

[446] MFS comments at 14.

[447] *See* Robert S. Pendyck and Daniel L. Rubinfeld, Microeconomics (2nd ed. 1992).

[448] *See, e.g.*, Bell Atlantic comments at 20-21; NYNEX comments at 65; BellSouth reply at 23; AT&T March 21 Letter at 30.

point is currently provided to some commercial mobile radio service (CMRS) carriers[449] and may be necessary for other competitors that have their own distribution plant, but seek to interconnect to the incumbent's switch. We also agree with numerous commenters that claim that interconnection at the trunk-side of a switch is technically feasible and should be available upon request.[450] Interconnection at this point is currently used by competing carriers to exchange traffic with incumbent LECs. Interconnection to tandem switching facilities is also currently used by IXCs and competing access providers, and is thus technically feasible. Finally, central office cross-connect points, which are designed to facilitate interconnection, are natural points of technically feasible interconnection to, for example, interoffice transmission facilities. There may be rare circumstances where there are true technical barriers to interconnection at the line- or trunk-side of the switch or at central office cross-connect points, however, the parties have not presented us with any such circumstances. Thus, incumbent LECs must prove to the state commissions that such points are not technically feasible interconnection points.

212. We also note that the points of access to unbundled elements discussed below may also serve as points of interconnection (*i.e.*, points in the network that may serve as places where potential competitors may wish to exchange traffic with the incumbent LEC other than for purposes of gaining access to unbundled elements), and thus we incorporate those points by reference here. Finally, as noted above, we have identified a minimum list of technically feasible interconnection points: (1) the line-side of a local switch; (2) the trunk-side of a local switch; (3) the trunk interconnection points for a tandem switch; (4) central office cross-connect points; (5) out-of-band signaling transfer points; and (6) the points of access to unbundled elements. In addition, we anticipate and encourage parties and the states, through negotiation and arbitration, to identify additional points of technically feasible interconnection. We believe that the experience of the parties and the states will benefit our ongoing review of interconnection.

G. Just, Reasonable, and Nondiscriminatory Rates, Terms, and Conditions of Interconnection

1. Background

213. Section 251(c)(2)(D) requires that incumbent LECs provide interconnection "on rates, terms, and conditions that are just, reasonable, and nondiscriminatory."[451] In the NPRM,

[449] AT&T comments in CC Docket No. 95-185 at 6 n.6 (Mar. 4, 1996).

[450] *See, e.g.*, Bell Atlantic comments at 20-21; BellSouth reply at 23; NYNEX comments at 65; Lincoln Tel. comments at 5.

[451] 47 U.S.C. §§ 251(c)(2)(D), 251(c)(3).

D.C. Circuit in *Bell Atlantic v. FCC*,[1341] which was decided prior to enactment of the 1996 Act. While section 251(c)(6) limits an incumbent LEC's duty to provide physical collocation in certain circumstances, we find that it does not limit our authority to require, under sections 251(c)(2) and (c)(3), the provision of virtual collocation. We note that under our *Expanded Interconnection* rules, that were amended subsequent to the Bell Atlantic decision, competitive entrants using physical collocation were required by many incumbent LECs to convert to virtual collocation. If the Commission concluded that subsection (c)(6) places a limitation on our authority to require virtual collocation, competitive providers would be required to undertake costly and burdensome actions to convert back to physical collocation even if they were satisfied with existing virtual collocation arrangements. We conclude that Congress did not intend to impose such a burden on requesting carriers that wish to continue to use virtual collocation for purposes of section 251(c). Further, the record indicates that this requirement would be costly and would delay competition.[1342] In short, we conclude that, in enacting section 251(c)(6), Congress intended to expand the interconnection choices available to requesting carriers, not to restrict them.

552. We also conclude that requiring incumbent LECs to provide virtual collocation and other technically feasible methods of interconnection or access to unbundled elements is consistent with Congress's desire to facilitate entry into the local telephone market by competitive carriers. In certain circumstances, competitive carriers may find, for example, that virtual collocation is less costly or more efficient than physical collocation. We believe that this may be particularly true for small carriers which lack the the financial resources to physically collocate equipment in a large number of incumbent LEC premises.[1343] Moreover, since requesting carriers will bear the costs of other methods of interconnection or access, this approach will not impose an undue burden on the incumbent LECs.

553. Consistent with this view, other methods of technically feasible interconnection or access to incumbent LEC networks, such as meet point arrangements, in addition to virtual

[1341] *Bell Atlantic Telephone Companies v. FCC*, 24 F.3d 1441 (D.C. Cir. 1994) (Bell Atlantic v. FCC).

[1342] *See* Teleport comments at 32; ALTS comments at 23; Time Warner comments at 42-44 (objecting to non-recurring charges for the reconnection of existing interconnected virtual collocation services to a replacement physical collocation arrangement).

[1343] *See* Hyperion comments at 15.

and physical collocation, must be available to new entrants upon request.[1344] Meet point arrangements (or mid-span meets), for example, are commonly used between neighboring LECs for the mutual exchange of traffic, and thus, in general, we believe such arrangements are technically feasible.[1345] Further, although the creation of meet point arrangements may require some build out of facilities by the incumbent LEC, we believe that such arrangements are within the scope of the obligations imposed by sections 251(c)(2) and 251(c)(3). In a meet point arrangement, the "point" of interconnection for purposes of sections 251(c)(2) and 251(c)(3) remains on "the local exchange carrier's network"[1346] (*e.g.*, main distribution frame, trunk-side of the switch), and the limited build-out of facilities from that point may then constitute an accommodation of interconnection.[1347] In a meet point arrangement each party pays its portion of the costs to build out the facilities to the meet point. We believe that, although the Commission has authority to require incumbent LECs to provide meet point arrangements upon request, such an arrangement only makes sense for interconnection pursuant to section 251(c)(2) but not for unbundled access under section 251(c)(3). New entrants will request interconnection pursuant to section 251(c)(2) for the purpose of exchanging traffic with incumbent LECs. In this situation, the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement. Under these circumstances, it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement. In an access arrangement pursuant to section 251(c)(3), however, the interconnection point will be a part of the new entrant's network and will be used to carry traffic from one element in the new entrant's network to another. We conclude that in a section 251(c)(3) access situation, the new entrant should pay all of the economic costs of a meet point arrangement. Regarding the distance from an incumbent LEC's premises that an incumbent should be required to build out facilities for meet point arrangements, we believe that the parties and state commissions are in a better position than the Commission to determine the appropriate distance that would constitute the required reasonable accommodation of interconnection.

[1344] *See* Teleport comments at 26-30; *see also* Washington Utilities and Transportation Commission, *Fourth Supplemental Order Rejecting Tariff Filings and Ordering Refiling*; Granting Complaints, in Part, (Washington Commission Oct. 31, 1995), Docket No. UT-941464, at 45; *Application of Electric Lightwave, Inc., MFS Intelnet of Oregon, Inc., and MCI Metro Access Transmission Services, Inc.*, Public Utility Commission of Oregon Order, Order No. 96-021, (Oregon Commission Jan. 12, 1996), at 68-69; *Rules for Telecommunications Interconnection and Unbundling*, Arizona Corporation Commission Order, Decision No. 59483, (Arizona Commission Jan. 11, 1996), Proposed Rule R14-2-1303 (Attachment E hereto).

[1345] The Michigan Commission recently required Ameritech to provide meet point interconnection. Michigan Public Service Commission, Case No. U-10860 (Michigan June 5, 1996) at 18 n.4.

[1346] 47 U.S.C. § 251(c)(2).

[1347] *See, supra* Section IV.E., above, discussing accommodation of interconnection.

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
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In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration	)	CC Docket No. 00-218
	)	
In the Matter of Petition of Cox Virginia Telcom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon-Virginia, Inc. and for Arbitration	)	CC Docket No. 00-249
	)	
In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc.	)	CC Docket No. 00-251

MEMORANDUM OPINION AND ORDER

Adopted: July 17, 2002 **Released: July 17, 2002**

By the Chief, Wireline Competition Bureau:

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that petitioners' language more closely conforms to the Commission's current rules governing points of interconnection and reciprocal compensation than do Verizon's proposals. Because we adopt the petitioners' proposals, rather than Verizon's, we also determine that WorldCom's motion and Cox's objection are moot with respect to Issue I-1.

52. Under the Commission's rules, competitive LECs may request interconnection at any technically feasible point.[117] This includes the right to request a single point of interconnection in a LATA.[118] The Commission's rules implementing the reciprocal compensation provisions in section 252(d)(2)(A) prevent any LEC from assessing charges on another telecommunications carrier for telecommunications traffic subject to reciprocal compensation that originates on the LEC's network.[119] Furthermore, under these rules, to the extent an incumbent LEC delivers to the point of interconnection its own originating traffic that is subject to reciprocal compensation, the incumbent LEC is required to bear financial responsibility for that traffic. The interplay of these rules has raised questions about whether they lead to the deployment of inefficient or duplicative networks.[120] The Commission is currently examining the interplay of these rules in a pending rulemaking proceeding.[121] As the Commission recognized in that proceeding, incumbent LECs and competitive LECs have taken opposing views regarding application of the rules governing interconnection and reciprocal compensation.[122]

53. We find that the petitioners' proposed language more closely conforms to our existing rules and precedent than do Verizon's proposals.[123] Verizon's interconnection proposals

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[117] *See* 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305(a)(2).

[118] *See Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92, Notice of Proposed Rulemaking, 16 FCC Rcd 9610, 9634, 9650, paras. 72, 112 (2001) (*Intercarrier Compensation NPRM*); *SWBT Texas 271 Order*, 16 FCC Rcd at 18390, para. 78 n.174.

[119] *See* 47 C.F.R. § 51.703(b).

[120] *See Intercarrier Compensation NPRM*, 16 FCC Rcd at 9617, para. 14.

[121] *See id.*, 16 FCC Rcd at 9650-52, paras. 112-14.

[122] *See id.*, 16 FCC Rcd at 9650, para. 112.

[123] We note that the Commission declined to find that policies similar to GRIPs and VGRIPs violated the Act in the *Verizon Pennsylvania 271 Order*. *See Application of Verizon Pennsylvania Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks, Inc., and Verizon Select Services, Inc. for Authorization to Provide In-Region, InterLATA Services in Pennsylvania*, Memorandum Opinion and Order, 16 FCC Rcd 17419, 17474-75, para. 100 (2001) (*Verizon Pennsylvania 271 Order*). The Commission has not, however, required that all "new and unresolved interpretive disputes about the precise content of an incumbent LEC's obligations" be resolved in a Bell Operating Company's (BOC) favor in order for the BOC's section 271 application to be granted. *See Joint Application by SBC Communications Inc., Southwestern Bell Tel. Co., and Southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Kansas and Oklahoma*, Memorandum Opinion and Order, 16 FCC Rcd 6237, 6246-47, para. 19 (2001) (*SWBT Kansas/Oklahoma 271 Order*). Thus, the *Verizon Pennsylvania 271 Order* is not determinative of the question we address here, which is whether Verizon's or petitioners' language is more consistent with the Act and our rules.

require competitive LECs to bear Verizon's costs of delivering its originating traffic to a point of interconnection beyond the Verizon-specified financial demarcation point, the IP. Specifically, under Verizon's proposed language, the competitive LEC's financial responsibility for the further transport of Verizon's traffic to the competitive LEC's point of interconnection and onto the competitive LEC's network would begin at the Verizon-designated competitive LEC IP, rather than the point of interconnection.[124] By contrast, under the petitioners' proposals, each party would bear the cost of delivering its originating traffic to the point of interconnection designated by the competitive LEC. The petitioners' proposals, therefore, are more consistent with the Commission's rules for section 251(b)(5) traffic, which prohibit any LEC from charging any other carrier for traffic originating on that LEC's network; they are also more consistent with the right of competitive LECs to interconnect at any technically feasible point.[125] Accordingly, we adopt the petitioners' proposals.

54. Verizon raises serious concerns about the apportionment of costs caused by a competitive LEC's choice of points of interconnection, such as, for example, the apportionment of costs for virtual FX traffic transported to distant points of interconnection.[126] As we have noted, the Commission is currently examining similar concerns on an industry-wide basis in a pending rulemaking proceeding.[127] Should the Commission's rules governing interconnection and reciprocal compensation change during that proceeding, we expect the agreements' change of law provisions to apply. As we indicate above, however, in this proceeding, we will decide the issues presented based on the Commission's existing rules, and the petitioners' interconnection proposals more closely conform to those rules than do Verizon's proposals.

c. Additional Interconnection Language (Issues VII-1 and VII-3)

(i) Positions of the Parties

55. The arguments raised by Verizon under Issues VII-1 and VII-3 overlap considerably with the questions addressed above under Issue I-1, and relate to the same sections of proposed language. While we thus discuss most of these arguments above, we discuss in this section a number of other specific criticisms raised by Verizon relating to AT&T's proposed Section 4. Specifically, Verizon contends:

[124] *See* Verizon Network Architecture Brief at 6. Verizon states that a competitive LEC could discharge that financial responsibility, for example, by purchasing UNE transport from Verizon. *See id.* at 6.

[125] 47 C.F.R. § 51.703(b).

[126] For a more extensive discussion of Verizon's concerns regarding virtual FX traffic, *see infra*, Issue I-6.

[127] *See Intercarrier Compensation NPRM* at 9634-38, 9650-52, paras. 69-77, 112-15.

Commission.[193] Also, Verizon may advocate alternative payment regimes before the Commission in the pending *Intercarrier Compensation Rulemaking* docket.[194]

70. Moreover, although Verizon complains that it should not be forced to buy transport from petitioners, we note that this is not the only method that Verizon uses to deliver its traffic to them. Cox presented evidence showing that, under its current agreement with Verizon, the parties interconnect and exchange a substantial amount of traffic through a mid-span meet, under which each party transports its own traffic up to the meet point.[195] Cox also states that it has agreed with Verizon to include mid-span meet interconnection provisions in the parties' new agreement, which will permit Verizon to continue to control its costs and engineer and provision its own facilities.[196] The Verizon witness did not dispute this testimony.[197] In Issue III-3, we decide the terms under which AT&T and WorldCom may establish mid-span meets with Verizon.[198]

71. Finally, although it is true that the statute permits competitive LECs to choose where they may deliver their traffic to the incumbent.[199] carriers do not always deliver originating traffic and receive terminating traffic at the same place.[200] The "single point of interconnection" rule benefits the competitive LEC by permitting it to interconnect for delivery of *its* traffic to the incumbent LEC network at a single point. It does not preclude the parties from agreeing that the incumbent may deliver its traffic to a different point or additional points that are more convenient for it. It appears from the record that AT&T and Cox have offered to negotiate such additional

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[193] *See id.* As we note in our discussion of Issue I-9, Verizon has presented no evidence that any of the petitioners are charging it unreasonable rates and, with respect to Cox, has admitted it would challenge any unreasonable rates.

[194] *Intercarrier Compensation Rulemaking*, 16 FCC Rcd 9610.

[195] *See* Tr. at 1022; 1260; Cox Ex. 2, at 13.

[196] *See* Cox Ex. 1, at 12, citing Cox Proposed Agreement to Verizon at § 4.4. Cox also demonstrated that it currently offers two interconnection points in the Norfolk LATA, which is one of two LATAs in Virginia where these carriers currently interconnect. *See* Tr. at 1252-53; *see also* Cox's November Proposed Agreement to Verizon at § 4.2.3.

[197] *See* Tr. at 1260.

[198] *See infra*, Issue III-3.

[199] 47 U.S.C. § 251(c)(2).

[200] The Commission's rules define "interconnection" as the "linking of two networks for the mutual exchange of traffic." 47 C.F.R. § 51.5. The parties' respective obligations to interconnect with each other, however, arise from different provisions of the Act. Incumbent LECs are required by section 251(c)(2) to permit any requesting telecommunications carrier to interconnect "for the transmission and routing of telephone exchange service and exchange access" with the incumbent's network "at any technically feasible point within the [incumbent] carrier's network." Non-incumbent carriers, on the other hand, are required by section 251(a)(1) "to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers."

points with Verizon.[201] WorldCom already permits Verizon to self-provision transport to WorldCom's facility.[202] To the extent that Verizon seeks prophylactically to "address future situations as well as other CLECs adopting this agreement,"[203] we do not think that is appropriate in this proceeding, particularly given the evidence presented, and thus decline to do so.

3. Issue I-3 (Reciprocal Collocation)

a. Introduction

72. Section 251(c)(6) of the Act requires incumbent LECs to permit the collocation of equipment at the incumbent's premises.[204] Verizon seeks the reciprocal right to collocate equipment at the premises of AT&T, Cox, and WorldCom, so that it can reduce its costs of transporting traffic to their networks.[205] The petitioners oppose this request. We reject Verizon's proposal.

b. Positions of the Parties

73. The petitioners assert that the Commission lacks authority to compel them to offer collocation to Verizon.[206] They argue that the Commission's rules forbid state commissions from imposing incumbent LEC obligations on competitive LECs,[207] and that several state commissions have held that competitive LECs cannot be required to offer collocation.[208] They claim that Congress distinguished between incumbent LECs and competitive LECs in enacting the

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[201] For example, AT&T's contract permits the parties to mutually agree to points where Verizon may interconnect with AT&T for delivery of its traffic, in addition to AT&T's switch. *See* AT&T's November Proposed Agreement to Verizon, Sch. 4, Part A, § 1.3, Part B § 2; *see also* AT&T Ex. 3 (Direct Testimony of D. Talbott & J. Schell, Jr.), at 139. Cox's witness testified that, in Virginia, Cox is willing to accept Verizon traffic from Verizon facilities within four miles from the Cox switch. *See* Tr. at 1021-23; *see also* Cox's November Proposed Agreement to Verizon at § 4.3.4. Verizon's witness agreed that was a reasonable distance. Tr. at 1259. In this regard we note that both parties have a duty to negotiate in good faith the terms and conditions of interconnection agreements. 47 U.S.C. § 251(c)(1).

[202] *See* WorldCom Reply at 19.

[203] *See* Tr. at 1261-62.

[204] 47 U.S.C. § 251(c)(6).

[205] Verizon's November Proposed Agreement to AT&T, §§ 4.2.2.3, 13.5; Verizon's November Proposed Agreement to Cox, §§ 4.3.4 (to the extent it addresses collocation), 4.3.5, 13.10; Verizon's November Proposed Agreement to WorldCom, Part C, Interconnection Attach., §§ 2.1.3.3-2.1.3.4. *See also* Tr. at 1265-66 (testimony of Verizon witness Albert).

[206] AT&T Brief at 31; Cox Brief at 20; WorldCom Brief at 20.

[207] Cox Brief at 20-21, citing 47 C.F.R. § 51.223(a).

[208] *See, e.g.*, AT&T Brief at 33; Cox Brief at 21.

121. Although we adopt Verizon's language, we emphasize that Verizon's proposed terms for transit service should not be interpreted or applied to restrict the petitioners' rights to access UNEs. (These network elements could include, for example, tandem switching and interoffice transport.[396]) Verizon's testimony indicates that there is currently no tandem switching UNE in service in Virginia, or for that matter in any of the 14 Verizon East states.[397] We note, however, that Verizon has not argued that competitive LECs should be prevented from using UNEs to exchange transit traffic with third-party carriers. To avoid such a result, we remind the parties of the petitioners' rights to access UNEs independent of Verizon's terms for transit service. Furthermore, we caution Verizon not to apply its terms for transit service as a restriction on the petitioners' rights to access UNEs for the provision of telecommunications services, including local exchange service involving the exchange of traffic with third-party carriers.

7. Issues III-3, III-3-A (Mid-Span Fiber Meet-Point Interconnection)

a. Introduction

122. Verizon seeks language that would subject the implementation of fiber meet-point interconnection to the mutual agreement of the parties. AT&T and WorldCom oppose inclusion of this language, arguing that Verizon's consent should not be a precondition to the implementation of fiber meet-point interconnection. They propose language that would give them the sole right to determine whether and where to use fiber meet-point interconnection, subject to the limitations of technical feasibility. Verizon objects to the petitioners' proposals on the grounds that meet-point interconnection raises issues requiring joint coordination, including cost apportionment for the mid-span meet. Verizon also objects to AT&T's proposed language subjecting the implementation of a mid-span fiber meet to a 120 day timeline. We adopt, with slight modification, AT&T's proposed language – for both AT&T and WorldCom.

b. Positions of the Parties

123. AT&T proposes language that would require the establishment of a mid-span fiber meet at AT&T's election without Verizon's consent.[398] AT&T argues that it has the right to interconnect with Verizon using any technically feasible method, including fiber meet-point arrangements.[399] AT&T adds that interconnection via a meet-point arrangement is unarguably a technically feasible method of interconnection, explicitly having been endorsed by the

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[396] *See* AT&T Brief at 34. *See also* 47 C.F.R. § 51.319(c) and (d).

[397] *See* Tr. at 2237, 2274. The Verizon East states include the 14 states served by Bell Atlantic prior to the merger of Bell Atlantic and GTE. *See id.* at 2274.

[398] *See* AT&T's November Proposed Agreement to Verizon, Sch. 4, Part B, § 1.6.2.

[399] *See* AT&T Brief at 40.

Commission.[400] Furthermore, AT&T states that its right to choose the point of interconnection gives it the right to choose the location of a fiber mid-span meet, including the fiber splice and terminating facility points.[401] AT&T agrees that joint coordination is important in establishing a meet-point arrangement, but argues that its proposed contract language adequately resolves concerns regarding such coordination.[402] Specifically, AT&T states that its proposed language identifies a process for the parties to reach agreement on implementation issues such as routing, facility size and equipment to be used, and invokes the agreement's dispute resolution provisions where they cannot reach agreement.[403]

124. AT&T states that Verizon's language by contrast would give Verizon the right to determine not simply how a meet-point interconnection should be established, but whether it would be established at all.[404] AT&T disputes Verizon's contention that mutual agreement is required to protect Verizon from extremely expensive build-outs of its facilities, noting that, under its proposal, each party would bear half the construction costs of the meet-point facilities, giving AT&T an incentive to choose a facility span that is not prohibitively expensive.[405] Accordingly, AT&T argues that Verizon should not be allowed to precondition the implementation of fiber meet-point interconnection on the mutual agreement of the parties or on the availability of facilities in its network.[406] AT&T adds that the Massachusetts Department of Telecommunications and Energy (Massachusetts Department) rejected a similar Verizon proposal in an interconnection arbitration between Verizon and MediaOne, adopting MediaOne's proposal instead.[407]

125. AT&T also proposes language requiring mid-span meets to be activated within 120 days of an initial implementation meeting between the parties, to be held no later than 10 days of Verizon's receipt of AT&T's responses to Verizon's mid-span fiber meet interconnection questionnaire.[408] AT&T states that, because Verizon has no incentives to implement meet-point

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[400] *See id.* at 41, citing 47 C.F.R. § 51.321(b)(2) (listing meet-point arrangements as a technically feasible form of interconnection).

[401] *See id.* at 40. *See also* 47 U.S.C. § 251(c)(2)(B) (requiring incumbent LECs to provide interconnection at any technically feasible point).

[402] *See* AT&T Brief at 42.

[403] *See id.* at 42.

[404] *See id.* at 41-42.

[405] *See id.* at 43.

[406] *See id.* at 43-44.

[407] *See id.* at 43-44, citing *MediaOne/Greater Media Arbitration Order*, D.T.E. 99-42/43, 99-52 (1999) (*Massachusetts Department MediaOne Arbitration Order*).

[408] *See* AT&T's November Proposed Agreement to Verizon, Sch. 4, Part B, § 1.6.4.

arrangements for its competitors, the agreement needs to include firm interconnection activation dates for meet-point interconnection.[409] According to AT&T, Verizon's proposal would require the parties to agree to all aspects of meet-point interconnection before any time frames began to run, and would therefore place no timing restrictions on Verizon. AT&T argues that this open-ended process is an unreasonable condition of interconnection under section 251(c)(2)(D) of the Act, and should be rejected.[410] AT&T adds that the imposition of time frames for other forms of interconnection, such as collocation, is commonplace, and recognizes a competitive carrier's need for certainty when expanding its network.[411] AT&T argues that its proposed 120-day completion timeline is a reasonable one, and notes that its proposal allows Verizon to seek a waiver of the timeline from the Virginia Commission, should exceptional circumstances arise.[412]

126. WorldCom similarly argues that Verizon should not be allowed the power to veto a mid-span meet-point arrangement or unreasonably restrict the conditions under which it may occur.[413] WorldCom adds that it is not difficult to imagine Verizon simply withholding agreement, given its testimony that a reasonable build-out should not extend more than a few hundred feet.[414] WorldCom states that its proposed language provides for the joint engineering and operation of the mid-span meet and provides for agreement on technical interface specifications.[415] WorldCom further states that its proposed interconnection architecture establishes a 50/50 sharing of the cost of interconnection, in conformance with the Commission's orders. Specifically, WorldCom states that its proposal provides for each party providing one fiber strand in a diverse, dual-fiber SONET ring interconnection, as well as all of the electronics on its own end of the interconnection.[416] WorldCom states that this arrangement addresses Verizon's concerns about excessively long mid-span meets and excessive costs, by giving WorldCom an incentive to limit the total costs of the mid-span meet.[417] WorldCom adds that its proposed architecture will benefit the customers of both carriers by providing route diversity and redundancy.[418] WorldCom disputes the assertion that it seeks a unilateral right to dictate the details of the mid-span meet. WorldCom states that its language envisions a cooperative process,

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[409] *See* AT&T Brief at 44.

[410] *See id.* at 44-45.

[411] *See id.* at 45.

[412] *See id.* at 46.

[413] *See* WorldCom Brief at 34-36.

[414] *See* WorldCom Reply at 36, citing Tr. at 1446-47.

[415] *See* WorldCom Brief at 35-36.

[416] *See id.* at 38-39.

[417] *See id.* at 39; WorldCom Reply at 35.

[418] *See* WorldCom Brief at 39-40.

and would impose WorldCom's specifications only in the absence of agreement.[419] WorldCom further contends that Verizon's proposed language, by contrast, provides simply for open-ended negotiation of interconnection terms outside the context of the interconnection agreement.[420]

127. Verizon argues that the Commission should adopt its proposed language, which requires the parties to reach mutual agreement through a memorandum of understanding prior to deploying a mid-span meet.[421] Verizon objects to both AT&T's and WorldCom's proposals, on the grounds that they give the petitioners the ability to dictate to Verizon the technical specifications associated with the mid-span meet.[422] According to Verizon, the parties need to mutually agree on these technical specifications so that both parties to the fiber interconnection, rather than solely the petitioners, can derive the benefits of this architecture.[423] Verizon argues that if one party has the ability to dictate the particulars of the mid-span meet, then that party has the incentive and ability to impose an arrangement that may not be mutually beneficial.[424] Verizon cites WorldCom's proposed diverse, dual-fiber ring architecture as an example of an interconnection architecture replete with pitfalls for Verizon. According to Verizon, WorldCom's proposed architecture is not a classic mid-span meet architecture at all, since it would require Verizon to take fiber all the way to the location of WorldCom's fiber optic terminating equipment, potentially doubling Verizon's costs.[425]

128. In addition, Verizon objects to both petitioners' proposals on the grounds that they only account for a sharing of the construction costs associated with the fiber meet, rather than including maintenance costs and Verizon's embedded costs.[426] Verizon argues that the only way to ensure that the costs of the mid-span meet are apportioned equally is to have the parties mutually agree on the details of the particular mid-span meet.[427]

129. In addition, Verizon objects to AT&T's proposed 120 day timeline for the implementation of a mid-span meet. Although Verizon acknowledges that mid-span meet interconnections can usually be implemented within 120 days, Verizon argues that this implementation schedule is appropriate only once the technical and operational details of the

[419] *See* WorldCom Reply at 34.

[420] *See id.* at 37.

[421] *See* Verizon NA Brief at 47.

[422] *See id.* at 42.

[423] *See id.* at 46.

[424] *See* Verizon NA Brief at 42-43.

[425] *See* Verizon NA Reply at 22-23.

[426] *See id.* at 24.

[427] *See id.* at 24.

mid-span meet have been worked out.[428] Verizon states that AT&T's proposal, by contrast, initiates the 120 day timeline from the moment AT&T informs Verizon it would like mid-span meet interconnection.[429] Verizon argues that mid-span meets are special arrangements with technical details that need to be agreed upon prior to implementation and that the Commission should therefore adopt its proposal, which requires the parties to reach mutual agreement before deploying a mid-span meet.[430]

c. Discussion

130. We adopt AT&T's proposed language for mid-span meet interconnection, with one modification, as set out below.[431] We find that this language adequately addresses the need for joint coordination between the parties in designing and implementing the mid-span meet. Specifically, AT&T's proposal provides for joint engineering planning sessions and cooperative development of technical interface specifications for the meet-point interconnection. We thus reject Verizon's claim that AT&T's proposal would enable it to dictate the particulars of the mid-span meet.[432] Indeed, AT&T's proposal establishes a mechanism for resolving disagreements in event the parties cannot agree on material terms relating to the implementation of the mid-span meet.[433] In this manner, AT&T's proposal envisions joint planning and mutual agreement (as urged by Verizon), but also provides for the resolution of disagreements.

131. We reject Verizon's proposed language with respect to both petitioners.[434] Like AT&T's proposal, Verizon's envisions that the parties will seek mutual agreement on all technical, compensation and other issues necessary to implement the interconnection. Unlike AT&T's, however, Verizon's proposal contains no process for resolving implementation disagreements between the parties. We thus find that AT&T's proposal will better serve the parties in the future by allowing for the prompt resolution of disagreements, if any are to arise, in the process of mutually planning and implementing these interconnection arrangements.

132. We also adopt AT&T's proposed language specifying a timeline for the activation of mid-span meet interconnection between the parties.[435] As Verizon acknowledges, 120 days is

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[428] *See* Verizon NA Brief at 45.

[429] *See id.* at 45.

[430] *See id.* at 47.

[431] *See* AT&T's November Proposed Agreement to Verizon, Schedule 4, Part B, §§ 1.6 *et seq.*, 2.6 *et seq.*

[432] *See* Verizon's NA Brief at 42-43.

[433] *See* AT&T's November Proposed Agreement to Verizon, Schedule 4, Part B, § 1.6.4.

[434] Verizon's November Proposed Agreement to AT&T, § 4.3 *et seq.*; Verizon's November Proposed Agreement to WorldCom, § 3 *et seq.*

[435] *See* AT&T's November Proposed Agreement to Verizon, Schedule 4, Part B, § 1.6.4.

ordinarily a suitable timeframe for the implementation of a mid-span meet once the technical and operation details of the interconnection have been determined. AT&T's proposal provides for an implementation meeting to allow the parties to work out such details prior to triggering the 120 day timeline, and provides a process under which Verizon may seek a waiver if the 120 day interval is unattainable. Verizon does not demonstrate that AT&T's approach, particularly in light of this waiver process, would be unreasonable or burdensome. Furthermore, we agree with AT&T that a wholly open-ended process amounts to having no timeline at all; we thus reject Verizon's proposed approach.

133. While as a whole AT&T's proposal for mid-span meet-point interconnection is more consistent with the Act and the Commission's implementing rules than Verizon's, Verizon raises valid concerns regarding AT&T's language allocating the costs of interconnection between the parties. In the *Local Competition First Report and Order*, the Commission stated, "In a meet point arrangement, each party pays its portion of the costs to build out the facilities to the meet point."[436] The Commission stated further that, in a meet point interconnection established pursuant to section 251(c)(2), the incumbent and the new entrant are "co-carriers and each gains value from the interconnection arrangement"; under these circumstances, the Commission reasoned, "it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement."[437] AT&T's proposal splits the costs of construction between the parties equally, but does not split any of the costs of maintenance of the mid-span meet. Instead, AT&T's proposal leaves each party responsible for maintaining its side of the fiber splice. Depending upon the location AT&T chooses for the fiber splice, this could leave Verizon bearing an inequitable share of the costs of maintaining the mid-span meet. AT&T's proposal also does not account for situations where embedded plant is used to reach the meet point instead of newly constructed facilities. Excluding the economic cost of embedded plant from the costs to be shared equally by the parties does not result in each party bearing "a reasonable portion of the economic costs of the arrangement."[438] Accordingly, we modify the sentence in AT&T's proposed language governing the allocation of mid-span meet costs to include the costs of maintenance, and the forward-looking economic cost of embedded facilities used to construct the mid-span meet.[439]

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[436] *Local Competition First Report and Order*, 11 FCC Rcd at 15780-81, para. 553.

[437] *Id.* at 15780-81, para. 553.

[438] *Id.* at 15780-81, para. 553.

[439] Specifically, we modify AT&T's proposed Schedule 4, Part B, section 1.6.2 as follows. The sentence that reads "The reasonably incurred construction costs for a Mid-Span Fiber Meet established pursuant to this Section will be shared equally...."is modified to read: "The reasonably incurred construction and maintenance costs for a Mid-Span Fiber Meet established pursuant to this Section, including the forward-looking economic cost of embedded facilities (*i.e.*, pre-existing facilities) used to construct the Mid-Span Fiber Meet, will be shared equally...."

134. We reject the language proposed by WorldCom,[440] and agree with Verizon that WorldCom's proposed interconnection architecture is not a proposal for the type of meet-point interconnection envisioned by the *Local Competition First Report and Order*. As the Commission stated in the *Local Competition First Report and Order*, for meet-point interconnection pursuant to section 251(c)(2) of the Act, it "makes sense" that "each party pays its portion of the costs to build out facilities to the meet point."[441] WorldCom's proposed interconnection architecture, however, raises entirely different issues regarding cost allocation between the parties than those raised by a meet-point arrangement. Under WorldCom's proposed interconnection architecture, Verizon potentially bears the cost of building new facilities all the way to a WorldCom central office location designated by WorldCom, rather than only to a meet-point between the two carriers' networks. Accordingly, we reject the language in section 1.1.5 of WorldCom's proposed Attachment IV.

135. Having rejected both the Verizon and WorldCom proposals to each other for this issue, we exercise our discretion under the Commission's rules to adopt language submitted by neither party.[442] For the reasons set forth above, we find that AT&T's proposed language, as modified herein, represents a reasonable approach for WorldCom's mid-span meet-point interconnection as well. Accordingly, we direct Verizon and WorldCom to include language consistent with AT&T's proposed language, as modified herein, in their final agreement.

8. Issue III-4-B (Disconnection of Underutilized Trunks)

a. Introduction

136. Verizon proposes language permitting it unilaterally to terminate its underutilized, one-way trunk groups, which it defines as groups with a utilization level of less than 60 percent during a 90-day period. Verizon claims to need this ability in order to manage its network efficiently. AT&T opposes Verizon's proposal, arguing that it is contrary to industry standards and could result in stranded costs and maintenance problems for AT&T. With certain modifications, we adopt AT&T's proposal.

b. Positions of the Parties

137. AT&T argues that Verizon's proposal would allow unilateral action contrary to industry standards and that, instead, the parties should follow the Ordering and Billing Forum (OBF) procedures that interconnected carriers typically use to add, modify, and discontinue interconnection trunks.[443] Specifically, AT&T contends that these procedures provide that the

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[440] WorldCom's November Proposed Agreement to Verizon, Attach. IV, § 1.1.5, *et seq.*

[441] *See Local Competition First Report and Order*, 11 FCC Rcd at 15780-81, para. 553.

[442] *See* 47 C.F.R. § 51.807(f)(3).

[443] AT&T Brief at 50.

APPENDIX ITR
(Interconnection Trunking Requirements)

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APPENDIX ITR
(Interconnection Trunking Requirements)

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions for Interconnection provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC).

1.2 This Appendix provides descriptions of the trunking requirements between CLEC and AT&T-13STATE. Any references to incoming and outgoing trunk groups are from the perspective of CLEC. The paragraphs below describe the required and optional trunk groups for Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic, InterLATA "Meet Point" Traffic, Mass Calling, E911, Operator Services and Directory Assistance traffic.

1.3 Local Only and Local Interconnection Trunk Groups may only be used to transport traffic between the Parties' End Users.

1.4 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.5 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

1.6 **AT&T-4STATE** - As used herein, **AT&T-4STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

1.7 **AT&T-7STATE** - As used herein, **AT&T-7STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.8 **AT&T-8STATE** - As used herein, **AT&T-8STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T CALIFORNIA**, **AT&T NEVADA** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

1.9 **AT&T-10STATE** - As used herein, **AT&T-10STATE** means **AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE** an the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

1.10 **AT&T-12STATE** - As used herein, **AT&T-12STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE** and **AT&T-2STATE** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.11 **AT&T-13STATE** - As used herein, **AT&T-13STATE** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

1.12 **AT&T ARKANSAS** - As used herein, **AT&T ARKANSAS** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, the applicable AT&T-owned ILEC doing business in Arkansas.

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1.13 AT&T CALIFORNIA - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.

1.14 AT&T CONNECTICUT - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.15 AT&T KANSAS - As used herein, AT&T KANSAS means Southwestern Bell Telephone Company d/b/a AT&T Kansas, the applicable AT&T-owned ILEC doing business in Kansas.

1.16 AT&T ILLINOIS - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois, the applicable AT&T-owned ILEC doing business in Illinois.

1.17 AT&T INDIANA - As used herein, AT&T INDIANA means Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, the applicable AT&T-owned ILEC doing business in Indiana.

1.18 AT&T MICHIGAN - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan, the applicable AT&T-owned ILEC doing business in Michigan.

1.19 AT&T MIDWEST REGION 5-STATE - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

1.20 AT&T MISSOURI - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri, the applicable AT&T-owned ILEC doing business in Missouri.

1.21 AT&T NEVADA - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.

1.22 AT&T OHIO - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.23 AT&T OKLAHOMA - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma, the applicable AT&T-owned ILEC doing business in Oklahoma.

1.24 AT&T SOUTHWEST REGION 5-STATE - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

1.25 AT&T TEXAS - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.

1.26 AT&T WISCONSIN - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC doing business in Wisconsin.

2. DEFINITIONS

2.1 "Access Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among End Office Switches for IXC (Inter-exchange Carrier) carried traffic and IntraLATA Toll Traffic in the AT&T SOUTHWEST REGION 5-STATE as well as switching Section 251(b)(5) Traffic and ISP-Bound Traffic in AT&T-2STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT.

2.2 "End Office" or "End Office Switch" is a switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.

2.3 "IntraLATA Toll Traffic" or "IntraLATA Toll" is defined as traffic between one AT&T-13STATE local calling area and the local calling area of another AT&T-13STATE or LEC within one LATA within the respective state.

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2.4 "IntraLATA Toll Trunk Group" is defined as a trunk group carrying IntraLATA Toll Traffic as defined above.

2.5 "ISP-Bound Traffic" is as defined in Attachment: Intercarrier Compensation.

2.6 "Local Interconnection Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5)/IntraLATA Toll Traffic between CLEC End Users and AT&T-12STATE End Users. In AT&T CONNECTICUT these trunk groups will carry the same type of traffic, but they will be established and used as one-way.

2.7 "Local/IntraLATA Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among subtending End Office Switches for Section 251(b)(5)/IntraLATA Toll Traffic.

2.8 "Local Only Tandem Switch" is defined as a switching machine within the public switched telecommunications network that is used to connect and switch trunk circuits between and among other End Office Switches for Section 251(b)(5) and ISP-Bound Traffic.

2.9 "Local Only Trunk Groups" are two-way trunk groups used to carry Section 251(b)(5) and ISP-Bound Traffic only.

2.10 "Local Tandem" refers to any Local Only, Local/IntraLATA, Local/Access or Access Tandem Switch serving a particular local calling area.

2.11 "Meet Point Trunk Group" carries traffic between CLEC's End Users and Interexchange Carriers (IXCs) via AT&T-13STATE Access or Local/Access Tandem Switches.

2.12 "Offers Service" is defined as when CLEC opens an NPA-NXX, ports a number to serve an End User or pools a block of numbers to serve End Users.

2.13 "Section 251(b)(5) Traffic" is as defined in Attachment: Intercarrier Compensation.

2.14 "Section 251(b)(5)/IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining local dialtone from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining local dialtone from AT&T-13STATE where AT&T-13STATE is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.

3. ONE-WAY AND TWO-WAY TRUNK GROUPS

3.1 CLEC shall issue Access Service Requests (ASRs) for two-way Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups. CLEC shall issue ASRs for one-way trunk groups originating at CLEC's switch. AT&T-13STATE shall issue ASRs for one-way trunk groups originating at the AT&T-13STATE switch.

3.2 Trunk groups for ancillary services (e.g. OS/DA, BLVI, High Volume Call In, and E911) and Meet Point Trunk Groups can be established between CLEC's switch and the appropriate AT&T-13STATE Tandem Switch as further provided in this Appendix ITR.

3.3 Two-way Local Interconnection Trunk Groups can be established between CLEC's switch and an AT&T-12STATE Local Tandem or End Office Switch. Two-way Local Only Trunk Groups can be established between CLEC's switch and an AT&T-12STATE Local Tandem. These trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible.

3.4 Local Interconnection Trunk Groups in AT&T CONNECTICUT must be ordered and provisioned as one-way to accommodate billing and technical limitations.

3.5 The Parties recognize that embedded one-way trunks may exist for Section 251(b)(5)/IntraLATA Toll Traffic. The Parties may agree to negotiate a transition plan to migrate the embedded one-way Local Only and/or Local Interconnection Trunk Groups to two-way Local Only and/or two-way Local Interconnection Trunk Groups. The Parties will coordinate any such migration, trunk group prioritization, and

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implementation schedule. AT&T-12STATE agrees to develop a cutover plan and project manage the cutovers with CLEC participation and agreement.

4. TANDEM TRUNKING AND DIRECT END OFFICE TRUNKING

4.1 AT&T-13STATE deploys in its network Local Only Tandem Switches (AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE), Local/IntraLATA Tandem Switches (AT&T SOUTHWEST REGION 5-STATE) Local/Access Tandem Switches and Access Tandem Switches. In addition AT&T-13STATE deploys Tandems that switch ancillary traffic such as E911 (E911 Tandem or E911 Selective Routing Tandem), Operator Services/ Directory Assistance (OS/DA Tandem), and Mass Calling (choke Tandem).

4.2 CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in AT&T CONNECTICUT, AT&T MIDWEST REGION 5-STATE, and AT&T-2STATE. If CLEC Offers Service in a LATA in which there is no AT&T Local Tandem, CLEC shall establish Local Interconnection Trunk Groups to each AT&T-13STATE End Office Switch in that LATA in which it Offers Service. CLEC shall establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in AT&T SOUTHWEST REGION 5-STATE. If there are no Local Tandems in the local exchange area in which CLEC Offers Service in the AT&T SOUTHWEST REGION 5-STATE, CLEC shall establish a Local Interconnection Trunk Group to each AT&T-13STATE End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Local Tandem) to the respective AT&T-13STATE Local Tandem on the trunk groups defined below. AT&T-13STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.

4.3 Direct End Office Trunk Group(s) (DEOTs) transport Section 251(b)(5)/IntraLATA Toll Traffic between CLEC's switch and an AT&T-13STATE End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct End Office Trunk Group (one-way in AT&T CONNECTICUT) when actual or projected End Office Section 251(b)(5)/IntraLATA Toll Traffic requires twenty-four (24) or more trunks. Once provisioned, traffic from CLEC to AT&T-13STATE must be redirected to route first to the DEOT with overflow traffic alternate routed to the appropriate AT&T-13STATE Local Tandem. If an AT&T-13STATE End Office does not subtend an AT&T-13STATE Local Tandem, a direct final Direct End Office Trunk Group will be established by CLEC, and there will be no overflow of Section 251(b)(5)/IntraLATA Toll Traffic.

4.4 All traffic received by AT&T-13STATE on the DEOT from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a Remote End Office Switch of a host/remote configuration, CLEC shall establish the DEOT at the host switch. The number of digits to be received by the AT&T-13STATE End Office shall be mutually agreed upon by the Parties. This trunk group shall be two-way (one-way in AT&T CONNECTICUT).

4.5 Trunk Configuration

4.5.1 Trunk Configuration – AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T CONNECTICUT

4.5.1.1 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

4.5.1.2 Any AT&T-13STATE switch incapable of handling 64CCC traffic will require that Local Interconnection Trunk Groups be established at those switches using Alternate Mark Inversion (AMI).

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4.5.2 Trunk Configuration – AT&T-2STATE

4.5.2.1 When Interconnecting at AT&T-2STATE's digital End Offices, the Parties have a preference for use of Bipolar 8 Zero Substitution Extended Super Frame (B8ZS ESF) two-way trunks for all traffic between their networks. Where available, such trunk equipment will be used for Local Interconnection Trunk Groups. Where AMI trunks are used, either Party may request upgrade to B8ZS ESF when such equipment is available.

4.5.2.2 When interconnecting at AT&T CALIFORNIA's DMS Access Tandem(s), 64CCC data and voice traffic may be combined on the same two-way Local Interconnection Trunk Group. 64 CCC data and voice traffic must be on separate two-way Local Interconnection Trunk Groups and not combined at AT&T CALIFORNIA's 4E Access Tandems.

5. TRUNK GROUPS

5.1 When CLEC Offers Service in a Local Exchange Area or LATA, the following trunk groups shall be used to exchange various types of traffic between CLEC End Users and AT&T-13STATE End Users.

5.2 Local Only and Local Interconnection Trunk Group(s) in each Local Exchange Area: AT&T SOUTHWEST REGION 5-STATE.

5.2.1 A two-way Local Only Trunk Group shall be established between CLEC's switch and each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.2 A two-way Local Interconnection Trunk Group shall be established between CLEC switch and each AT&T SOUTHWEST REGION 5-STATE Local/IntraLATA Tandem Switch and each Local/Access Tandem Switch in the local exchange area. Inter-Tandem switching is not provided.

5.2.3 AT&T SOUTHWEST REGION 5-STATE reserves the right to initiate a one-way IntraLATA Trunk Group to CLEC in order to provide Tandem relief when a community of interest is outside the local exchange area in which CLEC is interconnected.

5.2.4 Where traffic from CLEC switch to an AT&T SOUTHWEST REGION 5-STATE End Office is sufficient (24 or more trunks), a Local Interconnection Trunk Group shall also be established to the AT&T SOUTHWEST REGION 5-STATE End Office.

5.2.5 A Local Interconnection Trunk Group shall be established from CLEC switch to each AT&T SOUTHWEST REGION 5-STATE End Office in a local exchange area that has no Local Tandem. This trunk group shall be established as a direct final.

5.2.6 When AT&T SOUTHWEST REGION 5-STATE has a separate Local Only Tandem Switch(es) in the local exchange area, and a separate Access Tandem Switch that serves the same local exchange area, a two-way IntraLATA Toll Trunk Group shall be established to the AT&T SOUTHWEST REGION 5-STATE Access Tandem Switch. In addition a two-way Local Only Trunk Group(s) shall be established from CLEC's switch to each AT&T SOUTHWEST REGION 5-STATE Local Only Tandem Switch.

5.2.7 Each Party shall deliver to the other Party over the Local Only and/or Local Interconnection Trunk Group(s) only such traffic that originates and terminates in the same local exchange area.

5.3 Local Only and/or Local Interconnection Trunk Group(s) in Each LATA: AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, AT&T-2STATE

5.3.1 Tandem Trunking – AT&T-2STATE and AT&T MIDWEST REGION 5-STATE

5.3.1.1 In AT&T-2STATE and AT&T MIDWEST REGION 5-STATE;

5.3.1.1.1 Section 251(b)(5) and ISP Bound Traffic shall be routed on Local Only Trunk Groups established at all AT&T Local Only Tandems in the LATA for calls destined to or from all AT&T MIDWEST REGION 5-STATE End Offices that

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subtend the designated tandem. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.1.1.2 Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local/IntraLATA, Local/Access, or Access Tandem Switch(es) (AT&T-2STATE only) in the LATA for calls destined to or from all AT&T-2STATE and AT&T MIDWEST REGION 5-STATE End Offices that subtend the designated tandems. These trunk groups shall be two-way and will utilize Signaling System (SS7) signaling.

5.3.2 Tandem Trunking – AT&T CONNECTICUT

5.3.2.1 In AT&T CONNECTICUT, Section 251(b)(5)/IntraLATA Toll Traffic shall be routed on Local Interconnection Trunk Groups established at all AT&T Local Tandems in the LATA for calls destined to or from all AT&T CONNECTICUT End Offices that subtend the designated tandem. These trunk groups shall be one-way and will utilize Signaling System 7 (SS7) signaling.

5.3.3 Direct End Office Trunking

5.3.3.1 The Parties shall establish Direct End Office Trunk Groups for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic where actual or projected traffic demand is or will be twenty-four (24) or more trunks.

5.4 Meet Point Trunk Group: AT&T-13STATE

5.4.1 IXC carried traffic shall be transported between CLEC's switch and the AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch over a Meet Point Trunk Group separate from Section 251(b)(5)/IntraLATA Toll Traffic. The Meet Point Trunk Group will be established for the transmission and routing of exchange access traffic between CLEC's End Users and IXCs via a AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch.

5.4.2 Meet Point Trunk Groups shall be provisioned as two-way and will utilize SS7 signaling, except multifrequency ("MF") signaling will be used on a separate Meet Point Trunk Group to complete originating calls to switched access customers that use MF FGD signaling protocol.

5.4.3 When AT&T-13STATE has more than one Access or Local/Access Tandem Switch in a local exchange area or LATA, CLEC shall establish a Meet Point Trunk Group to every AT&T-13STATE Access or Local/Access Tandem Switch where CLEC has homed its NXX code(s).

5.4.4 AT&T-13STATE will not block switched access customer traffic delivered to any AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch for completion on CLEC's network. The Parties understand and agree that Meet Point trunking arrangements are available and functional only to/from switched access customers who directly connect with any AT&T-13STATE Access Tandem Switch or Local/Access Tandem Switch that CLEC's switch subtends in each LATA. In no event will AT&T-13STATE be required to route such traffic through more than one of its tandem switches for connection to/from switched access customers. AT&T-13STATE shall have no responsibility to ensure that any switched access customer will accept traffic that CLEC directs to the switched access customer.

5.4.5 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, AT&T-13STATE will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

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5.5 800/(8YY) Traffic: AT&T-13STATE

5.5.1 If CLEC chooses AT&T-13STATE to handle 800/(8YY) database queries from its switches, all CLEC originating 800/(8YY) traffic will be routed over the Meet Point Trunk Group. This traffic will include a combination of both Interexchange Carrier (IXC) 800/(8YY) service and CLEC 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the AT&T-13STATE Access or Local/Access Tandem Switch.

5.5.2 All originating Toll Free Service 800/(8YY) calls for which CLEC requests that AT&T-13STATE perform the Service Switching Point ("SSP") function (e.g. perform the database query) shall be delivered using GR-394 format over the Meet Point Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

5.5.3 CLEC may handle its own 800/(8YY) database queries from its switch. If so, CLEC will determine the nature (local/intraLATA/interLATA) of the 800/(8YY) call based on the response from the database. If the query determines that the call is a local or IntraLATA 800/(8YY) number, CLEC will route the post-query local or IntraLATA converted ten-digit local number to AT&T-13STATE over the Local Interconnection Trunk Group. In such case, CLEC is to provide an 800/(8YY) billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY) number, CLEC will route the post-query inter-LATA call (800/(8YY) number) directly from its switch for carriers interconnected with its network or over the Meet Point Trunk Group to carriers not directly connected to its network but are connected to AT&T-13STATE's Access or Local/Access Tandem Switch. Calls will be routed to AT&T-13STATE over the Local Only and/or Local Interconnection Trunk Groups or Meet Point Trunk Groups within the LATA in which the calls originate.

5.5.4 All post-query Toll Free Service 800/(8YY) calls for which CLEC performs the SSP function, if delivered to AT&T-13STATE, shall be delivered using GR-394 format over the Meet Point Trunk Group for calls destined to IXCs, or shall be delivered by CLEC using GR-317 format over the Local Only and/or Local Interconnection Trunk Group for calls destined to End Offices that directly subtend the tandem.

5.6 E911 Trunk Group

5.6.1 A dedicated trunk group for each NPA shall be established to each appropriate E911 switch within the local exchange area or LATA in which CLEC Offers Service. This trunk group shall be provisioned as one-way outgoing only and will utilize MF CAMA signaling or, where available, SS7 signaling. CLEC will have administrative control for the purpose of issuing ASRs on this trunk group. Where the parties utilize SS7 signaling and the E911 network has the technology available, only one E911 trunk group shall be established to handle multiple NPAs within the local exchange area or LATA. If the E911 network does not have the appropriate technology available, a SS7 trunk group shall be established for each NPA in the local exchange area or LATA. CLEC shall provide a minimum of two (2) one-way outgoing channels on E911 trunk groups per default PSAP or default ESN assignment dedicated for originating E911 emergency service calls from the Point of Interconnection (POI) to the AT&T-13STATE E911 Selective Router switch that serves a specified geographic rate area.

5.6.2 In AT&T CONNECTICUT only, CLEC will comply with the CT DPUC directives regarding the E911 trunk groups. The current directive requires CLEC to establish three separate dedicated trunk groups for each Connecticut NPA and default PSAP or default ESN assignment, from its switch to each of the Connecticut E911 Selective Routing tandems. For each NPA, one trunk group using SS7 signaling will go to the Primary E911 Selective Routing tandem. A second trunk group using SS7 will go to the Secondary E911 Selective routing tandem. The third trunk group will have MF CAMA signaling and will go to the Primary E911 Selective Routing tandem and serve as a backup. These trunk groups shall be provisioned by CLEC as one-way outgoing only. CLEC will have administrative control for the purpose of issuing ASRs.

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5.6.3 CLEC will cooperate with AT&T-13STATE to promptly test all E911 trunks and facilities between CLEC's network and the AT&T-13STATE E911 Selective Routing Tandem to assure proper functioning of E911 service. CLEC will not turn up live traffic until successful testing is completed by both Parties.

5.7 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group: AT&T-12STATE

5.7.1 A dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final Local Interconnection Trunk Groups. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

5.7.2 This group shall be sized as follows:

Number of Access Lines Served	*Number of Mass Calling Trunks*
0 – 10,000	*2*
10,001 – 20,000	*3*
20,001 – 30,000	*4*
30,001 – 40,000	*5*
40,001 – 50,000	*6*
50,001 – 60,000	*7*
60,001 – 75,000	*8*
75,000 +	*9 maximum*

5.7.3 If CLEC should acquire a HVCI/Mass Calling customer, i.e. a radio station, CLEC shall notify AT&T-12STATE at least 60 days in advance of the need to establish a one-way outgoing SS7 or MF trunk group from the AT&T-12STATE HVCI/Mass Calling Serving Office to the CLEC customer's serving office. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.7.4 If CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, CLEC may request a meeting to coordinate with AT&T-12STATE the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the CLEC establishes a new choke NXX, CLEC must notify AT&T-12STATE a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. AT&T-12STATE will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the AT&T-12STATE Public Response HVCI/Mass Calling Network Access Tandem to CLEC's choke serving office.

5.7.5 In AT&T CONNECTICUT, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume customers or in situations such as those described in Section 35 Network Maintenance and Management of the General Terms and Conditions.

5.8 Operator Services/Directory Assistance Trunk Group(s)

5.8.1 Terms and Conditions for Inward Assistance Operator Services are found in Appendix INW.

5.8.2 If AT&T-13STATE agrees through a separate appendix or contract to provide Directory Assistance and/or Operator Services for CLEC the following trunk groups are required:

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5.8.2.1 Directory Assistance (DA)

5.8.2.1.1 CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate AT&T-13STATE Operator Services Tandem in the LATA for the NPA the CLEC wishes to serve. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.2 Directory Assistance Call Completion (DACC)

5.8.2.2.1 CLEC contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to each AT&T-13STATE Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is provisioned as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.3 Busy Line Verification/Emergency Interrupt (BLV/EI)

5.8.2.3.1 When AT&T-13STATE's operator is under contract to verify the busy status of CLEC End Users, AT&T-13STATE will utilize a segregated one-way with MF signaling trunk group from AT&T-13STATE's Operator Services Tandem to CLEC switch. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.4 Operator Assistance (0+, 0-)

5.8.2.4.1 This service requires a one-way trunk group from CLEC switch to AT&T-13STATE's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

5.8.2.5 Digit Exchange Access Operator Services Signaling

5.8.2.5.1 CLEC will employ Exchange Access Operator Services Signaling (EAOSS) from the equal access End Offices (EAEO) to the Operator Services switch that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).

5.8.2.6 OS Questionnaire

5.8.2.6.1 If CLEC chooses AT&T-13STATE to provide either OS and/or DA, then CLEC agrees to accurately complete the OS Questionnaire prior to submitting ASRs for OS and DA trunks.

6. TRUNK FORECASTING RESPONSIBILITIES: AT&T-13STATE

6.1 CLEC agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. AT&T-13STATE shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by CLEC. Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T-13STATE General Trunk Forecast. Parties agree to the use of Common Language Location Identification (CLLI) coding and Common Language Circuit Identification for Message Trunk coding (CLCI-MSG) which is described in TELCORDIA TECHNOLOGIES documents BR795-100-100 and BR795-400-

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100 respectively. Inquiries pertaining to use of TELCORDIA TECHNOLOGIES Common Language Standards and document availability should be directed to TELCORDIA TECHNOLOGIES at 1-800-521-2673.

6.2 The semi-annual forecasts shall include:

6.2.1 Yearly forecasted trunk quantities for all trunk groups required in this Appendix for a minimum of three (current plus 2 future) years; and

6.2.2 A description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1s, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

6.2.3 The Parties shall agree on these forecasts to ensure efficient trunk utilization. For forecast quantities that are in dispute, the Parties shall make all reasonable efforts to develop a mutually agreeable forecast.

6.2.4 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as mutually agreed to by the Parties. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate these orders.

6.3 CLEC shall be responsible for forecasting two-way trunk groups. AT&T-13STATE shall be responsible for forecasting the one-way trunk groups terminating to CLEC and CLEC shall be responsible for forecasting the one-way trunk groups terminating to AT&T-13STATE, unless otherwise specified in this Appendix.

6.4 Each Party shall provide a specified point of contact for planning and forecasting purposes.

7. TRUNK DESIGN BLOCKING CRITERIA: AT&T-13STATE

7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (using Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

8. TRUNK SERVICING: AT&T-13STATE

8.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). CLEC will have administrative control for the purpose of issuing ASRs on two-way trunk groups. In AT&T CONNECTICUT where one-way trunks are provisioned, AT&T CONNECTICUT will issue ASRs for trunk groups for traffic that originates from AT&T CONNECTICUT and terminates to CLEC.

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8.2 Both Parties will jointly manage the capacity of Local Only, Local Interconnection, and Meet Point Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Only, Local Interconnection, and Meet Point Trunk Groups based on capacity assessment. The TGSR is a standard industry support interface developed by the Ordering and Billing Forum of the Carrier liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR. Contact TELCORDIA TECHNOLOGIES at 1-800-521-2673 regarding the documentation availability and use of this form.

8.3 Utilization: Utilization shall be defined as Trunks Required as a percentage of Trunks In Service.

8.3.1 In A Blocking Situation (Over-utilization)

8.3.1.1 In a blocking situation, CLEC is responsible for issuing ASRs on all two-way Local Only, Local Interconnection and Meet Point Trunk Groups and one-way CLEC originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, AT&T-13STATE will issue a TSGR. CLEC will issue an ASR within three (3) business days after receipt and review of the TGSR. CLEC will note "Service Affecting" on the ASR.

8.3.1.2 In a blocking situation, AT&T-13STATE is responsible for issuing ASRs on one-way AT&T originating Local Only and/or Local Interconnection Trunk Groups to reduce measured blocking to design objective blocking levels based on analysis of trunk group data. If an ASR is not issued, CLEC will issue a TSGR. AT&T-13STATE will issue an ASR within three (3) business days after receipt and review of the TGSR.

8.3.1.3 If an alternate final Local Only Trunk Group or Local Interconnection Trunk Group is at seventy-five percent (75%) utilization, a TGSR is sent to CLEC for the final and all subtending high usages that are contributing any amount of overflow to the alternate final route.

8.3.1.4 If a direct final Meet Point Trunk Group is at seventy-five percent (75%) utilization, a TGSR shall be sent to CLEC.

8.3.2 Underutilization

8.3.2.1 Underutilization of Local Only Trunk Groups, Local Interconnection Trunk Groups and Meet Point Trunk Groups exists when provisioned capacity is greater than the current need. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

8.3.2.1.1 If a Local Only Trunk Group, Local Interconnection Trunk Group or a Meet Point Trunk Group is under seventy-five percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the Local Only Trunk Group, Local Interconnection Trunk Group or the Meet Point Trunk Group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade of service objectives shall be maintained.

8.3.2.1.2 Either party may send a TGSR to the other Party to trigger changes to the Local Only Trunk Groups, Local Interconnection Trunk Groups or Meet Point Trunk Groups based on capacity assessment. Upon receipt of a TGSR, the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the TGSR.

8.3.2.1.3 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within the twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the TGSR.

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8.3.2.1.4 If AT&T-13STATE does not receive an ASR, or if CLEC does not respond to the TGSR by scheduling a joint discussion within the twenty (20) business day period, AT&T-13STATE will attempt to contact CLEC to schedule a joint planning discussion. If CLEC will not agree to meet within an additional five (5) business days and present adequate reason for keeping trunks operational, AT&T-13STATE reserves the right to issue ASRs to resize the Local Only Trunk Groups, Local Interconnection Trunk Groups, or Meet Point Trunk Groups.

8.3.3 Trunk Servicing – AT&T SOUTHWEST REGION 5-STATE Exceptions

8.3.3.1 The Parties will process trunk service requests submitted via a properly completed ASR within ten (10) business days of receipt of such ASR unless defined as a major project. Incoming orders will be screened by AT&T SOUTHWEST REGION 5-STATE trunk engineering personnel for reasonableness based upon current utilization and/or consistency with forecasts. If the nature and necessity of an order requires determination, the ASR will be placed in held status, and a Joint Planning discussion conducted. Parties agree to expedite this discussion in order to minimize delay in order processing. Extension of this review and discussion process beyond two days from ASR receipt will require the ordering Party to Supplement the order with proportionally adjusted Customer Desired Due Dates. Facilities must also be in place before trunk orders can be completed.

8.4 Projects require the coordination and execution of multiple orders or related activities between and among AT&T-13STATE and CLEC work groups, including but not limited to the initial establishment of Local Only, Local Interconnection or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

8.4.1 Orders that comprise a project, i.e. greater than four (4) DS1s, shall be submitted at the same time, and their implementation shall be jointly planned and coordinated.

8.5 Projects-Tandem Rehomes/Switch Conversion/Major Network Projects

8.5.1 AT&T-13STATE will advise CLEC of all projects significantly affecting CLEC trunking. Such Projects may include Tandem Rehomes, Switch Conversions and other major network changes. An Accessible Letter with project details will be issued at least 6 months prior to the project due dates. AT&T-13STATE will follow with a Trunk Group Service Request (TGSR) approximately 4 to 6 months before the due date of the project. A separate TGSR will be issued for each CLEC trunk group and will specify the required CLEC ASR issue date. Failure to submit ASR(s) by the required date may result in AT&T-13STATE ceasing to deliver traffic until the ASR(s) are received and processed.

9. TRUNK DATA EXCHANGE: AT&T-13STATE

9.1 The Parties agree to exchange traffic data on two-way trunk groups and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date is agreed to by the Parties.

9.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. The Parties may agree to establish a timeline for implementing an exchange of traffic data utilizing the DIXC process via a Network Data Mover (NDM) or FTP computer to computer file transfer process. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis). The Parties agree that twenty (20) business days is the study period duration objective. However, on occasion a study period may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering

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purposes, although with less statistical confidence. For AT&T originated one-way, or for any two-way trunk groups, these reports can be made available weekly upon request.

9.3 A trunk group utilization report (TIKI) is available upon request. The report is provided in an MS-Excel format.

10. NETWORK MANAGEMENT: AT&T-13STATE

10.1 Restrictive Controls

10.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and AT&T-13STATE will immediately notify each other of any protective control action planned or executed.

10.2 Expansive Controls

10.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

10.3 Mass Calling

10.3.1 CLEC and AT&T-13STATE shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

11. OUT OF EXCHANGE TRAFFIC

11.1 Interconnection services are available in accordance with section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T incumbent exchange and consistent with the Appendix Out of Exchange Traffic.

12. SWITCHED ACCESS TRAFFIC

12.1 For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-13STATE's local exchange tariffs on file with the applicable state commission), including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,

(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

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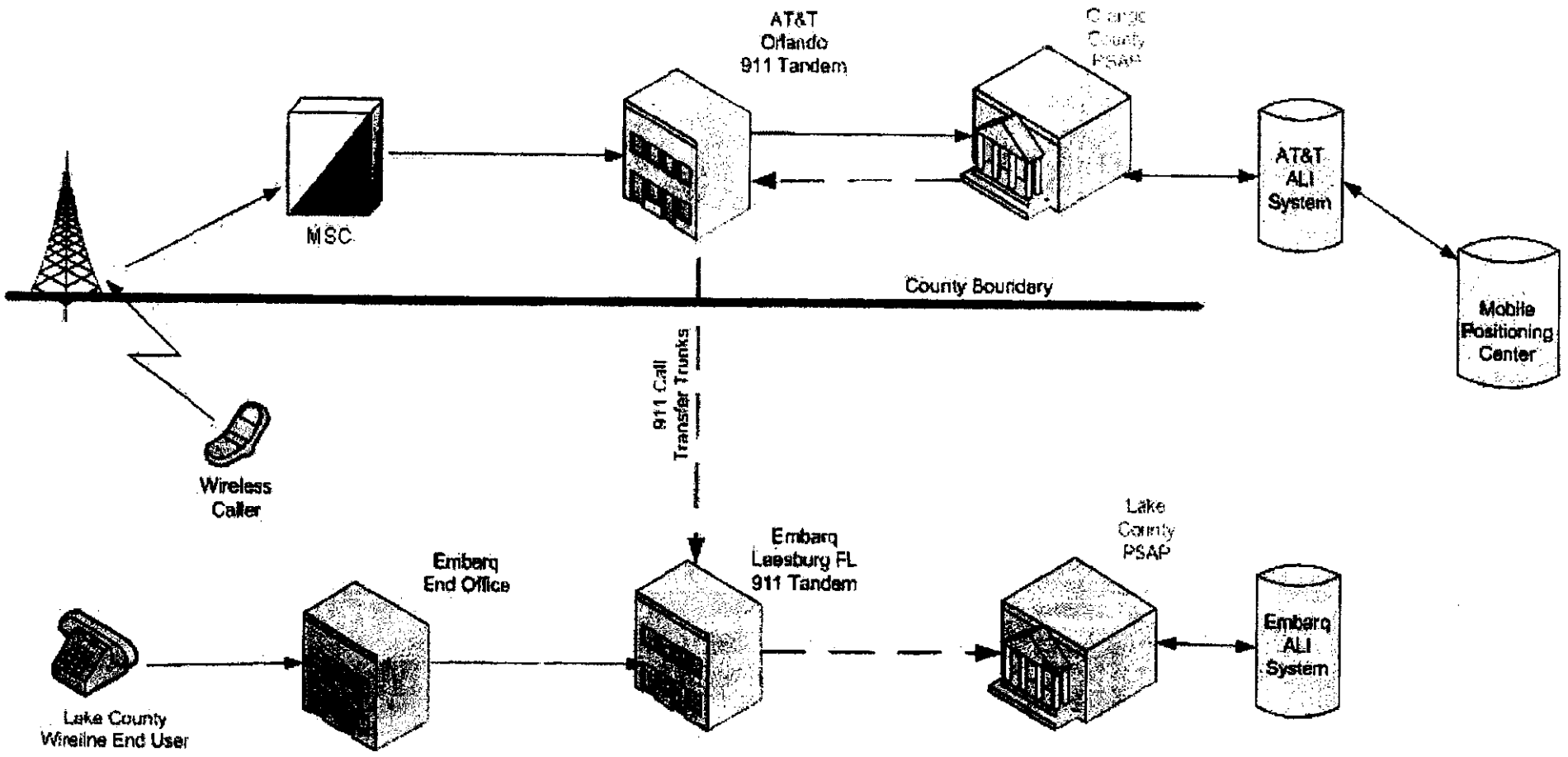
(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

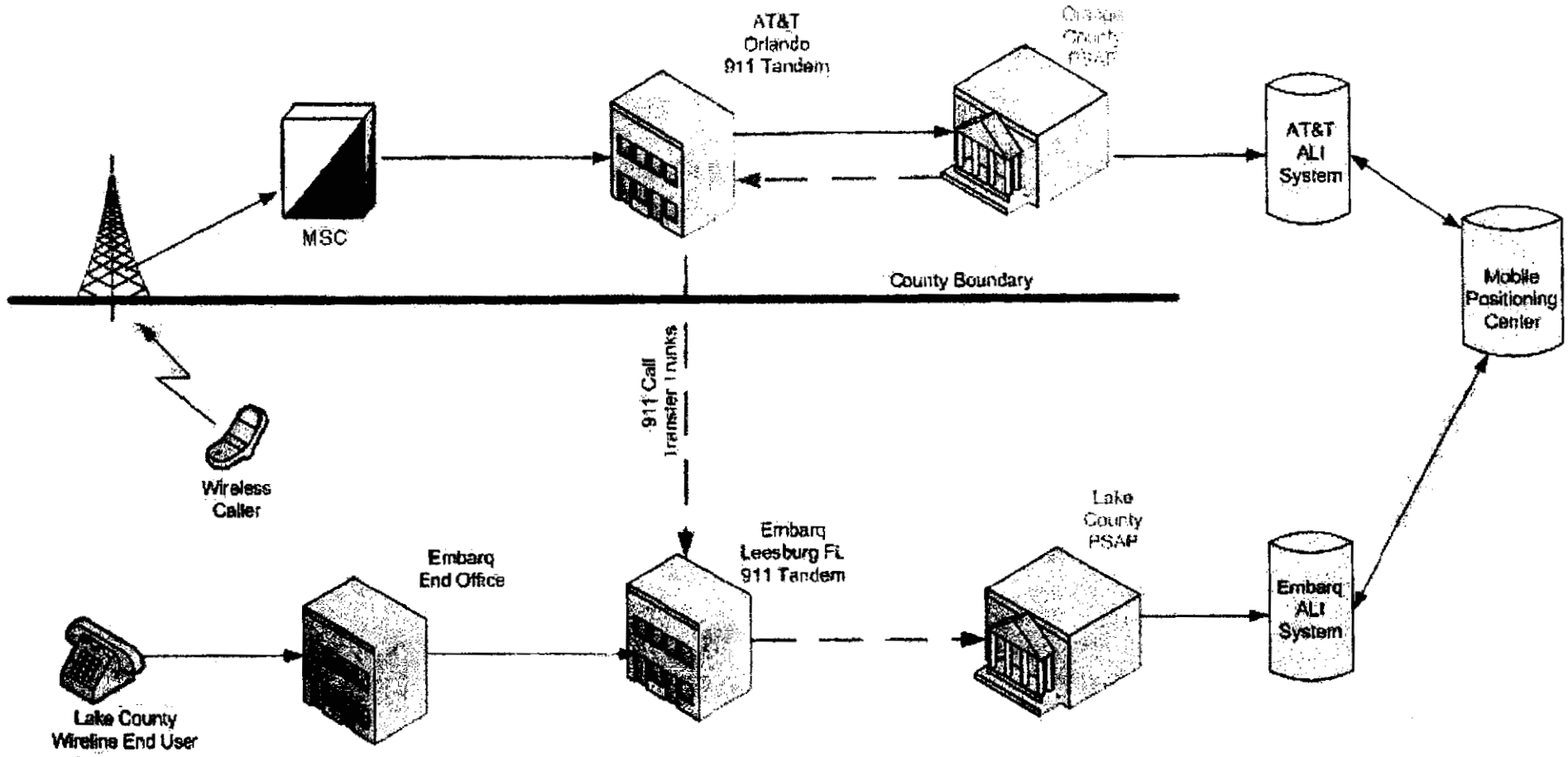
12.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

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Existing Wireless Call Transfer Arrangement (w/o ALI)



Proposed Wireless Call Transfer Arrangement (with ALI)



Note: Wireless & Nomadic Call Transfer across Wireline E911 Networks can occur if ALI providers cooperatively synchronize ALI steering tables as requested by Intrado Comm during negotiations

EXHIBIT NO. 5

DOCKET NO.: 070736-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: Composite of Responses to Staff's Interrogatories from AT&T

a. Item Nos. 1-31 of AT&T's Responses to Staff's First Set of Interrogatories 001

b. Item Nos. 32-53 of AT&T's Responses to Staff's Second Set of Interrogatories 040

c. Item Nos. 54-101 of AT&T's Responses to Staff's Third Set of Interrogatories 068

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 5
COMPANY FPSC Staff
WITNESS Stip-5
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # STIP-5

INTERROGATORIES

REQUEST: Was Issue 12 in this instant proceeding resolved by the Parties via negotiation in the 13-state agreement? If affirmative, please explain how it was resolved. Please explain why that same resolution could not be agreed to in Florida.

RESPONSE: Issue 12 is resolved in Florida.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: If Intrado's suggested additional language for Issue 12 is added to IC Section 1.1, how would AT&T Florida suggest handling possible conflicts with other terms and conditions that are either within the ICA or in a separate agreement or tariff?

RESPONSE: Issue 12 is resolved in Florida.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please refer to AT&T Florida witness' Pellerin direct testimony concerning Issue 13(a), pages 38-44.

a. How does the FCC define Section 251(b)(5) traffic? Please identify any applicable FCC orders or rules.

b. Please explain how Intrado's proposed language in accordance with "Applicable Law, including the rules, regulations and order of the FCC and courts of competent jurisdiction" is unnecessarily vague? Would Intrado's language result in changes in law with respect to these definitions being automatically incorporated into the agreement? Please explain your response.

c. Please identify the specific paragraphs in Order FCC 01-131 where ISP-Bound Traffic is defined.

d. Please identify all sources AT&T Florida relied on in developing its proposed definitions of "Section 251(b)(5) Traffic," "ISP-Bound Traffic," and "Switched Access Traffic."

e. How does the FCC define "switched access traffic?"

f. Is the FCC currently reviewing "switched access traffic" as it relates to intercarrier compensation? If affirmative, please identify the specific FCC docket(s).

RESPONSE

a. Section 251(b)(5) of the Act provides that all local exchange carriers ("LECs") have the duty to "establish reciprocal compensation arrangements for the transport and termination of telecommunications." The FCC concluded that "section 251(b)(5) reciprocal compensation obligations should apply only to traffic that originates and terminates within a local area" and that "reciprocal compensation for transport and termination of calls is intended for a situation in which two carriers collaborate to complete a local call."[1] The FCC did not disturb the access charge regime for interstate or intrastate interexchange traffic.[2]

[1] *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, *First Report and Order*, 11 F.C.C. Rcd. 15,499, FCC 96-325 (rel. Aug. 8, 1996) ("*First Report and Order*"), ¶ 1034.

[2] *Id.* at ¶¶ 1033-1035.

The FCC revisited the subject of Section 251(b)(5) compensable traffic in the context of ISP-bound traffic, reconsidering its justification for previously concluding that ISP-bound traffic was outside the scope of Section 251(b)(5).[3] The FCC focused its analysis on what was carved out of Section 251(b)(5) rather than the universe of traffic that falls within Section 251(b)(5). In doing so, the FCC concluded that ISP-bound traffic was subject to Section 251(g) and should be carved out of the universe of traffic subject to Section 251(b)(5). In that context, the FCC abandoned "local" as the term for traffic subject to reciprocal compensation under Section 251(b)(5).[4]

The FCC reaffirmed that Section 251(b)(5) reciprocal compensation only applies to traffic that originates and terminates in the same local exchange by excluding interexchange traffic from reciprocal compensation. FCC Rule 701(b) states that Section 251(b)(5) reciprocal compensation is inapplicable to "traffic that is interstate or intrastate exchange access, information access, or exchange services for such access."[5]

b. Intrado's language, which simply references Applicable Law, would require the parties to pore through the various "Applicable Law" provisions, FCC orders, and court decisions to administer the intercarrier compensation provisions of the ICA, which could lead to unnecessary disputes. By contrast, AT&T Florida's language is clear on its face as to what traffic is subject to Section 251(b)(5) reciprocal compensation and reflects the current state of the law.

[3] *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic*, CC Docket Nos. 96-98 & 99-68, *Order on Remand and Report and Order*, 16 F.C.C. Rcd. 9151, FCC 01-131 (rel. April 27, 2001) ("*ISP Remand Order*"), *remanded but not vacated, WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002), ¶ 30.
[4] *Id.* at ¶ 34.
[5] 47 C.F.R. § 51.701(b)(1).

Intrado's language could be interpreted to automatically incorporate what one party may believe is a "change in law." When there is a change in law, there is an ICA provision ("Intervening Law") to agreeing and incorporating into the ICA such agreed-to changes. Conversely, the parties are not necessarily obligated to agree to terms and conditions when the law changes. Parties to an ICA can forego a change in law. Thus, if neither party elected to amend the ICA to incorporate a change in law, the parties would continue to operate pursuant to the existing ICA terms and conditions.

c. In paragraph 1 of the *ISP Remand Order*, the FCC refers to "telecommunications traffic delivered to Internet service providers (ISPs)." In the remainder of the *ISP Remand Order*, the FCC refers to this traffic as "ISP bound traffic." For example, in paragraph 2, the FCC states:

> The regulatory arbitrage opportunities associated with intercarrier payments are particularly apparent with respect to ISP-bound traffic, however, because ISPs typically generate large volumes of traffic that is virtually all one-way -- that is, delivered to the ISP.

d. *See* AT&T Florida's responses to parts a, c, and e.

e. The FCC defines (federal) Access Service to include "services and facilities provided for the origination or termination of any interstate or foreign telecommunication."[6] The FCC does not directly define "switched access traffic." Rather, the Act defined "Exchange Access Service" as "the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services."[7] The FCC concluded that interexchange carriers are entitled to Section 251(c)(2) interconnection only to the extent they provide telephone exchange service or exchange access service.[8]

[6] 47 C.F.R. § 69.2(b).
[7] 47 U.S.C. § 153(16).
[8] *First Report and Order*, ¶¶ 190-191.

Further, "Carrier's carrier charges shall be computed and assessed upon all interexchange carriers that use local exchange switching facilities for the provision of interstate or foreign telecommunications services."[9] Interexchange carriers transport telecommunications traffic between exchanges. Thus, federal switched access traffic is exchange access traffic, *i.e.*, interexchange traffic that uses local exchange carriers' switches. (At the state level, switched access service refers to exchange access traffic (*i.e.*, interexchange traffic using local exchange carriers' switches) that originate and terminate within a state.)

Additionally, the FCC states that: "*Interstate switched exchange access services* shall include the functional equivalent of the ILEC interstate exchange access services typically associated with following rate elements: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched transport termination (fixed); tandem switched transport facility (per mile); tandem switching."[10]

The FCC also concluded in its *IP Access Charge Order*[11] that interexchange traffic is not exempt from switched access charges simply by utilizing internet protocol ("IP") technology.

f. Yes. The FCC is reviewing all intercarrier compensation, including switched access traffic, in its *Further Notice of Proposed Rulemaking* for CC Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, released March 3, 2005 (FCC 05-33).

RESPONSE PROVIDED BY: P.H. Pellerin

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[9] 47 C.F.R. § 69.5(b).
[10] 47 C.F.R. § 61.26(a)(3) (emphasis in original).
[11] *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361, *Order*, 19 F.C.C. Rcd. 7457, FCC 04-97 (rel. Apr. 21, 2004) ("*IP Access Charge Order*").

REQUEST: Referring to footnote 35 on page 44 of witness Pellerin's direct testimony,

a. Please describe the differing requirements of wireless service.

b. What is meant by "To the extent Intrado intends to deliver wireless 911 traffic to AT&T Florida, the parties have agreed that Appendix IC does not apply to 911 traffic?"

RESPONSE:

a. In the context of intercarrier compensation, wireless carriers' calling scopes are based on Major Trading Areas ("MTA") rather than the local calling (or exchange) areas used by wireline carriers. In addition, many wireless carriers have different usage recording capabilities, necessitating a different method for exchanging billing records. In that situation, a factor based on the shared use of facilities is used to allow wireless carriers to calculate usage for billing reciprocal compensation. Thus the terms and conditions for wireless carriers necessarily vary from those of wireline carriers. AT&T's generic CLEC interconnection agreements do not accommodate the unique requirements of wireless carriers.

b. The dispute reflected in Issue 13(a) for 13-state language in Appendix Intercarrier Compensation Section 1.2 relates to reciprocal compensation for Section 251(b)(5) traffic – which does not include 911 traffic. Intrado should not be sending AT&T Florida wireless traffic pursuant to Appendix Intercarrier Compensation, and AT&T Florida's 13-state language in Section 1.2 properly qualifies that traffic as wireline. This, however, does not preclude Intrado from delivering 911 traffic to AT&T Florida pursuant to Appendix 911.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Does Issue 13(a) deal with the parties' exchange of non-911 traffic? If no, please explain specifically what AT&T Florida believes Issue 13(a) deals with.

RESPONSE: Yes. *See* AT&T Florida's response to Interrogatory No. 4.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please refer to page 44, lines 8-21, and page 45, lines 1-15, of witness Pellerin's direct testimony regarding Issue 14(a).

a. Is it AT&T Florida's position that it has no requirement to act as the transit provider or the exchange of traffic between Intrado and third-party carriers?

b. If the response to Interrogatory 6(a) is affirmative, please explain with specificity why.

c. Please identify any FCC orders and state commission orders that support this position.

RESPONSE: Issue 14(a) is resolved.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: On page 61 of AT&T Florida witness Pellerin's direct testimony, line 26, explain the inconsistent result that Intrado's proposed revisions to IC Section 17.4 will create?

RESPONSE: Issue 14(b) is resolved.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: On page 62 of AT&T Florida witness Pellerin's direct testimony, lines 2-5, please identify the source for the requirement that the originating carrier is responsible for compensating the terminating carrier to complete a call.

RESPONSE: Section 251(a) of the Act provides that all telecommunications carriers have a duty to interconnect, either directly or indirectly. Section 251(b)(5) provides that local exchange carriers have the added responsibility to "establish reciprocal compensation arrangements for transport and termination of telecommunications." In implementing these provisions, the FCC determined that:

> [R]eciprocal compensation for transport and termination of calls is intended for a situation in which two carriers collaborate to complete a local call. In this case, the local caller pays charges to the originating carrier, and the originating carrier must compensate the terminating carrier for completing the call. This reading of the statute is confirmed by section 252(d)(2)(A)(i), which establishes the pricing standards for section 251(b)(5). Section 251(d)(2)(A)(i) provides for "recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier."[12]

RESPONSE PROVIDED BY: P.H. Pellerin

[12] *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, *First Report and Order*, 11 F.C.C. Rcd. 15,499, FCC 96-325 (rel. Aug. 8, 1996) ("*First Report and Order*"), ¶ 1034.

REQUEST: AT&T Florida identifies Issue 23 as being resolved. Please explain any disagreement between AT&T Florida and Intrado with respect to how the resolved language will be implemented in Florida.

RESPONSE: The disagreement remaining between the parties regarding resolution of Issue 23 is directly related to the Commission's future resolution of Issue 2 (ICA template). The language previously in dispute for Issue 23 was based on the 13-state template – language that simply does not exist if the 9-state template is used. The 13-state language was resolved between the parties in the context of negotiations in Ohio (which is properly based on the 13-state template). Intrado has indicated its unwillingness to close Issue 23 because it simply wants all the 13-state language, whether disputed or not. There is nothing for the Commission to decide regarding the language formerly in dispute for Issue 23.

In the event the Commission concludes that the 9-state template is the proper foundation for the parties' ICA in Florida, it would be inappropriate to import the 13-state language from Issue 23 into a 9-state agreement – just as it would be improper to require other 13-state language be included in an ICA that is based on the 9-state template. But that is exactly what Intrado seeks – to take 13-state language and re-label it as 9-state.

A decision by the Commission that the parties utilize the 13-state template in Florida would require additional analysis and would give rise to numerous additional issues that are as yet unidentified.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Regarding Issue 29(a), please refer to pages 48-51 of AT&T Florida witness Pellerin's direct testimony.

a. Please identify the industry standard for mileage rounding for distance sensitive rates referenced on page 48, line 20.

b. Please identify the industry standard for rounding usage for carrier billing referenced on page 50, lines 15-16.

c. Please identify all documents supporting the witness' assertion of the industry standards in response to Interrogatories 10(a) and 10(b).

RESPONSE:

a. The industry standard for mileage rounding for distance sensitive rates is to the next whole mile.

b. The standard industry practice for rounding usage for carrier billing is to the next whole minute. However, it is standard practice in AT&T's 9-state region to use jurisdictional reporting factors to bill reciprocal compensation rather than actual usage data.

c. The industry standard for mileage rounding is stated in the Alliance for Telecommunication Industry Solutions' ("ATIS") Multiple Exchange Carrier Access Billing ("MECAB") Guidelines, ATIS – 0401004-0009. Section 3.4 states as follows:

> ***3.4 Transport or Mileage Charge Calculations***
>
> The appropriate method for calculation of MPB for the distance sensitive portion of Local Transport (direct-trunk and tandem-switched), Channel Mileage (e.g. Special Transport), is as follows:
>
> 1. The Vertical and Horizontal (V&H) coordinates (filed in NECA Tariff FCC No. 4) are used to calculate the airline distance between two wire centers. Fractional mileage is rounded to the next whole number.

There is no published industry standard regarding rounding of usage for carrier billing. It is standard practice in AT&T's 9-state region to use jurisdictional reporting factors to bill reciprocal compensation. This is reflected in AT&T's 9-state generic interconnection agreement ("ICA"), Attachment 2, Section 8.3, which is offered to CLECs seeking an ICA in Florida. Regarding switched access billing, on page 49 of her direct testimony, Ms. Pellerin referenced AT&T Florida's access service tariff Sections E6.7.19 and E6.7.4.6 as evidence of AT&T Florida's standard usage rounding practice. AT&T's other state and federal tariffs contain similar rounding provisions. Moreover, as Ms. Pellerin testified on page 51 of her direct testimony, the impact to Intrado (if it ever actually offered service other than 911 service) would be negligible.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Regarding Issue 29(b), please refer to page 52, lines 3-12 of AT&T Florida witness Pellerin's direct testimony. The witness states that the parties have agreed that to the extent Intrado ordered a product or service not contained in the ICA, "AT&T would reject that order."

a. Is it AT&T Florida's position that it will nonetheless provision the requested product or service only if Intrado agrees to pay the AT&T Florida current generic contract rate, if no intrastate tariff rate exists?

b. If Intrado is billed and pays the generic contract rate, is it AT&T Florida's position that it can reject future orders and further provisioning of the product or service anytime it chooses? Please explain.

c. If the answer to Interrogatory 11(b) is affirmative, please explain why not reject orders for products and services not contained in the ICA, for which no intrastate tariff rates exist, until rates are set pursuant to the Sections 251 and 251 process.

RESPONSE: AT&T Florida has no obligation to accept and provision an order from Intrado for a service not contained in the ICA. It is AT&T Florida's intention, and Intrado has agreed, that such orders would be rejected and not provisioned.

a. No. Any provisioning of a service not contained in the parties' ICA would be inadvertent.

b. It is important to keep in mind that the service at issue is not in the ICA. Thus, even if AT&T Florida inadvertently provisions such a service, that does not obligate AT&T Florida to accept future orders for that service – until and unless the ICA is amended.

c. It is AT&T Florida's intention to reject orders for services not contained in the ICA. However, processing errors may occur on occasion.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please identify the witness responsible for Issue 8(a), and where in the witness' direct testimony Issue 8(a) is discussed.

RESPONSE: At the time direct testimony was filed, AT&T Florida understood Issue 8(a) to be resolved. Since that time, Intrado has introduced new language into the 911 Appendix, Sections 3.4.3 and 3.4.5, which AT&T Florida disputes and will address in rebuttal testimony.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: By way of clarification, have all issues relating to collection and remittance of 911/E911 surcharges contained in sections 7.2.2, 7.2.2.1, 7.2.2.2 been resolved by the parties?

RESPONSE: Yes. Issue 11 is resolved.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: By way of clarification, are issues relating to collection and remittance of 911/E911 surcharges contained in sections 7.2.1.1 and 7.2.1.2 still in dispute?

RESPONSE: No. Issue 11 is resolved.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of Intrado witness Clugy, page 8, lines 5-7.

a. Is there language in the 13 state agreement analogous to the language AT&T proposes in Florida?

b. If the response to Interrogatory 15(a) is negative, please detail the language being proposed by AT&T in the thirteen state agreement.

RESPONSE: Ms. Clugy's testimony on page 8, lines 5-7, addresses Issue 11, which is now resolved.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please detail the specific language adopted in Ohio relating to the collection and remittance of 911/E911 surcharges.

RESPONSE: Issue 11 is resolved.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of AT&T witness Neinast, page 45, lines 19 through page 46, lines 1- 21. Please identify the industry guidelines, principles and standards that apply to AT&T's trunk planning and engineering.

RESPONSE: Principles:
AT&T Trunk Planning and Engineering Trunking evolves to the task of determining the number of current trunks required to carry a given amount of load at some specific grade of service and to forecast the number of future trunks required in any given network using valid data.

Industry Guidelines:
Capacity tables used by AT&T Trunk Planning and Engineering to determine current trunks required and forecast future growth are Telcordia (The old Bell Core) Neal-Wilkinson (Final trunk groups) and Erlang B (High Usage trunk groups). List below are some of the Industry guidelines used by AT&T Trunk Planning and Engineering when creating a network;

Common Language-Message Trunk Circuit Codes (CLCI MSG Codes) BR-795-400-100

Common Language-Location Codes (CLLI™ Codes) Description for Location Identification BR 795-100-100

Telcordia Notes on the Network SR_2275

Standards:
Below are the standard Design Blocking Objectives used by AT&T Trunk Planning and Engineering when sizing various types of trunk groups;

Trunk Group Type	Design Blocking Objective
Local Interconnection Trunk Group - Direct End Office (Primary High)	ECCS*
Local Interconnection Trunk Group - Direct End Office (Final)	2%
IntraLATA Toll Trunk Group (Local/Access or Access Tandem Switch)	1%
Local Interconnection Trunk Group (Local Tandem)	1%
Meet Point (Local/Access or Access Tandem Switch)	0.5%
E911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	1%
Busy Line Verification/Emergency Interrupt	1%

*During implementation the Parties will mutually agree on an Economic Centum Call Seconds (ECCS) or some other means for the sizing of this trunk group.

The standard document used to notify carriers of changes to the AT&T network or to requested changes to a carriers network is the TGSR. The TGSR is a standard industry support interface developed by the OBF of the Carrier Liaison Committee of the Alliance for Telecommunications Solutions (ATIS) organization. TELCORDIA TECHNOLOGIES Special Report STS000316 describes the format and use of the TGSR.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: For purposes of the following request, please refer to the direct testimony of AT&T witness Neinast, page 46, lines 23 through page 47, lines 1-12.

a. Please identify the standard industry accepted systems and processes that apply to AT&T's ordering processes.
b. Please explain the "EXACT" system example that your provide in your testimony.
c. Please describe an Access Service Request (ASR).
d. Based upon the industry standards used by AT&T, does the language proposed by Intrado adhere to industry standards?
e. If your response to Interrogatory 18(d) is affirmative, how does Intrado's proposed language adhere to the industry standards?

RESPONSE: See response as follows:

a. The Alliance for Telecommunication Industry Solutions (ATIS) is a technical planning and standards development organization that is committed to rapidly developing and promoting technical and operations standards for the communications and related information technologies industry worldwide using a pragmatic, flexible and open approach. Over 1,100 participants from more than 350 communications companies are active in ATIS' 23 industry committees, and ATIS' Incubator Solutions Program. **http://www.atis.org/**

ATIS – 0404000-0036 Access Service Request Ordering Overview - Access Service Ordering Guidelines (ASOG) is an ATIS standard developed by the ISOP Committee under the ATIS Ordering and Billing Forum (OBF)

"This form/screen is based upon the Ordering and Billing Forum's (OBF) industry consensus approved guidelines, found in the Access Service Ordering Guidelines (ASOG) document. The ASOG may be obtained by contacting the Alliance for Telecommunications Industry Solutions (ATIS) at 1-800-387-2199 or: **https://www.atis.org/atis/docstore/index.asp**."

The ATIS Ordering and Billing Forum (OBF) provides a forum for customers and providers in the telecommunications industry to identify, discuss and resolve national issues which affect ordering, billing, provisioning and exchange of information about access services, other connectivity and related matters.

b. **From the EXACT User Manual:**

EXACT is a trademark of Telcordia Technologies, Inc.
The EXACT System provides mechanized order entry, control, and tracking support for service representatives in the Interexchange Customer Service Center (ICSC). EXACT, along with TUF (Translator to USOCs and FIDs), reduces the amount of personnel required in the ICSC and facilitates automated operations. Mechanized order entry, fewer missed dates, and shortened order processing intervals increase efficiency and improve provisioning of services.

EXACT provides a streamlined method for the ICSC to process requests for access service. Requests are submitted by the Interexchange Customer (IC) and are entered in the ASR Database in the following manner:
• The IC may submit order information on standard Access Service Requests (ASR) forms that are manually entered in the ASR Database by ICSC personnel.
• The IC may batch load access orders to tape. These requests are then added to the ASR Database in the batch mode by EC personnel.
• The IC may create batch files using a PC product, or their own systems, and submit these requests in batch mode or in Real-Time Mechanized Specification Input. *Real-Time is a client specific FAM protected enhancement for funding clients only.*
• The IC may use the UOM-ASR (Unified Ordering Model - Access Service Request) Real-time Interface. With this interface, the IC creates an XML-based order and submits it via Telcordia's ServiceGate product, which validates the schema and forwards the order to ARIS for real-time processing. *(This is a client specific FAM protected enhancement for funding clients only.*

- The IC may add and update access orders to the ASR Database using terminals with appropriate LTERM and user access security.
- The IC may invoke a GUI front-end

From the Carrier Coding Guide:

COMMON LANGUAGE ®(CL)

Function

Provide COMMON LANGUAGE® coding (ie., CLLI, CLFI, NC/NCI, General Codes, etc.) to OSP, COE, HICAP, Switching, Code Planners and other groups for network and circuit provisioning and new product development. Distributes codes to circuit provisioning systems (ie., TIRKS, PICS, etc.) and asset tracking systems (Accounting). Represents AT&T in national standards organization to secure new coding.

Goals and Objectives

Help establish National standards, advocating AT&T's Business positions and needs. Develop forums, opportunities, etc. to share the COMMON LANGUAGE® responsibilities and impacts to the corporation.

Work Structure and Scope

COMMON LANGUAGE® Code Sets apply National and International standards to the naming conventions utilized in the Telecommunications Industry. We interact with other Telecommunications Service Providers and the code sets are integral parts of most of AT&T's and other companies' Operating Systems.

c. Please refer to answer in b.

d. Intrado's offered ordering system does not comply with industry standards. Apparently, Intrado does not participate or subscribe to the ATIS Ordering and Billing Forum.

e. n/a.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: For purposes of the following request, please refer to the direct testimony of AT&T witness Neinast, page 51, lines 3-24.

a. Please explain how AT&T categorizes the 911 customer if the customer is not an end user.

b. Please identify when AT&T provided its proposed language to Intrado to resolve the parity issue in 911 Appendix Section 3.1.

c. Please identify the specific cite in the 911 Appendix Section 3.1 where AT&T's proposed language can be found.

RESPONSE: The language is the 911 Appendix Section 3.1 has been resolved between AT&T and Intrado as of 5/8/08, although the same basic issue has now arisen in the 911 Appendix Section 5.1.

a. The end user originates the call. The 911 customer is the provider of the emergency service to the end user.

b. AT&T offered through negotiations the language to resolve this issue on 2/27/2008.

c. In the 5/13/2008 version, section 3.1 has now been agreed to, as below:

3.1 AT&T-(STATE) shall provide and maintain such equipment at the **AT&T-(STATE)** E911 Selective Router and the DBMS as is necessary to provide CLEC E911 Emergency Services at parity with that of **AT&T-(STATE)** retail End Users. **AT&T-(STATE)** shall provide CLEC access to the **AT&T-(STATE)** 911 System as described in this section.

Section 5.1, which was previously agreed to, now has disputed language (yellow highlighted) AT&T's language is **bold underlined** and Intrado's language is ***bold italics***:

5.1 CLEC shall provide and maintain such equipment at the CLEC E911 Selective Router and the DBMS as is necessary to provide to AT&T-(STATE) E911 Emergency Services at parity with that of CLEC's customers End Users. CLEC shall provide AT&T-(STATE) access to CLEC's 911 System as described in this Section.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: For purposes of the following request, please refer to the direct testimony of AT&T witness Neinast, page 52, lines 4-11. Please describe how Intrado's definition of End User includes parties that are not customers that actually utilize 911 services.

RESPONSE: The language in Appendix 911 Section 3.1 is resolved.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: For purposes of the following request, please refer to the direct testimony of AT&T witness Pellerin, page 7, lines 1-5. Please describe how Intrado's proposed language regarding the parties' obligations imposes an unequal burden on AT&T.

RESPONSE: Intrado's proposed language, if adopted, would place an unequal burden on AT&T Florida by improperly shifting Intrado's costs to AT&T Florida, as discussed in Ms. Pellerin's direct testimony (pp. 8-9) and in the direct testimony of AT&T Florida witness, Mark Neinast. For example, Intrado's proposed language that would require AT&T Florida to establish a Point of Interconnection ("POI") on Intrado's network outside the Local Access Transport Area ("LATA"), in contravention of FCC rules. (*See* Exhibit MN-2, Appendix 911 NIM, Section 2.2.) Similarly, Intrado's language would require AT&T Florida to make extensive end office switch translations to segregate 911 traffic at the end office – requiring AT&T Florida to provide service to Intrado superior to that which AT&T Florida provides to itself. (*See* Exhibit MN-1, Appendix 911, Section 6.1.1.) If AT&T Florida is unable to make such modifications, Intrado's language would require AT&T Florida to compensate Intrado for any and all costs Intrado incurs. (*See* Exhibit MN-1, Appendix 911, Section 6.1.1.2.)

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of AT&T witness Pellerin, page 32, lines 1-6.

a. Please state whether AT&T's proposed language would require that rates for 911 database functions or trunking to be contained in AT&T's access tariff.

b. Why does AT&T believe that in certain situations rates for access to 911 services might be appropriate in an access tariff?

c. Does AT&T's proposed language appear in ICAs between AT&T and other carriers that provide 911 services in Florida?

d. If the response to Interrogatory 22(c) is affirmative, please identify the Florida agreements in which such language appears.

e. Why should certain types of rates appear in AT&T's access tariff, rather than in an ICA? Please explain.

RESPONSE:

a. AT&T Florida does not charge pursuant to its tariff for 911 database functions, and AT&T Florida's proposed language would not require AT&T Florida to add such rates to its access tariff. *See also* AT&T Florida's response to Interrogatory No. 24.

b. AT&T Florida is not obligated to provide unbundled network elements (e.g., dedicated transport on an unimpaired route) on Intrado's side of the parties' Point of Interconnection ("POI"). When Intrado elects to lease such facilities from AT&T Florida in order to route 911 calls, it should do so pursuant to AT&T Florida's access tariff; non-Section 251 services should not be included in a Section 251 ICA.

c. AT&T Florida does not have any ICAs with carriers providing 911 services in Florida. It does have agreements with adjacent ILECs for the provision of 911 service across their territory boundaries, as appropriate. Intrado is the first carrier to seek a Section 251 ICA for 911 services.

d. *See* part c.

e. *See* part b.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of AT&T witness Pellerin, page 32, lines 7-13. Please explain why AT&T's proposed language should be added to Appendix 911 Section 10.1

RESPONSE: As stated in AT&T Florida's response to Interrogatory No. 22, Intrado may elect to lease AT&T Florida's facilities on Intrado's side of the POI to provide for routing of 911 calls. Since these facilities could be purchased from AT&T Florida's access tariff, it is appropriate to include a reference to the tariff in Appendix 911, Section 10.1.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following requests, please refer to the direct testimony of AT&T witness Pellerin, page 32, lines 14-18. Please describe how and where trunking rates are normally addressed by AT&T and carriers interconnecting with AT&T, when such rates are not included in a Section 251 agreement.

RESPONSE: Ms. Pellerin's direct testimony on page 32, lines 14-18 is specific to trunking for 911. Her related direct testimony for Issues 1(c) and 1(d) stating that there are no charges for interconnection trunks was in error and will be corrected in her rebuttal testimony.

AT&T Florida's nonrecurring charges for interconnection trunks are set forth in the pricing schedule included with 9-state Attachment 3. There are no recurring or usage charges assessed.

When AT&T Florida interconnects with an adjacent independent local exchange company ("ICO") for the exchange of 911 calls, the parties do so based on a bill-and-keep arrangement – in other words, neither party charges the other for 911 trunks.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of AT&T witness Pellerin, page 33, lines 1-9. Is the language that AT&T has proposed to Intrado consistent with the language included in ICAs with other carriers in Florida that have sought interconnection with AT&T and have requested services not required pursuant to Section 251(c)? If not, please explain why disparate treatment is appropriate.

RESPONSE: Yes.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of AT&T witness Pellerin, page 34, lines 10 through page 35, lines 1-6. Does AT&T's consider the proposed language in Appendix Out-of-Exchange Traffic (OET) Section 1.1 unnecessary because the definition cannot be construed to include 911 traffic? Please explain.

RESPONSE: Yes. The definition of out-of-exchange traffic specifically includes Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, intraLATA traffic and/or interLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC interLATA boundary waiver. It does not include 911 traffic. It also does not include directory assistance traffic or operator services traffic. It is neither necessary nor appropriate to include in a definition all the various things *excluded* from the definition. In this case, such an approach could lead to confusion as to the status of traffic neither included nor expressly excluded from the definition.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following requests, please refer to the direct testimony of AT&T witness Pellerin, page 55, lines 10 - 20.

a. Please define "capitalization" as referenced in the ICA.

b. Please explain what is meant by "when their use are consistent with the defined term."

c. What methodology has AT&T used in ICAs with other carriers in Florida to determine which terms should be capitalized ?

d. Please identify all Florida agreements that used the methodology indicated in response to 27(c) that differ from the approach AT&T proposes in this proceeding.

RESPONSE:

a. In the context of the ICA, terms should be capitalized when the term is used in a manner in harmony with the definition of the term. When a term is capitalized in the ICA, it means what the definition says it means.

b. A term may have different meanings in an ICA depending on whether it is capitalized or not. For example, in the 13-state template the parties have a term "End Users" that is defined in the GTCs. When End Users is utilized anywhere in the ICA, it means exactly what the definition says it means. When "end users," which is not a defined term, is used, it is interpreted to mean the standard English definition of the term as it is commonly used in the context of telecommunications service.

For instance, suppose the term End Users was defined to mean the local dial tone subscribers of both parties to an ICA. When End Users appears in the ICA, it is interpreted to mean only the local dial tone subscribers of the two parties. It does not mean the local dial tone subscribers of a third party carrier. In the case of a third party carrier, the proper term would be the lowercase "end users."

c. During negotiations, AT&T Florida and the requesting carrier consider the terms and conditions each deem appropriate for the ICA. In some cases, definitions are added, deleted or changed. The parties review how a defined term is used in other terms and conditions in the ICA and capitalize the term when it is used to mean what the definition says it means. If it used more generally than the definition, it is lowercase. There is no formal process to determine which words to capitalize – it is simply done in the normal course of negotiations. Occasionally, whether a particular term is included in the definitions or not is an issue for arbitration. When this happens, the parties will handle related capitalization when conforming the ICA to the arbitration order.

d. There are none. AT&T Florida uses the basic methodology described in part c with all carriers that negotiate for an ICA. This simple process was not done with Intrado because, for all intents and purposes, Intrado did not negotiate with AT&T Florida prior to filing for arbitration.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: By way of clarification, have issues relating to the appropriate terms and conditions regarding billing and invoicing audits been resolved by the parties?

RESPONSE: Issue 20 addresses terms and conditions regarding billing and invoicing audits. The disagreement remaining between the parties regarding resolution of Issue 20 is directly related to the Commission's future resolution of Issue 2 (ICA template). The language previously in dispute for Issue 20 was based on the 13-state template – language that simply does not exist if the 9-state template is used. The 13-state language was resolved between the parties in the context of negotiations in Ohio (which is properly based on the 13-state template). Intrado has indicated its unwillingness to close Issue 20 because it simply wants all the 13-state language, whether disputed or not. There is nothing for the Commission to decide regarding the language formerly in dispute for Issue 20.

In the event the Commission concludes that the 9-state template is the proper foundation for the parties' ICA in Florida, it would be inappropriate to import the 13-state language from Issue 20 into a 9-state agreement – just as it would be improper to require other 13-state language be included in an ICA that is based on the 9-state template. But that is exactly what Intrado seeks – to take 13-state language and re-label it as 9-state.

A decision by the Commission that the parties utilize the 13-state template in Florida would require additional analysis and would give rise to numerous additional issues that are as yet unidentified.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: By way of clarification, have Issue Nos. 25(b), 25(c), and 25(d) been resolved by the parties?

RESPONSE: The disagreement remaining between the parties regarding resolution of Issues 25(b), 25(c), and 25(d) is directly related to the Commission's future resolution of Issue 2 (ICA template). The language previously in dispute for these issues was based on the 13-state template – language that simply does not exist if the 9-state template is used. The 13-state language was resolved between the parties in the context of negotiations in Ohio (which is properly based on the 13-state template). Intrado has indicated its unwillingness to close Issues 25(b), 25(c),and 25(d) because it simply wants all the 13-state language, whether disputed or not. There is nothing for the Commission to decide regarding the language formerly in dispute for Issues 25(b), 25(c) and 25(d).

In the event the Commission concludes that the 9-state template is the proper foundation for the parties' ICA in Florida, it would be inappropriate to import the 13 state language from Issues 25(b), 25(c) and 25(d) into a 9-state agreement – just as it would be improper to require other 13-state language be included in an ICA that is based on the 9-state template. But that is exactly what Intrado seeks – to take 13-state language and re-label it as 9-state.

A decision by the Commission that the parties utilize the 13-state template in Florida would require additional analysis and would give rise to numerous additional issues that are as yet unidentified

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of AT&T witness Pellerin, page 67, lines 10-11.

a. By way of clarification, will late payment charges only be applied if payments of properly disputed charges are not remitted to the escrow account by 30 calendar days of the invoice date?

b. If the response to Interrogatory 30(a) is negative, how will late payment charges apply?

c. Hypothetically, assume Intrado failed to pay a disputed invoice amount of $1000.00 within the allotted 30 day time frame. After 60 days, Intrado remits $1000.00 to a mutually determined, interest-bearing bank account returning 5% annually. After six months, the principal is deemed 100% owed to AT&T. Please provide detail of the late payment charges and interest that would be assessed to Intrado under this scenario.

RESPONSE:

a. Yes, assuming that the Commission requires AT&T Florida to use the 13-state template (Issue 2). There is no escrow language in the 9-state template.

b. *See* part a.

c. Intrado would owe late payment charges ("LPC") for the 30 days beyond the due date that its payment was late. Assuming 1.5% per month simple interest, Intrado would owe $15 in LPC for each month it did not pay . Once Intrado paid the $1000 into the escrow bearing account, the LPC would no longer be imposed on the $1000 balance. However, Intrado would still owe (but would not have paid) the $15 LPC. These charges are due regardless of the outcome of the dispute and will incur $0.225 per month in additional LPC until paid.

After six months, when the dispute is resolved, Intrado would owe AT&T Florida the following:

Original invoice		$1000.00
LPC on original 30 days past due	$15 + 6($0.225)	$ 16.35
Interest from escrow account (assuming 5% simple interest)	$1000 x 2.5%	$ 25.00
Total due after six months		$1041.35

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of Intrado Witness Spence-Lenss, page 18, lines 7-8, ". . . disputed amounts in escrow continue to be subject to late payment charges."

a. Under what circumstances would late payment charges apply?

b. What are the rates, terms, and conditions applicable to past due balances?

RESPONSE:

a. Ms. Spence-Lenss' direct testimony refers to language in dispute in the 13-state template. There is no escrow language in the 9-state template, so this dispute does not exist if the 9 state template is used.

Late payment charges apply when payment is not made by the due date. If the charges are undisputed, payment must be made to AT&T Florida. If Intrado disputes the charges, payment must still be made by the due date, but such payment is made into an interest bearing escrow account rather than to AT&T Florida.

b. *See* part a. above. *See also* AT&T Florida's response to Interrogatory No. 30.

RESPONSE PROVIDED BY: P.H. Pellerin

INTERROGATORIES

REQUEST: Please refer to page 34, line 13-15 of AT&T witness Neinast's direct testimony for the following questions.

a. Is Appendix 911 attached to this testimony as Exhibit MN-1?

b. Is Appendix 911 NIM attached to this testimony as Exhibit MN-2?

c. What is Appendix NIM and where is it located in this testimony?

RESPONSE: a. Yes.

b. Yes

c. Appendix Network Interconnection Methods (NIM) is part of the 13 State generic agreement that Intrado seeks to utilize in Florida, as reflected by Issue 2. I did not attach it to my testimony, because AT&T does not support its use in Florida. AT&T has addressed the disputed language in Appendix NIM §§ 2.2 and 2.3 based on the manner of inclusion/exclusion described by Ms. Pellerin in her direct testimony at pages 26-27. AT&T seeks a ruling on the substance of the dispute rather than the exact Appendix NIM language, since a decision in Issue 2 to utilize the 9-state template would result in use of Attachment 3 (9-state) rather than NIM (13-state)

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 36, lines 15-18 of AT&T witness Neinast's direct testimony for the following question. Why "must" Intrado's POI be on the AT&T network and not at the exchange area boundary? Please explain your answer and provide citations to pertinent rules and orders.

RESPONSE: Since Intrado is a CLEC and not an ILEC, there is no exchange area boundary that is shared between AT&T Florida and Intrado, as there is with an adjacent ILEC such as Verizon or Embarq. Intrado must follow the rules of Section 251 just like all other CLECs that are competing for service within an ILEC's exchange area. Section 251(c)(2) states:

> (2) INTERCONNECTION.--The duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network--
>
> (A) for the transmission and routing of telephone exchange service and exchange access;
> (B) at any technically feasible point **within the carrier's network**;
> (C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and
> (D) on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, in accordance with the terms and conditions of the agreement and the requirements of this section and section 252

Section 251(c)(2)(B) clearly says that the requesting carrier (CLEC) must interconnect within the carrier's (ILEC) network, which is not what Intrado is asking to do. Intrado is requesting to be treated as an ILEC when they are not an ILEC. There is no exchange area boundary.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 36, lines 20-21 of AT&T witness Neinast's direct testimony for the following question. Is the selective router on the AT&T network or at the exchange area boundary? Please explain your answer.

RESPONSE: The selective router is located within an AT&T central office building and is on the AT&T network. A typical central office serves an exchange area and is also referred to as a wire center, since the central office building is normally in the center of all local exchange cables that branch out from the central office to serve end user customers. Some exchanges in larger metropolitan cities also have multiple wire centers. In these cases, there are wire centers that do not reach to the edge of the exchange area.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 37, lines 6-7 of AT&T witness Neinast's direct testimony for the following question. What are the required cross-connect changes and how much does AT&T propose to charge for them?

RESPONSE: Intrado, AT&T Florida and third-party carriers typically have existing facilities to an AT&T Selective Router location. However, such existing facilities are connected to the AT&T Florida Selective Router. In the event Intrado begins serving a given PSAP, cross-connect changes would be required to connect AT&T Florida and third-party facilities to Intrado's facilities, instead of terminating those facilities to the AT&T Florida Selective Router.

There usually is a charge for making cross-connect changes, but each carrier's request for cross-connections would have to be reviewed on a case-by-case basis depending on how the facilities were ordered, e.g. via their interconnection agreement or from the access tariff. The terms could vary from agreement to agreement.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 38, lines 9-11 of AT&T witness Neinast's direct testimony for the following questions.

a. Where would the other POIs (i.e., the non-Selective Router POIs) be located?

b. Would these other POIs handle only 911 calls?

c. If one of the other POIs receives a 911 call would the call need to be sent to the selective router before it can be delivered to the PSAP? Please explain.

d. How many selective routers does AT&T have in Florida and where are they located?

e. How many POIs would AT&T expect to have with Intrado for 911 service?

RESPONSE: a. Intrado could work cooperatively with AT&T to select the best location for multiple POIs. Most of the times there are offices designated as "hubbing" offices that have facility access to most other offices, similar to a major intersection for a highway.

b. The POIs can handle any type of traffic, however, there will need to be trunk groups established for various traffic types, e.g., trunks for local/intraLATA toll traffic separate from trunks for 911 traffic. Intrado's discussions with AT&T have focused on trunks that will only handle 911 traffic.

c. I read this question as two-fold, first how the POI may relate to the trunk groups that have been established and second, whether a 911 call must route through a selective router before being delivered to the PSAP. A subset of the second part, may be whether a 911 call

should route through AT&T's selective router prior to being delivered to Intrado's selective router before being delivered to the PSAP. I will address these items below:

First, The POI is only where the two companies' facilities come together. The facility is the physical cable as described in my exhibit MN-3 discussion of facilities and trunks. Intrado may choose to split its trunk groups between the two POIs, using one POI for part of a trunk group and the other POI for the rest. For instance, a trunk group with 24 trunks may have 12 trunks going to each POI, so that if there was an outage at one POI, they would still be able to route 911 traffic via the other POI. This is a very typical example of diverse facility routing.

Second, Regardless of the POI used, a call must always route to a selective router to determine, based on the originating caller's ANI, which PSAP to deliver the call to. The key difference between the original 911 network, where there was no Automatic Location Identification (ALI), and the (Enhanced) E911 network is the database correlation between the ANI and the Master Street Address Guide (MSAG) to create the ALI that is presented to the 911 call taker's screen. Therefore, all E911 calls must go to a selective router.

The subset issue to my second point is one of the key issues in this arbitration for Intrado, Class Marking and their newest term – Line Attribute Routing. As I have stated in my testimony, this is an important issue to AT&T Florida, as it would entail massive changes to AT&T Florida's network and operational support systems that provide local exchange services.

When a 911 call is originated from an AT&T Florida End Office that overlaps (or is split between) AT&T's PSAP coverage area and Intrado's PSAP coverage area, AT&T Florida will need to determine which PSAP to deliver the call to. This can be easily done using the existing ALI database correlation, which is what AT&T proposes.

Class Marking does not exist in AT&T's network at this time and if ordered to by the Commission, will take a massive amount of translations software changes and time, before it can be used. To activate Class Marking on a customer's line, it will require a manual work step for each Service Representative taking customer orders to make the correct determination of which PSAP should be used when issuing each service order, on a customer-by-customer basis. This will be necessary for the entire embedded base of AT&T Florida's customers, as well as any new customer in the future. Also as I stated in my testimony, NENA has recognized that this method is fraught with errors, with a high probability for misrouted 911 calls. I see this as attempt by Intrado at cost-shifting to avoid Intrado's PSAP incurring a selective router charge, even at the expense of creating misrouted calls for life and death situations. The database correlation that the AT&T selective router provides is a tried and true method that is the industry standard.. It is ironic that Intrado's niche market to date has been 911 database correlations and now they are against it due to profit reasons, when it makes the most sense from a network reliability standpoint.

d. AT&T Florida has 10 selective routers in Florida located in Dayton Beach, Fort Lauderdale, Gainesville, Jacksonville, Miami, Orlando, Panama City, Pensacola and 2 in West Palm Beach.

e. There are 10 LATAs in Florida and Intrado needs to establish at least 1 POI in each LATA that it wishes to do business in. Thus, if Intrado wished to offer service in 8 of those LATAs, it would need to establish a minimum of 8 POIs. It makes sense that the parties would use the same POIs, regardless of which carrier is providing emergency service to the county.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 38, lines 11-14 of AT&T witness Neinast's direct testimony for the following questions.

a. Where in Intrado's proposed language is Intrado permitted to "establish a POI at a convenient location for Intrado and expect not only AT&T, but all carriers to move their facilities to the Intrado POI . . . ?"

b. With AT&T recommending multiple POIs (lines 9-10), would all carriers be required to move their facilities to any and all POIs, including Intrado's? Please explain.

RESPONSE: a. In the 911 NIM Appendix Section 2.2, it states "***This POI may be the AT&T Selective Router or any other point on the AT&T-(STATE) network where AT&T-(STATE) is the Designated E911 Service Provider and, CLEC may seek to establish more than one POI for the redundancy of the E911 Interconnection. Where CTESC is the Designated E911 Service Provider the POI shall be on the CLEC network and serve as a demarcation point between the facilities that each Party is responsible to provide.***" The language "any other point" indicates that it would be a point that is convenient for Intrado.

The main reason that AT&T Florida wants one of Intrado's POIs to be at the selective router location is also part of the answer to this question. Every carrier that provides service for an area covered by each selective router will have diverse facilities installed to interconnect with that selective router. If Intrado begins to offer 911 service in the same geographic area, then any carrier that is currently interconnected to AT&T Florida's selective router will need to interconnect with Intrado's selective router. Since each of these carriers currently has diverse facilities, it would be efficient and economical to maintain the existing POI at the AT&T Florida selective router location. It is also possible that some of the PSAPs in an area may use AT&T Florida and others may use Intrado, therefore certain carriers may have a need to interconnect to both Intrado and AT&T Florida.

b. If Intrado requires 2 POIs to have diversity, then each carrier that interconnects with Intrado's selective router would also be required to interconnect at each of those POIs. Otherwise, Intrado would still only have the one POI where any carrier was interconnected and there would be no diversity of facilities. There are efforts of carriers to aggregate this traffic, which means that carriers are providing wholesale services to other carriers and there may be a tendency to increase economies of scale at the cost of overall diversity. *See also* part a.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 38, lines 20-22 of AT&T witness Neinast's direct testimony for the following question. Please identify and describe the "more stringent guidelines for network diversity and reliability."

RESPONSE: Much of the circuitry of the PSTN utilizes redundancy at various levels. For example, each digital switch deployed by AT&T Florida uses dual synchronous processors, one in an active mode and the other in a standby mode. In the event the active processor fails, the standby processor automatically switches to the active mode with no interruption to customer service. This redundancy is carried throughout most of the design of each switch.

Most facility paths between central offices are not redundant, as it is very costly to have a duplicative network. There are two exceptions – where 911 trunks and SS7 link facilities are involved. AT&T Florida's engineering standards require as much diversity as possible, using either a logically diverse path that may utilize the same facility, but different electronic circuitry or a physically diverse path if one is available. Routine audits help to maintain this diversity on an ongoing basis.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 40, lines 2-4 of AT&T witness Neinast's direct testimony for the following questions.

a. Please identify the source for the "requirement that they must establish their POI at an AT&T Florida End Office or Tandem building for PSTN traffic."

b. How does Intrado's language "ignore[s] the requirement that they must establish their POI at an AT&T Florida End Office or Tandem building for PSTN traffic?" Please explain your answer.

c. Why is the requirement that Intrado "must" establish its POI at an AT&T End Office or Tandem building for PSTN traffic relevant to 911 traffic? Please explain.

d. Are AT&T's selective routers in Florida located in End Offices or Tandem buildings for PSTN traffic? If not, please explain where the selective routers are located.

RESPONSE: a. The Telecommunications Act of 1996 Section 251(c)(2) states that an ILEC has a "duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network" and Section 251(c)(2)(B) "at any technically feasible point within the carrier's network".

AT&T Florida believes that the best place for the POI is at an End Office or Tandem building. This is based on certain facts that the central office buildings are designed specifically to house telecommunications equipment and facilities, as opposed to a mid-span meet point outside of AT&T Florida's network. AT&T Florida's central office buildings have cable vaults, cross-connect panels, back-up power and network monitoring capabilities that are critical for telecommunications traffic and especially critical for the 911 traffic Intrado has proposed to carry.

Intrado has proposed a mid span meet point at a location that is clearly not on AT&T Florida's network and does not comply with the Act. If Intrado were to propose a POI at a technically feasible point within AT&T Florida's network, that would have to be evaluated to determine if there are any problems associated with the proposal. There is, however, no reason to use a different POI for PSTN traffic from the 911 traffic.

b. Intrado's language in Appendix NIM Section 3.3.1.1 and in Appendix 911 NIM Sections 2.2 and 4.1.1 would require AT&T Florida to interconnect on Intrado's network, which is inconsistent with the Act since it's not within AT&T Florida's network. AT&T Florida's proposed language complies with the Act and is the best location for a POI, at the AT&T Florida End Office or Tandem building.

c. The language in Appendix NIM is not relevant to 911 traffic, however, Intrado has raised issues in this arbitration regarding non-911 traffic. AT&T has addressed the disputed language in Appendix NIM based on the manner of inclusion/exclusion described by Ms. Pellerin in her direct testimony at pages 26-27. AT&T seeks a ruling on the substance of the dispute rather than the exact NIM language, since a decision in Issue 2 to utilize the 9-state template would result in use of Attachment 3 (9-state) rather than Appendix NIM (13-state).

d. AT&T Florida's selective routers are functionally part of an End Office. These selective router End Offices are located in a combination of End Office buildings (4) and Tandem buildings (6). At a very high level, the difference between the End Office and Tandem switches are a combination of the hardware and software of each switch that establishes the functionality of the individual switch.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 40, lines 17-21 of AT&T witness Neinast's direct testimony for the following question. Please explain why Intrado's proposed language for a mid-span meet point "does not comport with federal law." Please provide citations to pertinent rules and orders.

RESPONSE: Federal law requires Intrado to establish a point of interconnection on AT&T Florida's network. Intrado wants AT&T Florida to establish an interconnection point on Intrado's network (e.g., Colorado). A mid-span meet point would be somewhere between Florida and Colorado (for example), which is outside any Florida LATA and definitely not on AT&T Florida's network, and therefore is inconsistent with the TRRO rule that the interconnection point reside within the ILECs network.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 41, lines 7-9 of AT&T witness Neinast's direct testimony for the following question. Please explain with specificity how Intrado is "shifting its costs to AT&T" and "attempting to limit AT&T's ability to be compensated."

RESPONSE: There are 2 components at play here. First, Intrado wants AT&T Florida to build out facilities to Intrado's network, rather than for Intrado to interconnect on AT&T Florida's network. Secondly, for PSTN traffic, reciprocal compensation is the appropriate compensation scheme to be used between Intrado and AT&T Florida for switching and transport. Under the FCC rule 47CFR51.701(e): "Reciprocal compensation. For purposes of this subpart, a reciprocal compensation arrangement between two carriers is one in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of telecommunications traffic that originates on the network facilities of the other carrier."

Intrado's language in Appendix NIM Section 3.3.1.1 states: "***Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a Fiber Meet Point, each Party will be financially responsible for the facilities on its side of the Fiber Meet Point and will not bill the other Party for any portion of those facilities.***" With this language of not "billing the other Party", Intrado is clearly attempting to disallow AT&T Florida from being compensated for its cost of facility transport.

AT&T Florida is entitled to be compensated for transport and termination of PSTN traffic and Intrado's proposed language would deny AT&T Florida from billing the other party for any portion of these facilities. There is a problem in the language that needs to be resolved. Again, this is normal PSTN local exchange and access traffic, not 911 traffic.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 41, lines 10-15 of AT&T witness Neinast's direct testimony for the following question. Where does Intrado's language state that AT&T is responsible for 50% of Intrado's facility costs and that AT&T will not bill Intrado for any portion of "those facilities?"

RESPONSE: See Appendix NIM Section 3.3.1.1, as quoted in AT&T Florida's response to Interrogatory No. 39(b) above.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 47, line 26, through page 48, line 4 of AT&T witness Neinast's direct testimony for the following question. Please explain why it would not be possible to establish any new interconnection arrangements for Intrado if AT&T's language in 911 NIM Section 5.1 is excluded from the interconnection agreement.

RESPONSE: What I was trying to explain in testimony was that there are two main changes to interconnection arrangements, along with many minor changes. A minor change may be adding a new trunk group where there are existing POIs and facilities in place. A major change would be to establish a new POI or facilities in a LATA where there is none. This is the aspect of business that AT&T Florida's 911 NIM Section 5.1 addresses. Without this section, there would be no definitive rule to follow and each incident would require manual intervention and interpretation. AT&T Florida has established forms that provide all necessary information to allow for accurate establishment of POIs, trunks and the routing of traffic. A new interconnection arrangement for a LATA requires the parties to meet and exchange data relating to the POI location, the amount of traffic forecasted to be exchanged, and the type of trunk groups to be established, as well as many other considerations. Intrado opposes any meeting between the parties' engineers to exchange and agree upon this type of information which would make effectuating an interconnection arrangement difficult, if not impossible. There is no reason to re-invent the wheel or use some haphazard method that may lead to disputes.

AT&T Florida's language in 911 NIM Section 5.1 appropriately addresses adding facilities, while Intrado suggests that this section be intentionally omitted.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 48, lines 18-19 of AT&T witness Neinast's direct testimony for the following questions.

a. Why is AT&T's language in 911 NIM Section 5.3 necessary for switches? Please explain.

b. Is AT&T's language in 911 NIM Section 5.3 necessary for any facilities other than switches? Please explain.

RESPONSE: a. 911 NIM Section 5.3 only addresses the addition and/or removal of switches. It appears that Intrado is attempting to interpret 911 NIM Section 5.3 to address the addition of facilities or POIs. AT&T Florida's 911 NIM Section 5.1 language is intended for adding facilities, while Section 5.3 is intended for switches.

This is a very critical ongoing aspect of business, since switches are generally very expensive. These fall into a long range planning project that may take more than a year to cost justify, order, install, and perform the cutover activities associated with the new switch. Intrado suggests 30 days' notice, which is just not reasonable for accomplishing such an extensive undertaking. Intrado's language has the potential to create many short interval projects that could end in a major 911 outage. AT&T Florida typically provides 180 days to the industry when adding or removing switches, so AT&T Florida's proposed 120 day interval for Intrado is very reasonable.

b. No. 911 NIM Section 5.1 is necessary for the interconnection facilities and POI establishment, which is generally a shorter interval than installing and removing switches. Since a switch may have trunk groups to multiple carriers and an interconnection facility is just between 2 carriers, there is a significant difference in the time interval for notification in each situation.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 50, lines 16-18 of AT&T witness Neinast's direct testimony for the following question. Please identify Intrado's proposed language that would "cut the PSAP out of the process and require database entries to be made regardless of whether both PSAPs agreed to receive these calls or not."

RESPONSE: In Appendix 911 Section 1.4, Intrado's proposed language is "If a 911/E911 Customer requests either Party to establish a PSAP to PSAP transfer arrangement, the Parties will ***discuss and establish operational procedures*** consistent with the 911/E911 Customer 's request for such an arrangement", which would only include AT&T and Intrado, who are the two parties to this agreement. It appears to me that with this language the PSAPs that are not party to this agreement are in fact cut out of the process.

AT&T Florida's proposed language is "If a 911/E911 Customer requests either Party to establish a PSAP to PSAP transfer arrangement, the Parties will **negotiate such a separate agreement** consistent with the 911/E911 Customer 's request for such an arrangement. **The 911/E911 Customer will be a party to this separate agreement.** This language appropriately includes the PSAP 911/E911 Customers in the negotiation process and as parties to the agreement. There are cases where PSAPs may not want to receive other PSAPs' 911 traffic for one reason or another, and none of these PSAPs are a party to this interconnection agreement. This separate agreement would include any database entries, as well as call routing aspects.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 4, section 2.16 of Exhibit MN-1, attached to witness Neinast's direct testimony for the following question. Why does AT&T disagree with Intrado's proposed language "facilities on its side"? Please explain your answer.

RESPONSE: This language not only does not provide value and creates vagueness, it also does not make sense. Please read the phrase: "serves as a demarcation point between the facilities to which each Party is responsible to provide facilities on its side" versus "serves as a demarcation point between the facilities to which each Party is responsible to provide". As with much of Intrado's proposed language, there is a component of cost-shifting to AT&T Florida.

Since my testimony was filed, Intrado now proposes to omit entirely the definition of POI in Appendix 911. This would result in the application to 911 service of the more general definition of POI – which does not require Intrado to establish its POI(s) for 911 service at AT&T Florida's selective router location(s). *See also* AT&T Florida's response to Interrogatory No. 37(a).

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 10, section 6.3.5 of Exhibit MN-1, attached to witness Neinast's direct testimony for the following questions.

a. What is the significance of AT&T's proposed "on" versus Intrado's proposed "from" on the second line, in the sentence, "AT&T is responsible for the isolation, coordination and restoration of all 911 facility and trunk maintenance problems [on or from] . . . "?

b. What is the significance of AT&T's proposed "side of the POI" versus Intrado's "End Offices to the CLEC POI(s)" on the second and third lines?

RESPONSE: This issue has been resolved.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 4, section 3.3.2 of Exhibit MN-2, attached to witness Neinast's direct testimony for the following question. What is the significance of AT&T's proposed language "end office and inter Selective Router" in the second and third lines of the section? Please explain your answer.

RESPONSE: This issue has been resolved.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 5, section 4.1.1 of Exhibit MN-2, attached to witness Neinast's direct testimony for the following question. Why does AT&T disagree with Intrado's proposed language in section 4.1.1? Please explain your answer.

RESPONSE: Intrado is requesting interconnection with AT&T Florida to compete within AT&T Florida's local exchanges in the state of Florida. Intrado is required by the Telecommunications Act of 1996 to establish a POI on AT&T Florida's network. The language that Intrado is proposing would require AT&T Florida to interconnect on Intrado's network and establish a collocation arrangement on Intrado's network (e.g., Colorado), which is outside of AT&T Florida's network.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to page 5, section 4.2.1 of Exhibit MN-2, attached to witness Neinast's direct testimony for the following question. Why does AT&T disagree with Intrado's proposed language in section 4.2.1? Please explain your answer.

RESPONSE: This language creates an obligation to interconnect on Intrado's network beyond what is required of AT&T Florida by the Act. The PSAPs serving Florida end user customers are in Florida, not Colorado or elsewhere.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's direct testimony concerning Issue 30, pages 55-57.

a. Does Telcordia define the term PSTN? If so, provide this definition and explain whether this definition is appropriate for the purposes of resolving Issue 30. If not, provide AT&T's definition for this term that supports its position in Issue 30.

b. Does Telcordia define the term Central Office Switch? If so, provide this definition and explain whether this definition is appropriate for the purposes of resolving Issue 30. If not, provide AT&T's definition for this term that supports its position in Issue 30.

c. Does Telcordia define the term Tandem Office Switch? If so, provide this definition and explain whether this definition is appropriate for the purposes of resolving Issue 30. If not, provide AT&T's definition for this term that supports its position in Issue 30.

d. Does Telcordia define the term Selective Router? If so, please provide this definition and explain whether this definition is appropriate for the purposes of resolving Issue 30. If not, provide AT&T's definition for this term that supports its position in Issue 30.

RESPONSE: This issue has been resolved.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: For the following questions, please refer to the specific portion of AT&T witness Pellerin's direct testimony identified at the beginning of each question.

a. Page 4, lines 20-21 and page 5, line 1. Please identify all applicable statutes, rules, orders or other pertinent materials, including specific page(s) and/or paragraph(s) numbers where applicable, that support your assertion that Intrado must provide telephone exchange service and/or exchange access to qualify for a Section 251 agreement. Please define telephone exchange service and exchange access services.

b. Page 16, lines 1-12. Has AT&T ever included terms, conditions, or pricing for one-way arrangements in its interconnection agreements?

RESPONSE:

a. Section 251(c) is the section of the Act that sets forth AT&T Florida's obligations with respect to requesting carriers. This includes (in part) the following duties: (1) negotiate an interconnection agreement, (2) interconnection, (3) unbundled access to network elements, and (4) resale. Section 251(c)(2) states:

> INTERCONNECTION.--The duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network –
>
> (A) for the transmission and routing of telephone exchange service and exchange access;

The Act defines Telephone Exchange Service as follows:

> The term "telephone exchange service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the

> same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

The Act defines Telecommunications Service as follows:

> The term "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used

The Act defines Telecommunications as follows:

> The term "telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received

The Act defines Exchange Access as follows:

> The term "'exchange access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

b. AT&T has not included in ICAs terms and conditions for Section 251(c)(2) interconnection with the capability for delivery of traffic over the public switched telephone network between the parties only in one

direction – AT&T's ICAs have the capability for exchange of such traffic in both directions, i.e., CLEC to AT&T and AT&T to CLEC. AT&T's interconnection agreements do provide for one-way interconnection for 911 service, as discussed in Ms. Pellerin's direct testimony (*see* pp. 14-15) regarding Scenario 1 (CLEC end user to AT&T E911 customer). AT&T does not concede that such traffic is subject to Section 251(c)(2), but includes such provisions in its ICAs for convenience.

RESPONSE PROVIDED BY: P. H. Pellerin

REQUEST: On page 75, lines 1-5 of her direct testimony, AT&T witness Pellerin's appears to state that the definition of the term "End User" can vary based on the context of the service being offered. Please explain why AT&T is proposing a single definition for "End User," as opposed to a distinct definition for:

a. an "end user" of 911 service?

b. an "end user" of basic local exchange service?

RESPONSE: This issue is resolved.

RESPONSE PROVIDED BY: P. H. Pellerin

INTERROGATORIES

REQUEST: Please refer to page 18 of AT&T witness Pellerin's rebuttal testimony, lines 8-12. Please identify the specific FCC order and paragraph therein where "the FCC reaffirmed that Section 251(b)(5) reciprocal compensation only applies to traffic that originates and terminates in the same local exchange."

RESPONSE: The FCC's ISP Remand Order reaffirmed that exchange access is not subject to Section 251(b)(5). At paragraph 34, the FCC states:

> We conclude that a reasonable reading of the statute is that Congress intended to exclude the traffic listed in subsection (g) from the reciprocal compensation requirements of subsection (b)(5). Thus, the statute does not mandate reciprocal compensation for "exchange access, information access, and exchange services for such access" provided to IXCs and information service providers. (footnote omitted)

The Act defines Exchange Access as follows:

> The term "'exchange access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

The Act defines Telephone Toll Service as follows:

> The term "telephone toll service" means telephone service *between stations in different exchange areas* for which there is made a separate charge not included in contracts with subscribers for exchange service. (emphasis added)

The FCC interpreted Section 251(g) "as a carve-out provision" and focused its inquiry on "the universe of traffic that falls within subsection (g) and *not* the universe of traffic that falls within subsection (b)(5)." (ISP Remand Order at ¶ 34, emphasis in original)

Ms. Clugy cites to FCC rule 51.703 in support of her assertion that the FCC does not require originating and terminating subscribers to be in the same (or extended) local calling areas for traffic to be subject to Section 251(b)(5). However, Ms. Clugy neglects to consider rule 51.701(b)(1), which specifically excludes interexchange services from reciprocal compensation.

Thus, traffic that originates in one exchange area and terminates within the same exchange area (i.e., not exchange access) is subject to Section 251(b)(5).

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Intrado witness Hicks testifies on page 2 of his rebuttal testimony, lines 22-23, and page 3, lines 1-2, that it is immaterial if Intrado is providing local dial tone services in its E911 tariff offering. The witness asserts that because it is authorized to provide local services, any terms and conditions of a 251 interconnection agreement should reflect that ability. Does AT&T agree with witness Hicks? Please explain why or why not.

RESPONSE: AT&T does not agree with the way Mr. Hicks characterizes Intrado's services. Mr. Hicks implies that because Intrado is authorized to provide local exchange service, interconnection for access to its 911 service should automatically be included in a Section 251(c) interconnection agreement. AT&T disagrees that Intrado's 911 service is either "telephone exchange service" or "exchange access" service. In her direct testimony (p. 11), Ms. Pellerin pointed out that Intrado's tariff for IEN service specifically states that it does *not* include the offering of "local exchange service" – from which one can infer that the service Intrado offers pursuant to that tariff (i.e., IEN) is not local exchange service.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Intrado witness Hicks testifies on page 3 of his rebuttal testimony, lines 6-9, that Scenario 2 "merely reflects the reciprocal side of a mutual exchange of E911 traffic when Intrado Comm has been designated as the E911 Service Provider and therefore is appropriately addressed in the context of a 251 agreement." Does AT&T agree with witness Hicks? Please explain why or why not.

RESPONSE: AT&T disagrees with Mr. Hicks' statement that AT&T agrees that Scenario 1 (i.e., AT&T is the 911 provider receiving 911 calls from Intrado) is "appropriate for a 251 interconnection agreement," implying that AT&T agrees it is *obligated* by Section 251(c) to include Scenario 1. AT&T does not agree that it is obligated to include Scenario 1. Rather, Ms. Pellerin stated in her direct testimony (pp. 14-15) that the Commission need not consider whether or not AT&T is obligated to included Scenario 1 – AT&T includes Scenario 1 in its ICAs for convenience. The overwhelming majority of an ICA's terms and conditions are associated with a CLEC's provision of local exchange service and are unrelated to 911 service. That is not the case with Intrado, which has a business plan (and tariff) that is limited to the provision of emergency services.

AT&T agrees that Scenario 2 is the reciprocal of Scenario 1 but does not agree that either Scenario 1 or Scenario 2 is subject to Section 251(c) interconnection.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Intrado witness Hicks testifies on page 3 of his rebuttal testimony, lines 10-19, that Scenario 3 should be addressed in a 251 agreement because it "goes to the heart of making competing E911 networks interoperable for the benefit of consumers." Does AT&T agree with witness Hicks? Please explain why or why not.

RESPONSE: No. Scenario 3 is the PSAP-PSAP transfer functionality, which is not used by the majority of PSAPs and would therefore not be at the heart of E911 network interoperability. AT&T Florida is willing to meet with Intrado and the PSAPs that want to utilize this functionality, but AT&T Florida does not believe it is part of an agreement that is necessary for interconnecting Local Exchange Carriers. PSAP-PSAP transfer is an arrangement between Intrado's PSAP customer and AT&T Florida's PSAP customer. Terms for retail customers that are not party to the interconnection agreement should not be included in the interconnection agreement. The necessary trunk group and routing of traffic language for this functionality has been already agreed to in the 911 Appendix Section 7.4.1, using bi-directional inter selective router trunking. AT&T Florida has and will continue to establish these arrangements, but believes it should be done external to the interconnection agreement and includes both Intrado's PSAP and AT&T Florida's PSAP customers.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: On page 4 of Intrado witness Hicks' rebuttal testimony, lines 1-12, the witness asserts that because Intrado's E911 Selective Router and ALI database will be marketed in areas where AT&T is offering services off the AT&T E911 Selective Routers and ALI hosts, system interoperability is required to maximize consumer choice and promote network efficiencies. Does AT&T agree with witness Hicks? Please explain why or why not.

RESPONSE: Mr. Hicks' is incorrect in his assumptions. AT&T believes that system interoperability may be accomplished in several ways. This is accomplished through switch translations for the variables required to establish the trunking and routing between networks. This is always required in order to deliver the signaling, e.g., ANI digits to the Selective Router and ALI host systems. Any time calls are delivered and successfully complete from one switch to another there is system interoperability. When one switch signals to another switch for call set-up or any other part of call processing, there is system interoperability. Calls will not complete at all between switches without system interoperability. AT&T Witness Ms. Pellerin, on pages 5-6 of her direct testimony, is not testifying about system interoperability, but whether or not it is necessary for Intrado to enter into an ICA or a Commercial Agreement in order to compete for 911 services.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to Revised Exhibit PHP-3, page 2 of 2, attached to witness Pellerin's rebuttal testimony. This exhibit indicates that certain contract language disputes will be eliminated from arbitration using the 9-state template. Footnote 1 states that "other contract provisions remain in dispute for these issues, thus the issues are not completely eliminated from the arbitration." Please indicate what specific contract provisions remain in dispute for each issue identified in Revised Exhibit PHP-3, page 2 of 2.

RESPONSE: Please refer to Revised Exhibit PHP-2 for the contract provisions remaining in dispute for Issues 3b, 4b, 4c, 7a, 7b, 9, 13a, and 29a if the 9-state template is utilized. Since that exhibit was prepared, the parties have resolved the contract provisions reflected for Issue 7(b), which includes NIM Sections 1.26 and 3.41. In addition, AT&T has offered to withdraw the language to which Intrado objected in GTC Section 44.6.1.2 for Issue 3(b), but Intrado has not responded to AT&T's concession on this language.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please refer to AT&T witness Pellerin's rebuttal testimony, page 5, lines 8-9. Please explain in what ways Intrado intends to provide 911 services differently than AT&T.

RESPONSE: AT&T is not privy to the particular specifications of Intrado's emergency services. Based on Intrado's testimony and other available information, it appears that Intrado intends to provide emergency services utilizing a different network design than is used by AT&T. For example, Intrado operates a nation-wide network with a limited number of switches. (Intrado response to RFI No. 33c) Intrado does not have end offices or end users of its own, but intends to aggregate 911 calls originated by end users of other carriers, including wireless and VOIP providers. In addition, Intrado's preferred network design would require AT&T to reprogram its end offices and establish facilities and trunking to route 911 traffic directly to Intrado rather than utilize the existing network infrastructure. As Mr. Neinast testifies for Issue 3a, this unnecessarily introduces labor intensive and error prone procedures.

Intrado's tariff also demonstrates variations between its emergency services and those offered by AT&T. For instance, Intrado's tariff offers service not only to local governmental customers (PSAPs), but also to non-governmental customers, including wireless carriers, telematic and VOIP providers, and any other customer desiring aggregation of end user-originated 911 calls. In contrast, AT&T's tariffed E911 service is limited to local governmental agencies for the receipt of emergency calls.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please list the source documents supporting the rates shown on AT&T's 9-state pricing attachment.

RESPONSE: AT&T Florida's generic rates for local interconnection were established by the Commission in its May 21, 2001 decision in Docket No. 990469 and its September 27, 2002 decision in Docket No. 990649A.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Has AT&T made a review to determine the changes that would be needed if the Commission were to determine to utilize a 13-state template rather that the 9-state template? If no, why not? If yes, please list all provisions that need to be changed.

RESPONSE: AT&T has not undertaken the significant effort to identify the changes that would be necessary if the Commission ordered the use of the 13-state template for Intrado's ICA. In her rebuttal testimony (pp. 13-14), Ms. Pellerin indicated some of common items that would require review and modification for porting an ICA from 13-state to 9-state (or vice versa). AT&T's personnel that evaluate and implement porting requests are focused on those legitimate requests. It would be an inefficient utilization of AT&T's resources to perform the significant exercise to identify changes to its 13-state template for Intrado's use in Florida (which is not a porting request) by redirecting those resources from evaluating legitimately ported ICAs. Importantly, Intrado has not sought to port an entire effective interconnection agreement, as merger commitment 7.1 requires. Intrado acknowledges as much in that it has abandoned its position, relied on in its arbitration petition, that AT&T is obligated by the merger commitments to utilize the 13-state template in Florida. Furthermore, because a Commission order to utilize the 13-state template in Florida would not be based on AT&T's merger commitments, AT&T's revisions (which would be extensive in any event) would not be limited to the parameters set forth in the merger commitments.

Intrado's witnesses state that because the parties have continued to negotiate the 13-state language for Ohio, the same language negotiated for Ohio should automatically apply to Florida. AT&T disagrees. AT&T was more than willing to continue negotiations with Intrado based on the 9-state language, which negotiations began before Intrado filed for arbitration, but Intrado refused.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please refer to AT&T witness Pellerin's rebuttal testimony, page 6, footnote 8. Please explain why AT&T does not charge for interconnection trunks in the 13-state region but does in the 9-state region.

RESPONSE: Ms. Pellerin has deleted the portion of the last sentence in her rebuttal testimony, page 6, footnote 8 that referenced AT&T's interconnection trunk charges in its 13-state region, making this question moot. Specifically, footnote 8 now reads as follows:

> AT&T's 9-state ICA was provided with its response to Intrado's arbitration petition. This is another example of a situation where AT&T's 13-state standard terms and conditions are inappropriate for a 9-state agreement~~, since AT&T does not charge for interconnection trunks in the 13-state region~~.

However, AT&T's price structures and rates vary by state based on commission proceedings in each state. Since what is now AT&T was five different companies when the Act was passed in 1996, each of those companies independently proposed its own price structures when rate-setting proceedings were conducted. Thus, price structures within an AT&T region (based on the pre-merger company) are generally the same, but there are differences between regions. While AT&T does impose charges for interconnection trunks in the 13-state region, the rate structures in those states are different than in the 9-state region.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please refer to AT&T witness Pellerin's rebuttal testimony, page 8, lines 8-10. Is it AT&T's position that the rates should be reciprocal, as well as the pricing terms and conditions? Please explain.

RESPONSE: Yes, but only to the extent the services provided are the same. For example, Intrado may decide to lease entrance facilities from AT&T, and AT&T would charge for that. But if AT&T is not obtaining entrance facilities from Intrado, Intrado's charges should not include entrance facilities. The parties' trunk (port) rates should be the same because they provide comparable functionality. Intrado should not be entitled to assess a commercial rate on AT&T when AT&T's rate to Intrado is subject to TELRIC pricing. If Intrado believes a commercial rate is appropriate, it should negotiate for a commercial agreement.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please refer to AT&T's response to Staff's 1st Set of Interrogatories, No. 9, regarding Issue 23.

a. What is the 13-state language that was resolved between the parties in the context of negotiations in Ohio?

b. What is AT&T's specific objection to agreeing to the same language agreed to in Ohio, other than it is part of a 13-state template?

RESPONSE:

a. The parties agreed to the following 13-state language for Ohio in GTC Section 6.3.2 (a dispute remains regarding capitalization of "end user"):

> For any CESTC Company Code Change, CESTC must submit a service order changing the OCN/ACNA for each ~~e~~End ~~u~~User record and/or a service order for each circuit ID number, as applicable. CESTC shall pay the appropriate charges for each service order submitted to accomplish a CESTC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CESTC shall pay any and all previously approved charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

b. The language in GTC Section 6.3.2 above is part of a larger section addressing company code changes; this section does not stand alone. In addition, revisions to the 13-state generic language offered to Intrado, which resulted in the language quoted above, were made based on specific procedures in Ohio. AT&T has not evaluated the procedures in Florida to determine if it could offer the same language there. There is no comparable language in the 9-state template.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please refer to AT&T's response to staff Interrogatory 10 regarding Issue 29(a).

a. In response to staff Interrogatory 10(a), AT&T asserts that the standard industry practice for rounding usage for carrier billing is to the next whole minute. However, in response to Interrogatory 10(b), AT&T states that there is no published industry standard regarding rounding of usage for carrier billing. If there is no published industry standard, how is AT&T's practice considered an industry standard?

b. Why does AT&T use jurisdictional reporting factors to bill reciprocal compensation in the 9-state region rather than actual usage?

RESPONSE:

a. There is a difference between standard industry guidelines, which are published, and standard industry practice. Standard industry practice refers to common behavior in the industry. In the case of intercarrier usage rounding, there are no formal published standard industry guidelines. Rather, it is standard practice to round usage to the next whole minute. Mr. Hicks suggests that AT&T's standard rounding practice "does not reflect standard industry norms or new technologies that have the ability to measure in increments less than one minute or less than one mile." (Intrado response to Interrogatory No. 14) AT&T's standard practice of rounding usage to the next whole minute is the norm for a legacy network such as AT&T's.

b. AT&T utilizes jurisdictional reporting factors to bill reciprocal compensation to CLECs due to current switch limitations for usage recording. AT&T does not currently record usage in sufficient detail in the 9-state region to render reciprocal compensation bills based on actual usage data. AT&T should not be required to upgrade its switches and billing systems simply to accommodate Intrado's desire for 6 second usage rounding – especially considering that 1)

Intrado does not intend to offer local exchange service utilizing its own switches (and will therefore have no usage subject to reciprocal compensation); 2) the financial impact to Intrado would be *de minimus*, even if Intrado did offer local service; and 3) the minimal increase to AT&T's reciprocal compensation bills to Intrado (based on whole minute rounding) would be offset by similar increases in Intrado's reciprocal compensation bills to AT&T.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Would AT&T agree to Intrado's proposed additional language to Pricing Section 1.10.1 if it were modified to state that the rates are either mutually agreed to by both parties or the parties accept the rates the Commission approves? If no, why not?

RESPONSE: Yes, to the extent the Commission orders AT&T to use the 13-state template for Intrado's ICA (Issue 2).

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Regarding AT&T's proposed definition of Section 251(b)(5) Traffic, Intrado asserts in its response to staff Interrogatory 8(c) that the FCC's ISP Remand Order and Section 51.703 do not require that the originating party and terminating party be located in the "same ILEC Local Exchange Area" or in different areas that are subject to an EAS arrangement. Additionally, Intrado asserts that the FCC has determined that compensation should be based on the telephone number, not the physical location of the calling and called parties. Given this, please explain why the ICA should contain the qualifications AT&T proposes.

RESPONSE: In responding to staff Interrogatory 8(c) to Intrado, Ms. Clugy cites to FCC rule 51.703 in support of her assertion that the FCC does not require originating and terminating subscribers to be in the same local (or extended local) calling areas for traffic to be subject to Section 251(b)(5). However, Ms. Clugy neglects to consider rule 51.701(b)(1), which specifically excludes interexchange services from reciprocal compensation. *See* AT&T response to Interrogatory No. 54.

Ms. Clugy's assertion that the FCC has determined that intercarrier compensation is based solely on the originating and terminating telephone numbers, and not the physical location of the calling and called parties is equally misleading. The order she cites is an arbitration order specific to the state of Virginia, not a general FCC pronouncement. In fact, other state commissions, including Florida, have previously determined that it is the end users' physical locations and not their telephone numbers that dictate the proper intercarrier compensation.

In its order regarding intercarrier compensation, the Florida Commission concluded that:

> We believe that a comparison of NPA/NXXs is used as a *proxy* for determining the actual physical location of the particular customer being called. In other words, the NPA/NXX provides a reasonable presumption of the physical location of a customer as being within the calling area to which the NPA/NXX is homed.

> Therefore, carriers have been able to determine whether a call is local or toll by comparing the NPA/NXXs of the calling and called parties. However, this presumption may no longer be valid in an environment where NPA/NXXs are disassociated from the rate centers to which they are homed.
>
> We believe that the classification of traffic as either local or toll has historically been, and should continue to be, determined *based on the end points of a particular call.* We believe this is true regardless of whether a call is rated as local for the originating end user (e.g., 1-800 service is toll traffic even though the originating customer does not pay the toll charges).[1] (Emphases added)

Similarly, the Connecticut Department of Public Utility Control ("DPUC") determined that foreign exchange ("FX") services[2] are interexchange services.[3] The DPUC reaffirmed its prior conclusion that:

> ... FX service was an interexchange service and not eligible for mutual compensation because calls must

[1] Docket No. 000075-TP, *Investigation into appropriate methods to compensate carriers for exchange of traffic subject to Section 251 of the Telecommunications Act of 1996*, Order No. PSC-02-1248-FOF-TP, September 10. 2002 at page 30.

2 AT&T and Intrado have agreed in 13-state IC Section 6.2 that: "Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular end-user customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. 'FX Telephone Numbers' are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located."

[3] Connecticut Docket No. 01-01-29RE01, *DPUC Investigation of the Payment of Mutual Compensation for Local Calls Carried Over Foreign Exchange Service Facilities – FCC Verizon Order*, decision dated November 13, 2002. ("CT FX Decision")

> originate and terminate in the same local service area where the originating end user was physically located. ... [and that] the payment of mutual compensation be limited to local calls that originate and terminate within the caller's local calling area.[4]

AT&T and Intrado have agreed to language in 13-state IC Section 6.2.3 that states:

> FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement in AT&T-OHIO.

The Parties agreed-upon terms and conditions related to FX services would be nonsensical if intercarrier compensation was solely based on telephone number assignment. AT&T's definition of Section 251(b)(5) traffic properly reflects that reciprocal compensation applies based on the physical location of the originating and terminating participants to a call.

RESPONSE PROVIDED BY: P.H. Pellerin

4 CT FX Decision, page 5.

REQUEST: Regarding AT&T's proposed definition for ISP-Bound Traffic, please identify all FCC orders (Order number, docket number, and release date) in which the term has been defined with respect to originating and terminating points.

RESPONSE: In its ISP Remand Order at paragraph 1, the FCC stated its intention to reconsider "the proper treatment of intercarrier compensation of telecommunications traffic delivered to Internet Service Providers (ISPs)." The FCC properly concluded that ISP-bound traffic is not subject to reciprocal compensation. However, the FCC also concluded in paragraph 90 that:

> ... we see no reason to impose different rates for ISP-bound and voice traffic. The record developed in response to the *Intercarrier Compensation NPRM* and the *Public Notice* fails to establish any inherent differences between the costs on any one network of delivering a voice call to a local end-user and a data call to an ISP. Assuming the two calls have otherwise identical characteristics (*e.g.*, duration and time of day), a LEC generally will incur the same costs when delivering a call to a local end-user as it does delivering a call to an ISP. *We therefore are unwilling to take any action that results in the establishment of separate intercarrier compensation rates, terms, and conditions for local voice and ISP-bound traffic.* (emphasis added, footnote omitted)

It is appropriate, therefore, to apply the same qualifications to ISP-bound traffic as applied to Section 251(b)(5) traffic.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Does AT&T's proposed definition for Switched Access Traffic encompass interconnected VoIP services? If affirmative, please explain if AT&T's language goes beyond the parameters of the current FCC rules, given that the FCC has not yet determined whether or not interconnected VoIP services are telecommunications or information services or whether interconnected VoIP services are subject to switched access charges.

RESPONSE: Yes. The FCC has a "general policy that all users of local exchange access should pay for the use of those [local access] facilities."[5] This effectively applies access charges to all interexchange services that originate or terminate on the PSTN. Applying access charges to interexchange IP-PSTN traffic is fully consistent with the FCC's statement in the *IP-Enabled Services NPRM* that "[a]s a policy matter, we believe that any service provider that sends traffic to the PSTN should be subject to similar compensation obligations, irrespective of whether the traffic originates on the PSTN, on an IP network, or on a cable network. We maintain that the cost of the PSTN should be borne equitably among those that use it in similar ways."[6] By adopting AT&T's proposed contract language, the Commission will preserve the regulatory status quo for intercarrier compensation until the FCC completes its *IP-Enabled Services NPRM.* Thus, until the FCC issues further rules specific to IP-PSTN traffic, the Commission should follow the guidance of the FCC in its NPRM and adopt AT&T's definition of Switched Access Traffic.

RESPONSE PROVIDED BY: P.H. Pellerin

5 *In the Matter of WATS Related and Other Amendments of Part 69 of the Commission's Rules*, 64 Rad. Reg. 2d (P & F) 503, 3 F.C.C.R. 496, 3 FCC Rcd. 496, 1988 WL 487700, released February 1, 1988; CC Docket No. 86-1 (F.C.C.), ¶ 3.
6 *IP-Enabled Services NPRM*, WC Docket No. 04-36, FCC 04-28, ¶61.

REQUEST: Please refer to the rebuttal testimony of AT&T witness Pellerin, pages 15 and 16, lines 21-25 and 1-3, respectively. If the Commission concludes that the 9-state template is the proper foundation for the parties' ICA in Florida, please explain why it would be inappropriate to import the language from the ten issues (i.e., 18a-b, 20, 22, 23, 25b-d, 33, and 35) for which the parties have no content dispute.

RESPONSE: The 13-state language negotiated in the above-referenced issues[7] should be treated no differently than all of the 13-state language for which Intrado raised no dispute. The fact that Intrado initially objected to AT&T's language and the parties were able to resolve their differences regarding that language for Ohio does not make that language appropriate for Florida. It would be inconsistent to require the parties to use the 9-state template as the basis for their Florida ICA and then require certain 13-state language be imported to Florida simply because the parties at one time had a disagreement with that language for Ohio and subsequently resolved their differences.

RESPONSE PROVIDED BY: P.H. Pellerin

[7] Since the preparation of Ms. Pellerin's rebuttal testimony, the parties have also resolved the 13-state language dispute for Issue 25(a).

REQUEST: For purposes of the following request, please refer to the rebuttal testimony of AT&T Florida witness Pellerin, page 14, lines 22 through page 15, lines 19.

a. Have Intrado and AT&T reached agreement regarding the term for the interconnection agreement in Florida?

b. If the response to interrogatory (a) is negative, which part of Issue 18a remains in dispute ?

c. Have Intrado and AT&T reached agreement on the notice that Intrado should provide to AT&T with respect to a successor ICA?

RESPONSE:

a. Yes.

c. See part a.

d. Yes. If the 13-state template is used, the parties have agreed that Intrado has 10 days to respond to an AT&T notice of ICA expiration and indicate whether or not Intrado seeks to negotiate a new ICA. (Intrado had previously disputed the 10-day requirement to respond in Ohio.) If the 9-state template is used, because there are no notice provisions with respect to a successor ICA, there is nothing to dispute.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please list any applicable federal or state rules or provisions of the Telecommunications Act that supports AT&T Florida's contention that language for its ordering services from Intrado should be included in a commercial agreement instead of in a Section 251(c) agreement.

RESPONSE: Unless the parties mutually agree otherwise, products and services included in a Section 251(c) interconnection agreement should be limited to that which is required by Section 251(c) of the Act, i.e., telephone exchange service and exchange access. Therefore, the ordering of services from Intrado would only be included in an ICA to the extent the services ordered were also included in the ICA. *See also* AT&T's response to Interrogatory No. 52.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Referring to the rebuttal testimony of Intrado witness Clugy, page 3, lines 5-17, have AT&T and Intrado agreed to language regarding how Embarq[8] orders services from Intrado? If so, does the remainder of the dispute center around the type of agreement (commercial versus Section 251(c)) in which such language should appear?

RESPONSE: AT&T Florida does not agree to Intrado's proposed language for ordering services from Intrado. It is AT&T Florida's position that ordering services should follow established ordering systems and processes that have been agreed to by the entire industry. Intrado's proposed system is inadequate and would create manual work-steps that could create errors in order processing and possible delays in establishing service, neither of which benefits either party.

AT&T Florida's witness Ms. Pellerin has provided testimony regarding Issue 1 and on the issue of whether or not Intrado's agreement with AT&T Florida should be a commercial agreement or a Section 251 (c) agreement. It is AT&T Florida's position that this is a separate issue from the issue of ordering services. Nevertheless, AT&T Florida has provided language and testimony out of an abundance of caution if the Commission requires a Section 251 ICA between Intrado and AT&T Florida for the services Intrado seeks to offer.

RESPONSE PROVIDED BY: Mark Neinast

[8] AT&T counsel has verified with Staff that Staff meant "AT&T", rather than "Embarq".

REQUEST: For purposes of the following request, please refer to the direct testimony of Intrado witness Clugy, page 15, lines 3-15. Please identify the language agreed upon in Ohio concerning the interconnection agreement's audit procedures.

RESPONSE: The parties have agreed to the following 13-state language for their Ohio ICA. The parties have a remaining dispute in Section 13.3.1 regarding the inclusion of the term "customers" in addition to "End Users."

13. AUDITS – Applicable in AT&T-OHIO

13.1 Subject to the restrictions set forth in Section 22 "Confidentiality" and except as may be otherwise expressly provided in this Agreement, a Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records, data and other documents, as provided herein, once annually, with the audit period commencing not earlier than the date on which services were first supplied under this Agreement ("service start date") for the purpose of evaluating (i) the accuracy of Audited Party's billing and invoicing of the services provided hereunder and (ii) verification of compliance with any provision of this Agreement that affects the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Notwithstanding the foregoing, an Auditing Party may audit the Audited Party's books, records and documents more than once annually if the previous audit found (i) previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least five percent (5%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit or (ii) non-compliance by Audited Party with any provision of this Agreement affecting Auditing Party's billing and invoicing of the services provided to Audited Party with an aggregate value of at least five percent (5%) of the amounts payable by Audited Party for audited services provided during the period covered by the audit.

13.1.1 The scope of the audit shall be limited to the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the service start date and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit, but in any event not prior to the service start date. Such audit shall begin no fewer than thirty (30) calendar days after Audited Party receives a written notice requesting an audit and shall be completed no later than thirty (30) calendar days after the start of such audit.

13.1.2 Such audit shall be conducted by an independent auditor acceptable to both Parties. Auditing Party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

13.1.3 Each audit shall be conducted on the premises of the Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit and shall provide the auditor reasonable access to any and all appropriate Audited Party employees and any books, records and other documents reasonably necessary to assess (i) the accuracy of Audited Party's bills and (ii) Audited Party's compliance with the provisions of this Agreement that affect the accuracy of Auditing Party's billing and invoicing of the services provided to Audited Party hereunder. Audited Party may redact from the books, records and other documents provided to the auditor any Audited Party information that reveals the identity of **customers or** End Users of Audited Party.

13.1.4 Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

13.1.5 If any audit confirms any undercharge or overcharge, then Audited Party shall (i) promptly correct any billing error, including making refund of any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of the Audited Party, immediately compensate Auditing Party for such undercharge, and (iii) in each case, calculate and pay interest as provided in Section 10.1 for the number of calendar days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available.

13.1.6 Except as may be otherwise provided in this Agreement, audits shall be performed at Auditing Party's expense, subject to reimbursement by Audited Party of one-quarter (1/4) of any independent auditor's fees and expenses in the event that an audit finds, and the Parties subsequently verify, a net adjustment in the charges paid or payable by Auditing Party hereunder by an amount that is, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

13.1.7 Any disputes concerning audit results shall be referred to the Parties' respective personnel responsible for informal resolution. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, either Party may request in writing that an additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 13.1. Any additional audit shall be at the requesting Party's expense.

13.2 Intentionally Omitted.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: If this Commission ultimately recommends that a third-party auditor, as opposed to in-house auditors, should be used, under what terms and conditions should the auditor be selected?

RESPONSE: The Commission does not need to consider whether the parties should use third-party auditors or in-house auditors or under what terms and conditions, as there is no dispute regarding this matter. Ms. Clugy's direct testimony on page 15 regarding the advantages and disadvantages of various auditing procedures is moot and only serves as a distraction from the real issue – which is whether to use the 9-state or the 13-state template as the basis for the parties' ICA.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: What are the advantages and disadvantages to utilizing third-party auditors for handling interconnection billing disputes?

RESPONSE: *See* AT&T response to Interrogatory No. 76.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Does AT&T's proposed language provide for any limitation as to the frequency of audits that one party may request in the proposed ICA?

RESPONSE: *See* AT&T response to Interrogatory No. 76.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of Intrado witness Spence-Lenss, page 18, lines 16-20. Are properly disputed charges, where funds are placed into an interest-bearing escrow account prior to the bill's due date, still considered delinquent, and constitute grounds for disconnection? Please explain.

RESPONSE: No. Moreover, there is no dispute regarding grounds for disconnection based on properly disputed charges. Ms. Spence-Lenss' direct testimony on page 18 regarding the grounds for disconnection based on disputed charges is moot and only serves as a distraction from the real issue – which is whether to use the 9-state or the 13-state template as the basis for the parties' ICA.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of Intrado witness Spence-Lenss, page 19, lines 10-14. By way of clarification, please indicate the beginning point for the 10 (or 15) business day cycle for payment remission.

RESPONSE: The cycle for payment remission begins following receipt of the billing party's notice of unpaid charges. Importantly, there is no dispute regarding this time interval. Ms. Spence-Lenss' direct testimony on page 19 regarding the payment period following notice of non-payment is moot and only serves as a distraction from the real issue – which is whether to use the 9-state or the 13-state template as the basis for the parties' ICA.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the direct testimony of Intrado witness Spence-Lenss, page 20, lines 4-7. Please describe how the invoice payment process will be conducted when an automatic clearinghouse (ACH) is used.

RESPONSE: The automated clearinghouse process utilizes electronic funds credit transfers for payment remittance. Importantly, there is no dispute regarding use of this process. Ms. Spence-Lenss' direct testimony on page 20 regarding use of the automated clearinghouse process is moot and only serves as a distraction from the real issue – which is whether to use the 9-state or the 13-state template as the basis for the parties' ICA.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please indicate AT&T's proposed language regarding the automatic clearinghouse process.

RESPONSE: AT&T proposes that the 9-state template be utilized for the parties' ICA. In Attachment 7 Billing, AT&T proposes the following language regarding electronic payments (AT&T will agree to reciprocal language for its payments to Intrado):

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Intrado. Intrado shall pay invoices by utilizing wire transfer services or automatic clearing house services.

The parties have agreed to the following 13-state language in the General Terms and Conditions for their Ohio ICA:

10.3 The Parties shall make all payments to the other Party via electronic funds credit transfers through the Automated Clearing House Association (ACH) network to the financial institution designated by that Party. Remittance information will be communicated together with the funds transfer via the ACH network. CESTC must use the CCD+ or the CTX transaction set. CESTC and AT&T-OHIO will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each ACH credit transfer must be received by the other Party no later than the Bill Due Date of each bill or Late Payment Charges will apply. Neither Party is liable for any delays in receipt of funds or errors in entries caused by CESTC the other Party or Third Parties, including CESTC's a Party's financial institution. CESTC Each Party is responsible for its own banking fees.

10.3.1 Processing of payments not made via electronic funds credit transfers through the ACH network may be delayed. Each Party is responsible for any Late Payment Charges resulting from the Party's failure to use electronic funds credit transfers through the ACH network.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: For purposes of the following request, please refer to the rebuttal testimony of AT&T witness Neinast, page 3, lines 5-7 and 19-21, regarding Class Marking. Please explain what makes this system so poor, and why it is unreliable, prone to errors and has reliability concerns.

RESPONSE: The implementation of Class Marking is a complex process that not only affects AT&T Florida's network routing of 911 calls, but also service order provisioning and operational support systems for all retail service offerings. Class Marking changes to the network, systems and processes are expensive and labor intensive, and all of the changes to the network must be made prior to any use of the service. Once the network has been modified, then all existing customers will require service order changes to add the Class Marking class of service that routes to the correct PSAP, which is a manual process. This activity will require meticulous attention to detail to determine the correct routing of 911 traffic. The service order changes must be determined by Service Representatives, who are not trained in call routing. Please see the Supplemental Rebuttal testimony of Mark Neinast, filed on Friday, June 13, 2008 for further detail on this subject.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Why is Intrado proposing Class Marking? Please address whether AT&T believes this proposal provides a financial benefit to Intrado.

RESPONSE: Intrado proposes Class Marking to avoid the cost of two selective router charges (one by AT&T Florida and one by Intrado) when an AT&T Florida wire center is split between an Intrado PSAP and an AT&T Florida PSAP. This is purely a proposal based on a competitive and financial benefit to Intrado. However, AT&T Florida's language is fair to both parties and does not favor either carrier, since it is based wholly on the number of access lines serving a PSAP to determine which carrier is the Primary carrier for the split wire center. If Intrado's PSAP serves the majority of access lines for the AT&T Florida split wire center, Intrado's PSAP will only be billed one selective router charge by Intrado, and AT&T Florida's PSAP will be billed by both Intrado and AT&T Florida. Because the accuracy of routing 911 is so critical, it makes no sense to stop using the centralized selective router databases in favor of a troublesome, labor intensive process that is subject to human error.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please explain why AT&T believes provisioning Class Marking would be cost prohibitive to it.

RESPONSE: Class Marking would be cost prohibitive because the burden of the implementation would fall onto AT&T. Every AT&T Florida End Office would need complex switch translations changes for each class of service being offered in Florida, e.g. every variety of residential and business service such as flat rate, blocking 900, toll denial, blocking 900 and toll denial, etc. Once the network was configured, which could take up to a year to implement; all provisioning systems would need to be updated in order to accommodate the necessary changes. Training for Service Representatives will be necessary so they may know which End Offices will need to have the special handling required for Class Marking. Also, Service Representatives will need to know within each split wire center which parts of each End Office will need to be routed to which PSAP. All of this is currently performed by the existing selective router database in a mechanized flow with no human intervention to determine which PSAP will receive 911 calls. Furthermore, Intrado's proposal does not provide AT&T Florida with any mechanism to recover the costs associated with Class Marking.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to Intrado witness Hicks' rebuttal testimony on page 18, lines 13-16. Is witness Hicks correct when he asserts that "AT&T's proposed 911 Appendix and Interconnection Trunking Requirements ('ITR') Appendix sets forth no terms and conditions for such multiple interconnection points for 911"? Please explain why or why not.

RESPONSE: Mr. Hicks is correct in that neither Appendix 911 nor Appendix ITR is used to determine points of interconnection ("POI") requirements for 911 – but neither was intended for such use. They are for the purpose of trunk groups and routing of traffic. POI requirements for 911 are discussed in Appendix 911 NIM (Network Interconnection Methods). However, AT&T Florida has not required Intrado to implement multiple POIs, but has recommended to Intrado that they do. Intrado has consistently stated during negotiations that they are allowed to have a single POI, per the FCC's Order; however, AT&T Florida recommends that Intrado utilize multiple POIs in order to establish and maintain network redundancy and diversity.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to Intrado witness Hicks' rebuttal testimony on page 18, lines 16-18. Is witness Hicks correct when he asserts that "given that generally only a single selective router serves a given AT&T territory, it is difficult to establish diverse and redundant interconnection points at a single switch"? Please explain why or why not.

RESPONSE: Yes, it is difficult to establish and maintain network diversity through the use of a single POI, at a single switch location. This item is directly related to Item No. 86 concerning single POI. Diverse and redundant facilities are achievable, and while AT&T Florida has not requested a requirement be made for multiple POIs, AT&T Florida does recommend Intrado utilizes multiple POIs in its network deployment.

AT&T Florida proposes that Intrado's POI utilize the existing diverse facilities at the selective router location and any additional POIs be negotiated to achieve the highest level of diversity possible. AT&T Florida believes that network diversity is one of the most critical aspects of 911 networks. In its Post Katrina Order[9], the FCC has asked all carriers to review their diversity for 911 networks and has established criteria for this diversity for logical, physical or mostly physical. Every carrier, including AT&T Florida, has a large stake in maintaining the existing network diversity. If Intrado selects multiple POIs, which it should, one of the POIs should include the selective router central office building to ensure network diversity. The routing of 911 traffic is beyond the basic requirements of entry level service providers, but is at the heart of the safety of the general public at large.

RESPONSE PROVIDED BY: Mark Neinast

[9] *In the Matter of Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks.* FCC Order 07-107 at ¶ 20.

REQUEST: Please refer to Intrado witness Hicks' rebuttal testimony on page 18, lines 20-23 for the following questions.

a. Is witness Hicks correct when he asserts that AT&T maintains ten selective routers in Florida? If so, please list by county and identify the street address(es). If not, please identify AT&T's selective routers in Florida and list by county and identify the street address(es).

b. Is witness Hicks correct when he asserts that "only [the] Brevard County [selective router] is served by dual tandems"? Please explain why or why not.

c. Please explain the benefits of dual tandems at a selective router and what conditions exist that would necessitate dual tandems at a selective router.

d. Is witness Hicks correct when he asserts that because of the dual tandems in Brevard County, only Brevard County "would be conducive to establishing multiple POIs for the exchange of E911 services traffic"? Please explain why or why not.

RESPONSE:

a. Yes. The specific location of AT&T's selective routers is confidential information. AT&T Florida is providing this information subject to a Notice of Intent filed with this response.

County Street Address

b. No, Brevard County is served by one selective router. Mr. Hicks' testimony is unclear, but it appears that he believes that Intrado would implement POIs on a county basis, rather than on a LATA basis. If Intrado were attempting to establish POIs at the selective router location, then the LATA is the correct reference point, and not county.

c. AT&T is unaware of the existence of dual tandems at a selective router. However, there are limited instances of PSAPS deploying dual selective routers (tandems) that utilize two synchronized switches performing identical selective router functions such that if one incurs an outage, the other automatically routes all 911 calls.

Such dual selective router arrangement is rare and is ordered by PSAPs that want the highest level of redundancy possible at the switching level. This is the most expensive 911 network configuration to build because not only the facilities redundant, but the selective router switch itself, is also redundant. Because of the expense and the fact that that the PSTN Class 5 switches are

extremely reliable, there are not very many ordered throughout the nation. Most PSAPs consider this level of redundancy as cost prohibitive and rely on the fact that the Class 5 End Offices are designed with internal redundancy specifications that result in less than one hour of down-time over a 40 year period.

d. No, Mr. Hicks is not correct. The network configuration used in Brevard County is not related to multiple POIs. Dual selective routers provide redundancy at a switching level, as opposed to facility (POI) redundancy and diversity. A POI is where AT&T Florida's and Intrado's networks come together at a facility level where the fiber cables meet up at a point of hand-off or demarcation, and each carrier is responsible for the facilities on their respective side of the POI. A POI can be at any of the AT&T Florida central office buildings, but since this is 911 emergency services traffic, AT&T Florida strongly opposes placing a POI at indiscriminate locations. Intrado may want to establish a POI at a place that is more economical for Intrado, but there are certain AT&T Florida central office buildings that are categorized as hubbing offices and are the major intersections for fiber facilities and provide a logical point for a POI. Other carriers typically also use these central offices for their POIs, which will be important if these carriers must interconnect with Intrado for 911 services.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to Intrado witness Hicks' rebuttal testimony on page 19, lines 1-2. Is witness Hicks correct when he asserts that the "AT&T 911 Appendix and ITR make no exceptions for multiple POIs for E911 or dual E911 tandem configurations"? Please explain why or why not.

RESPONSE: Mr. Hicks is correct that AT&T Florida has made no requirements for either multiple POIs or dual E911 tandem configurations; however, he is once again referencing the wrong document for 911 POIs, which are defined in the 911 NIM Appendix. There is nothing that precludes Intrado from establishing multiple POIs or dual E911 tandem configurations. AT&T Florida's proposed language in 911 NIM Section 5.3 addresses adding switches to the network and 911 NIM Section 5.1 addresses installing the necessary facilities to establish the physical interconnection. Once the physical network components have been installed, the 911 Appendix can be used to establish the necessary trunking for the routing of traffic. Due to the extensive work required to implement interconnection and routing to a new switch, AT&T Florida would prefer its proposes a 120-day interval, rather than a mere 30 days Intrado proposes in 911 NIM Section 5.3 for adding switches.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 8, lines 22-23. If Intrado becomes the 911 provider, is it ever possible for there to be traffic from Intrado to AT&T? If not, please explain why. If so, under what circumstances, and approximately how much and what types of traffic?

RESPONSE: Yes, it is possible for there to be traffic from Intrado to AT&T if Intrado becomes the 911 provider. There at least two possibilities of Intrado delivering calls to AT&T. (1) Where AT&T Florida end users are served in a split wire center and Intrado is the Primary selective router, then Intrado will send calls to AT&T Florida's secondary selective router. (2) Any PSAP-PSAP call transfers. AT&T Florida is uncertain how much traffic these scenarios would entail.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 8, lines 25-26 for the following questions.

a. What are the "several subsequent FCC Orders," and the relevant paragraphs, referred to on line 26?

b. Would the provision of 911 service to PSAPs by Intrado in any way impact the rules implementing Section 251(c) and the "several subsequent FCC Orders"? Please explain why or why not.

RESPONSE: a. The FCC Orders and relevant paragraphs are: First Report and Order ¶¶ 177-212, TRO ¶¶ 365-369, and TRRO¶¶ 136-141.

b. No, the provision of 911 service to PSAPs by Intrado does not impact the rules implementing Section 251(c) because there are no references in these orders that addresses a competitive carrier providing 911 services. Furthermore, because AT&T does not believe 911 services are local exchange or exchange access services, AT&T does not believe Section 251(c) applies to these services.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 9, line 2. Does AT&T believe that Intrado wants to be treated as an ILEC? If yes, please provide examples, citing to Intrado's testimony.

RESPONSE: AT&T believes that Intrado wants to be treated both as an ILEC and a CLEC, depending upon which is more beneficial for Intrado at the time. For purposes of facility meet points at an exchange area boundary, Intrado suggests it be treated as an ILEC – even though Intrado is not an ILEC and has no exchange boundaries at which it could meet AT&T. In Mr. Hicks' direct testimony at page 21, lines 19-21, he states, "Intrado Comm seeks to mirror the type of interconnection arrangements that AT&T has used historically with other ILECs." Also, Mr. Hicks states in his direct testimony at page 23, lines 5-7, "Intrado Comm simply seeks to mirror the type of interconnection arrangements that AT&T and other ILECs have determined to be the most efficient and effective for the termination of emergency calls." On the other hand, Intrado is certificated as a CLEC in Florida and therefore apparently also wishes to interconnect as a CLEC pursuant to Section 251(c).

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 9, beginning at line 10 and continuing to page 10, line 1 for the following questions.

a. Please describe with specificity how Intrado "wants to be treated . . . as though it were an ILEC in other [instances]" (lines 15-18).

b. Please explain with specificity how "Intrado seeks to shift its costs to AT&T Florida . . . ."

RESPONSE: a. When Intrado is the 911 service provider, Intrado proposes that AT&T Florida interconnect within Intrado's network, as if Intrado were an ILEC, e.g. 911 NIM Section 2.2, which states: "***Where CLEC is the Designated E911 Service Provider the POI shall be on the CLEC network and serve as a demarcation point between the facilities that each Party is responsible to provide.***"

b. Intrado proposes a mid-span meet point between AT&T Florida and Intrado's network, similar to an ILEC-ILEC interconnection arrangement. However, ILEC-ILEC networks are typically adjacent where a mid-span meet point is established. Intrado's network may be in another state (or at least in another LATA), which financially does not compare to an adjacent ILEC-ILEC interconnection arrangement as Intrado has proposed.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 10, lines 7-11, for the following questions.

a. Is there ever an instance where a "CLEC's obligation to supply the facilities and equipment necessary to reach the ILEC's network" is less than 100 percent? If so, please provide examples.

b. Please describe with specificity, citing to Intrado's proposed language, where Intrado "seeks to . . . forc[e] AT&T Florida to provide all the facilities and equipment necessary to reach Intrado's network."

RESPONSE: a. No.

b. In 911 NIM Section 2.2, Intrado's proposed language states, ***"Where CLEC is the Designated E911 Service Provider the POI shall be on the CLEC network and serve as a demarcation point between the facilities that each Party is responsible to provide."*** In order for Intrado's language to be appropriate, AT&T Florida would need to be a certificated CLEC requesting interconnection with Intrado as an ILEC.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 10, lines 15-18 for the following questions.

a. Please define "very short" distances.

b. Please define "minimal" costs.

c. Using AT&T's interconnections with other Florida ILECs, please provide at least two examples of "typically very short" distances and "minimal" costs to both ILECs.

d. Are there any Florida ILECs with whom the distances are not "very short"? If so, which ones?

RESPONSE: a. Adjacent ILECs that use mid-span meet points will be required to install facilities to the edge of their exchange area boundary, which is approximately the radius of the local calling area. Each local calling area can vary in size, but an average local transport estimate was established at 14 miles by the Texas Public Utilities Commission in an arbitration between SWBT and AT&T, Docket Number 22315. All ILEC-ILEC interconnections will be within the same LATA, since ILECs are required to hand-off interlata traffic to an interexchange carrier for completion.

b. ILEC-ILEC interconnection arrangements are typically adjacent to each other and the two ILECs equally share the cost of the facilities. Since the carriers are not competing with each other, the proportional costs for the facilities are agreed to outside of Section 251(c).

c. Three examples of interconnection between AT&T Florida and another Florida ILEC are: 1) Starke-Jacksonville, which is 38 miles apart; 2) Indiantown-West Palm Beach, which is 27 miles apart; and

3) Sanderson-Jacksonville, which is 37 miles apart.

d. No, AT&T Florida does not have any ILEC-ILEC interconnections that are not "very short".

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 11, lines 12-16. In this section witness Neinast discusses a mid-span meet as an entrance facility that the CLEC "controls and is not impaired from ordering from third parties." Is it possible for Intrado to order an entrance facility from a third party in order to provision 911 service to PSAPs in AT&T's territory? Please explain why or why not.

RESPONSE: Yes. The FCC acknowledged in TRO and TRRO that CLECs could obtain entrance facilities from third parties and that entrance facilities were not impaired. The FCC states in the TRRO at paragraph 138 "Specifically, entrance facilities are less costly to build, are more widely available from alternative providers, and have greater revenue potential than dedicated transport between incumbent LEC central offices. As we noted in the *Triennial Review Order*, entrance facilities are used to transport traffic to a switch and often represent the point of greatest aggregation of traffic in a competitive LEC's network.[10]"

RESPONSE PROVIDED BY: Mark Neinast

[10] *See Triennial Review Order*, 18 FCC Rcd at 17204-05,¶ 367.

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 12, lines 5-23 for the following questions.

a. Is it AT&T's testimony that Intrado would bear the responsibility to establish multiple POIs on AT&T's network? If so, how many POIs and where should they be located? Please explain.

b. Please provide examples of how Intrado's placement of its single POI at a location other than AT&T's selective router "has the potential for a major FCC Reportable Service Disruption."

RESPONSE: a. Yes, in order to provide diverse facilities for 911 emergency services, multiple POIs are necessary. To date, there has not been a CLEC competing for 911 service. 911 services require additional facility investment for carriers to establish diverse facilities. Intrado's business model is clearly to provide 911 services, rather than local exchange and exchange access services, which do not require the same level of diversity.

Intrado will ultimately determine how many POIs it establishes and AT&T will assist in determining which of AT&T's central offices will have be the best fit for diversity and facility availability. AT&T central offices are designed specifically for telecommunications equipment, with access to back-up power, along with many other positive attributes such as 24x7 monitoring. The current selective router location has diverse facilities from all of AT&T Florida's end offices, as well as any other carrier that is using the AT&T Florida selective router. In each case, the selective router location should always be the first POI decision, followed by an analysis between Intrado and AT&T Florida to determine which AT&T central office will be used for additional POIs.

b. First and foremost, the current 911 service provided today is the gold standard for network reliability. This is due to the efforts that have been made over many years to install and maintain diverse, redundant facilities to the selective router. If Intrado were to provide 911 service to a PSAP, and the POI were at a location other than the selective router, AT&T Florida would be required to disconnect the existing diverse facilities from the selective router location and move them to the new Intrado POI. This rearrangement activity would need to be coordinated carefully and would require a very high degree of accuracy in order issuance and execution.

There are two basic factors to protect against in order to maintain network reliability, human errors and equipment failures. Equipment failures can cause outages and is the reason that diversity and redundancy is built into the 911 network. The first time a piece of equipment is used there is the highest probability of failure. Careful pre-testing can mitigate the possibility that an equipment failure will create an outage. Human error is more difficult to manage, as it requires training, methods and procedures, as well as judgment and execution.

Currently, the 911 network is static, with no work orders to rearrange circuits and re-route traffic. Once orders are issued to establish new circuits or change existing circuits, the possibility for error begins. If the work activity is coordinated well and all personnel have clear understanding, the project has a high probability of success. If there are misunderstandings, changes to orders, miscommunication or the technician(s) is/are inexperienced or untrained, the probability (or potential) of an outage goes up. In any network rearrangement, network service disruptions are undesirable, but with a 911 rearrangement, the consequences can literally be fatal.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 13, lines 3-5. By "building out" is AT&T referring to its building out of facilities to Intrado's second (or more) POIs? Please explain.

RESPONSE: No. The term "building out" was not intended to mean the building of new facilities, but the use of existing facilities at another AT&T central office building. The "building out" would be the ordering of DS1 circuits (or possibly DS3 circuits), followed by the placing of associated trunk orders for the handling of traffic.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 13, lines 11-13. Is there ever an exception to the selective router as the "proper demarcation point"? Please explain why or why not.

RESPONSE: Yes. The exception would be if multiple POIs were utilized. The best initial location for a POI is the selective router location, but if a second, third or more POIs were required, then distributing these POIs would be necessary.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 14, lines 18-19. Please provide citations to where "Mr. Hicks is complaining that Intrado will not know when these changes will occur.

RESPONSE: Mr. Hicks' testimony implies that AT&T has no intention of notifying Intrado of network changes; however, Intrado's language in 911 NIM Section 5.3 proposes a mere 30 days notice, while AT&T's language proposes 120 days notice. AT&T typically notifies carriers at least six months prior to major network changes that will require other carriers to modify trunking to accommodate the change, e.g., a switch replacement.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please refer to AT&T witness Neinast's rebuttal testimony on page 15, lines 23-26. What "industry standards body" exists that would review new protocols and define "ALI interoperability"? If an "industry standards body" exists, does AT&T have any knowledge of new protocols proposed by Intrado or an Intrado-proposed definition of "ALI interoperability"? Please explain.

RESPONSE: The Alliance for Telecommunication Industry Solutions ("ATIS") is the standards body used to resolve interoperability issues between carriers and manufacturers of switching equipment. Below is an excerpt from the ATIS website that describes about ATIS:

> ATIS is committed to providing leadership for, and the rapid development and promotion of, worldwide technical and operations standards for information, entertainment and communications technologies using a pragmatic, flexible and open approach.
>
> ATIS prioritizes the industry's most pressing, technical and operational issues, and creates interoperable, implementable, end to end solutions -- standards when the industry needs them and where they need them.
>
> Over 1,100 industry professionals from more than 300 communications companies actively participate in ATIS' 22 industry committees and incubator solutions programs. ATIS develops standards and solutions addressing a wide range of industry issues in a manner that allocates and coordinates industry resources and produces the greatest return for communications companies.
>
> ATIS creates solutions that support the rollout of new products and services into the communications marketplace. Its standardization activities for wireless and wireline networks include interconnection standards, number portability, improved data transmission, Internet telephony, toll-free access, telecom fraud, and order and billing issues, among others. ATIS is accredited by the American National Standards Institute (ANSI).

AT&T has no knowledge of any new protocols or definition of ALI interoperability as proposed by Intrado. The agreed upon standard for definitions during negotiations for this interconnection agreement was NENA, unless further detail was required and was mutually agreed to by the parties. This term uses two separate definitions that each are defined, but together the meaning is unknown. AT&T rejects the use of the term without a proper definition, which at this time has not been proposed.

RESPONSE PROVIDED BY: Mark Neinast

EXHIBIT NO. 6

DOCKET NO.: 070736-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: Composite of Responses to Staff's Request for Production of Documents from AT&T

a.	Item Nos. 1-5 of AT&T's Responses to Staff's First Request for Production of Documents. (Portions of the response to Item No. 1 are proprietary, and are separately identified below)	001
b.	Item Nos. 6-15 of AT&T's Responses to Staff's Second Request for Production of Documents	230
c.	Item Nos. 16-29 of AT&T's Responses to Staff's Third Request for Production of Documents	248

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 6
COMPANY FPSC Staff
WITNESS Stip-6
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # STIP-6

DOCUMENTS REQUESTED

REQUEST: Please provide all documents that support your response to Interrogatory No. 17.

RESPONSE: AT&T Florida is providing responsive documents in the form of a CD-ROM. The information is proprietary, and is produced subject to a Notice of Intent that is being filed on this date.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide all documents that support your response to Interrogatory No. 25.

RESPONSE: The responsive documents are attached. These include Attachment 2, Section 1.2 (regarding unbundled network elements) and Attachment 3, Sections 3.3.2 and 4.5 (regarding interconnection) of AT&T Southeast's 9-State Interconnection Agreement that was attached to AT&T's January 15, 2008 Response to Intrado's Petition for Arbitration.

RESPONSE PROVIDED BY: P.H. Pellerin

AT&T-Intrado Arbitration FPSC Docket No. 070736-TP

AT&T Florida's Attachment to Staff's Request for Production of Documents Item No. 2

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 Introduction

1.1 Except as set forth in Exhibit 1 hereto, this Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements) and combinations of Network Elements (Combinations) that AT&T offers to Intrado for Intrado's provision of Telecommunications Services in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services AT&T makes available to Intrado (Other Services). Additionally, the provision of a particular Network Element or Other Service may require Intrado to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.

1.2 The rates for Network Elements, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable AT&T tariff or as negotiated by the Parties upon request by either Party. If Intrado purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.

1.3 In some cases, Commissions have ordered AT&T to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T, regardless of whether or not a disconnect order is issued by Intrado. Disconnect charges are set forth in the rate exhibit of this Attachment. Intrado may purchase and use Network Elements and Other Services from AT&T in accordance with 47 C.F.R § 51.309.

1.4 The Parties shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.5 Intrado shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services.

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to Intrado pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to Intrado pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T

(collectively "Conversion"). AT&T shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. AT&T 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 AT&T's receipt of a complete and accurate Conversion request from Intrado. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between Intrado and AT&T. 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. AT&T 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.

1.7 Except to the extent expressly provided otherwise in this Attachment, in all states, Intrado may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event AT&T determines that Intrado has in place any Arrangements after the Effective Date of this Agreement, AT&T will identify such Arrangements and provide Intrado with thirty (30) days written notice to disconnect or convert such Arrangements. For orders submitted by Intrado within such thirty (30) day period, AT&T will charge the applicable switch as is charge set forth in Exhibit A. If Intrado fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s), and shall charge Intrado all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. For all transitions pursuant to this Section 1.7 that require a physical rearrangement, AT&T shall charge any applicable nonrecurring installation charges. To the extent no tariff equivalent service exists, AT&T shall disconnect such facility or Arrangement. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.

1.7.1 In addition to the foregoing, for the state of Florida, the applicable recurring tariff charges shall apply to each circuit beginning the day following the thirty (30) day notice period.

1.7.2 Notwithstanding the foregoing, for the state of Georgia, those circuits for which Intrado failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.2 shall be subject to the applicable switch-as-is charges set forth in Exhibit A.

If an equivalent service is set forth in Exhibit 1, AT&T shall transition to such service. Otherwise, AT&T shall transition to the equivalent tariff service. To the extent no tariff equivalent service exists and no equivalent service is set forth in Exhibit 1, AT&T shall disconnect such facility or Arrangement. The applicable recurring 271 rate, resale or tariffed charge shall apply to each circuit as of March 11, 2006.

1.7.3 Notwithstanding the foregoing, for the state of North Carolina, those circuits for which Intrado failed to submit a disconnect or conversion order within such thirty (30) day period and are subsequently transitioned by AT&T pursuant to this Section 1.7.3 shall be subject to applicable switch-as-is charges.

1.7.4 Notwithstanding the foregoing, for the state of Alabama, the written notice provided by AT&T, as described in Section 1.7, must identify by circuit identification number the specific Arrangements to be converted or disconnected. If Intrado fails to dispute AT&T's identified Arrangements or fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s) subject to the Commission-established switch-as-is rate. The full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs will not apply to such conversions. However, the applicable recurring tariff charges shall apply to each circuit upon conversion.

1.7.5 Notwithstanding the foregoing, for the state of Louisiana, AT&T will provide Intrado with written notice identifying the specific Arrangements which must be converted or disconnected. Intrado shall have thirty (30) days from the date of the notice to submit orders to disconnect or convert the Arrangements. Those circuits to be converted to other AT&T services shall be subject to nonrecurring charges associated with that conversion. If Intrado disputes AT&T's identification of Arrangements to be disconnected or converted, Intrado shall send written notice of its dispute within thirty (30) days of AT&T's notice. AT&T shall not disconnect the disputed Arrangements while the dispute is being resolved. If the Parties are unable to reach a voluntary resolution of the dispute, they may petition the Commission for assistance. If Intrado does not dispute AT&T's identification of Arrangements and fails to submit orders to disconnect or convert such Arrangements within the established thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T services subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T services as set forth in AT&T's tariffs. The applicable recurring tariff charges shall apply to each circuit upon conversion.

1.8 AT&T's Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), located on the AT&T Interconnection Web site designates those wire centers that, in accordance with state Commission orders, met the FCC's established criteria for

non-impairment, as of March 11, 2005, where certain high capacity (DS1 and above) Loops and high capacity Dedicated Transport are no longer available as Network Elements. AT&T's List of Unimpaired Wire Centers in Kentucky and Tennessee (AT&T's List of Unimpaired Wire Centers), also located on the AT&T Interconnection Web site, are those wire centers that AT&T proposed met the FCC's established criteria for non-impairment as of March 11, 2005 but have not yet been approved by these respective Commissions. The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers shall be subject to modification and/or the addition of wire centers without amendment to this Agreement upon subsequent orders from state Commissions in the respective generic dockets establishing the wire centers that as of March 11, 2005, were unimpaired. Notification of such modification, addition or deletion of wire centers shall be made via AT&T's Carrier Notification process on AT&T's Interconnection Web site. Upon the Effective Date of this Agreement, Intrado may not place any new orders for high capacity Dedicated Transport or high capacity Loops, as applicable, in those wire centers listed on the Master List of Unimpaired Wire Centers. In those wire centers set forth on AT&T's List of Unimpaired Wire Centers, Intrado may place new orders for high capacity Loops and high capacity Dedicated Transport pursuant to Section 1.8.1 (self-certification) until such wire centers are approved by the Commissions. To the extent Intrado placed orders after March 10, 2005 for high capacity Loops or high capacity Dedicated Transport in wire centers designated on the Master List of Unimpaired Wire Centers, as amended as specified above, within thirty (30) days after the Effective Date of this Agreement, or in the case of additions to the Master List of Unimpaired Wire Centers, within thirty (30) days after the notice of such addition, Intrado shall submit an LSR(s) or spreadsheet(s), as applicable, identifying those non-compliant circuits to be disconnected or converted to the equivalent AT&T tariffed service or, in the state of Georgia, to the equivalent 271 service set forth in Exhibit 1. AT&T shall bill Intrado the difference between the UNE recurring rates for such circuits pursuant to this Agreement and the applicable recurring charges for the equivalent AT&T tariffed service or 271 service in the state of Georgia from the date UNE circuit was installed in the unimpaired wire center to the date the circuit is disconnected or transitioned to the equivalent AT&T tariffed service. If Intrado fails to submit an LSR or spreadsheet identifying such de-listed circuits within thirty (30) days as set forth above, AT&T will identify such circuits and convert them to the equivalent AT&T tariffed service, and charge Intrado applicable disconnect charges for the UNE circuit and the difference between the UNE recurring rate billed for such circuit and the full non-recurring and recurring charges for the tariffed service from the date the UNE circuit was installed in the unimpaired wire center to the date the circuit is transitioned to the equivalent AT&T tariffed service. To the extent there is no equivalent AT&T tariffed service for the de-listed UNE circuit, AT&T will disconnect the circuit and bill Intrado full disconnect charges.

1.8.1 Prior to submitting an order pursuant to this Agreement for high capacity Dedicated Transport or high capacity Loops, Intrado shall undertake a reasonably diligent inquiry to determine whether Intrado is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, Intrado self-certifies that to the best of Intrado's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, except in wire centers set forth on the Master List of Unimpaired Wire Centers, or AT&T's List of Unimpaired Wire Centers, AT&T shall process the request in reliance upon Intrado's self-certification. To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T's favor, AT&T shall bill Intrado the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T's favor, Intrado shall submit an LSR(s) or spreadsheet(s) identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

1.8.2 In the event that (1) AT&T designated a wire center as unimpaired as set forth on the Master List of Unimpaired Wire Centers on the AT&T Interconnection Web site, or AT&T's List of Unimpaired Wire Centers, (2) as a result of such designation, Intrado converted high capacity Dedicated Transport or high capacity Loops to other services or ordered new services as services other than high capacity Dedicated Transport or high capacity Loop Network Elements subsequent to March 10, 2005, (3) Intrado otherwise would have been entitled to high capacity Dedicated Transport or high capacity Loops in such wire center at the time such alternative services were provisioned, and (4) AT&T acknowledges, or a state or federal regulatory body with authority determines, that, at the time AT&T designated such wire center as unimpaired, such wire center did not meet the FCC's unimpairment criteria, then upon request of Intrado consistent with the applicable ordering processes as reflected in the Guides located on AT&T's Interconnection Web site no later than sixty (60) days after AT&T acknowledges or the state or federal regulatory body issues an order making such a finding, AT&T shall transition to high capacity Dedicated Transport or high capacity Loops, as appropriate, any alternative services in such wire center that were established after such wire center was designated as unimpaired. In such instances, AT&T shall refund to Intrado the difference between the rate paid by Intrado for such services and the applicable rates set forth herein for high capacity Dedicated Transport or high capacity Loops, including but not limited to any charges associated with the Conversion (as defined in Section 1.6 above) from high capacity Dedicated Transport or high capacity Loops to other wholesale services,

if applicable, for the period from the later of March 11, 2005, or the date the circuit became a wholesale service to the date the circuit is transitioned to high capacity Dedicated Transport or high capacity Loop as described in this Section.

1.9 Intrado may utilize Network Elements and Other Services to provide services in accordance with this Agreement, as long as such services are consistent with industry standards and applicable AT&T Technical References.

1.10 AT&T 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 AT&T has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A, then AT&T shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the service quality measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If AT&T 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. AT&T will provide a price quote for the request and, upon receipt of payment from Intrado, AT&T shall perform the RNM.

1.10.1 Notwithstanding the foregoing, for the states of Alabama and Georgia, AT&T shall perform RNM at no additional charge, provided however, for any RNM performed by AT&T for which costs are not recovered through existing rates, AT&T can seek resolution from the Commission.

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 Intrado has obtained at wholesale from AT&T, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. Intrado 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, AT&T 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 AT&T; or (2) shares part of AT&T's network with access services or inputs for mobile wireless services and/or interexchange services.

1.11.3 Except for the state of Georgia, notwithstanding any other provision of this Agreement, AT&T shall not be obligated to commingle or combine, pursuant to this Agreement, Network Elements or Combinations with any service, network element or other offering that it is obligated to make available pursuant only to Section 271 of the Act.

1.11.4 Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates, rates set forth in a separate agreement between the Parties, or in the state of Georgia only, in accordance with the rates set forth in Exhibit 1 of this Attachment, as applicable.

1.11.5 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit. Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

1.11.6 The Commingling process and requirements 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.

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, Intrado should refer to the "Guides" section of the AT&T 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 AT&T's Interconnection Web site.

1.13.3 The provisioning of Network Elements, Combinations and Other Services to Intrado'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 Intrado'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 Attachment 4.

1.13.4 Testing/Trouble Reporting

1.13.4.1 Intrado will be responsible for testing and isolating troubles on Network Elements. Intrado must test and isolate trouble to the AT&T network before reporting the trouble to the Network Elements Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from AT&T at the time of the trouble report, Intrado will be required to provide the results of the Intrado test which indicate a problem on the AT&T network.

1.13.4.2 Once Intrado has isolated a trouble to the AT&T network, and has issued a trouble report to AT&T, AT&T will take the actions necessary to repair the Network Element when trouble is found. AT&T will repair its network facilities to its wholesale customers in the same time frames that AT&T repairs similar services to its retail customers.

1.13.4.3 If Intrado reports a trouble on an AT&T Network Element and no trouble is found in AT&T's network, AT&T will charge Intrado a Maintenance of Service Charge for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Network Element's working status. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

1.13.4.4 In the event AT&T must dispatch to the customer's location more than once due to incorrect or incomplete information provided by Intrado (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill Intrado for each additional dispatch required to repair the Network Element due to the incorrect/incomplete information provided. AT&T will assess the applicable Maintenance of Service rates from BellSouth's FCC No.1 Tariff, Section 13.3.1.

2 Loops

2.1 General. The local loop Network Element is defined as a transmission facility that AT&T provides pursuant to this Attachment between a distribution frame (or its equivalent) in AT&T's central office and the loop demarcation point at a customer premises (Loop). Facilities that do not terminate at a demarcation point at a customer 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. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the customer's premises, including inside wire owned or controlled by AT&T. Intrado shall purchase the

entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, AT&T shall not subdivide the frequency of the Loop.

2.1.1 The Loop does not include any packet switched features, functions or capabilities.

2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving a customer'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 customer'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 customer's premises.

2.1.2.1 In new build (Greenfield) areas, where AT&T has only deployed FTTH/FTTC facilities, AT&T is under no obligation to provide 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 customer in the MDU.

2.1.2.2 In FTTH/FTTC overbuild situations where AT&T also has copper Loops, AT&T will make those copper Loops available to Intrado on an unbundled basis, until such time as AT&T chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, AT&T will offer a sixty-four (64) kilobits per second (kbps) voice grade channel over its FTTH/FTTC facilities.

2.1.2.3 Notwithstanding the foregoing, in the states of Alabama and Louisiana, AT&T shall make available DS1 and DS3 Loops in any wire center where AT&T is required to provide such Loop facilities. In the states of North Carolina and South Carolina, AT&T shall make available DS1 Loops in any wire center where AT&T is required to provide such Loop facilities.

2.1.2.4 Furthermore, in FTTH/FTTC overbuild areas where AT&T has not yet retired copper facilities, AT&T 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 Intrado. If a request is received by AT&T for a copper Loop, and the copper facilities have not yet been retired, AT&T will restore the copper Loop to serviceable condition if technically feasible. Except for the state of Georgia, in these instances of Loop orders in an FTTH/FTTC overbuild area, AT&T'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. For the state of Georgia, in these instances of Loop orders in an

FTTH/FTTC overbuild area, AT&T's standard Loop provisioning interval will apply.

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. AT&T shall provide Intrado access to hybrid Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2). AT&T is not required to provide access to the packet switched features, functions and capabilities of its hybrid Loops.

2.1.3.1 AT&T 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.

2.1.4 DS1 and DS3 Loop Requirements

2.1.4.1 For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

2.1.4.2 For purposes of this Section 2, a "Fiber-Based Collocator" is defined in 47 C.F.R. § 51.5.

2.1.4.3 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available DS1 and DS3 Loops as described in this Agreement, except in any wire center meeting the criteria described below:

2.1.4.3.1 DS1 Loops at any location within the service area of a wire center containing sixty thousand (60,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.3.2 DS3 Loops at any location within the service area of a wire center containing thirty-eight thousand (38,000) or more Business Lines and four (4) or more fiber-based collocators.

2.1.4.4 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers as described in Section 1.8 sets forth the list of wire centers meeting the criteria set forth in Sections 2.1.4.3.1 and 2.1.4.3.2 above as of March 11, 2005.

2.1.4.5 Once any wire center exceeds both of the thresholds set forth in Section 2.1.4.3.1 above, no future DS1 Loop unbundling will be required in that wire center.

2.1.4.6 Once any wire center exceeds both of the thresholds set forth in Section 2.1.4.3.2 above, no future DS3 Loop unbundling will be required in that wire center.

2.1.4.7 Modifications and Updates to the Wire Center Lists and Subsequent Transition Periods

2.1.4.7.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 2.1.4.3 above but that were not included in the Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures set forth in applicable Commission orders.

2.1.4.7.2 Intrado shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

2.1.4.7.2.1 For purposes of Section 2.1.4.7 above, AT&T shall make available DS1 and DS3 Loops that were in service for Intrado in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

2.1.4.7.2.2 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

2.1.4.7.2.3 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, Intrado shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.

2.1.4.7.2.3.1 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

2.1.4.7.2.3.2 If Intrado fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Intrado's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service(s) set forth in Exhibit 1. In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the

full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia, and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

2.1.4.7.2.3.3 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.7.2.3 above or transitioned pursuant to Section 2.1.4.7.2.3.2 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.1.5 Where facilities are available, AT&T will install Loops in compliance with AT&T's Products and Services Interval Guide available at AT&T's Interconnection Web site. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination (OC) as described below will be handled on a project basis, and the intervals will be set by the AT&T project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.6 The Loop shall be provided to Intrado in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.7 AT&T will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.

2.1.7.1 When an AT&T technician is required to be dispatched to provision the Loop, AT&T will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, AT&T will tag the Loop on the next required visit to the customer's location. If Intrado wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), Intrado may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A.

2.1.7.2 For voice grade Loop orders (or orders for Loops intended to provide voice grade services), Intrado shall have dial-tone available for that Loop forty-eight (48) hours prior to the Loop order completion due date. This applies to all conversions from one provider to another provider as well as Service Rearrangements as set forth in Section 2.1.12. Where Intrado dial-tone is not available on the conversion date the Loop will not be cut over and the Loop order will be returned to Intrado for rescheduling.

2.1.8 OC and Order Coordination-Time Specific (OC-TS)

2.1.8.1 OC allows AT&T and Intrado to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Intrado's facilities to limit customer service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the customer. OC for physical conversions will be scheduled at AT&T's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.8.2 OC-TS allows Intrado to order a specific time for OC to take place. AT&T will make commercially reasonable efforts to accommodate Intrado's specific conversion time request. However, AT&T reserves the right to negotiate with Intrado a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. Intrado may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Intrado specifies a time outside this window, or selects a time or quantity of Loops that requires AT&T technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in AT&T's intrastate Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per LSR basis.

2.1.9

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Intrado must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.1.10 CLEC to CLEC Conversions for Unbundled Loops

2.1.10.1 The CLEC to CLEC conversion process for Loops may be used by Intrado when converting an existing Loop from another CLEC for the same customer. The Loop type being converted must be included in Intrado's Agreement before requesting a conversion.

2.1.10.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same customer location from the same serving wire center, and must not require an outside dispatch to provision.

2.1.10.3 The Loops converted to Intrado pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Agreement for the specific Loop type.

2.1.11 Bulk Migration

2.1.11.1 AT&T will make available to Intrado a Bulk Migration process pursuant to which Intrado may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations 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 AT&T CLEC Information Package. The CLEC Information Package is located on AT&T's Interconnection Web site. 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, OSS charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems will be migrated pursuant to Section 2.6 below.

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

2.1.12 Unbundled Loop (DS1 and below) Service Rearrangements

2.1.12.1 The Unbundled Loop Service Rearrangement processes will allow changes to be made to a working Loop facility assignment within the same end-user serving wire center. Service Rearrangements will result in service outages to the customer during the time the Loop is being moved.

2.1.12.2 An Unbundled Loop Service Rearrangement connecting facility change (CFC) allows Intrado to change its installed Loop from one working facility assignment to another facility assignment. CFC includes Connecting Facility Assignment (CFA) and Cable ID & Pair changes within same collocation arrangement or from collocation to collocation. CFA changes are allowed within the same multiplexer or from one multiplexer to another multiplexer. For a CFC, the Loop class of service, Loop type and the customer must remain the same.

2.1.12.3 An Unbundled Loop Service Rearrangement connecting facility move (CFM) allows Intrado to move the Loop facility assignment from a collocation

arrangement to a multiplexer or from a multiplexer to a collocation arrangement. CFMs require a change to the Loop basic class of service. The Loop type and the customer must remain the same.

2.1.12.4 For Unbundled Loop Service Rearrangements, AT&T shall charge the applicable "Service Rearrangement change in Loop facility" rate found in Exhibit A.

2.1.12.5 The Unbundled Loop Service Rearrangement process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.

2.1.13 EEL to Loop Retermination

2.1.13.1 Intrado may utilize the EEL to Loop Retermination process to disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the end-user's Serving Wire Center (EU SWC).

2.1.13.2 This process is available when the existing Loop portion of the EEL will be re-used and the resulting Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

2.1.13.3 AT&T shall charge the applicable EEL to Loop Retermination rates found in Exhibit A. Intrado shall also be charged applicable manual service order, collocation cross-connect and EEL (including the Transport and Loop portions of the EEL) disconnect charges as set forth in Exhibit A of this Attachment.

2.1.13.4 The EEL to Loop Retermination process is not available when a dispatch outside the serving wire center where the Loop terminates is required. If an outside dispatch is required, or if the Loop portion of the EEL is not one of the Loop types referenced in Section 2.1.13.2 above, or if Intrado elects not to utilize the EEL to Loop Retermination process, Intrado must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, Intrado will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

2.1.13.5 The EEL to Loop Retermination process and requirements will be handled in accordance with the guidelines set forth in the Ordering Guidelines and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 above.

2.2 Unbundled Voice Loops (UVLs)

2.2.1 AT&T shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed);

2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed); or

2.2.1.3 4-wire Analog Voice Grade Loop (Designed).

2.2.2 UVL may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, AT&T will only ensure that the newly provided facility will support voice grade services. AT&T will not guarantee that Intrado will be able to continue to provide any advanced services over the new facility. AT&T will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1). Loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by Intrado, however, OC is always required on UCLs that involve the reuse of facilities that are currently providing service. Intrado may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that AT&T normally activates POTS-type Loops for its customers.

2.2.4 For an additional charge AT&T will make available Loop Testing so that Intrado may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A.

2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2). Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to Intrado. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow Intrado to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, AT&T will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 Unbundled Digital Loops

2.3.1 AT&T will offer UDLs. UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 AT&T shall make available the following UDLs, subject to restrictions set forth herein:

2.3.2.1 2-wire Unbundled ISDN Digital Loop;

2.3.2.2 2-wire Unbundled ADSL Compatible Loop;

2.3.2.3 2-wire Unbundled HDSL Compatible Loop;

2.3.2.4 4-wire Unbundled HDSL Compatible Loop;

2.3.2.5 4-wire Unbundled DS1 Digital Loop;

2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below;

2.3.2.7 DS3 Loop; or

2.3.2.8 STS-1 Loop.

2.3.3 2-wire Unbundled ISDN Digital Loops. These will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. Intrado will be responsible for providing AT&T with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and customer. With the SPID, AT&T will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.3.4 2-wire ADSL-Compatible Loop. This is a designed Loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to eighteen thousand (18,000) feet long and may have up to six thousand (6,000) feet of bridged tap (inclusive of Loop length). The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.

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 twelve thousand (12,000) feet long and may have up to twenty-five hundred (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.

2.3.6 4-wire Unbundled DS1 Digital Loop.

2.3.6.1 This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the customer's location. For the purposes of AT&T's unbundling obligations pursuant to this Agreement, for the states of Alabama, Florida, Georgia, Mississippi and South Carolina, 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. For the state of Louisiana, DS1 Loops include 2-wire and 4-wire HDSL-Compatible Loops to which the necessary electronics have been added to provide service speeds of 1.544 megabytes per second.

2.3.6.2 AT&T shall not provide more than ten (10) unbundled DS1 Loops to Intrado at any single building in which DS1 Loops are available as unbundled Loops.

2.3.7 4-wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as sixty-four (64)kbps, fifty-six (56)kbps, nineteen (19)kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of forty-four point seven thirty-six (44.736) megabits per second (Mbps) that is dedicated to the use of the ordering CLEC. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. For the purpose of AT&T's unbundling obligations pursuant to this Agreement, DS3 Loops include STS-1 Loops.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of fifty-one point eighty-four (51.84) Mbps. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 Both DS3 Loop and STS-1 Loop require a SI in order to ascertain availability.

2.3.11 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one (1) mile applies. AT&T's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.

2.3.12 Intrado may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.

2.4 Unbundled Copper Loops (UCL).

2.4.1 AT&T shall make available UCLs. The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two (2) types – Designed and Non-Designed.

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2-wire or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.4.2.2 A UCL-D will be eighteen thousand (18,000) feet or less in length and is provisioned according to Resistance Design parameters, may have up to six thousand (6,000) feet of bridged tap and will have up to thirteen hundred (1300) Ohms of resistance.

2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by Intrado.

2.4.2.4 These Loops are not intended to support any particular services and may be utilized by Intrado to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.4.3.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from AT&T's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to six thousand (6,000) feet of bridged tap

between the customer's premises and the serving wire center. The UCL-ND typically will be thirteen hundred (1300) Ohms resistance and in most cases will not exceed eighteen thousand (18,000) feet in length, although the UCL-ND will not have a specific length limitation. For Loops less than eighteen thousand (18,000) feet and with less than thirteen hundred (1300) Ohms resistance, the Loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 The UCL-ND facilities may be mechanically assigned using AT&T's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, Intrado can request LMU for which additional charges would apply.

2.4.3.3 For an additional charge, AT&T also will make available Loop Testing so that Intrado may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A.

2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by Intrado to provide a wide-range of telecommunications services as long as those services do not adversely affect AT&T's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of AT&T facilities. OC-TS does not apply to this product.

2.4.3.6 Intrado may use AT&T's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the AT&T network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

2.5 Unbundled Loop Modifications (Line Conditioning)

2.5.1 Line Conditioning is defined as routine network modification that AT&T 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 AT&T's TR 73600 Unbundled Local Loop Technical Specification. AT&T shall provide Line

Conditioning on Loops, as requested by Intrado, even in instances where AT&T does not provide advanced services to the end user on that Loop.

2.5.2 AT&T will remove load coils only on copper Loops that are equal to or less than eighteen thousand (18,000) feet in length. AT&T will remove load coils on copper Subloops where the total loop distance (feeder plus distribution) from the AT&T central office to the end user is equal to or less than 18,000 feet or, if there is no copper feeder, the distance from the remote terminal (RT) to the end user is equal to or less than 18,000 feet.

2.5.3 For any copper loop being ordered by Intrado which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from Intrado, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to Intrado. Loop conditioning orders that require the removal of bridged tap 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.

2.5.4 Intrado 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 AT&T's SC Process as mutually agreed to by the Parties.

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

2.5.6 AT&T 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.

2.5.7 If Intrado requests ULM on a reserved facility for a new Loop order, AT&T 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. Intrado will not be charged for ULM if a different Loop is provisioned. For Loops that require a DLR or its equivalent, AT&T will provide LMU detail of the Loop provisioned.

2.5.8 Intrado 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 Intrado desires AT&T to condition.

2.5.9 When requesting ULM for a Loop that AT&T has previously provisioned for Intrado, Intrado will submit a SI to AT&T. If a spare Loop facility that meets the Loop modification specifications requested by Intrado is available at the location for which the ULM was requested, Intrado will have the option to change the

Loop facility to the qualifying spare facility rather than to provide ULM. In the event that AT&T changes the Loop facility in lieu of providing ULM, Intrado will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.6 Loop Provisioning Involving IDLC

2.6.1 Where Intrado has requested an Unbundled Loop and AT&T uses IDLC systems to provide the local service to the customer and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to Intrado. If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T will implement one of the following alternative arrangements for Intrado (e.g., hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross-Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.2.1 If no alternate facility is available, and upon request from Intrado, and if agreed to by both Parties, AT&T may utilize its SC process to determine the additional costs required to provision facilities. Intrado will then have the option of paying the one-time SC rates to place the Loop.

2.7 Network Interface Device

2.7.1 The NID is defined as any means of interconnection of the customer's customer premises wiring to AT&T's distribution plant, such as a cross-connect device used for that purpose. The NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two (2) independent chambers or divisions that separate the service provider's network from the customer's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the customer each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 AT&T shall permit Intrado to connect Intrado's Loop facilities to the customer's customer premises wiring through the AT&T NID or at any other technically feasible point.

2.7.3 Access to NID

2.7.3.1 Intrado may access the customer's premises wiring by any of the following means and Intrado shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 AT&T shall allow Intrado to connect its Loops directly to AT&T's multi-line residential NID enclosures that have additional space and are not used by AT&T or any other telecommunications carriers to provide service to the premises;

2.7.3.1.2 Where an adequate length of the customer's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.3.1.4 Intrado may request AT&T to make other rearrangements to the customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Intrado's responsibility to ensure there is no safety hazard, and Intrado will hold AT&T harmless for any liability associated with the removal of the AT&T Loop from the AT&T NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

2.7.3.3 Intrado shall not remove or disconnect ground wires from AT&T's NIDs, enclosures, or protectors.

2.7.3.4 Intrado shall not remove or disconnect NID modules, protectors, or terminals from AT&T's NID enclosures.

2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, AT&T will work with Intrado to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.4 Technical Requirements

2.7.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the customer's customer premises and the distribution media and/or cross-connect to Intrado's NID.

2.7.4.3 Existing AT&T NIDs will be operational and provided in "as is" condition. Intrado may request AT&T to do additional work to the NID on a time and material basis. When Intrado deploys its own local loops in a multiple-line termination device, Intrado shall specify the quantity of NID connections that it requires within such device.

2.8 Subloop Distribution Elements.

2.8.1 Where facilities permit, AT&T shall offer access to its Unbundled Subloop Distribution (USLD) elements in accordance with 47 C.F.R. § 51.319(b) as specified herein.

2.8.2 Unbundled Subloop Distribution

2.8.2.1 The USLD facility is a dedicated transmission facility that AT&T provides from a customer's point of demarcation to an AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The USLD media is a copper twisted pair that can be provisioned as a 2-wire or 4-wire facility. AT&T will make available the following subloop distribution offerings where facilities exist:

USLD – Voice Grade (USLD-VG)
Unbundled Copper Subloop (UCSL)
USLD – Intrabuilding Network Cable (USLD-INC (aka riser cable))

2.8.2.2 USLD-VG is a copper subloop facility from the cross-box in the field up to and including the point of demarcation at the customer's premises and may have load coils.

2.8.2.3 UCSL is a copper facility eighteen thousand (18,000) feet or less in length provided from the cross-box in the field up to and including the customer's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the customer and the cross-box.

2.8.2.3.1 If Intrado requests a UCSL and it is not available, Intrado may request the copper Subloop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.4 USLD-INC is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the customer's premises.

2.8.2.4.1 Upon request for USLD-INC from Intrado, AT&T will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T will place cross-connect blocks in twenty five (25) pair increments for Intrado's use on this cross-connect panel. Intrado will be responsible for connecting its facilities to the twenty five (25) pair cross-connect block(s).

2.8.2.5 For access to Voice Grade USLD and UCSL, Intrado shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in Attachment 4. This cable would be connected by an AT&T technician within the AT&T cross-box during the set-up process. Intrado's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.

2.8.2.6 Through the SI process, AT&T will determine whether access to USLs at the location requested by Intrado is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Intrado's request, then AT&T will perform the site set-up as described in the CLEC Information Package, located at AT&T's Interconnection Web site.

2.8.2.7 The site set-up must be completed before Intrado can order Subloop pairs. For the site set-up in an AT&T cross-connect box in the field, AT&T will perform the necessary work to splice Intrado's cable into the cross-connect box. For the site

set-up inside a building equipment room, AT&T will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.8 Once the site set-up is complete, Intrado will request Subloop pairs through submission of a LSR form to the LCSC. OC is required with USL pair provisioning when Intrado requests reuse of an existing facility, and the OC charge shall be billed in addition to the USL pair rate. For expedite requests by Intrado for Subloop pairs, expedite charges will apply for intervals less than five (5) days.

2.8.2.9 USLs will be provided in accordance with AT&T's TR 73600 Unbundled Local Loop Technical Specifications.

2.8.3 Unbundled Network Terminating Wire (UNTW)

2.8.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 This element will be provided in MDUs and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the customer's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the customer's premises, where a third party owns the wiring to the customer's premises.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 In existing MDUs and/or MTUs in which AT&T does not own or control wiring (INC/NTW) to the customers premises, and Intrado does own or control such wiring, Intrado will install UNTW Access Terminals for AT&T under the same terms and conditions as AT&T provides UNTW Access Terminals to Intrado.

2.8.3.3.4 In situations in which AT&T activates a UNTW pair, AT&T will compensate Intrado for each pair activated commensurate to the price specified in Intrado's Agreement.

2.8.3.3.5 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the customer has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by the Provisioning Party, the Requesting Party is responsible for ensuring the customer is no longer using the Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.6 Access Terminal installation intervals will be established on an individual case basis.

2.8.3.3.7 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) days after completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

2.8.3.3.8 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.

2.8.3.3.9 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that customer if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party

will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.10 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least ten percent (10%) of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.11 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the customer began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 Loop Makeup

2.9.1 Description of Service

2.9.1.1 AT&T shall make available to Intrado LMU information with respect to Loops that are required to be unbundled under this Agreement so that Intrado can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Intrado intends to install and the services Intrado wishes to provide. LMU is a preordering transaction, distinct from Intrado ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.9.1.2 AT&T will provide Intrado LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.

2.9.1.3 AT&T's LMU information is provided to Intrado as it exists either in AT&T's databases or in its hard copy facility records. AT&T does not guarantee accuracy or reliability of the LMU information provided.

2.9.1.4 AT&T's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either AT&T or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a

facility used or controlled by another CLEC unless AT&T receives a LOA from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.9.1.5 Intrado may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T Loop as long as that equipment does not disrupt other services on the AT&T network. The determination shall be made solely by Intrado and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (e.g., ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Intrado's ability to provide advanced data services over the ordered Loop type. Furthermore, the LMU information for Loops other than copper-only Loops (e.g., ADSL, UCL-ND, etc.) that support xDSL services, is subject to change at any time due to modifications and/or upgrades to AT&T's network. Except as set forth in Section 2.9.1.6 below, copper-only Loops will not be subject to change due to modification and/or upgrades to AT&T's network and will remain on copper facilities until the Loop is disconnected by Intrado or the customer, or until AT&T retires the copper facilities via the FCC's and any applicable Commission's requirements. Intrado is fully responsible for any of its service configurations that may differ from AT&T's technical standard for the Loop type ordered.

2.9.1.6 If AT&T retires its copper facilities using 47 C.F.R § 51.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, AT&T will notify Intrado, according to the applicable network disclosure requirements. It will be Intrado's responsibility to move any service it may provide over such facilities to alternative facilities. If Intrado fails to move the service to alternative facilities by the date in the network disclosure notice, AT&T may terminate the service to complete the network change.

2.9.2 Submitting LMUSI

2.9.2.1 Intrado may obtain LMU information and reserve facilities by submitting a mechanized LMU query or a manual LMUSI according to the terms and conditions as described in the LMU CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at the "CLEC UNE Product" on AT&T's Interconnection Web site. After obtaining the Loop information from the mechanized LMU process, if Intrado needs further Loop information in order to determine Loop service capability, Intrado may initiate a separate Manual SI for a separate nonrecurring charge as set forth in Exhibit A.

2.9.2.2 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by AT&T. Intrado will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, Intrado does not reserve facilities upon an initial LMUSI, Intrado's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A.

2.9.2.3 Where Intrado has reserved multiple Loop facilities on a single reservation, Intrado may not specify which facility shall be provisioned when submitting the LSR. For those occasions, AT&T will assign to Intrado, subject to availability, a facility that meets the AT&T technical standards of the AT&T type Loop as ordered by Intrado.

2.9.2.4 Charges for preordering manual LMUSI or mechanized LMU are separate from any charges associated with ordering other services from AT&T.

3 Line Splitting

3.1 Line splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to deliver voice and data service to customers over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. AT&T will provide Line Splitting over a Loop (UNE-L) purchased by Intrado pursuant to this Agreement.

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

3.3 AT&T must make all necessary network modifications, including providing nondiscriminatory access to OSS necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for Loops used in line splitting arrangements. The Parties may use the Change Control Process to address necessary OSS modifications.

3.4 Provisioning Line Splitting – UNE-L

3.4.1 The Voice CLEC provides the splitter when providing Line Splitting with UNE-L. When Intrado owns the splitter, Line Splitting requires the following: a loop from NID at the customer's location to the serving wire center and terminating into a distribution frame or its equivalent.

3.4.2 An unloaded 2-wire copper Loop must serve the customer. 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.

3.4.3 To order Line Splitting utilizing UNE-L on a particular Loop, Intrado must have a DSLAM collocated in the central office that serves the customer of such Loop.

3.4.4 Intrado may purchase, install and maintain central office POTS splitters in its collocation arrangements. Intrado may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the high frequency spectrum of the UNE-L. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.5 Maintenance – Line Splitting – UNE-L

3.5.1 AT&T will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the customer's premises and the termination point.

3.5.2 Intrado shall indemnify, defend and hold harmless AT&T from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by AT&T's gross negligence or willful misconduct.

3.5.3 For the state of Alabama, the following rights are in addition to the general indemnification rights set forth above:

3.5.3.1 PROVIDED, HOWEVER, that all amounts advanced in respect of such claims, losses and costs shall be repaid to Intrado by AT&T if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that AT&T is not entitled to be indemnified for such claims, losses and costs because the Claims, Losses and Costs arose as a result of AT&T's gross negligence or willful misconduct.

3.5.3.2 AT&T will indemnify, defend and hold harmless Intrado from and against any Claims, Losses and Costs which arise out of actions related to the other service provider (i.e. CLEC party to the line splitting arrangement who is not Intrado brought against Intrado to the extent such Claim alleges that the cause of Claim, Loss and Cost was found to be the result of AT&T's gross negligence or willful misconduct.

3.5.3.3 PROVIDED, HOWEVER, that AT&T shall have no obligation to indemnify Intrado under this section unless Intrado provides AT&T with prompt written

notice of any such Claim; Intrado permits AT&T to assume and control the defense to such action, with counsel chosen by AT&T; and AT&T does not enter into any settlement or compromise of such Claim.

3.5.3.4 PROVIDED, HOWEVER, that all amounts advanced in respect of such Claims, Losses and Costs shall be repaid to AT&T by Intrado if it shall ultimately be determined in a final judgment without further appeal by a court of appropriate jurisdiction that Intrado is not entitled to be indemnified for such Claims, Losses and Costs because the Claims, Losses and Costs did not arises as a result of AT&T's gross negligence or willful misconduct.

3.5.3.5 Definitions:

3.5.3.5.1 "Claim" means any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation that AT&T or Intrado in good faith believes might lead to the institution of any such action, suit or proceeding.

3.5.3.5.2 "Loss" means any and all damages, injuries, judgments, fines penalties, amounts paid or payable in settlement, deficiencies, and expenses (including all interest, assessments, and other charges paid or payable in connection with or respect of such Losses) incurred in connection with the Claim.

3.5.3.5.3 "Costs" means all reasonable attorney's fees and all other reasonable fees, expenses and obligations paid or incurred in connection with the Claim or related matters, including without limitation, investigating, defending, or participating (as a party, witness or otherwise) in (including on appeal), or preparing to defend or participate in any Claim.

3.6 Line Splitting – Loop and Port for the states of Georgia and North Carolina only

3.6.1 To the extent Intrado is using a commingled arrangement that consists of a Loop purchased pursuant to this Agreement and Local Switching provided by AT&T pursuant to Section 271, AT&T will permit Intrado to utilize Line Splitting. AT&T shall charge the applicable line splitting rates set forth in Exhibit A of this Agreement.

3.6.2 Intrado shall provide AT&T with a signed LOA between it and the third party CLEC (Data CLEC or Voice CLEC) with which it desires to provision Line Splitting services, where Intrado will not provide voice and data services.

3.6.3 Provisioning Line Splitting and Splitter Space – Loop and Port

3.6.3.1 The Data LEC, Voice CLEC, or a third party may provide the splitter. When Intrado 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 customer's location; a collocation cross-connection connecting the Loop to the collocation space; and a second collocation cross-connection from the collocation space connected to a voice port.

3.6.3.2 An unloaded 2-wire copper Loop must serve the customer. The meet point for the Voice CLEC and the Data CLEC is the point of termination on the MDF for the Data CLEC's cable and pairs.

3.6.4 CLEC Provided Splitter – Line Splitting – Loop and Port

3.6.4.1 Intrado or its authorized agent may purchase, install and maintain central office line splitters in its collocation arrangements. Intrado or its authorized agent 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.

3.6.4.2 Any splitters installed by Intrado or its authorized agent in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. Intrado or its authorized agent may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.

3.6.5 Maintenance – Line Splitting – Loop and Port

3.6.5.1 AT&T will be responsible for repairing troubles with the physical Loop between the NID at the customer's premises and the termination point.

4 Unbundled Network Element Combinations

4.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by Intrado are in fact already combined by AT&T in the AT&T network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by Intrado are not already combined by AT&T in the location requested by Intrado but are elements that are typically combined in AT&T's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by Intrado are not elements that AT&T combines for its use in its network.

4.1.1 Except as otherwise set forth in this Agreement, upon request, AT&T shall perform the functions necessary to combine Network Elements that AT&T is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in AT&T's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with AT&T's network.

4.1.2 To the extent Intrado requests a Combination for which AT&T does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

4.2 Rates

4.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

4.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

4.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of Intrado.

4.3 Enhanced Extended Links (EELs)

4.3.1 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. AT&T shall provide Intrado 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.

4.3.2 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).

4.3.3 By placing an order for a high-capacity EEL, Intrado 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 Network Element. AT&T shall have the right to audit Intrado's high-capacity EELs as specified below.

4.3.4 Service Eligibility Criteria

4.3.4.1 High capacity EELs must comply with the following service eligibility requirements. Intrado must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

4.3.4.1.1 Intrado has received state certification to provide local voice service in the area being served;

4.3.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

4.3.4.2.1 1) Each circuit to be provided to each customer will be assigned a local number prior to the provision of service over that circuit;

4.3.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

4.3.4.2.3 3) Each circuit to be provided to each customer will have 911 or E911 capability prior to provision of service over that circuit;

4.3.4.2.4 4) Each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

4.3.4.2.5 5) Each circuit to be provided to each customer will be served by an interconnection trunk over which Intrado will transmit the calling party's number in connection with calls exchanged over the trunk;

4.3.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, Intrado will have at least one (1) active DS1 local service interconnection trunk over which Intrado will transmit the calling party's number in connection with calls exchanged over the trunk; and

4.3.4.2.7 7) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.

4.3.4.3 AT&T may, on an annual basis, audit Intrado's records in order to verify compliance with the qualifying service eligibility criteria. To invoke the audit, AT&T will send a Notice of Audit to Intrado. Such Notice of Audit will be delivered to Intrado no less than thirty (30) days prior to the date upon which AT&T seeks to commence an audit.

4.3.4.3.1 Such Notice of Audit to Intrado shall state AT&T's concern that Intrado is not complying with the service eligibility requirements as set forth above and a concise statement of the reasons therefor. AT&T is not required to provide

documentation, as distinct from a statement of concern, to support its basis for an audit, or seek the concurrence of the requesting carrier before selecting the location of the audit. AT&T may select the independent auditor without the prior approval of Intrado or the Commission. Challenges to the independence of the auditor may be filed with the Commission only after the audit has been concluded.

4.3.4.3.2 For the state of Alabama, Intrado may, however, challenge the legal qualifications of the auditor selected by filing an objection to that effect with the Commission within 10 days of receiving AT&T's Notice of Audit.

4.3.4.3.3 For the state of Louisiana, AT&T's notice to Intrado shall include a listing of the circuits for which AT&T alleges noncompliance, including all supporting documentation and a list of three auditors from which Intrado may choose one to conduct the audit.

4.3.4.4 The audit shall be conducted by a third party independent auditor, and 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 a report regarding Intrado's compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements will be used to determine the independence of an auditor. The independent auditor's report will conclude whether Intrado 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.

4.3.4.5 To the extent the independent auditor's report concludes that Intrado failed to comply with the service eligibility criteria, Intrado 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. In the event the auditor's report concludes that Intrado did not comply in any material respect with the service eligibility criteria, Intrado shall reimburse AT&T for the cost of the independent auditor. To the extent the auditor's report concludes that Intrado did comply in all material respects with the service eligibility criteria, AT&T will reimburse Intrado for its reasonable and demonstrable costs associated with the audit. Intrado will maintain appropriate documentation to support its certifications. The Parties shall provide such reimbursement within thirty (30) days of receipt of a statement of such costs.

4.3.4.5.1 For the state of Alabama, Intrado will maintain appropriate documentation to support its certifications and may dispute any portion of the findings of an audit by petitioning the Commission for a review within twenty (20) days of receiving the reported findings of the auditor.

4.3.4.6 In the event Intrado converts special access services to Network Elements, Intrado shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

5 Dedicated Transport and Dark Fiber Transport

5.1 Dedicated Transport. Dedicated Transport is defined as AT&T's transmission facilities between wire centers or switches owned by AT&T, or between wire centers or switches owned by AT&T and switches owned by Intrado, including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to Intrado. AT&T shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement.

5.2 DS1 and DS3 Dedicated Transport Requirements

5.2.1 For purposes of this Section 5.2, a Business Line is as defined in 47 C.F.R. § 51.5.

5.2.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dedicated Transport as described in this Agreement, except in any wire center meeting the criteria described below:

5.2.2.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain thirty-eight thousand (38,000) or more Business Lines or four (4) or more fiber-based collocators.

5.2.2.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

5.2.2.3 The Master List of Unimpaired Wire Centers and AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Sections 5.2.2.1 and 5.2.2.2 above as of March 11, 2005.

5.2.2.4 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.1 above, no future DS1 Dedicated Transport unbundling will be required between that wire center and any other wire center exceeding these same thresholds.

5.2.2.5 Once a wire center meets or exceeds either of the thresholds set forth in Section 5.2.2.2 above, no future DS3 Dedicated Transport will be required between that wire center and any other wire center meeting or exceeding these same thresholds.

5.2.2.6 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

5.2.2.6.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Sections 5.2.2.1 or 5.2.2.2 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List. AT&T will follow any notification procedures set forth in applicable Commission orders.

5.2.2.6.2 Intrado shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

5.2.2.6.3 For purposes of Section 5.2.2.6 above, AT&T shall make available DS1 and DS3 Dedicated Transport that were in service for Intrado in a wire center on the Subsequent Wire Center List as of the thirtieth (30th) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

5.2.2.6.4 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

5.2.2.6.5 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, Intrado shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.

5.2.2.6.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

5.2.2.6.6.1 If Intrado fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Intrado's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service(s) set forth in Exhibit 1. In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as

set forth in AT&T's tariffs. In the states of Alabama, Georgia and North Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. For the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in AT&T's tariffs.

5.2.2.6.7 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.2.6.5 above or transitioned pursuant to Section 5.2.2.6.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.2.3 AT&T shall:

5.2.4 Provide Intrado exclusive use of Dedicated Transport to a particular customer or carrier;

5.2.5 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;

5.2.6 Permit, to the extent technically feasible, Intrado to connect Dedicated Transport to equipment designated by Intrado, including but not limited to, Intrado's collocated facilities; and

5.2.7 Permit, to the extent technically feasible, Intrado to obtain the functionality provided by AT&T's digital cross-connect systems.

5.3 AT&T shall offer Dedicated Transport:

5.3.1 As capacity on a shared facility; and

5.3.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to Intrado.

5.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

5.5 Intrado may obtain a maximum of twelve (12) unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available as a Network Element, and a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where there is no 251(c)(3) unbundling obligation for DS3 Dedicated Transport, but for which impairment exists for DS1 Dedicated Transport. For purposes of this Section 5, a "Route" is defined in 47 C.F.R. § 51.319 (e) as a transmission path between one of an incumbent LEC's wire centers or switches and another of the incumbent LECs wire centers or switches. A route between two (2) points (e.g. wire center or switch "A" and wire

center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g. wire center or switch "X"). Transmission paths between the same end points (e.g. wire center or switch "A" and wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

5.6 Technical Requirements

5.6.1 AT&T shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

5.6.2 AT&T shall offer the following interface transmission rates for Dedicated Transport:

5.6.2.1 DS0 Equivalent;

5.6.2.2 DS1;

5.6.2.3 DS3;

5.6.2.4 STS-1; and

5.6.2.5 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

5.6.3 AT&T shall design Dedicated Transport according to its network infrastructure. Intrado shall specify the termination points for Dedicated Transport.

5.6.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and AT&T Technical References;

5.6.4.1 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

5.6.4.2 AT&T's TR73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

5.6.4.3 AT&T's TR73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

5.7 Unbundled Channelization (Multiplexing)

5.7.1 To the extent Intrado is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at an AT&T central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T. Once UC has been installed, Intrado may request channel activation on a channelized facility and AT&T shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

5.7.2 AT&T shall make available the following channelization systems and interfaces:

5.7.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

5.7.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.7.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.7.3 Technical Requirements. In order to assure proper operation with AT&T provided central office multiplexing functionality, Intrado's channelization equipment must adhere strictly to form and protocol standards. Intrado must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

5.8 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics.

5.8.1 Dark Fiber Transport Requirements

5.8.1.1 For purposes of this Section 5.8, a Business Line is as defined in 47 C.F.R. § 51.5.

5.8.1.2 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport as described in this Agreement, except in any wire center meeting the criteria described below:

5.8.1.2.1 Dark Fiber Transport where both wire centers at the end points of the route contain twenty-four thousand (24,000) or more Business Lines or three (3) or more fiber-based collocators.

5.8.1.3 The Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, as described in Section 1.8, sets forth the list of wire centers meeting the criteria set forth in Section 5.8.1.2.1 above as of March 11, 2005.

5.8.1.4 Once any wire center exceeds either of the thresholds set forth in Section 5.8.1.2.1 above, no future Dark Fiber Transport unbundling will be required in that wire center.

5.8.1.5 Modifications and Updates to the Wire Center List and Subsequent Transition Periods

5.8.1.5.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 5.8.1.2.1 above, but that were not included in the Master List of Unimpaired Wire Centers or AT&T's List of Unimpaired Wire Centers, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List". AT&T will follow any notification procedures in applicable Commission orders.

5.8.1.5.2 Intrado shall have thirty (30) business days to dispute the additional wire centers listed on AT&T's CNL. Absent such dispute, effective thirty (30) business days after the date of an AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.

5.8.1.5.3 For purposes of Section 5.8.1.5 above, AT&T shall make available Dark Fiber Transport that was in service for Intrado in a wire center on the Subsequent Wire Center List as of the thirtieth (30) business day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred eighty (180) days after the thirtieth (30th) business day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).

5.8.1.5.4 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.

5.8.1.5.5 No later than one hundred eighty (180) days from AT&T's CNL identifying the Subsequent Wire Center List, Intrado shall submit an LSR(s) or spreadsheet(s) as applicable, identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services.

5.8.1.5.6 In the case of disconnection, the applicable disconnect charges set forth in this Agreement shall apply.

5.8.1.5.6.1 If Intrado fails to submit the LSR(s) or spreadsheet(s) for all of its Subsequent Embedded Base by one hundred eighty (180) days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify Intrado's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s), or in the case of Georgia, to the equivalent 271 service set forth in Exhibit 1.

5.8.1.5.6.2 In the states of Florida, Mississippi and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs. In the states of Alabama, Georgia and South Carolina, those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A of Attachment 2. In the state of Louisiana, those circuits identified and transitioned by AT&T shall be subject to the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

5.8.1.5.6.3 For Subsequent Embedded Base circuits converted pursuant to Section 5.8.1.5.5 above or transitioned pursuant to Section 5.8.1.5.6.1 above, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.9 Rearrangements

5.9.1 A request to move a working Intrado Dedicated Transport circuit or a Combination including Dedicated Transport from one connecting facility assignment (CFA) to another CFA in the same AT&T Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable Rearrangement rates for the Change in CFA are set forth in Exhibit A.

5.9.2 A request to reterminate one end of a Dedicated Transport facility that is not a Change in CFA and thus results in retermination in a different AT&T Central Office (Retermination) shall constitute disconnection of existing service and the establishment of new service. Disconnect charges and full nonrecurring charges for establishment of service, as set forth in Exhibit A, shall apply.

5.9.3 Upon request of Intrado, AT&T shall project manage the Change in CFA or Retermination of Dedicated Transport and Combinations that include Dedicated Transport as described in Sections 5.9.1 and 5.9.2 above and Intrado may request OC-TS for such orders.

5.9.4 AT&T shall accept a LOA between Intrado and another carrier that will allow Intrado, in connection with a Change in CFA or Retermination, to connect Dedicated Transport or a Combination that includes Dedicated Transport, via a CFA, to the other carrier's collocation space or to another carrier's Multiplexer.

6 Automatic Location Identification/Data Management System (ALI/DMS)

6.1 911 and E911 Databases

6.1.1 AT&T shall provide Intrado with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

6.1.2 The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. Intrado will be required to provide the AT&T 911 database vendor daily service order updates to E911 database in accordance with Section 6.2.1 below.

6.2 Technical Requirements

6.2.1 AT&T's 911 database vendor shall provide Intrado the capability of providing updates to the ALI/DMS database through a specified electronic interface. Intrado shall contact AT&T's 911 database vendor directly to request interface. Intrado shall provide updates directly to AT&T's 911 database vendor on a daily basis. Updates shall be the responsibility of Intrado and AT&T shall not be liable for the transactions between Intrado and AT&T's 911 database vendor.

6.2.2 It is Intrado's responsibility to retrieve and confirm statistical data and to correct errors obtained from AT&T's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the AT&T Interconnection Web site.

6.2.3 Intrado shall conform to the AT&T standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T Interconnection Web site.

6.2.4 Stranded Unlocks are defined as end user records in AT&T's ALI/DMS database that have not been migrated for over ninety (90) days to Intrado, as a new provider of local service to the end user. Stranded Unlocks are those end user records that have been "unlocked" by the previous local exchange carrier that provided service to the end user and are open for Intrado to assume responsibility for such records.

6.2.4.1 Based upon end user record ownership information available in the NPAC database, AT&T shall provide a Stranded Unlock annual report to Intrado that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. Intrado shall review the Stranded Unlock report, identify its end user records and request to either delete such records or migrate the records to Intrado within two (2) months following the date of the Stranded Unlock report provided by AT&T. Intrado shall reimburse AT&T for any charges AT&T's database vendor imposes on AT&T for the deletion of Intrado's records.

6.3 911 PBX Locate Service®. 911 PBX Locate Service is comprised of a database capability and a separate transport component.

6.3.1 Description of Product. The transport component provides a dedicated trunk path from a Private Branch Exchange (PBX) switch to the appropriate AT&T 911 tandem.

6.3.1.1 The database capability allows Intrado to offer an E911 service to its PBX end users that identifies to the PSAP the physical location of the Intrado PBX 911 end user station telephone number for the 911 call that is placed by the end user.

6.3.2 Intrado may order either the database capability or the transport component as desired or Intrado may order both components of the service.

6.3.3 911 PBX Locate Database Capability. Intrado's end user or Intrado's end user's database management agent (DMA) must provide the end user PBX station telephone numbers and corresponding address and location data to AT&T's 911 database vendor. The data will be loaded and maintained in AT&T's ALI database.

6.3.4 Ordering, provisioning, testing and maintenance shall be provided by Intrado pursuant to the 911 PBX Locate Marketing Service Description (MSD) that is located on the AT&T Interconnection Web site.

6.3.5 Intrado's end user, or Intrado's end user DMA must provide ongoing updates to AT&T's 911 database vendor within a commercially reasonable timeframe of all PBX station telephone number adds, moves and deletions. It will be the responsibility of Intrado to ensure that the end user or DMA maintain the data pertaining to each end user's extension managed by the 911 PBX Locate Service product. Intrado should not submit telephone number updates for specific PBX station telephone numbers that are submitted by Intrado's end user, or Intrado's end user DMA under the terms of 911 PBX Locate product.

6.3.5.1 Intrado must provision all PBX station numbers in the same LATA as the E911 tandem.

6.3.6 Intrado agrees to release, indemnify, defend and hold harmless AT&T from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Intrado's end user or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Intrado or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PBX Locate Service features or by any services which are or may be furnished by AT&T in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 911 PBX Locate Service hereunder, except to the extent caused by AT&T's gross negligence or wilful misconduct. Intrado is responsible for assuring that its authorized end users comply with the provisions of these terms and that unauthorized persons do not gain access to or use the 911 PBX Locate Service through user names, passwords, or other identifiers assigned to Intrado's end user or DMA pursuant to these terms. Specifically, Intrado's end user or DMA must keep and protect from use by any unauthorized individual identifiers, passwords, and any other security token(s) and devices that are provided for access to this product.

6.3.7 Intrado may only use AT&T PBX Locate Service solely for the purpose of validating and correcting 911 related data for Intrado's end users' telephone numbers for which it has direct management authority.

6.3.8 911 PBX Locate Transport Component. The 911 PBX Locate Service transport component requires Intrado to order a CAMA type dedicated trunk from Intrado's end user premise to the appropriate AT&T 911 tandem pursuant to the following provisions.

6.3.8.1 Except as otherwise set forth below, a minimum of two (2) end user specific, dedicated 911 trunks are required between the Intrado's end user premise and the AT&T 911 tandem as described in AT&T's TR 73576 and in accordance with the 911 PBX Locate Marketing Service Description located on the AT&T Interconnection Web site. Intrado is responsible for connectivity between the end user's PBX and Intrado's switch or POP location. Intrado will then order 911 trunks from their switch or POP location to the AT&T 911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital interface (delivered over a Intrado purchased DS1 facility that hands off at a DS1 or higher level digital or optical interface). Intrado is responsible for ensuring that the PBX switch is capable of sending the calling station's Direct Inward Dial (DID) telephone number to the AT&T 911 tandem in a specified Multi-frequency (MF) Address Signaling Protocol. If the PBX switch supports Primary Rate ISDN

(PRI) and the calling stations are DID numbers, then the 911 call can be transmitted using PRI, and there will be no requirement for the PBX Locate Transport component.

6.3.9 Ordering and Provisioning. Intrado will submit an Access Service Request (ASR) to AT&T to order a minimum of two (2) end user specific 911 trunks from its switch or POP location to the AT&T 911 tandem.

6.3.9.1 Testing and maintenance shall be provided by Intrado pursuant to the 911 PBX Locate Marketing Service description that is located on the AT&T Interconnection Web site.

6.3.10 Rates. Rates for the 911 PBX Locate Service database component are set forth in Exhibit A. Trunks and facilities for 911 PBX Locate transport component may be ordered by Intrado pursuant to the terms and conditions set forth in Attachment 3.

7 White Pages Listings

7.1 AT&T shall provide Intrado and its customers access to white pages directory listings under the following terms:

7.1.1 Listings. Intrado shall provide all new, changed and deleted listings on a timely basis and AT&T or its agent will include Intrado residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Intrado and AT&T customers. Intrado shall provide listing information in accordance with the procedures set forth in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.

7.1.2 Unlisted/Non-Published Customers. Intrado will be required to provide to AT&T the names, addresses and telephone numbers of all Intrado customers who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in AT&T's GSST and shall not be subject to wholesale discount.

7.1.3 Inclusion of Intrado Customers in Directory Assistance Database. AT&T will include and maintain Intrado customer listings in AT&T's DA databases. Intrado shall provide such Directory Assistance listings to AT&T at no charge.

7.1.4 Listing Information Confidentiality. AT&T will afford Intrado's directory listing information the same level of confidentiality that AT&T affords its own directory listing information.

7.1.5 Additional and Designer Listings. Additional and designer listings will be offered by AT&T at tariffed rates as set forth in AT&T's GSST and shall not be subject to the wholesale discount.

7.1.6 Rates. So long as Intrado provides listing information to AT&T as set forth in Section 7.1.2 above, AT&T shall provide to Intrado one (1) basic White Pages directory listing per Intrado customer at no charge other than applicable service order charges as set forth in AT&T's tariffs. Except in the case of a LSR submitted solely to port a number from AT&T, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 6, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in AT&T's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 6.

7.2 Directories. AT&T or its agent shall make available White Pages directories to Intrado customer at no charge or as specified in a separate agreement between Intrado and AT&T's agent.

7.3 Procedures for submitting Intrado Subscriber Listing Information (SLI) are found in The AT&T Business Rules for Local Ordering found at AT&T's Interconnection Services Web site.

7.3.1 Intrado authorizes AT&T to release all Intrado SLI provided to AT&T by Intrado to qualifying third parties. Such Intrado SLI shall be intermingled with AT&T's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

7.3.2 No compensation shall be paid to Intrado for AT&T's receipt of Intrado SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent AT&T incurs costs to modify its systems to enable the release of Intrado's SLI, or costs on an ongoing basis to administer the release of Intrado SLI, Intrado shall pay to AT&T its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Intrado's SLI, Intrado will be notified. If Intrado does not wish to pay its proportionate share of these reasonable costs, Intrado may instruct AT&T that it does not wish to release its SLI to independent publishers, and Intrado shall amend this Agreement accordingly. Intrado will be liable for all costs incurred until the effective date of the agreement.

7.3.3 Neither AT&T nor any agent shall be liable for the content or accuracy of any SLI provided by Intrado under this Agreement. Intrado shall indemnify, except to the

extent caused by AT&T's gross negligence or willful misconduct, hold harmless and defend AT&T and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from AT&T's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Intrado listings or use of the SLI provided pursuant to this Agreement. AT&T may forward to Intrado any complaints received by AT&T relating to the accuracy or quality of Intrado listings.

7.3.4 Listings and subsequent updates will be released consistent with AT&T system changes and/or update scheduling requirements.

Georgia 271 Requirements

1. This Exhibit sets forth terms and conditions for de-listed network elements that AT&T is required to offer pursuant to the Georgia Public Service Commission's Order in Docket No. 19341-U ("Order") to Intrado for Intrado's provision of Telecommunications Services in accordance with its obligations under Section 271 of the Act ("271").

1.1 To the extent DS1 and/or DS3 Loops, DS1 and/or DS3 Dedicated Transport and Multiplexing are unavailable as a UNE pursuant to this Agreement, these services will be made available by AT&T pursuant to Section 271 of the Act on the same terms and conditions set forth elsewhere in the Agreement, except as otherwise provided in this Exhibit 1, and at the rates set forth in Exhibit B to this Agreement. Notwithstanding the foregoing, the Parties agree that those provisions applicable to DS1 and DS3 Loops or DS1 and DS3 transport provided pursuant to Section 251 of the Act relating to transition of Embedded Base circuits, limitations on the number of circuits available at a particular location or Building, and limitations relating to use for mobile and long distance service shall not apply to the equivalent services available pursuant to this Exhibit 1.

1.2 For information regarding Ordering Guidelines and Processes for 271 elements in the state of Georgia, Intrado should refer to the Guides section of AT&T's Interconnection Web site.

2. 271 Dark Fiber Loops, 271 DS1 and DS3 Entrance Facilities, and 271 Dark Fiber Transport Facilities are unavailable pursuant to this Agreement and, but are available at the rates, terms, and conditions set forth in the applicable AT&T tariff.

2.1 Under no circumstance shall AT&T be required to (1) combine 271 elements with other 271 elements offered pursuant to this Exhibit, or (2) 271 elements combined with tariffed services or other wholesale services provided by AT&T. Additionally, AT&T shall not be required to commingle or combine 271 elements offered pursuant to this Exhibit with tariffed services. Further, under no circumstance shall AT&T be required to convert 271 elements offered pursuant to this Agreement to equivalent tariffed services, or to convert tariffed services to 271 elements offered pursuant to this Agreement.

3. Line Sharing

3.1 General. Line Sharing is defined as the process by which Intrado provides digital subscriber line service ("xDSL") over the same copper Loop that AT&T uses to provide retail voice service, with AT&T using the low frequency portion of the Loop and Intrado using the high frequency spectrum (as defined below) of the Loop.

3.2 Line Sharing arrangements in service as of October 1, 2003 will be billed at the rates set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.

3.3 For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004 the rates will be as set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.

3.4 For Line Sharing arrangements placed on or after October 2, 2004 (whether under this Agreement only, or under this Agreement and a prior Agreement), the rates will be the full copper loop rate as set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U.

3.5 As of October 2, 2006, the rates for Line Sharing arrangements shall be as set forth in Exhibit B to this Amendment.

3.6 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 Intrado the ability to provide xDSL data services to the End User for which AT&T provides voice services.

3.7 The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI TI.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. AT&T 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. Intrado shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the abovementioned document.

3.8 Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, lowpass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and TI .601.

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

3.10 Line Sharing shall only be available on Loops on which AT&T is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its AT&T provided voice service for any reason, or in the event AT&T disconnects the End User's voice service pursuant to its tariffs or applicable law, and Intrado desires to continue providing xDSL service on such Loop, Intrado or the new voice provider, or both, shall be required to purchase a full stand-alone Loop. In those cases in which AT&T no longer provides voice service to the End User and Intrado purchases the full stand-alone Loop, Intrado may elect the type of Loop it will purchase. Intrado will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in the Parties' Amendment to the Agreement to implement the Georgia Public Service Commission's Letter Order dated March 2, 2006 in Docket No. 14361-U. In the event Intrado purchases a voice grade Loop, Intrado acknowledges that such Loop may not remain xDSL compatible.

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

3.12 Provisioning of Line Sharing and Splitter Space. AT&T will provide Intrado with access to the High Frequency Spectrum as follows:

3.12.1 To order High Frequency Spectrum on a particular Loop, Intrado must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.

3.12.2 Intrado may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. AT&T will install splitters within thirty-six (36) calendar days of Intrado's submission of an error free Line Splitter Ordering Document (LSOD) to the AT&T Complex Resale Support Group.

3.12.3 Once a splitter is installed on behalf of Intrado in a central office in which Intrado is located, Intrado shall be entitled to order the High Frequency Spectrum on lines served out of that central office. AT&T will bill and Intrado shall pay the electronic or manual ordering charges, as set forth in Exhibit A of Attachment 2 of the Agreement, as applicable when Intrado orders High Frequency Spectrum for End User service.

3.12.4 Once AT&T has placed cross-connects on behalf of Intrado to provide Intrado access to the High Frequency Spectrum and chooses to rearrange its splitter or CLEC pairs, Intrado may order the rearrangement of its splitter or cable pairs via "Subsequent Activity". Subsequent Activity is any rearrangement of Intrado's cable pairs or splitter ports after AT&T has placed cross-connection to provide Intrado access to the High Frequency Spectrum. AT&T shall bill and Intrado shall pay the Subsequent Activity charges as set forth in Exhibit B of this Amendment.

3.13 AT&T Provided Splitter – Line Sharing. AT&T will select, purchase, install, and maintain a central office POTS splitter and provide Intrado access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Intrado's xDSL equipment in Intrado's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, AT&T will provide Intrado with a carrier notification letter, informing Intrado of change. Intrado shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports.

3.14 AT&T will install the splitter in (i) a common area close to Intrado's collocation area, if possible; or (ii) in a AT&T relay rack as close to Intrado's DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Intrado on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. AT&T will cross-connect the splitter data ports to a specified Intrado DS0 at such time that a Intrado End User's service is established.

3.15 CLEC Provided Splitter – Line Sharing. Intrado may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. Intrado may use such splitters to provide xDSL services to its End Users 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.

3.16 Any splitters installed by Intrado in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. Intrado may install any splitters that AT&T deploys or permits to be deployed for itself or any AT&T affiliate.

3.17 Ordering – Line Sharing. Intrado shall use AT&T's LSOD to order splitters from AT&T and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

3.18 AT&T's Local Ordering Handbook (LOH) will provide Intrado the LSR format to be used when ordering disconnections of the High Frequency Spectrum or Subsequent Activity.

3.19 AT&T will provision High Frequency Spectrum in compliance with AT&T's Products and Services Interval Guide available at AT&T's Interconnection Web site.

3.20 AT&T shall test the data portion of the Loop to ensure the continuity of the wiring for Intrado's data.

3.21 AT&T will provide Intrado access to Preordering LMU in accordance with the terms of this Agreement. AT&T shall bill and Intrado shall pay the rates for such services, as described in Exhibit B of this Amendment.

3.22 Maintenance and Repair - Line Sharing. Intrado shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. Intrado may test from the collocation space, the Termination Point, or the NID. AT&T will be responsible for repairing voice services and the physical line between the NID at the End User's premises and the Termination Point. Intrado will be responsible for repairing its data services. Each Party will be responsible for maintaining its own equipment.

3.23 Intrado shall inform its End Users to direct data problems to Intrado, unless both voice and data services are impaired, in which event Intrado should direct the End Users to contact AT&T. 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.

3.24 If Intrado reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the AT&T portion, or AT&T isolates the trouble to the physical collocation arrangement belonging to Intrado, AT&T will charge Intrado for any dispatching and testing (both inside and

outside the CO) required by AT&T in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit B of this Amendment.

UNBUNDLED NETWORK ELEMENTS - Alabama														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.66	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1T03, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUS, U1TUA, NTCVQ, NTCUD, NTCD1											
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day				SDASP		200.00									
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						35.13	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.58	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.05	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	34.34	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAS_	12.58	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAS_	21.05	37.81	17.56	23.49	5.30						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAS_	34.34	37.81	17.56	23.49	5.30						
	Tag Loop at End User Premise			UEANL	URET_		8.93	0.18								
	Loop Testing - Basic 1st Half Hour			UEANL	URETI		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.15	8.15								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.09									

UNBUNDLED NETWORK ELEMENTS - Alabama													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.44									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	23.49	5.30						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.81	17.56	23.49	5.30						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.15	8.15								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15						
	Tag Loop at End User Premise			UEQ	URETL		8.93	8.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.85	19.85								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.15	8.15								
	Unbundled Copper Loop - Non-Designed, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.44									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	21.25	4.15						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		34.14	15.10	21.25	4.15						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.15	8.15								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			UEA	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		88.00	55.00								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	25.54	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.63	44.16								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.01	110.00	68.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		88.20	40.40								
	2-WIRE HIGH BIT RATE DIGITAD SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.74	110.00	68.30	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.17	110.00	68.30	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.44	110.00	68.30	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.74	90.00	57.30	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.17	90.00	57.30	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.44	90.00	57.30	47.24	7.44						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	148.36	68.30	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.58	148.36	68.30	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.25	148.36	68.30	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	94.00	57.90	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.58	94.00	57.90	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.25	94.00	57.90	51.70	9.73						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	314.52	252.47	157.54	44.70	11.71						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			USL	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.09	43.65								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	26.09	126.27	68.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	35.95	126.27	68.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	37.88	126.27	68.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	26.09	126.27	68.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	35.95	126.27	68.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	37.88	126.27	68.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	26.09	126.27	68.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	35.95	126.27	68.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	37.88	126.27	68.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	26.09	126.27	68.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	35.95	126.27	68.80	59.14	14.50						

UNBUNDLED NETWORK ELEMENTS - Alabama														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.08	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.08	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			UDL	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UDL	UREWO		102.13	49.75								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLFB	11.81	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLFB	12.73	112.46	65.30	47.24	7.44						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLFB	14.30	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual sevice inquiry and facility reservation - Zone 1		1	UCL	UCLFW	11.01	81.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual sevice inquiry and facility reservation - Zone 2		2	UCL	UCLFW	12.73	81.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLFW	14.30	81.46	54.30	47.24	7.44						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLNC		8.15	8.15								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UCL	UREWO		97.23	42.48								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLNC		8.15	8.15								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UCL	UREWO		97.23	42.48								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.90									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.05								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.38	88.00	55.30	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.85	88.00	55.30	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.14	88.00	55.30	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAR	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.14	88.00	55.00	47.24	7.44						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			NTCVG	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	314.52	252.47	157.54	44.70	11.71						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			NTCD1	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.09	43.05								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL1 9	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL1 9	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL1 9	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	37.88	126.27	88.80	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			NTCUD	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.13	43.75								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCCSL		18.90									
MAINTENANCE OF SERVICE																

UNBUNDLED NETWORK ELEMENTS - Alabama														Att: 2 Exh: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAR	SOMAN
		Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
		Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
		Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft. per Unbundled Loop			UAL, UHL, UCL, UEQ, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft. per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USB3A		244.42									
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USB5B		22.64									
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USB5C		177.45									
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USB5D		55.15									

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UNBUNDLED NETWORK ELEMENTS - Alabama														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBM2	11.21	65.80	30.96	45.25	6.70						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBM2	11.94	65.80	30.96	45.25	6.70						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBM2	16.86	65.80	30.96	45.25	6.70						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBM4	8.48	79.03	44.19	49.71	9.07						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBM4	16.67	79.03	44.19	49.71	9.07						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBM4	32.57	79.03	44.19	49.71	9.07						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USB12	2.27	53.01	18.17	45.25	6.70						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USB14	5.16	59.25	21.41	49.71	9.07						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	8.11	79.03	44.19	49.71	9.07						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.83	3.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.85	19.85								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Loop Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10								
	Unbundled Sub-loop Modification - 4-W Copper Dist Loop Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULL8T		278.20	6.11								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.40	30.01									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.23	28.58								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.97	49.11								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.87	5.87								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.87	5.87								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Alabama													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		20.00	20.00								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		21.00	21.00								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.59	0.59								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.006838										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.006838										
	Interoffice Channel - 2-Wire VG. Rev Bat. - Facility Termination			U1TVX	U1TP2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.006838										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	16.73	40.54	27.41	16.74	6.90						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.006838										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.006838										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.18										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TP1	80.18	89.27	81.81	16.35	14.44						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.09										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TP3	703.52	278.75	162.76	60.20	58.46						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.09										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TP5	701.37	278.75	162.76	60.20	58.46						
	UNBUNDLED DARK FIBER - Stand Alone or In Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	22.34										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF1M		639.09	137.87	317.06	197.66						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	8.38										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.06	451.52	263.94	119.49	83.58						
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	8.38										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58						

UNBUNDLED NETWORK ELEMENTS - Alabama													Att 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($.					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.40	47.24	7.44						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.40	47.24	7.44						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.40	47.24	7.44						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	25.94	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.30	59.14	14.50						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.30	59.14	14.50						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.30	59.14	14.50						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.30	59.14	14.50						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.30	59.14	14.50						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.30	59.14	14.50						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71						
	DS3 Local Loop in combination - per mile			UNC3X	1L5N0	8.38										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.08	451.52	263.94	119.49	83.58						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5N0	8.38										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	319.83	451.52	263.94	119.49	83.58						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.008838										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.008838										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.008838										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.008838										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.16										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	80.16	89.27	81.81	16.35	14.44						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF1	703.52	278.75	182.76	60.20	58.48						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.09										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TF5	701.37	278.75	182.76	60.20	58.48						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCC6F		0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCC6F		0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.85	2381	1.99	0.7741						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.13	787	0.7355	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	107.19	91.04	6257	10.54	9.79						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	176.20	178.14	9397	33.26	31.83						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.56	6.58	472								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.56	6.58	472								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.58	472								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	2.41	6.58	472								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	2.41	6.58	472								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	2.41	6.58	472								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.19	6.58	472								

UNBUNDLED NETWORK ELEMENTS - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Att: 2 Exh: A Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.19	6.58	4.72								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.19	6.58	4.72								
	DS1 COCI h combination			UNC1X	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.47	6.58	4.72								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.59	5.59									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		5.59	5.59								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESF		5.59	5.59								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.48		1.84							
	DS1 DCS Termination with DS0 Switching					29.46	25.55	19.66	16.63	13.38						
	DS1 DCS Termination with DS1 Switching					9.94	16.47	12.53	12.21	8.86						
	DS3 DCS Termination with DS1 Switching					105.16	25.55	19.66	16.63	13.38						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	15.77										
	Service Rearrangements															
	NRC - Charge in Facilty Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.06								
	NRC - Charge in Facilty Assignment per circuit Project Managemen (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.16	3.16								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSF		18.90	18.90								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAL	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	0.56	6.58	4.72								
	Commingled Digital COCI			XDV6X	1D1DD	1.19	6.58	4.72								
	Commingled ISDN COCI			XDD4X	UC1CA	2.41	6.58	4.72								
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	18.73	40.54	27.41	16.74	6.90						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.12	40.54	27.41	16.74	6.90						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.12	40.54	27.41	16.74	6.90						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.008436										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.38	88.00	55.00	47.24	7.44						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	22.85	88.00	55.00	47.24	7.44						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.14	88.00	55.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	25.34	131.97	94.51	59.14	14.50						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.58	131.97	94.51	59.14	14.50						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	26.09	126.27	88.80	59.14	14.50						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	35.95	126.27	88.80	59.14	14.50						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	37.88	126.27	88.80	59.14	14.50						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	26.09	126.27	88.80	59.14	14.50						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	35.95	126.27	88.80	59.14	14.50						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	37.88	126.27	88.80	59.14	14.50						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	21.88	117.24	78.77	52.86	10.54						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.85	117.24	78.77	52.86	10.54						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.55	117.24	78.77	52.86	10.54						
	Commingled DS1 COCI			XDH1X	UC1D1	13.47	6.58	4.72								
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.18										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	107.19	81.04	62.57	10.54	9.79						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	82.55	252.47	157.54	44.70	11.71						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	154.18	252.47	157.54	44.70	11.71						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	314.52	252.47	157.54	44.70	11.71						
	Commingled DS3 Local Loop			HFQC6	UE3FX	308.08	451.52	283.94	119.49	83.58						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	6.38										
	Commingled STS-1 Local Loop			HFRST	UDL51	319.83	451.52	283.94	119.49	83.58						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	178.20	178.14	93.97	33.26	31.85						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	709.52	278.75	182.76	60.20	58.46						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.09										
	Commingled STS-1 Interoffice Channel			HFRST	U1TF5	701.37	278.75	182.76	60.20	58.46						
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	4.09										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5D*	22.34										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		839.09	137.87	317.06	197.88						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGJN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.000757										
	LNP Service Establishment Manual						12.52		11.51							
	LNP Service Provisioning with Point Code Establishment						593.49	303.20	266.93	197.74						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.44									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.60									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	181.33										
	Service Order Charge			9PBDC	9PBSC		15.66									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Florida													Att: 1 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(1)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(3)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.90	0.00	1.83	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDC1, ULDD3, ULDOX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUS, U1TUA,NTCVG, NTCUD, NTCD1											
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day				SDAS?		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.97	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.69	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.20	49.57	22.83	25.62	6.57						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.97	49.57	22.83	25.62	6.57						
	Tag Loop at End User Premise			UEANL	URETL		8.83	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URETI		77.09	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12	33.12								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.02									

UNBUNDLED NETWORK ELEMENTS - Florida — Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANN		13.49									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	25.62	6.57						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		49.57	22.83	25.62	6.57						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		9.00	9.00								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	7.69	44.98	20.98	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	10.92	44.98	20.98	24.88	6.45						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	19.34	44.98	20.98	24.88	6.45						
	Tag Loop at End User Premise			UEQ	URETL		9.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		48.65	0.08								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		23.95	23.95								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.49									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	24.88	6.45						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.98	20.98	24.88	6.45						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		9.00	9.00								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWC		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		135.75	82.47								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.71	36.35								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.28	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.40	147.69	94.41	62.23	10.71						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.62	147.69	94.41	62.23	10.71						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.61	44.15								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	8.30	149.53	103.85	75.05	15.63						

UNBUNDLED NETWORK ELEMENTS - Florida													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.80	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.94	149.53	103.85	75.05	15.63						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	8.30	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.80	124.83	71.12	60.64	9.12						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.94	124.83	71.12	60.64	9.12						
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UAL	UREWO		86.19	40.39								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.22	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.26	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.21	159.09	113.41	75.05	15.63						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.22	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.26	134.40	80.69	60.64	9.12						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	18.21	134.40	80.69	60.64	9.12						
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UHL	UREWO		86.12	40.39								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.86	193.31	138.58	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44	193.31	138.58	77.15	12.61						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	27.39	193.31	138.58	77.15	12.61						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.86	168.62	115.47	82.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44	168.62	115.47	82.74	11.22						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	27.39	168.62	115.47	82.74	11.22						
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UHL	UREWO		86.12	40.39								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	70.74	313.75	181.46	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	100.54	313.75	181.46	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	176.39	313.75	181.46	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	USESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	USESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			USL	UREWO		101.07	43.04								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	31.56	161.56	108.85	67.08	15.56						

UNBUNDLED NETWORK ELEMENTS - Florida

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESF		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.11	49.74								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	8.30	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.80	148.50	102.82	75.05	15.63						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	20.94	148.50	102.82	75.05	15.63						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	8.30	123.81	70.09	60.84	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.80	123.81	70.09	60.64	9.12						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	20.94	123.81	70.09	60.64	9.12						
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.21	42.47								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UCLMC		9.00	9.00								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	11.83	177.87	132.79	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	16.81	177.87	132.79	77.15	17.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	29.82	177.87	132.79	77.15	17.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	11.83	153.18	100.03	82.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	16.81	153.18	100.03	82.74	11.22						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	29.82	153.18	100.03	82.74	11.22						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.21	42.47								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL,USL	OCOSL		23.02									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.71	36.35								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.61	44.13								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.11	49.74								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.07	43.04								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.40	135.75	82.47	63.53	12.01						

UNBUNDLED NETWORK ELEMENTS - Florida												Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	30.87	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.24	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.40	135.75	82.47	63.53	12.01						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	30.87	135.75	82.47	63.53	12.01						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	18.89	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	26.84	167.86	115.15	67.08	15.56						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	47.62	167.86	115.15	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.71	36.35								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLJX	70.74	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLJX	100.54	313.75	181.48	61.22	13.53						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLJX	178.39	313.75	181.48	61.22	13.53						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.07	43.04								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																
	3 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	55.99	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	22.20	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.56	161.56	108.85	67.08	15.56						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	55.99	161.56	108.85	67.08	15.56						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		8.98	8.98								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		8.98	8.98								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.11	49.74								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.02									
MAINTENANCE OF SERVICE																

UNBUNDLED NETWORK ELEMENTS - Florida

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($ Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
													OSS Rates($)			
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULD01, ULD03, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULD01, ULD03, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULD01, ULD03, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		10.52	10.52								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USESA		497.23									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USESB		6.25									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USESC		199.25									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USESD		38.65									

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UNBUNDLED NETWORK ELEMENTS - Florida

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATE(S)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.46	60.19	27.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.16	60.19	27.78	47.50	5.26						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.29	60.19	27.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.37	66.83	38.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.47	66.83	38.42	49.71	6.60						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.58	66.83	38.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.96	51.84	13.44	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	9.37	55.91	17.51	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		77.09	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		33.12	33.12								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.15	60.19	27.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.31	60.19	27.78	47.50	5.26						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.98	60.19	27.78	47.50	5.26						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.36	66.83	38.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.81	66.83	38.42	49.71	6.60						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.51	66.83	38.42	49.71	6.60						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.83	8.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		48.65	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		23.95	23.95								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Lead Coil/Equiv Removal per 2-W PR			UEF	ULM2X		10.11	10.11								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equiv Removal per 4-W PR			UEF	ULM4X		10.11	10.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULM3T		15.58	15.58								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENJP	0.4572	18.02									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UNDI2		71.49	48.87								
	Network Interface Device (NID) - 1-8 lines			UENTW	UNDI6		113.89	89.07								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		7.63	7.63								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		7.63	7.63								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVQ, NTCUD, NTCD1, USL	UNECN	0.00	0.00										
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00										
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00										
	NID - Dispatch and Service Order for NID Installation			UENTW	UNDSX	0.00	0.00										
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										

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UNBUNDLED NETWORK ELEMENTS - Florida																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge- Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMK_W		52.17	52.17								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMK_P		55.07	55.07								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6784	0.6784								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	29.68	21.28	19.57	9.61						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	1.134	29.68	21.28	19.57	9.61						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.69	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	15.20	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.97	49.57	22.83	25.62	6.57						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.97	49.57	22.83	25.62	6.57						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0276	8.22	7.22	5.74	4.58						
	VIRTUAL COLLOCATION															
	Virtual Colocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0502	11.57	11.57	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0091										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	22.58	47.35	31.78	18.31	7.03						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0091										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0091										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1858										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	88.44	105.54	96.47	21.47	19.05						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	3.67										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,071.00	335.46	215.28	72.03	70.56						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	3.67										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TF5	1,056.00	335.46	215.28	72.03	70.56						
	UNBUNDLED DARK FIBER - Stand Alone or In Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	26.85										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF4		751.34	193.85								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.92										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	386.89	556.37	343.01	139.13	96.84						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	10.92										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	426.60	556.37	343.01	139.13	96.84						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															

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UNBUNDLED NETWORK ELEMENTS - Florida																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEA_2	12.24	127.59	64.54	48.00	6.31						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEA_2	17.40	127.59	64.54	48.00	6.31						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEA_2	30.87	127.59	64.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEA_4	18.89	127.59	64.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEA_4	26.84	127.59	64.54	48.00	6.31						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEA_4	47.62	127.59	64.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.28	127.59	64.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.40	127.59	64.54	48.00	6.31						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.62	127.59	64.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	22.20	127.59	64.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.58	127.59	64.54	48.00	6.31						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	55.99	127.59	64.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	22.20	127.59	64.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.58	127.59	64.54	48.00	6.31						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	55.99	127.59	64.54	48.00	6.31						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.92										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3FX	386.88	244.42	154.73	67.10	26.27						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	10.92										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	426.60	244.42	154.73	67.10	26.27						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0091										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	22.56	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0091										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1856										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	86.44	174.48	122.46	45.61	17.95						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	3.87										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	1,071.00	320.00	138.20	38.60	18.81						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	3.87										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TF5	1,056.00	320.00	138.20	38.60	18.81						
ADDITIONAL NETWORK ELEMENTS																	
	Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1	1		U1TD1, ULDD1,UNC1X	CCOEF		0.00										
	Clear Channel Capability Super FrameOption - per DS1	1		U1TD1, ULDD1,UNC1X	CCOSF		0.00										
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	1		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.82	23.12	2.07	0.80						
	C-bit Parity Option - Subsequent Activity - per DS3	1		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.09	7.47	0.773	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	146.77	57.26	14.14	1.50	1.34						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	211.19	115.60	56.54	12.16	4.26						
	Voice Grade COCI in combination			UNCVX	1D1VG	1.38	6.71	4.44								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	1.38	6.71	4.44	0.00	0.00						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.38	6.71	4.44	0.00	0.00						
	OCU-DP COCI (2.4-64Kbs) in combination			UNCDX	1D1D0	2.10	6.71	4.44	0.00	0.00						
	OCU-DP COCI (2.4-64Kbs) - for Unbundled Digital Loop			UDL	1D1D0	2.10	6.71	4.44	0.00	0.00						
	OCU-DP COCI (2.4-64Kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DC	2.10	6.71	4.44	0.00	0.00						
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	3.66	6.71	4.44	0.00	0.00						
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	3.66	6.71	4.44	0.00	0.00						

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(1)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates(1) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	3.66	6.71	4.84	0.00	0.00						
	DS1 COCI in combination			UNC1X	UC1C1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1C1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1C1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1C1	13.76	6.71	4.84	0.00	0.00						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1C1	13.76	6.71	4.84	0.00	0.00						
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		6.98	6.98									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		6.98	6.98								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		6.98	6.98								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.63		1.63							
	DS1 DCS Termination with DS0 Switching					27.39	32.89	23.58	16.96	12.77						
	DS1 DCS Termination with DS1 Switching					11.70	25.07	15.78	13.05	8.96						
	DS3 DCS Termination with DS1 Switching					146.81	32.89	23.58	16.96	12.77						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCMT	16.35										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	1		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.07	43.04								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	1		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67								
	NRC - Order Coordination Specific Time - Dedicated Transport	1		UNC1X, UNC3X	OCOSR		18.90	18.90								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	1.38	6.71	4.84	0.00	0.00						
	Commingled Digital COCI			XDV6X	1D1DD	2.10	6.71	4.84	0.00	0.00						
	Commingled ISDN COCI			XDD4X	UC1CA	3.66	6.71	4.84	0.00	0.00						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	25.32	94.70	52.59	45.28	18.03						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	22.58	94.70	52.59	45.28	18.03						
	Commingled 56dpe Interoffice Channel			XDD4X	U1TD5	18.44	94.70	52.59	45.28	18.03						
	Commingled 64dpe Interoffice Channel			XDD4X	U1TD6	18.44	94.70	52.59	45.28	18.03						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5X3	0.0091										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.24	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.40	127.59	60.54	48.00	6.31						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	30.87	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	16.89	127.59	60.54	48.00	6.31						

000083

UNBUNDLED NETWORK ELEMENTS - Florida														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEALA	26.84	127.59	60.54	48.00	6.31						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEALA	47.62	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	22.20	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.56	127.59	60.54	48.00	6.31						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	55.99	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	22.20	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.56	127.59	60.54	48.00	6.31						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	55.99	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.28	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.40	127.59	60.54	48.00	6.31						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.62	127.59	60.54	48.00	6.31						
	Commingled DS1 COCI			XDH1X	UC1CI	13.76	6.71	4.84	0.00	0.00						
	Commingled DS1 Interoffice Channel			XDH1X	U1TFI	88.44	174.46	122.46	45.61	17.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1856										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	146.77	57.28	14.74	1.50	1.34						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	70.74	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	100.54	217.75	121.62	51.44	14.45						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	178.39	217.75	121.62	51.44	14.45						
	Commingled DS3 Local Loop			HFQC6	UE3PX	386.88	244.42	154.73	67.10	26.27						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	10.92										
	Commingled STS-1 Local Loop			HFRST	UDLS1	428.80	244.42	154.73	67.10	26.27						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	211.19	115.80	56.54	12.16	4.26						
	Commingled DS3 Interoffice Channel			HFQC6	U1TFI	1,071.00	320.00	138.20	38.60	18.81						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	3.87										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	1,056.00	320.00	138.20	38.60	18.81						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	3.87										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	26.85										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		751.34	193.86								
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.000852										
	LNP Service Establishment Manual						13.83	13.83	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						655.60	334.86	297.03	218.49						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,820.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.14									
	Per Telephone Number (Monthly)			9PBDC	9PBNM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.86									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.60										
	Service Order Charge			9PBDC	9PBSC		11.90									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

000054

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		11.71	0.00	6.13	0.00						
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only Per First 1000 Orders Per Month			SSOSS	SOMGA	0.00										
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDC, UDF, UEO, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						28.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.06	39.98	9.98	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.43	39.98	9.98	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	35.09	39.98	9.98	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.06	39.98	9.98	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.43	39.98	9.98	5.61	1.72						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	35.09	39.98	9.98	5.61	1.72						
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		15.15	15.15								

UNBUNDLED NETWORK ELEMENTS - Georgia

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l			OSS Rates($)			
											$OMEC	$OMAN	$OMAN	$OMAN	$OMAN	$OMAN
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		18.90	18.90	5.61	1.72						
	Order Coordination for Specified Conversion Time for UVL SL1 (per LSR)			UEANL	OCOSL		57.73									
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up Engineering Information - E.I.)			UEANL	UEANM		7.29	7.29								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEANL	UREWO		18.75	8.92	5.61	1.72						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		39.98	8.98	5.61	1.72						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		18.90	18.90								
	2-WIRE UNBUNDLED COPPER LOOP - NON-DESIGNED															
	2 Wire Unbundled Copper Loop Non-Designed- Zone 1		1	UEQ	UEQ2X	11.02	44.69	22.40								
	2 Wire Unbundled Copper Loop Non-Designed- Zone 2		2	UEQ	UEQ2X	12.72	44.69	22.40								
	2 Wire Unbundled Copper Loop Non-Designed-Zone 3		3	UEQ	UEQ2X	20.22	44.69	22.40								
	Tag Loop at End User Premise			UEQ	URETL		8.92	3.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		26.84	3.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		15.15	15.15								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		18.90	18.90								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up Engineering Information - E.I.)			UEQ	UEQMU		7.29	7.29								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEQ	UREWO		14.25	7.42								
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.69	22.40								
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		18.90	18.90								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.32	79.78	21.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	18.66	79.78	21.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.33	79.78	21.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.32	79.78	21.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	18.66	79.78	21.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.33	79.78	21.62	18.90	7.86						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		6.54	1.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		6.54	1.54								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEA	UREWO		87.72	38.36								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.19	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		79.78	21.62								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.04	92.92	23.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.49	92.92	23.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	33.40	92.92	23.14	19.50	8.12						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEA	UREWO		87.72	38.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	UIL2X	21.86	180.06	35.25	18.23	6.97						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	UIL2X	25.27	180.06	35.25	18.23	6.97						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	UIL2X	40.17	180.06	35.25	18.23	6.97						
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UDN	UREWO		120.98	33.04								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															

980000

UNBUNDLED NETWORK ELEMENTS - Georgia

Att 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SONEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	20.62	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.23	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.97	44.69	31.55	0.00	0.00						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	20.62	44.69	31.55	0.00	0.00						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		44.69	29.29								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.09	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.46	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.09	44.69	31.55	0.00	0.00						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.46	44.69	31.55	0.00	0.00						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		44.69	31.55								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	10.39	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.00	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.07	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	10.39	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.00	44.69	31.55	0.00	0.00						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.07	44.69	31.55	0.00	0.00						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		44.69	31.55								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	49.41	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	52.55	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	68.40	211.72	72.42	38.20	7.19						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.91	42.97								
	271 - 4-Wire DS1 Digital Loop - Zone 1		1	USL	271UC	65.97	211.72	72.42	38.20	7.19						
	271 - 4-Wire DS1 Digital Loop - Zone 2		2	USL	271UC	81.27	211.72	72.42	38.20	7.19						
	271 - 4-Wire DS1 Digital Loop - Zone 3		3	USL	271UC	128.28	211.72	72.42	38.20	7.19						
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	42.36	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	42.36	196.47	36.96	18.80	7.19						

UNBUNDLED NETWORK ELEMENTS - Georgia													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(1)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	$OMEC	$OMAN	$OMAN	$OMAN	$OMAN	$OMAN
	4 Wire Unbundled Digital Loop 8.6 Kbps - Zone 1		1	UDL	UD_9X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UD_9X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UD_9X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UD_19	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UD_19	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UD_19	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UD_56	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UD_56	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UD_56	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UD_64	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UD_64	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UD_64	42.38	196.47	36.96	18.80	7.19						
	Switch-As-s Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		6.54	6.54								
	Switch-As-s Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UDL	UREWO		101.85	49.86								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.88	44.69	31.55	0.00	0.00						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	22.07	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.02	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.88	44.69	31.55	0.00	0.00						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	22.07	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.90	18.90								
	Unbundled Loop Service Rearrangement, charge in loop facity, per circuit			UCL	UREWO		44.69	31.55								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UC-4S	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UC-4S	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UC-4S	30.55	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.65	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	19.22	44.69	31.55	0.00	0.00						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	30.55	44.69	31.55	0.00	0.00						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		18.90	18.90								
	Unbundled Loop Service Rearrangement, charge in loop facity, per circuit			UCL	UREWO		44.69	31.55								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		57.73									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		79.85	24.55								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		79.85	24.55								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		120.96	33.32								
	EEL to UNE-L Retermination, per 4 Wire Unmbundled Digital Loop			UDL	UREEL		101.95	49.56								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.91	42.37								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																

UNBUNDLED NETWORK ELEMENTS - Georgia

Att 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($)					
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.33	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.32	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.66	79.78	24.62	18.90	7.86						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.33	79.78	24.62	18.90	7.86						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.19								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.04	92.92	28.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.49	92.92	28.14	19.50	8.12						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	33.40	92.92	28.14	19.50	8.12						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	49.41	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	52.55	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	68.40	211.72	72.42	38.20	7.19						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	URBWO		100.91	42.17								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	42.38	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	25.81	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	31.54	196.47	36.96	18.80	7.19						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	42.38	196.47	36.96	18.80	7.19						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		6.54	6.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		6.54	6.54								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.95	49.56								

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UNBUNDLED NETWORK ELEMENTS - Georgia

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAR	SOMAN
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		57.73									
End-to-End Testing																
MAINTENANCE OF SERVICE																
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		29.97									
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		68.11									
	Unbundled Loop Modification Removal of Bridged Tap Removal, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		17.91									
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		255.51									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		7.29									

UNBUNDLED NETWORK ELEMENTS - Georgia													Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USESC		174.92									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USESD		51.56									
	Unbundled Sub-Loops, Riser Cable, 2-Wire per Loop, Working and Spare Loop Activation			UEANL	USERC	3.71	28.43	3.85	2.20	0.01						
	Unbundled Sub-Loops, Riser Cable, 4-Wire per Loop, Working and Spare Loop Activation			UEANL	USERD	7.90	31.04	4.79	2.27	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.45	28.43	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.18	28.43	3.85	2.20	0.01						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.46	28.43	3.85	2.20	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.91	31.04	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	10.98	31.04	4.79	2.27	0.01						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	20.32	31.04	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		18.90	18.90								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	3.71	28.43	3.85	2.20	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USEMC		18.90	18.90								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	7.90	31.04	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USEMC		18.90	18.90								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		15.15	15.15								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.88	28.43	3.85	2.20	0.01						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.32	28.43	3.85	2.20	0.01						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.26	28.43	3.85	2.20	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USEMC		18.90	18.90								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.55	31.04	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	7.12	31.04	4.79	2.27	0.01						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	10.26	31.04	4.79	2.27	0.01						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USEMC		18.90	18.90								
	Loop tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.68								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		26.64	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		15.15	15.15								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of bridge Tap, per unbundled loop			UEF	ULMBT		0.00	0.00								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.5326	25.10	12.27								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		32.82	20.57								
	Network Interface Device (NID) - 1-8 lines			UENTW	UND16		56.97	43.42								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		2.45	2.45								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		2.45	2.45								
UNE OTHER, PROVISIONING ONLY - NO RATE																

UNBUNDLED NETWORK ELEMENTS - Georgia														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(1)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL,	UNECN	0.00	0.00										
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCDSF		0.00										
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCDEF		0.00										
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00										
	UNTW Cloud Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00										
LOOP MAKE-UP																	
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		15.18	15.18									
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		19.83	19.83									
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.823	0.823									
LINE SPLITTING																	
	END USER ORDERING-CENTRAL OFFICE BASED																
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61											
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.0197	34.43	22.35	10.38	7.34							
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.0188	34.43	22.35	10.38	7.34							
	END USER ORDERING - REMOTE SITE LINE SPLITTING																
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	57.13	23.12	7.11	7.11							
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		54.10	21.46									
	UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP																
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	6.52	28.46	3.85	2.20	0.01							
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	10.18	28.46	3.85	2.20	0.01							
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1- Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	18.51	28.46	3.85	2.20	0.01							
	UNE Loop Rates for Line Splitting (In Ga, PSC ordered the line splitting loop USOCs match the lower port- loop combo rates UEPLX)																
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEALS	10.96	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1	I	1	UEPSR UEPSB	UEABS	10.96	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEALS	16.30	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2	I	2	UEPSR UEPSB	UEABS	16.30	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEALS	34.73	10.04	7.35	1.37	1.28							
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3	I	3	UEPSR UEPSB	UEABS	34.73	10.04	7.35	1.37	1.28							
	PHYSICAL COLLOCATION																
	Physical Colocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PEILS	0.0202	0.00	0.00									
	VIRTUAL COLLOCATION																
	Virtual Colocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VEILS	0.0192	0.00	0.00	0.00	0.00							
	LINE SHARING																
	NOTE: The Line Sharing monthly recurring rates for all installations completed on or after October 02, 2003 shall be billed as follows:																
	SPLITTERS-CENTRAL OFFICE BASED																
	Line Sharing Splitter, per System 96 Line Capacity			ULS	UL3DA	117.18	243.66	0.00	90.11	0.00							
	Line Sharing Splitter, per System 24 Line Capacity			ULS	UL3DB	29.30	243.66	0.00	90.11	0.00							
	Line Sharing Splitter, Per System, 8 Line Capacity			ULS	UL3D8	9.77	243.66	0.00	90.11	0.00							
	Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	UL3DG		72.34	0.00	68.75	0.00							
LINE SHARING																	
	END USER ORDERING-CENTRAL OFFICE BASED LINE SHARING																
	Line Sharing - per Line Activation (AT&T Owned splitter)			ULS	UL3DC	0.61	18.51	7.70	7.00	4.20							
	Line Sharing - per Line Activation (AT&T Owned splitter)			ULS	UL3DT	6.50	24.53	0.00	12.26	0.00							
	Line Sharing - per Subsequent Activity per Line Rearrangement(AT&T Owned Splitter			ULS	UL3DS		48.91	17.86	22.87	2.28							

UNBUNDLED NETWORK ELEMENTS - Georgia													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Sharing - per Subsequent Activity per Line Rearrangement(AT&T Owned Splitter			ULS	ULSCS		36.23	13.23	16.84	1.89						
	Line Sharing - per Line Activation (DLEC owned Splitter)			ULS	ULSCC		29.88	16.28	12.08	7.34						
	Line Sharing - per Line Activation (DLEC owned Splitter)			ULS	ULSCT		29.88	16.28	12.08	7.34						
	REMOTE SITE HIGH FREQUENCY SPECTRUM															
	SPLITTERS-REMOTE SITE															
	Remote Site Line Share AT&T Owned Splitter, 24 Port			ULS	ULSR6	31.84	90.65		64.74							
	Remote Site Line Share Line Activationfor End User Served at RS, AT&T Splitter			ULS	ULSRT		43.54	17.28	6.82	3.82						
	Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation			ULS	ULSTG		75.02		47.17							
	MAINTENANCE															
	No Trouble Found - per 1/2 hour Increments - Basic						60.00	0.00								
	No Trouble Found - per 1/2 hour Increments - Overtime						120.00	0.00								
	No Trouble Found - per 1/2 hour Increments - Premium						180.00	0.00								
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5QX	0.0059										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	13.15	48.41	19.46	16.56	4.99						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5QX	0.0059										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	13.15	48.41	19.46	16.56	4.99						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5QX	0.0059										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	11.01	48.41	19.46	16.56	4.99						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0059										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	6.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5QX	0.0059										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	6.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5QX	0.1199										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	34.83	118.92	80.20	31.33	21.71						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5QX	2.83										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	349.42	320.16	86.24	86.71	52.76						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5QX	2.83										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	356.43	320.16	86.24	86.71	52.76						
	UNBUNDLED DARK FIBER															
	Dark Fiber- Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	24.17										
	Dark Fiber- Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,774.79	89.56	73.57	18.69						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	11.40										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UEPX	258.44	1,751.61	131.77	112.80	75.81						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	11.40										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	349.42	1,751.61	131.77	112.80	75.81						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	13.32	195.75	36.35	18.40	6.86						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	18.66	195.75	36.35	18.40	6.86						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	35.33	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.04	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.49	195.75	36.35	18.40	6.86						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	33.40	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.73	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.11	195.75	36.35	18.40	6.86						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	46.42	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	25.81	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	31.54	195.75	36.35	18.40	6.86						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	42.38	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	25.81	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	31.54	195.75	36.35	18.40	6.86						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	42.38	195.75	36.35	18.40	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	US_XX	49.41	209.25	70.37	37.87	6.86						

UNBUNDLED NETWORK ELEMENTS - Georgia												Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(1)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	52.55	209.25	70.37	37.87	6.86						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	68.40	209.25	70.37	37.87	6.86						
	DS3 LocalLoop in combination - per mile			UNC3X	1L3ND	11.40										
	DS3 LocalLoop in combination - Facility Termination			UNC3X	UE3PX	256.44	1,259.23	628.22	41.49	20.74						
	STS-1 Local Loop in combination - per mile			UNCSX	1L3ND	11.40										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDL51	349.42	1,259.23	628.22	41.49	20.74						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0069										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1D*V2	13.15	66.47	33.57	43.36	27.57						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0059										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1D*V4	10.78	66.47	33.57	43.36	27.57						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0059										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1D*D5	8.00	66.47	33.57	43.36	27.57						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0059										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1D*D6	8.00	66.47	33.57	43.36	27.57						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1199										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	34.93	87.67	45.59	43.76	27.95						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.63										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	348.42	325.59	78.99	49.51	32.85						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	2.63										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	356.43	325.59	78.99	49.51	32.85						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CC0EF		0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CC0SF		0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.62	23.78	2.03	0.79						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.74	7.56	0.7591	0.00						
	DS1/DS0 Channel System			UNC1X	M01	71.23	86.01	0.00	0.00	0.00						
	DS3/DS1Channel System			UNC3X, UNCSX	M03	124.39	0.00	0.00	0.00	0.00						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.479	27.30	2.90	16.85	1.04						
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D*VG	0.479	27.30	2.90	16.85	1.04						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel inthe same SWC as collocation			U1TUC	1D*VG	0.479	27.30	2.90	16.85	1.04						
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.02	27.30	2.90	16.85	1.04						
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D*DD	1.02	27.30	2.90	16.85	1.04						
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D*DD	1.02	27.30	2.90	16.85	1.04						
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UCICA	1.70	27.30	2.90	16.85	1.04						
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UCICA	1.70	27.30	2.90	16.85	1.04						
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UCICA	1.70	27.30	2.90	16.85	1.04						
	DS1 COCI in combination			UNC1X	UCID1	7.50	27.30	2.90	16.85	1.04						
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UCID1	7.50	27.30	2.90	16.85	1.04						
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UCID1	7.50	27.30	2.90	16.85	1.04						
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UCID1	7.50	27.30	2.90	16.85	1.04						
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UCID1	7.50	27.30	2.90	16.85	1.04						
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.59	5.59	6.60	6.60						

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		5.69	5.69	6.60	6.60						
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		5.69	5.69	6.60	6.60						
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.40		1.63							
	DS1 DCS Termination with DS0 Switching					20.08	24.87	18.81	15.02	11.94						
	DS1 DCS Termination with DS1 Switching					7.24	18.16	12.19	11.13	8.05						
	DS3 DCS Termination with DS1 Switching					128.34	24.87	18.81	15.02	11.94						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	13.98										
	Service Rearrangements															
	NRC - Charge in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.91	42.97								
	NRC - Charge in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.68	3.68								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.89	18.89								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit and interfaces)															
	Commingled VG COCI			XDV2X	1D1VG	0.479	27.30	2.50	16.85	1.04						
	Commingled Digital COCI			XDV6X	1D1DD	1.02	27.30	2.50	16.85	1.04						
	Commingled ISDN COCI			XDD4X	UC1CA	1.70	27.30	2.50	16.85	1.64						
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	13.15	66.47	33.57	43.38	27.57						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	10.78	66.47	33.57	43.38	27.57						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	8.00	66.47	33.57	43.38	27.57						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	8.00	66.47	33.57	43.38	27.57						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5KX	0.0059										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	13.32	195.75	36.35	18.40	6.86						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	18.86	195.75	36.35	18.40	6.86						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.93	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	21.04	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	24.49	195.75	36.35	18.40	6.86						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	39.40	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	25.81	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	31.54	195.75	36.35	18.40	6.86						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	42.38	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	25.81	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	31.54	195.75	36.35	18.40	6.86						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	42.38	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	22.73	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	29.11	195.75	36.35	18.40	6.86						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	46.42	195.75	36.35	18.40	6.86						
	Commingled DS1 COCI			XDH1X	UC1D1	7.50	27.30	2.50	16.85	1.04						
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	34.93	87.67	45.69	42.76	27.95						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1199										
	Commingled DS1/DS0 Channel System			XDH1X	M01	71.23	86.01	0.00	0.00	0.00						

UNBUNDLED NETWORK ELEMENTS - Georgia													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		QSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	49.41	209.25	70.37	37.87	6.86						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	52.56	209.25	70.37	37.87	6.86						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	66.40	209.25	70.37	37.87	6.86						
	Commingled DS3 Local Loop			HFQC6	UE3PX	258.44	1,751.51	131.77	112.80	75.81						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	11.40										
	Commingled STS-1 Local Loop			HFRST	UDLS1	349.42	1,751.51	131.77	112.80	75.81						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	124.99	0.00	0.00	0.00	0.00						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	349.42	325.59	78.99	48.51	32.85						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	2.63										
	Commingled STS-1 Interoffice Channel			HFRST	U1TFS	386.43	325.59	78.99	48.51	32.85						
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	2.63										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	24.17										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		1,774.79	89.86	73.57	18.69						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
271 DS1 LOOP																
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING															
	4-Wire DS1 Digital Loop - Zone 1		1	271CX	271JC	85.87	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 2		2	271CX	271JC	81.27	211.72	72.42	38.20	7.19						
	4-Wire DS1 Digital Loop - Zone 3		3	271CX	271JC	128.28	211.72	72.42	38.20	7.19						
	Central Office Interface Channel			271CX	271JK	9.50	27.30	2.90	16.85	1.04						
	Switch As Is conversion - single LSR			271CX	URESL		6.54	6.54								
	Switch As Is conversion - Spreadsheet			271CX	URESP		6.54	6.54								
	Extended Superframe			271CX	CCOEF		0.00									
	Superframe			271CX	CCOSF		0.00									
	Order Coordination Time Specific			271CX	CCOSL	25.00										
	Contact Name			271CX	UNECN		0.00									
LNP Query Service																
	LNP Charge Per query					0.0008227										
	LNP Service Establishment Manual						12.47		11.07							
	LNP Service Provisioning with Point Code Establishment						574.31	293.39	251.23	184.79						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PEEU		1,825.00									
	Changes to TN Range or Customer Profile			9PBDC	9PETN		182.67									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PEPC		536.23									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	176.96										
	Service Order Charge			9PBDC	9PESC		11.73									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
GA 271																
	DS1 Interoffice Channel Facility Termination (271 standalone)			U1TD1	271UA	44.04	110.92	80.20	31.33	21.71						
	DS1 Interoffice Channel per mile (271 standalone)			U1TD1	1L5UE	0.1417										
	DS3 Interoffice Channel Facility Termination (271 standalone)			U1TD3	271NA	440.53	320.16	86.24	66.71	52.76						
	DS3 Interoffice Channel per mile (271 standalone)			U1TD3	1L5NE	3.11										
	DS3 Local Loop Facility Termination (271 standalone)			UE3	271NC	323.53	1,751.51	131.77	112.80	75.81						
	DS3 Local Loop per mile (271 standalone)			UE3	1L5NC	13.47										
	DS1 Interoffice Channel Facility Termination (271 part combination)			UNC1X	271UA	44.04	110.92	80.20	31.33	21.71						
	DS1 Interoffice Channel per mile (271 part in combination)			UNC1X	1L5UE	0.1417										
	DS3 Interoffice Channel Facility Termination (271 part in combination)			UNC3X	271NA	440.53	320.16	86.24	66.71	52.76						
	DS3 Interoffice Channel per mile (271 part in combination)			UNC3X	1L5NE	3.11										
	DS3/DS1 Channel System (271 part in combination)			UNC3X	271BS	157.49	0.00	0.00	0.00	0.00						
	DS3 Local Loop Facility Termination (271 part in combination)			UNC3X	271NC	323.53	1,751.51	131.77	112.80	75.81						
	DS3 Local Loop per mile (271 part in combination)			UNC3X	1L5NC	13.47										
	DS1 Local Loop in combination (271 part in combination)		1	UNC1X	271UC	85.87	209.25	70.37	37.87	6.86						
	DS1 Local Loop in combination (271 part in combination)		2	UNC1X	271UC	81.27	209.25	70.37	37.87	6.86						
	DS1 Local Loop in combination (271 part in combination)		3	UNC1X	271UC	128.28	209.25	70.37	37.87	6.86						
	DS1 COCI (271 part in combination)			UNC1X	271UH	9.50	27.30	2.90	16.85	1.04						

UNBUNDLED NETWORK ELEMENTS - Georgia															Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Note: Rates displaying an "I" in interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Kentucky													Att: 1 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATE(S)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1s:	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		7.86	0.00	0.93	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUO, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00								
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						33.37	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.56	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	15.34	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	31.11	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.56	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	15.34	46.66	22.57	26.65	7.65						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	31.11	46.66	22.57	26.65	7.65						
	Tag Loop at End User Premise			UEANL	URE^L		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URE^1		46.86	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URE^A		24.16	24.16								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		9.00	9.00								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		23.01	23.01								

UNBUNDLED NETWORK ELEMENTS - Kentucky													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANN		13.49	13.49								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEANL	UREWD		15.78	8.94	26.65	7.65						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		46.66	22.57	26.65	7.65						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		9.00	9.00								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.58	44.97	20.89	25.64	6.65						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	11.51	44.97	20.89	25.64	6.65						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.19	44.97	20.89	25.64	6.65						
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.84								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		46.88	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		24.16	24.16								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		9.00	9.00								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQML		13.49	13.49								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEQ	UREWD		14.27	7.43	25.64	6.65						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		44.97	20.89	25.64	6.65						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		9.00	9.00								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	33.22	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	33.22	134.89	81.87	73.65	14.88						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEA	UREWD		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.16								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		134.89	81.87								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	29.26	164.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	34.25	164.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	85.08	164.11	112.36	78.91	18.66						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEA	UREWD		87.72	36.36								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	18.44	146.77	95.02	71.36	13.83						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	25.06	146.77	95.02	71.36	13.83						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	42.87	146.77	95.02	71.36	13.83						
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UDN	UREWD		91.63	44.16								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.82	141.98	79.73	69.02	11.47						

UNBUNDLED NETWORK ELEMENTS - Kentucky														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.79	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.87	141.98	79.73	69.02	11.47						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	10.82	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.79	121.18	69.00	69.09	11.54						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.87	121.18	69.00	69.09	11.54						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.20	40.40								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.75	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.56	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	10.61	151.54	89.29	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	130.74	76.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.56	130.74	76.56	69.09	11.54						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	10.61	130.74	76.56	69.09	11.54						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.68	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.98	185.75	123.50	74.95	14.69						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	164.95	114.44	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.68	164.95	114.44	77.32	15.80						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.98	164.95	114.44	77.32	15.80						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	96.47	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	114.10	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	297.76	306.69	174.44	65.83	14.55						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.09	43.54								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.59	157.81	106.08	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	32.48	157.81	106.08	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	36.37	157.81	106.08	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.59	157.81	106.08	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	32.48	157.81	106.08	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	36.37	157.81	106.08	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.59	157.81	106.08	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	32.48	157.81	106.08	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	36.37	157.81	106.08	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.59	157.81	106.08	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	32.48	157.81	106.08	78.91	18.66						

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Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.58	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.58	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	36.37	157.81	106.06	78.91	18.66						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.44	1.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.13	48.75								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.82	140.95	78.70	69.09	11.54						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.79	140.95	78.70	69.09	11.54						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.87	140.95	78.70	69.09	11.54						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.82	120.15	61.97	69.09	11.54						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.79	120.15	61.97	69.09	11.54						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.87	120.15	61.97	69.09	11.54						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		97.23	42.48								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	16.92	170.31	108.06	74.95	14.69						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	17.36	170.31	108.06	74.95	14.69						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	26.10	170.31	108.06	74.95	14.69						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	16.92	149.52	97.33	74.95	14.69						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	17.36	149.52	97.33	74.95	14.69						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	26.10	149.52	97.33	74.95	14.69						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		9.00	9.00								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	URBWO		97.23	42.48								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCCSL		23.01									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	48.75								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.04								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	12.67	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.45	134.89	81.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	33.22	134.89	81.87	73.65	14.88						

UNBUNDLED NETWORK ELEMENTS - Kentucky													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(3)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(5)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	12.67	134.89	61.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.45	134.89	61.87	73.65	14.88						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	33.22	134.89	61.87	73.65	14.88						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	29.26	184.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	34.25	184.11	112.36	78.91	18.66						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	85.06	184.11	112.36	78.91	18.66						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	86.47	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	114.10	306.69	174.44	65.83	14.55						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	297.76	306.69	174.44	65.83	14.55						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.09	43.04								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	36.37	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.59	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	32.48	157.81	106.06	78.91	18.66						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	36.37	157.81	106.06	78.91	18.66						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		24.96	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.44	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.13	49.75								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		23.01									
MAINTENANCE OF SERVICE																

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UNBUNDLED NETWORK ELEMENTS - Kentucky																	
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(1)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(3)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
		Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVDT		90.00	65.00								
		Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		9.24	9.24								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		9.24	9.24								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM3T		10.47	10.47								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		207.91	207.91								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		12.50	12.50								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		80.87	84.87								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		45.04	45.04								

UNBUNDLED NETWORK ELEMENTS - Kentucky													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	$OMEC	$OMAN	$OMAN	$OMAN	$OMAN	$OMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	6.34	85.03	39.35	59.81	7.90						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.06	85.03	39.35	59.81	7.90						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.82	85.03	39.35	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.14	102.31	56.32	65.24	10.88						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	8.83	102.31	56.32	65.24	10.88						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	25.60	102.31	56.32	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.57	68.35	22.36	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.96	78.49	30.51	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		9.00	9.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET		46.88	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		24.16	24.16								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2K	5.45	85.03	39.35	59.81	7.90						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2K	7.06	85.03	39.35	59.81	7.90						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2K	9.67	85.03	39.35	59.81	7.90						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4K	7.09	102.31	56.32	65.24	10.88						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4K	8.86	102.31	56.32	65.24	10.88						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4K	19.40	102.31	56.32	65.24	10.88						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		9.00	9.00								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URET_		8.83	0.58								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		46.88	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		24.16	24.16								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2K		5.23	5.23								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4K		5.23	5.23								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		7.97	7.97								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.53	23.51	23.51								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		73.53	49.47								
	Network Interface Device (NID) - 1-8 lines			UENTW	UND15		116.96	91.31								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.56	8.56								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.56	8.56								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Kentucky

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		23.40	23.40								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		24.85	24.85								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKHQ		0.67	0.67								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREIP	0.61	37.02	21.20	21.10	9.87						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREIV	0.61	37.02	21.20	21.10	9.87						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.73	22.96	7.20	7.20						
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.73	21.31								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.56	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEA3S	10.56	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	15.34	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEA3S	15.34	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEA_S	31.11	46.66	22.57	26.65	7.65						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEA3S	31.11	46.66	22.57	26.65	7.65						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	6.34	85.03	39.05	59.81	7.90						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	9.06	85.03	39.05	59.81	7.90						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	14.82	85.03	39.05	59.81	7.90						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0333	24.68	23.68	12.14	10.95						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0309	24.68	23.68	12.14	10.95						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.01										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.01										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	25.86	47.34	31.78	22.77	8.75						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0115										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	20.97	47.34	31.78	22.77	8.75						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0115										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	20.97	47.34	31.78	22.77	8.75						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.23										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.97										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	1,175.15	335.40	219.24	89.57	87.75						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.97										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	1,149.51	335.40	219.24	89.57	87.75						
	UNBUNDLED DARK FIBER															

UNBUNDLED NETWORK ELEMENTS - Kentucky													Att: 2 Exhc A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.74										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDFI4		752.53	192.67	377.27	241.67						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.25										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.31	551.38	336.08	173.00	120.42						
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	9.25										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	320.51	551.38	336.08	173.00	120.42						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used In Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	12.67	125.22	80.48	59.69	7.84						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.45	125.22	80.48	59.69	7.84						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	33.22	125.22	80.48	59.69	7.84						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	29.26	125.22	80.48	59.69	7.84						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	34.25	125.22	80.48	59.69	7.84						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	85.06	125.22	80.48	59.69	7.84						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	18.44	125.22	80.48	59.69	7.84						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	25.06	125.22	80.48	59.69	7.84						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	42.87	125.22	80.48	59.69	7.84						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDLS6	27.59	125.22	80.48	59.69	7.84						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDLS6	32.48	125.22	80.48	59.69	7.84						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDLS6	36.37	125.22	80.48	59.69	7.84						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.59	125.22	80.48	59.69	7.84						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	32.48	125.22	80.48	59.69	7.84						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	36.37	125.22	80.48	59.68	7.84						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	86.47	210.70	114.60	63.96	17.97						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	114.10	210.70	114.60	63.96	17.97						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	297.76	210.70	114.60	63.96	17.97						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	9.25										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.31	237.36	147.69	63.43	32.67						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	9.25										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	320.51	237.36	147.69	63.43	32.67						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.01										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TY2	23.95	98.09	53.67	56.31	22.42						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.01										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TY4	21.28	98.09	53.67	56.31	22.42						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.01										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.25	98.09	53.67	56.31	22.42						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.01										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	17.25	98.09	53.67	56.31	22.42						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.19										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	79.02	181.24	123.53	56.72	22.32						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	966.89	350.56	141.58	48.00	23.39						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.09										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	945.79	350.56	141.58	48.00	23.39						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.91	23.82	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		205.70	7.20	0.8924	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	113.33	57.26	14.74	1.86	1.87						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	158.20	115.48	56.53	15.12	5.30						

UNBUNDLED NETWORK ELEMENTS - Kentucky

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($)					
											$OMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6228	6.71	4.84								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1V8	0.6228	6.71	4.84								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1V8	0.6228	6.71	4.84								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.32	6.71	4.84								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.32	6.71	4.84								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.32	6.71	4.84								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.84	6.71	4.84								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.84	6.71	4.84								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.84	6.71	4.84								
	DS1 COC in combination			UNC1X	UC1D1	11.80	6.71	4.84								
	DS1 COC - for Stand Alone Local Channel			ULDD1	UC1D1	11.80	6.71	4.84								
	DS1 COC - for Stand Alone Interoffice Channel			U1TD1	UC1D1	11.80	6.71	4.84								
	DS1 COC - for DS1 Local Loop			USL, NTCD1	UC1D1	11.80	6.71	4.84								
	DS1 COC - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	11.80	6.71	4.84								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDPCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		8.98	8.98									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URE5L		36.80	16.10								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.63		2.03							
	DS1 DCS Termination with DS0 Switching					25.88	32.88	23.58	21.09	15.88						
	DS1 DCS Termination with DS1 Switching					12.41	25.07	15.76	16.23	11.02						
	DS3 DCS Termination with DS1 Switching					154.20	32.88	23.58	21.09	15.88						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT											
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.04								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.67	3.67								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.87	18.87								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	0.6228	6.71	4.84								
	Commingled Digital COCI			XDV6X	1D1DD	1.32	6.71	4.84								

UNBUNDLED NETWORK ELEMENTS - Kentucky														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled ISDN COCI			XDD4X	UC1CA	2.84	6.71	4.84								
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	23.95	98.09	53.67	56.31	22.42						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	21.28	98.09	53.67	56.31	22.42						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	20.97	98.09	53.67	56.31	22.42						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	17.25	98.09	53.67	56.31	22.42						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.01										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	12.87	125.22	60.48	59.69	7.84						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.45	125.22	60.48	59.69	7.84						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	33.22	125.22	60.48	59.69	7.84						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	29.26	125.22	60.48	59.69	7.84						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	34.25	125.22	60.48	59.69	7.84						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	85.06	125.22	60.48	59.69	7.84						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.59	125.22	60.48	59.69	7.84						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	32.48	125.22	60.48	59.69	7.84						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	36.37	125.22	60.48	59.69	7.84						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.59	125.22	60.48	59.69	7.84						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	32.48	125.22	60.48	59.69	7.84						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	36.37	125.22	60.48	59.69	7.84						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	18.44	125.22	60.48	59.69	7.84						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	25.09	125.22	60.48	59.69	7.84						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	42.87	125.22	60.48	59.69	7.84						
	Commingled DS1 COCI			XDH1X	UC1D1	11.80	6.71	4.84								
	Commingled DS1 Interoffice Channel			XDH1X	U1TP1	79.02	181.24	123.53	56.72	22.32						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.19										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	113.93	57.26	14.74	1.86	1.67						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	66.47	210.70	114.60	63.96	17.97						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	114.10	210.70	114.60	63.96	17.97						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	297.76	210.70	114.60	63.96	17.97						
	Commingled DS3 Local Loop			HFQC6	UE3FX	308.31										
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	9.25										
	Commingled STS-1 Local Loop			HFRST	UDLS1	320.31	237.36	147.69	83.43	32.67						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	158.20	115.48	56.53	15.12	5.30						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	966.89	350.56	141.58	48.00	23.39						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.09										
	Commingled STS-1 Interoffice Channel			HFRST	U1TFS	945.79	350.56	141.58	48.00	23.39						
	Commingled STS-1 Interoffice Channel Mileage			HFRST	1L5XX	4.09										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	30.74										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		732.63	192.67	377.27	241.87						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0008695										
	LNP Service Establishment Manual						13.82	13.82	12.71	12.71						
	LNP Service Provisioning with Point Code Establishment						953.27	48.00	431.95	317.61						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment, per CLEC per End User Account			9PBDC	9PBEU		1,814.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.57									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		533.00									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	179.88										
	Service Order Charge			9PBDC	9PBSC		7.86									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Louisiana														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.90	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	23.33	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	48.43	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.90	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	23.33	36.54	16.87								
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	48.43	36.54	16.87								
	Tag Loop at End User Premise			UEANL	URETL		8.92	0.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56	17.56								

UNBUNDLED NETWORK ELEMENTS - Louisiana														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(1)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(3)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.93								
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		36.54	16.87								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		7.92	7.92								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	1	1	UEQ	UEQ2X	12.40	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	1	2	UEQ	UEQ2X	14.32	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	1	3	UEQ	UEQ2X	16.87	35.27	15.60								
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URETI		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBWC		7.92	7.92								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQNU		13.04	13.04								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.25	7.42								
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		35.27	15.60								
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		7.92	7.92								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	50.46	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	50.46	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.59	36.80								
	Loop Tagging - Service Level 2 (SL2)			UEA	URET.		11.20	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		102.10	65.72								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	30.81	127.40	91.32								
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.32	127.40	91.32								
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.39	127.40	91.32								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES.		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.59	36.80								
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.09	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	35.28	113.34	76.96								
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	65.18	113.34	76.96								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.49	44.89								
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.29	117.09	68.36								

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UNBUNDLED NETWORK ELEMENTS - Louisiana														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	14.09	117.06	68.36								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	15.75	117.06	68.36								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.29	92.83	56.92								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	14.09	92.83	56.92								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	15.75	92.83	56.92								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UAL	UREWO		86.07	40.34								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.79	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.52	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.74	125.50	76.77								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.79	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.52	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.74	101.24	64.43								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UHL	UREWO		86.00	40.34								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.24	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.65	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.34	153.26	104.54								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.24	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.65	129.00	92.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.34	129.00	92.20								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UHL	UREWO		86.00	40.34								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	85.70	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	184.96	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	481.94	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		24.98	3.62								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			USL	UREWO		100.93	42.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	30.99	121.86	85.48								
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	36.78	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	38.92	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	30.99	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	36.78	121.86	85.48								

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UNBUNDLED NETWORK ELEMENTS - Louisiana

Att 2 Exh A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	38.92	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per OSO)			UDL	URESL		24.98	3.92								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DSO)			UDL	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.97	49.67								
	2-WIRE UnbundledCOPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.29	116.18	67.45								
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	14.09	116.18	67.45								
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	15.75	116.18	67.43								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.29	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	14.09	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	15.75	91.92	55.12								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		91.92	42.47								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	22.27	139.69	90.94								
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.95	139.69	90.94								
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	10.99	139.69	90.94								
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	22.27	115.43	78.63								
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.95	115.43	78.63								
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	10.99	115.43	78.63								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		91.92	42.47								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.59	36.30								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.59	36.30								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.49	44.08								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.97	49.67								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.93	42.98								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	50.46	102.10	65.72								

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UNBUNDLED NETWORK ELEMENTS - Louisiana													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.93	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	25.35	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	50.48	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facity, per circuit			NTCVG	UREWO		87.59	36.30								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	30.81	127.40	91.02	0.00	0.00						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.32	127.40	91.02	0.00	0.00						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.39	127.40	91.02	0.00	0.00						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facity, per circuit			NTCVG	UREWO		87.59	36.30								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	85.70	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	194.96	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	491.94	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facity, per circuit			NTCD1	UREWO		100.93	42.99								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	30.99	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	36.78	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	38.92	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	30.99	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	36.78	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	38.92	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	30.99	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	36.78	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	38.92	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		24.98	3.52								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.47	5.01								
	Unbundled Loop Service Rearrangement, change in loop facity, per circuit			NTCUD	UREWO		101.97	46.67								
	Order Coordination for Specified Conversion Time (per LSF)			NTCVG, NTCUD, NTCD1	OCOSL		17.56									
MAINTENANCE OF SERVICE																

UNBUNDLED NETWORK ELEMENTS - Louisiana

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVV3T		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVV0T		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																	
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMET		12.15	12.15								
SUB-LOOPS																	
	Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09	144.09								
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99								
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16	86.16								
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13								

UNBUNDLED NETWORK ELEMENTS - Louisiana													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(1)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(5)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.57	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.75	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	21.45	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	11.76	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.84	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	19.27	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBN2	2.91	51.48	17.85								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBN4	6.58	57.54	21.71								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.26	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	10.07	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	12.70	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	8.03	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	10.71	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	6.06	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.28	19.28								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Lead Coil/Equp Removal per 2-W PR			UEF	ULN2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Lead Coil/Equp Removal per 4-W PR			UEF	ULN4X		0.00	0.00								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		224.55	4.29								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3454	14.72	14.72								
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		42.26	27.83								
	Network Interface Device (NID) - 1-8 lines			UENTW	UND16		62.86	48.43								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.73	5.73								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.73	5.73								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID Installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Louisiana																AR: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		23.29	23.29								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		24.70	24.70								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.19	0.19								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	17.97	10.29								
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	17.97	10.29								
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.83	23.90	7.19	7.19						
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.82	21.15								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.90	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.90	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	23.33	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	23.33	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	48.43	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	48.43	36.54	16.87	0.00	0.00						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	7.57	63.89	30.66	0.00	0.00						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	12.75	63.89	30.66	0.00	0.00						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	21.45	63.89	30.66	0.00	0.00						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0318	11.94	11.46	0.00	0.00						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0296	11.94	11.46	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.60	39.36	26.82								
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.013										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.60	39.36	26.82								
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.013										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.81	39.36	26.82								
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.013										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.61	39.36	26.82								
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.013										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.61	39.36	26.82								
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.2652										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	70.47	86.59	79.44								
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	6.04										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	850.45	270.69	158.05								
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	6.04										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	830.19	270.69	158.05								
	UNBUNDLED DARK FIBER															

UNBUNDLED NETWORK ELEMENTS - Louisiana													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.28										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		620.60	133.88								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone																
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	10.04										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	362.34	438.46	256.30								
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	10.04										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	374.56	438.46	256.30								
ENHANCED EXTENDED LINK (EELs)																
Network Elements Used in Combinations																
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.90	94.21	45.39								
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	25.35	94.21	45.39								
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	50.46	94.21	45.39								
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	30.81	94.21	45.39								
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.32	94.21	45.39								
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.39	94.21	45.39								
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	22.09	94.21	45.39								
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	35.26	94.21	45.39								
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	85.18	94.21	45.39								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDLS6	30.99	94.21	45.39								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDLS6	36.78	94.21	45.39								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDLS6	38.92	94.21	45.09								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	30.99	94.21	45.09								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	36.78	94.21	45.09								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	38.92	94.21	45.09								
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	85.70	169.22	100.89								
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	194.96	169.22	100.89								
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	491.94	169.22	100.89								
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	10.04										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	362.34	188.45	125.51								
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	10.04										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	374.56	188.45	125.51								
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.013										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	22.60	72.60	41.75								
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.013										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	19.81	72.60	41.75								
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.013										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD6	15.61	72.60	41.75								
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.013										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.61	72.60	41.75								
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.2652										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	70.47	143.56	103.88								
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	6.04										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	850.45	296.68	121.16								
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	6.04										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TF5	830.19	296.68	121.16								
ADDITIONAL NETWORK ELEMENTS																
Optional Features & Functions:																
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.65	23.79	1.97	0.77						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.78	7.56	0.7263	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	105.09	59.97	12.96								
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	201.46	107.05	48.07								

UNBUNDLED NETWORK ELEMENTS - Louisiana													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Voice Grade COCI in combination			UNCVX	1D1VG	0.6497	5.91	4.26								
	Voice Grade COCI - for 2W-BL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.6497	5.91	4.26								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.6497	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.38	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.38	5.91	4.26								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.38	5.91	4.26								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.96	6.39	4.58								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.96	6.39	4.58								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.96	6.39	4.58								
	DS1 COCI in combination			UNC1X	UC1D	11.78	5.91	4.26								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D	11.78	5.91	4.26								
	DS1 COCI - for Stand Alone InterOffice Channel			U1TD1	UC1D	11.78	5.91	4.26								
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D	11.78	5.91	4.26								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D	11.78	5.91	4.26								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFOC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.43	5.43									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.83	16.72								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES3		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.43									
	DS1 DCS Termination with DS0 Switching					18.58	24.81	19.99								
	DS1 DCS Termination with DS1 Switching					10.95	17.93	12.22								
	DS3 DCS Termination with DS1 Switching					149.41	24.81	19.99								
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	15.43										
	Service Rearrangements															
	NRC - Charge in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URET3		100.93	42.98								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URET3		3.67	3.67								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.85	18.85								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00									
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	0.6497	5.91	4.26								
	Commingled Digital COCI			XDV6X	1D1DD	1.38	5.91	4.26								

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UNBUNDLED NETWORK ELEMENTS - Louisiana

Att 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled ISDN COCI			XDD4X	UC1CA	2.96	6.39	4.58								
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	22.60	72.60	41.75								
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	19.81	72.60	41.75								
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.81	72.60	41.75								
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.81	72.60	41.75								
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.013										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.99	94.21	45.39								
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	25.35	94.21	45.39								
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	50.46	94.21	45.39								
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEALJ	30.81	94.21	45.39								
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEALJ	38.32	94.21	45.39								
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEALJ	60.39	94.21	45.39								
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL5I	30.99	94.21	45.39								
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL5I	38.78	94.21	45.39								
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL5I	38.92	94.21	45.39								
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL6I	30.99	94.21	45.39								
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL6I	38.78	94.21	45.39								
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL6I	38.92	94.21	45.39								
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	22.09	94.21	45.09								
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	35.28	94.21	45.09								
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	65.18	94.21	45.09								
	Commingled DS1 COCI			XDH1X	UC1D1	11.78	5.91	4.26								
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	70.47	143.56	103.88								
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.2852										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	105.09	58.87	12.86								
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	85.70	169.22	100.89								
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	184.96	169.22	100.89								
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	491.94	169.22	100.89								
	Commingled DS3 Local Loop			HFQC6	UE3PX	362.34	188.45	125.51								
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5N0	10.04										
	Commingled STS-1 Local Loop			HFRST	UDLS1	374.56	188.45	125.51								
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	201.48	107.05	48.07								
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	850.45	296.68	121.16								
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	6.04										
	Commingled STS-1Interoffice Channel			HFRST	U1TF3	830.19	296.68	121.16								
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	6.04										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	25.28										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		520.60	133.88								
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0008559										
	LNP Service Establishment Manual						12.16									
	LNP Service Provisioning with Point Code Establishment						576.33	294.43								
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,819.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.99									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		534.22									
	PBX Locate Service Support per CLEC (Month)			9PBDC	9PBMR	178.58										
	Service Order Charge			9PBDC	9PBSC		15.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.75	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TQ3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLC8, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDD3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TU8, U1TUA,NTCVG, NTCUD, NTCD1											
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day				SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	12.03	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.87	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	25.68	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4		4	UEANL	UEAL2	43.85	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	12.03	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	16.87	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	25.68	37.92	17.55	23.48	5.25						
	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 4		4	UEANL	UEASL	43.85	37.92	17.55	23.48	5.25						
	Tag Loop at End User Premise			UEANL	URETL		6.92	0.00								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
	Manual Order Coordination for UVL-SLIs (per loop)			UEANL	UEAMC		8.20	8.20								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Mississippi																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		18.19	18.13								
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANN		13.51	13.51								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.75	8.92	23.48	5.25						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.92	17.55	23.48	5.25						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.20	8.20								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	11.01	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	11.51	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	11.57	36.53	16.16	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 4	I	4	UEQ	UEQ2X	13.10	36.53	16.16	22.66	4.42						
	Tag Loop at End User Premise			UEQ	URETL		8.92	0.86								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.97	19.97								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.20	8.20								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.51	13.51								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.24	7.42	22.66	4.42						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		36.53	16.16	22.66	4.42						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.20	8.20								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	16.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	UEA	UEAL2	45.72	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	16.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	UEA	UEAR2	45.72	105.96	68.28	52.82	10.37						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.50	5.42								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.56	36.29								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.19	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		105.96	68.28								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	27.47	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.26	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 4		4	UEA	UEAL4	50.03	132.27	94.59	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES.		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.56	36.29								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2>	21.01	117.61	79.32	52.82	10.37						

UNBUNDLED NETWORK ELEMENTS - Mississippi — Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	27.59	117.61	79.92	52.82	10.37						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.34	117.61	79.92	52.82	10.37						
	2-Wire ISDN Digital Grade Loop - Zone 4		4	UDN	U1L2X	59.18	117.61	79.92	52.82	10.37						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.46	44.37								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2)	11.11	121.27	70.31	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2)	11.47	121.27	70.31	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2)	11.74	121.27	70.31	50.38	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2)	12.69	121.27	70.31	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	11.11	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.47	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	11.74	96.15	58.03	50.38	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2W	12.69	96.15	58.03	50.38	7.93						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		66.04	40.33								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2)	8.75	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2)	9.22	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2)	9.87	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2)	10.46	129.98	79.52	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.75	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.22	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.87	104.86	66.74	50.38	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	10.46	104.86	66.74	50.38	7.93						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		85.98	40.33								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.78	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	13.43	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.59	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	14.46	158.74	108.28	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.78	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	13.43	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.59	133.62	95.50	56.72	10.68						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	14.46	133.62	95.50	56.72	10.68						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		85.98	40.33								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.08	253.93	158.45	46.10	12.07						

UNBUNDLED NETWORK ELEMENTS - Mississippi

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	129.38	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	208.74	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	458.46	253.93	158.45	46.10	12.07						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		25.01	3.33								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.50	5.82								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.90	42.96								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps-Zone 1		1	UDL	UDL2X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	UDL	UDL2X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	UDL	UDL4X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.44	126.53	88.85	60.68	14.64						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	34.55	126.53	88.85	60.68	14.64						
	8 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	40.76	126.53	88.85	60.68	14.64						
	7 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	UDL	UDL9X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL1S	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL1S	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL1S	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	UDL	UDL1S	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL5X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL5X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL5X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	UDL	UDL5X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL6X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL6X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL6X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	UDL	UDL6X	32.25	126.53	88.85	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		25.01	3.33								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.50	5.82								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.94	49.36								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLP3	11.11	120.34	69.37	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLP3	11.47	120.34	69.37	50.38	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLP3	11.74	120.34	69.37	50.38	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 4		4	UCL	UCLP3	12.69	120.34	69.37	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.11	95.21	57.39	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.47	95.21	57.39	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	11.74	95.21	57.39	50.38	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCLPW	12.69	95.21	57.39	50.38	7.93						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		95.21	42.40								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.30	144.68	94.22	56.72	10.68						

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UNBUNDLED NETWORK ELEMENTS - Mississippi — Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	18.84	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4S	21.33	144.68	94.22	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.30	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	18.84	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 4		4	UCL	UCL4W	21.33	119.56	81.44	56.72	10.68						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.20	8.20								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UCL	UREWO		95.21	42.40								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOS.		18.19									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.56	36.29								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.56	36.29								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.46	44.67								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.84	49.66								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.90	42.56								
UNE LOOP COMMINGLING																
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 4		4	NTCVG	UEAL2	45.72	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	13.89	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	18.75	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	27.55	105.96	68.28	52.82	10.37						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 4		4	NTCVG	UEAR2	45.72	105.96	68.28	52.82	10.37						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.56	36.29								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.19	1.19								
				NTCVG												
	4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	27.47	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	36.26	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop - Zone 4		4	NTCVG	UEAL4	50.03	132.27	94.59	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.50	5.02								

UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		67.56	36.29								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.06	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	129.38	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	206.74	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop - Zone 4		4	NTCD1	USLXX	458.46	253.93	158.45	46.10	12.07						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESF		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.90	42.98								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps-Zone 1		1	NTCUD	UDL2X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 4		4	NTCUD	UDL2X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 4		4	NTCUD	UDL4X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.44	126.53	88.85	60.68	14.64						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	34.55	126.53	88.85	60.68	14.64						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	40.76	126.53	88.85	60.68	14.64						
	7 Wire Unbundled Digital Loop 9.6 Kbps - Zone 4		4	NTCUD	UDL9X	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 4		4	NTCUD	UDL19	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL5E	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL5E	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL5E	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 4		4	NTCUD	UDL5E	32.25	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL6I	27.44	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL6I	34.55	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL6I	40.76	126.53	88.85	60.68	14.64						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 4		4	NTCUD	UDL6I	32.25	126.53	88.85	60.68	14.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URES_		25.01	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.50	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.94	49.66								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		18.19									
MAINTENANCE OF SERVICE																
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULD01, ULD03, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								

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UNBUNDLED NETWORK ELEMENTS - Mississippi														Att: 2 Edit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVP"		100.00	75.00								
LOOP MODIFICATION																	
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.57	32.57								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.57	32.57								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.59	32.59								
SUB-LOOPS																	
	Sub-Loop Distribution																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	1		UEANL, UEF	USBSA		259.69									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	1		UEANL, UEF	USBSB		22.77									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	1		UEANL	USBSC		178.47									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	1		UEANL	USBSD		56.39									
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	7.15	66.18	31.18	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.51	66.18	31.18	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.45	66.18	31.18	45.36	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN2	18.26	66.18	31.18	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		6.20	6.20								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	13.92	79.49	44.45	51.27	9.35						

UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 4		4	UEANL	USBN4	16.73	79.49	44.45	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.29	53.32	18.38	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.40	59.80	24.55	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.20	8.20								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.97	19.97								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.06	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	7.09	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	8.16	66.18	31.14	45.36	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS2X	9.90	66.18	31.14	45.36	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.10	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	9.11	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 4		4	UEF	UCS4X	14.00	79.49	44.45	51.27	9.35						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.20	8.20								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.92	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.36	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.97	19.97								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.80	5.13								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.80	5.13								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULM8T		279.81	6.15								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3366	30.55									
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UNDI2		43.84	26.90								
	Network Interface Device (NID) - 1-8 lines			UENTW	UNDI6		65.30	50.36								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.94	5.94								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.94	5.94								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVQ, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCCSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCCEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNCBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		24.12	24.12								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		25.58	25.58								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.6852	0.6852								
LINE SPLITTING																

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UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exhc A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	18.62	10.66	10.04	4.93						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	18.62	10.66	10.04	4.93						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	56.96	23.08	7.19	7.19						
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		53.94	21.40								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.03	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.03	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.87	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.87	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	25.68	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	25.68	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEALS	43.85	37.92	17.55	23.48	5.25						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 4		4	UEPSR UEPSB	UEABS	43.85	37.92	17.55	23.48	5.25						
	Remote Site 2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 1		1	UEPSR UEPSB	UEARS	7.15	66.18	31.14	45.36	6.71						
	Remote Site2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 2		2	UEPSR UEPSB	UEARS	9.51	66.18	31.14	45.36	6.71						
	Remote Site2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 3		3	UEPSR UEPSB	UEARS	12.45	66.18	31.14	45.36	6.71						
	Remote Site2 Wire Analog Voice Grade Loop -Service Level 1-Line Splitting - CLEC Owned Splitter - Zone 4		4	UEPSR UEPSB	UEARS	18.26	66.18	31.14	45.36	6.71						
	PHYSICAL COLLOCATION															
	Physical Colocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PEILS	0.0288	12.37	11.87	6.04	5.45						
	VIRTUAL COLLOCATION															
	Virtual Colocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VEILS	0.0288	12.37	11.87	6.04	5.45						
	UNBUNDLED DEDICATED TRANSPORT															
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0096										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0096										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	22.52	40.77	27.57	17.26	7.11						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0096										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	19.79	40.77	27.57	17.26	7.11						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0096										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.68	40.77	27.57	17.26	7.11						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0096										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.68	40.77	27.57	17.26	7.11						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.201										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	57.33	89.79	82.28	16.86	14.90						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.76										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	641.90	280.37	163.70	62.06	60.29						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.76										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	644.21	280.37	163.70	62.06	60.29						
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.27										

UNBUNDLED NETWORK ELEMENTS - Mississippi

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Dark Fiber - interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		642.79	138.67	326.97	203.85						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	11.20										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	328.15	454.13	265.47	123.23	86.19						
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	11.20										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	338.56	454.13	265.47	123.23	86.19						
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used In Combinations															
	2-Wire VG Loop (SL2) In Combination - Zone 1		1	UNCVX	UEAL2	13.89	105.96	66.28	52.82	10.37						
	2-Wire VG Loop (SL2) In Combination - Zone 2		2	UNCVX	UEAL2	18.75	105.96	66.28	52.82	10.37						
	2-Wire VG Loop (SL2) In Combination - Zone 3		3	UNCVX	UEAL2	27.55	105.96	66.28	52.82	10.37						
	2-Wire VG Loop (SL2) In Combination - Zone 4		4	UNCVX	UEAL2	45.72	105.96	66.28	52.82	10.37						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	27.47	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	36.26	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64						
	4-Wire Analog Voice Grade Loop in Combination - Zone 4		4	UNCVX	UEAL4	50.03	132.27	94.59	60.68	14.64						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.01	117.61	79.92	52.82	10.37						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	27.59	117.61	79.92	52.82	10.37						N/A
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.34	117.61	79.92	52.82	10.37						
	2-Wire ISDN Loop in Combination - Zone 4		4	UNCNX	U1L2X	59.18	117.61	79.92	52.82	10.37						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.44	126.53	88.85	60.68	14.64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	34.55	126.53	88.85	60.68	14.64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	40.76	126.53	88.85	60.68	14.64						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL56	32.25	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.44	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	34.55	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	40.76	126.53	88.85	60.68	14.64						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 4		4	UNCDX	UDL64	32.25	126.53	88.85	60.68	14.64						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79.08	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	129.38	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	206.74	253.93	158.45	46.10	12.07						
	4-Wire DS1 Digital Loop in Combination - Zone 4		4	UNC1X	USLXX	458.46	253.93	158.45	46.10	12.07						
	DS3 Local Loop in combination - per mile			UNC3X	1L5NE	11.20										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	328.15	454.13	265.47	123.23	86.19						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5NE	11.20										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	338.56	454.13	265.47	123.23	86.19						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0068										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	20.32	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0068										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	17.86	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0068										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	14.14	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0068										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	14.14	40.77	27.57	17.26	7.11						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1813										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	51.72	89.79	62.28	16.86	14.90						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.29										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	579.12	280.37	163.70	62.08	60.29						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.29										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TF5	581.21	280.37	163.70	62.08	60.29						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	1		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	1		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	1		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.80	23.78	1.96	0.78						

UNBUNDLED NETWORK ELEMENTS - Mississippi

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.72	7.65	0.7201	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	102.85	91.57	82.94	10.87	10.10						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	176.63	179.17	84.52	34.30	32.62						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.5737	6.62	4.74								
	Voice Grade COCI - for ZW-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.5737	6.62	4.74								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.5737	6.62	4.74								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.22	6.62	4.74								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.22	6.62	4.74								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.22	6.62	4.74								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.62	6.62	4.74								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	2.62	6.62	4.74								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.62	6.62	4.74								
	DS1 COCI in combination			UNC1X	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	12.96	6.62	4.74								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	12.96	6.62	4.74								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFOC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.63	5.63									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		36.87	16.14								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, Incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.49		1.90							
	DS1 DCS Termination with DS0 Switching					20.81	25.69	19.77	17.15	13.79						
	DS1 DCS Termination with DS1 Switching					10.75	18.57	12.65	12.60	9.24						
	DS3 DCS Termination with DS1 Switching					145.05	25.69	19.77	17.15	13.79						
	Node (Synchronet)															
	Node per month			UNCDX	UNCN*											
	Service Rearrangements															
	NRC - Charge in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.90	42.95								
	NRC - Charge in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, UEA, UDL, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETS		3.68	3.68								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.87	18.87								
COMMINGLING																

UNBUNDLED NETWORK ELEMENTS - Mississippi

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CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
				UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1												
	Commingling Authorization				CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X, NTCVG	1D1VG	0.5737	6.62	4.74								
	Commingled Digital COCI			XDV6X, NTCUD	1D1D0	1.22	6.62	4.74								
	Commingled ISDN COCI			XDD4X	UC1CA	2.62	6.62	4.74								
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	22.52	40.77	27.57	17.26	7.11						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	19.79	40.77	27.57	17.26	7.11						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.68	40.77	27.57	17.26	7.11						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.68	40.77	27.57	17.26	7.11						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.0068										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	13.89	105.96	68.28	52.82	10.37						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	18.75	105.96	68.28	52.82	10.37						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	27.55	105.96	68.28	52.82	10.37						
	Commingled 2-wire Local Loop Zone 4		4	XDV2X	UEAL2	45.72	105.96	68.28	52.82	10.37						
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	27.47	132.27	94.59	60.68	14.64						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.28	132.27	94.59	60.68	14.64						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	50.00	132.27	94.59	60.68	14.64						
	Commingled 4-wire Local Loop Zone 4		4	XDV6X	UEAL4	50.00	132.27	94.59	60.68	14.64						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.44	126.53	88.85	60.68	14.64						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	34.55	126.53	88.85	60.68	14.64						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	40.76	126.53	88.85	60.68	14.64						
	Commingled 56kbps Local Loop Zone 4		4	XDD4X	UDL56	32.25	126.53	88.85	60.68	14.64						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.44	126.53	88.85	60.68	14.64						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	34.55	126.53	88.85	60.68	14.64						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	40.76	126.53	88.85	60.68	14.64						
	Commingled 64kbps Local Loop Zone 4		4	XDD4X	UDL64	32.25	126.53	88.85	60.68	14.64						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	21.01	117.61	79.92	52.82	10.37						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	27.59	117.61	79.92	52.82	10.37						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.34	117.61	79.92	52.82	10.37						
	Commingled ISDN Local Loop Zone 4		4	XDD4X	U1L2X	59.18	117.61	79.92	52.82	10.37						
	Commingled DS1 COCI			XDH1X, NTCD1	UC1D1	12.96	6.62	4.74								
	Commingled DS1 Interoffice Channel			XDH1X	U1TF1	57.33	89.79	62.28	16.86	14.90						
	Commingled DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.1613										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	102.85	91.57	62.94	10.87	10.10						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.06	253.93	158.45	46.10	12.07						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	129.38	253.93	158.45	46.10	12.07						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	208.74	253.93	158.45	46.10	12.07						
	Commingled DS1 Local Loop Zone 4		4	XDH1X	USLXX	458.46	253.93	158.45	46.10	12.07						
	Commingled DS3 Local Loop			HFQC6	UE3FX	326.15	454.13	285.47	123.23	86.19						
	Commingled DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	11.20										
	Commingled STS-1 Local Loop			HFRST	UDLS1	338.55	454.13	285.47	123.23	86.19						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	170.63	179.17	94.52	34.30	32.82						
	Commingled DS3 Interoffice Channel			HFQC6	U1TF3	641.90	280.37	183.70	62.08	60.29						
	Commingled DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.29										
	Commingled STS-1Interoffice Channel			HFRST	U1TFS	644.21	280.37	183.70	62.08	60.29						
	Commingled STS-1Interoffice Channel Mileage			HFRST	1L5XX	4.29										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	28.27										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		642.79	138.67	326.97	203.85						
	UNE to Commingled Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0008477										
	LNP Service Establishment Manual						12.59	12.59	11.58	11.58						

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UNBUNDLED NETWORK ELEMENTS - Mississippi													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	LNP Service Provisioning with Point Code Establishment						596.94	304.16	270.49	198.89						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,822.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.29									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Charge Company (Service Provider) ID			9PBDC	9PBPC		535.11									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	178.43										
	Service Order Charge			9PBDC	9PBSC		15.75									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - North Carolina																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																	
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.																
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.20	0.00	15.20	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																	
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																	
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00							
	Order Modification Additional Dispatch Charge (OMCAD)						0.00	0.00	0.00	0.00							
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	10.82	36.54	16.87									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	16.21	36.54	16.87									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	24.08	36.54	16.87									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	10.82	36.54	16.87									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	16.21	36.54	16.87									
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	24.08	36.54	16.87									
	Tag Loop at End User Premise			UEANL	URETL		8.93	0.00									
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00									
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		7.92	7.92									
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		17.56										

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UNBUNDLED NETWORK ELEMENTS - North Carolina													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.04	13.04								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.74	8.82								
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		36.54	16.87								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		7.92	7.92								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	10.93	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	12.75	35.27	15.60								
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	13.82	35.27	15.60								
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET*		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.28	19.28								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBM2		7.92	7.92								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMJ		13.04	13.04								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.23	7.41								
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		35.27	15.60								
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		7.92	7.92								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	25.23	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	25.23	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.48	36.25								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.20	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		102.10	65.72								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	19.52	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	24.74	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	46.11	127.40	91.02								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.48	36.25								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	19.78	113.34	78.96								
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	26.16	113.34	78.96								
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	35.37	113.34	78.96								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.39	44.04								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	10.14	117.08	68.36								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - North Carolina																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	11.59	117.06	68.56								
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	12.28	117.06	68.56								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	10.14	92.83	56.92								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	11.59	92.83	56.92								
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	12.28	92.83	56.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		78.06	32.38								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	7.95	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	9.15	125.50	76.77								
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	9.53	125.50	76.77								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	7.95	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	9.15	101.24	64.43								
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	9.53	101.24	64.43								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		78.00	32.38								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	11.01	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	12.20	153.26	104.54								
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	13.49	153.26	104.54								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	11.01	129.00	82.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	12.20	129.00	82.20								
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	13.49	129.00	82.20								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		78.00	32.38								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	63.62	245.16	152.36								
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	104.40	245.16	152.36								
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	210.22	245.16	152.36								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		25.03	3.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		28.62	5.32								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		100.82	42.93								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2K	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2K	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2K	43.06	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4K	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4K	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4K	43.06	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9K	21.98	121.86	85.48								
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9K	27.58	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9K	43.06	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	21.98	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	27.58	121.86	85.48								

UNBUNDLED NETWORK ELEMENTS - North Carolina — Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	43.08	121.86	85.44								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	21.98	121.86	85.44								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	27.58	121.86	85.44								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	43.08	121.86	85.44								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	21.98	121.86	85.44								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	27.58	121.86	85.44								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	43.08	121.86	85.44								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		25.03	3.54								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		101.86	49.62								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	10.14	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	11.59	116.18	67.46								
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	12.28	116.18	67.46								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	10.14	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	11.59	91.92	55.12								
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	12.28	91.92	55.12								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		89.06	34.45								
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	13.10	139.69	90.96								
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	15.17	139.69	90.96								
	4-Wire Copper Loop including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	17.03	139.69	90.96								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	13.10	115.43	78.63								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	15.17	115.43	78.63								
	4-Wire Copper Loop without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	17.03	115.43	78.63								
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		7.92	7.92								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		89.06	34.45								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		17.56									
	Rearrangements															
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.49	36.28								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.49	36.28								N/A
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.39	44.04								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		101.86	49.62								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		100.82	42.98								
	UNE LOOP COMMINGLING															
	2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	25.23	102.10	65.72								

UNBUNDLED NETWORK ELEMENTS - North Carolina													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	11.96	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	17.36	102.10	65.72								
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	25.23	102.10	65.72								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.49	36.28								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.20	1.19								
	4-WIRE ANALOG VOICE GRADE LOOP -COMMINGLING															
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	19.52	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	24.74	127.40	91.02								
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	46.11	127.40	91.02								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.49	36.28								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	63.62	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	104.40	245.16	152.98								
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	210.22	245.16	152.98								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		100.82	42.93								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	43.06	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	NTCUD	UDL4X	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	43.06	121.86	85.48								
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	21.98	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	27.58	121.86	85.48								
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	43.06	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	21.98	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	27.58	121.86	85.48								
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	43.06	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	43.06	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	21.98	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	27.58	121.86	85.48								
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	43.06	121.86	85.48								
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		25.03	3.53								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.52	5.02								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		101.86	49.32								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		17.56									
MAINTENANCE OF SERVICE																

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UNBUNDLED NETWORK ELEMENTS - North Carolina

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVB*		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wireless than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		12.15	12.15								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		144.09									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		10.99	10.99								

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UNBUNDLED NETWORK ELEMENTS - North Carolina														AR: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		86.16									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		27.13	27.13								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	5.70	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	9.93	63.89	30.06								
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	12.79	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	10.81	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	14.16	76.75	42.92								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	24.67	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.34	51.48	17.65								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	4.18	57.54	23.71								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		7.92	7.92								
	Service Order charges will apply only once per sub-loop															
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.28	19.28								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	5.43	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.04	63.89	30.06								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	9.79	63.89	30.06								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.34	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	9.62	76.75	42.92								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	13.04	76.75	42.92								
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		7.92	7.92								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.83	0.38								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		33.17	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.28	19.28								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		0.00	0.00								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		0.00	0.00								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMET		224.55	4.29								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.51	14.72	14.72								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		86.37	56.69								
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		127.90	98.21								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.73	5.73								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.73	5.73								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNEGN	0.00	0.00									

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UNBUNDLED NETWORK ELEMENTS - North Carolina

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		23.29	23.29								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		24.70	24.70								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMO		0.19	0.19								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation CLEC owned splitter			UEPSR UEPSB	UREOS	0.61	15.53	7.75								
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.6409	17.97	10.21								
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.6325	17.67	10.21								
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	10.82	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	16.21	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	24.06	36.54	16.87	0.00	0.00						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	24.06	36.54	16.87	0.00	0.00						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0309	19.77	14.93	0.00	0.00						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0287	33.98	32.08	0.00	0.00						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	12.12	39.36	26.62								
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	12.12	39.36	26.62								
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0095										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	10.19	39.36	26.62								
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0095										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	7.47	39.37	26.62								
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0095										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	7.47	39.37	26.62								
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.1938										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	31.06	86.69	79.44								
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.44										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	329.91	270.69	158.05								
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.44										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	339.20	270.69	158.05								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.95										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	229.90	438.46	256.30								
	STS-1Unbundled Local Loop - per mile			UDLSX	1L5ND	12.95										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	257.62	438.46	256.30								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - North Carolina																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	24.77										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF1x		620.60	133.48								
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used In Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	11.96	385.26	72.98								
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	17.36	385.26	72.98								
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	25.23	385.26	72.98								
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	19.52	385.26	72.98								
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	24.74	385.26	72.98								
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	46.11	385.26	72.98								
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.78	385.26	72.98								
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	26.16	385.26	72.98								
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	35.97	385.26	72.98								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	21.98	385.26	72.98								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	27.58	385.26	72.98								
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	43.06	385.26	72.98								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	21.98	385.26	72.98								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	27.58	385.26	72.98								
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	43.08	385.26	72.98								
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	63.62	412.03	139.55								
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	104.40	412.03	139.55								
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	210.22	412.03	139.55								
	DS3 Local Loop in combination - per mile			UNC3X	1L5N9	12.95										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	229.90	3,073.55	1,245.84								
	STS-1 Local Loop in combination - per mile			UNCSX	1L5N9	12.95										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UQLS1	257.82	3,073.55	1,245.84								
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0095										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	12.12	131.81	78.34								
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0095										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	10.19	131.81	78.34								
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0095										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	7.47	131.81	78.34								
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0095										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	7.47	131.81	78.34								
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.1938										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	31.06	234.02	192.52								
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.44										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	329.91	802.81	14602								
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.44										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TF5	339.20	802.81	14602								
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCO6F		0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		184.76	23.80	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		218.92	7.86	0.7576	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	70.84	170.57									
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	84.32	0.00									
	Voice Grade COCI in combination			UNCVX	1D1VG	0.4329	54.14	17.51								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.4329	6.39	4.58								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.4329	6.39	4.58								

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - North Carolina																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1D0	0.9199	54.14	17.51								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1D0	0.9199	6.39	4.58								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1D0	0.9199	6.39	4.58								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	1.53	54.14	17.51								
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.53	6.39	4.58								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TU8	UC1CA	1.53	6.39	4.58								
	DS1 COCI n combination			UNC1X	UC1D:	8.43	54.14	17.51								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D!	8.43	6.39	4.58								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D!	8.43	6.39	4.58								
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D:	8.43	6.39	4.58								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D:	8.43	6.39	4.58								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.43	5.43									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URES,		36.90	16.15								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, Incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.49	1.49								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.43	1.43								
	DS1 DCS Termination with DS0 Switching					21.64	24.81	19.99								
	DS1 DCS Termination with DS1 Switching					7.32	17.99	12.22								
	DS3 DCS Termination with DS1 Switching					136.07	24.81	19.99								
	Node (SynchroNet															
	Node per month			UNCDX	UNCMT	18.00										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		100.82	42.13								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URET3		3.18	3.18								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.89	18.89								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00									
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	0.4329	54.14	17.51								
	Commingled Digital COCI			XDV6X	1D1D0	0.9199	54.14	17.51								
	Commingled ISDN COCI			XDD4X	UC1CA	1.53	54.14	17.51								
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	12.12	131.81	78.34								
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	10.19	131.81	78.34								
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	7.47	131.81	78.34								
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	7.47	131.81	78.34								

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0095										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	11.96	385.26	72.09								
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	17.36	385.26	72.09								
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	25.23	385.26	72.09								
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	19.52	385.26	72.09								
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	24.74	385.26	72.09								
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	46.11	385.26	72.09								
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	21.98	385.26	72.09								
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	27.56	385.26	72.09								
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	43.08	385.26	72.09								
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	21.98	385.26	72.09								
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	27.58	385.26	72.09								
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	43.08	385.26	72.09								
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.78	385.26	72.09								
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	26.16	385.26	72.09								
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	35.37	385.26	72.09								
	Commingled DS1 COCI			XDH1X	UC1D1	8.43	54.14	17.51								
	Commingled DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	31.06	234.02	162.52								
	Commingled DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.1938										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	70.84	170.57									
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	63.62	412.09	139.55								
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	104.40	412.09	139.55								
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	210.22	412.09	139.55								
	Commingled DS3 Local Loop Facility Termination			HFOC6	UE3PX	229.90	3,073.55	1,245.84								
	Commingled DS3/STS-1 Local Loop per mile			HFOC6, HFRST	1L5ND	12.95										
	Commingled STS-1 Local Loop Facility Termination			HFRST	UDLS1	257.82	3,073.55	1,245.84								
	Commingled DS3/DS1 Channel System			HFOC6	MO3	84.32										
	Commingled DS3 Interoffice Channel Facility Termination			HFOC6	U1TF3	329.91	802.81	146.02								
	Commingled DS3 Interoffice Channel per mile			HFOC6	1L5XX	4.44										
	Commingled STS-1Interoffice Channel Facility Termination			HFRST	U1TFS	339.20	802.81	146.02								
	Commingled STS-1Interoffice Channel per mile			HFRST	1L5XX	4.44										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	24.77										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		620.80	133.88								
	UNE to Commingled Conversion Tracking			XDH1X, HFOC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFOC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0007579										
	LNP Service Establishment Manual						12.16									
	LNP Service Provisioning with Point Code Establishment						576.33	294.43								
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,823.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		182.45									
	Per Telephone Number (Monthly)			9PBDC	9PBMU	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		595.57									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMF	185.83										
	Service Order Charge			9PBDC	9PBSC		15.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to AT&T.															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.69	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TC6, U1TS1, U1TVX, UC1BC, UC1BL, UC1GC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULD0X, ULD03, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TU0, U1TU6, U1TUA,NTCVG, NTCUD, NTCD1	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	14.94	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	21.39	37.92	17.62	23.56	5.32						
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	26.72	37.92	17.62	23.56	5.32						
	Tag Loop at End User Premise			UEANL	URETL		6.86	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		8.17	8.17								
	Order Coordination for Specified Conversion Time for UVL-S_1 (per LSR)			UEANL	OCOSL		18.13	18.13								

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	SCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		13.47	13.47								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.81	8.96	23.56	5.32						
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		37.92	17.62	23.56	5.32						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		8.17	8.17								
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42						
	Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise			UEQ	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.90	19.90								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.17	8.17								
	Unbundled Copper Loop - Non-Design billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.47	13.47								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEQ	UREWC		14.90	7.45	22.66	4.42						
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		36.40	16.10	22.66	4.42						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		8.17	8.17								
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEA	UREWO		87.90	36.44								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.24	1.13								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		105.98	68.43								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPN		0.00	0.00								
	4-WIRE ANALOG VOICE GRADE LOOP															
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESF		26.37	4.99								
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UEA	UREWO		87.90	36.44								
	2-WIRE ISDN DIGITAL GRADE LOOP															
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	26.21	117.58	80.03	53.05	10.61						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Unbundled Loop Service Rearrangement, charge in loop facility, per circuit			UDN	UREWO		91.82	44.25								
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.19	120.84	70.56	50.37	7.93						

UNBUNDLED NETWORK ELEMENTS - South Carolina													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.38	40.48								
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	68.50	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	68.50	50.37	7.93						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.40	104.49	68.50	50.37	7.93						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWC		86.32	40.48								
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	158.18	107.85	55.12	10.38						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.85	55.12	10.38						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.85	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.32	40.48								
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.51	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	136.00	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	229.15	253.03	157.89	44.80	11.73						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.30	43.13								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps -Zone 1		1	UDL	UDL4X	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	29.93	126.66	89.12	59.35	14.61						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	33.99	126.66	89.12	59.35	14.61						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61						

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - South Carolina																		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		24.88	3.51								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		26.37	4.99								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.34	49.85								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		94.87	42.57								
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		94.87	42.57								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.13									
Rearrangements																
	EEL to UNE-L Determination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.90	36.44								
	EEL to UNE-L Determination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.90	36.44								
	EEL to UNE-L Determination, per 2 Wire ISDN Loop			UDN	UREEL		91.82	44.25								
	EEL to UNE-L Determination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.34	49.85								
	EEL to UNE-L Determination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.30	43.13								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	16.88	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	28.46	105.98	68.43	53.05	10.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina													Att: 2 Exh: A					
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	16.68	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	23.13	105.98	68.43	53.05	10.61						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	28.46	105.98	68.43	53.05	10.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.37	4.99								
		Unbundled Loop Service Rearrangement: change in loop facility, per circuit			NTCVG	UREWO		87.90	36.44								
		Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.24	1.10								
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	32.59	132.38	94.83	59.35	14.61						
		4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	43.89	132.38	94.83	59.35	14.61						
		4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	49.38	132.38	94.83	59.35	14.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		26.37	4.99								
		Unbundled Loop Service Rearrangement: change in loop facility, per circuit			NTCVG	UREWO		87.90	36.44								
	4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
		4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	79.51	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	136.00	253.03	157.89	44.80	11.73						
		4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	229.15	253.03	157.89	44.80	11.73						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		26.37	4.99								
		Unbundled Loop Service Rearrangement: change in loop facility, per circuit			NTCD1	UREWO		101.30	43.13								
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	29.93	126.66	89.12	59.35	14.61						
		5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	33.99	126.66	89.12	59.35	14.61						
		6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	34.74	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	29.93	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	33.99	126.66	89.12	59.35	14.61						
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	34.74	126.66	89.12	59.35	14.61						
		Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		24.88	3.51								
		Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		26.37	4.99								
		Unbundled Loop Service Rearrangement: change in loop facility, per circuit			NTCUD	UREWO		102.34	49.85								
		Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		18.13									
MAINTENANCE OF SERVICE																	

UNBUNDLED NETWORK ELEMENTS - South Carolina

Att: 2 Exh: A

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN	OSS Rates($) SOMAN
		Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
		Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
		Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		32.46	32.46								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		32.46	32.46								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.46	32.46								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		241.42	241.42								
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.69	22.69								
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.84	177.84								
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.58	55.58								

UNBUNDLED NETWORK ELEMENTS - South Carolina														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.41	53.13	18.21	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.36	59.36	24.47	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
	Loop Tagging Service Level I, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.85	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.23	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.90	19.90								
	Unbundled Sub-Loop Modification															
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		276.82	6.13								
	Unbundled Network Terminating Wire (UNTW)															
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20								
	Network Interface Device (NID)															
	Network Interface Device (NID) - 1-2 lines			UENTW	UNO12		43.88	28.79								
	Network Interface Device (NID) - 1-8 lines			UENTW	UND18		64.42	49.53								
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92								
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92								
UNE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Conact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - South Carolina														Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAV	SOMAN	SOMAN	SOMAN	SOMAN
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		24.04	24.04								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		25.49	25.49								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ		0.34	0.34								
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	37.09	21.24	20.07	9.85						
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85						
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32						
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32						
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0341	12.32	11.83	6.04	5.45						
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.0317	12.32	11.83	6.04	5.45						
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0167										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0167										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0167										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.3415										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	8.02										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	880.85	279.37	163.12	60.33	58.59						
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	8.02										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59						
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	36.41										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		640.51	138.17	317.76	198.11						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	12.26										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	306.36	452.52	264.53	119.75	83.77						
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	12.26										
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	313.48	452.52	264.53	119.75	83.77						

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UNBUNDLED NETWORK ELEMENTS - South Carolina													Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used In Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61						
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61						
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61						
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61						
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61						
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61						
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61						
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61						
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61						
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	79.51	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	136.00	253.03	157.89	44.80	11.73						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	229.15	253.03	157.89	44.80	11.73						
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	12.26										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	906.36	452.52	264.53	119.75	83.77						
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	12.26										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77						
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0187										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0167										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0167										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0167										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.3415										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	8.02										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	880.65	279.37	163.12	60.33	58.59						
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	8.02										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	880.55	279.37	163.12	60.33	58.59						
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00									
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00									
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.26	23.86	1.99	0.78						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.58	7.69	0.737	0.00						
	DS1/DS0 Channel System			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81						
	DS3/DS1Channel System			UNC3X, UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90						
	Voice Grade COCI in combination			UNCVX	1D1VG	0.56	6.59	4.73								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	0.56	6.59	4.73								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	0.56	6.59	4.73								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	1.19	6.59	4.73								
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	1.19	6.59	4.73								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	1.19	6.59	4.73								
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	2.56	6.59	4.73								

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UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN CCCI (BRITE) - for a Local Loop			UDN	UC1CA	2.56	6.59	4.73								
	2-wire ISDN CCCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	2.56	6.59	4.73								
	DS1 CCCI in combination			UNC1X	UC1D1	8.64	6.59	4.73								
	DS1 CCCI - for Stand Alone Local Channel			ULDD1	UC1D1	8.64	6.59	4.73								
	DS1 CCCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	8.64	6.59	4.73								
	DS1 CCCI - for DS1 Local Loop			USL, NTC01	UC1D1	8.64	6.59	4.73								
	DS1 CCCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	8.64	6.59	4.73								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.61	5.61									
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		40.27	13.52								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet			U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		23.80	12.11								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						1.48		1.85							
	DS1 DCS Termination with DS0 Switching					27.96	25.60	19.70	16.67	13.41						
	DS1 DCS Termination with DS1 Switching					12.67	18.51	12.61	12.24	8.98						
	DS3 DCS Termination with DS1 Switching					176.51	25.60	19.70	16.67	13.41						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	14.55										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.30	43.13								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.66	3.66								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.90	18.90								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00							
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	0.56	6.59	4.73								
	Commingled Digital COCI			XDV6X	1D1DD	1.19	6.59	4.73								
	Commingled ISDN COCI			XDD4X	UC1CA	2.56	6.59	4.73								
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	24.30	40.63	27.47	16.77	6.91						
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	21.29	40.63	27.47	16.77	6.91						
	Commingled 56kpa Interoffice Channel Facility Termination			XDD4X	U1TD6	16.78	40.63	27.47	16.77	6.91						
	Commingled 64kpa Interoffice Channel Facility Termination			XDD4X	U1TD6	16.78	40.63	27.47	16.77	6.91						
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0167										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	16.88	105.96	66.43	53.05	10.61						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	23.13	105.96	66.43	53.05	10.61						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	28.46	105.96	66.43	53.05	10.61						

UNBUNDLED NETWORK ELEMENTS - South Carolina													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	32.58	132.38	94.83	59.35	14.61						
	Commingled 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	43.89	132.38	94.83	59.35	14.61						
	Commingled 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	43.38	132.38	94.83	59.35	14.61						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	29.93	126.66	89.12	59.35	14.61						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	33.99	126.66	89.12	59.35	14.61						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	34.74	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	29.93	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	33.99	126.66	89.12	59.35	14.61						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	34.74	126.66	89.12	59.35	14.61						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	25.21	117.58	80.03	53.05	10.61						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.76	117.58	80.03	53.05	10.61						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	37.70	117.58	80.03	53.05	10.61						
	Commingled DS1 SOCI			XDH1X	UC1D1	8.84	6.59	4.73								
	Commingled DS1 Interoffice Channel Facility Termination			XDH1X	U1TP1	77.14	69.47	81.99	16.29	14.48						
	Commingled DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.3415										
	Commingled DS1/DS0 Channel System			XDH1X	MQ1	107.57	91.24	82.71	10.56	9.81						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLXX	79.51	253.03	157.89	44.80	11.73						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	136.00	253.03	157.89	44.80	11.73						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	229.15	253.03	157.89	44.80	11.73						
	Commingled DS3 Local Loop Facility Termination			HFQC6	UE3PX	306.36	452.52	264.53	119.75	83.77						
	Commingled DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	12.28										
	Commingled STS-1 Local Loop Facility Termination			HFRST	UOLS1	313.49	452.52	264.53	119.75	83.77						
	Commingled DS3/DS1 Channel System			HFQC6	MQ3	144.02	178.54	94.18	33.23	31.90						
	Commingled DS3 Interoffice Channel Facility Termination			HFQC6	U1TP3	580.85	278.37	163.12	60.33	58.59						
	Commingled DS3 Interoffice Channel per mile			HFQC6	1L5XX	8.02										
	Commingled STS-1Interoffice Channel Facility Termination			HFRST	U1TFS	580.55	278.37	163.12	60.33	58.59						
	Commingled STS-1Interoffice Channel per mile			HFRST	1L5XX	8.02										
	Commingled DarkFiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	36.41										
	Commingled DarkFiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		640.51	138.17	317.76	198.11						
	UNE to Commingled Conversion Traction			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Traction			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0008837										
	LNP Service Establishment Manual						25.09	25.09	23.07	23.07						
	LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,813.00									
	Changes to TN Range or Customer Profile			9PBDC	9PBTN		181.40									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Change Company (Service Provider) ID			9PBDC	9PBPC		532.48									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	181.28										
	Service Order Charge			9PBDC	9PBSC		15.69									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm															
OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the AT&T "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to AT&T's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to AT&T.															
	NOTE: (3) OSS - Manual Service Order Charge, Per Element - UNE Only **Please see applicable rate element for SOMAN charge**															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMEC		3.50	0.00	3.50	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
	NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.															
				UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDL03, UDLSX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDD3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA,NTCVG, NTCUD, NTCD1												
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day				SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						26.21	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Tag Loop at End User Premise			UEANL	UTAGL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC		36.52	36.52								
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29									

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UNBUNDLED NETWORK ELEMENTS - Tennessee

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for AT&T providing make-up (Engineering Information - E.I.)			UEANL	UEANM		25.33	25.33								
	Unbundled Loop Service Rearrangement: change in loop facility, per circuit			UEANL	UREWO		15.80	8.95	10.65	1.41			20.35	10.54	13.32	13.32
	Bulk Migration, per 2 Wire Voice Loop-SL1			UEANL	UREPN		31.99	20.02	10.65	1.41						
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1			UEANL	UREPM		36.52	36.52								
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Tag Loop at End User Premise			UEQ	URETL		6.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		57.67	-0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		37.44	37.44								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		36.52	36.52								
	Unbundled Copper Loop - Non-Design, billing for AT&T providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		25.33	25.33					20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement: change in loop facility, per circuit			UEQ	UREWO		14.29	7.44	10.65	1.41			20.35	10.54	13.32	13.32
	Bulk Migration, per 2 Wire UCL-ND			UEQ	UREPN		31.99	20.02	10.65	1.41						
	Bulk Migration Order Coordination, per 2 Wire UCL-ND			UEQ	UREPM		36.52	36.52								
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.74	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.08	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.87	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement: change in loop facility, per circuit			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.23	1.10								
	Bulk Migration, per 2 Wire Voice Loop-SL2			UEA	UREPN		75.06	48.20								
	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2			UEA	UREPM		0.00	0.00								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URESL		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement: change in loop facility, per circuit			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	UIL2X	19.77	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	UIL2X	29.63	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	UIL2X	49.47	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement: change in loop facility, per circuit			UDN	UREWO		81.77	44.22					20.35	10.54	13.32	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.30	156.95	64.54	89.64	16.93			20.35	10.54	13.32	13.32

Att: 2 Exh: A

UNBUNDLED NETWORK ELEMENTS - Tennessee																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	OSS Rates($) SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.43	156.95	84.54	69.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	30.77	156.95	84.54	69.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2W	12.30	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	18.43	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	30.77	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement change in loop facility, per circuit			UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.64	158.94	65.20	69.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.44	158.94	65.20	69.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	24.12	158.94	65.20	69.64	16.93			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.64	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	14.44	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	24.12	89.40	35.91	72.02	11.48			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement change in loop facility, per circuit			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.40	169.82	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.58	169.82	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.03	169.82	75.89	39.73	19.53			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.40	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.58	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.03	100.09	46.60	75.75	13.97			20.35	10.54	13.32	13.32
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	51.38	313.06	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	76.98	313.06	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	128.54	313.06	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			USL	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	UDL	UDL2X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	27.68	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	27.68	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	41.47	207.01	141.38	90.70	44.18						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	27.68	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	41.47	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	69.24	207.01	141.36	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	27.68	207.01	141.36	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	41.47	207.01	141.36	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	69.24	207.01	141.36	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	27.68	207.01	141.36	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	41.47	207.01	141.36	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	69.24	207.01	141.36	90.70	44.18			20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UDL	URESL		23.42	3.30					20.35	10.54	13.32	13.32
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE COPPER LOOP																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	21.98	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	32.93	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	54.99	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		34.28									
Rearrangements																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		75.06	36.41								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		75.06	36.41								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.77	44.22								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.28	49.82								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		130.47	40.11								
UNE LOOP COMMINGLING																
2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.74	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.08	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.87	75.06	48.20	28.70	17.64						

UNBUNDLED NETWORK ELEMENTS - Tennessee																Att: 2 Exh: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling- Zone 1		1	NTCVG	UEAR2	14.74	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling- Zone 2		2	NTCVG	UEAR2	22.08	75.06	48.20	28.70	17.64						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling- Zone 3		3	NTCVG	UEAR2	36.87	75.06	48.20	28.70	17.64						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement- change in loop facility, per circuit			NTCVG	UREWO		75.06	36.41								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.23	1.10								
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	21.98	122.76	85.57	76.35	39.16						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	32.93	122.76	85.57	76.35	39.16						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	54.99	122.76	85.57	76.35	39.16						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement- change in loop facility, per circuit			NTCVG	UREWO		75.06	36.41								
4-WIRE DS1 DIGITAL LOOP - COMMINGLING																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	51.38	313.06	219.72	98.86	40.45						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	76.98	313.06	219.72	98.86	40.45						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	128.54	313.06	219.72	98.86	40.45						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS1)			NTCD1	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement- change in loop facility, per circuit			NTCD1	UREWO		130.47	40.11								
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	27.66	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone3		3	NTCUD	UDL2X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	27.66	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	27.66	207.01	141.38	90.70	44.18						
	5 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	41.47	207.01	141.38	90.70	44.18						
	6 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	27.66	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	27.66	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	69.24	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	27.66	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	41.47	207.01	141.38	90.70	44.18						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	69.24	207.01	141.38	90.70	44.18						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCUD	URESL		23.42	3.30								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		24.82	4.70								
	Unbundled Loop Service Rearrangement- change in loop facility, per circuit			NTCUD	UREWO		102.28	49.82								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		34.29									
MAINTENANCE OF SERVICE																

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UNBUNDLED NETWORK ELEMENTS - Tennessee

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULD03, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVBT		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULD03, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTCD1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULD03, ULDDX, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
LOOP MODIFICATION																
	Service Order charges will only apply once per Loop															
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULM2L		65.40	65.40								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		65.40	65.40								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UEPSR, UEPSB	ULMBT		65.44	65.44								
SUB-LOOPS																
	Sub-Loop Distribution															
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		106.06	106.06					20.35	10.54	13.32	13.32

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Att. 2 Exh. A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide			UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	6.54	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.80	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	16.36	106.85	51.20	74.08	11.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	1.35	94.56	29.33					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		36.52	36.52								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		37.44	37.44								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	4.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	6.99	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.67	81.40	25.75	70.82	9.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		36.52	36.52								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	5.85	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	8.76	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	14.63	81.74	26.08	74.08	11.55			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		36.52	36.52								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.95	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		57.67	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		37.44	37.44								
Unbundled Sub-Loop Modification																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Loop Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82								
	Unbundled Sub-loop Modification - 4-W Copper Dist Loop Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		528.48	9.74								
Unbundled Network Terminating Wire (UNTW)																
	Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.4555	2.48	2.48	0.5814	0.5814			20.35	10.54	13.32	13.32
Network Interface Device (NID)																
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		63.46	31.06	0.6391	0.6391			20.35	10.54	13.32	13.32
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		63.46	31.06	0.6522	0.6522			20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		8.75	8.75					20.35	10.54	13.32	13.32
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		8.75	8.75					20.35	10.54	13.32	13.32
LINE OTHER, PROVISIONING ONLY - NO RATE																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00									
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00									
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
LOOP MAKE-UP																
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual)			UMK	UMKLW		0.76	0.76					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee														Att: 2 Extn: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual)			UMK	UMKLP		0.76	0.76					20.35	10.54	13.32	13.32
	Loop Makeup--With or Without Reservation, per wording or spare facility queried (Mechanized)			UMK	UMKMQ		0.76	0.76					20.35	10.54	13.32	13.32
LINE SPLITTING																
	END USER ORDERING-CENTRAL OFFICE BASED															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61										
	Line Splitting - per line activation AT&T owned - physical			UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	Line Splitting - per line activation AT&T owned - virtual			UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
	END USER ORDERING - REMOTE SITE LINE SPLITTING															
	Remote Site Shared Loop Line Activation for End Users - CLEC Owned Splitter			UEPSR UEPSB	URERS	0.61	53.40	21.61	6.70	6.70			0.00	0.00	0.00	0.00
	Remote Site Shared Loop - Subsequent Activity - CLEC Owned Splitter			UEPSR UEPSB	URERA		50.57	20.06					0.00	0.00	0.00	0.00
	UNBUNDLED EXCHANGE ACCESS LOOP															
	2-WIRE ANALOG VOICE GRADE LOOP															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	11.74	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	17.59	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	29.37	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	PHYSICAL COLLOCATION															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.0475	11.62	9.90	10.38	8.66			0.00	0.00	0.00	0.00
	VIRTUAL COLLOCATION															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - Stand Alone															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0174										
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - 2-Wire Voice Grade Rev Bal. - per mile			U1TVX	1L5XX	0.0174										
	Interoffice Channel - 2-Wire VG Rev Bal. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.0174										
	Interoffice Channel - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.06	15.06	9.80	10.54
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.0174										
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.0174										
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.3562										
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	2.34										
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	2.34										
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TF8	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	UNBUNDLED DARK FIBER - Stand Alone or in Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.74										
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		1,121.00	153.19	580.26	357.17						
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	9.19										
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	374.24	395.37	304.50	234.83	170.18			36.84	36.84	19.01	19.01
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	9.19										

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Att: 1 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	389.35	595.37	304.50	234.83	170.15			36.84	36.84	19.01	19.01
ENHANCED EXTENDED LINK (EELs)																
	Network Elements Used in Combinations															
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.74	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.06	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.87	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	21.98	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	32.93	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	54.99	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	19.77	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	29.63	108.76	35.47	72.94	10.86			31.26	10.42		
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	49.47	108.76	35.47	72.94	10.86			31.26	10.42		
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	27.68	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	27.68	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	41.47	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	69.24	108.76	35.47	72.94	10.86			20.35	10.54	13.32	
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	51.38	228.40	181.74	79.87	24.88			18.98	8.43	11.95	
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	76.98	228.40	181.74	79.87	24.88			18.98	8.43	11.95	
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	126.54	228.40	181.74	79.87	24.88			18.98	8.43	11.95	
	DS3 Local Loop in combination - per mile			UNC3X	1L9ND	9.19										
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	374.24	1,260.47	628.84	106.78	45.24			36.84	36.84	19.01	19.01
	STS-1 Local Loop in combination - per mile			UNCSX	1L9ND	9.19										
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDLS1	389.35	1,260.47	628.84	79.87	24.88			36.84	36.84	19.01	19.01
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.0174										
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	18.56	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.0174										
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	24.09	79.83	44.08	69.32	31.00			15.08	15.08	8.66	8.66
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.0174										
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	17.96	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.0174										
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	17.96	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.3562										
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	2.34										
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	848.99	482.01	153.81	84.43	35.43			36.84	36.84	19.01	19.01
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	2.34										
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	849.30	482.01	153.81	84.43	35.43			36.84	36.84	19.01	19.01
ADDITIONAL NETWORK ELEMENTS																
	Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1	I		U1TD1, ULDD1,UNC1X	CCOEF		0.00	0.00	0.00	0.00						
	Clear Channel Capability Super FrameOption - per DS1	I		U1TD1, ULDD1,UNC1X	CCOSF		0.00	0.00	0.00	0.00						
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1	I		ULDD1, U1TD1, UNC1X, USL	NRCCC		185.16	23.86	2.03	0.79						
	C-bit Parity Option - Subsequent Activity - per DS3	I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.46	7.68	0.7637							
	DS1/DS0 Channel System			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	DS3/DS1 Channel System			UNC3X, UNCSX	MQ3	222.98	156.02	49.41	17.13	6.77			20.35	9.80	11.49	1.18
	Voice Grade COCI in combination			UNCVX	1D1VG	1.82	5.70	4.42								
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop			UEA	1D1VG	1.82	5.70	4.42								
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUC	1D1VG	1.82	5.70	4.42								
	OCU-DP COCI (2.4-64kbs) in combination			UNCDX	1D1DD	0.91	5.70	4.42					20.35	9.80	11.49	1.18
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop			UDL	1D1DD	0.91	5.70	4.42								
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUD	1D1DD	0.91	5.70	4.42								

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UNBUNDLED NETWORK ELEMENTS - Tennessee

Att: 2 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
													OSS Rates($)			
											SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) in combination			UNCNX	UC1CA	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	17.58	5.70	4.42								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	17.58	5.70	4.42								
	DS1 COCI in combination			UNC1X	UC1D1	17.58	5.70	4.42					20.35	9.80	11.49	1.18
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for DS1 Local Loop			USL, NTCD1	UC1D1	17.58	5.70	4.42								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	17.58	5.70	4.42								
	Wholesale - UNE Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UCFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		52.73	24.62	9.12	9.12						
	Unbundled Misc Rate Element, SNE SAI Single Network Element Switch As Is Non-recurring Charge, per circuit (LSR)	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		34.53	15.11								
	Unbundled Misc Rate Element, SNE SAI Single Network Element Switch As Is Nonrecurring Charge, incremental charge per circuit on a spreadsheet	I		U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		1.40	1.40								
	Access to DCS - Customer Reconfiguration (FlexServ)															
	Customer Reconfiguration Establishment						2.78		3.32							
	DS1 DCS Termination with DS0 Switching					23.35	41.14	34.25	29.94	24.08						
	DS1 DCS Termination with DS1 Switching					13.45	27.79	20.90	21.98	16.12						
	DS3 DCS Termination with DS1 Switching					150.88	41.14	34.25	29.94	24.08						
	Node (SynchroNet)															
	Node per month			UNCDX	UNCNT	17.11										
	Service Rearrangements															
	NRC - Change in Facility Assignment per circuit Service Rearrangement	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		130.47	40.11								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)	I		U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.44	3.44								
	NRC - Order Coordination Specific Time - Dedicated Transport	I		UNC1X, UNC3X	OCOSR		18.93	18.93								
COMMINGLING																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLSX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
	Commingled (UNE part of single bandwidth circuit)															
	Commingled VG COCI			XDV2X	1D1VG	1.82	5.70	4.42								
	Commingled Digital COCI			XDV6X	1D1DD	0.91	5.70	4.42								
	Commingled ISDN COCI			XDD4X	UC1CA	17.58	5.70	4.42								
	Commingled 2-wire VG Interoffice Channel Facility Termination			XDV2X	U1TV2	18.58	79.83	44.08	69.32	31.00						
	Commingled 4-wire VG Interoffice Channel Facility Termination			XDV6X	U1TV4	24.09	79.83	44.08	69.32	31.00						
	Commingled 56kbps Interoffice Channel Facility Termination			XDD4X	U1TD5	17.96	79.83	44.08	69.32	31.00						
	Commingled 64kbps Interoffice Channel Facility Termination			XDD4X	U1TD6	17.96	79.83	44.08	69.32	31.00						
	Commingled VG/DS0 Interoffice Channel per mile			XDV2X, XDV6X, XDD4X	1L5XX	0.0174										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.74	108.76	35.47	72.94	10.86						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	22.06	108.76	35.47	72.94	10.86						

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Att: 2 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.87	108.76	35.47	72.94	10.86						
	Commingled 4-wire Local Loop Zone 1		1	XDV8X	UEAL4	21.98	108.76	35.47	72.94	10.86						
	Commingled 4-wire Local Loop Zone 2		2	XDV8X	UEAL4	32.93	108.76	35.47	72.94	10.86						
	Commingled 4-wire Local Loop Zone 3		3	XDV8X	UEAL4	54.99	108.76	35.47	72.94	10.86						
	Commingled 56kbps Local Loop Zone 1		1	XDD4X	UDL56	27.68	108.76	35.47	72.94	10.86						
	Commingled 56kbps Local Loop Zone 2		2	XDD4X	UDL56	41.47	108.76	35.47	72.94	10.86						
	Commingled 56kbps Local Loop Zone 3		3	XDD4X	UDL56	69.24	108.76	35.47	72.94	10.86						
	Commingled 64kbps Local Loop Zone 1		1	XDD4X	UDL64	27.68	108.76	35.47	72.94	10.86						
	Commingled 64kbps Local Loop Zone 2		2	XDD4X	UDL64	41.47	108.76	35.47	72.94	10.86						
	Commingled 64kbps Local Loop Zone 3		3	XDD4X	UDL64	69.24	108.76	35.47	72.94	10.86						
	Commingled ISDN Local Loop Zone 1		1	XDD4X	U1L2X	19.77	108.76	35.47	72.94	10.86						
	Commingled ISDN Local Loop Zone 2		2	XDD4X	U1L2X	29.63	108.76	35.47	72.94	10.86						
	Commingled ISDN Local Loop Zone 3		3	XDD4X	U1L2X	49.47	108.76	35.47	72.94	10.86						
	Commingled DS1 COCI			XDH1X	UC1D1	17.58	5.70	4.42								
	Commingled DS1 Interoffice Channel Facility Termination			XDH1X	U1TF1	77.86	171.24	113.12	70.07	30.90						
	Commingled DS1 Interoffice Channel per mile			XDH1X	1L5XX	0.3562										
	Commingled DS1/DS0 channelSystem			XDH1X	MQ1	80.77	105.76	14.48	3.04	2.74						
	Commingled DS1 Local Loop Zone 1		1	XDH1X	USLJX	51.38	228.40	161.74	79.87	24.88						
	Commingled DS1 Local Loop Zone 2		2	XDH1X	USLXX	76.98	228.40	161.74	79.87	24.88						
	Commingled DS1 Local Loop Zone 3		3	XDH1X	USLXX	128.54	228.40	161.74	79.87	24.88						
	Commingled DS3 Local Loop Facility Termination			HFQC6	UE3PX	374.24	1,280.47	628.84	106.76	45.24						
	Commingled DS3/STS-1 Local Loop per mile			HFQC6, HFRST	1L5ND	9.19										
	Commingled STS-1 Local Loop Facility Termination			HFRST	UDLS1	389.35	1,280.47	628.84	79.87	24.88						
	Commingled DS3/DS1 channelSystem			HFQC6	MQ3	222.96	156.02	49.41	17.12	6.77						
	Commingled DS3 Interoffice Channel Facility Termination			HFQC6	U1TF3	848.90	482.01	153.81	64.43	35.43						
	Commingled DS3 Interoffice Channel per mile			HFQC6	1L5XX	2.34										
	Commingled STS-1 Interoffice Channel Facility Termination			HFRST	U1TFS	849.30	482.01	153.81	64.43	35.43						
	Commingled STS-1 Interoffice Channel per mile			HFRST	1L5XX	2.34										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5QF	28.74										
	Commingled Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		1,121.00	153.19	560.26	357.17						
	UNE to Commingled Conversion Trachery			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingled Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
LNP Query Service																
	LNP Charge Per query					0.0009277										
	LNP Service Establishment Manual						23.80	13.83	23.80	12.71						
	LNP Service Provisioning with Point Code Establishment						1,119.00	571.71	1,119.00	571.71						
911 PBX LOCATE																
	911 PBX LOCATE DATABASE CAPABILITY															
	Service Establishment per CLEC per End User Account			9PBDC	9PBEU		1,706.00									
	Changes to TN Range or Customer Profile			9PBDC	9PB7N		170.89									
	Per Telephone Number (Monthly)			9PBDC	9PBMM	0.07										
	Charge Company (Service Provider) ID			9PBDC	9PBPC		501.06									
	PBX Locate Service Support per CLEC (Monthly)			9PBDC	9PBMR	191.92										
	Service Order Charge			9PBDC	9PBSC		23.20									
	911 PBX LOCATE TRANSPORT COMPONENT															
	See Att 3															
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.05										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.70										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.16										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.05										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.70										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.16										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.89										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.54										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.89										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.54										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	94.93										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	177.31										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	361.70										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.64										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.98										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.64										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	367.80										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	69.18										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.70										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	808.05										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.70										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	808.58										
	UNBUNDLED DARK FIBER - Stand Alone or In Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.69										
ENHANCED EXTENDED LINK (EELs)																

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UNBUNDLED NETWORK ELEMENTS - Alabama													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	A RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop In Combination - Zone 1		1	UNC1X	USLXX	94.93										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	177.31										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	361.70										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	69.18										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop In combination - per mile per month			UNC3X	1L5ND	9.54										
	DS3 Local Loop In combination - Facility Termination per month			UNC3X	UE3PX	356.33										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	809.05										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop In combination - per mile per month			UNCSX	1L5ND	9.54										
	STS-1 Local Loop In combination - Facility Termination per month			UNCSX	UDLS1	367.80										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	806.58										

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.30										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.80										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	20.94										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.30										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.80										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	20.94										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	12.49										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.76										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	31.50										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	12.49										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.76										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	31.50										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	81.35										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	115.62										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	205.15										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.56										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	444.91										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.56										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	490.59										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	101.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1231.65										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.45										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1214.40										
	UNBUNDLED DARK FIBER - Stand Alone or In Combination															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	30.88										
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - Florida													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as " Ordinarily Combined" Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as " Currently Combined" Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	81.35										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	115.62										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	205.15										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	101.71										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.56										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	444.91										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.45										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1231.65										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.56										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	490.59										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.45										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1214.40										

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2 Exh. 8			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	I	1	UHL	UHL2X	9.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	I	2	UHL	UHL2X	10.45										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	I	3	UHL	UHL2X	16.65										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	9.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	10.45										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	16.65										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4X	11.95										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4X	13.80										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4X	21.93										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	11.95										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	13.80										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	21.93										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	56.82										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	60.43										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	78.66										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	13.11										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	297.21										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L8ND	13.11										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	401.83										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.1379										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	40.17										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	3.02										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	401.83										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	3.02										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	421.39										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Georgia													Attachment: 2 Exh. B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		DSS Rates ($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	56.82										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	60.43										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	78.66										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.1379										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	40.17										
		EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	13.11										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	297.21										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	3.02										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	401.83										
		EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	13.11										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	401.83										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	3.02										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	421.39										

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.99										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	12.20										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.99										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	12.20										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.03										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.53										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	18.03										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.53										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	99.44										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	131.22										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	342.42										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.64										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	354.56										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.64										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	368.59										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.26										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	110.45										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.72										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1351.42										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.72										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1321.94										
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	35.35										
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - Kentucky													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as 'Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as 'Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	99.44										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	131.22										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	342.42										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.22										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	90.87										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.64										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	354.56										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1111.92										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	10.64										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	368.59										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1087.66										

UNBUNDLED NETWORK ELEMENTS - Louisiana												Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.26										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	13.25										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	14.65										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.26										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	13.25										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	14.65										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.68										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	19.15										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.94										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.68										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	19.15										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.94										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	98.56										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	224.20										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	565.73										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	11.55										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	416.69										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	11.55										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	430.74										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.30										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	81.04										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	6.95										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	978.02										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	6.95										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	954.72										
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	29.07										
ENHANCED EXTENDED LINK (EELs)																

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UNBUNDLED NETWORK ELEMENTS - Louisiana													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. E-ctronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	98.56										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	224.20										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	565.73										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.30										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	81.04										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	11.55										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	416.69										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.95										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	978.02										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	11.55										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	430.74										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	6.95										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	954.72										

UNBUNDLED NETWORK ELEMENTS - Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Exh. B Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
								Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.06										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.60										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.35										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 4		4	UHL	UHL2X	12.03										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.06										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.60										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.35										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL2W	12.03										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	15.85										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.44										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.93										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4X	16.63										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	15.85										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.44										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.93										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 4		4	UHL	UHL4W	16.63										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	118.62										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	148.79										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	237.75										
	4-Wire DS1 Digital Loop - Zone 4		4	USL	USLXX	527.23										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	12.88										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	375.07										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	12.88										
	High Capacity Unbundled Local Loop - STS-1 - Facilty Termination per month			UDLSX	UDLS1	389.33										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.23										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	65.93										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.47										

UNBUNDLED NETWORK ELEMENTS - Mississippi																		
														Attachment 2 Exh. B				
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
									Add'l		Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	738.18										
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.47										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	740.84										
	UNBUNDLED DARK FIBER																
		Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	32.51										
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as " Ordinarily Combined" Network Elements.																
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as " Currently Combined" Network Elements.																
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
		4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	90.94										
		4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	148.75										
		4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	237.75										
		4-wire DS1 Digital Local Loop in Combination - Zone 4		4	UNC1X	USLXX	527.23										
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.23										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	59.48										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
		DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	12.88										
		DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	375.07										
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.47										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	738.18										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
		STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	12.88										
		STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	389.33										
		Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.47										
		Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	740.84										

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				DS3 Rates ($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	73.16										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	120.06										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	241.75										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS1 - Per Mile per month			UE3	1L5ND	14.89										
	High Capacity Unbundled Local Loop - DS1 - Facility Termination per month			UE3	UE3PX	264.38										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.89										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	296.49										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.2229										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	35.87										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	5.11										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	379.40										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	5.11										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	390.08										
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	28.49										
ENHANCED EXTENDED LINK (EELs)																
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	73.16										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	120.06										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	241.75										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.2229										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	35.72										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.89										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	264.38										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	5.11										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	379.40										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.89										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	390.08										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	5.11										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	390.08										

UNBUNDLED NETWORK ELEMENTS - South Carolina

Attachment 2 Exh. B

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.02										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	12.56										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.11										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.02										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	12.56										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.11										
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	18.42										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	16.48										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	19.37										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	18.42										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	16.48										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	19.37										
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	91.44										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	156.40										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	263.52										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	14.10										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	352.31										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	14.10										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	360.51										
UNBUNDLED DEDICATED TRANSPORT																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.39										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	88.71										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	9.22										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	1012.75										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	9.22										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	1012.63										
	UNBUNDLED DARK FIBER															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	41.87										
ENHANCED EXTENDED LINK (EELs)																

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.															
	NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.															
	EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT															
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	104.50										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	178.74										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	301.17										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.31										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	88.71										
	EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT															
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	14.10										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	352.31										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	9.22										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	1012.75										
	EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT															
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	14.10										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	360.51										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	9.22										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	1012.63										

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2 Exh. B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring Disconnect				OSS Rates ($)			
						Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	11.09										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	16.61										
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	27.74										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	11.09										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	16.61										
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	27.74										
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	14.26										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	21.37										
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	35.68										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	14.26										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	21.37										
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	35.68										
4-WIRE DS1 DIGITAL LOOP																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	59.09										
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	88.53										
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	147.82										
HIGH CAPACITY UNBUNDLED LOCAL LOOP																
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	10.57										
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	430.38										
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	10.57										
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	447.75										
UNBUNDLED DEDICATED TRANSPORT																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.40963										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	89.54										
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.69										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	976.34										
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.69										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	976.70										
UNBUNDLED DARK FIBER - Stand Alone or in Combination																
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	33.05										
ENHANCED EXTENDED LINK (EELs) AND THEIR COMPONETS																

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Exh. B Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates ($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as "Ordinarily Combined" Network Elements.																
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as "Currently Combined" Network Elements.																
EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT																
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	59.09										
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	88.53										
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	147.82										
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.40963										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	89.54										
EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT																
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	10.57										
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	430.38										
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.69										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	976.34										
EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT																
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	10.57										
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	447.75										
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	2.69										
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	976.70										

Attachment 3

Network Interconnection

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Rates	**Exhibit A**
Basic Architecture	**Exhibit B**
One Way Architecture	**Exhibit C**
Two Way Architecture	**Exhibit D**
Supergroup Architecture	**Exhibit E**

NETWORK INTERCONNECTION

1 **General**

1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-Bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2 **Definitions: (For the purpose of this Attachment)**

For purposes of this attachment only, the following terms shall have the definitions set forth below:

2.1 **Automatic Location Identification (ALI)** is a feature by which the address associated with the calling party's telephone number (ANI) is forwarded to the PSAP for display. Access to the ALI database is described in Attachment 2 to this Agreement.

2.2 **Automatic Number Identification (ANI)** corresponds to the seven-digit telephone number assigned by the serving local exchange carrier.

2.3 **AT&T Trunk Group** is defined as a one-way trunk group carrying AT&T originated traffic to be terminated by Intrado.

2.4 **911 Service** is as described in this Attachment.

2.5 **Call Termination** has the meaning set forth for "termination" in 47 C.F.R. § 51.701(d).

2.6 **Call Transport** has the meaning set forth for "transport" in 47 C.F.R. § 51.701(c).

2.7 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

2.8 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the The Telcordia® LERG™ Routing Guide (LERG).

2.9 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

2.10 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

2.11 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

2.12 **Final Trunk Group** is defined as the last choice trunk group between two (2) switches for which there is no alternate route.

2.13 **Integrated Services Digital Network User Part (ISUP)** is a message protocol to support call set-up and release for interoffice voice connections over SS7 signaling.

2.14 **Interconnection Point (IP)** is the physical telecommunications equipment interface that interconnects the networks of AT&T and Intrado for the exchange of telecommunications traffic between the Parties.

2.15 **IntraLATA Toll Traffic** is as defined in this Attachment.

2.16 **ISP-Bound Traffic** is as defined in this Attachment.

2.17 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

2.18 **Local Traffic** is as defined in this Attachment.

2.19 **Public Safety Answering Point (PSAP)** is the answering location for 911 calls.

2.20 **Selective Routing (SR)** is a standard feature that routes an E911 call from the tandem to the designated PSAP based upon the address of the ANI of the calling party.

2.21 **Serving Wire Center (SWC)** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

2.22 **Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)** is an out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel and put on a separate data network.

2.23 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

2.24 **Transit Traffic** is traffic originating on Intrado's network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by AT&T and delivered to Intrado's network.

3 Network Interconnection

3.1 This Attachment pertains only to the provision of network interconnection where Intrado owns, leases from a third party or otherwise provides its own switch(es).

3.2 Network interconnection may be provided by the Parties at any technically feasible point within AT&T's network. Requests to AT&T for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request (BFR/NBR) Process set forth in Attachment 11.

3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-Bound Traffic exceeds eight point nine (8.9) million minutes per month for three (3) consecutive months at the proposed location of the additional IP. AT&T will not request the establishment of an IP in an AT&T Central Office where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 Interconnection via Dedicated Facilities

3.3.1 Local Channel Facilities. As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the Percent

Local Facility (PLF) Factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.3.2 Dedicated Interoffice Facilities. As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff rates.

3.4 Fiber Meet. Notwithstanding Sections 3.2.1, 3.2.2, and 3.2.3 above, if Intrado elects to establish interconnection with AT&T pursuant to a Fiber Meet Local Channel, Intrado and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network (SONET) transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Intrado's SONET transmission system must be compatible with AT&T's equipment, and the Data Communications Channel (DCC) must be turned off.

3.4.1 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.

3.4.2 The Parties shall agree to a Fiber Meet point between the AT&T Serving Wire Center and the Intrado Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type CLLI code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.

3.4.3 Upon verbal request by Intrado, AT&T shall allow Intrado access to the fusion splice point for the Fiber Meet point for maintenance purposes on Intrado's side of the Fiber Meet point.

3.4.4 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-Bound Traffic. The percentage of Local Channel facilities utilized for Local Traffic and ISP-Bound Traffic shall be determined based upon the application of the PLF factor as set forth in this Attachment. The charges applied to the percentage of Local Channel facilities

used for Local Traffic and ISP-Bound Traffic as determined by the PLF factor are as set forth in Exhibit A. The remaining percentage of Local Channel facilities shall be billed at AT&T's applicable access tariff rates. Charges for switched and special access services shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and or BellSouth's FCC No. 1 Tariff.

4 **Interconnection Trunk Group Architectures**

4.1 AT&T and Intrado shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Attachment. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.

4.2 Intrado shall establish an interconnection trunk group(s) to at least one (1) AT&T access tandem within the LATA for the delivery of Intrado's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent Intrado desires to deliver Local Traffic, ISP-Bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which Intrado has established interconnection trunk groups, Intrado shall pay the appropriate rates for Multiple Tandem Access, as described in this Attachment.

4.2.1 Notwithstanding the forgoing, Intrado shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where Intrado has homed (i.e., assigned) its NPA/NXXs. Intrado shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. Intrado shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

4.3 Switched access traffic will be delivered to and from IXCs based on Intrado's NXX access tandem homing arrangement as specified by Intrado in the LERG.

4.4 Any Intrado interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Intrado from an AT&T switch, and (3) requires special AT&T switch translations and other network modifications will require Intrado to submit a BFR/NBR via the BFR/NBR Process as set forth in Attachment 11.

4.5 Recurring and nonrecurring rates associated with interconnecting trunk groups between AT&T and Intrado are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate AT&T intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff.

4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at fifty percent (50%) of the nonrecurring and recurring rates for dedicated trunks and DS1 facilities. Intrado shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

4.7 All trunk groups will be provisioned as SS7 capable where technically feasible. If SS7 is not technically feasible, multi-frequency (MF) protocol signaling shall be used.

4.8 In cases where Intrado is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the Access Service Request (ASR) process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through AT&T's Carrier Interconnection Switching Center (CISC) Project Management Group and Intrado's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than one hundred ninety-two (192) trunks on a single or multiple group(s) in a given AT&T local calling area.

4.10 Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic

4.10.1 Upon mutual agreement of the Parties in a joint planning meeting, the Parties shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. Intrado shall order such two-way trunks via the ASR process. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts in accordance with Section 6 below. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the other Party. Other trunk groups for operator services, directory assistance and intercept must be established pursuant to AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff.

4.10.2 AT&T Access Tandem Interconnection. AT&T Access Tandem interconnection at a single Access Tandem provides access to those End Offices subtending that access tandem (Intratandem Access). Access Tandem interconnection is available for any of the following access tandem architectures:

4.10.2.1 Basic Architecture. In the basic architecture, Intrado's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Intrado and AT&T Access Tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Intrado and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Intrado desires to exchange traffic. This trunk group also carries Intrado originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Intrado. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.2.2 One-Way Trunk Group Architecture. In one-way trunk group architecture, the Parties interconnect using three (3) separate trunk groups. A one-way trunk group provides Intratandem Access for Intrado-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for AT&T end users. A second one-way trunk group carries AT&T-originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic destined for Intrado end users. A two-way trunk group provides Intratandem Access for Intrado's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Intrado and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Intrado exchanges traffic. This trunk group also carries Intrado originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to Intrado. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.2.3 Two-Way Trunk Group Architecture. The two-way trunk group Architecture establishes one (1) two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic between Intrado and AT&T. In addition, a separate two-way transit trunk group must be established for Intrado's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Intrado and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Intrado exchanges traffic. This trunk group also carries Intrado originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Intrado. However, where Intrado is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-Bound Traffic

and IntraLATA Toll Traffic. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.2.4 Supergroup Architecture. In the supergroup architecture, the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic and Intrado's Transit Traffic are exchanged on a single two-way trunk group between Intrado and AT&T to provide Intratandem Access to Intrado. This trunk group carries Transit Traffic between Intrado and ICOs, IXCs, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which Intrado desires to exchange traffic. This trunk group also carries Intrado originated Transit Traffic transiting a single AT&T Access Tandem destined to third party tandems such as an ICO tandem or other CLEC tandem. AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Intrado. However, where Intrado is responsive in a timely manner to AT&T's transport needs for its originated traffic, AT&T originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.2.5 Multiple Tandem Access (MTA) Interconnection

4.10.2.5.1 Where Intrado does not choose access tandem interconnection at every AT&T Access Tandem within a LATA, Intrado must utilize AT&T's MTA interconnection. To utilize MTA Intrado must establish an interconnection trunk group(s) at a minimum of one (1) AT&T Access Tandem within each LATA as required. AT&T will route Intrado's originated Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. Intrado must also establish an interconnection trunk group(s) at all AT&T Access Tandems where Intrado NXXs are homed as described in Section 4.2.1 above. If Intrado does not have NXXs homed at any particular AT&T Access Tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T Access Tandem, Intrado can order MTA in each AT&T Access Tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate Intrado's Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to end users served through those AT&T Access Tandems where Intrado does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with AT&T's Ordering Guidelines.

4.10.2.5.2 Intrado may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an IXC. Switched access traffic originated by or

terminated to Intrado will be delivered to and from IXCs based on Intrado's NXX access tandem homing arrangement as specified by Intrado in the LERG.

4.10.2.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A and shall be billed in addition to any Call Transport and Termination charges.

4.10.2.5.4 To the extent Intrado does not purchase MTA in a LATA served by multiple Access Tandems, Intrado must establish an interconnection trunk group(s) to every Access Tandem in the LATA to serve the entire LATA. To the extent Intrado routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, Intrado shall pay AT&T the associated MTA charges.

4.10.3 Local Tandem Interconnection

4.10.3.1 Local Tandem Interconnection arrangement allows Intrado to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of Intrado-originated Local Traffic and ISP-Bound Traffic transported and terminated by AT&T to AT&T End Offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

4.10.3.2 When a specified local calling area is served by more than one (1) AT&T local tandem, Intrado must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Intrado may choose to establish an interconnection trunk group(s) at the AT&T local tandems where it has no codes homing but is not required to do so. Intrado may deliver Local Traffic and ISP-Bound Traffic to a "home" AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where Intrado does not choose to establish an interconnection trunk group(s). It is Intrado's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Intrado's codes. Likewise, Intrado shall obtain its routing information from the LERG.

4.10.3.3 Notwithstanding establishing an interconnection trunk group(s) to AT&T's local tandems, Intrado must also establish an interconnection trunk group(s) to AT&T Access Tandems within the LATA on which Intrado has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access and toll traffic, and traffic to Type 2A CMRS connections located at the Access Tandems. AT&T shall not switch SWA traffic through more than one AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T Access Tandem for completion. (Type 2A CMRS interconnection is defined in Section A35 of AT&T's GSST).

4.10.3.4 AT&T's provisioning of Local Tandem Interconnection assumes that Intrado has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.4 Direct End Office-to-End Office Interconnection

4.10.4.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.4.2 The Parties shall utilize direct end office-to-end office trunk groups under any one (1) of the following conditions:

4.10.4.2.1 Tandem Exhaust. If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Intrado and AT&T.

4.10.4.2.2 Traffic Volume. To the extent either Party has the capability to measure the amount of traffic between Intrado's switch and an AT&T End Office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.10.4.2.3 Mutual Agreement. The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.5 Transit Traffic Trunk Group

4.10.5.1 Transit Traffic trunks can either be two-way trunks or two (2) one-way trunks ordered by Intrado to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at AT&T Access and Local Tandems provides Intratandem Access to the third parties also interconnected at those tandems. Intrado shall be responsible for all recurring and nonrecurring charges associated with Transit Traffic trunks and facilities.

4.10.5.2 Toll Free Traffic

4.10.5.2.1 If Intrado chooses AT&T to perform the Service Switching Point (SSP) Function (i.e., handle Toll Free database queries) from AT&T's switches, all Intrado originating Toll Free traffic will be routed over the Transit Traffic Trunk Group

and shall be delivered using GR-394 format. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

4.10.5.2.2 Intrado may choose to perform its own Toll Free database queries from its switch. In such cases, Intrado will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is an AT&T local or intraLATA Toll Free call, Intrado will route the post-query local or IntraLATA converted ten (10)-digit local number to AT&T over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Intrado will route the post-query local or intraLATA converted ten (10)-digit local number to AT&T over the Transit Traffic Trunk Group and Intrado shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, Intrado will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Intrado's network but that are connected to AT&T's Access Tandem.

4.10.5.2.3 All post-query Toll Free calls for which Intrado performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend an AT&T Access Tandem within the LATA.

5 Network Design And Management For Interconnection

5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS1 pursuant to Telcordia Standard No. GR-NWT-00499. Where Intrado chooses to utilize SS7 signaling, also known as CCS7, SS7 connectivity is required between the Intrado switch and the AT&T STP. AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the AT&T Guidelines to Technical Publication, GR-905-Core. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.

5.3 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

6 Forecasting for Trunk Provisioning

6.1 Within six (6) months after execution of this Agreement, Intrado shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within AT&T's Southeast region. Upon receipt of Intrado's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed Confidential Information under the General Terms and Conditions.

6.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Intrado-to-AT&T one-way trunks (Intrado Trunks), AT&T-to-Intrado one-way trunks (AT&T Trunk Groups) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six (6) months and shall include an estimate of the current year plus the next two (2) years total forecasted quantities. The Parties shall mutually develop AT&T Trunk Groups and/or two-way interconnection trunk forecast quantities.

6.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (ACTL), trunk group type (e.g., local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Intrado location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

6.2 Once initial interconnection trunk forecasts have been developed, Intrado shall continue to provide interconnection trunk forecasts at mutually agreeable intervals. Intrado shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk Group and/or two-way interconnection trunk forecasts as described in Section 6.1.1 above.

6.3 The submission and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

6.4 Trunk Utilization

6.4.1 For the AT&T Trunk Groups that are Final Trunk Groups (AT&T Final Trunk Groups), AT&T and Intrado shall monitor traffic on each AT&T Final Trunk Group that is ordered and installed. The Parties agree that the AT&T Final Trunk

Groups will be utilized at sixty percent (60%) of the time consistent busy hour utilization level within ninety (90) days of installation. The Parties agree that the AT&T Final Trunk Groups will be utilized at eighty percent (80%) of the time consistent busy hour utilization level within one hundred eighty (180) days of installation. Any AT&T Final Trunk Group not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. Subject to Section 6.4.2 below, AT&T may disconnect any under-utilized AT&T Final Trunk Groups and Intrado shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

6.4.2 AT&T's CISC will notify Intrado of any under-utilized AT&T Trunk Groups and the number of such trunk groups that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated Intrado interface. Intrado will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Intrado expects to need such trunks. AT&T's CISC Project Manager and Circuit Capacity Manager (CCM) will discuss the information with Intrado to determine if agreement can be reached on the number of AT&T Final Trunk Groups to be removed. If no agreement can be reached, AT&T will issue disconnect orders to Intrado. The due date of these orders will be four (4) weeks after Intrado was first notified in writing of the underutilization of the trunk groups.

6.4.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

6.4.4 For the two-way trunk groups, AT&T and Intrado shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within ninety (90) days of the installation of the AT&T two-way trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within one hundred eighty (180) days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as "under-utilized" trunks. AT&T will request the disconnection of any under-utilized two-way trunk(s) and Intrado shall refund to AT&T the associated nonrecurring and recurring trunk and facility charges paid by AT&T, if any.

6.4.4.1 AT&T's CISC will notify Intrado of any under-utilized two-way trunk groups and the number of trunks that AT&T wishes to disconnect. AT&T will provide supporting information either by email or facsimile to the designated Intrado interface. Intrado will provide concurrence with the disconnection in seven (7)

business days or will provide specific information supporting why the two-way trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Intrado expects to need such trunks. AT&T's CISC Project Manager and CCM will discuss the information with Intrado to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, Intrado will issue disconnect orders to AT&T. The due date of these orders will be four (4) weeks after Intrado was first notified in writing of the under-utilization of the trunk groups.

6.4.4.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties may review the trunk groups and, if necessary, shall negotiate in good faith for the installation of augmented facilities.

7 Local Dialing Parity

7.1 AT&T and Intrado shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating Telecommunications Services that require dialing to route a call.

8 Interconnection Compensation

8.1 Compensation for Call Transport and Termination for Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic

8.1.1 For the purposes of this Attachment and for intercarrier compensation for Local Traffic exchanged between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that originates from one Party's customer located in one exchange and terminates to the other Party's customer in either the same exchange, or other local calling area associated with the originating calling party's exchange as defined and specified in Section A3 of AT&T's GSST.

8.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

8.1.2 For purposes of this Attachment and for intercarrier compensation for ISP-Bound Traffic exchanged between the Parties, ISP-Bound Traffic is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one (1) exchange to an ISP server or modem in either the same exchange or other local calling area associated with the originating exchange as defined and specified in Section A3 of AT&T's GSST. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

8.1.3 Neither Party shall pay compensation to the other Party for per minute of use rate elements as set forth in Exhibit A associated with the Call Transport and Termination of Local Traffic or ISP-Bound Traffic.

8.1.4 The appropriate elemental rates set forth in Exhibit A shall apply for Transit Traffic as described in this Attachment and for MTA as described in this Attachment.

8.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-Bound Traffic for purposes of determining compensation for the call. If Intrado delivers Switched Access Traffic to AT&T for termination in violation of this Section, AT&T shall charge Intrado terminating switched access charges as set forth in AT&T's Intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate. Additionally, such delivery of traffic shall constitute improper use of AT&T facilities as set forth in Section 1.5.2 of Attachment 7 of this Agreement.

8.1.6 IntraLATA Toll Traffic is defined as all traffic, regardless of transport protocol method, that originates and terminates within a single LATA that is not Local Traffic or ISP-Bound traffic under this Attachment.

8.1.6.1 For terminating its intraLATA toll traffic on the other Party's network, the originating Party will pay the terminating Party AT&T's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariffs and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one (1) Party is the other Party's customer's presubscribed interexchange carrier or if one (1) Party's customer uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate AT&T originating switched access tariff rates as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff as filed and in effect with the FCC or appropriate Commission.

8.1.7 If Intrado assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs to Intrado customer physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Intrado customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Intrado agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to Intrado at BellSouth's FCC No. 1 Tariff rates.

8.2 If Intrado does not identify such interLATA traffic to AT&T, AT&T will determine which whole Intrado NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. AT&T shall make

appropriate billing adjustments if Intrado can provide sufficient information for AT&T to determine whether or not said traffic is Local or ISP-Bound Traffic.

8.3 Jurisdictional Reporting

8.3.1 Percent Local Use (PLU). Each Party shall report to the other a PLU factor. The application of the PLU will determine the amount of local or ISP-Bound minutes to be billed to the other Party. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.2 Percent Local Facility (PLF). Each Party shall report to the other a PLF factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.3 Percent Interstate Usage (PIU). Each Party shall report to the other the projected PIU factors, including but not limited to PIU associated with facilities (PIUE) and Terminating PIU (TPIU) factors. The application of the PIU will determine the respective interstate traffic percentages to be billed at BellSouth's FCC No. 1 Tariff rates. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's intrastate Access Services Tariff will apply to Intrado. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local traffic and facilities. The intrastate toll traffic shall be billed at AT&T's intrastate Access Services Tariff rates. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September. Additional requirements associated with PIU calculations and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide.

8.3.4 Notwithstanding the provisions in Sections 8.3.1, 8.3.2, and 8.3.3 above, where AT&T has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at AT&T's option,

be utilized to determine the appropriate jurisdictional reporting factors (i.e., PLU, PIU, and/or PLF), in lieu of those provided by Intrado. In the event that AT&T opts to utilize its own data to determine jurisdictional reporting factors, AT&T shall notify Intrado at least fifteen (15) days prior to the beginning of the calendar quarter in which AT&T will begin to utilize its own data.

8.3.5 Audits. On thirty (30) days written notice, Intrado must provide AT&T the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. Intrado shall retain records of call detail for a minimum of nine (9) months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by Intrado. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by an independent auditor chosen by AT&T. The audited factor (PLF, PLU and/or PIU) shall be adjusted based upon the audit results and shall apply to the usage for the audited period through the time period when the audit is completed, to the usage for the quarter prior to the audit period, and to the usage for the two (2) quarters following the completion of the audit. If, as a result of an audit, Intrado is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, Intrado shall reimburse AT&T for the cost of the audit.

8.4 Compensation for IntraLATA 8XX Traffic. Intrado shall pay the appropriate switched access charges set forth in the AT&T's intrastate Access Services tariff and/or BellSouth's FCC No. 1 Tariff. Intrado will pay AT&T the database query charge as set forth in the applicable AT&T intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Intrado will be responsible for any applicable Common Channel Signaling (SS7) charges.

8.4.1 Records for 8XX Billing. Where technically feasible, each Party will provide to the other Party the appropriate records, in accordance with industry standards, necessary for billing intraLATA 8XX providers. The records provided will be in a standard EMI format.

8.4.2 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD). AT&T's provision of 8XX TFD to Intrado requires interconnection from Intrado to AT&T's 8XX Signal Channel Point. Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Intrado shall establish SS7 interconnection at the AT&T LSTPs serving the AT&T 8XX Signal Channel Points that Intrado desires to query. The terms and conditions for 8XX TFD are set out in the appropriate AT&T Access Services Tariff.

8.5 Mutual Provision of Switched Access Service

8.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination

or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any PSTN interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method or method of originating or terminating the call, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or a call in which the Parties' Switched Access Services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

8.5.2 If an AT&T end user chooses Intrado as their presubscribed interexchange carrier, or if an AT&T end user uses Intrado as an interexchange carrier on a 101XXXX basis, AT&T will charge Intrado the appropriate AT&T tariff charges for originating switched access services.

8.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff, as appropriate.

8.5.4 When Intrado's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Intrado as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish Meet Point Billing for all applicable traffic. The Parties shall utilize a thirty (30) day billing period.

8.5.4.1 In cases where Intrado has a unique hosted Revenue Accounting Office (RAO) code and Intrado's end office subtends the AT&T Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to Intrado, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.

8.5.5 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

8.5.6 Intrado shall not deliver switched access traffic to AT&T for termination over any trunks and facilities other than Intrado ordered switched access trunks and facilities.

8.6 Transit Traffic

8.6.1 AT&T shall provide tandem switching and transport services for Intrado's Transit Traffic. Rates for local Transit Traffic and ISP-Bound Transit Traffic shall be the applicable rate elements for Tandem Switching, Common Transport and Tandem Intermediary Charge as set forth in Exhibit A. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in AT&T's intrastate Access Services Tariff and/or BellSouth's FCC No. 1 Tariff. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Intrado and Wireless Type 1 third parties or Wireless Type 2A third parties that do not engage in Meet Point Billing with AT&T shall not be treated as Transit Traffic from a routing or billing perspective until such time as such traffic is identifiable as Transit Traffic.

8.6.2 The delivery of traffic that transits the AT&T network is excluded from any AT&T billing guarantees. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Intrado is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to Intrado. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic, Intrado shall reimburse AT&T for such charges or costs.

8.7 For purposes of intercarrier compensation, AT&T will not be responsible for any compensation associated with the exchange of traffic between Intrado and a CLEC utilizing AT&T switching. Where technically feasible, AT&T will use commercially reasonable efforts to provide records to Intrado to identify those CLECs utilizing AT&T switching with whom Intrado has exchanged traffic. Such traffic shall not be considered Transit Traffic from a routing or billing perspective, but instead will be considered as traffic exchanged solely between Intrado and the CLEC utilizing AT&T switching.

8.7.1 Intrado is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of traffic with a CLEC utilizing AT&T switching. AT&T will not be liable for any compensation to the terminating carrier or to Intrado. In the event that the terminating third

party carrier imposes on AT&T any charges or costs for the delivery of such traffic, Intrado shall reimburse AT&T for all such charges or costs.

8.8 Intrado shall send all IntraLATA toll traffic to be terminated by an independent telephone company to the End User's IntraLATA toll provider and shall not send such traffic to AT&T as Transit Traffic. IntraLATA toll traffic shall be any traffic that originates outside of the terminating independent telephone company's local calling area.

9 Ordering Charges

9.1 The facilities purchased pursuant to this Attachment shall be ordered via the ASR process.

9.2 The rates, terms and conditions associated with submission and processing of ASRs are as set forth in BellSouth's FCC No. 1 Tariff, Section 5.

10 Basic 911 and E911 Interconnection

10.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

10.2 Basic 911 Interconnection. AT&T will provide to Intrado a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten (10) digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Intrado will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate ten (10) digit directory number as stated on the list provided by AT&T. Intrado will be required to route that call to the appropriate PSAP. When a municipality converts to E911 service, Intrado will be required to begin using E911 procedures.

10.3 E911 Interconnection. Intrado shall install a minimum of two (2) dedicated trunks originating from its SWC and terminating to the appropriate E911 tandem. The SWC must be in the same LATA as the E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured as part of a digital (one point five forty-four (1.544) Mb/s) interface (DS1 facility). The configuration shall use CAMA-type signaling with MF pulsing or SS7/ISUP signaling either of which shall deliver ANI with the voice portion of the call. If SS7/ISUP connectivity is used, Intrado shall follow the procedures as set forth in Appendix A of the CLEC Users Guide to E911 for Facility Based Providers that is located on the AT&T Interconnection Web site. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. Intrado will be required to provide AT&T daily updates to the E911 database. Intrado will be required to forward 911 calls to the appropriate E911 tandem along with ANI based upon the current E911 end office to tandem homing arrangement as

provided by AT&T. If the E911 tandem trunks are not available, Intrado will be required to route the call to a designated seven (7) digit or ten (10) digit local number residing in the appropriate PSAP. This call will be transported over AT&T's interoffice network and will not carry the ANI of the calling party. Intrado shall be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

10.4 Trunks and facilities for 911 Interconnection may be ordered by Intrado from AT&T pursuant to the terms and conditions set forth in this Attachment.

10.5 The detailed practices and procedures for 911/E911 interconnection are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers that is located on the AT&T Interconnection Services Web site.

11 SS7 Network Interconnection

11.1 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable interoperability of CLASS features and functions except for call return. SS7 signaling parameters will be provided, including but not limited to ANI, originating line information (OLI) calling company category and charge number. Privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (TCAP) messages to facilitate SS7 based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges. Nothing herein shall obligate or otherwise require AT&T to send SS7 messages or call-related database queries to Intrado's or any other third party's call-related database, unless otherwise agreed to by the Parties under a separate agreement.

11.2 Signaling Call Information. AT&T and Intrado will send and receive ten (10) digits for Local Traffic. Additionally, AT&T and Intrado will exchange the proper call information, (i.e., originated call company number and destination call company number, CIC, and OZZ) including all proper translations for routing between networks and any information necessary for billing.

11.3 SS7 Network Interconnection is the interconnection of Intrado LSTP switches or Intrado local or tandem switching systems with AT&T STP switches. This interconnection provides connectivity that enables the exchange of SS7 messages among AT&T switching systems and databases, Intrado local or tandem switching systems, and other third party switching systems directly connected to the AT&T SS7 network.

11.3.1 The connectivity provided by SS7 Network Interconnection shall fully support the functions of AT&T switching systems and databases and Intrado or other third party switching systems with A-link access to the AT&T SS7 network.

11.3.2 If traffic is routed based on dialed or translated digits between a Intrado local switching system and an AT&T or other third party local switching system, either directly or via an AT&T tandem switching system, then it is a requirement that the AT&T SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (i.e., Automatic Callback, Automatic Recall, and Screening List Editing) between the Intrado LSTP switches and AT&T or other third party local switch.

11.3.3 SS7 Network Interconnection shall provide:

11.3.3.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

11.3.3.2 Signaling Link functions, as specified in ANSI T1.111.3; and

11.3.3.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

11.3.4 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is an AT&T switching system or DB, or is another third party local or tandem switching system directly connected to the AT&T SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Intrado local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Intrado LSTPs and shall not include SCCP Subsystem Management of the destination.

11.3.5 SS7 Network Interconnection shall provide all functions of the ISUP as specified in ANSI T1.113.

11.3.6 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.

11.3.7 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of AT&T STPs, SS7 Network Interconnection may provide these functions of the OMAP.

11.4 Interface Requirements. The following SS7 Network Interconnection interface options are available to connect Intrado or Intrado-designated local or tandem switching systems or signaling transfer point switches to the AT&T SS7 network:

11.4.1 A-link interface from Intrado local or tandem switching systems; and

11.4.2 B-link interface from Intrado STPs.

11.4.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the AT&T STP is located. There shall be a DS1 or higher rate transport interface at each of the signaling points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

11.4.4 AT&T shall provide intraoffice diversity between the Signaling Point of Interconnection and the AT&T STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to an AT&T STP.

11.4.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

11.4.6 AT&T shall set message screening parameters to accept messages from Intrado local or tandem switching systems destined to any signaling point in the AT&T SS7 network with which the Intrado switching system has a valid signaling relationship.

11.5 Rates. The Parties shall institute a "bill and keep" compensation plan under which neither Party will charge the other Party for ISUP CCS7 signaling messages associated with Local Traffic. The portion of ISUP CCS7 signaling messages utilized for Local Traffic, which is subject to bill and keep in accordance with this section, shall be determined based upon the application of the applicable signaling factors set forth in AT&T's Jurisdictional Factors Reporting Guide. All other CCS7 signaling messages associated with Local Traffic will be billed at the rates set forth in Exhibit A. In addition, CCS7 facility charges, including charges for signaling ports and signaling links, utilized for Local Traffic will be billed at the rates set forth in Exhibit A. CCS7 signaling messages, signaling ports, and signaling links associated with interstate calls and with intrastate non-local calls, shall be billed in accordance with the applicable AT&T intrastate Access Services Tariff and BellSouth's FCC No. 1 Tariff for switched access services.

Exhibit B

Basic Architecture

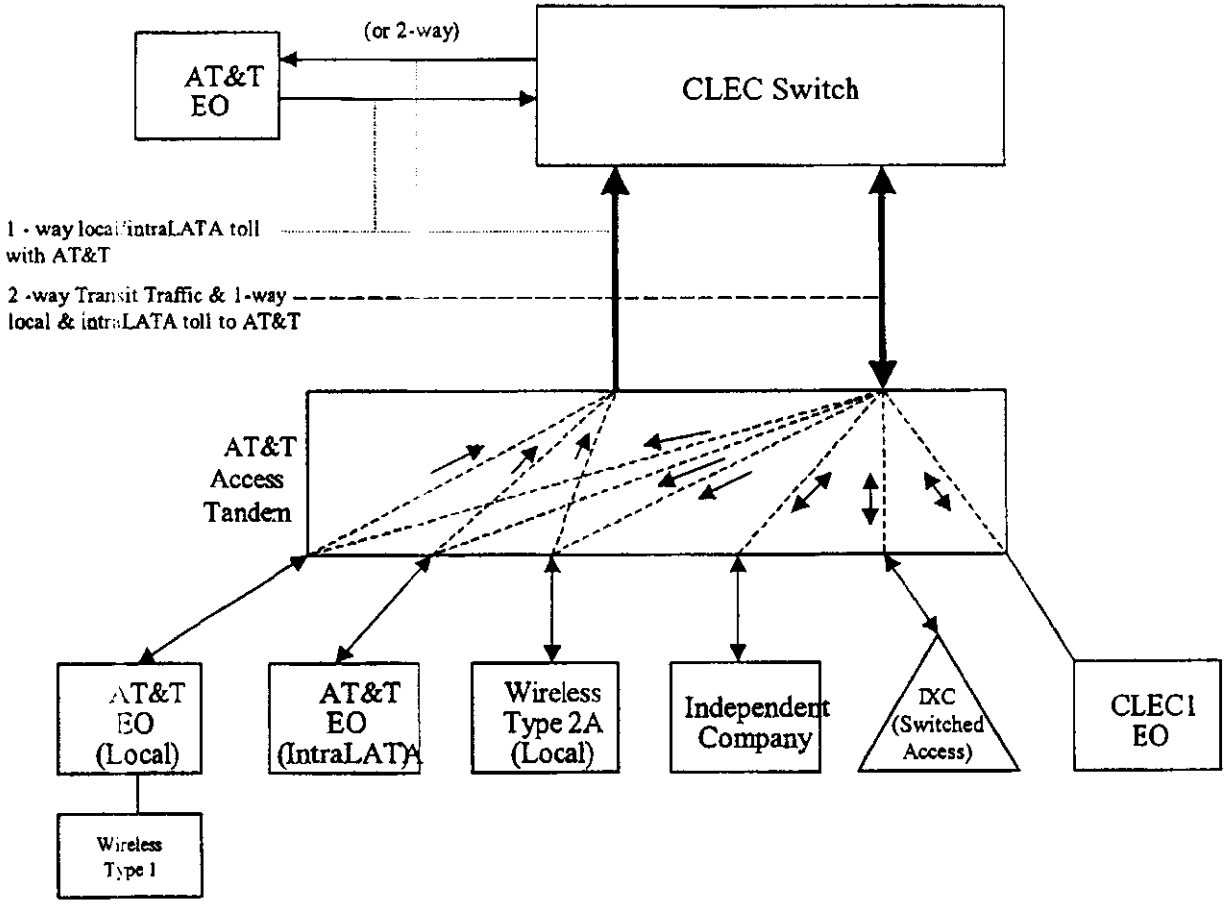
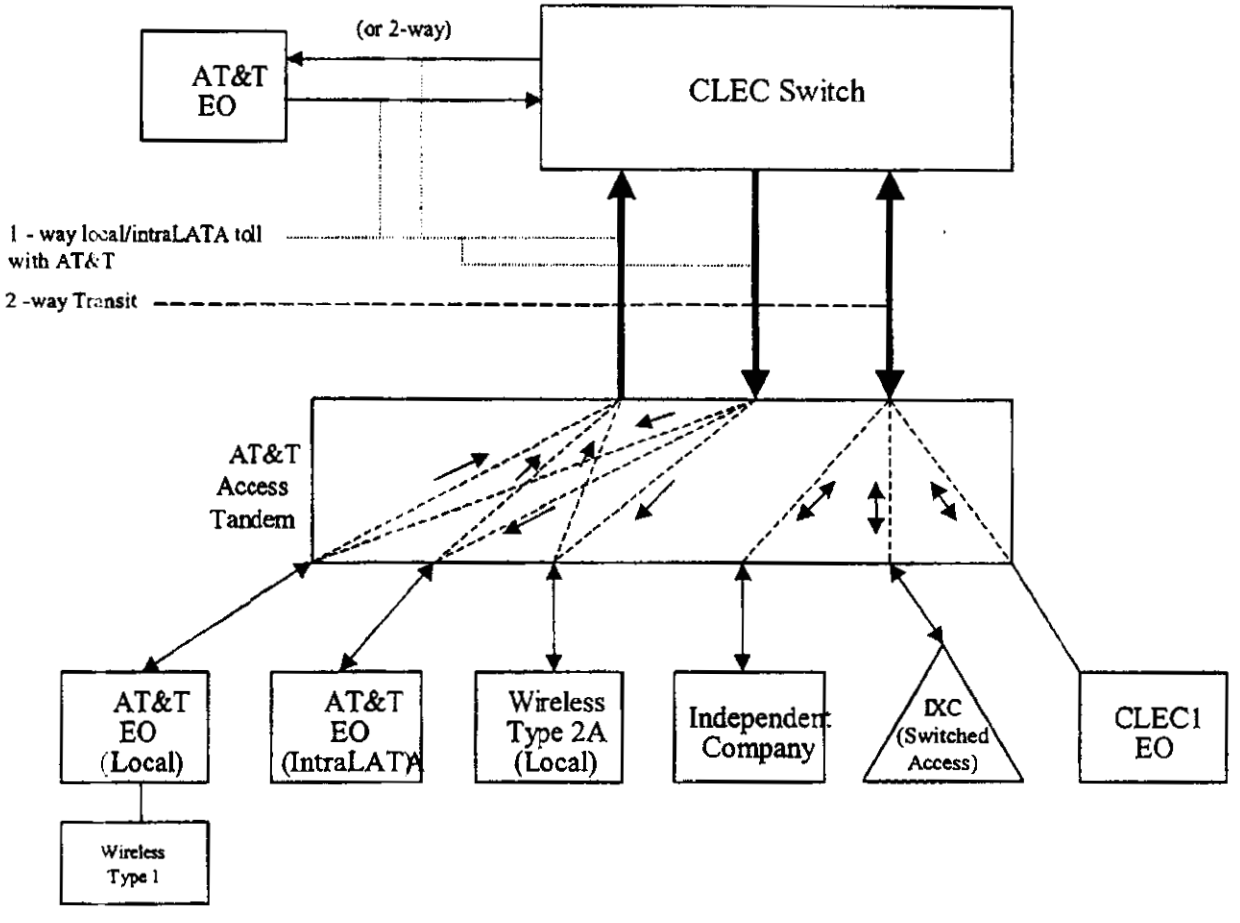


Exhibit C

One-Way Architecture



Two-Way Architecture

Exhibit D

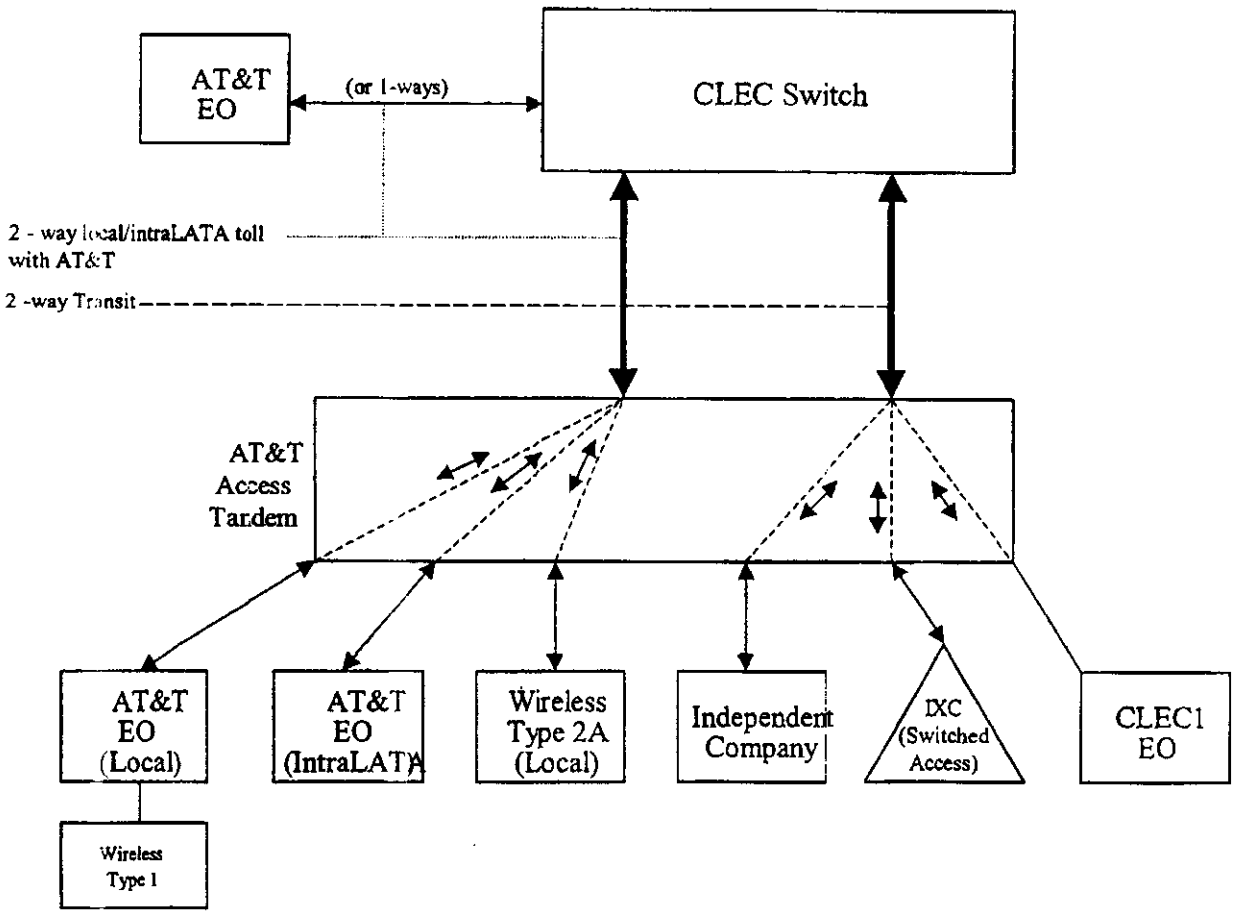
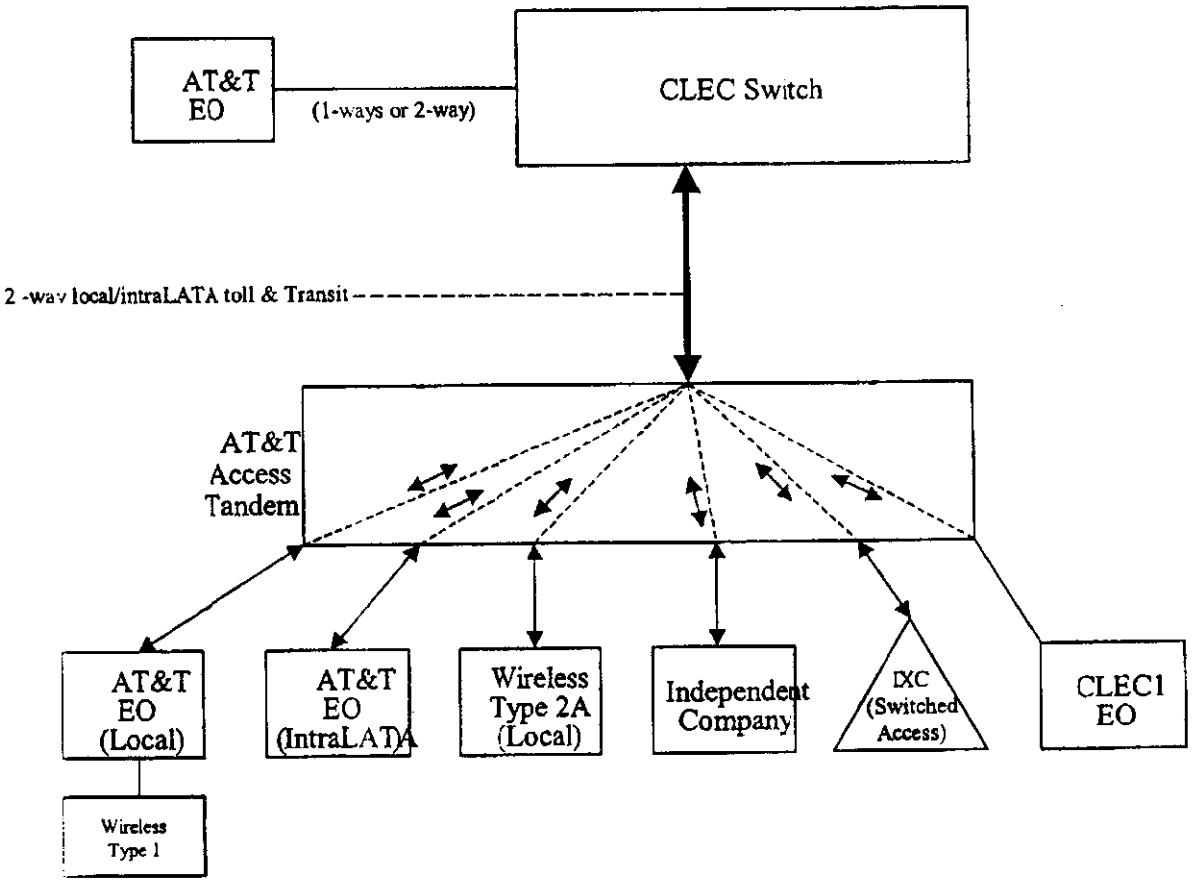


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama

Att: 1 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0004980bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.000498										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.56	6.12								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56	6.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.00000230k										
	Common Transport - Facilities Termination Per MOU					0.0003224bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.008838										
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	21.13	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.008838										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.008838										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.12	40.54	27.41	16.74	6.90						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	80.16	89.27	81.81	16.35	14.44						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	709.52	278.75	162.76	60.20	58.46						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97	193.10	33.17	36.64	3.20						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93	193.53	33.60	37.11	3.67						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.78	177.47	153.72	22.19	15.26						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.62	263.94	119.49	83.58						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATN3	166.13	178.14	93.97	33.26	31.63						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	IPT8SX	130.83										
	CCS7 Signaling Usage, Per TCAP Message					0.0000569										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP9A	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.46	35.53	35.53	16.44	16.44						

LOCAL INTERCONNECTION - Alabama													Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	BOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Usage, Per ISUP Message					0.0000142bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.46	35.53	35.53	16.44	16.44						

LOCAL INTERCONNECTION - Florida													Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0006019bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0006019										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.73	8.19								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.73	8.19								
	Dedicated End Office Trunk Port Service per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000035bk										
	Common Transport - Facilities Termination Per MOU					0.0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0091										
	Interoffice Channel - Dedicated Transport - 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	88.44	105.54	86.47	21.47	13.05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	19.86	266.84	46.97	37.63	4.00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	95.84						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	116.64	40.34	39.07						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	135.06										
	CCS7 Signaling Usage, Per TCAP Message					0.0000607										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP8A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	17.93	43.57	43.57	18.31	18.31						
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.93	43.57	43.57	18.31	18.31						

LOCAL INTERCONNECTION - Florida														Att: 3 Exh: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAR	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS3 level link (8 link) (also known as D link)			UDB	TPP98	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Usage, Per ISUP Message					0.0000152bk										
		CCS7 Signaling Usage Surrogate, per line per LATA			UDB	STU56	694.32bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.03	46.03	46.03	46.03						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPO											
		CCS7 Signaling Connection, Switched access service, interface groups, transmissom paths 8 DS1 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31						
		CCS7 Signaling Connection, Switched access service, interface groups, transmissom paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.93	43.57	43.57	18.31	18.31						

000214

LOCAL INTERCONNECTION - Georgia													Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0004186bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0004186										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunkside Service - per DS0			OHD	TPP6X		21.53	8.11								
	Installation Trunkside Service - per DS0			OHD	TPP9X		21.53	8.11								
	Dedicated End Office Trunk Port Service per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service per DS1**			OH1, OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service per DS1**			OH1, OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000028bk										
	Common Transport - Facilities Termination Per MOU					0.0001855bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0059										
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	13.15	48.41	19.46	16.56	4.99						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0059										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	8.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0059										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	8.00	48.41	19.46	16.56	4.99						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1199										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.93	110.92	80.20	31.33	21.71						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.63										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	349.42	320.16	86.24	66.71	52.76						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.91	120.95	53.24	46.35	13.35						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.90	125.50	54.38	46.35	13.35						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.82	149.91	111.09	40.32	26.09						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	150.05	444.58	145.04	112.80	75.81						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	71.23	105.57	41.545	23.73	4.19						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATN3	124.39	224.255	71.76	39.995	31.035						
	DS3 Interface Unit (DS1 CDCI) per month			OH1, OH1MS	SATCO	7.50	15.78	11.375	6.80	6.80						
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP6A	8.93	34.74	34.74	16.90	16.90						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	8.93	34.74	34.74	16.90	16.90						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	8.93	34.74	34.74	16.90	16.90						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	8.93	34.74	34.74	16.90	16.90						
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	111.30										
	CCS7 Signaling Usage, Per Call Setup Message					.0000134bk										

LOCAL INTERCONNECTION - Georgia																	Att: 1 Exh: A
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic - 1st	Incremental Charge - Manual Svc Order vs. Electronic - Add'l	Incremental Charge - Manual Svc Order vs. Electronic - Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic - Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Usage, Per TCAP Message					0.0000536										
		CCS7 Signaling Usage, Per ISUP Message (same as E.3.3)					.0000134blk										
		CCS7 Signaling Usage Surrogate, per blk			UDB	STU6#	921.93blk										
		CCS7 Signaling Point Code, Establishment or Change, per STP affected			UDB	CCAPO		28.12	28.12	33.29	33.29						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths & DS1 level path with bit stream signaling			UDB	TPP8X	8.93	34.74	34.74	16.90	16.90						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths & DS3 level path with bit stream signaling			UDB	TPP9X	8.93	34.74	34.74	16.90	16.90						

LOCAL INTERCONNECTION - Kentucky													Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0006772bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0006772										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.56	8.13								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56	8.13								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.00000308bk										
	Common Transport - Facilities Termination Per MOU					0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel- Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.01										
	Interoffice Channel- Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	29.11	47.34	31.78	22.77	8.75						
	Interoffice Channel- Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0115										
	Interoffice Channel- Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel- Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0115										
	Interoffice Channel- Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	20.97	47.35	31.78	22.77	8.75						
	Interoffice Channel- Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.23										
	Interoffice Channel- Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	96.04	105.52	98.46	23.09	20.49						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.97										
	Interoffice Channel- Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1,175.15	335.40	219.24	89.57	87.75						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.57	265.78	45.96	46.79	4.96						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
	Local Channel - Dedicated - DS1 per month			OH1	TEPHQ	40.46	209.60	176.51	30.21	21.07						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEPHJ	576.05	551.38	338.08	173.00	120.42						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEPHQ	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEPHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.80	10.07	7.08								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UDB	TPP8A	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UDB	TPP9A	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UDB	TPP6B	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UDB	TPP9B	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Termination, Per STP Port			UDB	PT9SX	151.39										
	CCS7 Signaling Usage, Per Call Setup Message					0.00000164bk										

LOCAL INTERCONNECTION - Kentucky													Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Usage, Per TCAP Message					0.0000656										
	CCS7 Signaling Usage, Per ISUP Message					0.0000164bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	751.08bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		46.02	46.02	56.43	56.43						
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		46.02	46.02	56.43	56.43						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	20.71	43.56	43.56	22.45	22.45						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	20.71	43.56	43.56	22.45	22.45						

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LOCAL INTERCONNECTION - Louisiana													Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					(.0005507bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0005507										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.64	6.15								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.64	6.15								
	Dedicated End Office Trunk Port Service per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					(.0000032bk										
	Common Transport - Facilities Termination Per MOU					0.0003748bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.013										
	Interoffice Channel - Dedicated Transport - 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.60	39.36	26.62								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.013										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.013										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.61	39.37	26.62								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2652										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	70.47	86.69	79.44								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	6.04										
	Interoffice Channel - Dedicated Tranport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	650.45	270.69	158.05								
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	18.32	187.51	32.21								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	19.41	187.94	32.63								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.48	256.30								
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	80.76								
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATN3	201.46	172.99	91.25								
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.78	8.39	4.56								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT6SX	147.80										
	CCS7 Signaling Usage, Per TCAP Message					0.000064										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP8A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	15.77	34.50	34.50								
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	15.77	34.50	34.50								

000219

LOCAL INTERCONNECTION - Louisiana

Att: 3 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(S)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(S)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.77	34.50	34.50								
	CCS7 Signaling Usage, Per ISUP Message					0.000016bk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	732.1pk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		28.17	28.17								
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		28.17	28.17								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 8 DS1 level path with bit stream signaling			UDB	TPP8X	15.77	34.50	34.50								
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	15.77	34.50	34.50								

000220

LOCAL INTERCONNECTION - Mississippi														Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0005379bk											
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0005379											
	Tandem Intermediary Charge, per MOU*					0.0025											
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13									
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.58	8.13									
	Dedicated End Office Trunk Port Service per DS0**			OHD	TDEOP	0.00											
	Dedicated End Office Trunk Port Service per DS1**			OH1 OH1MS	TDE1P	0.00											
	Dedicated Tandem Trunk Port Service per DS0**			OHD	TDWOP	0.00											
	Dedicated Tandem Trunk Port Service per DS1**			OH1 OH1MS	TDW1P	0.00											
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000026bk											
	Common Transport - Facilities Termination Per MOU					0.0004541bk											
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0098											
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	22.52	40.77	27.57	17.26	7.11							
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0098											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0098											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.68	40.78	27.57	17.26	7.11							
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201											
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33	89.79	82.26	16.86	14.90							
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.75											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90	280.37	163.70	62.06	60.29							
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	14.91	194.22	33.36	37.79	3.30							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	15.99	194.66	33.80	38.27	3.78							
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83	178.50	154.61	22.69	15.74							
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87	454.13	284.47	123.23	86.19							
	LOCAL INTERCONNECTION MID-SPAN MEET																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00										
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00										
	MULTIPLEXERS																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATN3	170.83	179.17	94.52	34.30	32.82							
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.96	6.62	4.74									
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																
SIGNALING (CCS7)																	
	NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Termination, Per STP Port			UD8	PT8SX	132.21											
	CCS7 Signaling Usage, Per TCAP Message					0.0000587											
	CCS7 Signaling Connection, Per DS1 level link (A link)			UD8	TPP8A	16.55	35.74	35.74	16.53	16.53							
	CCS7 Signaling Connection, Per DS0 level link (A link)			UD8	TPP8A	16.55	35.74	35.74	16.53	16.53							
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UD8	TPP8B	16.55	35.74	35.74	16.53	16.53							

000221

LOCAL INTERCONNECTION - Mississippi														Att: 3 Exh: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP8B	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Usage, Per ISUP Message					0.0000149bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	383.55bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.18	29.18	35.78	35.78						
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD											
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	16.55	35.74	35.74	16.53	16.53						
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.55	35.74	35.74	16.53	16.53						

000222

LOCAL INTERCONNECTION - North Carolina													Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
	Tandem Switching Function Per MOU					0.0004788bk										
	Multiple Tandem Switching, per MOU (applies to intal tandem only)					0.0004788										
	Tandem Intermediary Charge, per MOU*					0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.55	8.12								
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.55	8.12								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU					0.0000023bk										
	Common Transport - Facilities Termination Per MOU					0.0001676bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0095										
	Interoffice Channel - Dedicated Transport - 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.12	39.36	26.62								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0095										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0095										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.47	39.37	26.62								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month/ In			OH1, OH1MS	1L5NL	0.1938										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	31.19	88.69	79.44								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.44										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	329.91	270.69	158.05								
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	6.29	187.51	32.21								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	7.08	187.94	32.63								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	22.13	172.34	149.27								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	82.89	438.46	256.30								
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	197.78	140.06								
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	233.10	403.97	234.40								
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	16.07	13.09	9.38								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																
SIGNALING (CCS7)																
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP9A	8.13	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP9A	8.13	34.50	34.50								
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	8.13	34.50	34.50								
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	8.13	34.50	34.50								

000223

LOCAL INTERCONNECTION - North Carolina																		
														Att: 3 Exh: A				
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Termination, Per STP Port			UDB	PT6SX	108.19										
		CCS7 Signaling Usage, Per ISUP Message					0.0000094bh										
		CCS7 Signaling Usage, Per TCAP Message					0.0000374										
		CCS7 Signaling Usage Surrogate, per line per LATA			UDB	STU56	$44.04bk										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		55.77	55.77								
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Sip Affected			UDB	CCAPD		8.00	8.00								
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	8.13	34.50	34.50								
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	8.13	34.50	34.50								

422000

LOCAL INTERCONNECTION - South Carolina													Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0007360bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.000736										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.65	8.16								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.65	8.16								
	Dedicated End Office Trunk Port Service - per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service - per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000045bk										
	Common Transport - Facilities Termination Per MOU					0.0004095bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0167										
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHM	1L5NF	24.30	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0167										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	16.76	40.63	27.47	16.77	6.91						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14	89.47	81.99	16.39	14.48						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.92										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.85	279.37	163.12	60.33	58.59						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.33	193.53	33.24	36.72	3.21						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	18.54	193.97	33.68	37.18	3.68						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHQ	42.62	177.87	154.06	22.24	15.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHQ	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATN3	144.02	178.54	84.18	33.33	31.90						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	8.64	6.59	4.75								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS1			UD8	TPP6A	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility A-Link DS3			UD8	TPP9A	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS1			UD8	TPP6B	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Connection, Per 56Kbps Facility B-Link DS3			UD8	TPP9B	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Termination, Per STP Port			UD8	PT8SX	163.49										
	CCS7 Signaling Usage, Per TCAP Message					0.0000892										

LOCAL INTERCONNECTION - South Carolina													Att: 3 Exh: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates($)					
							First	Add'l	First	Add'l	SOMEC	SOMAB	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Usage, Per ISUP Message					0.0000173blk										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STUS6	791.37blk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment orChange, per STP affected			UDB	CCAPO		29.06	29.06	35.65	35.65						
	CCS7 Signaling Point Code, per Destination Point Code Establishment orChange, Per Stp Affected			UDB	CCAPD		29.06	29.06	35.65	35.65						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 8 DS1 level path with bit stream signaling			UDB	TPP8X	16.93	36.61	36.61	16.48	16.48						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	16.93	36.61	36.61	16.48	16.48						

Att: 3 Exh: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0009778bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0009779										
	Tandem Intermediary Charge, per MOU*					0.0025										
	* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
	TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.58	8.09								
	Installation Trunk Side Service - per DS1			OHD	TPP6X		21.58	8.09								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
	COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000064bk										
	Common Transport - Facilities Termination Per MOU					0.0003871bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0174										
	Interoffice Channel - Dedicated Transport - 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	18.58	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	17.98	55.39	17.37	27.96	3.51						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.88	112.40	76.27	19.55	14.98						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	396.29	176.56	109.04	105.91						
	LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	15.29	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	16.18	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	32.25	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	384.50	215.82	151.15						
	LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
	MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	149.87	77.11	14.51	13.46						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	44.47	42.62						
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66								
	Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															
SIGNALING (CCS7)																
	NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
	CCS7 Signaling Termination, Per STP Port			UDB	PT6SX	138.41										
	CCS7 Signaling Usage, Per TCAP Message					0.0000916										
	CCS7 Signaling Connection, Per DS1 level link (A link)			UDB	TPP6A	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS3 level link (A link)			UDB	TPP6A	17.84	130.84	130.84					20.35	0.00	0.00	0.00
	CCS7 Signaling Connection, Per DS1 level link (B link) (also known as D link)			UDB	TPP6B	17.84	130.84	130.84					20.35	0.00	0.00	0.00

000227

LOCAL INTERCONNECTION - Tennessee														Att: 1 Exh: A			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	OSS Rates($) SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	17.84	130.84	130.84					20.35	0.00	0.00	0.00
		CCS7 Signaling Usage, Per ISUP Message					0.0000373bk										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.3bk										
		Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	0.00	0.00	0.00
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling			UDB	TPP6X	17.84	130.84	130.84					20.35	0.00	0.00	0.00
		CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling			UDB	TPP9X	17.84	130.84	130.84					20.35	0.00	0.00	0.00

000228

REQUEST: Please provide all documents that support your response to Interrogatory No. 27d.

RESPONSE: There are no responsive documents.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Referring to AT&T witness Neinast's direct testimony, page 51, lines 23-24, please provide the language that AT&T has proposed to Intrado to resolve Issue 9.

RESPONSE: The language in Appendix 911 Section 3.1 is resolved.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Referring to the direct testimony of AT&T witness Neinast, page 53, lines 14-17, please provide the language AT&T has proposed to Intrado to resolve this issue.

RESPONSE: The language that AT&T offers is from the 911 Appendix below in **bold underline**. Intrado's language is ***bold italics***:

9.1 ***Intentionally Omitted.*** **The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide trunking and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.**

9.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by AT&T-(STATE) and CLEC. **Each Party's specifications shall be documented in a state specific form, if applicable. If applicable CLEC shall complete its portion of a state specific form and submit it to AT&T-(STATE) or appropriate E911 Authority, not later than forty-five (45) days prior to the passing of live traffic. AT&T-(STATE) shall complete its portion of a state specific form and return it to CLEC not later than forty-five (45) days prior to the passing of live traffic.**

9.3 ***Intentionally Omitted.*** **The Parties must obtain documentation of approval of the completed state specific form from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which each Party's End Users are located. Each Party shall provide documentation of all requisite approval(s) to the other Party prior to use of the E911 connection for actual emergency calls.**

9.4 *Intentionally Omitted.* **Each Party has designated a representative who has the authority to complete any state specific forms to this Appendix when necessary to accommodate expansion of the geographic area of either Party into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. Each Party must obtain approval of each additional state specific form, as set forth in Section 9.2, and shall furnish documentation of all requisite approval(s) of each additional state specific form in accordance with Section 9.2.**

RESPONSE PROVIDED BY: Mark Neinast

DOCUMENTS REQUESTED

REQUEST: Please identify and provide a copy of any documents that support AT&T's response to Interrogatory No. 33.

RESPONSE: AT&T Florida has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please identify and provide a copy of any documents that support AT&T's response to Interrogatory No. 35.

RESPONSE: AT&T Florida has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please identify and provide a copy of any documents that support AT&T's response to Interrogatory No. 36.

RESPONSE: AT&T Florida has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please identify and provide a copy of any documents that support AT&T's response to Interrogatory No. 37.

RESPONSE: Please see Exhibit MN-2 (Appendix 911 NIM) attached to the Direct Testimony of Mark Neinast filed April 21, 2008.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please identify and provide a copy of any documents that support AT&T's response to Interrogatory No. 38.

RESPONSE: AT&T Florida has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please identify and provide a copy of any documents that support AT&T's response to Interrogatory No. 39.

RESPONSE: The responsive document is attached. This includes Appendix NIM from the 13-State Interconnection Agreement. Also, see Attachment 3 of the BellSouth 9-State Interconnection Agreement that was provided in AT&T Florida's response to Item No. 2 of Staff's 1st Request for Production of Documents.

RESPONSE PROVIDED BY: Mark Neinast

AT&T-Intrado Arbitration FPSC Docket No. 070736-TP

AT&T Florida's Attachment to Staff's 2nd Request for Production of Documents Item No. 11

AT&T 6/5/08 DRAFT

FOR NEGOTIATION PURPOSES ONLY

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

AT&T proposed language is bolded and underlined
Intrado Comm proposed language is italicized and bolded

FOR NEGOTIATION PURPOSES ONLY

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AT&T proposed language is bolded and underlined
Intrado Comm proposed language is italicized and bolded

AT&T 6/5/08 DRAFT

FOR NEGOTIATION PURPOSES ONLY

APPENDIX NIM
(NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective End Users of the Parties pursuant to Section 251(c)(2) of the Act other than 911/E911 Service traffic, which is governed by Appendix CESIM and Appendix CES; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

1.2 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

1.3 Intentionally Omitted.

1.4 Intentionally Omitted.

1.5 Intentionally Omitted.

1.6 Intentionally Omitted.

1.7 Intentionally Omitted.

1.8 Intentionally Omitted.

1.9 Intentionally Omitted.

1.10 Intentionally Omitted.

1.11 Intentionally Omitted.

1.12 Intentionally Omitted.

1.13 Intentionally Omitted.

1.14 Intentionally Omitted.

1.15 Intentionally Omitted.

1.16 Intentionally Omitted.

1.17 Intentionally Omitted.

1.18 Intentionally Omitted.

1.19 Intentionally Omitted.

1.20 **AT&T OHIO** - As used herein, **AT&T OHIO** means The Ohio Bell Telephone Company d/b/a AT&T Ohio, the applicable AT&T-owned ILEC doing business in Ohio.

1.21 Intentionally Omitted.

1.22 Intentionally Omitted.

AT&T proposed language is bolded and underlined
Intrado Comm proposed language is italicized and bolded

1.23 Intentionally Omitted.

1.24 Intentionally Omitted.

1.25 AT&T-OHIO shall provide, for CLEC's facilities and equipment, Interconnection for the transmission and routing of telephone exchange service and exchange access, at a level of quality that is equal to that which AT&T-OHIO provides itself, a subsidiary, an affiliate, or any other party to which AT&T-OHIO provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

1.26 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining Interconnection which shall be incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection pursuant to Section 251(c)(2) of the Act.

2. NETWORK INTERCONNECTION ARCHITECTURE PLAN

2.1 AT&T-OHIO's network is partly comprised of End Office switches, Local Only Tandem Switches (**AT&T SOUTHWEST REGION 5-STATE** and **AT&T MIDWEST REGION 5-STATE**), Local/IntraLATA Tandem Switches, Local/Access Tandem Switches, and Access Tandem Switches. AT&T-OHIO's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan **for a specific Interconnection area**. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and AT&T-OHIO's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks **and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan**.

2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a ***technically feasible*** point on the AT&T-OHIO network **(End Office or Tandem building)** identified by CLEC where the Parties deliver **Section 251(b)(5)/IntraLATA Toll T**traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide and the POIs designated pursuant to the Appendix CESIM or this Appendix NIM.

2.3 Each Party is responsible for the facilities to its side of the **negotiated** POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and AT&T-OHIO.

2.4 Types of Points of Interconnection

2.4.1 A "Tandem Serving Area" or "TSA" is an AT&T-OHIO area defined by the sum of all local calling areas served by AT&T-OHIO End Offices that subtend an AT&T-OHIO tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG.

2.4.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within AT&T-OHIO's network in the LATA where CLEC Offers Service.

2.4.3 A "Single POI" is a single Point of Interconnection within a LATA on AT&T-OHIO's network that is established to interconnect AT&T-OHIO's network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic.

2.4.4 The Parties agree that CLEC has the right to choose a Single POI or multiple POIs.

2.4.5 When CLEC has established a Single POI (or multiple POIs) in a LATA, CLEC agrees to establish an additional POI:

(i) at an AT&T-OHIO TSA separate from the existing POI arrangement when traffic through the existing POI arrangement to that AT&T-OHIO TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or

(ii) at an AT&T-OHIO End Office in a local calling area not served by an AT&T-OHIO tandem for Section 251(b)(5)/IntraLATA Toll Traffic when traffic through the existing POI arrangement to that local calling area exceeds twenty-four (24) DS1s at peak over three (3) consecutive months.

2.4.6 The additional POI(s) will be established within 90 days of notification that the threshold has been met.

2.5 Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.6 CLEC is solely responsible for the facilities that carry OS/DA, Mass Calling and Meet Point Trunk Groups as specified in Appendix ITR.

2.7 Technical Interfaces

2.7.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.7.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, AT&T-OHIO will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.

2.7.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the Parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION

3.1 Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-OHIO Tandem or End Office building and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Collocation.

3.2 Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to a AT&T-OHIO Tandem or End Office building and wishes for AT&T-OHIO to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3 Fiber Meet Point

3.3.1 Fiber Meet Point between AT&T-OHIO and CLEC can occur at any mutually agreeable and technically feasible point at an AT&T-OHIO Tandem, *or* End Office building *or other mutually agreeable meet point between the Parties' networks* within each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T MIDWEST REGION 5-STATE, AT&T CONNECTICUT, and AT&T-2STATE).

3.3.1.1 When CLEC requests to interconnect at a Fiber Meet Point, CLEC and AT&T-OHIO will jointly provision the facilities that connect the two Parties' networks. AT&T-OHIO will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Each Party

will provide fifty percent (50%) of the facilities to the Fiber Meet Point. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a Fiber Meet Point, each Party will be financially responsible for the facilities on its side of the Fiber Meet Point and will not bill the other Party for any portion of those facilities. Intentionally Omitted

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only Local Interconnection Trunk Groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 In addition to the semi-annual trunk forecast process, discussed in Appendix ITR, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the Local Interconnection Trunk Group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or AT&T-OHIO designated) manhole at the AT&T-OHIO Tandem or End Office building. AT&T-OHIO shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of Fiber cable for AT&T-OHIO to pull through to the AT&T-OHIO cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. AT&T-OHIO shall take the fiber from the manhole and terminate it inside AT&T-OHIO's office at the cable vault at AT&T-OHIO's expense. In this case the POI shall be at the AT&T-OHIO designated manhole location.

3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.9 CLEC and AT&T-OHIO will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in section 4 of this document.

3.4 Other Interconnection Methods

3.4.1 The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. RESPONSIBILITIES OF THE PARTIES

4.1 ***Intentionally Omitted.*** **For each local interconnection within an AT&T-OHIO area, CLEC shall provide written notice to AT&T-OHIO of the need to establish interconnection in each local exchange area (AT&T SOUTHWEST REGION 5-STATE) or LATA (AT&T-2STATE, AT&T CONNECTICUT and AT&T MIDWEST REGION 5-STATE). CLEC shall provide all applicable network**

Information on forms acceptable to AT&T-OHIO (as set forth in AT&T's CLEC Handbook, published on the CLEC website).

4.2 Upon receipt of CLEC's notice to interconnect, tThe Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

4.3 Either Party may add or remove additional switches. The Parties shall provide 120 *30* days written notice to establish such *additional* Interconnection *arrangements or re-arrangements of existing interconnections*; and the terms and conditions of this Agreement will apply to such Interconnection.

4.4 The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on their side of the POI.

REQUEST: Please identify and provide a copy of any FCC orders that support AT&T's response to Interrogatory No. 40.

RESPONSE: AT&T Florida has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please identify and provide a copy of any documents that support AT&T's response to Interrogatory No. 41.

RESPONSE: AT&T Florida has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please identify and provide a copy of any documents that support AT&T's response to Interrogatory No. 43.

RESPONSE: See AT&T Florida's response to Item No. 9 of Staff's 2nd Request for Production of Documents.

RESPONSE PROVIDED BY: Mark Neinast

Respectfully submitted this 9th day of June, 2008.

AT&T FLORIDA

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DOCUMENTS REQUESTED

REQUEST: Please provide any documents that support AT&T's response to Interrogatory No. 73.

RESPONSE: The only document responsive to this request is the Telecommunications Act itself. In responding to Interrogatory No. 73, Ms. Pellerin also referenced AT&T's response to Interrogatory No. 52, in which she provided relevant quotes from the Act.

RESPONSE PROVIDED BY: P.H. Pellerin

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 87.

RESPONSE: AT&T has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 88.

RESPONSE: AT&T has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 90.

RESPONSE: AT&T has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 91.

RESPONSE: Documents responsive to this request are available at the FCC's public website; however, AT&T will provide Staff copies upon request.

The responsive documents include:

- First Report and Order, CC Docket No. 96-98, Released August 8, 1996
- Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket No. 01-338, Released August 21, 2003
- Order on Remand, WC Docket No. 04-313, Released February 4, 2005

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 92.

RESPONSE: AT&T has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 93.

RESPONSE: AT&T has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any FCC orders that support AT&T's response to Interrogatory No. 94.

RESPONSE: AT&T has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 95.

RESPONSE: AT&T has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 96.

RESPONSE: Please see AT&T's response to Item No. 20.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 97.

RESPONSE: AT&T has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please identify and provide a copy of any documents that support AT&T's response to Interrogatory No. 98.

RESPONSE: AT&T has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 99.

RESPONSE: AT&T has no documents responsive to this request.

RESPONSE PROVIDED BY: Mark Neinast

REQUEST: Please provide a copy of any documents that support AT&T's response to Interrogatory No. 101.

RESPONSE: Please see the attached document taken from ATIS website, "About ATIS" at URL: http://www.atis.org/about.shtml.

RESPONSE PROVIDED BY: Mark Neinast

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 7
COMPANY FPSC Staff
WITNESS Conf-1
DATE 07/10/08

EXHIBIT NO. 7

DOCKET NO.: 070736-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: **PROPRIETARY EXHIBIT** - Responses to Staff's First Request for Production of Documents from AT&T, Item No. 1.

PROFFERING PARTY: Staff

I.D. # CONF-1

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 8
COMPANY FPSC Staff
WITNESS Conf-2
DATE 07/10/08

EXHIBIT NO. 8

DOCKET NO.: 070736-TP

WITNESS: n/a

PARTY: Staff

DESCRIPTION: **PROPRIETARY EXHIBIT** – Response to Item No. 88 of Staff's Third Set of Interrogatories from AT&T.

PROFFERING PARTY: Staff

I.D. # CONF-2

EXHIBIT NO. 9

DOCKET NO.: 070736-TP

WITNESS: Mark Neinast

PARTY: AT&T

DESCRIPTION: Transcript and errata, if any, from the deposition of AT&T witness Mark Neinast

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 9
COMPANY FL PSC Staff
WITNESS Mark Neinast (Depo-1)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # DEPO-1

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

In the Matter of:

PETITION BY INTRADO COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION AND RELATED ARRANGEMENTS WITH BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA, PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND SECTIONS 120.80(13), 120.57(1), 364.15, 364.16, 364.161, AND 364.162, F.S., AND RULE 28-106.201, F.A.C.
_____/



TELEPHONIC
DEPOSITION OF: MARK NEINAST

TAKEN AT THE
INSTANCE OF: The Staff of the Florida Public Service Commission

PLACE: Room 380D
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida

DATE: Tuesday, June 24, 2008

REPORTED BY: JANE FAUROT, RPR
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EXHIBITS

NUMBER:	ID.	ADMTD

(No exhibits.)

PROCEEDINGS

MS. TAN: And do we want to go ahead and lead right into Mr. Neinast?

MR. CARVER: He is available, so if you want to, that's fine.

MS. TAN: I'm comfortable with that.

Intrado, are you comfortable with that?

MS. KISER: Yes, we are ready to proceed. Thank you.

MS. TAN: Okay, hold on one moment. (Pause.)

And if I'm remembering correctly, we have already sworn in the witness. So, AT&T, can you state for the record that your witness has been administered the oath by a Notary Public at the beginning of this proceeding?

MR. CARVER: Yes, that's correct.

MS. TAN: Okay. And, once again, I'm going to ask everyone to agree to the stipulation that I will read into the record, it is that the stipulation that was sent to you by e-mail. Does Intrado or AT&T have an issue with this, the usual stipulations?

MR. CARVER: We have no objection to any of them.

MS. TAN: Intrado?

MS. KISER: No objection.

MS. TAN: Okay. I will now read it into the record.

It is stipulated that this deposition was taken pursuant to notice in accordance with applicable Florida Rules

of Civil Procedure; that counsel present stipulate that the witness is the person he identified himself as; that objections except as to the form of the question are reserved until hearing in this cause; and that reading and signing was not waived. It is also stipulated that any off-the-record conversations are with the consent of the deponent.

Thank you very much.

DIRECT EXAMINATION

BY MS. TAN:

Q Good afternoon, Mr. Neinast.

A Good afternoon.

Q My name is Lee Eng Tan, and I am an attorney with the Commission, and I will be taking your deposition today.

A Okay.

Q Have you ever appeared before this Commission before?

A No, I have not.

Q Okay. Well, in this deposition I will ask you questions and your answers will be recorded by Ms. Faurot, who is the court reporter here with us today. You will understand that you need to speak up and give oral answers that are clear.

A Okay.

Q And it is also very important that you understand the questions and give accurate answers. So if I ask you a question that you don't understand for any reason, please ask me to rephrase the question. Is that okay?

A That's fine, thank you.

Q Excellent. And, where possible, I would also request that you provide first a yes or no answer and then explain where necessary.

A Okay.

Q Let's go ahead and begin.

Would you please tell us your name?

A My name is Mark Neinast.

Q And who are you employed by?

A I am employed by AT&T.

Q And what is your current job title?

A Area Manager, Regulatory Relations.

Q And could you please give us a description of your job?

A I support the AT&T network in matters of interconnection, regulatory matters, arbitrations, disputes, negotiations with other carriers for the purposes of interconnection, and I support 911 services for AT&T ILEC organizations.

Q And how long have you held this position?

A For almost five years. It will be five years in October.

Q Excellent. Thank you very much. These next questions concern Issue 4 and its subparts. I'd like you to refer to Intrado's response to staff's Second Set of

Interrogatories Number 45. And go ahead and find that.

Are you there?

A I'm almost there. I'm trying to find it now.

Q Okay. No problem. And Number 45 is on Page 5.

A Bear with me just a minute. I thought I had a printout of it. Hold on one second.

Q No problem.

(Pause.)

A Item Number 45, you said?

Q That is correct. It is on Page 5.

A I'm there.

Q Okay. Intrado begins its response by asserting that it is in the public interest to require a minimum of 2 POIs for the mutual exchange of traffic between 911 networks. Intrado further asserts that this requirement is consistent with the 911 network recommendations of the FCC chartered Network Interoperability and Reliability Council's best practice. Can public interest play a role in Section 251(c) arbitrations?

A Well, you know, I mean, I think that can be partly a legal question, but I will speak from it from a network perspective, if that's okay.

Q And that would be perfect. Thank you very much.

A Thank you. I believe that in the interest of the public that a state commission has a duty to protect the public interest in that regard, and I think that certainly in the

regard of 911 emergency services traffic, I believe that these interests are best reviewed by this Commission to say, you know, what is pertinent or not.

You know, and I'm not the policy witness where Ms. Pellerin was speaking to the interest in Issue 1, whether it's a 251(c) agreement or not. But setting that aside, you know, the AT&T negotiations that we had looking at a 251 agreement, in normal CLEC traffic we do not dictate where the POIs are, how the POIs should be, how many, and so forth.

But in the 911 arena, I think it is probably a wise decision to have multiple POIs. Even though the AT&T language does not require it, I think it is very important to recognize that. So that's a long answer, but I think the answer is, yes, we agree that the Commission has a duty to do something in this regard.

Did I answer the question?

Q Yes.

Do you believe that POIs are under 251(c), or multiple POIs are under 251(c)?

A I think, generally speaking, you know, and speaking from an ILEC perspective, I think from an ILEC, typically an ILEC would prefer to have multiple POIs regardless of whether it was 911 traffic or not. Because with a single POI, there is a disproportionate cost shifting to an ILEC to have a single POI even in local exchange traffic. So I think that the

inference would be that multiple POIs creates a better distribution of traffic regardless of whether it is 911 traffic or not. Certainly for 911 traffic, and the diversity and redundancy aspect becomes a lot more critical, whereas I think even in my testimony, I forget what page, but I refer to a single point of interconnection is also a single point of failure. So even though you can aggregate traffic into a single POI and gain some economies, I think with 911 traffic the economy is lost if all the traffic fails.

Q Okay. Is requiring a minimum of two POIs for the mutual exchange of traffic between 911 networks an appropriate determination in a 251(c) arbitration?

A I think so. At least that's what AT&T recommends, and AT&T has recommended to Intrado that one of the issues is that the selected router location, which is the existing point of interconnection for all carriers that are utilizing the AT&T 911 service that's existing today, that should at least be the first POI. And then if Intrado is going to become the 911 provider, then a second POI should be established somewhere else on the network to create that redundancy between AT&T and Intrado.

Q Is AT&T's selective router part of the PSTN?

A Yes, it is.

Q And on Number 45, can you go down to the second paragraph and the second sentence?

A Yes.

Q Okay. Is Intrado correct when it asserts that the current AT&T interconnection agreement makes no provision for multiple POIs for 911 interconnection? And can you explain that, please.

A Okay. It does not make provisions to require Intrado to provide multiple POIs; however, the recommendation is that they should have multiple POIs, and there is no provision in there that disallows them from establishing multiple POIs. So the language is actually fairly silent to the concept of multiple POIs. Knowing what Intrado knows about 911 services, and as they quoted earlier with the ECIF (phonetic) practices and that, there should be a multiple POI arrangement in every interconnection that Intrado establishes if they are going to have a reliable 911 service. And the conversations that we have had with Intrado in negotiations, even though the language doesn't require it, the inference is there. And there is certainly nothing there to prevent them from that.

Q Okay. Is there a particular type of proceeding or agreement that is best suited to handle issues of network diversity?

A The NRIC has a series of best practices, and within those best practices there is a series of different ones and they range anywhere from having logical diversity to physical diversity, dual tandems, and so forth. Each one of those items

has different expense factors. And so I think when a company such as AT&T or any company, for that matter, implements those best practices they have to take into consideration the economics of it.

You know, I will give you an example. I will give you two examples, and it may help make sense. You have a metropolitan area, and within that major metropolitan area there is a large investment of fiber facilities where AT&T would utilize SONET rings and all types of backup capabilities. That is certainly economically feasible and it is done in every case.

However, in a rural area where you may have one single cable that runs between offices to a far end of the LATA, for example, there may not be any physical diversity. And in that case you would apply logical diversity where you may have different T-1 systems so that the trunks that were used for 911, if one electronic component were to fail, the entire system would not fail. However, if a backhoe operator were to cut the cable there would be a failure in that case. And those are two examples of one logical and the other physical diversity. And AT&T implements as much diversity as economically possible in all cases.

Q Okay. Let's go ahead and turn the page to Page 6, and look at Intrado's response to staff's Second Set of Interrogatories Number 46.

A Okay.

Q Go ahead and take a look at that and tell us if the response is accurate, and, if not, what is inaccurate?

A Are you referring to Item A, or B, or both?

Q Both.

A Just my first read of it now, it seems to be fairly accurate.

Q Okay. That's excellent; thank you very much.

Why don't we go ahead and turn to the next page, Page 7, and refer to Intrado's response to Number 47(b). And let me know when you are ready to talk about that.

A Okay. I'm ready when you are.

Q All right. Is Intrado correct when it asserts that a second stage of switching more than doubles the potential points of failure?

A No, absolutely not.

Q Why not?

A Well, they are assuming that a switch call path to another switch has a double chance of failure, which is not the case. In fact, most calls that are placed today involve multiple switches. A call from, say, Miami to New York City may involve half a dozen switches to complete the call, and there is certainly a low risk that that call will not complete to New York City. So what Mr. Hicks is introducing with this concept is that if a call has to be passed to another switch,

there is a drastic rate of failure because now we have to introduce another switch, and that is just simply not the case.

In fact, this is teeing up the class marking issue, and the class marking issue is they are trying to prove out the fact that if we use a selective router to process a 911 call then there's going to be high errors. In fact, that is just not the case. There are not high errors today. The system is one of the best systems that has been implemented to date, and we do not have just a rash of misrouted calls, and call failures, and people dying because they can't get through to 911. It's just not true.

Q Excellent. Thank you.

I'd like you to turn the page, and refer to Intrado's response to Staff's Second Set of Interrogatories Number 48. If you could take a look at that and let me know when you are ready.

A Okay, I'm ready.

Q Overall is this response accurate?

A I think it's accurate to the best I can tell without -- I mean, I read it for conceptual reading versus total accuracy. Let me read it just a little bit closer.

Q Okay.

A Yes, ma'am, I would say it is accurate.

Q Okay. Thank you very much. If you would turn to the next page, and if you could go ahead and familiarize yourself

with Intrado's Response to Number 49. And go ahead and let me know when you are ready.

A Okay. I'm ready.

Q Okay. Thank you. Is Intrado correct when it asserts that AT&T's 911 infrastructure is very switch centric because it is designed to reduce transport costs?

A Well, not exactly, no. AT&T uses quite a few more switches than, say, a CLEC or a VoIP provider, but you have to look at the actual use of the network and the customer base, and there are a lot of factors that go into it. If you look at a switch, a typical switch would have a certain amount of ports that can provide service to customers. And just like a shelf of inventory, if you will, once you exhaust the number of ports then you have to add more. So if you have a CLEC that has, you know, maybe they serve large business customers as there business model, and so they have a switch that serves -- one switch serves the state of Florida, and they have interconnections in different points of the state, but not necessarily all points of the state. They can run a very efficient switch and maybe even only have 20 customers.

However, if they were to provide residential service off of that same switch, that switch would become exhausted in a very short time frame, and then they would have to add another switch, and then another switch. And before you know it, they would be called switch centric as Mr. Hicks is

alluding to with AT&T.

We have a lot of -- we provide a lot of services to a lot of customers and each of those customers requires a switch port. And so, therefore, we distribute the switches closer to the customer base rather than having one centralized location, and they require shorter facilities because they are closer to the customer. So it's not exactly the way he depicted.

Q Thank you.

Is Intrado correct when it asserts that limiting the POI for interconnection for the purposes of E911 service competition to the incumbent's legacy 911 infrastructure will do nothing to offer more redundancy and flexibility?

A Can you repeat the question again, please. I'm sorry.

Q Sure.

Is Intrado correct when it asserts that limiting the POI for interconnection for the purposes of E911 service competition to the incumbent's legacy 911 infrastructure will do nothing to offer more redundancy and flexibility? It's the last sentence of the second paragraph.

A Yes. You know, I'm not exactly sure where he's trying to go with this, because the negotiations and everything that we have been dealing with to date has been for the sole purpose of 911 infrastructure. So is he saying that limiting the POI to the traffic that they want to, you know, pass

between us will do nothing, I don't know. It's a weird question. I mean, they are only negotiating 911 service to date. And so if we limit it to just that 911, if they take away the 911 service, then what else is there? That's where I guess I'm confused. Do you see what I'm saying?

Q Okay, that's fine.

A You know, limiting the POI for the purpose of what the POI was designed for to me doesn't make sense.

Q Okay, thank you. Let's go ahead and move on to Number 50. And go ahead and take a look at that and then let me know when you are ready.

A Okay, I'm ready.

Q Is Intrado correct when it asserts that meet point arrangements currently used by adjacent ILECs must be made available to competitive entrants?

A I haven't read that paragraph of the local competition order there. My understanding of reading Mr. Hick's testimony and the midspan meet that they are seeking is that the comparison is that the midspan between two ILECs is the halfway point between the two networks. And taken to the next step, I understand Intrado's network is in Colorado. So, therefore, the jump that I think he is asking us to take, that leap is that is it between Florida and Colorado to find that midspan meet point? I don't know. I don't think that that is required by AT&T to interconnect outside of their network.

Q Thank you. Go ahead and turn or refer to the lower part of the page in their response to Number 51.

A Okay.

Q Is Intrado correct when it asserts that when an ILEC chooses to sort 911 traffic destined for a competitive provider's selective routing system, like Intrado, using a second central office or tandem supports the principles of dedicated trunking and diversity -- hold on one moment, please.

(Pause.)

Q (Continuing) All right. Let me go ahead and repeat that.

A Certainly.

Q Is Intrado correct when it asserts that when an ILEC chooses to sort 911 traffic destined for a competitive provider selective routing system, like Intrado, using a second central office where such sorting does not constitute selective routing, is that correct?

A You know, I'm not exactly -- I don't know that that is necessarily correct based on just that one statement, because I think it has to be taken into context. I think Mr. Hicks is teeing up an issue with the class marking. In other words, if you have -- and this what is we told Mr. Hicks in negotiations: If you have an AT&T end office switch that is not split between PSAPs, AT&T intends to have a direct interconnection to Intrado's selective router and will not

select -- there is no need for AT&T to send that call to a selective router for any kind of sorting whatsoever. Do you see what I'm saying? So if the AT&T end office is wholly in the PSAP territory being served by Intrado, AT&T will not send that call through its selective router.

Q And does that have any potential impact on a customer dialing 911?

A Not at all, providing that Intrado routes the call to the correct PSAP.

Q Okay. Do you have a copy of Intrado's amended prehearing statement available?

A I believe so. I do.

Q If you could turn to Page 10, Issue 4(a).

A Okay.

Q Is Intrado proposing a physical interconnection arrangement that is similar to that used by ILECs today?

A With their midspan meet language, yes. They are proposing, similar to what I described awhile ago, where they would have a 50/50 arrangement with AT&T at a midspan meet point between the networks. Which it is, again, AT&T's position that that is outside of AT&T's network and should not be allowed. You know, we feel at least that that falls under the realm of 251(c) that Intrado should interconnect within AT&T's network.

Q Okay. Under Section 251(c) rules, does AT&T have the

right to tell Intrado it must interconnect at AT&T's selective router?

A I think in a normal situation, no. I think that this question almost gets back to the earlier concern as to whether the Commission should review this 911 traffic differently than local exchange and access traffic. And to the regard that this 911 traffic has a higher standard or criteria of network reliability and diversity, I think that that should be taken into consideration.

And, in fact, if you look at the network architecture that is in place today, not even just AT&T, but a lot of carriers that utilize the AT&T 911 service today have established diverse and redundant facilities to that selective router. And, therefore, to put that POI at any other location would force AT&T and any other carrier that had those diverse facilities to reroute the facilities to a new POI that would be served by Intrado to serve those PSAPs. And, therefore, the expenses would be incurred not just by AT&T, but by any carrier that had established that POI with the concept of diversity to that POI.

So I would say that from a network perspective and for reliability purposes that selective router location has an embedded level of redundancy and diversity that has been established been over the years through the recommendations of the NRIC and some of the FCC rules and orders. In fact, the

FCC recently issued an order to verify -- have every carrier verify their facilities for diversity and redundancy. And if we were to move that, then I think that would undermine some of the post-Katrina work that has gone on.

So I have got a large concern just beyond -- you know, with a normal 251(c), I would say the answer is, no, we shouldn't dictate. We would prefer it to be in an access tandem, because that has the highest level of facility availability; but in this case I think the select router location serves the industry and the public to have that diversity that is already built in.

Q Thank you.

If the Commission determines that AT&T's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A If the AT&T language is accepted?

Q Yes, that is correct.

A I think that the consumer would continue to have a high degree of accuracy of 911 service and dependable 911 service.

Q And, conversely, if the Commission determines that Intrado's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A You know, I think initially, I think there could be

impacts to the general public, because anytime you move these circuits there is always the risk of human error in the rearrangement of circuits. And I think during that transitional period the rearrangement of those circuits has an impact, a potential impact for service degradation.

Eventually, if all of the diversity is built into a POI at a different location, you know, barring the fact that it is expensive and probably not the best use of resources, I think ultimately you could rebuild and get that diversity back at some other location. I'm just not sure that it is a good decision to do just based on it works now and it works well. I don't understand why it would be good.

Q Okay. My next set of questions concern Issue 7(a).

So does AT&T have terms and conditions that address separate implementation activities in other interconnection agreements?

A Okay. Yes. I didn't want to go from memory. Yes. In fact, we have got an appendix, the 911 amendment appendix has two paragraphs, I believe it is 2.1 and 2.3 that has disputed language. And the intention of the language that AT&T proposes in 2.1 is to provide for additional POIs or interconnections that Intrado may choose to implement. And then the language in 2.3, I believe it is, would allow for the addition of or even changing of switches, which there are two different levels of network rearrangements. One is for

facilities, the other is for a full-blown switch. And it looks to me that Intrado has tried to alter the Section 2.3 to accomplish what AT&T proposed to do in Section 2.1. And then in the meanwhile, they changed the 120-day notification interval to 30 days, which is certainly not enough time to implement a new switch.

Q Thank you. Can you please turn to your rebuttal testimony?

A Which page, please?

Q If you can look to Page 14, Lines 21 through 23.

A Page 14, 21 through 23?

Q That is correct.

A Okay.

Q Can you please explain how service outages might occur under Intrado's proposed language?

A Okay. In Section 5.3 where AT&T is requesting the 120-day notification interval, it has been my experience that when people come and try to rush that type of work, there's a very high chance of error, because people didn't have time to plan their work properly. And I have seen many of those projects not do real well when they try to rush them like that.

Typically, when you replace a switch or add a switch, there is a lot of testing that has to be performed. And if it is a switch replacement, they basically have to duplicate every aspect of the service from the old switch to the new switch.

So AT&T just does not believe that 30 days is an adequate amount of time to prepare for such a project.

Q Thank you.

Can you return to Intrado's responses to Staff's Interrogatories Number 56, and that would be Page 14, I believe.

A Okay, I'm there.

Q Okay. Does AT&T agree that the arrangements should be delineated in this agreement, not left to a later date and further negotiations?

A Just a moment, please.

Q Take your time.

A I don't believe that Mr. Hicks is correct in his depiction of this that these interconnections are being delineated to another date. In other words, the language is clear in Section 5.1 that says that they would establish another interconnection and then they would negotiate the terms of those separate interconnections. Basically, all it's really saying is that if a POI is going to be established at a new location, then the two parties' network engineers would meet to discuss where and how it's going to be done, and then they would issue orders. And the normal order interval is around 20 days, and there are established procedures on that. So I don't think it would require an interconnection agreement arbitration or negotiations team to establish a new trunk group

or a new facility to a different office. That's all that Section 5.1 is trying accomplish is that, you know, fill out the correct form so that we know which is Office A, which is Office Z, and we know where to tie the two points down.

Q Okay, thank you. If the Commission determines that AT&T's proposal for this issue is an appropriate one, what impact, if any, would it have on the ability of the consumer to reach 911?

A I'm sorry, can you repeat your question, please?

Q Sure. If the Commission determines that AT&T's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of the consumer to reach 911?

A I think that the consumer would have a very -- would continue to have a very high chance of reaching 911 following AT&T's proposal.

Q And, conversely, if the Commission determines that Intrado's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of the consumer to reach 911?

A I think that Intrado's language, given the way it is laid out, could have a very negative impact on 911 service to our consumers.

Q Why or how?

A Well, for the reason I gave earlier, but I'll

reiterate them. If Intrado -- they start out, and I saw somewhere where they have three switches or servers that they are going to implement within their network, and as their network grows and they have to add a fourth, or a fifth, and maybe even redistribute the traffic load, and they give us 30-days notice for such activity, 30-days notice is not very much time to prepare for such a large undertaking.

And if they are going to rush it through, because the agreement says they only have to give 30 days, then I think that that is not enough time to prepare for such a large project. And errors can be made if the project is not well coordinated, communicated, and executed.

Q Thank you. My next set of questions I have concern Issue 8(a), and I would like for you to refer to your rebuttal testimony on Page 15. And if you could look at Lines 8 through 14.

A Okay.

Q And then just let me know when you are ready.

A I'm ready.

Q Are there any disputes other than the ones mentioned in this section of your testimony?

A For Section 8(a)? No. That is the only language in 8A that is under dispute right now.

Q Okay. And can you please define for me what a steering table is?

A A steering table is -- in the use of the ALI database, a steering table is a table that's used to take the ANI digits and to create the lookup to determine what is the first two inferences. Actually, there is a selective router database that uses its ALI database to determine which PSAP to route the calls to. And in the second iteration it uses the ALI database to determine what is the street address to send that street address to the PSAP for their use in dispatching emergency services. And that's that use of a steering table. There is also steering tables within a switch to steer a call, and that is also called switched translations.

Q Okay. Is a steering table used by AT&T alone when AT&T is the designated 911/E911 service provider?

A Yes. Whoever is the service provider would be the one using those steering tables.

Q And when AT&T is the designated 911/E911 service provider, would Intrado ever need to have access to the steering table?

A I can't find a reason to have that information shared. In fact, for each carrier that builds their steering tables, I have never heard of anyone sharing their network information with other carriers. It is typically considered proprietary information on how they build those software tables.

Q Okay. Can you please explain to me what is meant by

the term proprietary?

A You know, not being an attorney, using my lay interpretation, it would mean that it is private information that is not shared outside of a company except for certain circumstances where maybe -- and I'm trying to think of the word. I've drawn a blank, I'm sorry -- where they would sign some kind of nonconfidential agreement or something. It is basically private information for either competitive reasons or other things.

Q Okay, thank you.

If the Commission determines that AT&T's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A I'm not sure how impacting it is that the consumer reach 911 or not. I feel, though, that from a corporate perspective for AT&T to be forced to share confidential information with another carrier, I think it would have some competitive impact. In other words, if Intrado does not know how to build these tables, and it is wanting to compete with AT&T, who does know how to build those tables, you know, I don't know that AT&T has an obligation to build those tables for Intrado in order to compete with AT&T, if that makes sense.

Q So if the Commission determines that Intrado's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability for the consumer

to reach 911?

A I don't know the answer to that question.

Q Okay. How is inter-selective routing transfer currently handled by AT&T?

A Today, if a PSAP approaches AT&T and requests to have inter-PSAP traffic, then we would sit with the PSAP and -- actually we would have to work with both PSAPs to find out what kind of variables need to be translated into the network to accomplish that task.

There's not as many of these PSAPs that want to transfer calls to other PSAPs as Intrado would allude to. There is just not that much of it out there. A lot of PSAPs don't want the calls from other PSAPs, and so you have to get the commitment from the PSAP that is going to receive the calls first that they even want them. So provided that you have those two PSAPs that agree that they want to exchange the traffic, then we would have to get all the parties together to determine how best to do it.

Q Can you describe the differences between the way E911 trunking and traffic routing arrangements are currently handled by AT&T and the Intrado Intelligent Emergency Network?

A From a practical standpoint, the routing of the traffic will perform in a very similar manner. In other words, a call today comes in from -- the originator originates the 911 call -- let me start over -- and the ANI digits are sent to the

selective router which does a database correlation to determine which PSAP to route to, and then the PSAP is handed the call.

So Intrado's next generation switch will not route the traffic any different than what AT&T's selective router does today. It's technologically neutral at that point. The main difference between what the next generation switch will provide is further down the road. Once a PSAP purchases CPE, the customer provided equipment, then at that point that equipment can utilize either data or video downloads on the back side of the call. The originating 911 customer is not going to be sending any of that traffic whether it uses Intrado's switch or AT&T's switch. So it's really on the back side from the 911 PSAP to maybe an emergency services person at the scene of an accident, for example.

Q Thank you. What, if any, network additions, rearrangements, or changes would AT&T have to implement to meet the desired interconnection arrangements proposed by Intrado?

A That is a very broad question. When we ask that question are we talking about to meet what Intrado is asking of AT&T? Because in order to do that, would that mean AT&T would implement class marking, would move its POI to another location? I'm not exactly sure how broad that question is.

Q I think what we are talking about is in terms of facilities, equipment, personnel. I mean, how significant would the changes be in order to accomplish that

interconnection arrangement?

A And I guess I'm just not sure I understand. If we implemented the architecture as AT&T proposes it where we can utilize a selective router location for at least one of the POIs, I understand that there will be multiple POIs, but let's say that there are two POIs in each LATA and one of those POIs being a selective router, then I think there would be significant resources to establish a second POI and install that diversity required that each of those POIs would require.

Then I think the actual service would have to be tested. Once it's installed, the order of events would be the facilities, then the trucking, then test, and then it would take quite awhile to perform all the tests. And then once you were satisfied that the tests were going to work, then they would rehome (phonetic) traffic. It would take a significant amount of resources to implement.

Q So would AT&T have to implement line attribute routing?

A If line attribute -- see, I assumed that there was no line attribute routing. If line attribute routing, it may take -- time-wise it make take a year or two to implement such a project as that, it is so huge and massive. And to date nobody has done that. You know, I hear in Intrado's testimony they refer to CLECs. A CLEC that implements a single switch that may have a single customer in a given calling area is not

the same as a legacy ILEC who has millions of customers, has economies of scale and mechanization. It would be very monumental and very prone to errors. I don't know what it would take. It would be a very large undertaking.

Q Okay. And can you tell me where does AT&T currently stand with next generation 911 provisioning capabilities in the State of Florida?

A We have been reviewing it, looking at it, and we are not yet at the stage of implementing anything. Right now we are involved with next generation technologies, but more on a consumer business side. I think our feel at this moment in time is that the reliability aspects need to mature a little bit more before it is implemented, and there are certain groups that want next generation technology, certain businesses and residences.

It is kind of like cellular, it was implemented in phases. And I think that the phases that next generation is going through, it will take some time before AT&T is actually in a position to implement a 911 network. Today we don't have a product that we are looking at implementing. We're working with the standards bodies and doing tests.

Q Hold on one second. Can you please turn to Mr. Hicks' rebuttal testimony at Page 15?

A Page 15. I'm there.

Q Here the witness discusses using the term designated

versus primary to address the party that has been chosen by the PSAP to be the provider of 911. And Ms. Pellerin suggested that you would be the best person to answer this question.

A Okay. The term designated is just a term that -- and I'm trying to read Mr. Hicks' question right now. Designated does mean who the PSAP has selected to be their 911 service provider. That is how -- AT&T would agree with that. That is the term designated.

In fact, the term primary and secondary is used to determine in the event that AT&T has a split wire center, which carrier would be the primary selective router or the secondary selective router based on the number of access lines served by the PSAP from that AT&T end office.

Q Has this been an active discussion between the parties as to which term to use?

A It was earlier on, but we came to an agreement, I think several months ago, that the term designated would refer to the carrier providing the 911 service for a given PSAP, and that primary and secondary would be used to determine in the split wire center which carrier would be the primary selective router or the secondary.

MS. TAN: Thank you. Mr. Neinast, staff has no further questions. At this time I think we can hand it over to Intrado for their questions.

MS. KISER: Okay. Could I just have a minute here?

MR. CARVER: Yes. Actually, we would like to take about five, if that is okay?

MS. TAN: That's fine. Let's go ahead and take five minutes. We will come back on at 3:50.

MS. KISER: All right. Thank you.

MS. TAN: 2:50.

(Recess.)

MR. CARVER: Okay. We are back.

MS. KISER: Intrado Communications has no questions for Mr. Neinast. Thank you.

MR. CARVER: I have one question on redirect.

CROSS EXAMINATION

BY MR. CARVER:

Q Mr. Neinast, in response to a question from Ms. Tan, I believe the question was whether the selective router was part of the PSTN, and you answered yes. Is that correct?

A That's correct.

Q Could you elaborate on that answer as to specifically how the selective router relates to the PSTN?

A Okay. The selective router is housed, if you will, within a Class 5 switch. It's actually a separate network that is built out. It uses the same switch, but it is actually separate translation, separate trunking, and it's considered a separate network for purposes of 911 routing.

MR. CARVER: Thank you. That's all I have.

MS. TAN: Okay. I believe we have your e-mail addresses. Does everybody wish to have these electronically, also?

MR. CARVER: Yes, please.

MS. KISER: Intrado Com does, as well. Thank you.

MS. TAN: Okay. I think that that would end this deposition for Mr. Neinast.

Mr. Neinast, thank you very much for participating today.

* * * * * * * * *

ERRATA SHEET

DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

IN RE: DOCKET NO. 070736-TP
NAME: MARK NEINAST
DATE: June 24, 2008

PAGE	LINE	CHANGE

CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF LEON)

I, the undersigned authority, certify that Mark Neinast personally appeared before me at 675 West Peachtree Street, Atlanta, Georgia and was duly sworn by me to tell the truth.

WITNESS my hand and official seal in the City of Atlanta County of Fulton, State of Georgia, this 24th day of June, 2008.

Brenda S. Slaughter

Notary Public

Brenda S. Slaughter
Notary Public, Rockdale County, Georgia
My Commission Expires July 29, 2010

State of

Personally Known _____ OR Produced Identification ✓.

Type of identification produced AT&T Work ID.

BRENDA S. SLAUGHTER NOTARY PUBLIC ROCKDALE COUNTY GEORGIA EXPIRES JULY 29, 2010

STATE OF FLORIDA)
: CERTIFICATE OF REPORTER
COUNTY OF LEON)

I, JANE FAUROT, Official FPSC Commission Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing deposition at the time and place herein stated.

I FURTHER CERTIFY that this transcript, consisting of 35 pages, constitutes a true record of the testimony given by the witness.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 2nd day of July, 2008.

JANE FAUROT, RPR
Chief, Hearing Reporter Services
Office of Commission Clerk
(850) 413-6732

EXHIBIT NO. 10

DOCKET NO.: 070736-TP

WITNESS: Patricia H. Pellerin

PARTY: AT&T

DESCRIPTION: Transcript and errata, if any, from the deposition of AT&T witness Patricia Pellerin

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-T **EXHIBIT** 10
COMPANY FL PSC Staff
WITNESS Patricia Pellerin (Depo-2)
DATE 07/10/08

PROFFERING PARTY: Staff

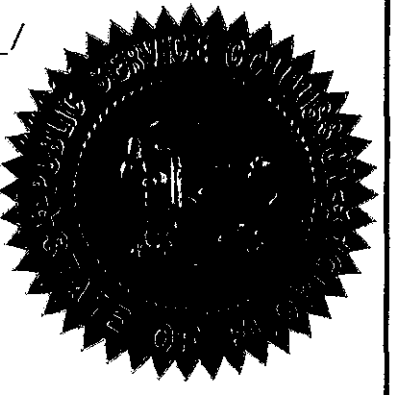
I.D. # DEPO-2

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

In the Matter of:

PETITION BY INTRADO COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION AND RELATED ARRANGEMENTS WITH BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA, PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND SECTIONS 120.80(13), 120.57(1), 364.15, 364.16, 364.161, AND 364.162, F.S., AND RULE 28-106.201, F.A.C.
_____/



TELEPHONIC DEPOSITION OF: PATRICIA H. PELLERIN

TAKEN AT THE INSTANCE OF: The Staff of the Florida Public Service Commission

PLACE: Room 380D
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida

TIME: Commenced at 11:35 a.m.
Concluded at 1:44 p.m.

DATE: Tuesday, June 24, 2008

REPORTED BY: LINDA BOLES, CRR, RPR
JANE FAUROT, RPR
Official FPSC Reporters
(850)413-6734/(850)413-6732

APPEARANCES:

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SUSAN S. MASTERTON, ESQUIRE, Embarq, Mailstop: FLTLHO0102, 1313 Blair Stone Road, Tallahassee, Florida 32301, appearing (via telephone) on behalf of Embarq Florida, Inc.

LEE ENG TAN, ESQUIRE, FPSC General Counsel's Office, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, appearing on behalf of the Commission Staff.

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P R O C E E D I N G S

MS. TAN: First what I'd like to do is the stipulation. Is everyone comfortable with the stipulation being read into the record?

MR. CARVER: AT&T is.

MS. TAN: And Intrado?

MS. KISER: Intrado is. Yes.

MS. TAN: Okay. Excellent. I'm going to go ahead and read the stipulation.

It is stipulated that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that counsel present stipulate that the witness is the person he identified himself as; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived. It is also stipulated that any off-the-record conversations are with the consent of the deponent.

Okay. AT&T, could you please have your Notary Public administer the oath to Ms. Pellerin.

PATRICIA H. PELLERIN

was called as a witness and, after being duly sworn by a notary present with the witness, testified as follows:

EXAMINATION

BY MS. TAN:

Q Okay. Thank you. Good morning, Ms. Pellerin. My

name is Lee Eng Tan. I am an attorney with the Commission and I will be taking your deposition today. Have you ever appeared before the -- have you ever been deposed before in this Commission?

A No.

Q Okay. Well, just to let you know, in this deposition I will ask you questions and your answers will be recorded by Ms. Boles, the court reporter here with us today. You understand that you will need to speak up and to give oral answers that are clear.

A Okay.

Q And today I will be asking you a series of questions. It is very important that you understand the questions and give accurate answers. So if I ask you a question that you don't understand for any reason, please let me know and I will rephrase the question.

A All right.

Q And where possible I would also request that you provide first a yes or no answer and then explain where necessary.

A I understand.

Q Excellent. Please tell us your name.

A Patricia H. Pellerin.

Q And who are you employed by?

A I'm employed by the Southern New England Telephone

Company, which is an affiliate of AT&T.

Q And what is your current job title?

A My title is Associate Director, Wholesale Regulatory Support.

Q And can you please give a description of your job?

A Basically I represent AT&T in various state and judicial proceedings regarding their wholesale products and their pricing with interconnection agreements with competitive local exchange carriers, and I also provide some support for negotiations of those agreements.

Q And how long have you held this position?

A Eight years.

Q Excellent. Okay. As a housekeeping matter, will you be making any changes to your Footnote A in your rebuttal testimony?

A Yes. Yes. I would like to delete the second sentence of that footnote.

MR. CARVER: And just for the record, we're talking about Footnote 8?

BY MS. TAN:

Q Footnote 8 in the rebuttal testimony?

A Yes.

Q Okay. Thank you.

Ms. Pellerin, can you provide a general overview of Issue 1 and what you believe the disputes are between the

parties on this issue and its subparts?

A Okay. There are obviously several, several issues encompassed in that big umbrella issue; the first one being the extent to which Intrado is actually entitled to a Section 251(c) interconnection agreement for the services they intend to offer and what those services are. Our understanding is that they intend to offer only emergency 911 type services and that they are not intending, at least any time in the foreseeable future, to be offering basic local exchange services to end users in the State of Florida.

There's also an issue regarding -- well, let me, let me rephrase that. We believe that what they intend to offer is not subject to Section 251(c). So that is a fundamental issue to be decided in Issue 1.

Then the issue goes on to ask about the pricing for that. And given that we believe that is not appropriate for an agreement, then that would kind of be the end of the story if the Commission found that it was not. To the extent that any of what Intrado intends to offer would be subject to Section 251(c), then the pricing aspect of that issue would come into play. And for the emergency services that we're talking about, we believe that the pricing should be essentially the same between the two parties and not that Intrado could charge us a commercial rate for the same service that we would offer to them at a TELRIC type rate.

Q Thank you. In deciding if a particular interconnection arrangement should be captured in an ICA as opposed to a commercial agreement, what should the Commission consider?

A The Commission needs to consider whether the service that Intrado intends to offer is telephone exchange service or exchange access because that is the criteria that's required for a Section 251(c) interconnection agreement.

Q Okay. So I'd like to refer you to Page 4 of your rebuttal testimony, Lines 20 through 21. So if you could go there. Go ahead and let me know when you're ready. And actually that would be Lines 20 through 21 carrying over to Line 1 on Page 5.

A Could you just read it to me so I'm sure that I'm in the right place, what you're talking about there?

Q Sure. Hold on one second.

Okay. What it says is that, "The FCC uses the term 'communication service,' however that term is not limited to the context of Section 251 of the Act, but also applies, for example, to Section 202 regarding interexchange service."

My question is here you state that it is your understanding as a layperson that a carrier must provide telephone exchange service and/or exchange access to qualify for a Section 251 agreement. Is that correct?

A Yes.

Q And is it your testimony that Intrado's 911 service is not a telephone exchange service?

A Yes.

Q And why is that?

A When you look at the definition of telephone exchange service -- and if you would bear with me for a minute while I pull that up.

Q No problem. Take your time.

A Telephone exchange service -- I thought I had it in front of me. While I'm looking for that, let me give you a little bit of the backdrop in terms of that.

First of all, as a layperson I'm certainly not qualified to represent a legal argument in terms of what is or is not telephone exchange service. And we have placed testimony basically in order to tee up the issue in the arbitration and effectively express AT&T's position, but the legal argument of it is intended to be in our brief. You'll have to bear with me for just another minute here.

Q Actually that's --

A Is that enough?

Q No. Go ahead and continue to answer the question, please.

A Okay. The Act defines telephone exchange service as service that's within a telephone exchange or a connected system of telephone exchanges within an exchange area or a

comparable service where a subscriber can originate and terminate a telecommunications service. 911 service is totally independent of exchange boundaries. It's based on municipal boundaries. And the subscriber of the local exchange service, the end user, has access to 911 as part of that local exchange service. But on the receiving end of that, which is where the PSAP is, there's no ability to originate and terminate service at the PSAP on the 911 network. They're only terminating. They can't pick up the phone and place a telephone call from that 911 PSAP service.

Q Okay. Do you believe AT&T's E911 service offering to be a telephone exchange service?

A No.

Q And why not?

A For the reasons I just described.

Q Okay. Thank you. Is it your testimony that Intrado's 911 service is a telecommunications service?

A I don't know.

MR. CARVER: Do you want to hear the question again?

THE WITNESS: I think she's asking me do I consider Intrado's 911 service to be a telecommunications service.

MR. CARVER: Right.

THE WITNESS: I think parts of it are telecommunications service. I don't know that the service as a total is because I think there's aspects of it that are

information service.

BY MS. TAN:

Q Okay. Can you go ahead and look on Page 5 of your direct testimony, Lines 9 through 13. And here you state that even if Intrado is generally entitled to a Section 251 agreement, that does not mean that each and every item Intrado requests must be made available pursuant to Section 251.

What do you mean by "generally entitled"?

A The fact that Intrado has a certification in the State of Florida to offer local exchange service. So if they were, if they were looking to offer basic local exchange service, then they would be entitled to a Section 251 agreement for that because of that select certification.

Q So if it is determined that Intrado is entitled to a Section 251 agreement, what items has Intrado requested that AT&T believes it has no obligation to make available pursuant to Section 251?

A Well, I talk in my testimony about three scenarios. Scenario one is the situation where AT&T serves the PSAP and Intrado has customers that are calling 911 to AT&T. To the extent that Intrado was offering dial tones as other CLECs do, we have routinely included that in our Section 251 agreements without ever considering whether there was an obligation to include it there. So like we've done with other CLECs, we have agreed to have language in the interconnection agreement for

that.

The second scenario is the situation where AT&T has an end user that's dialing 911 and the PSAP is served by Intrado. We do not believe that is Section 251(c).

And the third scenario is where we have interselective router connections for a connection between PSAPs that are served by, say, one by Intrado and one by AT&T, and we also don't believe that is Section 251(c).

Q Thank you. Are the rates, terms and conditions AT&T is proposing in this proceeding either for an interconnection agreement or a commercial agreement consistent with the rates, terms and conditions that AT&T would offer to other similarly situated competitive providers?

A Yes.

Q And is it correct that you do not believe that the FCC has made any specific pronouncement regarding whether the 911 network is a telecommunications or information service or something else for regulatory purposes?

A That's my understanding.

Q And does AT&T typically include the rates and charges it may pay for interconnection and services to competitive providers in 251(c) interconnection agreements?

A Generally I would say yes. We have the pricing for, for 911 interconnection for that scenario one that I described included in our generic pricing list.

Q Okay. What about in a commercial agreement?

A I suppose it would depend on what was included in that commercial agreement, what the service being offered was. When we are interconnecting with an adjacent ILEC, it's my understanding that neither party charges the other for that interconnection.

Q Okay. Do you believe that the Florida Public Service Commission should evaluate the rates proposed by Intrado Witness Hicks in his rebuttal testimony, TH-8?

A Is TH-8 Intrado's proposed prices for the port connection?

Q That is correct.

A Okay. To the extent that the Commission determines that what Intrado is offering is subject to Section 251(c) and we therefore have to have it in our Section 251(c) interconnection agreement, then I do believe it's appropriate for the Commission to consider the prices that they have proposed.

Q And how should we evaluate those? I mean, is there a standard?

A Well, I think because 911 is different and we are operating more in a co-carrier environment than as competitors at that point that there should be parity with the prices. Now Intrado provided us with that exhibit during negotiations and, as I indicated in my rebuttal testimony I believe, the header

of that document was essentially that it was a commercial agreement, which told me that's their standard commercial rates, not based necessarily on anything to do with, with cost. And they also did not explain to us how those rates would actually be applied. In testimony, Intrado said that those charges were comparable to what AT&T charged for both the port and an entrance facility, and I believe that to the extent that AT&T would not be obtaining entrance facility from Intrado that it's not appropriate to charge us for that.

So I think there's some open questions in terms of what those prices that Intrado has proposed actually mean and what they actually consist of and how they would be applied.

Q Okay. Can you go ahead and take a look at the rebuttal testimony for Intrado's witness Carey Spence-Lenns on Page 10. Do you have that available?

A I have. Just a moment.

Q Okay.

A This is the rebuttal of Carey Spence-Lenns on Page 10?

Q Yes. And beginning on Line 22 and continuing on to Page 11, if you want to take a quick look at that.

A Okay.

Q Here the witness disagrees with your assessment on mutual exchange of traffic. Are Witness Spence-Lenss' assertions accurate?

A I think she, I think she misconstrues it as she's talking about on the top of Page 11 in terms of mutual exchange not needing to be over the same trunks, and I've not taken the position that they would need to be over the same trunks. Certainly carriers have one-way interconnection trunks where they only handle traffic in one direction. The issue is more that the service that they're offering is not capable of mutual exchange of traffic because it cannot originate 911 calls back to us. So you don't have even the capability of traffic going in both directions regardless of the trunk configuration.

Q Okay. Thank you. You know, I'd like to take a look now at Issue 2. Could you please provide a brief overview of this issue and what you believe is in dispute?

A Sure. The basic issue is the underlying template for the interconnection agreement that the parties will ultimately execute. AT&T, prior to the merger with BellSouth, operated in a 13-state region and had a 13-state template interconnection agreement that was specifically crafted and designed for those particular 13 states, which had been comprised of one, two, three, four ILECs that had ultimately come together. And within those, that 13-state agreement there are specific terms and conditions that would apply, for example, only to the southwest region, which had formerly been Southwestern Bell, the technical issues there. There's different technical arrangements in different parts of the 13-state area, and all

of that is accommodated in the 13-state template, including specific regulations that have been set forth in various regions within the 13-state template.

BellSouth operated in the 9-state region with its own interconnection agreement that was designed and crafted specifically for the technical and operational and regulatory and policy environment that they had in the 9-state region.

When we entered negotiations with Intrado, we provided them with a 9-state template for negotiation for the 9-state region for those nine states and we provided them with a 13-state template for interconnection agreements in the 13 states.

There was a limited exchange of red lines of the 9-state agreement and my understanding is virtually nothing on the 13-state agreement. And then when Intrado filed for arbitration, they filed in four states, three 9-state region states and one up in a Ohio in the 13-state region, and simply changed the number 13 to the number 22 from that 13-state template and said, you know what, we like this agreement, this is the one that we want.

Well, that agreement doesn't accommodate all of the issues, the technical and operational and policy issues, in the, in the 9-state region because the 13-state agreement was never contemplated for use there.

So the fundamental issue with Issue 2 is does the

interconnection agreement with Intrado in Florida, is it properly based on a 9-state template that was designed for Florida or a 13-state template that was clearly not designed for Florida?

Q Okay. If you could turn to Page 24 of your direct testimony, and just let me know when you're there.

A I'm there.

Q Okay. You note that the, the 13-state template does not accommodate the particular characteristics present in Florida. Could you please give me some examples of these characteristics?

A Sure. One example that comes to mind is how intercarrier compensation is handled. In the 9-state region the switches don't have the capability of measuring actual usage that can be used for billing terminating calls, so they use factors. And the companies report the factors to each other in terms of how much is local and how much is, is toll so that the proper billing rates can be applied. That is different than most of the 13-state region. The 13-state agreement is designed for billing of actual usage. So there's, there's no language in the 13-state agreement that accommodates that factor type of billing for intercarrier comp. That's, that's one example.

There's other examples in terms of the way traffic is routed, whether -- the way interexchange and local traffic may

or may not be combined over the same trunk groups, some of those types of things. In terms of the unbundled network elements, there's a number of elements that are defined and available in Florida agreements that are not in the 13-state agreement. Resale type arrangements are, are rather different simply because the services that are offered in Florida are different than the services that are offered in the 13-state.

There's some variation in the general terms and conditions in the way the contract language is constructed. For example, there's, there's language in the 13-state agreement that addresses the policy of, I call it pay in dispute where if a carrier has a dispute, they need to pay regardless of the dispute. So they either pay us or they pay into an escrow account. And that, that, those provisions are not in the 9-state because they did not have that policy of pay in dispute.

So there's, there's a whole host of various things that we have not, frankly, we have not gone through the 13-state line by line to see what would have to be changed for 9-state and take the 9-state and see how well that would go together because that is a significant effort to do that. And we didn't believe that it was, number one, appropriate to make that effort, or, number two, that we were obligated to, absent an order to do that, given all the effort that's gone into accommodating legitimate reporting requests based on the merger

commitments that we made with our merger with BellSouth. Those have taken priority.

Q You touched on this briefly, but what is your understanding for why Intrado wants to use the 13-state template?

A My understanding is that because they believe the language in the 13-state template is crisper. They like it better.

Q Okay. And you have, you have identified ten issues in this arbitration that the parties resolved in negotiations in Ohio for use in the 13-state agreement. Is that correct?

A It was correct at the time that I wrote my rebuttal. It is now 11 because the parties have resolved the content dispute with Issue 25a.

Q Okay. And as I understand in your rebuttal testimony on Page 3, Lines 1 through 3, Intrado wants to retain these ten or I guess now 11 issues as open issues in this arbitration even though they were resolved in Ohio; is that correct?

A Yes.

Q Okay. And why do you believe that Intrado wants to do this?

A Based on my discussions with Intrado, it was essentially directly related to Issue 2. It was simply that they liked the 13-state language better. So we negotiated for this language in Ohio. They like it better. We offered, for

example, on the issue of term of the agreement, we agreed to do a three-year term with them in Florida. They were not willing to close the issue that was related to the term of the agreement because they wanted all the rest of the 13-state language to go along with it. So the issue was more than just three years or five years. It was the other, the other 13-state language that goes with it.

Same thing with some of the others. If the language didn't exist in the 9-state agreement or they didn't like the way it was in the 9-state agreement, for the most part it really isn't there, that they simply liked the 13-state language and so they wanted it.

Q In your rebuttal testimony on Page 3, if could you flip through, flip to that.

A Okay.

Q You note that the additional issues will not need to be addressed if the Florida Public Service Commission decides that the 9-state template is the appropriate starting point for negotiations. And in Footnote 2 on the page -- hold on one second. Hold on one moment, please.

(Pause.)

Footnote 2 states that, "With a decision in Issue 2 to utilize the 9-state template, Issues 13(b), 15, 25(a), 32, and 34(a) and (b) will not need to be addressed because Intrado's disputes are not present in the 9-state language (and

AT&T Florida will not introduce them). In addition, certain language disputes in Issues 3(b), 4(b), 4(c), 7(a) and (b), 9, 13(a) and 29(a) also do not exist in the 9-state template, further limiting the scope of issues the Commission must address."

Because -- so can you explain what you mean by "the disputes are not present in the 9-state language"?

A Sure. Let's -- well, we can use Issue 13(b) just as an example, and it would essentially apply to any of these. But the dispute in Section 13(b) relates to the improper delivery of switched access traffic over local interconnection trunks and our proposal of language that Intrado would assist us in stopping that traffic when it takes place.

There is no language in the 9-state interconnection agreement that has anything to do with assistance to staff improper switched access traffic over local interconnection trunks. The language is simply not there. So -- and AT&T is not proposing that it be put there. So with no language there, there's nothing there for Intrado to dispute because it's not there, and so there's nothing for the Commission to decide because there's nothing there. And the same is essentially true for those other issues.

Or in the case of the issue starting with 3(b), the particular sections that I identified on that revised Exhibit PHP-3 on Page 2, those particular sections don't exist in the

9-state agreement and so there would be nothing there for the Commission to decide.

Q So is it correct that no matter which agreement the Commission decides should be used as the appropriate starting point, either party may raise issues and suggest language that they would like to have included in the agreement?

A Well, I suppose it's an open question in terms of the 9-state agreement and the extent to which Intrado could then go and argue for changing or excluding particular language that was presented to them in negotiations and what -- frankly, I don't know what they would do with the 9-state agreement. It's our view that that is the appropriate agreement. And they certainly had ample opportunity to provide us their feedback on that agreement and, in fact, had started to do so before they filed for arbitration with the other agreement. They gave us no indication that they had an objection to the 9-state agreement until they filed for arbitration with something that said 22 states.

Q Okay. All right. So in Footnote 2 you also identified the additional eight issues, the 3(b), 4(b), 4(c), 7(a), (b), 9, 13(a) and 29 --

A Yes.

Q -- that you believe that the language disputes raised by Intrado do not exist in the 9-state template; is that correct?

A Not for those particular 13-state ICA sections that I include in that matrix in my exhibit. The issues themselves still exist for other contract provisions but not for these.

Well, let me just give you an example. Issue 13(a), there is some language in intercarrier compensation that refers specifically to local interconnection for wireline services, and Intrado objected to the use of the term "wireline." There is nothing in the 9-state agreement that looks anything like that or talks about wireline service. So that particular contract provision would not need to be addressed by the Commission with the 9-state agreement because there's no parallel language.

Q Isn't it correct that AT&T has taken steps to promote uniformity across its operating region such as your terminology on billing statements?

A We are taking those steps, yes.

Q Why, why not uniformity with respect to 911?

A Well, in terms of 911 itself, certainly Intrado is seeking something that no carrier or provider has ever sought from us before. They are asking for something unique. So there's no standard to deal with it because it's never come up before.

Q Okay. Let's go ahead and take a look at Page --

A I'm sorry. Could I just continue one, one step further and as to Issue 2?

Q Sure.

A We did agree to carve out 911 from all of the standard contract language, and we have a separate 911 appendix and a 911 network interconnection methods appendix that are independent of the 9-state/13-state issue. So we've carved out all the substantive 911 issues from the body of the contract and worked with them both for Ohio and with some slight differences for Florida because of their different certification in Florida versus Ohio. So there's really not an Issue 2 associated with 911, if that helps.

Q Thank you. Let's go ahead and take a look at Page 31 of your direct testimony, and we're looking at Lines 8 through 15.

A Okay.

Q As I understand your testimony, it is AT&T's position that the 13-state template is not appropriate for use in this arbitration because it is not the agreement the parties began negotiating from for Florida and would require AT&T time to analyze and identify language that must be changed for Florida. Is that about right?

A Yes.

Q And since December of 2007 when Intrado filed its arbitration proposing to use the 13-state template, has AT&T performed any analysis to identify the language that would need to be changed if it were to be used?

A The focus of the negotiations with Intrado was on the 911 issues and then the other language issues in terms of the 13-state and certainly from our position was focused on Ohio. And I apologize for not following your rules and answering no up front.

Q That's fine.

A We have not taken the time to analyze the 13-state agreement and see how it would need to be modified for Intrado in Florida.

Q Okay. So is there any other reason why Intrado is prohibited to choose to use the 13-state template other than it is not what AT&T wants to use?

A That I don't know. I don't, I don't know if there's, if there's a legal argument in favor of one over the other.

Q Okay.

MR. CARVER: Can I -- I'm sorry. Can I just ask for a clarification. When you say "prohibited," are you asking specifically about legal reasoning or technical issues or -- could you clarify, please?

MS. TAN: I think what we were looking at was both, whether, you know, was there -- as a layperson, you know, is she aware of any reason besides the reasons that she's already stated why, why Intrado would be prohibited from choosing to use a 13-state template?

THE WITNESS: Well, I guess I'm stumbling on the word

"prohibited."

BY MS. TAN:

Q How about -- what if I use the word "inappropriate"?

A Okay. Would you rephrase the question then just including that word so I can hear it all in context?

Q Sure. Is there any reason why it would be inappropriate for Intrado to choose to use the 13-state template other than it is not what AT&T wants to use?

A Well, it's a little bit more than just what AT&T wants to use. We believe it's inappropriate because the agreement was never designed for use in Florida. So as a practical matter, it doesn't make sense to use an agreement in one area that had, was designed with operation support systems and technical issues and, and all of that that went into that 13-state template and just simply apply it in Florida.

Q Okay. Thank you very much.

If you look at your rebuttal testimony on Page 9, Lines 16 through 18, you state that there are numerous provisions that would be different for the 9-state region. If AT&T has not specifically identified the differences between the 13-state and the 9-state templates, how do you know that there are numerous provisions that would be different?

A I have to apologize. I was looking at the wrong document. Can you point me to the proper document again, please?

Q Sure. Let's look at your rebuttal testimony on Page 9.

A Page 9. Okay. I'm sorry.

Q No problem.

A Okay. And you're asking what about the numerous provisions?

Q Basically if AT&T has not specifically identified the differences between the 13-state and the 9-state templates, how do you know that there are numerous provisions that would be different?

A Just by looking at a sampling of some of the technical issues that I happen to know about. I'm assuming that there's others that are related to the policies between the two different companies being BellSouth and AT&T prior to the merger because they were independent companies. And just from what I was seeing in looking at some of the 13-state issues that were coming up and taking a quick look to see if there was a parallel issue, if there was parallel language in the 9-state agreement, and I saw a number of cases where there was differences there, I made the conclusion that if there's differences there where there is language in dispute, there's probably issues elsewhere that we haven't explored.

Q Thank you. Let's go ahead and turn the page to, turn the page to Page 10 on your rebuttal testimony.

A Okay.

Q And in Lines 14 through 19 you state that AT&T will modify a 13-state interconnection agreement for a CLEC that actually asks AT&T to port an entire effective interconnection agreement to Florida.

A Yes.

Q So I guess first what I'd ask is what is porting?

A Porting is an obligation that we entered into with the merger with BellSouth where a CLEC was entitled to select a currently effective entire interconnection agreement in any of our states, and we use the term "port," but effectively carry that interconnection agreement into another state for application there. So you could take an interconnection agreement from an existing entire affected interconnection agreement in Florida and we would allow, pursuant to this merger commitment 7.1, a carrier to use that interconnection agreement in Wisconsin. In order to do that, we would then analyze that Florida interconnection agreement line by line to identify the particular changes that needed to be made for Wisconsin pursuant to the specific requirements of the merger commitment that were limited to things like technical feasibility and operational systems.

I don't have the merger commitment in front of me, but there was certain criteria like regulatory requirements that would need to be changed. There would be changes to tariff references and state regulations potentially, things

like that, in order to make that agreement operational and actually have it work in the State of Wisconsin.

Q Okay. Well, let's move away from Issue 2. And if you could please turn to Intrado's Witness Hicks, his rebuttal testimony.

A Okay.

Q And if you could turn to Page 15.

A I'm there.

Q And here the witness discusses using the term "designated" versus "primary" to address the party that has been chosen by the PSAP to be the provider of 911 service. What is AT&T's position on this issue?

A I could probably address that, but I think Mr. Neinast is the more appropriate respondent to that because I really don't talk about the issue of designated or primary in my testimony.

Q Okay. That's fine. These next few questions will concern Issue 15. You filed direct testimony on Issue 15 but you did not file rebuttal; is that correct?

A Yes.

Q Why not?

A I would have to go back and look at what Intrado filed with their direct testimony, but I didn't file rebuttal unless there was something worthy of rebutting.

Q Okay. Thank you. If you could please turn to your

direct testimony on Page 62, and looking at Lines 9 through 18.

A One moment. I'm sorry. Did you say my rebuttal testimony?

Q Direct, direct testimony.

A Okay. I'm sorry. I don't have a 62 for the other one. Okay. 9 through 18.

Q Page 62, Lines 9 through 18.

A Okay. I'm there. Thank you.

Q Are Sections 4.2.1 and 4.2.2 and 15.1 the only sections applicable to Issue 15?

A Let me just double-check something.

Q No problem. Please take your time.

A They were the only sections applicable, and since that time the parties have resolved Sections 4.2.2 and 15.1. So all that remains with Issue 15 is intercarrier comp Section 4.2.1.

Q Thank you. And if you could turn the page to Page 63 and look at Lines 3 through 22.

A All right.

Q Is this Section 4.2.1?

A Yes.

Q Okay. Okay. And if you could turn to the next page, to Page 64, and looking at Lines 9 through 13.

A Okay.

Q Can you give me a couple of examples of a retroactive

application of charges that would not be pursuant to an order?

A Well, the parties have resolved Issue, Section 15.1, so I'm not sure that's something that you need to consider. It's not still in dispute.

Q Okay. That would be -- that's fine.

Go ahead and turn to Intrado Witness Cynthia Clugy's direct testimony and looking at Page 4, Line 23, and continuing to Page 5, Line 2. And go ahead and let me know when you're there.

A I'm there.

Q Witness Clugy asserts that AT&T's language could allow AT&T to make retroactive compensation adjustments for traffic that is not affected by change of law. Is her assertion correct?

A I'm still here. I'm thinking.

Q No problem.

A I don't think so. But the issue around change of law -- I'm just -- I want to put that language in context. Just a moment.

Okay. The context of this section is related to ISP-bound traffic and the FCC's ISP order, remand order and related decisions. So as I'm looking at the rest of the language, I think the issue around intervening law -- and, again, I'm not, I'm not an attorney, so --

Q Strictly as a layperson.

A Yeah. The interconnection agreement has provisions for intervening law to the extent that the parties seek to take advantage, if you will, of a change in law and amend the interconnection agreement accordingly to include that intervening law.

So I think Intrado's use of the term "intervening law" might require something that goes beyond the interconnection agreement as it stands and would potentially require an amendment. Not knowing what that intervening law might be, it's kind of hard to speculate from this lay chair.

Q Is Issue 15 part of the 13-state template?

A Yes.

Q Okay. And why is it appropriate to apply a retroactive adjustment only to local calls?

A The way local calls are used in the context of this appendix, I think it is particular because it talks about Section 251(b)(5), exchange of traffic. And because the parties have availed themselves of the ISP remand order's rate for ISP-bound traffic the same as Section 251(b)(5) traffic, I think that's the context for the use of this term "local calls," which may be separate from the ISP traffic. So it can be a little bit confusing because of what the FCC did with lumping the ISP-bound traffic and the 251(b)(5) traffic together at the same rate. And not knowing what they were going to do next, any adjustments that might be made would be

for the local part of that traffic, not necessarily ISP-bound or Section 251(b)(5) but what's commonly known as local, which could include either.

Q Thank you. If the Commission determines that AT&T's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of the consumer to reach 911?

A It would have no impact whatsoever.

Q And would that be the same for Intrado's, if the Commission determines that Intrado's proposal for this issue is the appropriate one?

A Yes.

Q Okay. The next question I have is for Issue 23, and Issue 23 is one of the ten issues you identify as being resolved in the 13-state agreement. And I'd like to refer to your response to staff Interrogatory 9. So if you can go ahead and get that for me.

A Okay. Just a moment.

Q No problem. Take your time.

A Okay.

Q As I understand, the language in dispute for Issue 23 was based on the 13-state template that was resolved between the parties in the context of negotiations in Ohio; is that right?

A Yes.

Q And how specifically was Issue 23 resolved in Ohio?

A Let me just take a quick look here and see what the issue was. If you'll just give me a moment, I'll pull up that contract language.

Q Please take your time.

A Okay. That language was related to charges when the carrier changed its company code. And as a result of that change in code there could be restenciling, reengineering, changing of locks and other work associated with collocation, and the parties agreed to language that those charges would be presented to Intrado and they would have the ability to approve those charges before the work was done so that they could avoid those charges by deciding not to change their company code, for example.

Q Does the 9-state template address recovery for performing specific administrative activities?

A I, I need a question. That's a little more specific than that, I think. I don't know what you mean.

Q Okay. You know what, we'll go ahead and disregard that question.

Let's go ahead and look at the same response to staff Interrogatory 9. You state that it would be inappropriate to import the 13-state language from Issue 23 into a 9-state agreement. Why is --

A Yes.

Q That if AT&T agreed to certain language in Ohio, why is that not going to be resolved here in Florida?

A The way I look at language that was resolved for the 13-state template in Ohio, I view that as no different than language that the parties agreed to initially in Ohio. So all of the, all of the 13-state language that the parties had no dispute, at the end of the day when we've negotiated resolution of areas where there was conflict, then the language becomes agreed-to language for the 13-state as though there was no dispute.

So I don't think it's appropriate to bring in pieces of the 13-state agreement simply because it was initially raised as a dispute when we're not bringing in all the rest of the 13-state agreement where there was no dispute. Either we use the 13-state template or we use the 9-state template. But I have a problem with just bringing in bits and pieces of the 13-state agreement where the parties resolved the dispute for Ohio.

Q Thank you. The next set of questions I have regard Issue 29 regarding the 9-state versus 13-state dispute. Issue 29(a) addresses the rounding practices that should apply for reciprocal compensation usage and airline usage, and Issue 29(b) addresses unspecific nonrecurring charges.

Is it your testimony that the use of the 9-state agreement resolves Issue 29(a) or only partially resolves that

issue?

A It only partially resolves it. It resolves the issue around reciprocal compensation usage rounding because in the 9-state region we bill based on factors, not on actual usage. So there's really no usage to round.

There is still a dispute regarding the rounding of facility mileage because there is a provision in the 9-state agreement that facility mileage is rounded to the next whole mile similarly to the way it's presented in the 13-state agreement.

Q AT&T's position in the Prehearing Order seems to indicate that the Issue 29(a) in total does not exist if the 9-state template is used. Can you bridge that discrepancy?

A Just a moment.

MR. CARVER: I have a copy of the Prehearing Order. I'm going to show that to the witness.

MS. TAN: Okay. Thank you.

MR. CARVER: Just a moment. Okay.

THE WITNESS: I think that there's an error in the prehearing statement. Let me just, let me just confirm something in my own notes here.

BY MS. TAN:

Q Okay. Thank you.

A There, there is still a dispute regarding, potentially a dispute regarding facility mileage rounding. It

appears in the 13-state pricing appendix. That does not exist in the 9-state agreement, but there is a provision there regarding the rounding. So if you look at my Exhibit, revised Exhibit PHP-2, which indicates those issues that still exist even with the 9-state template, you'll see that Issue 29(a) is there regarding facility mileage rounding. So there was an error in the prehearing statement.

Q Okay. What is your understanding of the dispute in Issue 29(b)? Is AT&T permitted to impose unspecified nonrecurring charges on Intrado Comm?

A I'm looking for the contract language that generated that issue. Just a moment.

Q Okay.

MS. KISER: Ms. Tan?

MS. TAN: Yes.

MS. KISER: If it would help, I can -- 29(b) or 29(a) of the interconnection agreement sections, if that would help Ms. Pellerin.

THE WITNESS: I've got it. Thank you.

MS. TAN: Hold on. Who was that talking?

MS. KISER: I'm sorry. It was Chérie Kiser on behalf of Intrado Communications.

MS. TAN: Oh, okay. Thank you.

THE WITNESS: Okay. The dispute in Issue 29(b), there's a couple of aspects to that regarding pricing, and part

of it is regarding what happens when AT&T inadvertently provisions a service that Intrado ordered that's not in the interconnection agreement. So they've ordered something that's not part of their agreement, we don't have an obligation to provide it, there aren't any prices in the agreement because the service is not there, but for whatever reason we provisioned it anyway. And so there's a dispute around how we would charge for that. We certainly think that it's appropriate that if the service exists in a tariff, then we would charge the tariff rate. If it wasn't in the tariff but it was in our current generic template, that we would charge the generic rate that we would charge to other carriers and that we would then not be obligated to continue provisioning that service until the agreement was amended to include it. So that's part of Issue 29(b).

There's also a part of Issue 29(b) regarding rates that are absent from the interconnection agreement. So the service is there but there's no rate. And the language that Intrado has proposed is that the parties would have to reach agreement on that rate and the Commission would have to approve that rate as well, and that's where the dispute is for that part of it.

BY MS. TAN:

Q Can you do me a favor and please look at the Prehearing Order and look at Issue 29(b). I'm sorry. 29(b).

And can you take a look at what AT&T has stated and tell me how that coincides with what you have just told us?

A It coincides with the second part of what I told you in terms of the pricing where they're included in the interconnection agreement but not -- the service is there but the price is not. That's what this Issue 29(b) statement goes to.

Q So if using the 9-state template, how does that resolve Issue 29(b)?

A Because the 13-state pricing attachment or appendix does not exist in the 9-state agreement, and there isn't any, any substantive language in the 9-state that would apply to my knowledge. Let me just confirm one more thing for you.

Q Okay. Thank you.

A Yeah. I think there's a little bit of confusion in terms of the phrase here "This issue does not exist if the 9-state template is used." The pricing appendix certainly is a 13-state document that does not exist. You will find Issue 29(b) on my revised Exhibit PHP-2 with those pricing sections referenced, and my header for Exhibit PHP-2 is that the 9-state template limits the arbitration to these issues because there is some language in the 9-state agreement regarding rates that are absent, the TBD (phonetic) type rates.

So I think the language might be different but the substance of the matter would still exist. So I apologize for

any confusion on that.

Q No problem. Thank you. Let's go back to staff's first set of interrogatories to AT&T and, let's see, response to Item 10.

A Okay.

Q Your response to Part B of this interrogatory states that the standard industry practice for rounding usage for carrier billing is to the next whole minute, but that AT&T's standard practice in the 9-state region is to use jurisdictional reporting factors. Is that correct?

A Yes.

Q And is it the practice of AT&T's 13-state region to use actual usage data or jurisdictional reporting factors to bill reciprocal compensation?

A In most states it is. There are one and possibly two states that use factors for reciprocal compensation, but generally they use actual usage. And it has to do with either switch recordings of the way the billing systems were designed in the original companies that ultimately made up AT&T.

Q Why shouldn't the 13-state region and the 9-state region have the same standard practice to bill reciprocal compensation?

A Well, as I stated earlier, the, the switches in the 9-state region are not currently capable of recording terminating usage with the level of detail that would permit

actual usage billing. And it is, my understanding is that it's an extensive undertaking to make a change to start using actual usage. That has not taken place.

Q Thank you. If you look at your response to 10(c), that there is no published industry standard regarding rounding of usage for carrier billing, how is there a standard industry practice if there is no published industry standard?

A On Part C I am actually providing the information regarding the standard, the industry standard regarding rounding mileage, which is different than usage.

Q Okay. Thank you very much. If you could look at Page 51 of your direct testimony, Lines 1 through 14.

A Okay.

Q You state that the impact to Intrado using jurisdictional factors rather than the actual usage for carrier billing would be negligible. How do you know that the impact would be negligible?

A Well, assuming hypothetically that we actually did bill based on usage in the 9-state, the language that we're talking about, the 13-state language, says that you bill on a trunk group basis. So all of the usage on the trunk group would be put together and then rounded as a group. So you're not rounding each call. You only round once for all of the usage over an entire trunk group. And the rate that we're charging is .0007 per minute. So when you're looking at a

sixth of a minute or six seconds, I should say, a tenth of a minute, then you're taking that down by another factor of ten. So I provide an example here in my testimony that if they had 100 trunk groups, which is a lot, now, again, we're not talking 911, we're talking basic local exchange service, local traffic, if they had 100 trunk groups rounding up one minute, we're only talking 7 cents a month. Now if 7 cents a month is a problem, then they're probably in the wrong business. And it would also apply to the traffic that AT&T delivers to Intrado. So there would be a certain amount of offset assuming that the parties are actually exchanging traffic. So I think it would be even less than that.

Q Thank you. If you just would scroll down the page a little bit. You state that AT&T's industry standard practice of rounding reciprocal compensation usage to the next whole minute is in effect with other carriers. What other carriers is this practice in effect?

A This is the arrangement that we have with all the carriers that we're interconnected with for local traffic.

Q Okay. If you could turn to Page 54 of your direct testimony, Lines 8 through 19.

A Okay.

Q You state that Intrado's proposed language in Pricing Section 1.10.1 would permit Intrado to object to prices even if the Commission had approved them. In Intrado's response to

staff Interrogatory 20, Intrado states that it would be appropriate to require that either the rates are mutually agreed to by both parties or the parties would accept the rates the Commission approves, would agree to the language where either the rates are agreed to by the parties or approved by the Commission. Does this satisfy AT&T's objection to Intrado's proposed language?

A I'll give you a qualified yes. I believe that was one of the interrogatories in staff's third set, and we're still preparing our response.

MR. CARVER: I'm sorry. Was that Intrado's response?

MS. TAN: Yes. That was Intrado's response.

THE WITNESS: So you will see our definitive response in the third set.

BY MS. TAN:

Q Okay. That's great. Thank you very much.

The next set of questions that I have are regarding Issue 13(a) and (b). Can you please describe the dispute between the parties with respect to Issue 13(a)?

A The parties have a disagreement in terms of the way certain terms are defined, and, again, we're talking non-911 traffic. The definitions of Section 251, besides (phonetic) traffic, ISP-bound traffic and switched access traffic. AT&T has proposed some pretty clear definitions in terms of what would constitute those types of traffic, where

Intrado has preferred a significantly more vague type of language.

Q Thank you. If you could please turn to Page 40 of your direct testimony. We're looking at Lines 22 through 24.

A Okay.

Q Here you state that AT&T's definition is consistent with the language previously adopted by the Ohio Commission and so should be adopted here in this arbitration; is that correct?

A That's what it says, yes.

Q And is this language part of a 13-state template?

A Yes, it is.

Q And does AT&T have no objection to using part of the 13-state template as it chooses?

A No. That's not, that's not correct.

Q Okay. How would you describe your decision to request that this language be adopted in Florida?

A The context of this, first of all, is assuming that you order a 13-state agreement, then we need to hammer out this language. To the extent that you go with a 9-state agreement, and I have an assumption that Intrado would object to the 9-state language that's at, that's parallel like, for example, the 9-state defines local traffic as opposed to Section 251(b)(5) traffic. And while the text is not exactly the same, there's, there are some similarities to the issue. So I really don't think that we're looking to pick and choose pieces out of

the 13-state agreement, but we're responding to specific language that Intrado raised in arbitration and we're defending that.

Q Okay. Thank you. If you could look at Page 16 of your rebuttal testimony and we're looking at Lines 5 through 14.

A Okay.

Q Okay. You state that Ms. Clugy testified that three years is a reasonable term for the interconnection agreement and that AT&T agreed and offered to modify the 9-state general terms and conditions. You also testified that Intrado Comm would not accept AT&T's Florida offer and insisted that all the 13-state terms and conditions be imported to Florida. Have AT&T Florida and Intrado Comm resolved Issue 18?

A Well, I thought we had, which is why in my direct testimony I indicated that the parties had resolved it. Intrado has indicated that they are not willing to accept that because of Issue 2, that they want all of the 13-state language, not, not just that they want a three-year term.

Q And is that the only issue at dispute for Issue 18?

A Yes. 18(a), yes.

Q 18(a)? Okay. All right. And did AT&T Florida's offer to Intrado include language that would modify only the language in the 9-state general terms and conditions that apply to the term of the interconnection agreement?

A Yes. We offered to change five years to three years.

Q Okay. And did AT&T, I mean, did Intrado offer AT&T any reasons for not accepting the proposed modified language regarding the term of the ICA?

A The only information that Intrado has given us on this whole issue in general is that they like the 13-state language better because it's crisper. They have not offered any specifics on any of the rest of it.

MS. TAN: All right. Well, thank you very much, Ms. Pellerin. At this time staff has no further questions. I'd like to suggest that we take a break for lunch to give our court reporter an opportunity to stop. Would anyone have a problem with a half an hour?

MS. KISER: No. That's fine with Intrado Communications.

MS. TAN: AT&T?

MR. CARVER: Yeah. That's fine with us.

MS. TAN: Okay. So let's pick back up around 1:30, and we will continue on, and then it'll be Intrado's questions.

(Recess taken.)

MS. TAN: What we are doing now is coming on with the deposition of Ms. Pellerin, and it is now time for Intrado to ask their questions.

MS. KISER: Okay. Thank you.

EXAMINATION

BY MS. KISER:

Q Good afternoon, Ms. Pellerin. Chérie Kiser on behalf of Intrado Communications.

At Pages 5 and 6 of your testimony where you talk about whether an interconnection agreement is necessary, can you tell us what portion of the market AT&T provides local exchange service to in its local service territory?

A No, I can't.

Q Do you know if you file any reports that provide that information with the Florida Public Service Commission?

A I don't know.

Q And do you know what portion of the market AT&T Wireless serves in Florida?

A No.

Q Do you know whether the customers that do receive service from AT&T, are those customers connected to the public switched telephone network?

A Certainly customers for local exchange service are.

Q Thank you.

And do the customers that receive local exchange service receive -- or do they have the ability to dial 911?

A As part of local exchange service, yes.

Q Turning to Pages 7 to 10, you discuss the essential elements of a sustainable business model. AT&T is a business, correct?

A Yes.

Q You also discuss on Page 7, Lines 13 through 19, market drivers for pricing services. Are you familiar with economic analysis that reflect how competitors price their services?

A Generally.

Q Are you familiar with the concept of price leaders?

A I'm familiar with the concept, for example, of a loss leader where a convenience store might sell milk at a really low price to get a customer in to buy their potato chips. Is that what you mean?

Q Well, no, I was referring to price leaders.

A Then, no, I don't know what you mean.

Q On Page 8, Line 16, is it AT&T's understanding that an interconnection arrangement with Intrado might require it to interconnect in Colorado?

A My reading of language that Intrado has proposed where Intrado had sole determination of where AT&T would interconnect with Intrado would permit Intrado to say, AT&T, you must interconnect with me at my location in Colorado.

Q Has Intrado Communications ever indicated that they would seek to have you interconnect in Colorado?

A Not to my knowledge, but the language that was proposed by Intrado that AT&T objects to could potentially require that.

Q Thank you. Page 10, Lines 2 through 5. Is it AT&T's position that the commercial agreements that you describe are 251(a) agreements?

A I have not stated that.

Q Are commercial agreements entered into pursuant between telecommunication carriers pursuant to 251(a)?

A I think that would be a legal question. I'm not sure. I haven't contemplated it.

Q The agreements that you refer to, these commercial agreements that you reference, are these agreements written or oral?

A I think that the correct answer to that is yes; I think we may have both.

Q You have both written agreements and oral agreements, commercial agreements?

A Yes.

Q On Page 13, you discuss a decision by the Virginia Corporation Commission, is that correct?

A Yes.

Q Do you know how many petitions for arbitration the Virginia Corporation has reviewed that have been filed since 1996?

A I don't know how many, no.

Q And are you aware that the Federal Communications Commission has agreed to preempt the Virginia Corporation

Commission and hear and review the petition for arbitration that you referenced?

A I am aware of that now, yes.

Q On Page 16, Lines 18 to 20, you discuss or indicate that when a caller dials 911, the call is routed through the E911 network to the proper PSAP, correct?

A Yes.

Q Does the end user's call originate on the public switched telephone network?

A Yes.

Q Okay. Turning to Page 17, Lines 1 through 6, and I believe that this issue also was discussed in response to questions from Ms. Tan. You indicate that PSAPs cannot place a call over the service that's provided to PSAPs for receiving 911 calls, correct?

A Yes.

Q Do you know if when the PSAP receives the 911 call whether it can answer the call and communicate with the caller that needs emergency services?

A Carry out a conversation?

Q Yes.

A Yes, they can.

Q Thank you. Page 24, Lines 1 through 13. Does the law require competitive local exchange carriers seeking interconnection pursuant to 251(c) to negotiate interconnection

arrangements based on AT&T template agreements?

A I'm not an attorney, and you're asking me what the law requires.

Q Okay. Thank you. In discussions or questions from Ms. Tan earlier you indicated that AT&T has developed a 22-state template agreement, is that correct?

A I don't recall saying that.

Q Oh, you didn't?

A No.

Q I guess I misunderstood you. You did discuss the use of a nine-state versus a thirteen-state, correct?

A Yes.

Q And I believe there was some discussion about the use -- Intrado's decision to use a nine state versus a thirteen state?

A Well, Intrado's decision to use thirteen rather than nine state, yes.

Q And are you aware that Intrado requested a 22-state template on three separate occasions from AT&T?

A I'm aware that Intrado sought to interconnect and negotiate an interconnection agreement with AT&T in 22 states. I'm not aware of a specific dialogue where Intrado might have said I want a 22-state template.

Q Are you aware of AT&T informing Intrado on August 2nd of 2007 that they have a 22-state agreement ready by September

of '07?

A I know that AT&T was working on a 22-state template, and I know that it was not available in the time frame that you are talking about. It might have been expected that it would have been available, but it wasn't.

Q So are you familiar with the August 30th communication to Intrado regarding a 22-state template being available October 1st of 2007?

A I might have seen something like that, I don't recall.

Q How about the communication on October 8th, 2007, to Intrado that it wouldn't be ready for a few more months?

A I don't recall seeing specific documents.

Q In questions from Ms. Tan, you also talked about merger commitments pursuant to the merger order between, I guess, BellSouth and AT&T.

A Yes.

Q Do you know when the FCC's order was issued imposing those merger commitments?

A Not exactly.

Q Subject to check, does March 6th of '07 sound about right?

A I really don't know.

MS. KISER: Okay. Thank you, Ms. Pellerin. I have no further questions.

MS. TAN: Okay.

MR. CARVER: I have no redirect.

MS. TAN: Okay. Well, I think at this time let's take care of how -- would everyone like copies, and how would they like them?

MR. CARVER: We would like an electronic copy, please.

MS. KISER: Intrado Communications would like an electronic copy also, please.

MS. TAN: Okay. Well, I think this concludes the deposition for Ms. Pellerin.

Ms. Pellerin, thank you very much for your time with us today.

THE WITNESS: You're welcome.

(Deposition concluded at 1:44 p.m.)

ERRATA SHEET
DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

IN RE: DOCKET NO. 070736-TP
NAME: PATRICIA H. PELLERIN
DATE: June 24, 2008

PAGE	LINE	CHANGE

STATE OF FLORIDA)
: CERTIFICATE OF REPORTERS
COUNTY OF LEON)

WE, LINDA BOLES, RPR, CCR, and JANE FAUROT, RPR, Official Commission Reporters, do hereby certify that the foregoing proceeding was heard at the time and place herein stated.

IT IS FURTHER CERTIFIED that we stenographically reported the said proceedings; that the same has been transcribed under our direct supervision; and that this transcript constitutes a true transcription of our notes of said proceedings.

WE FURTHER CERTIFY that we are not a relative, employee, attorney or counsel of any of the parties, nor are we a relative or employee of any of the parties' attorneys or counsel connected with the action, nor are we financially interested in the action.

DATED THIS 1st day of July, 2008.

Linda Boles
LINDA BOLES, CRR, RPR
FPSC Official Commission Reporter
(850) 413-6734

Linda Boles / for
JANE FAUROT, RPR
FPSC Official Commission Reporter
(850) 413-6732

CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF LEON)

I, the undersigned authority, certify that Patricia Pellerin personally appeared before me at 675 W Peachtree Street, Atlanta, Georgia and was duly sworn by me to tell the truth.

WITNESS my hand and official seal in the City of Atlanta County of Fulton, State of Georgia, this 24th day of June, 2008.

Brenda S Slaughter

Notary Public

Brenda S. Slaughter
Notary Public, Rockdale County, Georgia
My Commission Expires July 29, 2010

State of

Personally Known _____ OR Produced Identification ✓.

Type of identification produced AT&T Work ID.

BRENDA S. SLAUGHTER NOTARY PUBLIC ROCKDALE COUNTY GEORGIA EXPIRES JULY 29, 2010

EXHIBIT NO. 11

DOCKET NO.: 070736-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Transcript and errata, if any, from the deposition of Intrado witness Thomas Hicks

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 11
COMPANY FPSC Staff
WITNESS Thomas Hicks (Depo-3)
DATE 07/10/08

PROFFERING PARTY: Staff

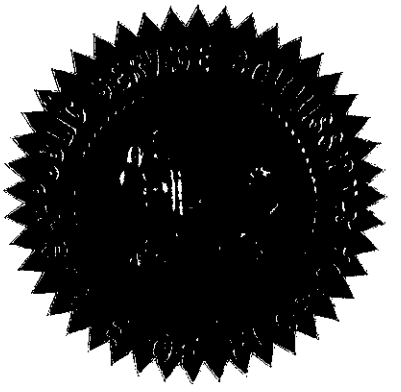
I.D. # DEPO-3

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

In the Matter of:

PETITION BY INTRADO COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION AND RELATED ARRANGEMENTS WITH BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA, PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND SECTIONS 120.80(13), 120.57(1), 364.15, 364.16, 364.161, AND 364.162, F.S., AND RULE 28-106.201, F.A.C.
_____/



TELEPHONIC DEPOSITION OF: THOMAS HICKS

TAKEN AT THE INSTANCE OF: The Staff of the Florida Public Service Commission

PLACE: Room 380D
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida

TIME: Commenced at 9:00 a.m.

DATE: Wednesday, June 25, 2008

REPORTED BY: JANE FAUROT, RPR
Official FPSC Reporter
(850) 413-6732

APPEARANCES:

PHILIP CARVER, ESQUIRE, and MANNY GURDIAN, ESQUIRE, AT&T Florida, c/o Mr. Gregory Follensbee, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32303-1561, appearing on behalf of AT&T Florida.

CHÉRIE R. KISER, ESQUIRE, Cahill Law Firm, 1990 K Street N.W., Suite 950, Washington, DC 20006, appearing on behalf of Intrado Communications Inc.

FLOYD SELF, ESQUIRE, Messer Law Firm 2618 Centennial Place, Tallahassee, Florida 32308, appearing on behalf of Intrado Communications Inc.

LEE ENG TAN, ESQUIRE, FPSC General Counsel's Office, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, appearing on behalf of the Commission Staff.

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EXHIBITS

NUMBER:	ID.	ADMTD
(No exhibits.)		

P R O C E E D I N G S

MS. TAN: My name is Lee Eng Tan. I'm with staff.

MS. KING: Laura King, Commission staff.

MR. VICKERY: Paul Vickery, Commission staff.

MS. LEE: Pat Lee, Commission staff.

MR. HIGGINS: Devlin Higgins, Commission staff.

MR. BARRETT: Michael Barrett, Commission staff.

MS. BLACK: Anita Black, Commission staff.

MS. OLLILA: Sue Ollila, Commission staff.

MR. TRUEBLOOD: Frank Trueblood, Commission staff.

MR. DOWDS: Dave Dowds, staff.

MS. FAUROT: Jane Faurot, court reporter, staff.

MS. TAN: Okay. Let's go ahead and start on the line with Intrado.

MS. KISER: Chérie Kiser on behalf of Intrado Communications, and with me is Ms. Cindy Clugy and Mr. Thomas Hicks.

MR. SELF: And this is Floyd Self also on behalf of Intrado.

MS. TAN: Okay. And AT&T?

MR. CARVER: Philip Carver on behalf of AT&T Florida, and also with me is Trish Pellerin.

MR. GURDIAN: Manny Gurdian with AT&T Florida.

MS. TAN: All right. And, for the record, have the parties read and agreed to the standard stipulation sheet?

MS. KISER: Intrado Communications has.

MR. CARVER: Yes, for AT&T.

MS. TAN: Okay. Let me go ahead and read it into the record.

It is stipulated that this deposition was taken pursuant to notice in accordance with applicable Florida rules and civil procedure; that counsel present stipulate that the witness is the person he identified himself as; that objections except as to the form of the question are reserved until hearing in this cause; and that reading and signing was not waived. It is also stipulated that any off-the-record conversations are with the consent of the deponent.

Intrado, could you please have your Notary Public administer the oath to Mr. Hicks.

(Witness sworn.)

MS. KISER: Ms. Tan?

MS. TAN: Yes.

MS. KISER: Is it okay if we move forward or just indicate that the oath is being administered for both proceedings at this time?

MS. TAN: Right, that's fine. Because what we will do is we just acknowledge it at the start of each witness for each docket.

MS. KISER: Okay. That would be great. Thank you.

was called as a witness and, after being duly sworn by the Notary Public, testified as follows:

DIRECT EXAMINATION

BY MS. TAN:

Q Good morning, Mr. Hicks.

A Good morning.

Q My name is Lee Eng Tan, and I'm an attorney here at the Commission, and I will be taking your deposition today.

Have you ever appeared before this Commission?

MS. KISER: Ms. Tan, I apologize for interrupting.

MS. TAN: No problem.

MS. KISER: Would it be possible to also swear in Ms. Clugy at this time?

MS. TAN: I'm sorry, I thought you did them both at the same time.

MS. KISER: No, she just administered it for Mr. Hicks.

MS. TAN: All right. Go ahead and do it for Ms. Clugy.

(Witness sworn.)

MS. KISER: Thank you. I appreciate it. I'm sorry.

MS. TAN: No problem. And that will be for both dockets, right, you will have different --

MS. KISER: Yes, we have both notarizations.

MS. TAN: Okay.

MS. KISER: We'll fax them over. Thank you.

MS. TAN: No problem.

BY MS. TAN:

Q All right. Mr. Hicks, have you ever appeared before this Commission?

A No, ma'am.

Q And have you been deposed?

A No.

Q All right. Well, in this deposition I will ask you questions and your answers will be recorded by Ms. Faurot, the court reporter here with us today. You understand that you need to speak up and give oral answers that are clear?

A Yes.

Q It is also very important that you understand the questions and give accurate answers. So if I ask you a question that you don't understand for any reason, please ask me to rephrase the question, okay?

A Thank you.

Q And where possible I would like to request that you provide first a yes or no answer and then explain where necessary.

A Okay, thank you.

Q Excellent. Would you please tell us your name?

A My name is Tom Hicks.

Q Okay. And who are you employed by?

A I am employed by Intrado Communications, Inc.

Q Okay. And what is your current job title?

A My current job title is Director of Carrier Relations.

Q And how long have you held this position?

A Approximately four years.

Q Excellent. Thank you. Can you tell me which services AT&T is currently providing to Intrado, Inc.?

A To my understanding they do have some services that -- I should say Intrado, Inc., but not Intrado Communications does have some agreements with AT&T and do provide some services.

Q Okay.

A I'm not certain I can attest to what all those services are.

Q That's okay. Of these services, or if you know, of these services currently being provided by Intrado, Inc. to AT&T, which services are Intrado Comm requesting in this proceeding?

A Intrado Comm is basically requesting interconnection for the purposes of providing competitive 911/E911 telecommunications exchange services, which is something that Intrado, Inc. does not provide.

Q Okay, excellent. Can you please provide a general overview of Issue 1 and what you believe the disputes are

between the parties on this issue and its subparts?

A Yes. Basically, as I just mentioned, Intrado Comm currently plans to provide competitive telecommunications exchange services to public safety answer points throughout the state of Florida, and, in fact, throughout the nation. Being in that position, we will be directly competing with the ILECs where they are currently the monopoly provider of those types of services, and, as such, we believe that 251(c) is the appropriate Act and the appropriate law to be followed that grants us the accesses that we need to provide our services.

As Mr. Neinast pointed out the other day, competitive E911 telecommunications exchange services were not contemplated when the Act was initially established, but there is little doubt that the FCC in their actions were intending to open monopoly markets to competition. And we believe that this particular venue is the appropriate venue to do that, to establish the interconnection.

Pursuant to the Act as a competitive provider, we believe we are entitled to the same or equivalent interconnection arrangements when are Intrado Comm serves as the wireline E911 network provider. We also believe that the interconnection provisions being sought are consistent with public safety and community expectations for providing and delivering services from any device anywhere at any time. In view of future emergency communication needs is far exceeding

the simple voice and data applications currently available in the legacy 911 environment. Thank you.

Q Thank you. So in deciding if a particular interconnection arrangement, term, or condition should be captured in an interconnection agreement under 251/252 of the Act, as opposed to a commercial agreement, what should the Commission consider?

A I'm not certain I understand the question, but can you perhaps -- can you restate that for me again, please?

Q Sure.

What we're asking for is what should the Commission consider if they are deciding a particular interconnection arrangement, term, or condition for an interconnection agreement as opposed to a commercial agreement?

A Well, several things, of course, impact whether we should be looking at a 251(c) agreement. Of course, first and foremost is that we are dealing with a telephone exchange service and telecommunications services which are regulated, and 911 has clearly been regulated for some point in time.

Secondly, it is a service that doesn't require the ability or where it does have a need for access to those PSTN for execution and for implementation of those services. So that being the case, and, further, you know, there is some belief -- or I shouldn't say belief, but basically the ILECs clearly have a superior bargaining position being the monopoly

provider of the network today. And we have a firm belief that 251(c) is all about access to the PSTN and opening those monopoly markets. Thank you.

Q Okay. Mr. Hicks, let me ask you about what role does the underlying technology that is used to provide the service, or the service itself, or who purchases the service, what role does that make in determining -- should the Commission determine those factors?

A IP technology, of course, is used by Intrado Telecommunications for its infrastructure. However, the technology being used should have no bearing on the classification of the 911/E911 services being offered. Classification of a service or of a provider's service should not be based on the technology, but on the nature of the service being delivered. And given that the Public Service Commission has jurisdiction over 911 and emergency communications, we firmly believe this is the appropriate venue.

Q Do you believe that the FCC has made any specific pronouncement regarding whether the 911 network is a telecommunications or information service or something else for regulatory purposes?

A I understand it has. I can't specifically cite the acts and the laws, because I'm not a lawyer.

Q In your direct testimony you discuss that the E911

consists of three integrated components, and that attempting to segregate any of the functions from the others would significantly diminish the viability and reliability of 911. For regulatory purposes, would segmenting these components diminish the reliability of the 911 service?

A Absolutely. Without it you cannot have the full impact of delivering immediate aid on calls to 911. It is recognized that there are multiple components and that is what is contained in my testimony. Without a doubt you need the network for the voice to traverse, as well as the telephone number, ANI, if you will, of the caller to the public safety agency so that they can use that information to index into databases. And those databases, of course, contain the location of the caller, for the most part that is what it is intended to include, and without that one cannot provide these services.

Emergency services would be entirely hampered without the ability of the end user to dial 911 and have access via the PSTN to the wireline 911 network. Further, without the selective routing component, one would not be able to deliver -- and without the selective routing databases associated with that component would not be able to deliver the call to the appropriate public safety agency responsible for response. And, of course, lastly, without the ability to display the location of the caller, the timeliness of the

response would be significantly impacted. Thank you.

Q Thank you. Can you please turn to Page 14 of your direct testimony.

A Yes, ma'am.

Q And just let me know when you are there.

A I'm there.

Q Here in your direct testimony you assert that to the extent applicable the terms and conditions governing the application of rates and charges be reciprocal. Could you explain what you mean by this and also explain the basis for your assertion?

A Can you identify, please, for me which lines you are looking at?

Q Sure. That would be Lines 1 through 3 on Page 14.

A Okay. I'm sorry.

Q No problem.

A Yes. What we are looking at here are broad terms and conditions beyond just 911, of course. And although I've pretty much indicated that -- I'm sorry, although I pretty much indicated that we intend to provide, currently intend to provide 911 as our core offering, clearly the 251 agreement goes well beyond that in the terms and conditions that govern the agreement. We are looking at other applications. Although we may not be offering those specific services at this time, those terms and conditions are important to us, so we believe

that we do need to have fair and reciprocal compensation statements in the agreement. And I'll end there at this point.

Q Okay, thanks. When Intrado Comm is chosen by a PSAP to provide 911 services in a particular area, it would need to interconnect or exchange traffic with all telecommunications -- hold on, let me start over again. I'm sorry.

When Intrado Comm is chosen by a PSAP to provide 911 services in a particular area, it would need to interconnect or exchange traffic with all telecommunications providers serving the area, is that correct?

A That is correct.

Q And would Intrado enter into some type of reciprocal agreement with those various carriers?

A Yes, we will in all cases. For those other carriers, wireless carriers, VoIP providers, we do have an agreement template that we worked up that we fully intend to negotiate with the appropriate carriers as well as with other CLECs. And, of course, they are not under the 251 rules, but they are basically a mirror.

Q Thank you.

A Let me correct myself. They are not under 251(c) rules. They are 251(a) type agreements.

Q Thank you. Could you please turn to Page 16 and look at Lines 12 through 16 of your direct testimony?

A Okay. What page was that, again, in my direct

testimony?

Q Page 16.

A Okay, thank you. I'm pulling that up. Please bear with me.

Q No problem.

A And lines?

Q Twelve through 16.

A Okay. Can you repeat your question, please? I'm sorry.

Q I haven't asked it yet.

A Oh, okay. I'm there. I'm at Page 16 of my direct testimony.

Q Okay. Here you discuss that the FCC's statement that an ILEC interconnection arrangement with another ILEC is evidence that a particular interconnection arrangement is technically feasible.

Did the FCC state that these technically feasible interconnection arrangements must be made available under 251(c)?

A If they are with an ILEC, I believe so.

Q And how would you these arrangements be priced or should be priced?

A I honestly don't know. Again, I'm not an attorney. I'm not certain how one should price those services for their interconnection costs.

Q Okay. I would like you to turn to Page 5 of your rebuttal.

A Okay.

Q And that would be Lines 3 through 7. And just let me know when you are there.

A What page, again, please?

Q Page 5.

A Page 5. Okay, I'm on Page 5.

Q Here you state that the FCC defines interconnection as the linking of two networks for the mutual exchange of traffic. Do you believe that all interconnection arrangements must be made available under 251(c)?

A Yes. Yes, I do.

Q Okay. I'd like to discuss your Rebuttal Exhibit TH-8. And here what I would like to ask is do you want the Florida Public Service Commission to evaluate the rates that you are proposing?

A If the Commission deems it appropriate, we have no problem with that. So I guess the answer is perhaps.

Q Okay, thanks. Can you switch back to your rebuttal testimony, and if you could move to Page 15, Lines 12 through 15. And just let me know when you are there.

A I'm there.

Q Okay. Here you discuss using the term designated versus primary to address the party that has been chosen by the

PSAP to be the provider of 911 services. According to statements made by AT&T's Witness Neinast during his deposition yesterday, he believes that this issue has been resolved and that the parties agree that the term designated will be used. Do you agree?

A That is my understanding, as well.

Q Okay.

A I think designated is appropriate. I mean, we could have used a different term like chosen, or what have you, but definitely designated is an appropriate term from my perspective.

Q Okay, thank you.

My next set of questions will be concerning Issue 4(a), and if you could please take out Intrado's response to staff's second set of interrogatories. And when you get there please move to Number 45. And that is your second set of interrogatories.

A Okay, I'm there.

Q Here the response asserts that it is in the public interest to require a minimum of two POIs for the mutual exchange of traffic between 911 networks. Intrado further asserts that the two POIs is consistent with the 911 network recommendation of the FCC chartered Network Reliability and Interoperability Council for best practice.

Can public interest play a role in Section 251(c)

arbitrations?

A Absolutely. You know, in this particular case, clearly the idea of having two points of interface into any network simply improves the reliability, and the primary intent of that is for the benefit of the public interest and the public ability to reach 911 services and to ensure the availability of those services.

Q So is requiring a minimum of two geographically diverse POIs for the mutual exchange of traffic between 911 networks an appropriate determination in a Section 251(c) arbitration?

A Yes. And Intrado, of course -- I want to clear up a little confusion, because I have heard the testimony of others in other depositions relative to where those POIs or where Intrado's points of interconnection would be. Clearly, Intrado has every intention of providing points of interconnection within the state of Florida. Not in Colorado, not outside the state, but within the state of Florida.

Along those same lines, I also want to comment that Intrado's network is a national network, and for providers that are not, that don't have their switching fabric within the state, there are alternatives for them to connect elsewhere in the nation with their interconnection rather than within the state and still be able to reach the appropriate 911 entity.

Q Okay. Can best practice as defined by the NRIC play

a part in Section 251(c) arbitrations, and if so, should it?

A I'm sorry?

Q Can best practice as defined by NRIC, or the National Reliability and Interoperability Council, play a part in Section 251 arbitrations?

A Yes, they can.

Q And should it?

A It most definitely should. You know, the best practices that were put together by industry, of which AT&T and others were a direct party to the creation of those best practices, basically did define how to establish reliable interconnections. And so citing those and complying with those where possible is, I believe, appropriately contained in 251 negotiations, 251(c) negotiations.

Q Okay, thank you.

Can you please refer to AT&T's response to Staff's Second Set of Interrogatories?

A Second set?

Q Second set. AT&T's Second Set of Interrogatories, Number 33.

A Thank you.

Q And at the end of this response, AT&T asserts that Section 251(c)(2)(B) clearly says that the requesting carrier, CLEC, must interconnect within the carrier's ILEC network, which is not what Intrado is asking to do. Intrado is

requesting to be treated as an ILEC when they are not an ILEC. There is no exchange area boundary. Do you agree with AT&T's response?

A No. I agree with their response that there are no exchange boundaries in the services that Intrado intends to provide. But I believe that Intrado Comm is entitled to and is seeking equivalent access provided -- that the ILEC provides to itself, its affiliates, or to other ILECs currently via oral agreements that they have in place. And I will go on to add to that that Mr. Neinast has pretty much implied and so have others that the selective router location serves as the point of interconnection for those types of arrangements. And in those ILEC-to-ILEC agreements, I understand, and, of course, since it is not documented it is hard to confirm, but I understand in many cases or instances the ILECs actually terminate at the selective router of other ILECs, or go to meet points for those interconnection to get their end users the ability to terminate 911 calls to the appropriate PSAP. Intrado's expectations are really no different than those that are employed in those scenarios.

Thank you.

Q Okay. If you could go ahead and turn to Number 36 in AT&T's Response to Staff's Second Set of Interrogatories.

A Okay.

Q Go ahead and take a minute or two to read the

response, and then just let me know when you are ready.

A Okay. I've reread it.

Q Okay. Can you tell me is AT&T correct in its response to (a)?

A Again, or I should say from my perspective they are not entirely correct in their responses. It appears they failed to understand that they do not have -- they are not the ALI and selective routing provider when they are not designated to provide those services and when those services have not been ordered from them by the public safety entity. So where the E911 controlling authority has subscribed to services from Intrado, Intrado is the one that will actually provide the ALI records, Intrado is the one that would provide the network and the interconnection to the public safety answer point. And they will -- they being the ILECs will not have an ALI database. They will have their own internal record systems, but they will not be the ALI database provider for those services. Nor will they be the selective router database provider, that will be Intrado Communications' role.

I also do not believe and do not agree that the line attribute routing, or what they term as class marking has to be a manual process. It has been demonstrated in other areas of the country that this process can be automated and has been automated for the execution of what they call class marking.

I would also like to make a distinction between class

marking and line attribute routing. Class marking primarily was performed using data and information that was not validated to a master street address guide provided by public safety. In many cases it was primarily -- the class mark routing was dependent upon the tax district which was not validated by any particular system. So, consequently, there was a potential for misrouting.

What Intrado has proposed through the line attribute routing functionality is that the data would be based on and predicated on the master street address guide, and where that subscriber fits into that guide, which is the same document and the same database that the ILECs have indicated they intend to use, or intend to basically access and create data routing tables in their selective router systems for. So it is the identical database that is being used in both applications. So I wanted to make that distinction. And, I'm sorry, it appears I might have moved into (b). So thank you.

Q Not a problem.

I guess my next question will be is AT&T correct in its response to (b), if you would like to add to what you have previously said?

A I think I pretty well covered that, and that is that it can be automated, number one. Number two, that line attribute routing is based upon accurate data tables that are also currently used by the ILECs in performing their existing

selective routing role, which is simply in most cases as I understand it a central office running a 911 application.

Thank you.

Q Can you specifically talk about AT&T's sentence where they say there will need to be trunk groups established for various traffic types, e.g., trunks for local and interLATA toll traffic separate from trunks for 911 traffic. How does that interrelate with line attribute routing?

A It doesn't have any bearing on line attribute routing. Trunks for 911 are dedicated to 911 today and they will be dedicated for 911 tomorrow. So the trunking application will not change in either environment, whether it is in Intrado Communications' environment or whether it is in the ILEC's environment. Trunks that are used for 911 will not also include toll or interexchange type traffic.

Q Okay. Is AT&T correct in its response to (c)?

A If the call is delivered, if a call is delivered to a point of interconnection on Intrado Comm's network, most definitely it needs to be selectively routed. And if I'm understanding the question right, yes, there is a selective routing function that has to be performed by the Intrado Comm network, but not by the respective ILEC.

The ILECs, where they are looking at -- and I will just comment, where they are looking at a primary/secondary arrangement, which is quite common in Florida as I understand

it, and in other parts of the country, as well, those configurations, basically the party that's doing the selective routing is the party that terminates the call to the public safety answering point. The party that is using their selective routing fabric to segregate the calls to send it to the appropriate selective router is basically just performing a sorting function, a call sorting function very similar to the function that we have asked for and recommend for line attribute routing. I don't know if I answered your question. Thank you.

Q Thank you. That's sufficient. One last question on this on this response.

Is AT&T correct in its response to (e)?

A Well, in their last sentence they make the comment that it makes sense that the party would use the same POI. Well, it makes sense for AT&T. It doesn't make sense for the rest of the industry, nor does it make sense for Intrado to use their POI. So, no, I don't believe they are correct.

From Intrado Comm's perspective, and maybe this isn't the appropriate place for this, but we have a perspective that the ILECs have deployed what we term a switch centric network. And, basically, they have more or less locked down their franchise areas by segregating those and putting selective routing switches in every LATA that they serve, and in some cases the same LATA.

And, quite frankly, to put dual tandems in one of the communities as it appears they have done in West Palm Beach simply doesn't make any sense. And in a hurricane prone area, to have the same city handling both -- you know, having both dual tandem routers sitting in the same community is kind of foolish from my perspective. And that is why Intrado Comm is basically the point in the network that is going to be regional in nature that will accommodate specifically states like Florida that have severe weather conditions and are at risk.

And I've got a comment, because I have heard it said in the past that inserting an additional stage of switching is not really inserting any additional risk. If that is true, then why would I ever deploy a dual tandem arrangement in the same community? The primary reason, the primary benefit of a dual tandem in the same community is purely because you anticipate there is a potential failure. So, I mean, it's kind of ridiculous to try to argue that there is no exposure by switching the call more than once.

So in answer to your question -- I'm sorry for the long answer -- but in answer to your question, no, I'm not in agreement with their response that it makes sense to put the point of interconnection in their LATAs. The LATAs really will have become less and less significant over time as public safety moves towards -- more and more moves towards national or towards next generation networks. And, of course, you know,

the infrastructure that Intrado is providing, although it is not next generation per the standards body, because there are no standards, it is as close to next generation as one can get today.

Thank you.

Q Thank you. If you could turn the page and refer to AT&T's response to Staff's Second Set of Interrogatories Number 37(a). If you just want to take a moment to refresh yourself on that, and go ahead and let me know when you are ready.

A Thank you. I'm ready.

Q If Intrado decides to interconnect at a point in AT&T's network other than the selective router, and is providing a service to a PSAP, will other carriers such as CLECs and CMRS providers need new facilities at Intrado's POI?

A No. I'm not certain. Can you restate that one more time, please?

Q Sure. If Intrado decides to interconnect at a point in AT&T's network other than the selective router and is providing service to a PSAP, will other carriers such as CLECs and CMRS providers need new facilities at Intrado's POI?

A No, they will not.

Q Why not?

A In essence, you know, I'm not certain I fully understand the question, but I will attempt to answer the best I can. You know, where we are talking about the

interconnection at POIs other than the ILEC's selective router, I think those are applications where we are sending services and transmitting services, transmitting calls to the ILEC, not where the ILEC is connecting to us. If the Commission decided that the POI for termination of ILEC traffic to Intrado was to be at the ILEC's location, that would still not enable the -- or would not require the other carriers to terminate at that same point.

As I indicated earlier, they can interconnect anywhere they want on our network and they might find it much more beneficial and reliable to connect directly to other POIs on our network. And, again, as far as the selective routers go, typically in Florida the selective routers are simplex, meaning there is only one selective router POI. That fails to accommodate the need to have diverse and redundant points of interconnection to our network. So it does not compliment or enable that capability.

So from Intrado's perspective, clearly we would expect each CLEC and each ILEC as well as every mobile provider, VoIP, what have you, to interconnect at points of interconnection on Intrado's network. Hopefully I have answered your question. Please ask me again if I did not.

Q No, that's good. Let me just follow up with would other carriers incur additional charges when Intrado is the 911 service provider?

A No. In fact, they may find some significant savings by being able to aggregate their traffic over one trunk group instead of having to go to ten separate trunk groups as they do in Florida today, or to go to two points of interconnection instead of ten. Initially -- you know, granted, initially there may be a requirement to have connections to both AT&T's selective router as well as to Intrado Comm's for the purpose of terminating calls to the appropriate public safety agency. But in the final analysis, they will most likely find it beneficial to terminate directly to Intrado's point of interconnection. And, further, over time will easily be able to do so using IP technologies for that point of interconnection instead of the TDM technology that is currently employed.

Q Thank you. If you could turn to the next page and look at AT&T's Response to Number 37(b).

A Yes.

Q Is AT&T correct when it asserts that carriers' efforts to aggregate traffic may have a negative impact on diversity?

A No. Aggregation has nothing to do with diversity. Diversity has to do with facility routes. I should say facility transport as well as, perhaps, switching fabric that are in separate geographic locations. Aggregation of traffic really has no bearing on diversity. And specifically that's

part of the rationale and the reasoning why Intrado Comm establishes a minimum of two and encourages all providers to interconnect to more than two, perhaps as many as three points of interconnection. The more diversity one has, the more reliable and resilient the network will be for them. Thank you.

Q Thank you. If you could turn to Staff Interrogatory Number 39, which I think is two pages from where you are now. If you could go ahead and review those responses for me and let me know when you are ready.

A Okay. Thank you.

MR. CARVER: Hello?

MS. TAN: Yes.

MR. CARVER: I'm sorry, I thought we lost you.

MS. TAN: You didn't lose me. Do we still have Intrado on the line?

THE WITNESS: Yes, we are. And I'm ready to respond to your questions, I hope.

BY MS. TAN:

Q Okay. In response to AT&T's Response to 39(a) --

A Okay.

Q -- do you believe that AT&T -- I mean, do you believe that the best place for the POI is at an end office or tandem building?

A I believe that -- for the purpose of 911, clearly,

you know, I think Intrado has a belief that -- and you asked me my belief. My belief is that the selective router is the appropriate location for 911 traffic, regardless who the provider is. In the case of Intrado Comm where we are the provider, that is why we have asked for that point of interconnection to be at our selective router access point, and which is really comparable and equal in quality to that currently employed by the ILECs.

The ILECs have every expectation that all carriers will come to and terminate traffic destined for PSAPs they serve at their selective router location, and that seems appropriate. It wouldn't be appropriate, though, necessarily to terminate toll traffic to that same location, because that may not be the toll office for that particular area.

So there may be multiple points within the network. But, ultimately, again, you know, it's common knowledge that the ILECs typically require all CLECs to interconnect at their 911 networks where they are the ILEC where they are providing selective router service. In the case where Intrado Comm comes into the environment and offers a service to a public safety, the ILEC is no longer the selective router provider. So, therefore, the appropriate place for termination of that traffic is at the Intrado Comm selective router access point, which, in essence, are our gateway switches within Florida. I'm hopeful that answers your question.

Q That's sufficient. Thank you very much.

If you will now turn to 39(c). My question is will Intrado have non-911 traffic?

A Perhaps at some point in time. Right now at this point in time our primary core business and our core offering at this point is the 911 service offering to public safety entities. At some point in time, given our current CLEC status, we may opt to offer other services, but right now that is not the primary focus of Intrado.

However, the potential to offer those services at a later point is part of the other reasons why we are seeking an entire 251(c) agreement, not a partial agreement. Thank you.

Q Okay. If you could now turn to Number 41. And go ahead and read that and then let me know when you are ready.

A Thank you. I believe I have read it.

Q Does Intrado agree that for the PSTN traffic reciprocal compensation is appropriate?

A Yes.

Q Okay. And in the second paragraph AT&T asserts that Intrado is clearly attempting to disallow AT&T Florida from being compensated for the cost of its facility transport. Is this correct?

A No.

Q Why not?

A I don't think we have taken any action that precludes

them from recovering that cost from whatever Commission-approved avenues that have been set up for them to do so.

Q Okay. If you can flip to Number 46.

A Thank you.

Q And look at the second paragraph.

A Yes.

Q Do you agree with AT&T's response?

A Okay. Can I have your question again, please?

Q Sure. Do you agree with AT&T's response?

A No, I don't. Firstly, where they indicate that the Intrado proposal omitted it entirely from the definition, it wasn't as if we were intending to take out the definition of POI altogether. It was my understanding that it is further defined in the terms and conditions sections of the agreement. Furthermore, in a competitive environment it is my understanding that each party becomes responsible for their own cost of interconnecting to the networks. Specifically, to the selective router location as is currently executed and performed in the legacy environment today.

Q Thank you.

Can you go ahead and turn to Number 50. And here AT&T asserts that Intrado's proposed language in Section 4.2.1 creates an obligation to interconnect on Intrado's network beyond what is required of AT&T by the Act. Do you

agree with that statement?

A I'm looking at that. Thank you. If I could have a moment.

Q Take your time.

A Okay. I have read it. And, no, I don't agree. Again, my understanding is that there are oral arrangements between ILECs that have the ability for them to connect to each others network or at points on each others network that are, again, undocumented, and that is the equivalent types of interconnection that we are seeking is parity with those types of interconnections. Thank you.

Q Thank you. Do you have a copy of AT&T's amended prehearing statement?

A Amended?

MS. KISER: Ms. Tan, it's actually included in the prehearing order, isn't it?

MS. TAN: Yes. You can use that, also.

MS. KISER: Yes.

THE WITNESS: Okay. I've got that, yes.

BY MS. TAN:

Q Okay. And if you could go ahead and look at Issue 4(c), and just let me know when you are ready.

A Okay, I'm ready.

Q Do you agree that the appropriate location for a midspan meet is at AT&T's selective router?

A No, I do not.

Q Why not?

A Well, again, Intrado Communications does not have a franchised area, and so it does not have the benefit of negotiating meet points like the ILECs do with each other. So from that perspective, you know, it's our belief that a meet point can be at any location between the parties' networks and does not need to be at the location specified by AT&T. That is our understanding. And, basically, we have offered language that reflects that position.

Q Thank you. If the Commission determines that Intrado's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A It basically should have none. Yes, it should have no bearing.

Q Okay. And, conversely, if the Commission determined that AT&T's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A None.

Q Okay. I would like for you to go ahead and turn to your direct testimony.

A Okay.

Q And the next set of questions I will be asking you

will be in regards to Issue 6. And if you could turn to Page 33 and take a look at Lines 1 through 11. And let me know when you are ready.

A Sure.

Q Here you testified that AT&T's language requires Intrado Comm to provide trunk forecasts to AT&T and that there is no reason that the obligation should not apply equally to both parties. Has Intrado Comm and AT&T Florida agreed that the trunk forecasting requirements should be included in the interconnection agreement on a reciprocal basis?

A I've got to look at the issue.

Q Take your time.

A It's not resolved to my understanding. It certainly should be resolved, because most definitely both parties have an equivalent need to know what the future needs for interconnection will be so they can actually build and build-out that network in advance of the need. Failure to do so results in poor quality service. So both parties have an equivalent need for sharing forecasted trunk requirements.

Q Thank you. Do you have a copy of AT&T Witness Neinast's direct testimony?

A Yes, I do.

Q Go ahead and switch to that. And if you could please turn to Page 46.

A That was direct?

Q Yes, that is direct.

A Okay, I'm there.

Q Okay.

A And what line, I'm sorry?

Q Lines 12 through 15. And here he states that the dispute centers around the initial forecast that AT&T Florida requests from Intrado Comm. So what I'm am looking at here is states that the dispute centers around the initial forecast that AT&T Florida requests from Intrado Comm in ITR Section 6.1. Do you see that?

A Yes, I see where he said that.

Q And does Intrado Comm agree that the dispute centers around the initial forecasts that AT&T has requests from Intrado?

A Yes. It really involves several contract provisions, and I think I would have to go back through all the referenced agreement points to make a determination on that. Section 6.1, 8.6, and 8.6.1 of the ITR come into play here, so I would have to look at those. If you want, I can do that.

Q Yes, please.

(Pause.)

A From what I can gather, 6.1, Section 6.1 of the ITR, and this particular comment that's made here, to my understanding the dispute is centered on the fact that we are attempting to make it reciprocal. Although that is not what is

stated in Mr. Neinast's testimony, that's our understanding of what the issue is, is that AT&T did not want to provide forecasts to Intrado Comm. We have no problem in providing forecasts, initial and on-going, to AT&T where we have a need to purchase interconnection from them.

Q Thank you. So in Mr. Neinast's direct testimony on Page 46 he also testifies that AT&T has requested initial trunk forecasts from Intrado Comm because such forecasts are needed to size the trunk groups properly before adding new traffic. Do you agree that this is a valid reason for requesting initial trunk forecasts?

A Yes, absolutely. And I have an equivalent need where I am the network provider, but I think it is a parity that parties do exchange and operate reciprocally on this issue.

Thank you.

Q Okay. Why should AT&T be required to provide Intrado Comm its initial trunk forecasts in the interconnection agreement?

A Because the whole agreement is about interconnection, and without that there is a potential that there could be delays in rolling out the service offerings. So it's important that Intrado knows how to size trunk capacities within their switching network that will be requested by AT&T in advance of actually deploying the service.

Thank you.

Q Thank you.

Do you have Intrado's response to Staff's First Set of Interrogatories?

A Yes.

Q If you could look at Number 32?

A Okay.

Q Do you agree that Issue 6 addresses trunk forecasting, ordering, and service grading requirements for which Intrado Comm testified should be included in the interconnection agreement on a reciprocal basis?

A Yes, I do.

Q And does your response to Interrogatory 32 address the trunk forecasting requirement?

A I'll will have to take a look. Give me a moment, please.

Q Okay. Thank you.

A Yes, it does address the forecast.

Q Okay. And can you clarify and explain your answer then on trunk forecasting?

A Again, the intent of the forecast is to know how to size your network, and by having the forecasts you can more readily accommodate the interconnection needs for growth purposes, primarily, if you know what those forecasted traffic loads will be. Failure to properly size has a direct impact, and it's especially critical when we are dealing with the vital

service of 911 where you don't want to have any blockages at all if you can at all help it. You want to minimize the blockage to at least a PO1 grade of service.

Q And does your response to Interrogatory 32 address also the service grading requirement?

A Yes, it does. It identifies that Intrado's objective is to basically comply. And although I don't know what Florida Statutes call for, or rules, PO1 grade of service is pretty well standard throughout the industry for communications such as 911.

Thank you.

Q Thank you.

Does grade of service information that you mentioned in your response to this interrogatory apply to trunk forecasting in the service grading requirements listed in Issue 6?

A I'm sorry, I had you muted. I just gave my answer. I get to do it again. One should definitely take into consideration the grade of service when developing their forecasts. In fact, it's the primary driver of making the forecasts, and all trunk quantity should be tempered based upon the grade of service one is attempting to achieve. So, consequently, yes, it is important that the grade of service be a factor when making one's forecasts. I hope that answers your question.

Q That's good. Thank you very much.

The next set of questions I have will concern Issue 7(a). And the first question I have is did you file rebuttal testimony on this issue?

A I will have to look. I believe that was addressed -- 7(a) was addressed by Ms. Clugy.

Q Okay. Thank you very much.

A As part of her response in 7(b).

MR. CARVER: Before you ask your next question, let me ask something. This is Phil Carver with AT&T.

During these long pauses between the questions and answers, is Mr. Hicks muting the phone every time?

MS. KISER: No, he's not.

THE WITNESS: No, not every time. There are periods when I mute the phone primarily because we are shuffling a lot of papers. If that is a problem, I don't see a problem with leaving it on.

MR. CARVER: Yes, I would prefer that you do. Because I just want to be sure that we are getting Mr. Hicks' answers and not a collaborative answer.

THE WITNESS: That's fine.

MR. CARVER: Thank you.

BY MS. TAN:

Q If you could go ahead and -- do you have Witness Neinast's rebuttal testimony?

A Yes, we do.

Q If you could go ahead and look at Page 14, Lines 6 through 16. Are you ready?

A Yes, I am.

Q Is it still Intrado's position that 30 days written notice is appropriate for changes in switches?

A I believe that the difference here -- and the answer is yes and no. Clearly when we are talking about switches, and that is where the complexities comes in as well as growth adds, rearrangements. In some instances rearrangements are quite simple, and in other instances they are very complex. And depending on the scope of the changes, clearly one could say 120 days is definitely required. If we are talking about actually deploying an Intrado Comm selective routing system in a given area, clearly 120 days notice is probably going to be required.

In other situations, and that's where I think we had the greatest disagreement, is the language was too broad, and there may be situations where I'm simply rearranging a few circuits or installing what we call a gateway switch which should take far less than 120 days to execute those types of services. I think from my understanding of the issue is that the language is so broad as it's stated right now that it identifies 120 days for all situations, and we just believe that that is too lengthy of a period in many of the scenarios

that could apply here. Thank you.

Q Can we go ahead and look at your direct testimony.

A Yes, ma'am.

Q And if you could turn to Page 34?

A Okay.

Q And we are looking at Lines 17 through 19. And in this section of the testimony you assert that other than routine discussions between the parties' operational personnel, no further notice or action should be needed from Intrado Comm to implement the interconnection arrangements set forth in the agreement.

Can you please give us a couple of examples of routine discussions?

A I need to read the section a little bit. If you can give me a little time.

Q No problem.

A Yes. Where I'm looking at at this point, we are talking about -- when I talk about routine discussions, we are talking about projects or programs, project management conference calls as being routine discussions between operation personnel. So that's, I believe -- and primarily during periods of initial implementation or major projects, regroom, rehome, not for simple trunk additions.

Q So within those routine discussions, what kind of topics would be discussed?

A Well, typically one would talk about the quantity of trunks involved, where the trunks are serving or who those trunks will be serving. It could be involving exchange of -- I mean, if one was in a primary/secondary, it would clearly involve exchange of routing information. It could involve alternate routing and who is responsible for placing orders and things of that nature.

Q Would it also involve discussions regarding switches?

A It very well could, depending on -- again, I come back to the definition of switches. If you mean central offices, most definitely that would be a project. So it very well could be. If we are talking about, you know, gateway switches, you know, again, I'm not certain that those gateway switches would necessarily equate to a full project. It depends on whether you are putting those switches in for growth or to replace some other arrangement. Did that hopefully answer your question.

Q Yes, thank you.

What happens if Intrado's proposed language is approved and there is a disagreement between Intrado's and AT&T's operational personnel?

A In relation to what? Can you perhaps -- you mean if the agreement is approved, but there is not an agreement on these types of calls?

Q Actually, if there is a disagreement, will the

interconnection agreement have procedures in place to handle the disagreement?

A Yes. I believe the agreement does already contain some language for dispute resolution.

Q Okay. I'd like to go back to AT&T's responses to staff's second set of interrogatories, and I'd like to look at Number 43. So just let me know when you are there.

A AT&T's Responses to Second, did you say?

Q AT&T's Responses to Staff's Second Set of Interrogatories.

A And Issue 34?

Q 43.

A I'm sorry.

Q No problem.

A I'm there.

Q Do you agree with Mr. Neinast that establishing a new POI or facilities in a previously unserved LATA would be a major change?

A Yes, I would say that would constitute a major change. That is the equivalent of a rehome or a rehoming of connections, yes.

Q And is he correct when he asserts that without AT&T's Section 5.1 there would be no definitive rule to follow and each incident would require manual intervention and interpretation?

A I need to look at 5.1, please.

Q Take your time.

A I think the section is appropriate, and I would somewhat agree. In 5.1 there's a need -- and I'm looking at it now. I think part of the issue that we had with 5.1 wasn't that 5.1 shouldn't exist, but the issue was that there was an automatic expectation that Intrado Comm would always follow the CLEC handbook published on the CLEC website, and that level of commitment which -- you know, that document, as I understand it, could be changed at whim by AT&T. It is not part of the agreement. I think that was part of the issue.

So, I don't know if I answered your question, but I guess, yes, I would agree that we need a 5.1 type of a provision of notification, yes.

Q Okay. Is Mr. Neinast correct when he asserts that a new interconnection arrangement for a LATA requires the parties to meet and exchange data relating to POI location, the amount of traffic forecasted to be exchanged, and the type of trunk groups to be established?

A I think that, yes, most definitely there would be a need to have that kind of dialogue between each other and to meet and cooperatively work to resolution. I don't know that -- but from our perspective, clearly that does not have to be a formal interconnection agreement or a standalone agreement to move forward. I think it is one of information sharing that

occurs every day amongst providers.

Q And is he correct when he asserts that Intrado opposes any meeting between the parties' engineers to exchange and agree upon this type of information?

A Absolutely not.

Q If you could please turn to AT&T's Response to Number 44?

A Okay. I've got it in front of me.

Q And is Mr. Neinast correct when he asserts that it appears that Intrado was attempting to interpret 911 NIM Section 5.3 to address the addition of facilities or POIs?

A I'll have to look at 5.3.

Q No problem.

A Clearly, you know, one of the issues, again, becomes the time frame, the 30 and 120 days issue. And, again, I think the intent here was to give each party the authority over their network, to modify their network as they deem appropriate. And this particular section is primarily just dealing with notice. So the issue, once again here, was the time frame for how much notice has to be provided between the parties. And as I indicated before, that will depend on the scope of the change as far as how much advance notification each party needs.

Q Okay. In the second paragraph of the response to A, AT&T asserts that Intrado's language has the potential to create many short interval projects that could end in a major

911 outage. Is he correct in that statement?

A No, he is not. And that is part of the reason why you do have those calls and that dialogue occur and you work cooperatively with people. I don't believe that it has any bearing on or poses any risk by having projects that are short in nature, and that 30 days really should be sufficient for most projects.

During that 30-day interval that you have given that notification, part of the effort would be to schedule probably a call to sit down and jointly determine how long each party needs to be able to effectuate the actual changes that are necessary. Perhaps even to explore methodology for how you will execute the change or perform testing to ensure that you don't have any outage conditions. So, you know, to think that somebody is going be just crashing this stuff in is just totally wrong.

Q If the Commission determines that Intrado's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A It could have an impact from the standpoint of it could enable accelerated installation and deployment of services, especially if we are dealing with growth or even rearrangement. It has a significant impact if there are delays built into the process simply for the purpose of -- that are

unnecessary and perhaps extensive. And so that's why I say what we are dealing with here is notification, not necessarily the actual date of execution of changes or activities. Excuse me, I need to take a drink.

So, you know, from my perspective definitely it could have an impact on how quickly one is able to augment their networks or deploy their networks for the benefit of 911. Especially if there is a fixed lengthy time frame before those circuits could come into activation.

Thank you.

Q Thank you.

And if the Commission determines that AT&T's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of the consumer to reach 911?

A It has the potential -- if it's an automatic fixed quantity of time, it does have the potential of impacting the 911 capacity because it could delay the activation of new circuits or new provisioning. So that's how I perceive it.

Q Okay. The next set of questions I have concerns Issue 8(a). And if you could go ahead and take a look at Mr. Neinast's rebuttal testimony and turn to Page 15, and we're looking at Lines 8 through 14.

A Page 15, 8 through 14?

Q That is correct.

A Okay. I'm reading it now. Looking at it, yes.

Q Okay. According to Mr. Neinast, in this section he asserts that there are two main disputes, and that the first dispute concerns the term ALI interoperability, and the second dispute is Intrado's proposed language in Section 3.4.5 that obligates AT&T Florida to work collaboratively to maintain steering tables in Intrado's network.

A Okay.

Q Do you agree that these are the main disputes between Intrado and AT&T?

A For 3.4.3 --

Q 3.4.5, I'm sorry.

A Okay, 3.4.5. I'm looking at it. Yes, I believe that that is the main dispute.

Q Are there any other disputes?

A Well, let me correct myself, okay. Because what he does indicate is that Intrado proposes an undefined, vague, and ambiguous term, ALI interoperability, in its testimony. I think that although it may not be defined in the NENA glossary or things of that nature, it was explored and it discussed what was intended by ALI interoperability. And basically that is the main dispute is that, you know, from Intrado's perspective there is the ability to work and have ALI systems work -- I should say interoperate with other ALI systems, as AT&T has done in Texas and to my belief and to understanding also in

California.

So, you know, I think it's pretty well known what that ALI interoperability should be, and I will be happy to define it if need be, or when you believe it appropriate.

Thank you.

Q Could you go ahead and define that for me?

A Okay. I figured that would be the next question. ALI interoperability from Intrado Communication's perspective is basically we have looked at two different scenarios with that. One is where a record during an ALI look-up, when a call comes in for public safety, one of the first things that happens is it utilizes the ANI to actually dip into the ALI database system and retrieve the caller's location information.

If for some reason that caller's information has to be transferred to another PSAP, who is served by a different ALI system and a different 911 network, the expectation was that there would be the ability to, when that call is transferred, also transfer the ANI of the caller, and then from the receiving PSAP be able to do a look-up and recognize that the record is not in their ALI database, but instead steer over to the other database party to retrieve the ALI information. That way on a call transfer in that scenario, basically there would be the ability to access the other party's ALI system even though they are served off of another network.

The other aspect of ALI interoperability which is

probably more critical to public safety today is the ability on call transfers that are transferred between selective router networks to be able to retrieve the ALI information of wireless and VoIP callers. And we may explore that later in our discussions, but basically that's where you are dealing with ALI steering tables. And what, in essence, happens is when the call is transferred today in the current environment between ILECs and between their respective 911 networks, the call is transferred with the ANI, or I should say with the pANI, pseudo-ANI number that is associated with the call, but the receiving party does not have a corresponding entry in their ALI steering table so no location information is available for that call that the party is transferred to.

Now, if the parties work cooperatively, and that's what Intrado is seeking, as basically, I believe, AT&T does in California, where you synchronize your steering tables in a cooperative manner, then when that call is transferred from one 911 network to another 911 network, the ALI is presented to the call-taker that the call is transferred to. And Intrado firmly believes that is a critical element of 911 and it definitely translates to saving lives, as everyone knows, by having location information presented.

And especially if that allocation information is from a wireless caller, which commonly -- it is very common for wireless calls, because of their jurisdictional or because of

their serving areas of their towers and their sectors, it's very common for those calls to have to be transferred to another 911 PSAP. And if they are served off of differing 911 networks, those PSAPs, then the potential is there for no ALI to be presented on that call.

Hopefully, everybody understands what Intrado Comm is meaning by that ALI interoperability. It is the operability of either having blanks or no record file steering to reach into another party's ALI system, or to the other provider's ALI system for no record found when no record is found in the existing 911 database. And it's also for the purpose and represents synchronization of ALI steering tables utilized for wireless and VoIP today and probably new technologies tomorrow.

Thank you.

Q So is ALI interoperability based in public interest or law?

A It's based predominately in public interest and public safety expectation. One could possibly say it is also involved in law where requirements are that wireless carriers provide Phase II on 911 calls and where those calls are transferred they are no longer able to provide the Phase II data. So to some extent it might be on law.

In some states, for example, in California the 911 program office has pretty much placed the requirement, to my understanding, on the ILECs to interoperate in that fashion for

wireless and for VoIP, or at least for VoIP. I'm not certain about wireless, but most definitely for VoIP. Nomadic VoIP I'm talking, of course.

Thank you.

Q Thank you.

If you can go back to Page 16 of Mr. Neinast's rebuttal testimony, and look at Line 9. He states that ALI interoperability is a non-standard protocol. Is that correct?

A There are industry -- no, he is not correct. There are industry standard protocols. Some of which his technology is probably not capable of supporting that are recent standards in the industry. Others he is capable of supporting. He currently can support E2 and E2 plus type interfaces, which are commonly used to any third-party provider and which could be utilized in this type of application when we are talking about the no record found.

When we are talking about ALI steering, the protocols have nothing to do with this factor at all. It is only where you have linkages between the systems that you have protocol differences that might come into play. Initially, Intrado suggested the use of PAM (phonetic) protocol. PAM protocol is not an industry standard, it is more of a de facto standard that was applied throughout the industry in various areas where they did have this capability. It's a standard -- I will again say it is not a standard, excuse me, but it is a protocol which

is eventually being discontinued.

However, Intrado Comm is agreeable to work with the ILECs, and that is why we say work cooperatively to come together and establish an appropriate protocol to effectuate the ability to do what Intrado is seeking to do here. So we've, in essence, taken out any language specifically stating a preferred protocol.

Q Thank you.

Can you go ahead and take a look at the prehearing order. And go ahead and look at Issue 8(a), and we are going to take a look at AT&T's position on this issue.

A Okay. I'm looking at it.

Q Okay. And AT&T's position asserts that steering tables are internal proprietary routing translations for which each carrier is responsible. Do you agree with AT&T's position?

A No, I do not.

Q And can you explain?

A Well, to my knowledge they are not proprietary at all. The pANI information that's loaded into steering tables actually in the current environment can be obtained from -- excuse me, they can be obtained from New Start (phonetic), who is the administrator for the national pANI administration. Now, they have not taken on the full task of wireless as yet, but they are moving and evolving into that direction. PANI

numbers, and that's what's going into these steering tables, basically, again, are assigned in many cases by the ILECs and in some cases by many of the VPC providers. They are involved in the provisioning and use of pANI numbers; pANI, again, being pseudo-ANI. They are basically just an index number. So I don't agree that the numbers are proprietary.

What is possibly proprietary is the information contained inside those tables that are unique to the switching requirements of that respective provider, and that's not the kind of information that would be typically shared, and even if it was it would be meaningless data. The reality is that the pANIs and not proprietary to the ILEC. They might be proprietary, if anything, to the carrier or to the business that acquired those pANIs.

Hopefully, that answers the question.

Q Yes. Did you say VPC?

A Yes, voice positioning centers. Voice positioning centers in some portions of the country are assigning their own pANI numbers where an ILEC does not typically assign them today. PANI numbers in most cases are nondialable numbers. They can be dialable and they have been for some wireless areas, but for the purpose of what we are talking about here, for the most part they are a pseudo-number, and it's used in the NXX, it would be either 511 or 211, and they are assigned by the ILECs. AT&T assigns theirs. Verizon assigns them.

Intrado, Inc. Assigns for several telephone companies directly themselves. I mean, they don't assign for them, but they are authorized to make assignments.

So it's not information that is proprietary to the ILEC from our perspective. And so I believe -- but, again, for the public benefit it only makes sense to do what we are proposing be done here. And, furthermore, it is already done throughout the state of California for VoIP. So it's a common practice in that area. And I'm not aware of any difficulties that the ILECs have had in doing this in a cooperative manner.

Thank you.

Q Thank you. In its last sentence of its position statement for Issue 8(a), AT&T states that it proposed to share information necessary to route between networks, but not within AT&T Florida's network. Is Intrado asking that AT&T share information within AT&T's network?

A I am not certain I understand Mr. Neinast's response here at all relative to that. Again, the information that is asking to be shared is the actual pANI numbers and the identity of the parties that -- the third-party database associated with those numbers that was provided to them by the third-party providers.

Q Thank you.

And if the Commission determined that Intrado's proposal for this issue is the appropriate one, what impact, if

any, would this decision have on the ability of a consumer to reach 911?

A A significant impact. Well, let me back up. In response to your question, it would have no impact on the ability to reach 911, but it could have a significant impact on public safety's ability to respond to that 911 call.

Q Okay. And if the Commission determined that AT&T's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A Again, it would not have an impact on the consumer's ability to reach 911, but it will have an impact on the ability of public safety to respond to that 911 caller on receiving calls transferred to them from another 911 provider.

It should also be noted that in a competitive environment where a public safety entity chooses to step outside of the existing legacy 911 network, that without this capability they will lose some functionality to be able to continue to get the ALI on calls that are transferred to or from their PSAP, on wireless calls and VoIP calls that are transferred to and from their PSAP. Without the cooperation amongst the ILECs, they will lose feature functionality. That would be a significant loss to them. So it's important that this particular provision remains, otherwise PSAPs and the customer lose functionality.

Thank you.

MS. TAN: Thank you.

At this time why don't we go ahead and take a five-minute break.

MS. KISER: Thank you.

MS. TAN: And let's go ahead and pick up back up at 10:55. Thank you.

MS. KISER: Thank you.

(Recess.)

MS. TAN: Are we back on the line?

MS. KISER: Intrado Comm is here.

MR. CARVER: AT&T is here.

MS. TAN: Okay. All right.

BY MS. TAN:

Q Mr. Hicks, these next questions that I will have for you are going to be in regards to Issue 29(a) and 29(b).

A Okay.

Q Can you please provide a general overview of Issue 29 and what you believe the disputes are between the parties on this issue and its subparts?

A Okay. Let me look at it first. The issue from my understanding was that the language was too broad and vague, number one. And, number two, that we shouldn't need to pay for something we don't use. Although this won't have a significant impact, it won't have any impact, to be honest with you, on

rollout of 911. At some point in time, as I indicated earlier, Intrado Communications may wish to engage in other types of activities where this could have a lasting impact. So I hope that answers your question.

Q Thank you.

Could we go ahead and look at AT&T Witness Pellerin's rebuttal testimony. And if you could flip to Page 3 for me and look at Footnote 2.

A Yes, I'm looking at it.

Q In Footnote 2, Ms. Pellerin states that there is a language dispute in Issue 29(a) that does not exist in the nine-state template. Do you agree with that statement?

A To be honest with you, I don't know, because we chose not to utilize the nine-state template that AT&T provided. Basically, they provided us two networks, and it's my understanding we didn't have to use either one, but we found that the 13-state covered a much broader area of the country, thirteen instead of nine, and so we moved in that direction, and started negotiations utilizing that document.

And it was Intrado's expectations from the very beginning, as we have indicated before, and in your testimony that we had requested a 22-state, one agreement, footprint-wide and was told, of course, that wasn't available. So our hope and desire was to utilize one agreement, the 13-state agreement, and we felt that that was the most comprehensive and

basically the best document to work from. And apparently AT&T must think so, too, in at least thirteen states of the country. So that's my thoughts on the footnote.

Q Okay, thank you.

If you could go ahead and look at Ms. Pellerin's direct testimony, and when you get there go ahead and look at Pages 48 through 51.

A Okay, I'm there.

Q If you could look at Page 49.

A Okay.

Q And we are going to look at Footnote 40. And Footnote 40 states that the nine-state region comprised of the former BellSouth states bills intercarrier compensation based on factors rather than actual usage. If this is the normal practice for the nine-state region, why is this not acceptable to Intrado?

A Well, the bottom line is that hasn't been proposed. When we had our discussions on thirteen-state versus nine-state, you know, we reached out to AT&T and explained to them that we would be more than willing to take those portions of the nine states that they found to be critical and to be driven by either their operational aspects or by the actual state requirements of the state. We were more than agreeable to integrate those into the thirteen states. It is not uncommon to call out specific states within an agreement for

certain segments of the agreement.

Unfortunately, AT&T never responded with which sections of the nine-state were absolutely critical. It was just an all or none. And, of course, Intrado Communications found that as being, you know, having to start all over negotiating a separate agreement. In essence, we just deemed that as inappropriate and we believe that they, you know, should be working off of one agreement with us.

And so bottom line, we didn't put a lot of energy into analyzing their nine state. For all I know, if we were to accept that proposal, we would have had just as many issues, perhaps more issues if we had adopted the nine-state as the document for negotiating. So, you know, for the most part we moved forward with the thirteen-state. We know we are going to need that agreement in at least thirteen states, so that's where we are at. And as far as the methodologies, I would have thought that an ILEC ought to have consistent methods for how they calculate these types of rates and the rounding and so forth. I would think they would be consistent across their entire company and not have unique practices, you know, because of their internal system limitations.

Q Okay, thank you. Why don't we go ahead now and take a look at Intrado's response to Staff Interrogatories Number 16, and that is going be on Page 10.

A I'm sorry, did you say Issue 10?

Q No. Page 10, Number 16.

A We are there.

Q All right. And this interrogatory asks about Intrado's objections to AT&T's proposed language for pricing ordered services or products not contained in the interconnection agreement and for which there is no tariffed rate. If a product or service is ordered that is not contained in an interconnection agreement, do you agree that AT&T will reject that order?

A If they do not provide that service to -- either via tariff or via to other parties in the industry, is that what you mean?

Q No, if it's not contained in the interconnection agreement.

A I honestly don't know whether I would agree that they should be able to deny that request. If it's a service they provide to anybody else, it would seem that I ought to have an access to that equivalent service.

Q Can you take a look at Ms. Pellerin's direct and look at Page 52.

A Okay.

Q And go ahead and look at Lines 6 and 8. And would you agree or disagree with that statement?

A You know, I honestly don't know. I don't recall. Let me read this again. I'm not aware that they would reject

an order if it wasn't contained in the agreement. Again, I will come back to say that if they provide the services to others, I should have access to those services. I should say if they provide equivalent services that I'm requesting to other CLECs, it would seem appropriate to me that I should be able to get them even though those services are not called out specifically in the agreement.

Q Okay. Is it your position that if there is no tariffed rate, no rate can be charged until the Commission approves a rate under the Section 251/252 process?

A Can you repeat that one more time, please. I didn't fully understand.

Q Sure. Is it your position that if there is no tariffed rate, no rate can be charged until the Commission approves a rate under the Section 251/252 process?

A I would say that seems appropriate, but I honestly don't know for certain. I don't know how to respond to that.

Q And if the product or service being ordered is not subject to the 251/252 process, can they just --

A Okay. Can we back up to your earlier question. Was that in reference to services that are typically offered under a 251/252?

Q No, this is any product or service that you are requesting that is not included in the interconnection agreement.

A If it is tariffed, most definitely I should be able to have access to it. And especially if it's a non-251 type of service offering.

Q Available at the tariffed rate?

A I assume I would get that at tariffed rates, yes.

Q Okay, thank you. Let's go ahead and take a look at Intrado's response to Staff Interrogatory Number 20.

A Okay. I've got it in front of me.

Q Okay. This interrogatory addresses Intrado's proposed language in pricing Section 1.10.1. And your response is that it would be appropriate to require that either the rates are mutually agreed to by both parties or the parties accept the rates the Commission approves, is that correct?

A Yes.

Q And so, if so, is there any remaining dispute to the language in pricing Section 1.10.1?

A I don't have that in front of me. Give me a moment.

Q Go ahead.

A If I understand what's being stated, in my response to your last question I would say there is no dispute if they -- they being AT&T -- have reached agreement on the language that we submitted, which basically said that we would, you know, reach either a mutual agreement of a specified rate, or pursuant to the process that was provided by AT&T. So I don't believe there is any dispute here that I'm aware of.

I am not aware of any dispute relative to that particular language. It's identified as open, but I think it is because we have not received any formal response from AT&T to the language we proposed.

Q It's my understanding that there may be a dispute with the use of the word and as opposed to the word or in the pricing Section 1.10.1, that AT&T may have a dispute that if the parties have reached mutual agreement of the specified rate and the Commission has approved pursuant to the following process. Is there a question between the use of and or the use of or?

A That may have been the case. I'm looking at it. Can I take a moment and look at it?

We'll have to get back to you. Clearly there was a dispute over the and or, and that is not shown in the copy that I have here. I apologize for that. But we will have to take another look at this and respond at a later time, if possible.

Q Okay. How is interselective routing transfer currently handled by Intrado Comm?

A How is selective routing handled by Intrado Comm?

Q Interselective routing.

A Okay. Basically, of course, Intrado Comm has not, as yet, deployed its 911 services in Florida as yet. The expectation is that Intrado Comm would work with the ILECs to enable the ability to have interconnection trunking and

interselective router trunking established between the two selective routing fabrics, and that those trunks would be utilized and accessed when calls are transferred from a public safety answer point to another public safety answer point served by the other provider.

The expectation is that those would be SS-7 type interconnections where possible, and pretty much that's universal across Florida today where selective routing is provided. And, of course, the other aspect is that Intrado, again, is trying to gain support from the ILECs for the insertion of provisions for synchronizing steering tables which significantly impact the ability to transfer calls.

But, basically, both parties in the scenarios that I am talking about there is basically -- on call transfers there is basically two different modes of operation and methods of operation that could come into play. One is where the trunks -- one establishes trunks on a dedicated basis to the PSAP that's being transferred to, even though it traverses a selective routing fabric. The second aspect is where one establishes dial index plans, and I think there has been reference to that in other testimony. That is the preferred way because it makes more efficient use of the interselective router trunking.

And, in essence, in that scenario when a PSAP transfers a call, the appropriate route index digits are passed

with that call to the other selective router so it knows where to terminate the call, or so it knows which PSAP to terminate the call to.

Q Is Intrado Comm currently a stand-alone PSAP provider anywhere in the state of Florida?

A No, I don't believe so. Not that I am aware of. Intrado Comm is not, no. Excuse me.

Q Okay. And can we go ahead and look at Issue 3(b) in the prehearing order?

A Okay. I'm looking at it.

Q All right. And in this position statement there is a discussion for line attribute routing. Is Intrado currently using this technique in Florida?

A No.

Q No?

A No, it is not.

Q Okay. And do you believe that line attribute routing would cause AT&T to incur additional costs when directing calls to the PSAP that otherwise would have been switched by the AT&T selective router?

A If we are saying additional costs beyond costs they are incurring to route the calls via their selective router, then I'm not certain, because I don't know what it would cost them to execute line attribute routing within their internal provisioning systems. Clearly there would need to be some

investment on the part of the ILECs, in most cases, to enable line attribute routing. There would have to be some development work done on their internal provisioning platforms to integrate MSAGs into their address validation processes for front-end order entry, as well as for perhaps some minor table adjustments at the end office. So there would be some investment there, there is no denying that.

The question is whether it would be incremental to the investment they currently have in their selective routing fabric. I don't know how much savings they would realize by not having to go through their selective router. There's no way for me to know how much of an investment they currently have. So in answer to your question, yes, there would be some investment, but whether it results in an aggregate increased cost for the ILEC, I can't really say.

Q Okay. Is line attribute routing more efficient than selective routing?

A Yes.

Q And should line attribute routing be directed regardless of who is providing services to the PSAP?

A If the entire office is within the selective router provider's 911/wireline E911 network, there's really no requirement to do any line attribute routing, because that entire central office and all the end users served by that central office will be handled by that selective router, and

the selective router function is still a requirement.

However, if that selective router is served -- excuse me, if that end office is served by more than one selective router, then, yes, there is a requirement to do the line attribute routing within that particular end office to gain the efficiencies of direct routing to the appropriate selective router, and to gain the reliability that is achieved by eliminating an unnecessary stage of switching. I don't know if I have -- can you ask the question again? Did I answer it? I kind of rambled there, so I apologize.

Q I think that's sufficient. If selective routing is used by the ILEC, will the PSAP be required to pay for the selective routing?

A If the ILEC is designated as the 911 selective router for the PSAP, then indeed they should have the option to retrieve or to get compensated for performing that function. You know, Intrado does not deny that, that they should receive compensation where they are the designated provider by the public safety entity. Where they are not the designated provider and where Intrado Comm has been designated as the primary, or, excuse me, the designated provider of 911 services, then, no, I don't believe the ILECs should be entitled to any compensation for selective routing since they are not performing the selective routing function.

If you recall, the selective routing involves

termination of the call to the appropriate PSAP, and where Intrado Comm services that in that role, Intrado Comm is the one that will terminate the call to the PSAP. So, hopefully that answers your question.

Again, you know, I recognize that really the states have control over making those determinations on who gets compensated for what, and I fully understand and respect that. And maybe I had just better leave it at that point.

Q Okay. Can you hang on for one moment, please?

A Yes.

(Pause.)

Q Mr. Hicks?

A Yes, ma'am.

Q You stated that when there is more than one selective router that there is a requirement for line attribute routing. Can you tell me what the source is for that requirement?

A The source for making the determination for line attribute routing is the MSAG. The Master Street Address Guide contains a listing of house number, street name, community, ranges (phonetic), and the expectation has always been that most CLECs, ILECs, and all parties that are providing data to 911 utilize the Master Street Address Guide to purify their data that is being provided to the E911 system, the data management systems which distributes updates to both the ALI system and typically the selective router database.

So the source data for making the determination on which line attribute to assign to a specific line would be through integration of the MSAG into the line recent change provisioning process, and thus making an accurate determination and setting a line attribute in the end office that points to the appropriate selective routing network. And then based upon that, when that caller dials 911 the expectation would be that the appropriate outgoing trunk group out of that end office would be selected.

Q Okay. And how long would it take to implement line attribute routing?

A I honestly am uncertain on -- you know, they could implement it in a very short interval, but whether they could implement it in an automated fashion, I honestly don't know for certain. It would depend on each providers' current internal operation and support system capabilities.

Honestly, I'm knowledgable on that. I know of some ILECs that have done this in an automated fashion, but I honestly can't speak to AT&T and Embarq and how long it would take. Nor have they come forward with anything that identified or quantified how long it would take them to enable and to encode that into their systems, or how much it would cost them to do that. They just pretty much have indicated it would be expensive and it would take forever, you know.

MS. TAN: Okay. Thank you very much, Mr. Hicks.

At this time staff has no further questions and would turn over the deposition to AT&T.

Phil.

MS. KISER: Ms. Tan?

MS. TAN: Yes.

MS. KISER: The witness would just like a quick break here if that is okay. Two minutes.

MS. TAN: That's fine.

MS. KISER: All right. Thank you.

(Recess.)

MS. KISER: Okay. We are back.

MS. TAN: Phil, are you ready to do your questions?

MR. CARVER: Yes, I'm ready.

MS. TAN: Okay. Go ahead, please.

CROSS EXAMINATION

BY MR. CARVER:

Q Good morning, Mr. Hicks.

A Good morning.

Q My name is Phil Carver and I represent AT&T Florida. I want us to begin by following up on an answer that you gave at the very end of staff's examination. Did you say that you know of ILECs that have implemented line attribute routing on an automated basis?

A Yes.

Q What ILECs?

A Verizon had that functionality going the last I heard up until about two years ago. I don't know whether they still have end offices, but I know they did two years ago throughout the Texas area. I believe it was also in New Mexico and in Oklahoma they had some exchanges at one time.

In many cases they abandoned that function because, as I indicated previously, they used class marking not line attribute routing, which was -- and maybe I should have been clear on that when I made that comment, that others have used it. They have never used the line attribute routing which uses the MSAG as part of their provisioning efforts, so I apologize if I was unclear on that. What they used was class marking, which was an automated means of updating the end office line attributes associated with values in their provisioning platforms. To my knowledge that code and that capability still exist within Verizon.

Q And just to clarify, for Verizon you are talking about class marking not line attribute routing?

A That's affirmative, yes, sir.

Q Do you know of any ILEC anywhere in the United States that currently is using line attribute routing?

A No, sir, I don't.

Q Do you know of any ILEC anywhere in the United States that has ever used line attribute routing?

A No, sir.

Q And the class marking that Verizon used at one point, is that the only instance that you are aware of that an ILEC has ever used class marking?

A That I'm aware of, yes. There may have been others, just that those are the only ones I'm aware of.

Q And in that instance it was an automated rather than manual process?

A That is affirmative.

Q And I apologize, because I know you have answered this once, but briefly could you just tell me, again, the difference between class marking and line attribute routing?

A Class marking, at least in the manner in which it was deployed, and I will tell you that I have also commented and reached out to NENA on this very issue, as well, class marking was deployed using data and information that was not validated.

In the applications that I am aware of where it was done in an automated fashion, they utilized the taxing authority or what they called the tax district to make those distinctions on routing. And, in essence, that was the information they used to make the routing determinations. And, of course, what gave class marking a very ugly name was the mere fact that it did not use validated data, data that was provided by public safety to define where calls should be routed. So, consequently, calls were misrouted in some applications even though the tax districts that were applied

did end up in the call routing incorrectly.

Furthermore, it should be noted that those same tax districts which were not validated were also utilized for determining fee collection and remittance processes, which if they are inaccurate then clearly there was probably even some level of perhaps even withholding of fees from appropriate counties as a result of that process. So, again, that was the tax district value that we used.

In the line attribute routing, the expectation would be that a party should be utilizing the MSAG, which they should be using today anyhow. I mean, conceptually if data is not in an MSAG-approved format coming into the E911 system today, that causes delays in updating the ALI database. It also causes rework on the part of both the ILEC and whoever the 911 provider is increasing the cost of public safety, and, again, reducing the quality.

So MSAGs -- and I believe AT&T and other ILECs make MSAGs available at a reasonable price to other providers so that they do utilize that information with the intent of doing two things. One, to route the calls from those other providers to the appropriate selective router system, and, number two, to clean up that data, that address data and to make certain that the MSAG is valid before it gets delivered to the E911 system, the data management system.

And so, in answer to your question, I don't know,

there is a strong possibility that CLECs, which in many cases use the equivalent fabric of an ILEC, may be doing some of that today because they have to make the distinction on which -- if their switches serves more than one selective routing system, there is an expectation placed upon them that they will terminate calls to the appropriate selective router. So the only way to do that is by basically having the address validated and prevalidated to the Master Street Address Guide before they -- actually, before a caller generates a 911 call.

I don't know if that helps in the explanation or not.

Q Well, actually you went a little bit beyond my question, but let me just try to double back a little bit.

A Okay.

Q As part of your answer I think you said that CLECs may be using line attribute routing. Is it correct that you can't actually identify any CLEC that you know is using line attribute routing?

A That's correct.

Q Okay. Now, other than the source of information, would you say that otherwise class marking and line attribute routing is the same?

A They are very similar, perhaps equivalent, with the exception of the validation of the data.

Q Okay. So in order to implement them -- and, again, other than whatever measures are taken to validate data, would

the steps necessary to implement the two be the same?

A Not entirely, because actually the steps would be more extensive to implement line attribute routing because one would have to integrate the Master Street Address Guide into the provisioning processes for service order entry and input. And I believe, again, that many of the ILECs use some kind of a street guide to validate service orders today. So there would be a requirement in the line attribute routing method, there would be a need to sync up those street guides with the Master Street Address Guide. For class marking that is not a requirement because there is no consideration for validation of the data.

Q Okay. So then between the two, line attribute routing would be the more difficult or would require more labor to implement?

A Yes.

Q And if I understand your prior testimony, you have no idea how much that would cost?

A No. No, I have no idea how much it would cost.

Q Okay. And if I understand your position, regardless of that cost, whatever it is, you believe that in the context of this arbitration the Commission should order AT&T Florida to bear that cost, is that correct?

A No. Bottom line, I say that is the Commission's decision on what costs are acceptable and what aren't. Intrado

is not authorized to make those decisions. That's the Commission's decision.

Q Well, that is what I was asking you about, what you are asking the Commission to do. Let me go at it another way. Is Intrado volunteering to pay the cost of line attribute routing?

A No, sir.

Q Okay. So if you are serving the PSAP and AT&T has to adopt line attribute routing, and Intrado isn't ordered to pay that cost, then AT&T would have to pay the cost, wouldn't they?

A I don't know that there is a cost. No costs have been shared with us, so I don't know what the costs would be or if there is costs that would be incurred beyond what they are already being compensated for providing services.

Q Right. But my question is if there is a cost under your proposal AT&T Florida would have to bear that cost, whatever it is, is that correct?

A I don't know, no, sir. I don't know.

Q Well, under your proposal if AT&T Florida is not bearing the cost and Intrado is not volunteering to bear the cost, who else conceivably could bear the cost?

(Phone noise.)

Hello?

A Yes, I'm still here.

Q Okay. Somebody dropped off.

A Well, if one were to look at it in relation to what is done throughout the industry for other providers, most definitely their end users end up bearing the cost of interconnection to 911. And where those costs are approved by a Commission to be reimbursed from public safety or from other venues, then that would be the vehicle. But I'm not the regulator, so I don't know where the costs would be recovered from.

Q Okay. But just so we are clear, they would not be recovered from Intrado, would they?

A They would not be recovered from Intrado.

Q Moving to a slightly different area, the service that Intrado -- and just so we are clear, when I say Intrado, I'm talking about the entity that is involved in this arbitration.

A And I the same.

Q I don't want to get tangled up in Intrado versus Intrado Comm. So when I say Intrado, we will know what we are both talking about. The emergency services that Intrado plans to provide the PSAPs, utilizing what it obtains under the interconnection agreement, can a PSAP use that service to originate a call?

A I don't believe so.

Q Okay. And I probably should have asked you this question first, but just to back up, in terms of the services that you are going to provide to the PSAP, basically, you are

going to aggregate emergency calls and then deliver them to the PSAP, is that correct?

A We are going to selectively route calls to the PSAP that are aggregated at our selective router location.

I would like to correct my answer that I just gave you a moment ago about, no, they cannot make a call out. Do you mind if I make a change to that answer, because it was incorrect?

Q Okay.

A Yes. From Intrado's network there is the possibility to call out to another PSAP via interselective routing. So there is the potential for a PSAP that is served by Intrado to connect to another PSAP via the wireline E911 network.

Q So basically what you are talking about is a situation where a 911 call would come in, it would be delivered to the PSAP, and then the PSAP would transfer, basically, that call to another PSAP?

A That's affirmative. And that can be transferred either via the PSTN or via wireline E911 network interselective router trunks.

Q Okay. So let me back up. Assume that an emergency call is made, and the operator at the PSAP takes the call. They have the caller on the line and the caller is disconnected, so then they need to call the caller back. They wouldn't be able to do that with the service Intrado is

providing, would they?

A That's affirmative.

Q No, they would not be able to?

A No, they would not be able to make the call back to the disconnected party through the Intrado E911 wireline network.

Q Okay. In order to do that they would have to probably use -- well, I shouldn't say probably. They would have to use an administrative line that has local exchange service as that term is more traditionally defined, is that correct?

A That is my understanding, as well.

Q And Intrado does not propose to provide those types of lines to the PSAPs, do they?

A Intrado does not currently intend to provide those services to the PSAP, but at some point may in the future. At this point, no, you're right, we do not provide that service.

Q Okay. I want to talk a little bit about the POIs and the interconnection, just to follow up with some earlier questions. And just to make sure we are on the same page, when Intrado is the 911 provider, your position is, in that circumstance, AT&T should interconnect on Intrado's network, is that correct?

MS. KISER: Are you referring to a specific page of his testimony?

MR. CARVER: Yes. I was asking a general question, but I can give you a reference if it will help. If you look on Page 21 under Issue 4, the answer that begins on Lines 12 through 16.

MS. KISER: Of his direct?

THE WITNESS: Of what, my direct?

MR. CARVER: Yes, your direct testimony. It is on Page 21, and it is under Issue 4. And there is a question about what happens when Intrado Comm serves as a 911/E911 provider. That is what I'm referring to.

MS. KISER: Okay.

BY MR. CARVER:

Q Okay. Do you want me to repeat the question?

A Yes, please.

Q Okay. When Intrado is the designated 911/E911 service provider, in that instance your position is that AT&T should interconnect on Intrado's network, correct?

A Yes, sir.

Q Okay. Now, you told us earlier in the deposition that Intrado's network would not be in Colorado, or that we wouldn't be required to go to your network in Colorado. I believe you said that the network would be in Florida, is that correct?

A Yes, sir.

Q Where in Florida would it be?

A It would be in multiple regions within the state. You know, I think in my testimony I indicated that we are still evaluating specifically where we will place those points of access in the network. We would envision having perhaps some in the south and -- perhaps at least one point in the south and one point in the north portion of the state.

Q Okay. So let's say that the PSAP was in Pensacola. Would Intrado necessarily have network in Pensacola?

A I can't really speak to that, because I'm not the engineer that would make those determinations. Those determinations are made based on many factors that I'm not the one that makes that decision specifically where the devices will be placed. So I really have got to say I don't know where those devices will be homed at this point in time, but --

Q I'm sorry, go ahead. I didn't mean to cut you off.

A I'm just not aware of that.

Q Okay. But wherever they are, your position is that AT&T would have to transport its traffic to that location to interconnect, correct?

A That's affirmative.

Q Okay. So, hypothetically -- well, I shouldn't say hypothetically. I guess given the current state of your plans, it's possible that if the PSAP is in Pensacola then AT&T might have to haul its traffic all the way to Dade County in south Florida to interconnect to Intrado's network there. That is a

possibility, isn't it?

A Yes, sir.

Q Do you know how many miles that is?

A No, sir.

Q Okay. And to the extent at the central office, that the AT&T central office is in Pensacola, to the extent a CLEC it interconnected there, collocated -- well, let's say collocated there, and to the extent that CLEC serves customers in Pensacola, they would also need to transport their traffic all the way to the Intrado network in Dade County, also, wouldn't they?

A No, sir. They could have their choice of where they wished to interconnect, either in the state, out of the state, wherever they wished to interconnect on our national network.

Secondly, it wouldn't just be one location anyhow, because as we have indicated, we anticipate and expect parties to connect to multiple points, at least a minimum of two diverse -- geographically diverse points of interconnection.

Q Okay. Well, let's divide it up. This CLEC we are talking about -- the point I'm trying to get to is regardless of where your network is, and you have told us though right now you are not sure where it would be, but regardless of where it is, it would be incumbent upon that CLEC to transport their traffic to your network location for the purpose of interconnection, correct?

A That's affirmative, yes, sir.

Q And you said that it could be in other states, so you contemplate that they might cross state boundaries for the purpose of this interconnection?

A If it is to their advantage, if they find it to be more efficient for them to terminate to an out-of-state location that Intrado has a presence, that is a possibility. It is not a requirement for them to go out of state, it is an option. I mean, if one were to look at wireless providers, CLEC providers, in many cases their networks now are becoming more and more diverse to the point where they are spanning multiple states with their switching fabric. And so, consequently, they might find it beneficial to terminate to a point that is closer to them rather than the ten different locations they are currently required to connect to.

Q Let's go back from the CLEC to the ILEC. Let's talk about AT&T Florida. Under your proposal, that is the proposal that we would have to go to your network to interconnect --

A Yes.

Q I'm just thinking how to frame the question. Is it possible that AT&T Florida might have to cross a LATA boundary to get to your network?

A Yes.

Q Okay. And just to circle back. In terms that there will definitely be some network presence in Florida by Intrado,

is that something that today you could make a firm commitment?

A Absolutely.

Q But beyond that you can't commit as to the network being at any given point in Florida, at this time you just don't know, correct?

A At this time I just do not know specifically where they will place those devices.

Q And you don't know whether the devices, whether there will be one of them, or ten, or twenty, you don't have that information, either?

A No, but I know there will be a minimum of two geographically diverse locations. So that's the minimum.

MR. CARVER: I'm just checking my notes here. I think that's all I have.

That's all I have. Thank you, Mr. Hicks.

THE WITNESS: Thank you, sir.

MS. TAN: All right.

Intrado, Mr. Hicks is your witness for redirect.

MS. KISER: We have no redirect. Thank you.

MS. TAN: Okay. I believe that we have everyone's e-mail addresses. Would everyone like to have this transcript electronically?

MS. KISER: Yes, please.

MR. CARVER: Yes, for AT&T, please.

MS. TAN: Okay. Excellent. Well, then that would

conclude the deposition for Mr. Hicks in this docket. And now we will go ahead and get ready for Ms. Clugy in this docket, also. Do we want to take a quick five-minute break, or are we good?

MS. KISER: I guess we need five minutes, please.

MS. TAN: Okay. Well, go ahead and take five minutes and pick up at 12:00 o'clock.

MS. KISER: Thank you.

* * * * * * * *

ERRATA SHEET

DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

IN RE: DOCKET NO. 070736-TP
NAME: THOMAS HICKS
DATE: June 25, 2008

PAGE	LINE	CHANGE

STATE OF FLORIDA)
: CERTIFICATE OF REPORTER
COUNTY OF LEON)

I, JANE FAUROT, Official FPSC Commission Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing deposition at the time and place herein stated.

I FURTHER CERTIFY that this transcript, consisting of 88 pages, constitutes a true record of the testimony given by the witness.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 3rd day of July, 2008.

_____

JANE FAUROT, RPR
Chief, Hearing Reporter Services
Office of Commission Clerk
(850) 413-6732

EXHIBIT NO. 12

DOCKET NO.: 070736-TP

WITNESS: Cynthia Clugy

PARTY: Intrado

DESCRIPTION: Transcript, exhibit, and errata, if any, from the deposition of Intrado witness Cynthia Clugy

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 12
COMPANY FL PSC Staff
WITNESS Cynthia Clugy (Depo-4)
DATE 07/10/08

PROFFERING PARTY: Staff

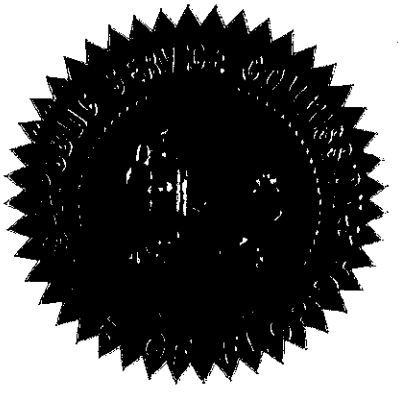
I.D. # DEPO-4

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 070736-TP

In the Matter of:

PETITION BY INTRADO COMMUNICATIONS, INC. FOR ARBITRATION OF CERTAIN RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION AND RELATED ARRANGEMENTS WITH BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA, PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED, AND SECTIONS 120.80(13), 120.57(1), 364.15, 364.16, 364.161, AND 364.162, F.S., AND RULE 28-106.201, F.A.C.
_____/



TELEPHONIC DEPOSITION OF: CYNTHIA CLUGY

TAKEN AT THE INSTANCE OF: The Staff of the Florida Public Service Commission

PLACE: Room 380D
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida

TIME: Commenced at 12:00 noon
Concluded at 12:45 p.m.

DATE: Wednesday, June 25, 2008

REPORTED BY: JANE FAUROT, RPR
Official FPSC Reporter
(850) 413-6732

APPEARANCES:

PHILIP CARVER, ESQUIRE, AT&T Florida, c/o Mr. Gregory Follensbee, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32303-1561, appearing on behalf of AT&T Florida.

CHÉRIE R. KISER, ESQUIRE, Cahill Law Firm, 1990 K Street N.W., Suite 950, Washington, DC 20006, appearing on behalf of Intrado Communications Inc.

LEE ENG TAN, ESQUIRE, FPSC General Counsel's Office, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, appearing on behalf of the Commission Staff.

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NUMBER:		ID.	ADMTD
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P R O C E E D I N G S

MS. TAN: All right. Is everyone on the line?

MS. KISER: Yes. Intrado Comm is here.

MS. TAN: And AT&T?

MR. CARVER: Yes, AT&T is here.

MS. TAN: Okay. For the record, have the parties read and agreed to the standard stipulation?

MS. KISER: Intrado has.

MR. CARVER: Yes, for AT&T.

MS. TAN: All right. I will go ahead and read it into the record. It is stipulated that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; the counsel present stipulate that the witness is the person he identified himself as; that objection except as to the form of question are reserved until hearing in this cause; and that reading and signing was not waived. It is also stipulated that any off-the-record conversations are with the consent of the deponent.

All right. Intrado, can you please state for the record that your witness has taken the certificate of oath?

MS. KISER: She has.

CYNTHIA CLUGY

was called as a witness and, after being duly sworn by the Notary Public, testified as follows:

DIRECT EXAMINATION

BY MS. TAN:

Q Good morning, Ms. Clugy.

A Good morning.

Q My name is Lee Eng Tan. I am an attorney with the Commission and I will be taking your deposition today.

Have you ever been deposed before?

A No.

Q Okay. Well, in this deposition I will ask you questions and your answers will be recorded by Ms. Faurot, the court reporter here with us today. You understand that you will need to speak up and give oral answers that are clear?

A Yes.

Q It is also very important that you understand the questions and give accurate answers. So if I ask a question that you don't understand for any reason, please ask me to rephrase the question. All right?

A Thank you, yes.

Q Okay. And also, where possible, I would request that you provide first a yes or no answer and then explain where necessary.

A Yes.

Q Excellent. Could you please tell us your name?

A My name Cynthia Clugy.

Q Okay. And who are you employed by?

A I am employed by Intrado, Inc.

Q Can you please give me your current job title?

A I am a contract consultant assisting in 251 interconnection negotiations.

Q And what is the description of your job, please?

A Primarily provide subject matter and technical support for the negotiation of 251 interconnection agreements and other 911 aspects.

Q Okay. And how long have you held this position?

A Currently, I have been contracting in the telecommunications industry for the last three years.

Q And how long has your contract run been with Intrado so far?

A I have been with them for approximately 12 months.

Q And do you know which services AT&T is currently providing to Intrado, Inc.?

A No, I'm not familiar with what services AT&T is providing to Intrado, Inc.

Q Okay. I'm going to go ahead and ask you some questions on Issue 6. And if we could take a look at your rebuttal testimony, and if you could turn to Page 2.

A Okay. I'm on Page 2.

Q Okay. You testified that as co-carriers, Intrado Comm's ordering processes should be included in the interconnection agreement, just like AT&T's ordering processes, because each party will be purchasing services from the other.

And, therefore, each party should be aware of the process to order services and facilities from the other party.

Are you aware of any state commission decisions that support your assertion that the ordering processes for co-carriers should be included in a 251(c) agreement?

A No, I'm not aware of any specific commission orders to that effect.

Q Okay. Are you aware of any FCC decisions that support your assertion that the ordering processes for co-carriers such as Intrado Comm and AT&T Florida should be included in a 251(c) agreement?

A No, I'm not aware of any specific FCC orders.

Q Okay. If we go ahead and stick on Page Number 2 and look at Lines 16 through 21.

A Okay.

Q Here you have testified that Intrado Comm will ultimately be providing web-based access to all telecommunications service providers in order to order services from Intrado Comm.

A Yes.

Q What ordering process will apply to all telecommunications service providers mentioned in your testimony?

A Those telecommunications service providers that have end user subscribers within regions served by Intrado Comm

PSAPs will need to order interconnection to the Intrado gateways, and they will have to terminate traffic to those gateways. And so to order the termination for that traffic, every carrier will need to go into the Intrado ordering system and fill out what is referred to in the industry equivalency as an access service request.

Q Okay. And is this process for the telecommunications service providers to order services from Intrado Comm the same as the process for AT&T Florida to order services from Intrado Comm?

A Conceptually, yes. Specific details, no, but the idea of going to a web-based interface with certain industry standard information to place an order for terminating a circuit, conceptually, yes, it's the same.

Q Okay. And does Intrado Comm's ordering processes allow other carriers, other telecommunications service providers to order services and facilities from Intrado Comm without both parties ordering processes being specified in a Section 251(c) agreement?

A Well, in an agreement with a non-ILEC, that would be part of 251(a), because that is a CLEC-to-CLEC arrangement. But to answer your question, yes, those terms and conditions would be put into a 251(a) agreement that Intrado would negotiate with another CLEC.

Q Thank you.

And apart from your explanation that you provided in your rebuttal testimony on Page 2, does Intrado Comm have any other explanation why the process for AT&T to order services from Intrado should be included in the interconnection agreement between the parties?

A Yes. The interconnection agreement between AT&T and Intrado will be a 251(c) agreement between an ILEC and a CLEC. However, the nature of that interconnection, i.e., the interconnection of 911 networks, will also require AT&T to pass traffic to Intrado. And in order for them to pass that traffic, they, too, would need to order termination to the Intrado network. And since the terms and agreement governing that relationship are 251(c), it's necessary to include that ordering process for AT&T to access Intrado's system within that agreement.

Q Okay. And how would other carriers, other telecommunications service providers, order services and facilities from Intrado Comm if those carriers don't have an interconnection agreement with Intrado?

A If it's another CLEC or another telecommunications service provider that is not an ILEC, then Intrado is going to negotiate agreements with each and every entity that must pass traffic to Intrado, and part of that agreement would be terms and conditions for placing an order for access to the Intrado network.

Q And is the process for AT&T to order services from Intrado Comm different from the processes other carriers are expected to follow?

A No.

Q And is it the industry practice for co-carriers, such as Intrado Comm and AT&T Florida, to include both parties ordering in the parties' interconnection agreement?

A Well, it would seem standard practice to me. However, based on what has happened, and I have come to hear in this case, there are certain co-carrier arrangements between AT&T and other franchise incumbents where they have set forth terms and conditions for interconnection, but I do not believe that they have specified those ordering processes. So I would tell you that it probably exists, but it is not documented because the agreements themselves are not substantiated.

Q Thank you. My next set of questions are going to be regarding Issue 13(a) and (b), and my first question would be can you please provide a general overview of Issue 13 and what you believe the disputes are between the parties on this issue and its subparts?

A Okay. So you said both 13(a) and 13(b), is that correct?

Q That is correct.

A First of all, let me preface this with I am not an attorney. But based on my interpretation of the AT&T language,

the language in the AT&T interconnection agreement is a construct of AT&T's interpretation of federal law as to what traffic gets intercarrier compensation treatment. And I believe that AT&T's interpretation of federal law, Intrado does not agree with. So for that reason, we have interjected as applicable law, because we do not agree with how AT&T has defined traffic eligible for intercarrier compensation. I believe that addresses 13(a).

In regards to 13(b), our interpretation is that AT&T is wishing us to invoke call blocking of misrouted traffic. We as, well as the FCC, believe that to be an inappropriate way to treat misrouted traffic, and as such we don't want to concur with that, especially in an arrangement for 911 phone calls.

Q Okay, thank you. Do you have the prehearing order available?

A Yes, ma'am.

Q And can you go ahead and look at AT&T's stated position on Issue 13(a), which is on Page 20?

A Yes, ma'am. Hold on just a moment, I'm looking at that, please.

Q No problem.

A Okay.

Q All right. AT&T states that this issue does not exist if the nine-state template is used. Would you agree with this statement?

A No. I believe that the circumstances that give rise to the language would still occur and be there. The fact that the nine-state agreement is silent to that circumstance does not obviate the need for addressing the circumstance, and that's why we prefer the thirteen-state language. Because what I'm saying is that the circumstance is still there. The fact that it is not addressed in the nine-state agreement does not make the circumstance go away.

Q Okay. And if you could please take a look at AT&T Witness Pellerin's rebuttal testimony, and look at Page 18, Lines 1 through 15.

A I'm getting them.

Q No problem.

A Page 8, Lines 15 through 17 is what you said?

Q Page 18, Lines 1 through 15.

A Okay. I'm looking at her testimony.

Q Okay. And here the witness asserts that beginning on Line 5 that you are incorrect in stating that AT&T's definition is inconsistent with the law. And she goes on to assert that the FCC reaffirmed in the ISP remand order that Section 251(b)(5), reciprocal compensation only applies to the traffic that originates and terminates in the same local exchange.

Doesn't the limitation to traffic that originates and terminates in the same local exchange mean local traffic?

A I do not know. Again, we are getting into

interpretations of law. And Ms. Pellerin, like myself, we are not an attorney. And I believe that her testimony as well as the Intrado position only highlights the fact that this is something that is subject to interpretation of law.

Q Okay. And what is exchange access traffic?

A Exchange access traffic is traffic that is within a prescribed calling area.

Q Okay. And what is information access traffic?

A I don't know the term specifically, but I would infer that it is traffic exchanged with an Internet service provider. I don't know.

Q Okay, that's fine. Can you go ahead and look at Intrado's response to Staff Interrogatory Number 9(a)?

A Which set?

Q That would be the first set, yes, please. Thank you.

And here you state that the definition of switched access traffic is at issue in 13(a), as well as other terms and conditions governing switched access traffic. Other than eliminating misrouted access traffic in the IC 16.2, what other terms and conditions governing switched access traffic are at issue?

A Let me look at this just a moment. I'm trying to locate it in the agreement. Please bear with me.

Q Okay, thank you.

A So what the difference is as far as in dispute, AT&T

has put a very finite definition of what that traffic is, which, again, we believe is still subject to legal interpretation. Intrado believes that because this is a living agreement and subsequent rulings can impact those definitions of what the traffic may be, we believe that applicable law is probably better suited because, number one, it is an interpretation of the law which is subject to change with subsequent orders.

And, therefore, if we have such finite precise language, it would have the potential to be in conflict with those subsequent interpretations. So we believe that applicable law does address the appropriate application of intercarrier compensation without having to, perhaps, necessitate going back and revisiting the language on subsequent legal rulings for switched access traffic.

Q Okay. Can you go ahead and move to Pellerin's direct testimony for AT&T, and if you could look at Page 40, Lines 22 through 24.

A Page 40.

Q And what she is stating is that the language that she is proposing to define Section 251(b)(5) traffic is consistent with the language previously adopted by the Public Utility Commission in Ohio. Do you agree with her statement?

A I really don't know.

Q Okay. Go ahead and turn to Page 43 of --

A Ms. Pellerin's testimony?

Q Yes, please. And we are going to be looking at Lines 5 through 12. And here Ms. Pellerin states that the proposed definition for switched access traffic is consistent with the language previously adopted by the Public Utilities Commission in Ohio.

Do you agree with her statement here?

A I don't know what was agreed upon in Ohio, so I can't tell you one way or the other.

Q All right. With respect to Issue 13B, Intrado and AT&T have agreed to work together to identify misrouted access traffic, is that correct?

A Yes.

Q Okay. Why don't you go ahead and turn to Intrado's response to Staff Interrogatory 8(g).

A Just a moment.

Q No problem. That would be the first set.

A Yes, ma'am. What was the letter, again?

Q Actually, go ahead and look at 9(g).

A Okay.

Q And this interrogatory asks how the parties should cooperate to eliminate misrouted access traffic and what steps should be required to remedy the misrouting condition, is that correct?

A Yes.

Q And your response is that the parties will work together to identify phantom traffic or misrouted access traffic in accordance with the requirements of the FCC and any terms and conditions contained in the interconnection agreement. What is phantom traffic?

A Phantom traffic to me is one that you can't -- it's traffic that is inappropriately crossing the network. It should be going over other trunk groups. It's traversing the wrong trunk groups and, therefore, it is not being appropriately billed for origination and termination.

Q Okay, thank you. And can you describe the FCC requirements with respect to phantom traffic or misrouted traffic?

A I cannot give you them precisely, no.

Q Okay. But could you speak to how these requirements serve to remedy misrouted traffic?

A I'm going to speak generally here. The issue is you don't want -- you want to make sure the traffic is routed correctly for application of intercarrier compensation. If traffic is being misrouted, then you look at the call processing of those misrouted calls and you try to identify the source and resolve it. As I said in my answer, it's very specific to the particular instance.

Q Okay, thank you. Let's go ahead and go back to Ms. Pellerin's direct testimony, and if you could flip to Page

59, and we'll be looking at Lines 13 through 29. And it will carry over to the next page until Line 9.

A Okay.

Q Go ahead and take a look at that and when you are ready please let me know.

A Let me look at it just a moment.

Q Thank you.

A Okay. I have read it. Your question?

Q As I understand the bold language that is not underlined, that is Intrado's proposed language, and the bold underlined language is AT&T's, is that correct?

A Yes.

Q And does AT&T's proposed language provide that the parties will jointly file a complaint with the applicable commission if the misrouted traffic is not removed within a 60-day notice period?

A Yes, that's what I read it to say.

Q Okay. And what is your understanding of what applicable commission references?

A I would say that if there was any particular ruling with the Florida PSC or the FCC with regard to phantom traffic.

Q And does Intrado dispute this specific language?

A I believe the thing that we most are concerned with would be the right to block such traffic. That is probably our most serious concern. We have no problem working

collaboratively addressing with law the blocking of traffic.

Q Okay. Hold on one second, please. This next set of questions I'm going to be asking you will be on Issue 15.

A Okay.

Q And in the previous deposition, did you hear Mr. Hicks say that he thought you might have filed rebuttal testimony on Issue 7(a)?

A 7(b) I filed rebuttal testimony on.

Q So 7(a) was filed in 7(b), is that correct?

A Yes. I believe I filed rebuttal on 7(b). I'm looking at my rebuttal testimony now, but 7(b)is resolved.

Q But did you file any on 7(a)? I may have misheard you.

A I'm sorry, I filed testimony on 7(b). Not rebuttal testimony, but direct testimony on 7(b). I did not file testimony on 7(a).

Q Okay, thank you. My next questions will now be on Issue 15. On Issue 15, you filed direct testimony, but you did not file rebuttal, is that correct?

A Let me look at Issue 15, please.

Q No problem.

A I am trying to see if I filed rebuttal on it. No, I did not file rebuttal on 15, just direct testimony, you are correct.

Q And can you explain why you did not file rebuttal

testimony on this issue?

A I believe that our position was appropriately addressed in the direct testimony.

Q Thank you. Can you please turn to your direct testimony on Page 4?

A Yes.

Q Why did you combine Issues 7(b) and 15 in your testimony?

A I would believe that on the surface they both conceptually deal with the same thing, the application of -- what happens to the agreement with changes in applicable law, and that's why they were contained in my testimony. However, they are each a little bit different as far as the sections of the interconnection agreement they address. 15(a) specifically addresses application of charges and the intercarrier compensation portion; and 7(b), which was resolved, was a little bit more overarching and it addressed terms and conditions of the agreement as opposed to specific intercarrier compensation.

Does that answer your question?

Q Yes, it does. With Issue 7(b) being settled, what sentences in your direct testimony are relevant only to Issue 7(b)? And if you can take a look at your many direct testimony and kind of tell us line-by-line in that section, that would be helpful?

A Yes, ma'am, I will. Let me look at this real quickly, please.

Q Thank you.

A I'm looking at my testimony on Page 4, starting with Line 21.

Q Okay.

A And that addresses, I believe, the intercarrier compensation changes in applicable law.

Q And that is for Issue 15?

A I believe so, yes, ma'am. Because 15 was specifically with the intercarrier compensation Section 4.2.1. And I believe that the language in that section addressed the traffic that would be subject to retroactive billing.

Q Okay. And looking at that language right there, can you please explain which language is broad?

A Let me pull the contract language. Just a moment. I want to be able to have it in front of me.

Q Okay, no problem. Thank you.

A Looking at the way the language was put forth by AT&T, to us it was very broad in that it says, and I quote, "As local calls within the meaning of this appendix," which in the context of this appendix it could be all local calls. However, any subsequent rulings with regards to the ability to retroactively bill charges may only be applicable to a subset of those calls. And the way that AT&T has posited it, it would

be applicable to anything defined as a local call.

So Intrado believes that it is probably in our best interest to have the application of retroactive charges apply to only those calls that were in the law that allowed it, as opposed to all local calls as defined by the agreement.

Q And does Intrado object to the inclusion of local calls?

A Yes, we do. We believe that it should be -- when you are applying retroactive charges that should be in alignment with what the applicable ruling is, not a broad definition of local calls.

Q Okay. And how does Intrado define local calls?

A The agreement defines it.

Q Okay. Let's go ahead and move to the top of Page 5 of your direct testimony.

A Yes, ma'am.

Q And what are a couple of examples of retroactive compensation adjustments for traffic that is not affected by a change of law?

A I cannot cite you a specific one.

Q Okay. So let's go ahead and stay on that page, but look to Line 3.

A Yes, ma'am.

Q Can you please define intervening law?

A I would say any law, ruling, regulation that comes in

after the agreement has been negotiated is how I would define it.

Q Okay. And then can you also just explain what you mean by consistent with intervening law?

A Any law, rule, or regulation that comes after the negotiation of the agreement would have to be consistent with that specific ruling.

Q Okay. And what is the language that Intrado has proposed?

A For Section 4.2.1?

Q Yes.

A I believe our language says we have just said to which intervening law applies, period.

Q Okay. And if you could look to Lines 4 and 6?

A Of my testimony?

Q Yes, please, on the same page.

A Yes, ma'am.

Q If you could, please explain what you mean by permitted by any order adopting a change in law. Are you referring to an FCC or FPSC order, or a court order?

A I believe all three of them. When I say intervening law, I mean it in a broad sense of any entity that has authority to make rules and regulations regarding telecommunications.

Q Okay, thank you. What are some examples of

retroactive adjustment that would apply under a law or order?

A Really, I can't think of one. I can't give you a specific example. I'm trying to process, but I can't articulate a specific one.

Q Okay, thank you.

A I'm sure attorneys could. I'm not familiar with specific orders is why I hesitate to answer your question.

Q Okay. Let's go ahead and look at AT&T Witness Pellerin's direct testimony. If you could turn to Page 62, Lines 9 through 18.

A Nine through 18.

Q That is correct.

A Okay.

Q Do you agree that Sections 4.2.1, 4.2.2, and 15.1 are the only sections applicable to Issue 15?

A I would tell you that at this point 4.2.1 is the only one that is still currently in dispute. 4.2. and 15.1 have been resolved.

Q Okay, thank you.

If you could now turn to Page 64. Actually, let's go ahead and forget that question.

If the Commission determines that Intrado's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A I would say absolutely none, with perhaps the exception of blocking calls, which I don't think either party would realistically do for 911.

Q Okay. And if the Commission determines that AT&T's proposal for this issue is the appropriate one, what impact, if any, would this decision have on the ability of a consumer to reach 911?

A Other than if AT&T got the blocking, people could be blocked, so that would be the only thing.

Q Okay, thank you. My next set of questions are going to be on Issue 23.

A Okay.

Q And can you please provide a general overview of Issue 23 and what you believe the disputes are between the parties on this issue and its subparts?

A Yes, ma'am. Just give me a moment while I look at the associated information.

Q No problem.

A I'm familiar with it. I believe this had to do -- yes, I'm familiar with it.

Q Okay. And can you give me a general overview?

A Looking at this, if AT&T was having to do certain administrative things, and the thing that jumps out to me is perhaps relabeling, restenciling (phonetic) for collocation agreements, AT&T should be permitted to recover its costs, but

the concern with Intrado was that it was sort of open-ended in that Intrado wanted to have at least an idea of what those costs would be prior to AT&T engaging in those administrative activities to determine if what AT&T was going to charge was fair and just for those administrative activities.

Q Okay, thank you. According to AT&T's position in the prehearing order, this issue does not exist if the nine-state template is used.

A Yes, ma'am.

Q Do you agree that this is the case?

A The issue would exist, the ability to address it in contract language would not.

Q And what do you mean by that?

A Well, I believe that the nine-state agreement was silent to these administrative activities, but that wouldn't change the fact that these administrative activities would still have to occur. And so Intrado, believing that the thirteen-state agreement was more comprehensive in addressing this particular instance, chose to use the thirteen-state language to cover that.

Q So are you saying that if the Commission were to go forward with the nine-state agreement, that that language would need to be placed into the nine state agreement?

A Yes, ma'am, that's exactly what I'm saying.

Q Okay. And AT&T also states in its position that

there is no contract language in dispute even if the thirteen-state agreement is used. Would you agree with this?

A Yes. It is not in dispute any longer because I believe AT&T had agreed to give us a quote for those activities prior to them starting the work, and so that's why that issue was resolved.

Q Do you know exactly what the language was that was resolved in this issue?

A I would have to look at my copy of the draft. I believe it's in the general terms and conditions, 6.3.2. I can give you the specific cite momentarily.

Q Thank you.

(Pause.)

A I'm sorry, we're having some issues locating it. I remember reading it where they added that it would be a quote, and I believe Ms. Pellerin attested to that fact yesterday, as well. The actual section --

Q Do you want to go ahead and provide it is a late-filed exhibit?

A If we could, yes, ma'am. Because as I recall, Ms. Pellerin attested to this yesterday, and also concurred that it was an agreement. And we will be glad to look for the specific section and let you know where we added the language. But, if my memory serves me correctly, the added language addressed the fact that AT&T would provide a price quote prior to doing the

activity.

MS. TAN: Okay. Let's go ahead and have that as a late-filed exhibit. And what would the title be for that document?

MS. KISER: It would be Issue 23, contract language resolving the issue, I guess.

MS. TAN: Do you want to say Ohio in there? Is this the Ohio language?

MS. KISER: That I don't know. I wouldn't put Ohio. I would just say contract language resolving Issue 23.

MS. TAN: Okay; that's fine.

(Late-filed Exhibit 1 marked for identification.)

BY MS. TAN:

Q Let's go ahead and have you look at Intrado's response to Staff Interrogatory Number 12, and we are going to be looking at the part of the response that is concerning Issue 23 on Page 9.

A Okay. Let me get that up. Just a moment.

Q Okay. Are you there?

A Yes.

Q All right. In your response to this interrogatory, you state that AT&T has indicated that it would be willing to implement similar language in Florida to the extent certain issues are addressed in the Florida interconnection agreement.

What do you mean by that statement?

A What I mean is these administrative activities would likely occur whether it be Florida, Ohio, Alabama, Wisconsin. And because Intrado is rolling out their product nationwide, we would like to have a common understanding that should we encounter administrative costs that AT&T would incur, we understand that is's handled the same way irrespective of the state that the issue occurs.

Q So if AT&T has indicated that it would be willing to implement similar language in Florida, what is the concern here?

A Well, we would like to have the same language used throughout every state that we have an interconnection agreement with AT&T. So if they are going to incorporate it into Florida, we're fine; but to us the most expeditious way to incorporate that language is to use the language that was used in the thirteen-state Ohio agreement, because it is the exact same.

Q And what is the similar language?

A That gets back to us trying to find it.

MS. KISER: We will provide it to you.

MS. TAN: Okay. That's the same information? All right.

MS. KISER: Yes, it is the same filing.

MS. TAN: Okay. At this time this ends the questions that staff has for Ms. Clugy. Thank you very much.

AT&T, are you ready to ask your questions?

MR. CARVER: I have no questions.

MS. TAN: Okay. And does Intrado have any redirect of Ms. Clugy?

MS. KISER: No, no redirect.

MS. TAN: Okay. Let's go ahead and establish a date for the late-filed exhibit. Could you do that by Friday?

MS. KISER: Yes, we could provide that by Friday.

MS. TAN: Okay. And I am, again, going to assume that everyone would like this electronically. And unless you have radically changed your e-mail in the last little bit, I think everyone's e-mail remains the same.

MR. CARVER: Yes, please.

MS. KISER: Yes.

(The deposition concluded at 12:45 p.m.)

* * * * * * *

ERRATA SHEET

DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

IN RE: DOCKET NO. 070736-TP
NAME: CYNTHIA CLUGY
DATE: June 25, 2008

PAGE	LINE	CHANGE

CERTIFICATE OF OATH

STATE OF TEXAS

COUNTY OF TRAVIS

I, the undersigned authority, certify that Cynthia A. Clugy personally appeared before me at 500 North IH 35, Austin, Texas and was duly sworn by me to tell the truth.

WITNESS my hand and official seal in the City of Austin, County of Travis, State of Texas, this 25 day of June, 2008.

DONNA R. McCAIN
Notary Public, State of Texas
My Commission Expires
DECEMBER 03, 2010

Notary without Bond

Donna R. McCain

Notary Public

State of Texas

Personally Known _____ OR Produced Identification ✓.

Type of identification produced Texas Drivers License 05214886.

STATE OF FLORIDA)
: CERTIFICATE OF REPORTER
COUNTY OF LEON)

I, JANE FAUROT, Official FPSC Commission Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing deposition at the time and place herein stated.

I FURTHER CERTIFY that this transcript, consisting of 29 pages, constitutes a true record of the testimony given by the witness.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 3rd day of July, 2008.

JANE FAUROT, RPR
Chief, Hearing Reporter Services
Office of Commission Clerk
(850) 413-6732

Contract Language for Issue 23

Below is the contract language that is associated with Issue 23. Intrado Communications Inc. ("Intrado Comm") and BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") have agreed on the following language for inclusion in the Parties' Ohio interconnection agreement. There are no disputes with respect to the "content" of the language. AT&T, however, has refused to incorporate this language into the Parties' Florida interconnection agreement based on AT&T's claim that the 9-state agreement does not include similar language.

GTC 6.3.2

> For any CLEC Company Code Change, CLEC must submit a service order changing the OCN/ACNA for each End User record and/or a service order for each circuit ID number, as applicable. CLEC shall pay the appropriate charges for each service order submitted to accomplish a CLEC Company Code Change; such charges are contained in the Appendix Pricing, Schedule of Prices. In addition, CLEC shall pay any and all previously approved charges required for re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, as determined on an individual case basis.

EXHIBIT NO. 13

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: *Public Service Commission of* West Virginia Order Approving Verizon 911 Tariff, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 13
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-1)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CSL-1

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 20th day of November, 2007.

CASE NO. 04-0102-T-GI

FRONTIER COMMUNICATIONS OF WEST VIRGINIA; VERIZON WEST VIRGINIA INC.; ARMSTRONG TELEPHONE COMPANY; ARMSTRONG TELEPHONE COMPANY- NORTHERN DIVISION; HARDY TELECOMMUNICATIONS INC.; SPRUCE KNOB SENECA ROCKS TELEPHONE INC.; WAR TELECOMMUNICATIONS COMPANY; and WEST SIDE TELECOMMUNICATIONS

General investigation into the provision of Data Base Management Services and into who pays the costs of such services.

COMMISSION ORDER

INTRODUCTION

This Order approves Verizon West Virginia, Inc.'s (Verizon-WV) revised tariff filing proposing to provide enhanced 911 data base management services statewide (DBMS), waives the necessity of filing a full *Tariff Rule* 42 Exhibit in support of its proposed tariff, approves Verizon-WV's proposed tariff filing after revision, clarifies that enhanced 911 DBMS are a competitive service offering, allows for the provision of statewide, averaged E911 rates, and requires Verizon-WV to make an unbundled rate offering - all in the interest of public safety and welfare.

BACKGROUND

Factual Background

Enhanced 911 (E911) services allow the transmission of the name, telephone number and physical location of the person making an emergency call to a public safety answering point (PSAP), commonly known as a "911 Call Center."

Verizon-WV has offered E911 services in a bundled package containing all components of E911 services at uniform rates throughout its service territory since 1994. Initially, Verizon-WV's E911 monthly rate was $85 per thousand ($85/1000) access lines. This rate was adopted by

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Citizens Telecommunications Company of West Virginia, Inc., dba Frontier Communications of West Virginia (Frontier) in its West Virginia service territory. In 2001, Verizon-WV increased its monthly E911 rate to $110 per thousand ($110/1000) access lines to pay for the upgrade of facilities necessary to handle wireless calls. Once again, Frontier adopted Verizon-WV's rate. Verizon-WV currently provides E911 service to 42 PSAPs operating in 45 West Virginia counties and Frontier provides E911 service to 10 PSAPs in the State's remaining counties. Frontier's service territory is predominantly rural and includes Hardy, Mercer, Jefferson, Calhoun, Tucker, Grant, Hampshire, Pleasants, Wayne, and Webster Counties.

With the passage of the Telecom Act in 1996, the Federal Communications Commission (FCC) established two phases to allow E911 information to be transmitted to PSAPs for wireless calls. During Phase I, equipment is to be upgraded to provide for the transmission of the wireless caller's telephone number (Automatic Numbering Information or ANI). During Phase II, the physical location of the wireless caller is to be identified (Automatic Location Information or ALI). All counties served by Verizon-WV are Phase I and II compliant.

PSAPs in those counties served by Frontier have been paying the same higher rate as Verizon-WV; however, they have not been receiving the same service. With the exception of Mercer County, no Frontier county can identify the name, number or location of calls from wireless phones. The same is true for calls to PSAPs from customers of competitive local exchange carriers (CLECs) and calls from customers using Voice over Internet Protocol (VoIP). PSAPs in the Frontier counties currently lack access to E911 DBMS and selective routing facilities that are necessary to provide full E911 service.

Procedural Background

On January 28, 2004, the Staff of the Commission (Staff) filed a petition to initiate a general investigation into the provision of DBMS for E911 services. The petition was filed as a result of a settlement reached in Case No. 03-1188-T-T, *Citizens Telecommunications Company of West Virginia dba Frontier Communications of West Virginia.*

In the 2003 *Citizens* case, Frontier, an incumbent local exchange carrier (ILEC), filed a tariff seeking Commission approval to establish a monthly rate of $210 per thousand ($210/1000) access lines for managing the DBMS used for E911 services, including the provision of ANI and ALI services. As the *Citizens* case proceeded, the parties disagreed on what the law required, on who should bear DBMS costs, and on whether an ILEC is the only entity that could reasonably provide DBMS. The parties recommended that the Commission initiate a general investigation to explore the issues from a statewide perspective, considering the effect of multiple CLECs, wireless carriers, and other telecommunications providers on the ability of the PSAPs to provide DBMS.

Task Force Recommendations, Initial Interventions and Related Filings

On June 1, 2004, the Commission granted the Staff's petition for a general investigation and ordered the filing of a proposed procedural schedule.

On June 16, 2004, the West Virginia E911 Council (E911 Council) filed a petition to intervene in this proceeding. On July 1, 2004, Washington/Baltimore Cellular Limited Partnership dba Cingular Wireless, LLC (Cingular) filed a petition to intervene. Also on July 1, 2004, Staff filed its Further Staff Memorandum.

On August 10, 2004, the Commission issued a Procedural Order establishing a procedural schedule in this proceeding. On September 27, 2004, Staff requested that the established procedural schedule be suspended and that a Task Force be established to investigate the issues and make recommendations to the Commission. On October 12, 2004, the Commission issued an order establishing the Task Force and requiring that the Task Force file a final report on or before March 31, 2005.

After two extensions of time, the Task Force, comprised of telecommunications carriers, PSAPs, and Staff, filed its Final Report, including a proposed Verizon-WV E911 Tariff on January 6, 2006. Essentially, the Task Force Report recommended that: (1) the Commission direct a full financial analysis of the proposed Verizon-WV's E911 DBMS tariff rates and of the cost information supplied to Verizon-WV by the independent ILECs; (2) a public hearing be held no later than April 2006 to review the audit results and to take comments of interested parties; (3) public notice of the hearing be provided to all ILECs, CLECs, West Virginia wireless carriers and county commissions; (4) Verizon-WV be granted the authority to serve outside its normal service area; and (5) the independent ILECs be required to modify their tariffs regarding the provision of E911 service.

By Order entered on February 7, 2006, the Commission directed Staff to conduct a complete financial analysis of the proposed Verizon-WV E911 DBMS tariff rates and the cost information supplied to Verizon-WV by the independent ILECs. Staff was ordered to file its report and recommendations on or before April 4, 2006. On March 31, 2006, Staff filed motions to extend the due date of Staff's Financial Report and to approve the Verizon E911 Tariff as emergency interim rates, subject to refund. At that time, Staff had initiated the financial analysis as ordered. Additional information was required by Staff and discovery had been initiated to obtain the data necessary for Staff to complete its Report.

On April 3, 2006, Verizon-WV filed a response in opposition to Staff's recommendation that the proposed Verizon-WV E911 DBMS tariff be approved immediately on an emergency interim basis, subject to refund. The Commission, by Order entered on April 7, 2006, deferred ruling on Staff's motion for approval of Verizon-WV's proposed E911 DBMS Tariff on an emergency interim rate basis, but extended the deadline for the filing of Staff's Financial Report to June 5, 2006. On April 10, 2006, Verizon-WV filed a more detailed opposition to Staff's motion for approval of interim rates. Verizon-WV challenged the jurisdiction of the Commission to order it

to provide E911 DBMS outside its service territory. Verizon-WV also argued that it would not be financially responsible for assuming the cost of implementing such a statewide E911 DBMS offering without assurances of final approval.

On April 10, 2006, Metro Emergency Operations Center of Kanawha County (Kanawha Metro) also filed a petition to intervene in this proceeding, and on April 14, 2006, Kanawha Metro filed a response in opposition to the Staff motion for interim rates. In support of its opposition, Kanawha Metro argued that: (1) Verizon-WV's proposed tariff would violate the statutory right of each West Virginia county to implement its own E911 service; and (2) the plan was discriminatory in that it was not based primarily upon the costs of providing E911 DBMS and would create a subsidy flow from some counties to others.

On April 11, 2006, Frontier filed a response in opposition to the Staff motion for interim rate approval and asserted that it would be inappropriate to require major reconfiguration of the existing E911 network prior to final approval of all associated rates and charges.

On May 22, 2006, the County Commission of Jefferson County, West Virginia (Jefferson County) petitioned to intervene. Jefferson County requested that the Commission approve the proposed Verizon-WV E911 DBMS tariff prior to December 21, 2006. Jefferson County asserted that Motorola's technical support for Jefferson County's Customer Premise Equipment (CPE) would end at 11:59 p.m., on December 31, 2006. Because of the age of the Jefferson County CPE, the equipment regularly malfunctions. Jefferson County argued that it is essential for the Commission to provide both interim and final relief at the earliest possible date.

On June 8, 2006, Staff again requested that it be granted an extension of time to file the Staff Financial Report. Staff asserted that discovery was still proceeding and that not all of the information necessary for the Staff Report had been received. On June 19, 2006, the Commission entered an Order: (1) denying the motion of Staff to implement emergency interim rates; (2) granting the motions of Kanawha Metro and Jefferson County to intervene; and (3) extending the due date of the Staff Financial Report until August 4, 2006.

On June 21, 2006, the Commission received a letter from the County Commission of Tucker County, West Virginia (Tucker County). The letter stated that in 2005, Tucker County had purchased E911 equipment, but could not provide E911 services to its residents because of limitations in the service provided by Frontier. Tucker County objected to having to pay the same rate for E911 services as the counties in which E911 DBMS are available. Tucker County urged the Commission to act expeditiously.

On August 4, 2006, Staff filed its Financial Report and recommendation. An error in this Report was corrected by a subsequent filing on August 8, 2006. The Report presented E911 DBMS rates for both Verizon-WV and Frontier. Staff asserted that both sets of rates were cost-based. Frontier's cost-based rate per month was higher than the Verizon-WV rate of $210/1000 access lines because Frontier had included certain cost elements not included by Verizon-WV in its rate determination. Although Verizon-WV agreed that the cost elements included by Frontier

were proper, Verizon-WV stated that it would honor its rate as submitted and analyzed by Staff. Although other telephone utilities had submitted tariff rates, Staff indicated that these rates were not cost-based, and Staff recommended that the other telephone utilities use the lower cost-based rates, unless good cause could be shown for using the higher tariff rates. On August 18, 2006, Verizon confirmed by letter that it was committed to the rates as submitted, but only in the context of a settlement of this proceeding.

On November 1, 2006, Staff filed its Fourth Final Joint Staff Memorandum, noting that none of the remaining ILEC's had filed cost evidence in support of their higher E911 DBMS rates and charges. Staff recommended that (1) Verizon-WV immediately update its previously filed E911 DBMS tariff to reflect the rates finally agreed upon through negotiations and (2) the Commission order all ILEC's to file updated E911 DBMS tariffs.

On November 3, 2006, the Commission entered an Order requiring each of the remaining ILECs to either accept the Frontier E911 DBMS tariff rates as their own or to submit their own cost-based rates. Staff was ordered to work with Jefferson County to ameliorate the impact of the loss of technical support if possible. Finally, this matter was set for hearing to be held on January 18, 2007. The Commission ordered public notice of the hearing through a statewide Class I legal publication.

On November 13, 2006, Verizon-WV responded to the Staff Fourth Final Joint Staff Memorandum. Verizon-WV stated its agreement in principle with the Staff recommendations. Verizon asked that it be allowed until December 14, 2006, to file updated E911 DBMS tariff rates, acknowledging that the Commission had entered an order on November 3, 2006, requiring the remaining ILECs to file their own cost-based rates by December 4, 2006, or accept the Frontier rates as their own.

Only Hardy Telecommunications, Inc., and West Side Communications responded to the Commission Order of November 3, 2006. Both ILECs stated that they would accept the Frontier cost-based E911 DBMS rates as their own.

On December 22, 2006, Verizon-WV filed its revised tariff, noting that the rates are based on the assumption that the non-responding ILECs would accept the Frontier rates as their own.

Continuance of the Hearing and Subsequent Efforts to Set a Procedural Schedule

On December 28, 2006, Kanawha Metro filed a motion to continue the hearing scheduled for January 18, 2007. In support of its motion, Kanawha Metro stated that additional time was necessary in order to have a forensic accountant review the cost data submitted in support of the Verizon-WV E911 DBMS proposed tariff rates. Kanawha Metro also indicated that the State 911 Conference was scheduled during the week of the hearing. On January 8, 2007, the Commission granted the Kanawha Metro motion and ordered that public notice of the continuance be made by statewide publication.

On January 10, 2007, the Commission received a letter from the E911 Council indicating that at a special meeting held on January 5, 2007, the E911 Council had unanimously approved a motion to approve the Verizon-WV proposed E911 DBMS tariff on a statewide basis. The motion also argued against continuing the January 18, 2007, hearing. The E911 Council emphasized the emergency nature of the action by indicating that both Mercer and Jefferson Counties needed to update their CPE and would not have emergency maintenance service on their systems after December 31, 2006. The E911 Council also voiced concern that it would take Verizon-WV six to nine months to establish a fully operational system after all final approvals are received.

Similarly, on January 11, 2007, Jefferson County filed its opposition to the continuance of the January 18, 2007 hearing date, arguing that it would actually be more convenient to hold the hearings when the State 911 conference is in session because many parties would be in Charleston. Jefferson County also asserted that any further delay of a case that was already three years old would be detrimental to those counties without E911 service. Jefferson County moved the Commission to rescind its Order dated January 8, 2007, and allow the hearing to take place as previously scheduled. On January 17, 2007, the Commission denied the E911 Council request to hold the January 18, 2007 hearing as previously scheduled. By that same order, the Commission denied the Jefferson County motion to rescind the January 8, 2007 Order.

On January 22, 2007, Kanawha Metro filed a letter by counsel suggesting that the Commission consider the time required for Kanawha Metro to review responses to data requests when rescheduling the hearing date.

On February 12, 2007, Staff, the E911 Council, Jefferson County, Verizon-WV and Frontier filed a joint motion requesting that the Commission establish a new procedural schedule. The week of March 5, 2007 was suggested as a new hearing date. Kanawha Metro opposed that joint motion. Kanawha Metro stated that it had received cost information from Frontier on February 5, 2007, and that meaningful review would require more time than the joint motion would provide.

On March 5, 2007, the Commission entered a Procedural Order which denied the procedural schedule as presented in the February 12, 2007 joint motion. All parties were directed to confer and file a joint proposal for a mutually agreeable procedural schedule.

Kanawha Metro Motion to Dismiss and Responses Thereto

On March 9, 2007, Kanawha Metro filed a motion to dismiss this proceeding for lack of subject matter jurisdiction. Kanawha Metro argued that *W. Va. Code* § 7-1-3cc granted the authority to create enhanced 911 systems to the counties of the State of West Virginia. Kanawha Metro asserted that the Commission was exceeding its jurisdiction by creating a statewide E911 system through the approval of tariff rates and charges for telephone utilities.

Staff filed a response in opposition to the Kanawha Metro motion to dismiss on March 13, 2007. Staff argued that *W. Va. Code* § 24-6-3(a) requires that the Commission develop, adopt and periodically review a comprehensive plan establishing the technical and operational standards to

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be followed in establishing and maintaining emergency telephone systems and enhanced emergency telephone systems. County E911 systems must be consistent with the comprehensive plan. If disputes arise among the counties, the Commission is obligated statutorily to centralize any multiple enhanced emergency telephone systems. The Staff also argued that the jurisdiction of the Commission to regulate services and rates of public utilities is clear under controlling authority.

Verizon-WV responded to the Kanawha Metro motion to dismiss for lack of jurisdiction on March 16, 2007. On March 20, 2007, Frontier filed a response in opposition to that same motion.

The Kanawha Metro Motion to Enjoin Ex Parte Communications and the Staff Response

On March 13, 2007, Staff received correspondence from Jimmy Gianato, Director of the West Virginia Division of Homeland Security and Emergency Management, asking that the correspondence be forwarded to the Chairman of the Commission. Mr. Gianato encouraged the Commission to schedule a hearing in this matter at the earliest possible date. This correspondence was docketed in this proceeding as part of the official case file by Staff on March 14, 2007. On March 19, 2007, Kanawha Metro filed a motion for an order enjoining the parties and interested entities/individuals from attempting to communicate *ex parte* with the Commission. Staff opposed the motion as unnecessary, arguing that the protections sought by Kanawha Metro were already afforded by law.

Proposed Hearing Schedules, Additional Filings and Intrado's Petition to Intervene

On March 22, 2007, Kanawha Metro filed a Reply to the Response of Staff and Verizon-WV. Kanawha Metro requested an immediate hearing or ruling on the issue of jurisdiction.

On March 26, 2007, Verizon, the E911 Council, Jefferson County, Frontier, the Consumer Advocate Division of the West Virginia Public Service Commission (CAD) and Cingular filed a jointly proposed procedural schedule. On March 26, 2007, Washington/Baltimore Cellular Limited Partnership dba Cingular Wireless LLC also filed a request that its name as a petitioner to intervene be changed to New Cingular Wireless PCS (New Cingular).

On March 27, 2007, Kanawha Metro filed a proposed procedural schedule that sought to have this matter set for hearing during the week of June 25-30, 2007. This proposed schedule was amended by a filing received on March 28, 2007.

On April 2, 2007, Intrado Communications, Inc.(Intrado) filed a petition to intervene in this proceeding.

Verizon-WV filed a letter with an attached e-mail message on April 2, 2007, to supplement the record regarding the jointly proposed procedural schedule.

On April 12, 2007, Kanawha Metro filed a motion in support of the Intrado intervention, and on April 13, 2007, Kanawha Metro filed a motion to stay this proceeding pending resolution of its

outstanding motion to dismiss. On April 13, 2007, Verizon-WV filed a letter stating that it had no objection to the intervention of Intrado.

Verizon-WV also filed a response on April 23, 2007, to the Kanawha Metro motions to further delay the proceeding.

Revised Verizon Cost Study

On April 4, 2007, Verizon-WV made a revised cost study available to all parties who had signed a proprietary agreement. According to Verizon-WV, the revised study contained certain changes including: (1) corrected mileage calculations and channel termination costs on certain circuit costs; (2) annuity factors applied to net present value expenses in several cost components; (3) power and engineered, furnished and installed (EF&I) factors applied for several cost components; and (4) installation services investments added to certain cost components. The new cost study supported a rate of $196.14 per thousand ($196.14/1000) access lines, but Verizon again stated that it would continue to honor its commitment to the initially proposed rate of $182 per thousand ($182/1000) access lines and its agreement to phase in the proposed increase.

April 24, 2007 Procedural Schedule

By Order entered on April 24, 2007, the Commission entered an order: (1) setting a procedural schedule; (2) dismissing the Kanawha Metro motion to enjoin ex parte communication as unnecessary; (3) granting the Intrado motion to intervene; and (4) denying the Kanawha Metro motion to stay. The following procedural deadlines were established and statewide public notice as a Class I legal advertisement was required:

Pre-filed direct testimony	To be filed on or before May 31, 2007
Pre-filed rebuttal testimony	To be filed on or before June 11, 2007
Hearing	To be held on June 21-22, 2007
Initial Briefs	To be filed on or before July 20, 2007
Reply Briefs	To be filed on or before July 30, 2007

Because the Commission concluded that a factual hearing would assist it in ruling on the jurisdictional issue, the Commission deferred ruling upon the Kanawha Metro motion to dismiss until after the hearing.

Pre-hearing Motions, Filings and Orders

New Cingular filed a motion on May 29, 2007, for additional time within which to file rebuttal testimony. New Cingular's counsel was scheduled to be out of the United States from June 1, 2007 until June 11, 2007. Additional time beyond June 11, 2007, would be required to review the prepared direct testimony and to prepare rebuttal, if necessary.

On May 31, 2007, Verizon-WV, Frontier, the E911 Council, Kanawha Metro, Intrado, Jefferson County, and Staff filed prepared direct testimony in support of their respective positions.

Verizon-WV prepared direct testimony in panel format. Cingular and CAD filed letters stating that they would not file prepared direct and reserved the right to cross-examine and to file rebuttal testimony.

On May 31, 2007, Verizon-WV filed a motion for a protective order, seeking protection of certain pre-filed direct testimony as proprietary in nature. As required by Commission practice, Verizon filed both public and proprietary versions of its prepared direct testimony. Verizon relied upon the trade secrets exception of the West Virginia Freedom of Information Act, *W. Va. Code* § 29B-1-1, et seq. (WVFOIA), stating that the information provided and identified as proprietary in nature was known to few individuals and that disclosure of the information to competitors would give those competitors a business advantage and harm Verizon-WV.

On June 4, 2007, Intrado filed a letter stating that it had no objection to the additional time requested by Cingular to prepare rebuttal testimony, and on June 7, 2007, Frontier filed a response to the Verizon motion for a protective order.

By Order entered on June 8, 2007, the Commission extended the time deadline for all parties to pre-file rebuttal testimony to June 15, 2007.

On June 11, 2007, Kanawha Metro filed a motion to strike the prepared direct testimony of Verizon-WV on the basis that the testimony in panel format hampered cross-examination. Kanawha Metro requested that Verizon-WV either identify each respondent in its prepared direct testimony or that the testimony be stricken.

The Mercer County Communications Center (Mercer County) filed a letter with the Commission on June 11, 2007. In the letter, Mercer County discussed the Jefferson County petition to intervene and explained that most of the statements made by Jefferson County were true for Mercer County and any other E911 centers using Motorola CPE in counties served by Frontier. Mercer County listed many of the difficulties it had encountered in providing E911 service and expressed concern about further delays in this proceeding. On June 11, 2007, the CAD filed a motion for additional time to respond to the Verizon-WV motion for protective order.

Verizon-WV responded on June 13, 2007, to the Kanawha Metro motion to strike the Verizon-WV prepared direct testimony in panel format. Verizon-WV pointed out that this form of presentation of prepared testimony had been approved by the Commission on multiple occasions since 1998 and requested that it be allowed to proceed using the panel format. Verizon-WV had updated its testimony on June 13, 2007 to identify which of its panel witnesses were sponsoring which portions of its pre-filed direct testimony.

On June 15, 2007, Verizon-WV, Frontier, Kanawha Metro, and Staff filed prepared rebuttal testimony.

The Kanawha Metro motion to strike the testimony of Verizon-WV was denied by Commission order on June 15, 2007. Recognizing that the Commission has previously permitted the use of panel testimony in order to expedite complex hearings, the Commission allowed Verizon-WV to proceed with its panel presentation.

On June 15, 2007, the Commission also granted the CAD motion for an extension of time to file a response to the Verizon May 31, 2007 motion for a protective order. CAD was given until June 19, 2007, to file a response and CAD filed its response in opposition to the Verizon-WV motion for a protective order on June 19, 2007.

On June 15, 2007, CAD filed a letter indicating that CAD had opted not to file rebuttal testimony, and reserving the right to cross-examine at the hearing. On that same date, Frontier informed the Commission by letter that it would not file rebuttal testimony for Randall J. Brockman. On June 15, 2007, Cingular also filed a letter indicating that it would not file rebuttal testimony and reserving the right to cross-examine and present testimony at the hearing.

Evidentiary Hearing

On June 21 and June 22, 2007, the Commission held the hearing as scheduled in the Howard M. Cunningham Hearing Room in the Public Service Commission in Charleston, West Virginia. At the hearing, Intrado filed a motion for *pro hac vice* admission of Rebecca Ballesteros to appear as counsel to Intrado. The Commission granted the motion. Verizon, Frontier, Cingular, the E911 Council, Kanawha Metro, Intrado, Jefferson County, CAD, and Staff appeared by counsel. Seven representatives of the public appeared at the hearing to voice their concerns about the current state of E911 service in West Virginia. They appeared on behalf of seven county PSAPs, including Preston, Summers, Ritchie/Doddridge, Logan, Webster, Tucker and Cabell Counties. Testimony was taken and evidence introduced, at the close of which this matter was submitted for a decision pending completion of a briefing schedule.

Post-hearing Filings and Orders

On June 28, 2007, Verizon-WV filed a motion for interim relief. Verizon-WV sought to maintain the status quo pending final resolution of this matter by seeking the Commission authorization for Verizon to continue charging monthly $110/1000 line rate for E911 DBMS. Verizon-WV's $110 rate was scheduled to drop to $85 on July 1, 2007, in accordance with the Commission Final Order in Case No. 01-1117-T-T, *Verizon West Virginia Inc.*, September 13, 2001. Verizon-WV had refrained from assessing the E911 rate to CLECs and wireless telecommunications providers until this case is finally resolved. Even with the additional revenue from the CLECs and wireless telecommunications providers, the Verizon-WV rate would need to increase to over $170/1000 lines. Verizon-WV indicated that it would be difficult to implement the required billing system changes to first reduce the rate from $110 to $85, then to increase it to a much higher rate within a short period of time. Verizon-WV thus sought authorization to continue to charge the $110/1000 line rate as currently being billed until this case is finally resolved.

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On July 2, 2007, Frontier also filed a motion for interim relief. Despite higher underlying costs, Frontier has been adopting the Verizon-WV rates for the provision of E911 DBMS. For the same reasons provided by Verizon in support of its motion for interim relief, Frontier moved the Commission to authorize Frontier to maintain the status quo insofar as E911 charges are concerned, pending final resolution of this case.

On July 2, 2007, the Commission entered an order approving the Verizon-WV June 28, 2007 motion for interim relief. Verizon-WV was authorized to continue charging monthly $110/1000 lines for E911 DBMS until the final resolution of this proceeding. The Commission also amended the briefing schedule to extend the time for filing initial briefs until July 26, 2007, with reply briefs due on August 6, 2007. On July 3, 2007, the Commission granted Frontier interim relief on its rates for the same reasons as it granted the Verizon-WV motion for interim relief.

Verizon-WV filed a motion to extend the briefing schedule on July 20, 2007. The motion was granted by Commission Order entered on July 24, 2007. It was ordered that post-hearing Initial Briefs would be filed on August 9, 2007, and post-hearing Reply Briefs would be filed on August 20, 2007.

Post-hearing Initial Briefs, including proposed Commission Orders, were filed by Commission Staff, Verizon-WV, Frontier, Intrado, Kanawha Metro, Jefferson County, and CAD. Post-hearing Reply Briefs were filed by Verizon-WV, Frontier, Intrado, Kanawha Metro, and CAD.

For discussion purposes, references to the exhibits will be by exhibit identification number made at the hearing, such as VZ Exh. 1, p. 1. All references to the transcript will be reflected as follows: Tr. Vol. . pp.

DISCUSSION

As part of this proceeding the Commission reviewed the pre-filed and direct and rebuttal testimonies, observed the witnesses presented during the two-day evidentiary hearing, and read the initial and reply post-hearing briefs.

Currently, in West Virginia counties outside the Verizon-WV service area, if a PSAP receives an emergency call from a CLEC, wireless, or VoIP customer, the only information received is that similar to Caller ID information. If the call is lost, there is no number to call back. Further, the location of the caller is unknown and valuable time is lost in responding to the caller (if a response can be made at all).

With full Phase I and II E911 functionality, county PSAPs will automatically receive information about the number from which each 911 call is made, the number to call back in case the call is disconnected or additional information is needed, and the location of the caller. The public safety, security and health benefits of fully enhanced E911 services are enormous to citizens currently living without such service. These benefits, however, also extend to all citizens of the State and to tourists as they travel throughout West Virginia.

The lives and property of West Virginia residents and visitors are substantially more at risk when located in the Counties of Mercer, Jefferson, Calhoun, Tucker, Grant, Hampshire, Pleasants, Wayne, Webster and McDowell as the result of the unavailability of E911 DBMS.

Preliminary Matter (1):

Whether the Commission should grant the Kanawha Metro motion to dismiss for lack of subject matter jurisdiction over this proceeding?

In its Motion to Dismiss for Lack of Subject Matter Jurisdiction, filed March 9, 2007, Kanawha Metro argues that the Commission lacks subject matter jurisdiction to create and implement an E911 system because under *W. Va. Code* § 7-1-3cc only a county commission has that authority. Kanawha Metro also argues that the Commission lacks the authority to compel any county to participate in an E911 system without its agreement.

W. Va. Code § 7-1-3cc in relevant part states:

> In addition to possessing the authority to establish an emergency telephone system pursuant to section four [§ 24-6-4], article six, chapter twenty-four of this code, a county commission or the county commissions of two or more counties may, instead, establish an enhanced emergency telephone system or convert an existing system to an enhanced emergency system. The establishment of such a system shall be subject to the provisions of article six [§§ 24-6-1 et seq.] of said chapter. The county commission may adopt rules after receiving recommendations from the West Virginia Enhanced 911 Council concerning the operation of all county emergency communications centers or emergency telephone systems centers in the state[.]

The statute is clear that a county commission or a group of county commissions may establish an E911 emergency telephone system or convert an existing system to an enhanced system, but *must* comply with the statutory requirements of *W. Va. Code* §§ 24-6-1, et seq., as specified in *W. Va. Code* §7-1-3cc.

W. Va. Code § 24-6-3(a) requires that the Commission develop a comprehensive enhanced 911 plan. In relevant part, the *Code* provision states: "The public service commission shall develop, review a comprehensive plan establishing the technical and operational standards to be followed in establishing and maintaining emergency telephone systems and enhanced emergency telephone systems." Additionally, the Commission must review the construction and switching replacement projections of each operating telephone company . See *W. Va. Code* § 24-6-3(c).

Once a comprehensive plan is adopted by the Commission, county governments have the discretion to establish an emergency telephone system within their jurisdictions. However, the county plan must be consistent with the comprehensive plan. While there is no statutory mandate that there be a single system, the systems should be centralized. See *W. Va. Code* § 24-6-4. Subsequently, however, if a conflict arises among county commissions, among telephone

companies, between a telephone company or companies and a county commission or commissions, or between the department of public safety [West Virginia State Police] and any of the foregoing entities concerning an enhanced 911 system or systems, the Commission has been given the statutory duty by the Legislature to resolve those conflicts. Among the statutory remedies provided to the Commission is the authority to centralize any multiple enhanced emergency telephone systems. See *W. Va. Code* §24-6-7.

The statutory authority of the Commission to adopt and periodically review a comprehensive plan for establishing and maintaining emergency and enhanced emergency telephone systems is in addition to the authority of the Commission to regulate services and rates of public utilities. The general powers of the Commission to approve tariffs and rates under *W. Va. Code* § 24-2-3 extend to the tariffs and rates for E911 services provided by telecommunications carriers. See, *W. Va. Code* §§ 24-1-1(a), 24-2-2(a), 24-2-4a, 24-2-4b, and 24-2-4c.

In its motion to dismiss, Kanawha Metro challenges the Commission authority to compel county participation in an E911 system. The Commission authority to review and consider the Verizon-WV proposed statewide rates for E911 service does not diminish the opportunity for other providers to offer E911 service in the State. Section 253(a) of the Telecommunications Act of 1996 specifically states:

> (a) IN GENERAL.—No State or local statute, or regulation, or other State or local legal requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.

Accordingly, all competitors remain free under federal law to enter the market to offer competing services.

Considering the evolution of this proceeding, the Commission has: (1) considered a proposed tariff filing by a regulated telecommunications provider; (2) created a task force and designated its responsibilities, all of which fall within the statutory mandate that the Commission adopt and periodically review a comprehensive plan establishing the technical and operational standards to be followed in establishing and maintaining emergency telephone systems and enhanced emergency telephone systems; (3) been advised concerning the reasonableness of the Verizon-proposed statewide DBMS rates and charges; and (4) considered these and other related issues in an extensive and well presented hearing by the parties.

The Commission finds that it has not only the authority, but the duty to establish, review, and update the comprehensive enhanced 911 plan and to review all utility rates and charges. Further, in exercising its statutory authority, the Commission is not compelling county participation in a statewide E911 system, as Kanawha Metro maintains in its motion to dismiss and Proposed Findings of Fact and Conclusions of Law. See, Kanawha Metro Proposed Finding of Fact 5. The Verizon-WV proposed E911 service is, in fact, not mandatory and not exclusive. The Kanawha Metro Motion to Dismiss for Lack of Subject Matter Jurisdiction is denied.

Issues:

1. Whether the Commission should reject the Verizon-WV proposed statewide, phased-in tariff on the grounds that Verizon-WV did not file a Tariff Rule 42 Exhibit?

Kanawha Metro and Intrado claim that although cost data supporting the proposed E911 rate was filed with the Commission in this proceeding, Verizon-WV did not comply with *Rule* 42 of the Commission *Rules for the Construction and Filing of Tariffs,* 150 *C.S.R.* 2 *(Tariff Rules)* in that total company financial data included in a *Tariff Rule* 42 Exhibit was not filed as part of the proposed tariff change. Tr. Vol. II, p. 286. They also argue that Verizon-WV did not apply for or receive a waiver of such filing requirements. Tr. Vol II, p. 375.

The telecommunications industry, however, has not been regulated on a rate-base/rate-of-return basis for nearly two decades. Tr. Vol II, pp. 372-373. Consequently, telecommunications carriers routinely make filings without including full *Rule* 42 Exhibits, pursuant to the Commission *Tariff Rules. Id.* As Staff witness Dannie Walker explained at hearing, Verizon-WV has not had a general rate case in West Virginia since 1984. Tr. Vol. II, pp. 372-373; *C & P Telephone Co. of W. Va.,* Case No. 84-747-T-42T, Final Order (Sept. 6, 1985).

Since that time and because of the tremendous changes within the telecommunications industry, the Commission has regulated Verizon-WV and other telecommunications providers in West Virginia by a series of incentive regulation plans, commonly known as alternative rate plans. Alternative rate plans allow for a relaxation of traditional rate-base/rate-of-return regulation in telecommunications. The State Legislature specifically endorsed this regulatory approach in 1990 when it adopted *W. Va. Code* § 24-2-3c, allowing the Commission to cease regulation of "workably competitive" telecommunications services. Subsection (e) of that statute states "[n]othing in this section limits the commission's power to continue to engage in incentive or other innovative forms of rate-making in connection with its regulation of those services which it has not determined to be subject to workable competition."

During the course of this proceeding, Verizon-WV, CAD and Staff in fact were negotiating in a different Commission proceeding, a joint petition for review and approval of a Market Transition Plan ("MTP"), an alternative rate plan governing the Verizon-WV services and rates through 2010. On December 15, 2006, the parties filed the joint petition, which the Commission thereafter approved. See, Verizon West Virginia, Inc., Case No. 06-1935-T-PC, Commission Order (Dec. 21, 2006).

Under Paragraph 4(a)(I) of the MTP, the Commission allowed Verizon-WV to raise E911 rates to the level to be determined by the Commission in this proceeding. The same paragraph also provided for the four-step phase in of the Verizon-WV E911 rates. On page 2 of the December 21, 2006 Order approving the MTP Joint Stipulation, the Commission stated that any rate changes contemplated by the MTP would not become effective until after proper notice and future order of the Commission. Verizon-WV filed a copy of the required notice with the Commission on February 13, 2007. That notice read in pertinent part:

The MTP includes rate caps on basic and discretionary services. Allowed rate changes under the rate caps include:

> Subject to phase-in provisions specified in the MTP, Verizon WV may (1) introduce a new pricing structure for Enhanced 911 services in accordance with any order that may be entered by the Commission in Case No. 04-0102-T-GI or related case concerning the provision of Enhanced 911 database management services, or (2) to request by appropriate filing with the Commission that the rates and charges for Enhanced 911 services be increased, if necessary, to a level that is sufficient to recover the costs of providing such services.

Following the publication of the required notice and review of the proposed rate changes, on March 26, 2007, the Commission entered an Order approving the rate changes proposed in the MTP. *Verizon West Virginia Inc.*, Case No. 06-1935-T-PC, Commission Order (Mar. 26, 2007).

The record clearly shows that Kanawha Metro and Intrado have been afforded actual notice of the Verizon-WV proposed E911 rate changes as witnessed by their intervention and participation in this case. The same is true of the West Virginia E911 Council and numerous other county PSAPs that actually intervened or appeared as part of this proceeding. In addition, Kanawha County and other county PSAPs have had constructive notice of the same E911 rate changes through publication of the notice in Case No. 06-1935-T-PC. All parties willing to review cost data, subject to a confidentiality agreement, have had an opportunity to review that data and to file testimony rebutting the filings submitted by Verizon-WV. Kanawha Metro and Intrado have fully availed themselves of this opportunity.

The Verizon-WV tariff proposal and proposed rates have been properly noticed to the public, and submitted by Verizon-WV as required by the Commission in this proceeding. The review of the proposed tariff change for E911 service in this case is consistent with the MTP approved by the Commission on March 26, 2007. The Commission concludes that *Tariff Rule* 42 does not create a procedural impediment preventing the review by the Commission of the Verizon-WV proposed rates for E911 service in this case.

The Commission may waive *Tariff Rule* 42 filings and frequently does so for good cause shown.[1] *Tariff Rule 42*. Good cause exists because for many years, Verizon-WV has transitioned in the telecommunications market through a series of Commission approved plans in Case Nos.

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[1] See *West Virginia-American Water Company and the Regional Development Authority of Charleston – Kanawha County*, Case No. 06-1858-W-CN-PC (Mar. 15, 2007); *City of Cameron*, Case No. 06-1487-W-CN (Jan. 23, 2007); *Cave Road Utilities, Inc.*, Case No. 06-1823-WS-ACN-PW (Jan. 22, 2007); *Town of Farmington*, Case No. 06-1491-W-CN, (Jan. 10, 2007); *Monongahela Power Company and the Potomac Edison Company each doing business as Allegheny Power*, consolidated Case Nos. 05-0402-E-CN and 05-0750-E-PC (Apr. 7, 2006). See also *Liberty Gap Wind Force*, LLC, Case No. 05-1740-E-CS (June 22, 2007).

83-259-T-SC, 90-613-T-PC, 94-0725-T-PC, 97-1461-T-PC, 00-0705-T-PC and 06-1935-T-PC. In addition, the Verizon-WV cost study and other evidence of record enables the Commission to make a determination as to the reasonableness of the Verizon-WV proposed rate.

2. Whether Verizon-WV proposed E911 tariff is reasonable with respect to cost?

Verizon-WV used a total service long-run incremental cost study, a forward-looking cost methodology, to develop proposed rates. For the past twenty years, the telecommunications industry has used forward-looking cost methodologies to develop prices for such services as 911, basic exchange service, vertical services, and data services. Tr. I, p. 94 The FCC requires the use of forward-looking costs for pricing unbundled network elements. Tr. II, p. 79.

Forward-looking cost study methodologies price a service based upon the total costs to provide a service, completely revising the entire pricing without reference to how those services previously were priced. In contrast, the Kanawha Metro cost analysis begins with complete acceptance of the historical rates and services Verizon-WV currently provides, and then attempts to identify those additional costs that Verizon-WV will incur to provide service outside of its existing incumbent service area. Metro Exh. 4, p. 4.

The bases of the Kanawha County claim are various critiques of the Verizon-WV cost study presented by the Kanawha Metro witness Morgan Winfree. However, each of these critiques was rebutted by the Verizon-WV witness. VZ Exh. R [Coates]. In addition, Kanawha Metro has never presented its position on what an appropriate rate should be.

The Verizon-WV tariff is reasonable when compared to its current tariff. Its proposed monthly rate for E911 service of $182/1000 access lines averages out to approximately a 65% increase over the current rate of $110/1000 access lines, although the actual increase varies by county. Under the terms of the Verizon-WV current tariff, however, the $110/1000 line rate can be applied to all access lines: ILEC, wireless, and CLEC, but Verizon-WV has only been billing for ILEC lines. Tr. Vol. I, p. 66. If Verizon-WV applied the current tariff as written, the bills for certain PSAPs would more than double because there are now more wireless phones in West Virginia than land line phones. *Id.* This would result in an effective rate per land line double the current rate.

The Verizon-WV proposed E911 rate was developed by including wireless costs. As a result, bills to PSAPs will only be based on the number of land lines served by each PSAP, as clarified by Verizon-WV at hearing. Tr. Vol. II, pp. 50-52. Footnote 4 on page 14 of the proposed tariff sets forth the method by which PSAPs will be billed for E911 service each month. Verizon-WV Exh. 1. Under the original language of footnote 4, the number of land line and wireless calls or lines in each county are assumed to be equal during the initial billing period. However, in subsequent years, footnote 4 stated that billing would be in proportion to the ratio of wire-line calls to wireless calls. Tr. Vol. II, p. 45. At hearing, Verizon-WV agreed to modify the language of footnote 4 to maintain the assumed equal ratio of land line and wireless calls for billing purposes. Tr. Vol. II, pp. 50-52. Thus, billing under the proposed tariff will be based solely on the number of land lines, including CLEC lines, served by each PSAP. Tr. Vol. I, p. 69. This stands in contrast to the current tariff that

allows billing of all lines. *Id.*, pp. 66; 74. When compared in this way, the effective rate per land line under the current tariff and the proposed tariff is almost identical, supporting the overall reasonableness of the Verizon-WV proposed rates.

Completely resetting the Verizon-WV prices, rather than building upon historical rates as Kanawha Metro advocates, is appropriate for several reasons. First, the Verizon-WV rates have not been adjusted since 2001. Tr. Vol. II, p. 40. Second, Verizon-WV began providing DBMS to PSAPs within its service area, including Kanawha Metro, without adjusting rates to reflect the additional service. Tr. Vol. II, pp. 92; 212-213. Third, the Verizon-WV service area under the plan will be increased significantly and its costs will change. Tr. Vol. I, pp. 72; 169-170; 176; Tr. Vol. II, p. 116; Frontier Exh.1, p. 10. Fourth, Verizon-WV has not been assessing all of the charges that are provided in its current tariff. Tr. Vol. I, pp.70-71. Taken together, these factors favor completely revisiting the Verizon-WV rates. Using its cost methodology, Kanawha Metro would omit any correction of rates for the additional DBMS it has been receiving and continues to receive without charge and would omit any correction for tariff charges that Verizon-WV has not been assessing.

3. ***Whether approval of the Verizon-WV statewide averaged E911 tariff would unduly discriminate against Kanawha-Metro or any other PSAP?***

The Verizon-WV proposed tariff will charge PSAPs $182/1000 access lines monthly for the provision of E911 service throughout the State by averaging all of its costs for E911service across the entire State. Kanawha Metro already receives E911 DBMS from Verizon-WV. In fact, Kanawha County Commissioner Kent Carper diligently worked with the Verizon-WV predecessor, C & P Telephone Company, over twenty years ago to develop an E911 system for Kanawha County which was the first in the State and one of the first in the Eastern United States. Tr. Vol II, p. 322. At that time, the State of West Virginia did not assist in paying for E911 so the Kanawha County Commission and the City of Charleston subsidized the Kanawha County 911 system in the amount of $500,000 and $1 million per year, respectively. The amounts subsidized by the City and the County were in addition to the amount the citizens of Kanawha County contributed by supporting every requested increase necessary to build the system. Tr. Vol. II, pp. 320, 323-324.

Kanawha Metro has worked hard and spent dearly to develop E911 service for county citizens and maintains that it derives no additional benefit from the provision of E911 DBMS to the ten Frontier counties. Metro Exh. 1, p. 7. Kanawha County houses two major Verizon-WV switching centers and is opposed to subsidizing the more rural, less populated counties that are located at greater distances from the Verizon-WV switching centers. *Id.*

The Verizon-WV averaging of its costs across the State is a continuation of the current E911 tariff that has used statewide averaged rates since 1994. Tr. Vol. I, p. 59. This Commission has historically supported statewide and utility-wide rates for decades as a reasonable, non-discriminatory and equitable cost-based way to price service offerings:

> The Commission is of the opinion that the Company's STP [single tariff pricing] proposal results in a just, reasonable, sufficient and non-discriminatory rate for all of the customers of WVWC [West Virginia Water Company]. Each customer will pay the same rate for a like and contemporaneous service made under the same or substantially similar circumstances and conditions. ... A STP methodology... does not result in undue discrimination or favoritism between persons and between locations for a like and contemporaneous ...service.

(Emphasis in original).

West Virginia Water Company, Case No. 81-126-W-42A, "Order Approving Single Tariff Pricing" (May 26, 1982); app. den. 70 ARPSCWV 480 (Sept. 21, 1982). See also, Pendleton County PSD, Case No. 94-1123-PWD-CN, Commission Order (Jan. 9, 1996).

Understandably, for the reasons set forth above, Kanawha Metro opposes the Verizon-WV proposed tariff. In today's computer and technology era, it is conceivable (but not practical) to price service individually. The question is whether that would be more equitable or efficient (or more accurate for that matter). It has long been the case that rates are averaged across a service area of a regulated carrier. All customers pay the same rate for the same class of telephone service from the same carrier, regardless of the cost to serve an individual customer. Tr. Vol. II, pp 160-161; 180; 337; Frontier Exh. 3, p. 5; Frontier Exh.1, p. 9. Just as the Verizon-WV rates for E911 services currently are averaged within its service area, it proposes that E911rates be the same throughout a newly-certificated E911 service area. Tr. Vol. I, p. 201. See also Frontier Exhibit 1, p. 9.

The record does not support overturning this long-standing regulatory principle or overturning the Commission policy of averaging rates for E911 service that has existed since 911 rates were first established in *General Investigation into the Practices of and Rates Charged by Certain Local Exchange Carriers with Respect to Emergency Telephone Systems service,* Case No. 93-0764-T-GI, Commission Order (Dec. 21, 1993). Tr. Vol. II, pp. 357-358; Frontier Exh. 2, pp. 2-3.

While Chapter 24 of the *W. Va. Code* is replete with prohibitions against undue discrimination, none of the statutory provisions preclude any and all discrimination, *per se.* See *W. Va. Code* §§ 24-1-1(a)(4); 24-2-2(a); 24-2-3; 24-2-4b(b); and 24-2-7(a). The approval of statewide or averaged rates to assure equal accessibility to essential E911 DBMS rates by all West Virginia PSAPs will not create undue discrimination against those county PSAPs who currently receive E911 DBMS.

4. Whether E911 rates should be bundled?

The Verizon-WV E911 tariff rate in West Virginia has been bundled since 1994. This means that there is a single rate for the entire E911 service. PSAPs cannot purchase individual pieces of

the E911 service on an a la carte basis. Intrado objects to the lack of unbundled rate elements in the proposed tariff as being anti-competitive.

Although Verizon-WV stated that it could unbundle its rates, it has resisted doing so because the PSAPs had requested the bundled rate. Tr. Vol. I, p. 160. Verizon offers unbundled E911 tariffs in other states. In fact, Verizon-WV witness Christopher Coates said that he could not compare rates in West Virginia to other Verizon states because those states had *unbundled* rate elements. *Id.*, pp.101-102. At hearing, Staff testified to the rates from the Verizon E911 tariff in Maryland that offered a bundled rate, but also had unbundled rate elements for selective routing and ANI services. Tr. Vol. II, pp. 340-341.

Verizon-WV has offered to make the separate components of E911 services available in a timely manner. Proposed Order of Verizon-West Virginia, p.111, Verizon-WV Findings of Fact 27-28. Additionally, Verizon-WV has modified its original proposal to make clear that counties could opt out, in whole or in part, from E911 service with Verizon-WV. VZ Exh. R, p. 4; Tr. Vol. I, p. 215.

The Commission will approve the Verizon-WV bundled averaged E911 tariff. Contrary to the concerns of Intrado, the Verizon-WV proposed tariff allows for competitive entry by other providers of E911 services. Nothing in the plan makes Verizon-WV the exclusive provider of E911 services. Instead, the rates Verizon-WV developed are based on the assumption that all counties in West Virginia participate in the plan and that Verizon-WV provides service to all counties in the State. If either of those assumptions does not accurately reflect how the plan is implemented, rates could change. Tr. I, pp. 21; 83; 209-211.

The Commission will also require Verizon-WV to supplement its E911 tariff with unbundled rate elements for selective routing and ANI/ALI services. Supporting cost information should also be filed with the unbundled rate elements. This will provide a foundation for competitive E911 future offerings in the State and provide more purchasing options to PSAPs, either individually or collectively.

5. Whether the Verizon-WV proposed offset of implementation costs with Market Transition Plan public benefit grant funds in order to phase in its rates would be anti-competitive?

The Verizon-WV Commission-approved MTP is an alternative regulation plan that balances competing interests and viewpoints with a goal of benefitting the public interest by ensuring reasonable rates. See, e.g., Citizens Telecommunications Company of West Virginia dba Frontier Communications of West Virginia, Commission Order, Case No. 05-0040-T-PC, Attachment ¶¶ 11, 13 (May 4, 2005). Under Section 4 of the MTP, E911 services are classified as Category I services, the prices of which are normally set for the duration of the plan but were specifically

exempted because of the pendency of this proceeding. Verizon-WV agreed to phase in its proposed E911rates over four steps if the rates were approved as part of the resolution of this proceeding. Verizon West Virginia, Inc., Case No. 06-1935-T-PC, Commission Order (March 26, 2007).

The MTP includes a public benefits expenditure provision. Under Section 15 of the MTP, Verizon-WV is required to make annual grants totaling $1.7 million to the State, local agencies, or community-based non-profit groups for public benefits. However, Section 15 also states that if the phase in of E911 rates is approved, Verizon-WV can offset its annual public benefits' commitment by the amount of revenue forgone as a result of the phase in. *Id.*

The rate phase in would result in a monthly rate for E911 service of $128 per thousand ($128/1000) lines the first year; $146 the second; $164 the third; and $182/1000 lines the fourth year. Tr. Vol. I, p. 87. Verizon-WV has not sought a flash cut to the existing rate; on the contrary, with the rate phase in, Verizon-WV will receive approximately $900,000 less the first year than under full rates. Consequently, pursuant to the MTP, the Verizon-WV public benefits' commitment would be offset by $900,000 the first year, and lesser amounts the next two years. Tr. Vol. I, p. 89.

Intrado claims that the phase in of the Verizon new E911 rate is anti-competitive since the rates during the phase in will be below the costs indicated by the Verizon cost study. Proposed Commission Order Prepared by Intrado Communications, Inc., pp. 16-19. Intrado complains that the final rate of $182/1000 lines is too low, and therefore, anti-competitive. *Id.*, p. 3. Kanawha Metro complains that the proposed rate is too high and the rate increase of 65% or more is too large. Tr. Vol. II, pp. 285-286. Each of these concerns is defensible. A price set too low will stifle competition; a price set too high will impose unreasonable burdens on PSAPs and the public. The Commission is called to perform a balancing role in reconciling these two seemingly opposing interests. See W. Va. Code § 24-1-1(b).

The phase in of the new rate called for in the Verizon-WV MTP is an appropriate way for the Commission to strike this balance. PSAPs will see moderate predictable increases in the rate for E911 services over the next three years. At the same time, the rate will become increasingly higher with the passage of time, providing Intrado opportunities to make inroads with different county PSAPs, and ultimately the State as a whole. In this manner, rate impacts on customers can be mitigated, and market forces can be introduced into another area of telecommunications.

Parties to this proceeding have suggested that instead of phasing in the rate, that equivalent grants should be given to PSAPs so that they can make their own purchasing decisions or that the Commission should direct Verizon-WV to place the funds into a general fund administered by a third party. Intrado Exh. 1, p. 24. The Commission declines to do so. The MTP was a negotiated settlement in Case No. 06-1935-T-PC among the parties to that case. Changing the public benefit fund portion of the MTP affects other terms which likely would have been different had the parties known that public benefit funds would not be used to phase in E911 rates. Moreover, the MTP is

a Commission-approved plan that will use public benefit funds to facilitate the phase in of the Verizon-WV new E911 rates, and thereby provide a direct benefit to each and every PSAP in the State. The Commission finds that there is no sufficient basis for disturbing the MTP in this proceeding.

Staff argues that it would be unfair to the counties to eliminate the phase in of the Verizon E911 DBMS rates as long as there is no competition for the provision of E911 DBMS. See Initial Brief of Staff, Proposed Conclusion of Law 21, p. 35-36. Staff also argues that it would be anti-competitive for Verizon-WV to use its MTP technology grant funds to phase in its rates if there were a competitor in the market. See Initial Brief of Staff, Proposed Conclusion of Law 20, p. 35. The Commission notes that the Verizon-WV MTP governs its rates and services through 2010 only. See Verizon West Virginia, Inc., Case No. 06-1935-T-PC, Commission Order (Dec. 21, 2006).

As is obvious by the participation of Intrado in this case, other providers may offer competitive E911 services, and PSAPs are free to purchase E911 service from whichever provider best suits their needs. In fact, on March 28, 2007, Intrado was issued a certificate by the Commission to provide such statewide E911 services. See, Intrado Communications Inc., Case No. 06-1892-T-CN, Recommended Decision (March 8, 2007; final March 28, 2007). Intrado testified at hearing that it could offer a monthly rate of $231/1000 lines for E911 service. Tr. Vol II, p. 219, but has not yet made an appropriate tariff filing with the Commission proposing the rates, standards, terms and conditions for the E911 services that Intrado intends to offer in West Virginia.

Preliminary Matter (2):

Whether the Commission should grant the Verizon-WV motion for protective treatment?

On May 31, 2007, Verizon-WV filed a motion seeking protective treatment of certain exhibits attached to its direct testimony and portions of testimony referencing information contained in those exhibits. The exhibits in question were: (1) Exhibit 2, which Verizon-WV identifies as "Highly Proprietary" and describes as a "Diagram of Current Network and Proposed Network"; (2) Exhibit 5, described as the Verizon-WV "Price Change Breakdown Overview" and identified as "Proprietary"; and (3) Exhibit 6, which Verizon-WV describes as its "Cost Study" and claims is "Highly Proprietary." See VZ Exh. DP, Table of Exhibits. Portions of the Verizon-WV prepared direct testimony referencing information contained in these exhibits were also redacted. See VZ Exh. DP, pp. 14 (related to VZ Exh. 5); *Id.*, pp.19-25; 27 (related to VZ Exh. 2 and/or VZ Exh. 6).

Verizon-WV claims the information that was the subject of its motion for protective order is exempt from disclosure under the West Virginia Freedom of Information Act's ("WVFOIA") exemptions for "trade secrets" and/or Homeland Security-related information. See W. Va. Code §§ 29B-1-4(a)(1), (10), (13) and (15).

Frontier seeks to withhold certain information designated as "proprietary" in the prepared direct testimony of Randall Brockmann and in certain exhibits relating to the cost of the Frontier facilities used in the preparation of the Verizon-WV cost study. Frontier, however, did not file a motion for protective order regarding such information. Nor did Frontier make a motion for protective treatment during the hearing in this proceeding. Tr. Vol. I, pp. 35; 37.

As it is possible for the Commission to issue this Order without including any of the proprietary information, the Commission concludes that there is no need to rule upon the requests for protected treatment at this time as the Commission is addressing the protection of sensitive information dispositively in Case No. 07-0558-T-GI, *General Investigation into Procedures for the Protection of Confidential Information in Commission Proceedings*. The Commission shall direct its Executive Secretary to maintain the information separate and apart from the rest of the file. If there is a request filed with the Commission in the future to make such information public, the Commission shall require the entity seeking protective treatment to argue its request for protective treatment at that time.

FINDINGS OF FACT

1. Enhanced 911 (E911) services allow the transmission of the name, telephone number and physical location of the person making an emergency call to a PSAP.

2. Verizon-West Virginia, Inc. (Verizon-WV) has offered E911 services in a bundled package containing all components of E911 services at uniform rates throughout its service territory since 1994. Tr. Vol. I, pp. 57-59.

3. Verizon-WV currently provides E911 service to 42 PSAPs operating in 45 West Virginia counties and Frontier provides E911 service to 10 PSAPs in the State's remaining counties. The service territory of Frontier is predominantly rural and includes Hardy Mercer, Jefferson, Calhoun, Tucker, Grant, Hampshire, Pleasants, Wayne, and Webster Counties. Verizon's Initial Brief at p. 112.

4. Initially, the Verizon-WV E911 monthly rate was $85/1000 access lines. This rate was adopted by *Citizens Telecommunications Company of West Virginia, Inc., dba Frontier Communications of West Virginia* (Frontier) in its West Virginia service territory. Tr. Vol. I, pp. 243-244, 247; Tr. Vol. II, pp. 24, 96; Tr. Vol. II, pp. 95-96.

5. In 2001, Verizon-WV increased its monthly E911 rate to $110/1000 access lines to pay for the upgrade of facilities necessary to handle wireless calls. Frontier also adopted that Verizon-WV rate. Tr. Vol. II, pp. 24, 96; Tr. Vol. II, pp. 93, 123.

6. PSAPs in those counties served by Frontier have been paying the same higher rate as Verizon-WV, however they have not been receiving the same service. Tr. Vol. I, pp. 55, 61; Tr. Vol. II, p. 123.

7. With the exception of Mercer County, no Frontier county can identify the name, number or location of calls from wireless phones. The same is true for calls to PSAPs from customers of competitive local exchange carriers (CLECs) and calls from customers using Voice over Internet Protocol (VoIP).

8. PSAPs in the Frontier counties currently lack access to E911 DBMS and selective routing facilities that are necessary to provide full E911 service.

9. A Task Force established by the Commission and comprised of telecommunications carriers, PSAPs, and Staff, filed its Final Report into DBMS for E911 services, including a proposed Verizon-WV E911 Tariff on January 6, 2006.

10. The Task Force recommended that: (1) the Commission direct a full financial analysis of the proposed Verizon-WV E911 DBMS tariff rates and of the cost information supplied to Verizon-WV by the independent ILECs; (2) a public hearing be held no later than April 2006 for review of the audit results and to take comments of interested parties; (3) public notice of the hearing be provided to all ILECs, CLECs, West Virginia wireless carriers and county commissions; (4) Verizon-WV be granted the authority to serve outside its normal service area; and (5) the independent ILECs be required to modify their tariffs regarding the provision of E911 service.

11. On January 6, 2006, the Task Force filed its Final Report. The Final Report included a proposed Verizon tariff establishing a statewide monthly rate of $198/1000 access lines to be charged by Verizon as the single E911 DBMS provider in West Virginia. See VZ. Exh. 1; Staff Exh. 1, pp. 4-8.

12. By Order entered on February 7, 2006, the Commission directed the Staff to review the financial analysis underlying the $198/1000 monthly rate of access lines and the cost information provided to Verizon by the ILECs. See Case No. 04-0102-T-GI, Commission Order, p. 7.

13. Subsequently, Verizon filed a cost study supporting an increase from its current monthly rate of $110/1000 access lines to a monthly rate of $182/1000 access lines. Tr. Vol. I, p. 60.

14. Verizon filed a Total Service Long Run Incremental Cost (TSLRIC) model, which used different cost components than its prior analyses. This study generated an E911 DBMS

monthly cost of $196.14/1000 access lines. However, Verizon continued to offer the service for the previously proposed $182 per month per thousand access lines. Tr. Vol. I, pp. 92-93.

15. Telecommunications carriers routinely make filings without including *Rule* 42 Exhibits, pursuant to the Commission *Rules for the Construction and Filing of Tariffs, 150 C.S.R.* 2. *Id.*

16. Verizon-WV did not file the company financial data included in a *Tariff Rule* 42 Exhibit under the *Rules for the Construction and Filing of Tariffs,* 150 *C.S.R.* 2 as part of its proposed tariff. Tr. Vol. II, p. 286. Nor did Verizon-WV apply for or receive a waiver of such filing. Tr. Vol II, p. 375.

17. Verizon-WV has not had a general rate case in West Virginia since 1984. Tr. Vol. II, pp. 372-373; *C & P Telephone Co. of W. Va.,* Case No. 84-747-T-42T, Final Order (Sept. 6, 1985).

18. On December 15, 2006, Verizon-WV, CAD and Staff filed a joint petition for review and approval of a Market Transition Plan ("MTP"), an alternative rate plan governing the Verizon-WV services and rates through 2010, which the Commission approved on December 21, 2006. Verizon West Virginia, Inc., Case No. 06-1935-T-PC, Commission Order (Dec. 21, 2006).

19. Under Paragraph 4(a)(I) of the MTP, the Commission allowed Verizon-WV to raise E911 rates to the level to be determined by the Commission in this proceeding. The same paragraph also provided for the four-step phase in of the Verizon-WV E911 rates. *Id.*

20. On page 2 of the December 21, 2007 Order approving the MTP Joint Stipulation, the Commission stated that any rate changes contemplated by the MTP would not become effective until after proper notice and future order of the Commission. Verizon-WV filed a copy of the required notice with the Commission on February 13, 2007. *Id.*

21. Following the publication of the required notice and review of the proposed rate changes, on March 26, 2007, the Commission entered an Order approving the rate changes proposed in the MTP. *Verizon West Virginia Inc.,* Case No. 06-1935-T-PC, Commission Order (Mar. 26, 2007).

22. For the past 20 years, the telecommunications industry has used forward-looking cost methodologies to develop prices for such services as 911, basic exchange service, vertical services, and data services. Tr. Vol. I, p. 94

23. Verizon-WV used a total service long-run incremental cost study, a forward-looking cost methodology, to develop proposed rates in this case. Tr. Vol. I, pp. 93-94.

24. Forward-looking cost study methodologies price a service based upon the total costs to provide a service, completely revising the entire pricing without reference to how those services previously were priced.

25. Kanawha Metro has never presented its position on what an appropriate rate should be.

26. Verizon-WV's proposed monthly rate for E911 service of $182/1000 access lines averages approximately a 65% increase over the current rate of $110/1000 access lines, although the actual increase varies by county.

27. The Verizon-WV current tariff can be applied to all access lines: ILEC, wireless, and CLEC, but Verizon-WV has only been billing for ILEC lines. Tr. Vol. I, p. 66.

28. If Verizon-WV applied the current tariff as written, the bills for certain PSAPs would more than double because there are now more wireless phones in West Virginia than land line phones. *Id.*

29. Verizon-WV has been providing DBMS to PSAPs within its service area, including Kanawha Metro, without adjusting rates to reflect the additional service. Tr. Vol. II, pp. 92; 212-213.

30. The Verizon-WV proposed E911 rate was developed by including wireless costs. As a result, bills to PSAPs will only be based on the number of land lines served by each PSAP. Tr. Vol. II, pp. 50-52.

31. The Verizon-WV proposed tariff sets forth the method by which PSAPs will be billed for E911 service each month. Verizon-WV Exh. 1, n. 4.

32. The Verizon-WV tariff will maintain the assumed equal ratio of land line and wireless calls for billing purposes. Tr. Vol. II, pp. 50-52. Billing under the proposed tariff will be based solely on the number of land lines, including CLEC lines, served by each PSAP. Tr. Vol. I, p. 69.

33. The Verizon-WV tariff proposes to charge PSAPs $182/1000 access lines monthly for the provision of E911 by averaging all of its costs for E911 service across the entire State.

34. Verizon-WV's averaging of its costs across the State is a continuation of the current E911 tariff that has used statewide averaged rates since 1994. Tr. Vol. I, p. 59.

35. The Commission has historically supported statewide and utility-wide rates, which are common in the telecommunications industry. Tr. Vol. II, p.335, See also, West Virginia Water Company, Case No. 81-126-W-42A, "Order Approving Single Tariff Pricing" (May 26, 1982).

36. The Verizon-WV E911 tariff rate in West Virginia has been bundled since 1994 and there is a single rate for the entire E911 service. PSAPs cannot purchase individual pieces of the E911 service on an a la carte basis.

37. Verizon-WV can unbundle its rates but has resisted doing so because the PSAPs had requested the bundled rate. Tr. Vol. I, p. 160.

38. Verizon offers unbundled E911 tariffs in other states.

39. Verizon-WV has offered to make the separate components of E911 services available in a timely manner. Proposed Order of Verizon-West Virginia, p.111, Verizon-WV Findings of Fact 27-28.

40. Additionally, Verizon-WV has modified its original proposal to make clear that counties could opt out, in whole or in part, from E911 service with Verizon-WV. VZ Exh. R, p. 4; Tr. Vol. I, p. 215.

41. Nothing in its proposed tariff makes Verizon-WV the exclusive provider of E911 services. The rates Verizon-WV developed are based on the assumption that all counties in West Virginia participate in the plan and that Verizon-WV provides service to all counties in the State. If either of those assumptions does not accurately reflect how the plan is implemented, rates could change. Tr. I, pp. 21; 83; 209-211.

42. The Verizon-WV Commission-approved MTP is an alternative regulation plan that balances competing interests and viewpoints with a goal of benefitting the public interest by ensuring reasonable rates. See, e.g., Citizens Telecommunications Company of West Virginia dba Frontier Communications of West Virginia, Commission Order, Case No. 05-0040-T-PC, Attachment ¶¶ 11, 13 (May 4, 2005).

43. Under Section 4 of the MTP, E911 services are classified as Category I services, the prices of which are normally set for the duration of the plan, but were specifically exempted because

of the pendency of this proceeding. Verizon-WV agreed to phase in its proposed E911rates over four steps if the rates were approved as part of the resolution of this proceeding. *Verizon West Virginia, Inc.*, Case No. 06-1935-T-PC, Commission Order (March 26, 2007).

44. The MTP includes a public benefits expenditure provision. Under Section 15 of the MTP, Verizon-WV is required to make annual grants totaling $1.7 million to the State, local agencies, or community-based non-profit groups for public benefits. Section 15 also states that if the phase in of E911 rates is approved, Verizon-WV can offset its annual public benefits' commitment by the amount of revenue forgone as a result of the phase in. *Id.*

45. The rate phase in would result in a monthly rate for E911 service of $128/1000 lines the first year; $146 the second; $164 the third; and $182/1000 lines the fourth year. Tr. Vol. I, p. 87. Verizon-WV will receive approximately $900,000 less the first year than under full rates and lesser amounts the next two years.

46. Pursuant to the MTP Verizon-WV's public benefits' commitment would be offset by $900,000 the first year, and lesser amounts the next two years. Tr. Vol. I, p. 89.

47. On May 31, 2007, Verizon-WV filed a motion seeking protective treatment of certain exhibits attached to its direct testimony and portions of testimony referencing information contained in those exhibits.

48. The exhibits in question were: (1) Exhibit 2, which Verizon-WV identifies as "Highly Proprietary" and describes as a "Diagram of Current Network and Proposed Network"; (2) Exhibit 5, described as the Verizon-WV "Price Change Breakdown Overview" and identified as "Proprietary"; and (3) Exhibit 6, which Verizon-WV describes as its "Cost Study" and claims is "Highly Proprietary." See VZ Exh. DP, Table of Exhibits. Portions of the Verizon-WV prepared direct testimony referencing information contained in these exhibits were also redacted. See VZ Exh. DP, pp. 14 (related to VZ Exh. 5); *Id.*, pp.19-25; 27 (related to VZ Exh. 2 and/or VZ Exh. 6).

49. Verizon-WV claims that the information that is the subject of its Motion for Protective Order was exempt from disclosure under the West Virginia Freedom of Information Act's ("WVFOIA") exemptions for "trade secrets" and/or Homeland Security-related information. See W. Va. Code §§29B-1-4(a)(1), (10), (13) and (15).

50. Frontier seeks to withhold certain information designated as "proprietary" in the prepared direct testimony of Randall Brockmann and in certain exhibits relating to the cost of the Frontier facilities used in the preparation of the Verizon-WV cost study.

51. Frontier did not file a motion for protective order regarding such information, nor did Frontier-WV make a motion for protective treatment during the hearing in this proceeding. Tr. Vol. I, pp. 35; 37.

CONCLUSIONS OF LAW

1. *W. Va. Code* § 24-6-3 requires the Commission to "develop, adopt and periodically review a comprehensive plan establishing the technical and operational standards to be followed in establishing and maintaining emergency telephone systems and enhanced emergency telephone systems." County E911 systems must be consistent with the Commission comprehensive plan. *W. Va. Code* § 24-6-4(a). In addition, the Commission general powers to approve tariffs and rates of under *W. Va. Code* § 24-2-3 extend to the tariffs and rates for E911 services provided by telecommunications carriers.

2. The Commission finds that it has not only the authority, but the duty to establish, review, and update the comprehensive enhanced 911 plan and to review all utility rates and charges. Further, in exercising its statutory authority, the Commission is not compelling county participation in a statewide E911 system, as Kanawha Metro maintains in its Motion to Dismiss and Proposed Findings of Fact and Conclusions of Law. The Commission instead is approving the rates, terms and conditions for a service offered by a public utility subject to the Commission jurisdiction. Therefore, it is reasonable to deny the Kanawha Metro Motion to Dismiss for Lack of Subject Matter Jurisdiction.

3. The Verizon-WV tariff proposal and proposed rates have been properly noticed to the public and submitted by Verizon-WV as required by the Commission in this proceeding. The review of the proposed tariff change for E911 service in this case is consistent with the MTP approved by the Commission on March 26, 2007. *Tariff Rule* 42 of the Commission *Rules for the Construction and Filing of Tariffs*, 150 *W. Va. C.S.R.* 2 does not create a procedural impediment preventing the Commission review of the Verizon-WV proposed rates for E911 service in this case.

4. *Rule* 42 filing requirements are frequently waived by the Public Service Commission for good cause shown. See *Liberty Gap Wind Force, LLC* Case No. 05-1740-E-CS, June 22, 2007; *West Virginia-American Water Company and the Regional Development Authority of Charleston - Kanawha County*, Case No. 06-1858-W-CN-PC, March 15, 2007; *City of Cameron*, Case No. 06-1487-W-CN, January 23, 2007; *Cave Road Utilities, Inc.*, Case No. 06-1823-WS-ACN-PW, January 22, 2007; *Town of Farmington*, Case No. 06-1491-W-CN, January 10, 2007; *Monongahela Power Company and the Potomac Edison Company each doing business as Allegheny Power, Monongahela Power Company and the Potomac Edison Company each doing business as Allegheny Power*, consolidated Case Nos. 05-0402-E-CN and 05-0750-E-PC, April 7, 2006.

5. The Public Service Commission grants Verizon-WV a waiver of its *Rule* 42 Exhibit requirements. This waiver is granted because; (1) the submitted cost model is sufficient to determine the reasonableness of the proposed rate, (2) Verizon-WV is no longer rate-base/rate-of-return regulated, (3) the preparation of a *Tariff Rule* 42 Exhibit would prolong a final resolution of a threat which requires an expedient resolution, and (4) the expense of the preparation of a *Rule* 42 Exhibit would unnecessarily and substantially increase the cost of E911 DBMS in West Virginia. This waiver is granted in accordance with the provisions of Rule 1.6 of the Commission *Rules for the Construction and Filing of Tariffs*, 150 *W. Va. C.S.R.* 2.

6. The cost model submitted by Verizon-WV is sufficient to justify the proposed rate.

7. Completely resetting the Verizon-WV prices, rather than building upon historical rates as Kanawha Metro advocates, is appropriate. Using its cost methodology, Kanawha Metro would omit any correction of rates for the additional DBMS it has been receiving and continues to receive without charge and would omit any correction for tariff charges that Verizon has not been assessing.

8. Verizon-WV should, within ten days, file a revised tariff offering the proposed rate of $182/1000 access lines with the Commission. The revision should remove all references to the exclusive provision of E911 DBMS by Verizon and modify Footnote 4 of the proposed tariff, as agreed to by Verizon-WV in testimony at hearing, to maintain the assumed 50/50 ratio of land line and wireless calls for billing purposes until a subsequent new tariff is filed by Verizon-WV. See Footnote 4, Verizon's Miscellaneous Service Arrangements Tariff, P.S.C. W. Va. No. 211, Section 14, 2nd Revised Page 14, Canceling 1st Revised Page 14, marked at hearing as VZ Ex. 1.

9. This Commission has historically supported statewide and utility-wide rates for decades as a reasonable, non-discriminatory and equitable way to price service offerings on a cost-based methodology:

> The Commission is of the opinion that the Company's STP [single tariff pricing] proposal results in a just, reasonable, sufficient and non-discriminatory rate for all of the customers of WVWC [West Virginia Water Company]. Each customer will pay the same rate for a like and contemporaneous service made under the same or substantially similar circumstances and conditions. ... A STP methodology... does not result in undue discrimination or favoritism between persons and between locations for a like and contemporaneous ...service.

(Emphasis in original).

West Virginia Water Company, Case No. 81-126-W-42A, "Order Approving Single Tariff Pricing" (May 26, 1982); app. den. 70 ARPSCWV 480 (Sept. 21, 1982). See also, Pendleton County PSD, Case No. 94-1123-PWD-CN, Commission Order (Jan. 9, 1996).

10. The record does not support overturning this long-standing regulatory principle or overturning the Commission policy of averaging rates for E911 service that has existed since 911 rates were first established in *General Investigation into the Practices of and Rates Charged by Certain Local Exchange Carriers with Respect to Emergency Telephone Systems service*, Case No. 93-0764-T-GI, Commission Order (Dec. 21, 1993).

11. Although Chapter 24 of the *W. Va. Code* is replete with prohibitions against **undue** discrimination, none of the statutory provisions preclude any discrimination, *per se.* See *W. Va. Code* §§ 24-1-1(a)(4); 24-2-2(a); 24-2-3; 24-2-4b(b); and 24-2-7(a). The approval of statewide or postalized rates to assure equal accessibility to essential E911 DBMS rates by all West Virginia PSAPs will not create **undue** discrimination against those county PSAPs who currently receive E911 DBMS.

12. The Commission will approve the Verizon-WV bundled averaged E911 tariff. The Verizon-WV proposed tariff allows for competitive entry by other providers of E911 services. Nothing in the plan makes Verizon-WV the exclusive provider of E911 services. Instead, the rates Verizon-WV developed are based on the assumption that all counties in West Virginia participate in the plan and that Verizon-WV provides service to all counties in the State. If either of those assumptions does not accurately reflect how the plan is implemented, rates may change.

13. The Commission will also require Verizon-WV to supplement its E911 tariff Verizon-WV supplement its E911 tariff by filing proposed unbundled rate elements the individual components of E911 DBMS. Supporting cost information should also be filed with the unbundled rate elements. This will provide a foundation for competitive E911 future offerings in the State and provide more purchasing options to PSAPs, either individually or collectively, and will promote new technological development.

14. The Commission is called to perform its role in reconciling two seemingly opposing interests regarding the reasonableness of E911 service and competition in the marketplace. See, W. Va. Code § 24-1-1(b). The phase in of the new rate called for in the Verizon-WV MTP is an appropriate way for the Commission to strike this balance. PSAPs will see moderate predictable increases in the rate for E911 services over the next three years. At the same time the rate will become increasingly higher with the passage of time, providing Intrado opportunities to make inroads with different county PSAPs, and ultimately the State as a whole. In this manner, rate impacts on customers can be mitigated, and market forces can be introduced into another area of telecommunications.

15. As it is possible for the Commission to issue this Order without including any of the proprietary information, the Commission concludes that there is no need to rule upon the requests for protected treatment at this time as the Commission is addressing the protection of sensitive information dispositively in Case No. 07-0558-T-GI, *General Investigation into Procedures for the Protection of Confidential Information in Commission Proceedings*.

ORDER

IT IS THEREFORE ORDERED that the Kanawha Metro Motion to Dismiss for Lack of Subject Matter Jurisdiction is denied.

IT IS FURTHER ORDERED that the Verizon-WV bundled averaged E911 tariff is approved, subject to the condition that within ten days Verizon-WV revise its E911 tariff filing to remove all references to the exclusive provision of E911 DBMS by Verizon-WV and to modify Footnote 4 of the proposed tariff, as agreed to by Verizon-WV in testimony at hearing, so that the assumed 50/50 ratio of land line and wireless calls for billing purposes is maintained until a subsequent new tariff is filed by Verizon-WV.

IT IS FURTHER ORDERED that the requirements to file a complete *Rule* 42 are waived.

IT IS FURTHER ORDERED that Verizon-WV supplement its E911 tariff by filing proposed unbundled rate elements for selective routing and ANI/ALI services with supporting cost information within 120 days.

IT IS FURTHER ORDERED that Verizon-WV may use public benefit funds to facilitate the phase in of the Verizon-WV new E911 rates as set forth in the Verizon-WV Market Transition Plan.

IT IS FURTHER ORDERED that the Executive Secretary will continue to maintain the documents for which the parties requested protected treatment separate and apart from the remainder of the file and in a protected manner.

IT IS FURTHER ORDERED that upon entry of this order this case shall be removed from the Commission's docket of open cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.

A True Copy, Teste:

Sandra Squire
Executive Secretary

MEB/lm
040102cs.wpd

EXHIBIT NO. 14

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Public Utilities Commission of Ohio Finding and Order (Ohio Order), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 14
COMPANY Intrado
WITNESS Carey Spense-Lenss (CSL-2)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CSL-2

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Intrado Communications, Inc. to Provide Competitive Local Exchange Services in the State of Ohio.	)))	Case No. 07-1199-TP-ACE

FINDING AND ORDER

The Commission finds:

(1) On November 19, 2007, as amended on December 7, 2007, and January 28, 2008, Intrado Communications, Inc. (Intrado) filed an application seeking certification in the state of Ohio as a competitive local exchange carrier (CLEC) for the purpose of provisioning telecommunications services that facilitate, enhance, and advance the provision of emergency services for end users of wireline and wireless carriers and voice over Internet protocol (VoIP) providers. Intrado submits that it will offer its telecommunications services throughout the state of Ohio to a federal, state, or municipal or other local government unit legally authorized to subscribe to the service and which has public safety responsibility by law to respond to telephone calls from the public for emergency services, including police and fire. The applicant avers that its offerings in Ohio will provide public safety answering points (PSAPs) with competitive alternative options to their current 9-1-1 incumbent-based legacy systems that do not exist today. In particular, Intrado states that its next-generation solution will provide PSAPs with the capabilities to process, route, and deliver wireline, wireless, and VoIP calls allowing for more relevant information to be sent to first responders.

Intrado explains that its services permit calls originated by personal communications devices that dial 9-1-1 or another emergency number to be received by a PSAP. The company describes how its services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in their networks. Specifically, these services include 9-1-1 call routing services which use a call management system to perform the selective routing of an emergency call to the appropriate PSAP or to hand the call off to a different 9-1-1 service provider for call completion to the appropriate PSAP. Inasmuch as its services allow for access and usage of 9-1-1

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services through the transporting of 9-1-1 and emergency call traffic to its subscribers, Intrado opines that it is engaged in the provision of Tier 1 noncore service.

As part of its service provisioning, Intrado describes that it requires the use of numbering resources in the state of Ohio. In particular, these numbering resources pertain to the use of pseudo automatic number identification (pANI) resources for the purpose of instructing switches where to route wireless and VoIP 9-1-1 calls. Intrado avers that prior to seeking such numbering resources it should be certified as a CLEC for the purpose of providing Tier 1 noncore services.

(2) Pursuant to the attorney examiner's Entry of December 18, 2007, AT&T Ohio, Cincinnati Bell Telephone Company, LLC (Cincinnati Bell),[1] and the Ohio Telecom Association (OTA) were granted intervention in this proceeding.

(3) AT&T Ohio questions why Intrado should be allowed to provide a limited service absent the broader obligations of other telecommunications carriers in the state of Ohio. Specifically, AT&T Ohio avers that Intrado is seeking a CLEC certificate for the purpose of interconnection while not intending to offer basic local exchange service as required by the Commission's rules. AT&T Ohio submits that, pursuant to Section 4905.041, Revised Code, Intrado's application for certification should be denied in light of the fact that the company does not qualify as a local exchange carrier consistent with federal law (AT&T Ohio Motion for Intervention at 3).

Further, AT&T Ohio asserts that Intrado's application is contrary to the Commission's long-standing policy requiring that 9-1-1 services be priced "at cost." Specifically, AT&T Ohio highlights the fact that Intrado's tariff provides for a "return" on certain charges (AT&T Ohio Reply Memorandum, December 18, 2007, at 2, referencing Intrado's proposed Tariff No. 1, Section 6, Original Pages 1 and 2).

(4) Cincinnati Bell objects to Intrado seeking certification as a CLEC despite the fact that it will not be offering dial tone or any other aspect of local exchange service other than 9-1-1 services to

[1] On December 4, 2007, Cincinnati Bell also filed objections in opposition to Intrado's application and a request for a suspension.

PSAPs. Cincinnati Bell opines that Intrado is seeking certification as a CLEC so that it can avail itself of interconnection and access to unbundled network elements (UNEs), despite the fact that it has no plans to actually operate as a CLEC. Cincinnati Bell also believes that Intrado is seeking to change the routing of certain 9-1-1 traffic and the relationship between Cincinnati Bell and other carriers and PSAPs in Cincinnati Bell's service area (Cincinnati Bell Motion for Intervention at 3).

(5) Similar to AT&T Ohio and Cincinnati Bell, OTA believes that Intrado is seeking to obtain the rights and privileges of interconnection, access to UNEs, and collocation, despite the fact that the applicant is not entitled to them pursuant to Ohio law inasmuch as Intrado does not provide all of the elements of basic local exchange service (OTA Motion to Intervene at 4). OTA opines that if Intrado is successful in gaining CLEC certification, OTA's members will be adversely affected and unlawfully burdened by other similarly situated providers (*Id.* at 2).

(6) Intrado considers the motions of AT&T Ohio, Cincinnati Bell, and OTA to be an attempt to create a barrier to entry for itself and other competitive 9-1-1 service providers to compete in Ohio for the purpose of serving the needs of the public safety community (Intrado Memorandum Contra at 1).

Specifically, Intrado dismisses the objections raised in response to its certification application inasmuch as it considers the identified issues and concerns to be either without merit or irrelevant to the issue of Intrado's fiscal, technical, or managerial qualifications as they relate to certification (*Id.* at). Intrado considers the stated objections to be nothing more than an attempt by the ILECs to protect their own turf from the services that Intrado believes are supported by the public safety community (*Id.* at 3). Additionally, Intrado believes that such services are supported by Section 253 of the Telecommunications Act of 1996 (1996 Act).

To the extent that there are technical issues relative to the offering of its advanced 9-1-1 services, Intrado believes that these issues are more appropriate in the context of interconnection negotiations, and should not be addressed in this certification proceeding. Intrado asserts that it services constitute telephone exchange service as defined in the 1996 Act inasmuch as it provides the routing, transmission, and transport of traditional

and nontraditional emergency call traffic to the appropriate PSAP. Therefore, Intrado avers that it is a telephone company subject to the Commission's jurisdiction in accordance with Section 4905.03(A)(2), Revised Code. As a result of its service offerings, Intrado asserts that it provides significant value to the public safety community, as well as residents of the state.

(7) Upon a review of Intrado's application for certification, the Commission determines that, although Intrado is seeking to be designated as a CLEC, based on the company's described services it is more appropriate to establish a new designation known as an "competitive emergency services telecommunications carrier" and to designate the applicant as such, rather than as a CLEC.

The Commission determines that competitive emergency services telecommunications carriers are telecommunications carriers pursuant to 47 U.S.C. 153. In reaching this determination, the Commission notes that, pursuant to Section 153(44) of the 1996 Act, a telecommunications carrier is:

> [A]ny provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226). A telecommunications carrier shall be treated as a common carrier under this Act only to the extent that it is engaged in telecommunications services . . . .

Section 153(51) of the 1996 Act defines telecommunications service as:

> [T]he offering of telecommunications for a fee directly to the public or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Section 153(48) defines telecommunications as:

> [T]he transmission between or among points specified by the user of information of the user's choosing, without change in the form or content of the information as sent and received.

Applying these definitions to Intrado's proposed service offering, it is clear that Intrado is engaged in the provisioning of tele-

communications due to its transmission of 9-1-1 end user information from the end user's location to the PSAP. This offering is a telecommunications service in light of the fact that it will be contracted for by one or more Ohio counties for a fee, the effect of which is the availability of enhanced 9-1-1 service directly to the public.

Additionally, the Commission determines that emergency service telecommunications carriers are telephone companies pursuant to Section 4905.03, Revised Code and Rule 4901:1-7-01(S), O.A.C., and public utilities pursuant to Section 4905.02(B), Revised Code, inasmuch as they are engaged in the transmission of a telephonic message in their capacity of maintaining the selective router and directing 9-1-1 traffic to the appropriate PSAP. Accordingly, competitive emergency services telecommunications carriers are entitled to all rights and obligations of a telecommunications carrier pursuant to Sections 251 and 252 of the 1996 Act.

In establishing the competitive emergency services telecommunications carrier designation, the Commission distinguishes between a CLEC that is engaged in the business of provisioning basic local exchange service to end user subscribers who have either affirmatively selected the carrier or have other alternative providers available, and a company such as Intrado, which intends to serve the needs of the public safety community as a "competitive 9-1-1 service provider" (Intrado Memorandum Contra, December 11, 2007, at 1), but with whom the end user has no relationship. In support of this distinction, the Commission notes that Intrado's services involve the routing, transmission, and transport of traditional and nontraditional emergency call traffic to the appropriate PSAP or to allow for the handoff to a different 9-1-1 service provider, such as an ILEC, for call completion to the appropriate PSAP (Application, Ex. 3). Therefore, while Intrado is a telecommunications carrier engaged in the provision of telephone exchange service pursuant to Section 251 of the 1996 Act, its telephone exchange activities are restricted in scope and, thus, do not extend to the level of a CLEC.

The Commission notes that as a telecommunications carrier, the applicant has requested interconnection with the following Ohio ILECs pursuant to Section 251 of the 1996 Act: AT&T Ohio,

CenturyTel of Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North, and Windstream (Application, Ex. 19). Therefore, ILECs are obligated to negotiate with Intrado in good faith specific to the terms of interconnection. Additionally, pursuant to its designation as an emergency services telecommunications carrier, Intrado is entitled to access of pANI resources. Intrado shall obtain and utilize such pANI resources in an efficient manner consistent with the FCC's number optimization rules in 47 C.F.R. §52. The Commission directs Intrado to make available to the Commission's staff, upon request, information concerning Intrado's application for and/or utilization of pANI resources.

The Commission highlights the importance of regulating competitive emergency services telecommunications carriers in light of the significant public interest surrounding the provisioning of 9-1-1 service. As discussed in Intrado's application, its next-generation technology will provide PSAPs with the enhanced capability to process, route, and deliver wireline, wireless, and VoIP calls, enabling more relevant information to be sent to emergency personnel (Application, Ex. 5, at 3). By certifying competitive competitive emergency services telecommunications carriers, the Commission recognizes that it is providing PSAPs with competitive alternatives (e.g., Intrado) to the ILEC's traditional processing of 9-1-1 traffic. PSAPs will now have the opportunity to contract with entities that provide the most advanced 9-1-1 service available. This competitive environment will encourage the further development of 9-1-1 technology.

(8) In reaching the determination that Intrado should be certified as a competitive emergency services telecommunications carrier, the Commission has engaged in a comprehensive analysis of the company's compliance of the requirements of Rule 4901:1-6-10, O.A.C., including a demonstration of its technical, financial, and managerial capabilities.

A review of the record reflects that Intrado is certified to provide telecommunications services in more than 35 states (Application, Ex. 3, at 3). The company represents that along with its affiliate Intrado Inc., it owns and operates the largest 9-1-1 network in the world and that Intrado Inc. has operated 9-1-1 databases on behalf of three of the major ILECs for a number of years, and a

nationwide near real-time messaging network in support of wireless E9-1-1 for over 49 wireless carriers (*Id.*). Intrado describes its support for the industry's migration to Next Generation 9-1-1 services as evidenced by its active support and alignment with the United States Department of Transportation's Next Generation 9-1-1 Initiative (*Id.*, Ex. 5, at 3). According to the company, its expertise and commitment to E9-1-1 network security is reflected by its active participation in the Network Reliability and Interoperability Council (*Id.*, Ex. 3, at 3). In fact, Intrado submits that it is a secured and private IP-managed network. Intrado's systems that are accessible through the Internet, including the subscriber record management data exchange portal, database management interface toll, and metrics tool, are protected by a secure access process that requires authentication through a unique user name, unique user password, and a code randomly generated at time of access via a secure ID token. Further, firewalls and network infrastructure are always configured with network intrusion detection in place to warn dedicated network security personnel of abnormal traffic patterns as well as providing the needed forensics to follow up on any attempted attack. The record also demonstrates that Intrado's officers and directors have vast technical experience in the 9-1-1 industry (*Id.*, Ex. 3). Additionally, the financial information submitted for Intrado's parent corporation reflects that Intrado has sufficient funding sources from its ultimate parent corporation to support its operations in the state of Ohio (*Id.*, Ex. 10).

(9) Intrado acknowledges and agrees to abide by the requirements set forth in Rule 4901:1-5-13, O.A.C., which pertain to the emergency and outage operations impacting 9-1-1 service. Consistent with the intent of this rule, the Commission is particularly concerned that 9-1-1 service not be interrupted due to a business determination on behalf of the applicant or a county that Intrado no longer serve in the capacity of an competitive emergency services telecommunications carrier. Therefore, Intrado must obtain Commission approval pursuant to an order prior to discontinuing or disconnecting service in a specific county or throughout the entire state of Ohio. In other words, all such requests should be filed as nonautomatic approval abandonment cases. Additionally, the Commission directs that Intrado and the ILEC providing wireline emergency 9-1-1 service shall

operate in a cooperative manner to ensure that emergency 9-1-1 calls continue unimpeded between end users and PSAPs.

(10) The Commission recognizes that, pursuant to Rule 4901:1-6-01(B)(3), O.A.C., basic local exchange service includes access to and usage of 9-1-1 services, where such services are available. Due to the fact that the provision of emergency services is a component of basic local service, it shall be considered as a Tier 1 core service consistent with Rule 4901:1-6-04, O.A.C. Therefore, with the exception of those case types specifically addressed in Findings (11) and (16), all applications related to the provision of emergency services shall be filed and processed in accordance with the automatic approval time frames provided for in the Commission's rules applicable to the competitive provider provision of Tier 1 core services.

Certification of competitive emergency services telecommunications carriers should occur on a countywide basis in order to ensure that all PSAPs in a given county are served by the same competitive emergency services telecommunications carrier for the purpose of provisioning seamless 9-1-1 service. In addition, the 9-1-1 systems in Ohio are planned, structured, and established on a countywide-basis. Therefore, competitive emergency services telecommunications carriers should not serve individual PSAPs but, instead, the entire countywide 9-1-1 system.

(11) Pursuant to its application, Intrado is certified, at this time, as an competitive emergency services telecommunications carrier in all 88 counties in the state of Ohio. The company's tariff should be routinely updated to reflect the counties in which it is actually provisioning service.

Intrado, or any other competitive emergency services telecommunications carrier, may not operate as 9-1-1 system service provider in a countywide system until such time as the county has amended its 9-1-1 plan to identify that carrier as the 9-1-1 carrier of choice for the designated telecommunications (e.g., wireline, wireless, VoIP etc.). The ILEC shall continue to act as the 9-1-1 system service provider for those types of telecommunication services not designated to the competitive emergency services telecommunications carrier by the county. Any competitive emergency services telecommunications carrier

authorized to act as a countywide system service provider must carry all calls throughout the county for such types of telecommunications services designated by the county. In addition to the ILEC, there may be no more than one competitive emergency services telecommunications carrier designated by the county per countywide 9-1-1 system.

Once the countywide 9-1-1 plan has been amended and the competitive emergency services telecommunications carrier is designated to operate within the specified countys, the competitive emergency services telecommunications carrier shall file both the amended plan and an amended tariff listing both the county which has chosen it to provide 9-1-1 service and the telecommunication services designated by the county to be carried by the competitive emergency services telecommunications carrier.

(12) In order to promote the notion of seamless 9-1-1 service, each designated competitive emergency services telecommunications carrier shall interconnect with each adjacent countywide 9-1-1 system to ensure transferability across county lines. In addition, each competitive emergency services telecommunications carrier is required to ensure call/data transferability between Internet protocol (IP) enabled PSAPs and non-IP PSAPs within the countywide 9-1-1 systems it serves, and to other adjacent countywide 9-1-1 systems, including those utilizing non-IP networks which are served by another 9-1-1 system service providers.

(13) Intrado also seeks to establish rules, and regulations governing its competitive emergency services telecommunications carrier offerings. After inspecting the applicant's proposed tariff, as amended on December 7, 2007, and January 28, 2008, the Commission finds the tariff to be in compliance with the Commission's rules and orders relevant to the service offerings proposed by the applicant. Accordingly, the Commission concludes that the tariff should be approved. While approving Intrado's tariff, the Commission notes that the tariff reflects that the services will be offered on an individual contract basis. The tariff itself is limited standard language regarding the rules and regulations pertaining to the service offering.

While AT&T Ohio is correct in its contention that the Commission previously expressed the intent that the price of 9-1-1 and related services shall be limited to the additional cost to provide the service, this limitation was in reference to the offering of traditional 9-1-1 services offered by the ILEC. Enhanced 9-1-1 services, such as those proposed by Intrado, were not contemplated at the time of the Commission's prior 9-1-1 pricing decision. See, *In the Matter of the Adoption of Guidelines Governing the Disclosure or Use of the Emergency 9-1-1 Database in Accordance with House Bill No. 244*, Case No. 94-1965-TP-ORD, Finding and Order, June 6, 1996, at 13.

(14) All contracts between Intrado and individual Ohio counties for the provision of enhanced emergency services should, within 30-days of their execution, be submitted to the 9-1-1 Coordinator for the state of Ohio, 180 East Broad Street, Columbus, Ohio 43215-3793.

(15) To the extent that Intrado ultimately seeks to engage in the provision of additional services that results in the company acting as a CLEC, the applicant should file for approval to amend its certificate to provide such services. Upon the filing of the application, the Commission will assess the company's designated status.

(16) Finally, the Commission has previously determined that the provisioning of outbound emergency notification messaging is not competitive due to the fact that the 9-1-1 database is compiled and held in "public trust and not able to be released to any outside third party. As a result, all tariffs filed by Intrado for the provisioning of outbound emergency notification messaging should be held at cost and will be considered on a nonautomatic basis. See Case No. 06-915-TP-ORD, *In the Matter of the Implementation of Rules Concerning Wireless Enhanced 9-1-1 Pursuant to H.B. 361*, Entry on Rehearing, January 17, 2007, at 8. Intrado is directed to amend its tariff to include outbound emergency notification messaging once the service is requested from any county it serves.

It is, therefore,

ORDERED, That Intrado is granted certification as an competitive emergency services telecommunications carrier in accordance with the above findings and shall be issued Certificate No. 90-8000. It is, further,

ORDERED, That Intrado's tariff filed on November 19, 2007, as amended on December 7, 2007, and January 28, 2008, is hereby approved. The earliest effective date of the approved tariff shall be the date upon which Intrado has filed with the Commission three copies of the approved tariff in the TRF docket No. 90-8000-TP-TRF. The tariff shall be effective for services rendered on or after such effective date. It is, further,

ORDERED, That Intrado must update its tariff to reflect its counties of operation consistent with Finding (11). It is, further,

ORDERED, That Intrado amend its tariff to incorporate outbound emergency notification messaging consistent with Finding (16). It is, further,

ORDERED, That all contracts between Intrado and an Ohio county should be informally submitted to the Commission staff in accordance with Finding (14). It is, further,

ORDERED, That Intrado must obtain Commission approval pursuant to an Order prior to discontinuing or disconnecting service. It is, further,

ORDERED, That Intrado cannot commence operations in a particular county until such time that it has filed the applicable countywide 9-1-1 plan adopting Intrado as its 9-1-1 system service provider, filed its amended tariff updating the counties it is serving, and submitted the applicable contract to the Commission staff. Additionally, Intrado must have approved interconnection agreement(s) for the counties it seeks to serve. It is, further,

ORDERED, That the ILEC shall continue to act as the 9-1-1 system service provider for those types of telecommunications services not designated to Intrado by the county. It is, further,

ORDERED, That a copy of this Finding and Order be served upon all parties and interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Alan R. Schriber, Chairman

Paul A. Centolella

Ronda Hartman Fergus

Valerie A. Lemmie

Donald L. Mason

JSA;geb

Entered in the Journal

FEB 05 2008

Reneé J. Jenkins
Secretary

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Certification Reporting Form
30-Day Auto

Company Name: Intrado Communications Inc.
Company Contact: Eric Sorenson Contact Phone Number: 720-494-5800

Case Number: 07-1199-TP-ACE

Date Filed: 11/19/07 Auto Date: 12/19/07

Last day to Suspend:
Suspension issued as a Non-auto (F&O required)

TRF No.: 90-8000
File Date of TRF Tariffs:

Company Types
☐CTS
☐CLEC
☐AOS
☒Other (Explain) Emergency Service Telecommunications Carrier (E9-1-1 Services Provider)

Service Types
☒Local
☐CTS
☐Other types of service – Specify:

☐Waiver Requested (Toll Auto Clock) Describe Waiver
☐Approve ☐Disapprove

☒Objection Filed

Telecom Staff Submitted By: Marianne Townsend Submitted Date:
Telecom Reviewed By: Marianne Townsend/Karen Kalmar Reviewed Date:
Legal Submitted By: Jay Agranoff Legal Submitted Date:
RSAD Staff: Ken Rogiers
9-1-1 Coordinator Technical Review By: Shawn Smith
Financial Review: Mick Twiss

ROI Below:

REPORT OF INVESTIGATION

TO: The Commission

FROM: Marianne Townsend

DATE: January 30, 2008

SUBJECT: Intrado Communications, Inc.
Case No. 07-1199-TP-ACE

SUMMARY:

Staff is recommending that Intrado Communications, Inc. ("Applicant") be granted a new designation certification as an "Emergency Service Telecommunications Carrier" (ESTC) in the state of Ohio.

PROCESS:

On November 19, 2007, and amended on December 07, 2007 and January 28, 2008, the Applicant filed an application with the Commission seeking to be certified as a Competitive Local Exchange Carrier (CLEC) in the state of Ohio, pursuant to the Commission's Case No. 06-1345-TP-ORD, *In the Matter of the Review of Chapter 4901:1-6 O.A.C*, also known as the Retail Rules, as codified in 4901:1-6-10 of the Ohio Administrative Code (O.A.C.). Absent full or partial suspension, applicants seeking certification as a telephone company will be approved in accordance with the thirty-day automatic approval process described in Rule 4901:1-6-08 of the O.A.C. On December 4, 2007, Cincinnati Bell Telephone Company (CBT), AT&T Ohio (AT&T) and the Ohio Telecom Association (OTA) filed Motions to Intervene, written statements as to why the application should not be granted and request for suspension in this case. On December 18, 2007, by Attorney Examiner Entry, the Motions to Intervene were granted and the application was suspended in order to give the Commission Staff additional time to conclude its investigation.

DETAILED REPORT:

In this filing, the Applicant is seeking authority as a CLEC and is proposing to provide telecommunication services that facilitate, enhance and advance the provision of emergency services for end users of wireline, wireless, and Voice over Internet Protocol (VoIP) providers. The Applicant further proposes to offer its telecommunications services throughout the state of Ohio to a federal, state, or municipal or other local government unit legally authorized to subscribe to the service and which has public safety responsibility by law to respond to telephone calls from the public for emergency services, including police, and fire. The Applicant is not proposing to offer traditional basic local exchange services (BLES) but is proposing to offer a component of BLES (i.e. E9-1-1).

The Applicant states that its offerings in Ohio will provide public safety answering points (PSAPs) with competitive and enhanced options to its current 9-1-1 incumbent-based legacy systems that do not exist today. Furthermore, the Applicant states that its next-generation solution will provide PSAPs with the capabilities to process, route and deliver wireline, wireless, and VoIP calls allowing for more relevant information to be sent to first responders.

The Applicant has requested interconnection arrangements with AT&T, CenturyTel, CBT, and United Telephone, dba Embarq, Verizon North and Windstream.

ISSUES

1. Does the Applicant have the proper managerial, technical and financial ability to provide an emergency telecommunication service in Ohio?

2. Public Policy on Emergency Service Telecommunications Carrier" (ESTC)
   - Service Territory
   - Call delivery

3. Regulatory Framework
   - Tier 1 Core
   - Disconnect/Abandonment of Service
   - Outbound emergency notification messaging
   - pANI Resources and Number Optimization

RULES

- *4901:1-6-10 Ohio Administrative Code, Telephone Company Certification*

- *4901:1-6-01(B) (3) Definitions, "Basic local exchange service"...Access to and usage of 9-1-1 services...*

- *4901:1-6-04(1)(a)(i) Tier 1 core services...Basic local exchange service*

- *Case No. 06-915-TP-ORD, In the Matter of the Implementation of Rules Concerning Wireless Enhanced 9-1-1 Pursuant to H.B. 361, Entry on Rehearing, January 17, 2007*

- *4905.03(A) (2) Revised Code, Public Utility Company Definition*

A) *Any person, firm, co-partnership, voluntary association, joint-stock association, company, or corporation, wherever organized or incorporated, is:*

(2) A telephone company, when engaged in the business of transmitting telephonic messages to, from, through, or in this state and as such is a common carrier;

- Sections 251 and 252 of the Telecommunication Act of 1996

ANALYSIS

1. **Does the Applicant have the proper managerial, technical and financial ability to provide an emergency telecommunication service in Ohio?**

Staff believes that, as demonstrated in the exhibits to the application and upon its own review and in part acquired from additional data requests, the Applicant has extensive managerial, technical and financial ability to provide telecommunications services; specifically, competitive enhanced 9-1-1 services in Ohio. The Applicant is currently an underlying 9-1-1 network and database provider to several large ILEC's in the state of Ohio. In other words, the applicant manages the ILEC's customer information in the automatic location information database ("ALI") and utilizing that information selectively routes the 9-1-1 call to the proper public safety answering point ("PSAP").

Financial

The Applicant is a Delaware corporation located in Longmont, Colorado and is wholly owned by West Corporation (West), a public consortium founded in 1986 and headquartered in Omaha, Nebraska. In April of 2006, West purchased the Applicant's immediate parent, Intrado, Inc., which held assets of approximately $539 million including goodwill. Staff questioned the Applicant's financials noting that there was a significant amount of "goodwill" in relation to its total asset base. The goodwill was booked as a result of the company acquiring several companies over the past two years at prices greater than the book value of the assets of those companies. While this is a common accounting practice Staff was concerned because the goodwill and assets acquired in these transactions were ultimately financed with additional debt.

Due to this recent increase in debt Staff carefully analyzed the company's most recent operating cash flows and interest expense. Staff believes the calculated Earnings Before Interest Taxes Depreciation and Amortization (EBITDA) interest coverage ratio of 1.64 is more than adequate to make interest payments and continue to invest in the operations of the company.

Based on this thorough review, Staff believes that the Applicant will be a financially viable telecommunications carrier in Ohio.

Managerial

Through its managerial review, Staff discovered that the Applicant has earned a well respected reputation in the industry through both its products and services, and active and high level involvement in each of the national 9-1-1 associations. Most recently, the Applicant developed a proposed set of 9-1-1 service standards, which it has circulated throughout the 9-1-1 industry. The Applicant believes that these standards will serve as a foundation for delivering reliable and redundant emergency telecommunication services.

The Applicant states and Staff has verified that the Applicant has received authority to provide the exact services it seeks to provide as a competitive local exchange and interexchange service provider in approximately 35 states.

Technical
The Applicant states that since the 1990s, it has provided the core of the nations' 9-1-1 ALI and selective routing infrastructure and that each year, its services and systems support over 200 million 9-1-1 calls, including calls from wireline, wireless, VoIP and other alternative communication technologies.

Staff independently reviewed maintenance and emergency planning documents. These plans were designed to address power interruptions to network elements, responses to service interruptions, pandemic flu events and other homeland security scenarios. Staff found these documents to be thorough and well prepared. In addition, Staff reviewed the network design and functionality of the Applicant's proposed service called "The Intelligent Emergency Network" and found it to be robust due to its enhanced IP framework which will allow for real-time data delivery and diverse routing over alternate voice and or data paths to reduce the potential for service failure.

In reviewing whether the Applicants' bonafide requests for interconnection to the ILEC, specifically CBT, they are seeking collocation facilities, specifically for DS1 connections over DSO level facilities to the ILEC tandems employing SS7 signaling; the applicant is also seeking UNE loops for the provision of local exchange service to PSAPs from the ILECs end offices; and the use of numbering resources pertaining to the use of pseudo automatic number identification (pANI) resources for the purpose of instructing switches where to route wireless and VoIP 9-1-1 calls. Staff questioned the applicant as to how they intended to use the DSO/DS1 circuits for PSTN or IP traffic and if they intended to resell the UNE loops. The applicant responded that while the DSO/DS1 connections could be used for either form of traffic, it currently intends to use them for traditional PSTN based connections between their 9-1-1 routing service and the CBT selective routing tandem. The applicant further stated that it did not intend to resell UNE loops.

Staff finds that the Applicant's rationale associated with the use of interconnection facilities supports its request to be a telecommunications carrier under Sections 251 and 252 of the Telecommunications Act of 1996 and entitled to all rights and obligations under such Act.

2. Public Policy on Emergency Service Telecommunications Carrier" (ESTC)

Upon further review of the applicant's proposed application seeking authority to be a CLEC; and in light of the significant public interest surrounding the provisioning of the applicant's described services, specifically of 9-1-1 service, Staff believes that the Commission should establish a new designation known as an "emergency service telecommunications carrier" and to designate the applicant as such, rather than as a CLEC. Within the scope of this ESTC designation, Staff recommends the following criteria:

Service Territory
The applicant is proposing that it be granted statewide authority, however, due to the fact that the 9-1-1 systems in Ohio are planned, structured, and established on a countywide basis, Staff finds that within the scope of this new ESTC designation, the certification should occur on a countywide basis in order to ensure that all PSAPs in a given county are served by the same emergency service telecommunications carrier for purposes of provisioning seamless 9-1-1

service. Therefore, ESTCs should not serve individual PSAPs but, instead, the entire countywide 9-1-1 system and it would be more appropriate to certify the applicant in all 88 counties.

Call Delivery
In order to promote seamless 9-1-1 services as the applicant proposes, Staff recommends that the ESTC be required to interconnect with each adjacent countywide 9-1-1 system to ensure transferability across county lines. In addition, each ESTC is required to ensure call/data transferability between Internet Protocol (IP) enabled PSAPs and non-IP PSAPs within the countywide 9-1-1 systems it serves, and to other adjacent countywide 9-1-1 systems, including those utilizing non-IP networks which are served by another 9-1-1 system service provider.

Also, Staff finds that the applicant should also be required to carry all calls throughout the county for such types of telecommunications services designated by the county.

3. Regulatory Framework

The Applicant proposes to offer its services and pricing on an individual contract basis. Staff recommends that all contracts provisioning for enhanced emergency services, between the applicant and any Ohio county should be submitted to the Ohio 9-1-1 coordinator within 30 days of their execution.

Tier I Core
Due to the fact that the provision of emergency services is an essential component of basic local service with public interest and safety ramifications, Staff points out that these services are considered Tier 1 Core and not Tier 1 non-core as proposed by the Applicant. Therefore, as an Emergency Service Telecommunications Carrier the Applicant will be governed by the Commission's Telecommunications Rules, as its service pertain to Tier 1 Core E9-1-1 services. Further, except where otherwise ordered and as noted below, subsequent filings and requests should follow the process and procedures depicted in the Commission's Retail Rules and where applicable the Commission's MTSS and Carrier Rules.

Specifically, Staff felt it necessary to set up certain requirements because of the potential impact to public safety. Those requirements are as follows:

Disconnects and/or Abandonments of Service
In the proposed application, the Applicant agrees to abide by the requirements set forth in the minimum telephone service standards (MTSS) which pertains to emergency and outage operations impacting 9-1-1 service. Staff finds that consistent with this rule, are concerned that 9-1-1 service not be interrupted due to a business determination on behalf of the applicant or a county that the applicant no longer wishes to serve in the capacity of an ESTC, Staff finds that the applicant must obtain Commission approval prior to discontinuing or disconnecting service in a specific county or throughout the entire state of Ohio. All such requests should be filed as non-automatic approval abandonment cases.

Outbound emergency notification messaging
Staff notes that although the Applicant is not currently offering "outbound emergency notification messaging" service or also known as "Reverse 9-1-1". Staff expects the applicant to

file a tariff on this service once the service is requested from any county it serves. With respect to this particular service, the Commission previously determined that the provisioning of this service is not competitive due to the fact that the 9-1-1 database is compiled and held in "public trust" and not able to be released to any outside third party. As a result all tariffs filed by the Applicant for this service should be held at cost and will be considered on a non-automatic basis.

pANI Resources and Number Optimization

Pursuant to its designation as an emergency services telecommunications provider, the Applicant is entitled to access of pANI resources. Staff expects that such pANI resources will be obtained and utilized by the Applicant in an efficient manner consistent with the FCC's number optimization rules in 47 C.F.R §52. The Staff recommends that the Commission directs Applicant to make available to the Commission's Staff, upon request, information concerning the Applicant's application for and/or utilization of pANI resources.

CONCLUSION & STAFF RECOMMENDATION:

Staff has thoroughly reviewed this application and found that, as amended on December 7, 2007 and January 28, 2008, it is in compliance with Commission Rules and Regulations. Therefore, Staff recommends that this application be approved as discussed above via Commission Finding and Order.

"DRAFT-This document was created only for the purpose stated within. It is for staff discussion only and does not reflect the view of the Commission."

EXHIBIT NO. 15

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Public Utilities Commission of Ohio Entry on Rehearing (Ohio Order Entry on Rehearing), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 15
COMPANY Intrado
WITNESS Carey Spense-Lenss (CSL-3)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CSL-3

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Intrado Communications Inc. to Provide Competitive Local Exchange Services in the State of Ohio.	))))	Case No. 07-1199-TP-ACE

ENTRY ON REHEARING

The Commission finds:

(1) Pursuant to its February 5, 2008, Finding and Order, as clarified on February 13, 2008, the Commission determined that Intrado Communications Inc. (Intrado) is a telephone company pursuant to Section 4905.03, Revised Code, and Rule 4901:1-7-01(S), Ohio Administrative Code (O.A.C.), and a public utility pursuant to Section 4905.02(B), Revised Code, and certified Intrado to provide competitive emergency telecommunications services in Ohio.

(2) On March 6, 2008, applications for rehearing were filed by AT&T Ohio, Cincinnati Bell Telephone Company LLC (Cincinnati Bell), and the Ohio Telecom Association (OTA). AT&T Ohio, Cincinnati Bell, and OTA (hereafter collectively intervenors) were granted intervention in this proceeding pursuant to an attorney examiner's entry issued December 18, 2007.

(3) On March 14, 2008, Intrado filed a memorandum contra the applications for rehearing.

(4) Section 4903.10, Revised Code, states that any party to a Commission proceeding may apply for rehearing with respect to any matters determined by the Commission within 30 days of the entry of the order upon the Commission's journal.

(5) AT&T Ohio alleges that the Commission's Finding and Order effectively establishes new rules without following the required steps for rulemaking under Ohio law and without affording interested parties due process. Specifically, AT&T Ohio asserts that, by creating the emergency services telecommunications carrier designation, the Commission established an entirely new category of certified carrier along with de facto rules without any prior notice and absent any opportunity for public

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comments or the stating of objections (AT&T Ohio Application for Rehearing at 2, 7). AT&T Ohio submits that Section 111.15, Revised Code, requires the Commission to follow a series of detailed, specific requirements when considering and establishing rules (e.g., advanced filing with the Joint Committee on Agency Rule Review) (*Id.* at 3, 6). AT&T Ohio avers that the requisite notice and filing requirements are intended to prohibit an agency from adopting industry-wide rules in an adjudicatory proceeding unless the potentially affected parties are afforded a full opportunity to be heard. AT&T Ohio submits that when adopting certification standards in the past, the Commission has always used the rulemaking process and permitted public notice and comment on the proposed rules (*Id.* at 4).

AT&T Ohio considers the Commission's actions in this proceeding to constitute rules inasmuch as Section 111.15(A)(1), Revised Code, defines a rule as "any rule, regulation, bylaw, or standard having a general or uniform operation, adopted by an agency under the authority of the laws governing the agency; any appendix to a rule; and any internal management rule" (*Id.* at 5). AT&T Ohio opines that the Commission's Finding and Order in this proceeding constitutes rules inasmuch as the order extends beyond the limited consideration of Intrado's application and establishes an entirely new framework of presumptions, rights, and obligations for the regulation of all competitive emergency services telecommunications carriers on a going forward basis (*Id.* at 5-7).

AT&T Ohio also believes that the Commission's Finding and Order establishes rules governing incumbent local exchange carriers (ILECs) inasmuch as it requires ILEC interconnection with emergency services telecommunications carriers and sets forth the obligation that ILECs work cooperatively with Intrado to ensure that 9-1-1 calls are completed from end users to public safety answering points (PSAPs). AT&T Ohio asserts that, while the Commission's Finding and Order establishes rules applicable to ILECs, it fails to address generic implementation issues (e.g., compensation) that could have been addressed in the context of a notice and comment period for a rulemaking (*Id.*).

Additionally, AT&T Ohio asserts that it would be inappropriate to apply retroactively the obligations of the Commission's Finding and Order to the parties in this proceeding. Referencing

Retail Wholesale & Department Store Union v. NLRB, 466 F.2d 380, 390 (D.C. Cir. 1972), AT&T Ohio claims that, in determining whether an agency has abused its discretion by retroactively applying a rule announced through adjudication, courts have generally considered the following factors:

(a) whether the particular case is one of first impression,

(b) whether the new rule represents an abrupt departure from well established practice or merely attempts to fill a void in an unsettled area of law,

(c) the extent to which the party against whom the new rule is applied relied on the former rule,

(d) the degree of the burden which a retroactive order imposes on a party, and

(e) the statutory interest in applying a new rule despite the reliance of a party on the old standard.

(*Id.* at 4).

Based on these factors, AT&T Ohio asserts that the Commission abused its discretion by applying its decision retroactively, to the detriment of the company. AT&T Ohio explains that there was no indication that the Commission would deviate from its existing rules and create a completely new category of telecommunications carrier. AT&T Ohio also opines that the Commission's decision appears to subject the company to the significant burden of making its network available to a new category of telecommunications carrier (*Id.* at 7, 8).

(6) OTA also objects to the Commission's establishment of the classification of competitive emergency services telecommunications carriers and the associated rules in the context of the Commission's Finding and Order addressing Intrado's application for certification as a competitive local exchange company. OTA contends that no party was given notice of the Commission's intention to consider this new carrier designation and no party was given the opportunity to provide comment.

OTA submits that the Commission failed to comply with Section 111.15, Revised Code, which provides for the legislative review of Commission rules by the Joint Committee on Agency Rule Review and for the central filing and publication of rules by the Secretary of State. OTA asserts that the Commission's directives regarding competitive emergency services telecommunications carriers are subject to Section 111.15, Revised Code, and should be available in the Ohio Administrative Code in order to properly notify the public regarding the new obligations (OTA Application for Rehearing at 11-12).

OTA asserts that the Commission has no authority to establish, *sua sponte*, a classification of emergency service telecommunications carriers absent due process, which would include notice and the opportunity to be heard concerning both the classification and the associated regulatory framework. In support of its position, OTA references that Section 4927.03(A), Revised Code, requires that the Commission afford the public and any affected telephone company the opportunity for comment. OTA states that the Commission's alleged failure to provide notice and an opportunity to be heard are violations of both Ohio law and constitutional guarantees of procedural due process. Additionally, OTA considers the approach taken by the Commission in this proceeding to be inconsistent with the Commission's approach in every other classification established pursuant to the aforementioned statute (*Id.* at 7-10).

(7) Similar to AT&T Ohio and OTA, Cincinnati Bell contends that the Commission erred by creating a new classification (competitive emergency services telecommunications carrier) and establishing corresponding rules absent notice or opportunity for comment by the intervenors. Cincinnati Bell submits that no rules previously existed for competitive emergency services telecommunications carriers. In establishing rules for these entities, Cincinnati Bell asserts that the Commission failed to follow the statutorily required rulemaking process which provides for the opportunity of public notice and comment (Cincinnati Bell Application for Rehearing at 4).

(8) Intrado contends that, because AT&T Ohio, OTA, and Cincinnati Bell were all granted intervention and the Commission considered their arguments seeking dismissal of the certification application, it is inappropriate for these entities to now argue

that they were denied due process. Intrado opines that the Commission has more than satisfied the requirements of due process as required by Section 4927.03, Revised Code, and provided for a greater participatory process than the Ohio Supreme Court deemed sufficient (Intrado Memorandum Contra at 7 citing *Discount Cellular Inc. v. Pub. Util. Comm.*, 112 Ohio St. 3d at 360, 368, 369 [2007]). Furthermore, Intrado points out that the Commission's ruling that Intrado is not a competitive local exchange carrier (CLEC) is precisely what the intervenors argued for in their motions. Thus, to now posit that the intervenors were denied due process, says Intrado, is ludicrous.

Inasmuch as the Commission permitted the intervenors to participate in this case, Intrado believes that the Commission was not required to initiate a formal rulemaking in order to assure due process (*Id.* at 8). In support of its position, Intrado states that, in *Discount Cellular*, the Ohio Supreme Court determined that there is no constitutional right to notice and hearing in utility-related matters if no statutory right to a hearing exists (*Id.* at 9).

Intrado considers the arguments raised by AT&T Ohio and OTA to be misleading and inaccurate inasmuch as it believes that Section 4927.03, Revised Code, grants the Commission the power to establish, by order, alternative regulatory requirements including different classifications, procedures, terms, and conditions without regard to Section 111.15, Revised Code (*Id.* at 2). In support of its position, Intrado states that in *Discount Cellular*, the Ohio Supreme Court determined that the Commission had properly exercised its statutory authority under Section 4927.03(A)(1), Revised Code, and had not engaged in rulemaking subject to the requirements of Section 111.15, Revised Code (*Id. at 6*).

Intrado submits that the Commission properly determined that the establishment of the alternative regulatory classification (competitive emergency services telecommunications carrier) was in the public interest consistent with Section 4927.03(A)(1), Revised Code, and would provide PSAPs with competitive, reasonably available alternatives. Further, Intrado opines that the associated procedures, terms, and conditions that competitive emergency services telecommunications carriers are

required to comply with are reasonable and do not create any undue economic, competitive, or market advantage to Intrado (*Id.* at 7).

Additionally, Intrado opines that, consistent with Section 4927.02(A)(4), Revised Code, the Commission, in its Finding and Order, specifically considered the state's policy objective of promoting diversity and options in the supply of the public telecommunications services when the Commission authorized Intrado to provide competitive emergency telecommunication services in Ohio (*Id.* at 4).

(9) With respect to AT&T Ohio's, OTA's, and Cincinnati Bell's arguments regarding due process violations and the failure of the Commission to comply with Section 111.15, Revised Code, rulemaking requirements, the applications for rehearing are denied. Despite the intervenors' arguments to the contrary, we conclude that the Finding and Order appropriately considered Intrado's request for certification and, upon determining that the company was not a competitive local exchange carrier (CLEC) but still under our jurisdiction, we established what type of a carrier Intrado actually is. Such a determination is certainly within the Commission's general supervisory powers and is not tantamount to a rulemaking endeavor. Specifically, the Commission has the ability to determine whether a particular applicant falls under the jurisdiction of the Commission and the attending regulatory rights and obligations of such an entity in the context of a request for a certificate to operate in this state. Moreover, given constant advancements in technology, it is not unusual for the Commission to have to consider in certification cases whether and to what extent new and unique telecommunications service offerings fit into our regulatory framework (See, for example, Case No. 93-1370-TP-ACE, *Time Warner AxS of Western Ohio, LP*, Finding and Order issued December 9, 1993). To require the Commission to conduct a rulemaking every time a telephone company proposes a new and unique telecommunications service option would frustrate both the policy of the state to encourage innovation in the telecommunications industry as well as the policy to promote diversity and options in the supply of public telecommunications services and equipment throughout the state (Section 4927.02, Revised Code). We further point out that, with respect to this certification analysis, the Commission not

only considered the viewpoints filed by the intervenors in Intrado's CLEC certification application, but that the Commission also agreed with many of their stated arguments.

While it appears that the intervenors advocate that the Commission's analysis should simply begin and end with the issue of whether Intrado is a CLEC, the intervenors fail to recognize that simply because an applicant is not a CLEC does not signify that it is also not a telephone company subject to the Commission's jurisdiction pursuant to Sections 4905.02, 4905.03(A)(2), and 4905.04, Revised Code. Therefore, upon determining that Intrado is a telephone company that does not fit neatly into the existing carrier classifications, the Commission took the next logical and necessary step of determining the appropriate classification for the telephone company in order to determine the appropriate regulatory framework to apply to Intrado. Intrado requested certification as a CLEC for the purposes of providing Tier 1 noncore services. The Commission determined that Intrado, although providing a component of basic local exchange service, was not a traditional provider of basic local exchange service in the sense that its telephone exchange activities are restricted in scope to competitive emergency telecommunications services. Thus, rather than placing Intrado into a regulatory classification in which it did not neatly fit, we categorized Intrado as an emergency services telecommunications carrier and concluded that the existing regulatory framework for Tier 1 core service should apply.

The Commission asserts that this determination is entirely consistent with the Commission's existing rules. In particular, the Commission highlights the fact that Chapter 4901:1-6, O.A.C., sets forth the regulatory framework for all providers of competitive telecommunications services, not just CLECs (See Rule 4901:1-6-02, O.A.C.). Also, Rule 4901:1-6-06, O.A.C., sets forth the application process which must be followed by any telephone company desiring to offer telecommunications services in the state of Ohio. It was under this process that the Commission considered Intrado's application for certification, and it was the existing rules in Chapters 4901:1-5, 4901:1-6, and 4901:1-7, O.A.C., which we applied to Intrado's operating authority, once we determined what kind of telephone company Intrado is. Therefore, the Commission established no new rules as a result of our Finding and Order in this proceeding.

In our Finding and Order, we established specific additional conditions for Intrado's operating authority, due to the high level of public interest in ensuring uninterrupted 9-1-1 service to the public. AT&T Ohio maintains that the Commission clearly intended these findings to apply generally and uniformly to all emergency services telecommunications carriers and, therefore, by definition, they constitute new rules (AT&T Ohio Application for Rehearing at 5). The Commission grants AT&T Ohio's request for rehearing on this ground. The Commission agrees with AT&T Ohio that it would be improper to apply the determinations made in this case generally and uniformly to any future applicant for a certificate to provide competitive emergency telecommunications services. Thus, to the extent that our findings appeared to apply to all providers of the type of competitive emergency telecommunications services proposed by Intrado, we clarify that our findings are limited to the unique business plan and operation of Intrado, as set forth in its application in this case. The specific requirements we imposed on Intrado in its certification case apply only to Intrado, and are a condition of it receiving a certificate to operate in Ohio. Should other applicants request similar authority in the future, the Commission will consider those requests based on the individual facts and merits of any such applications and will allow interested persons an opportunity to intervene and express their views regarding the applications in those cases.

(10) As another ground for rehearing, AT&T Ohio asserts that the Commission's Finding and Order unlawfully creates discriminatory pricing in violation of Ohio's statutes (AT&T Ohio Application for Rehearing at 9). Specifically, AT&T Ohio points out that while the Commission has now determined that competitive emergency services telecommunications carriers can provide 9-1-1 services on an individual contract basis (Intrado Order at ¶13), the Commission previously stated in *In the Matter of the Adoption of Guidelines Governing the Disclosure or Use of the Emergency 9-1-1 Database in Accordance With House Bill No. 344*, Case No. 94-1965-TP-ORD (94-1965), Finding and Order, June 6, 1996, at 13, that "[t]o allow market pricing for 9-1-1 database service . . .would essentially allow LECs to profit from State and subscriber-funded investment" (*Id.* at 9, 10). AT&T Ohio asserts that if Intrado is providing the same or similar emergency services to that of another carrier, the same pricing standards should apply to both entities. AT&T Ohio submits that to do

otherwise would be a violation of Section 4927.02(A)(7), Revised Code (AT&T Ohio Application for Rehearing at 10).

(11) Similar to AT&T Ohio, OTA contends that the Commission's Finding and Order unlawfully and unreasonably discriminates between ILECs and competitive emergency services telecommunications providers regarding the pricing of emergency services and unreasonably imposes costs for which recovery is ordered. In support of its petition, OTA represents that, consistent with the policy set forth in 94-1965, Finding and Order, June 6, 1996, at 13, ILECs in Ohio have developed, filed, and implemented tariffs for 9-1-1 services that are based on the incremental costs alone (OTA Application for Rehearing at 15). In contrast, OTA submits that, pursuant to the Commission's Finding and Order in this proceeding, competitive emergency services telecommunications carriers are allowed to recover whatever the market will bear. OTA avers that such an outcome violates Section 4927.02(A)(7), Revised Code, which reflects that it is the policy of the state of Ohio to "not unduly favor or advantage any provider and not unduly disadvantage providers of competing and functionally equivalent services." Additionally, OTA objects to the Commission imposing costs on ILECs for the purpose of assisting in the migration of 9-1-1 traffic to a competitive emergency services telecommunications carrier while not providing a cost recovery mechanism subsequent to the migration of traffic (*Id.* at 16).

(12) In response to AT&T Ohio's and OTA's arguments that the Commission's Finding and Order results in discriminatory pricing standards relative to the pricing constraints applicable to ILECs, Intrado responds that the pricing structure set forth in 94-1965 was intended to address how traditional 9-1-1 services should be tariffed according to incumbent regulatory requirements and was not intended to apply to all new competitive services. In support of the Commission's decision to allow Intrado to offer service to counties pursuant to contract, Intrado references Section 4927.03(B), Revised Code, and asserts that the Commission may prescribe different classifications for different telephone companies and the services they provide (Intrado Memorandum Contra at 17).

Intrado submits that the Commission has continuously set forth different regulatory structures for ILECs, CLECs, and other

telecommunications providers. With respect to 9-1-1 service, Intrado believes that the disparity in regulatory treatment is appropriate in light of the fact that ILECs are providing service over ubiquitous legacy facilities, while Intrado does not have the benefit of embedded legacy facilities and a legacy cost structure (*Id.* at 18). In particular, Intrado submits that most of the ILEC facilities used to provide the traditional 9-1-1 services have been in place for many years and that the ILECs have likely recovered the cost of these facilities in full (*Id.* at 19). Intrado states that the pricing requirements implemented by the Commission in 94-1965 were applied to prohibit ILECs from "profit(ing) from State and subscriber-funded investment" (*Id.* at 17). Contrastingly, Intrado represents that it is financing this new technology, without ratepayer funding (*Id.* at 19). Thus, argues Intrado, it is only appropriate and reasonable that the Commission made a distinction in the pricing structure applicable to Intrado.

(13) In regard to AT&T Ohio's and OTA's arguments that the Commission's Finding and Order results in discriminatory pricing standards relative to the pricing constraints applicable to ILECs, the applications for rehearing are denied. Contrary to AT&T Ohio's and OTA's contention that the Commission's Finding and Order results in discriminatory pricing, the Commission determines that the arguments raised do not engage in a comparison of similar services. Specifically, whereas the Finding and Order in 94-1965 was limited in scope to the disclosure of the legacy 9-1-1 database information by the ILECs, the Finding and Order in this case addresses the pricing of an enhanced, next generation 9-1-1 system, which incorporates new costs not previously contemplated by the Commission and not currently being recovered by State and subscriber-funded investment. Based on the facts of this case, we believe that it is appropriate to allow Intrado a pricing structure for its proposed service different from the legacy service. To the extent that any ILEC seeks to similarly provision enhanced, next generation 9-1-1 service, the Commission would consider in the context of such application, the appropriateness of affording the same pricing flexibility as Intrado for those costs not already accounted for under its legacy 9-1-1 costs.

(14) As further grounds for rehearing, AT&T Ohio submits that the Commission unnecessarily decided issues not relevant to the issue of certification. Specifically, AT&T Ohio states that there

was no reason for the Commission to address the issue of the applicability of Sections 251 and 252 of the Telecommunications Act of 1996 (1996 Act) or Intrado's eligibility for pseudo automatic number identification (pANI) resources when the only issue before it was to determine whether Intrado was entitled to certification pursuant to Ohio law (AT&T Ohio Application for Rehearing at 11, 12). AT&T Ohio submits that the issue of the applicability of Sections 251 and 252 is more appropriate in the context of Intrado's pending arbitration cases with AT&T Ohio and Embarq (*Id.*). To the extent that the Commission's Finding and Order is also intended to unequivocally give Section 251 and Section 252 rights to other competitive emergency services telecommunications carriers, AT&T Ohio believes that such treatment is inappropriate in light of the fact that each individual competitive emergency services telecommunications carrier may have its own business plan and network architecture and may not offer services that are functionally equivalent to that offered by Intrado (*Id.* at 12-14).

At a minimum, AT&T Ohio seeks clarification that, pursuant to the Commission's Order, Intrado or any future competitive emergency services telecommunications carrier is not automatically granted greater rights than an actual CLEC or any other carrier under Sections 251 or 252 of the 1996 Act. For example, AT&T Ohio submits that, pursuant to the 1996 Act, interconnection is only available to a requesting carrier if it is used to provide exchange access or local exchange service and only if it is used for the mutual exchange of traffic. AT&T Ohio opines that decisions regarding the reasonableness of individual company requests for interconnection should occur on an individual case-specific basis in the context of a Section 252 proceeding (*Id.* at 13).

(15) Similar to AT&T Ohio, OTA asserts that the Commission's framework misconstrues the law and erroneously confers rights on Intrado to which it is not entitled. Specifically, OTA states that Intrado is not entitled to interconnection under either state or federal law (OTA Application for Rehearing at 10). First, OTA opines that the Commission should not have addressed this issue at all inasmuch as no party raised it for consideration (*Id.* at 13). Next, OTA submits that Intrado is not entitled to Section 251 interconnection due to the fact that the company is not engaged in the routing of telephone exchange service as defined

by 47 U.S.C. 153(47) or involved in the provisioning of exchange access (*Id.* at 13, 14). OTA also avers that the Commission may not lawfully extend interconnection rights as a matter of state law. In support of this position, OTA notes that Section 4905.041, *Revised Code*, provides that:

> (a) The public utilities commission shall not establish any requirements for the unbundling of network elements, for the resale of telecommunications services, or for network interconnection that exceed or are inconsistent with or prohibited by federal law, including federal regulations.
>
> (b) The commission shall not establish pricing for such unbundled elements, resale, or interconnection that is inconsistent with or prohibited by federal law, including federal regulations, and shall comply with federal law, including federal regulations, in establishing such pricing.

(*Id.* at 14, 15).

(16) Cincinnati Bell also asserts that the Commission erred in declaring that competitive emergency services telecommunications carriers are entitled to all rights and obligations of a telecommunications carrier pursuant to Sections 251 and 252 of the 1996 Act. In support of its position, Cincinnati Bell asserts that this issue was irrelevant to the certification issue pending before the Commission in this proceeding. In particular, Cincinnati Bell states that it is not necessary to resolve these federal law issues when determining whether Intrado is qualified as a CLEC under Ohio law and that Intrado's status under Ohio law is not determinative of its rights under Sections 251 and 252 of the 1996 Act (Cincinnati Bell *Application for* Rehearing at 5, 6). Similar to AT&T Ohio, Cincinnati Bell asserts that it is inappropriate for the Commission to have determined that all companies designated as competitive emergency services telecommunications carriers are automatically entitled to all rights and obligations under those sections. Rather, Cincinnati Bell believes that it would have been more appropriate for the Commission to determine that such issues should be addressed in the individual arbitration proceedings (*Id.* at 6, 7).

(17) Intrado submits that it is a telephone company pursuant to Section 4905.03(A)(2), Revised Code, and that, consistent with Section 4905.041, Revised Code, the Commission must afford Intrado with the same rights and benefits under Ohio law that it enjoys under federal law, including the granting of the same interconnection rights as Ohio CLECs (Intrado Memorandum Contra at 3). Additionally, Intrado believes that telephone exchange service is not limited to voice communications provided over the public circuit-switched network (*Id.* at 11 citing *Federal-State Joint Board on Universal Service*, 13 FCC Rcd 11830 [1998]). Intrado states that its services have the same qualities as other telephone exchange services recognized by the Federal Communications Commission (FCC) including the communicating of information within a local area and the intercommunication among subscribers within a local exchange area (*Id.* at 9, *10* citing *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 385 [1999]).

Intrado believes that the Commission was well within its statutory authority to determine the company's interconnection rights pursuant to Sections 251 and 252 of the 1996 Act. In support of its position, Intrado asserts that Section 252 specifically designates state commissions as the proper entity to address issues concerning interconnection (*Id.* at 16). Further, Intrado avers that the Commission is not required to limit its discussion of interconnection issues solely in the context of interconnection agreement disputes or arbitration. Intrado believes that it was particularly appropriate for the Commission to address the issue of interconnection rights in light of the fact that AT&T Ohio and OTA, in this proceeding, had raised issues relating to Intrado's rights under Sections 251 and 252 (*Id.*).

(18) With respect to the arguments raised by the intervenors regarding the determination that Intrado is entitled to interconnection pursuant to Sections 251 and 252, the Commission finds that the applications for rehearing should be granted in part and denied in part. As discussed *supra*, the Commission certainly has the ability to determine whether a particular applicant falls under its jurisdiction and to set forth the attending regulatory rights and obligations of such an entity. Issues such as whether Intrado, as a telephone company, is generally subject to Sections 251 and 252 are encompassed within these attending regulatory obligations. Thus, the

Commission's determination that Intrado is a telephone company pursuant to Section 4905.03, Revised Code, and Rule 4901:1-7-01(S), O.A.C., for purposes of Chapter 4901:1-7, O.A.C., and Sections 251 and 252 was proper and appropriate. However, consistent with our conclusion above, we grant rehearing to clarify that the Commission makes no determination in this proceeding as to the general applicability of Chapter 4901:1-7, O.A.C., and Sections 251 and 252 to other providers of competitive emergency telecommunications services. Our findings in this case are limited to the business plan and operation of Intrado, as set forth in its application in this case. Should other applicants request similar authority as Intrado in the future, the Commission will consider those requests based on the individual facts and merits of any such applications and will allow interested persons an opportunity to intervene and express their views in the context of those cases.

Furthermore, the Commission clarifies that we are not deciding in this case the issues pending in Intrado's arbitration proceedings. While the Commission recognizes its determinations that (a) Intrado is entitled to the rights and obligations of a telecommunications carrier pursuant to Sections 251 and 252 of the 1996 Act, (b) ILECs are obligated to negotiate with Intrado in good faith and (c) Intrado is entitled to access pANI resources (Finding and Order at 5, 6), these determinations address ONLY the fundamental question as to Intrado's right, as a telephone company under Rule 4901:1-7-01(S), O.A.C., to request AN interconnection agreement pursuant to Chapter 4901:1-7, O.A.C., and Sections 251 and 252 of the 1996 Act. Our decision does not address the appropriateness and scope of any specific request for interconnection. Such decisions are to be addressed in the context of Intrado's ongoing arbitration proceedings, based on the case-specific facts of Intrado's actual proposal.

(19) AT&T Ohio asserts that Intrado is not a telecommunications carrier pursuant to federal law inasmuch as it does not provide telecommunications as defined by 47 U.S.C. 153(43). In support of its position, AT&T Ohio states that 47 U.S.C. 153(43) requires that a telecommunications carrier provide "the transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information as sent and received." Since Intrado's customer is

the county PSAP, and not the end user, AT&T Ohio contends that Intrado is not engaged in the provision of telecommunications. Additionally, AT&T Ohio submits that the FCC has held that E911 services are not telecommunications services and, instead, are information services (AT&T Ohio Application for Rehearing at 14 citing *In the Matter of Bell Operating Companies, Petitions for Forbearance From the Application of Section 272 of the Communications Act of 1934, as Amended, to Certain Activities*, 13 FCC Rcd. 2627, ¶17 [1998]).

(20) Intrado submits that the Commission properly determined that the company is a telecommunications carrier offering telephone exchange service. Specifically, Intrado argues that its service provides PSAPs and municipalities with transmission between or among points specified by the user (the PSAP or municipality) of information of the user's choosing without change in the form or content of the information as sent and received. Intrado explains that when the PSAP receives an emergency call it directs the call to the appropriate entity without a change in the form or content of the communication (Intrado Memorandum Contra at 12).

In response to AT&T Ohio's claim that E9-1-1 services are information services, rather than telecommunications services, Intrado states that the FCC has distinguished between a separately-stated, separately-priced storage and retrieval function being offered as an information service on a stand-alone basis to an end user and an automatic location identification database function being offered for the management, control, or operation of telecommunication systems or telecommunications services by a carrier to provide an integrated comprehensive 9-1-1 service (*Id.* at 13 citing *Bell Operating Companies: Petitions for Forbearing from the Application of Section 272 of the Communications Act of 1934, as Amended, to Certain Activities*, 13 FCC Rcd 2627, ¶¶17, 18 [1998]). In light of the fact that its services are marketed to end users (municipalities and PSAPs) as a single integrated offering, Intrado asserts that the Commission has properly classified its services as a telecommunications service (*Id.* at 13).

Additionally, Intrado asserts that the PSAPs and the municipalities that it serves are the end users of such services just as PSAPs or municipalities that purchase services from the ILECs at retail rates via a retail tariff are considered as holding

end user status. Intrado highlights that the FCC has determined that "wholesale" means a service or product that is an input to a further sale to an end user, while a retail transaction is for the customer's own personal use or consumption (*Id.* citing *Federal-State Joint Board on Universal Service*, 13 FCC Rcd 5318, ¶298 [1997]).

(21) In regard to AT&T Ohio's argument that the Commission incorrectly determined that Intrado is a telecommunications carrier pursuant to federal law, AT&T Ohio's application for rehearing should be denied. As we stated above, we found that Intrado is a telephone company pursuant to Section 4905.03, Revised Code, and Rule 4901:1-7-01(S), O.A.C. Under Chapter 4901:1-7, O.A.C., "telephone company" includes the definition of "telecommunications carrier" incorporated in 47 U.S.C. 153(44), and the obligations found in Chapter 4901:1-7, O.A.C., including interconnection, are generally applicable to telephone companies as defined by Section 4905.03, Revised Code.

(22) Finally, Cincinnati Bell questions the intent of the Commission's requirement that a provider of competitive emergency telecommunications services must carry all calls throughout the county for the designated types of telecommunications services (Cincinnati Bell Application for Rehearing at 7 citing Finding and Order at ¶11). Specifically, Cincinnati Bell states that if it were the intent to create exclusivity for types of telecommunications traffic, such a conclusion is unreasonable and unlawful. Cincinnati Bell submits that it is beyond the jurisdiction of the Commission to dictate how counties will provision 9-1-1 services. Additionally, Cincinnati Bell believes that just because a county may authorize a particular competitive emergency services telecommunications carrier, there is no reason why a county cannot authorize multiple 9-1-1 providers, even for the same class of service (*Id.* at 8).

Similarly, Cincinnati Bell contends that a given wireless carrier should not be forced to redirect all of its traffic to the competitive emergency services telecommunications carrier if it is content to continue using the existing connections (*Id.*). Cincinnati Bell also points out that ILEC telephone boundaries extend beyond county boundaries. Therefore, Cincinnati Bell believes it would be inequitable to force a wireless provider to interconnect with a competitive emergency services telecommunications carrier for a

county's 9-1-1 service, while continuing to have to interconnect with the ILEC for the provision of 9-1-1 service in other counties. In support of its position, Cincinnati Bell asserts that the Commission's determination will actually result in less, rather than more competition for the provisioning of emergency services (*Id.* at 9, 10).

(23) In response to Cincinnati Bell's contention that the Commission erred in its determination that the county-designated competitive emergency services telecommunications carrier will be the exclusive provider of 9-1-1 service in the county, Intrado points out that competitive emergency services telecommunications carriers will still compete with the ILEC to provide 9-1-1 services (Intrado Memorandum Contra at 19). Intrado also asserts that Cincinnati Bell lacks standing to raise its arguments in light of the fact that, to the extent that there is an aggrieved entity, it would be a county or another competitive emergency services telecommunications carrier,, and not Cincinnati Bell (*Id.* at 20).

(24) With respect to the Commission's requirement that Intrado must carry all calls throughout the county for the designated types of telecommunications services, the Commission finds that the application for rehearing should be denied. First, the Commission agrees with Intrado and finds that Cincinnati Bell lacks standing with respect to this assignment of error inasmuch as Cincinnati Bell does not argue that the Commission's order invades its rights or aggrieves its interests. Second, we note that the ILEC's right to provide 9-1-1 services remains intact, although there will now be a competitor for these services. Additionally, the Commission emphasizes that the requirement that there be no more than one additional competitive emergency services telecommunications carrier designated by the county for specific types of traffic is necessary and limited in scope at this point in time in order to ensure that the public interest is protected and the chance of a 9-1-1 system error is reduced. The Commission will continue to monitor the development of the competitive emergency services telecommunications market and will take whatever future action that it deems necessary.

It is, therefore,

07-1199-TP-ACE

ORDERED, That the applications for rehearing are granted in part and denied in part consistent with the above findings. It is, further,

ORDERED, That the Commission's February 5, 2008, Finding and Order is clarified in accordance with the above findings. It is, further,

ORDERED, That to the extent not specifically addressed herein, all other arguments raised in the applications for rehearing are denied. It is, further,

ORDERED, That a copy of this Entry on Rehearing be served upon all parties and interested persons of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Alan R. Schriber, Chairman

Paul A. Centolella

Ronda Hartman Fergus

Valerie A. Lemmie

JSA/JRJ/vrm/geb

Entered in the Journal

Renee J. Jenkins
Secretary

EXHIBIT NO. 16

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Intrado Florida Tariff, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
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I.D. # CSL-4

TERMS, CONDITIONS, RATES AND CHARGES

Applying to the provision of Intrastate

EMERGENCY SERVICES

Within the operating territory of

INTRADO COMMUNICATIONS INC. (T)

IN THE STATE OF

FLORIDA

03219 APR 22 03
FPSC-COMMISSION CLERK

CHECK-SHEET

The sheets of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
TITLE SHEET	Original	26	First	52	Original *
1	Second *	27	First	53	Original *
2	Second *	28	First		
3	First	29	First		
4	First	30	First		
5	First	31	First		
6	First	32	First		
7	First	33	First		
8	First	34	First		
9	First	35	First		
10	First	36	First		
11	First	37	First		
12	First	38	First		
13	First	39	First		
14	First	40	First		
15	First	41	First		
16	First	42	Second *		
17	First	43	Second *		
18	First	44	Second *		
19	First	45	Second *		
20	First	46	Original *		
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22	First	48	Original *		
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1.0 *APPLICATION AND REFERENCE*

1.1 APPLICATION OF PRICE LIST

1.1.1 This Price List contains the regulations, terms, conditions, and maximum rates and charges applicable to intrastate exchange and network services and equipment furnished by Intrado Communications Inc.., hereinafter referred to as ICI or the Company. (T)

1.1.2 The Company's services are available to Business Customers, Public Agencies. Local Exchange Carriers, Wireless Service Providers and Telematics Service providers.

1.1.3 The Company's Florida service territory is statewide.

1.1.4 Service is available where facilities permit.

1.2 EXPLANATION OF ABBREVIATIONS

AMA	Automatic Message Accounting
ANI	Automatic Number Identification
ALI	Automatic Location Identification
ASCII	American Standard Code for Information Interexchange
Bps	Bits per second
CAMA	Centralized Automated Message Accounting
CCITT	The International Telegraph and Telephone Consultative Committee
CCSA	Common Control Switching Arrangement
CNCC	Customer Network Control Center
CO	Central Office
Cont'd	Continued
cps	Cycles per second
CRT	Cathode Ray Tube
dB	Decibel
DC	Direct Current
DID	Direct-Inward-Dialing
ESS	Electronic Switching System
FCC	Federal Communications Commission
GMT	Greenwich Mean Time
Hz	Hertz
IXC	Interexchange Carrier
Kbps	Kilobits per Second
kHz	Kilohertz
MHz	Megahertz
MSAG	Master Street Address Guide
NPA	Numbering Plan Area
PBX	Private Branch Exchange
PSAP	Public Safety Answering Point
SS 7	Signaling System 7
SRA	Selective Routing Arrangement

1.3 PRICE LIST FORMAT

1.3.1 LOCATION OF MATERIAL

1.3.1.1 Section 1 provides the following sections in this Price List.
- Subject Index – an alphabetical listing to find the desired section.
- Table of Contents – a numerical listing to find the desires section and page.

1.3.1.2 Each individual section in the Price List provides a Subject Index for the material located within that section.

1.3.1.3 Obsolete Service Offerings
Obsolete service offerings are identified in the Price List by adding 100 to the current section number, i.e., obsolete items from Section 5, will be found in Section 105. This section is then filed behind Section 5.

1.3.2 OUTLINE STRUCTURE

Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Price Lists.

2.1
2.1.1.
2.1.1.1.1.
2.1.1.1.1.1.

1.3.3 SHEET NUMBERING

Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

1.3.4 SHEET REVISION NUMBERS

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14

1.3.5 RATE TABLES

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicates the dollar value associated with the service.

- A dash "-"

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator "[1]"

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym "ICB" indicates that the product/service is rated on an individual case basis.

1.3.6 CHECK SHEETS

Check Sheets: When a Price List filing is made with the Florida Public Service Commission, an undated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida Public Service Commission.

1.4 EXPLANATION OF CHANGE SYMBOLS

SYMBOL	EXPLANATION
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Price List with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text or regulation but no change in rate or charge

1.5 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

9-1-1 SafetyNet℠ Service Mark of Intrado Communications Inc. (T)

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.1. DEFINITION OF TERMS

9-1-1
A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Failure or Outage
A situation in which 9-1-1 calls cannot be transported from the end user to the Public Safety Answering Point (PSAP) responsible for answering the 9-1-1 emergency calls.

Access Line
An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to ICI's location or switching center. (T)

Authorized User
A person, firm, or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An authorized user must be specifically named in the application for service.

Automatic Numbering Identification (ANI)
A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI)
The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

Basic Emergency Service
A telecommunications service permitting the use of the basic local exchange network and the three-digit number 9-1-1 for reporting police, fire, medical, or other emergency situations to a PSAP and referral to a public agency. Basic emergency service does not include discretionary equipment purchased by, or contracted for, governing bodies but not essential to the provision of 9-1-1 or E9-1-1 service.

Basic Local Exchange Carrier
Any person holding a Certificate of Public Convenience and Necessity issued pursuant to the Rules Regulating the Authority to Offer Local Exchange Telecommunications Services of the Commission to provide basic local exchange
service whether as a facility-based carrier or as a reseller.

Basic Local Exchange Service or Basic Service
The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within an exchange area and any other services or features that may be added by the Commission.

Bit
The smallest unit of information in the binary system of notation.

Building
A structure occupied by one or more Customers.

Campus
A group of two or more buildings or spaces located on a single owned continuous or contiguous property.

Central Office (CO)
A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.

Central Office Line
See "Exchange Access Line."

Certified Telecommunications Provider
Providers of telecommunications local exchange service who are certified with the Florida Public Service Commission as a Local Exchange Services Provider.

Common Carrier
An authorized company or entity providing telecommunications services to the public.

Company
Refers to Intrado Communications Inc. (T)

(D)

Customer
A person, firm, corporation, or governmental agency responsible for paying the telecommunication bills and for complying with the rules and regulations of the Company.

Dedicated
A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point
The point of interconnection between the Company's regulated telecommunications facilities and terminal equipment, protective apparatus or wiring at the premise. The demarcation point location will be within twelve inches (12) of the protector, or when there is no protector, within twelve inches (12) (or as close as practicable) of the point at which the cable/wire enters the Customer premises.

Duplex Service
Service which provides for simultaneous transmission in both directions.

E9-1-1 Features
The ANI, ALI database and selective routing capabilities and all other components of an E9-1-1 system, not including the transport and switching facilities.

E9-1-1 Facilities
The facilities provided by the basic emergency service provider that interconnect to the wireless providers, certificated basic local exchange carriers, and other services that are used to transport E9-1-1 and other emergency calls to the PSAP. The facilities may include the use of E9-1-1 tandem switches or direct trunking of E9-1-1 calls to the PSAPs.

E9-1-1 Tandem or 9-1-1 Selective Routing Tandem
The switch that receives E9-1-1 calls from the originating local exchange central offices and wireless providers, employs the ANI information associated with such calls from the originating central office, determines the correct destination of the call, and forwards the call and the ANI information to that destination.

E9-1-1 Trunks
The facilities that connect from the central office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 tandem and connect the tandem to the PSAP. These may include, but are not limited to, point-to-point private line facilities. Common or shared facilities also may be used subject to the provisions of these rules.

Emergency Communications Network (ECN)
A telephone network consisting of automated and manual call processing steps used to aggregate, transport and deliver emergency calling information to the appropriate 9-1-1 Selective Routing Tandem or PSAP.

Emergency Telephone Service
A telephone system using the three-digit number 9-1-1 to report police, fire, medical or other emergency situations.

End User
The term "End User" denotes any Customer of an intrastate telecommunications service that is not a carrier.

Enhanced 9-1-1 (E9-1-1)
An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate public safety response.

Entrance Facilities
Those facilities from the property line to the point at which the cable enters the premises and terminates at the protector.

Facilities
Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

Fiber Optic Cable
A thin filament of glass with a protective coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Geographic Area
The area such as a city, county, municipality, multiple counties, or other areas defined by a governing body or other governmental entity for the purpose of providing public agency response to 9-1-1 calls.

Governing Body
A board of county commissioners of a county or the city council or other governing body of a city, city and county, or town or the board of directors of a special district.

Holiday
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Individual Case Basis (ICB)
A service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case.

Inside Wire
Wiring located on the building owner's/Customer's side of the demarcation point. Such wiring is deregulated. Installation and maintenance of Inside Wiring is the responsibility of the Customer or premises owner.

Local Access and Transport Area (LATA)
A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Service
The furnishing of telecommunications services by a Local Exchange Provider to a Customer within an exchange for local calling. This service also provides access to and from the telecommunication network for long distance calling. The Company is not responsible for the provision of local exchange service to its Customers.

Master Street Address Guide (MSAG)
The file of street names and ranges defining emergency service agencies particular to a telephone number.

Maintenance of Service
Maintenance of Service (Trouble Isolation) denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Premises Work Charges will apply.

Mbps
Megabits, denotes millions of bits per second.

Minimum Point of Entry
The closest practicable point to where regulated facilities of the Company cross a property line or enter a building.

National Emergency Number Association (NENA)
An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

Network Control Signaling
Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

Network Facilities
All Company facilities from the central office up to and including the Standard Network Interface at the demarcation point.

Non-listed service
Telephone numbers that are not published in the telephone directory but are available through directory assistance.

Non-published service
Telephone numbers that are neither published in the telephone directory nor available through directory assistance.

Nonrecurring Charge
A charge associated with a given service or item of equipment which applies on a per service and/or a per item basis each time the service or item of equipment is provided or changed.

Pseudo Automatic Number Identification (pANI)
The pseudo number associated with Non Call Path Associated wireless 9-1-1 call delivery and used for query into routing databases.

Person
Any individual, firm, partnership, copartnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau,

fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user.

Premises
See "Same Premises."

Premises Work Charge
A time-sensitive one-time charge that applies to Customer requested work done by the Company on the Customer's side of the Network Interface.

Private Branch Exchange (PBX)
An arrangement which comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's premises or extended to another premises of the same Customer.

PBX Service
This service provides for centralized processing of exchange access by stations through groups of Central Office trunks, WATS lines, etc., or with other communication systems through voice circuits connected to the common equipment. Interconnection between stations through the common equipment is an inherent feature of the service.

Protector
An electrical device located in a central office, a Customer premises or any where along the telecommunications facility path. This device protects both the Company's and the Customer's property and facilities from high voltages and surges in current.

Public Agency
Any city, city and county, town, county, municipal corporation, public district, or public authority located in whole or in part within this state which provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Safety Answering Point (PSAP)
A facility equipped and staffed to receive 9-1-1 calls from the basic emergency service provider. PSAPs operate under the direction of the governing body and are responsible to direct the disposition of 9-1-1 calls.

Reseller of Basic Local Exchange Service (Resellers)
For the purpose of this Price List, a reseller of basic local exchange service is providing basic local exchange service.

Routing
The central office programming required to transport a 9-1-1 call to the correct 9-1-1 Tandem.

Same Premises
All the space in the same building in which a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the buildings.

Shared facility
A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Selective Routing
The capability of routing an E9-1-1 call to a designated PSAP based upon the seven-digit or ten-digit telephone number of the subscriber dialing 9-1-1.

Standard Network Interface (SNI)
A standard Federal Communications Commission (FCC) registration jack or its equivalent, which is provided, installed, owned and maintained by the Company at the Customer's premises. The SNI is placed at the point on the Customer's premises where all premises services are connected to the telecommunication's network via Company or Customer owned facilities/wire.

Supporting Structure
Consisting, of, but not limited to, pipes, conduits, risers, poles, trenches, backboards, plenum spaces, etc., as required for the physical placement, protection and support of telecommunications facilities. These structures are furnished, installed and maintained at the expense of the premises owner for use by the Company in terminating regulated facilities.

TDD/Text Phone
A telecommunications device for use by deaf persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access
Provides 9-1-1 access to individuals that use TDDs and computer modems.

Telecommunications Service Priority (TSP)
Denotes the regulatory, administrative, and operational system developed by the federal government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The FCC defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Telecommunications Relay Services
These services provides the ability for hearing- or speech-impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

Telematics
Personal safety devices utilizing a combination of electronic sensors, wireless communications technologies, and location determination technologies to signal or notify Telematics service providers when assistance is required. While Telematics devices are used for non-emergency purposes such as roadside assist or concierge services, navigation assistance, and vehicle tracking, the services described herein are specifically designed to facilitate the delivery of emergency Telematics calls to the appropriate responding agencies where facilities permit.

Wire Center
The building which houses the local switching equipment (central offices) from which exchange and private line services are furnished and where cable facilities are terminated which furnish telephone service within a designated wire center serving area.

Wire Center Serving Area
The area of the exchange served by a single wire center.

2.2. ESTABLISHING AND FURNISHING SERVICE

These regulations are added to those pertaining to specific service items in other sections. Any change in rates, charges or regulations approved by appropriate governmental authority modifies all service terms and conditions unless otherwise specified in writing pursuant to an ICB agreement, the following terms and conditions will apply to the services.

2.2.1. APPLICATION FOR SERVICE

2.2.1.1. Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the customer or the establishment of the service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.

2.2.1.2. Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Price List rates, charges and initial contract period, if any.

2.2.1.3. Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.

2.2.2. REFUSAL

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied.

2.2.3. CANCELLATIONS AND DEFERMENTS

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a 30 business day grace period. If after 30 business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.2.4. USE OF SERVICE

2.2.4.1. Customer service will be furnished to business Customers for:

- The Customer;
- The Customer's employees and representatives;
- Customers who share the Company's service;
- Joint users of Company provided services.

2.2.4.2. ICI's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of ICI's services. (T) (T)

2.2.4.3. ICI's services are available for use twenty-four (24) hours per day, seven (7) days per week. (T)

2.2.5. OBLIGATION TO FURNISH SERVICE

2.2.5.1. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain with just and reasonable earnings, suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.

2.2.5.2. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

2.2.5.3. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

2.2.5.4. When connections are requested and facilities to provide the required connections at the CO normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another CO to provide the requested interconnection. Under such circumstances additional monthly rates and installation charges will apply.

2.2.5.5. The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.2.6. LIMITED COMMUNICATION

The Company reserves the right to limit use of its services when emergency conditions arise that cause a shortage of facilities.

2.2.7. RESALE/SHARING OF SERVICE

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written consent of the Company.

2.3. TERMINATION OF SERVICE – COMPANY INITIATED

The Company may terminate service, with notice, due to:

2.3.1. Nonpayment

2.3.1.1. The Company may, by notice in writing to the Customer, in accordance with paragraph 2.6.2.9, suspend or terminate the service for nonpayment of any sum due the Company.

2.3.1.2. Exception: The Company may not use its purchase of a Customer's indebtedness, i.e., the accounts receivable from another telecommunications service provider as a basis to deny or discontinue providing its services to that Customer.

2.3.2. Abandonment
In the event of the abandonment of the service, the Company may terminate its service.

2.3.3. Abuse
Use of service that interferes with another Customer's service or that is used for any purpose other than its express intended purpose, or if a Customer or user causes or permits any signals or voltages to be transmitted over ICI's network in such a manner as to cause a hazard or to interfere with services to other ICI Customers. (T) (T)

2.3.4. Fraud
Abuse or fraudulent use of service includes the use of facilities of the Company to transmit a message or locate a person otherwise to give or obtain information, without the payment of a toll charge. The Company reserves the right to discontinue or refuse service because of fraudulent use of its service.

2.3.5. Unlawful Use of Service
The service is furnished subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its jurisdiction, advising that such service is being used or will be used in violation of law, service will be discontinued.

2.3.6. Violation of Price List
Any other violation of the regulations of the Company or this Price List, the Company may in its sole discretion, without notice, either suspend service or terminate the service without suspension.

2.4. SPECIAL SERVICES

2.4.1. General

2.4.1.1. The rates and charges quoted in the Price Lists of the Company contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable Price Lists, monthly rates and one-time charges, such as nonrecurring and construction charges, will apply based on the circumstances in each case.

2.4.1.2. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

2.4.1.3. The rates and charges specified contemplate that work will be performed during regular working hours and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred.

2.4.1.4. The rates and charges quoted in the Price Lists of the Company contemplate the use of standard procedures and practices for furnishing service, equipment and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals through the use of overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

2.5. TERMINATION OF SERVICE – CUSTOMER INITIATED

2.5.1. Initial Contract Period

2.5.1.1. An initial contract period of one year will apply unless otherwise specified.

2.5.1.2. Where service is disconnected and subsequently reestablished at the same location for the same or a different Customer, a new initial contract period will apply, whether or not the equipment has been removed.

2.5.1.3. Where the provision of service requires unusual costs or involves special assemblies of equipment, or where the provision of service requires construction of facilities for possible short term use, the Company reserves the right to require an initial contract period longer than one year in addition to any construction charge that may be applicable.

2.5.2. Charges for Termination of Service

2.5.2.1. Nonrecurring charges do not apply to disconnect service unless otherwise specified.

2.5.2.2. After the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and payment of all charges due to the date of termination of the services.

2.5.2.3. Prior to the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.

2.5.3. Service Involving Unusual Cost

Where the provision of service requires construction of facilities for possible short term use, or involves unusual costs or special assemblies of equipment, the initial contract period and termination charge base will be determined by the Company in each individual case.

2.5.4. Termination Liability

Services provided via service agreements will be subject to Termination Liability.

2.5.4.1. Definitions

Minimum Service Period
When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

2.5.4.2. Complete Disconnect
If the Customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply. The termination charge will be determined on an individual case basis.

2.6. PAYMENT FOR SERVICE

2.6.1. CUSTOMER RESPONSIBILITY

The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.

2.6.2. PAYMENT OF BILLS

2.6.2.1. Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable customer.

2.6.2.2. Unless otherwise specified, all charges for Company-provided services, equipment and facilities, exclusive of usage or transaction sensitive charges, start the day after service is installed, continue through the day service is disconnected and are payable monthly in advance. Charges for usage or transaction related services are payable monthly except the Company reserves the right to require payment of such charges at more frequent intervals.

2.6.2.3. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.6.2.4. In the event a Customer is indebted to the Company for charges and services previously rendered in Florida, or for service under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.

2.6.2.5. In the event that payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate the manner in which he wishes to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner that the Company deems appropriate.

2.6.2.6. Except as otherwise specified, where the rate to be charged for a particular service is determined by applying a percentage of similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.

2.6.2.7. The furnishing of services, equipment and facilities and any indebtedness resulting therewith shall not result in a lien, mortgage or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.

2.6.2.8. Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the State of Florida or for the provision of facilities which also have been provided in Florida.

2.6.2.9. Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least seven days (measured from the date of mailing) will be given to the Customer advising the Customer of the amount due and the date by which the same must be paid. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all equipment from the Customer's premises.

2.6.2.10. Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion that a payment is returned to the Company for reason of insufficient funds or closed account.

	Maximum Charge
• Returned Payment Charge	$20

2.6.2.11. Customers may have the following options as to the method of paying bills for Company provided service(s):

- At any Company payment depository location;
- At the office of any authorized payment agent of the Company;
- If by U.S. Mail, by check or money order only;
- Through an agent of the Customer;
- By any means acceptable to financial institutions and the Company.

2.6.2.12. Payments received by the Company on or before the due and payable date on the Customer's bill will be considered timely, provided the following billing information is remitted with payment:

- Customer's name;
- Customer's telephone number
- Customer's address;
- Customer's Account Code (if applicable);
- Customer's account type;
- Amount of payment;
- Other information as required by the service agreement.

2.6.2.13. Payments received by the Company after the due and payable date on the Customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the Customer's service unless the following billing information is remitted with the payment:

- All of the items enumerated in 2.6.2.12., and
- The final payment date before discontinuance for nonpayment.

2.6.2.14. The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set forth in 2.6.2.12. or, if the payment is not timely, the requirements of 2.6.2.13. have not been met.

2.7. LATE PAYMENT CHARGES

2.7.1. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill unless the balance is $45.00 or less.

2.7.2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of a Customer. Notice of intention to pay late will not avoid this charge.

2.7.3. The late payment charge does not apply to the following:

- Bills mailed more than ten days after bill date.
- Final bills.
- One time miscellaneous bills.
- Billed amounts under dispute that are resolved to the Company's satisfaction in the Customer's favor.

2.7.4. The Company is entitled to recover from the customer the Company's cost of collection including reasonable attorney fees.

2.8. ADJUSTMENT OF CHARGES

2.8.1. Interruptions

2.8.1.1. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits or other network and/or switching capacity shortages or as further defined.

2.8.1.2. *The credit allowance will not apply where service is interrupted by the negligence or willful* act of the Customer or the failure of facilities provided by the Customer, or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Price List or as further defined.

2.8.1.3. No credit allowance shall be made for interruptions in service due to electric power failure where, by the provisions of this Price List or as further defined, the Customer is responsible for providing electric power.

2.8.1.4. Should any such error, mistake, omission, interruption, failure, delay, defect or malfunction of equipment or facilities result in an interruption or failure of jurisdictional service to a Customer for more than eight hours during a continuous 24-hour period after being reported by the Customer or discovered by the Company, whichever occurs first, an appropriate adjustment shall be made automatically by the Company to the Customer's bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of 1/30 of the Price List monthly rate for all jurisdictional services and facilities affected by such interruption or failure for each occurrence of more than eight hours in a continuous 24-hour time period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.

2.8.1.5. In addition and not by way of limitation, in the event that there is a delay in installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance or any failure to repair or replace the items of service as provided in 2.8.1.4., then the refunds provided in 2.8.1.4. shall be the exclusive remedy against the Company.

2.8.1.6. Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive or consequential damages, losses, expenses, or costs, if any.

2.9. LIABILITY OF THE COMPANY

2.9.1. SERVICE LIABILITIES

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

In view of the fact that the Customer has exclusive control of their communications over the facilities furnished them by the Company, and of the other uses for which facilities may be furnished them by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

2.9.2. Limitations

2.9.2.1. Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or users of the service or facilities) in the absence of willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.9.2.2. The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: The Company shall repair or replace any item of its facilities or defective part thereof at its expense. The Company shall have the option to decide whether to repair or to replace its facilities.

2.9.3. Transmission

2.9.3.1. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of whom is present at a telephone or communications device.

2.9.3.2. The 9-1-1 emergency telephone number quickly summons emergency service in a crisis. When persons dial "9-1-1" to report an emergency, the telephone number (including non-published numbers) and address may be automatically displayed on a viewing screen located at the 9-1-1 answering centers and the call may also be recorded. The display of the calling number and address enables the emergency agency to quickly locate the caller if the call is disrupted by the crisis.

2.9.3.3. The 9-1-1 caller forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP. Telephone subscribers (published and non-published) consent to the storage and retention of the subscriber name, telephone number and address in the database management systems and also consent to access of this information by Public Agencies for the sole purpose of responding to emergency calls.

2.9.3.4. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright or trade secrets from the material transmitted over the Company's facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

2.9.4. Connections with other telecommunications providers

When the facilities or services of other companies are used in establishing connections to points or services provided to Customers not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.

2.9.5. Defacement of Premises

The Company shall not be liable for any defacement of, or damage to, Customer's premises resulting from the existence of the Company's instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company.

2.9.6. 9-1-1

The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1."

2.10. **MAINTENANCE AND REPAIR**

2.10.1. All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.

2.10.2. Nonrecurring charges do not apply to repair services.

2.11. **DATABASE ERRORS OR OMISSIONS**

2.11.1. Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages, injuries or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2.12. RESPONSIBILITIES OF THE CUSTOMER

2.12.1. LOST OR DAMAGED EQUIPMENT

2.12.1.1. In the case of damage to, or destruction of, any of the Company's equipment, instruments, apparatus, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, instruments, apparatus, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories or wiring destroyed.

2.12.1.2. The Customer is required to reimburse the Company for loss, through theft of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.

2.13. BUILDING SPACE AND ELECTRIC POWER SUPPLY

2.13.1. All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary in order to maintain a proper standard of service.

2.13.2. The Customer is required to provide adequate building space, lighting and atmospheric control for the proper installation, operation and maintenance of the equipment and facilities placed by the Company on his premises.

2.13.3. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. The Customer is required to provide adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.

2.13.4. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect or remove equipment with the provision of ICI's services. (T)

2.13.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into ICI's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Price List and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service. (T)

2.14. **SPECIAL TAXES, FEES, CHARGES**

2.14.1. Rate schedules of the Company in Florida do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.

2.14.2. The amount paid by the Company to a municipality as a cost of doing business within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the Company's Customers within such municipality for the privilege of employment within the municipality shall be so surcharged.

2.14.3. A monthly surcharge to recover the additional expense related to any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes will be added to Customer bills for all recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges.

2.14.4. Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

2.15. Promotional Offerings

2.15.1. Nonrecurring Charges

During specific promotional periods not to exceed 90 days, the offer may be made to reduce nonrecurring charges on a non-discriminatory basis. Each such offer shall be briefly described in a sequentially numbered informational letter to the Commission on seven days notice.

2.15.2. Recurring Rates and Charges

For the purpose of encouraging Customers to try different telecommunications services, the Company may offer promotional programs. The purpose of these programs is to waive or reduce recurring rates or charges to introduce present or potential Customers to Intrado Communications Inc. product(s) or *service(s) not currently being received by the Customer.* (T)
The Company may also offer incentives or other benefits to Customers to encourage the purchase or retention of any such service or product. Any such offers will be made on a non-discriminatory basis but are subject to service and facility availability and are subject to Commission rule requirements and state statutes.

3. THIS SECTION IS RESERVED FOR FUTURE USE

4. THIS SECTION IS RESERVED FOR FUTURE USE

5. Emergency Services (N)(D)

5.1 Intelligent Emergency Network Service

Intelligent Emergency Network Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

Intelligent Emergency Network Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in their networks. Intelligent Emergency Network Services include 9-1-1 call routing and transfer services which use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 selective router) for call completion to the appropriate PSAP. Intelligent Emergency Network Services provides further services of call bridging and post call activity reporting.

Intelligent Emergency Network 9-1-1 Routing includes a comprehensive data management and delivery service, ALI Management Services. ALI Management Services provide PSAPs more control over ALI data management with highly accurate data and superior reporting. ALI Management was developed specifically to allow Customers to optimize their 9-1-1 operations. ALI Management Services offers superior features such as "drill down" metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes an easy to use web interface for data queries and MSAG management.

Intelligent Emergency Network Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Intelligent Emergency Network Services may have further Customers for the purpose of interconnection who are a Local Exchange Carrier (LEC), Wireless Services Provider (WSP), a Telematics-type service provider, VoIP Service Provider (VSP) or any other originating communications provider (voice and/or data) requiring aggregation and termination of calls and/or data information to the 9-1-1 network for the purpose of obtaining or delivering emergency services.

Intelligent Emergency Network Services are only available under contract with a minimum term agreement of one year. (N)(D)

5. Emergency Services, (Cont'd.) (N)(D)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.1 9-1-1 Routing Service

9-1-1 Routing is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. Intrado's solution utilizes a fully redundant, secure network. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and high reliability. 9-1-1 Routing delivers emergency calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing also provides IP based call processing capabilities.

Intrado 9-1-1 Routing Service facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each call type:

Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise private branch exchange (PBX) over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service. (N)(D)

5. Emergency Services, (Cont'd.) (N)(D)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.2 9-1-1 Routing Service Features

A. Automatic Number Identification (ANI)

Automatic Number Identification (ANI) is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by Intelligent Emergency Network 9-1-1 Routing and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

B. 9-1-1 Routing Options

Selective Routing
The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

Trunk Only Routing
Inbound trunks, typically from a given Telecommunications Carrier, can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

Default Routing
When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing
If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations. (N)(D)

5. Emergency Services, (Cont'd.) (N)(D)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.2 9-1-1 Routing Service Features, (Cont'd.)

C. 9-1-1 Transfer Options

Fixed Transfer
Fixed transfer is a feature which enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system which dials the appropriate code.

Selective Call Transfer
Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system which dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN.

Manual Transfer
A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

Alternate Routing
The Overflow Call Disposition transfer feature enables the ability for callers to be terminated either to a previously designated alternate call center, a prerecorded message or to a busy tone when all PSAP trunks are busy.

D. Call Event Logging

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected. (N)(D)

5. Emergency Services, (Cont'd.) (N)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.3 ALI Management Service

A. **MSAG Management**
Intrado provides a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database.

B. **MSAG Build Services**
Intrado acts as the facilitator with the addressing authority in the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) standards.

C. **English Language Translation (ELT) Management**
ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the E9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer

D. **Subscriber Record Management**
Subscriber Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

E. **ALI Database Updates**
After processing and validating subscriber record updates, Intrado posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.

F. **ANI/ALI Discrepancy Resolution**
An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. Intrado will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution. (N)

5. Emergency Services, (Cont'd.) (N)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.3 *ALI Management Services, (Cont'd.)*

G. **Misroute Resolution**
An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. Intrado investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.

H. **No Record Found (NRF) Resolution**
An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. Intrado will resolve or refer each NRF to the respective TSP for resolution.

I. **Local Number Portability (LNP) Processing**
Intrado supports LNP, which allows subscribers to switch from one TSP to another without changing their phone numbers.

J. **ALI Delivery**
ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

K. **Data Support of Wireless and VoIP E9-1-1**
Intrado's database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

L. **ALI Metrics Reporting**
Intrado provides access to reports that provide details on data transactions, the number of records processed, and the number of errors. (N)

5. Emergency Services, (Cont'd.) (N)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.4 9-1-1 Exchange Access

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

5.1.5 ALI Data Access Connections

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

5.1.6 Diverse Facility Routing

Where facilities exist and a Customer wishes to subscribe to such services, Intrado will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities.

Diverse routing is supplied to the extent made possible as determined by the availability of current facilities. Diversity at Customer locations and additions to existing facilities to obtain diversity, where feasible within E9-1-1 network and as determined by the respective facility provider, will be based upon the costs incurred by the respective facility provider and will be supplied upon Customer request. (N)

5. *Emergency Services, (Cont'd.)* (N)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations

5.2.1 The Intelligent Emergency Network Service Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.

5.2.2 Intelligent Emergency Network Service is provided by the Company where facilities and operating conditions permit.

5.2.3 Intelligent Emergency Network Service is not intended to replace the local telephone service of the various public safety agencies which may participate in the use of this service.

5.2.4 Application for Intelligent Emergency Network Service must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

5.2.5 Intelligent Emergency Network Service is provided solely for the benefit of the Customer operating the PSAP as an aid in handling assistance calls in connection with fire, police and other emergencies. The provision of Intelligent Emergency Network Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or legal entity other than the Customer.

5.2.6 The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls. (N)

5. *Emergency Services, (Cont'd.)* (N)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.7 The rates charged for Intelligent Emergency Network Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall make such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.

5.2.8 The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

5.2.9 The Customer must furnish the Company its agreement to the following terms and conditions.

A. That all 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.

B. That the Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.

C. That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to their PSAP by calling parties.

D. That the Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls. (N)

5. Emergency Services, (Cont'd.) (N)

5.2 **Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)**

5.2.10 When the ALI Management Service is provided, the Customer is responsible to:

A. Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.

B. Support the creation of a master address file for use in validating subscriber address information and application of appropriate jurisdictional responsibility.

C. Define the unique combinations of public safety agencies (police, fire, medical, etc) responsible for providing emergency response services in any specific geographic location.

5.2.11 When the 9-1-1 Routing feature is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 5.2.10.C. above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

5.2.12 After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP. (N)

5. Emergency Services, (Cont'd.) (N)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.13 The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of ALI Management Service:

A. Such information shall be used by the Customer solely for the purpose of aiding the Customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the Customer's serving areas in connection with the Customer's provision of emergency response services.

B. Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.

C. Customer shall use due care in providing for the security and confidentiality of the information.

D. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

5.2.14 Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Intelligent Emergency Network Service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing Intelligent Emergency Network Service hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Tariff. (N)

5. Emergency Services, (Cont'd.) (N)

5.3 Intelligent Emergency Network Service Rates and Charges

	Nonrecurring Charge	Monthly Charge
9-1-1 Routing Service	ICB	ICB
ALI Management Services	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
ALI Data Access Connections	ICB	ICB
Diverse Facility Routing	ICB	ICB

Note:
1. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of E911 service to the Customer.
2. 9-1-1 Routing Service is only available in conjunction with ALI Management Services.
3. ICB pricing to be determined based upon unique service configuration requirements for each customer including, but not limited to, term of agreement, volume of subscribers served, and proximity of customer to company facilities. (N)

EXHIBIT NO. 17

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Revised Intrado Florida Tariff

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736TP **EXHIBIT** 17
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-4)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CSL-4
Supplement

Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Title Sheet (T)
Cancels 1st Revised Title Sheet

FLORIDA TELECOMMUNICATIONS PRICE LIST (T)

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Intrado Communications Inc., with principal offices at 1601 Dry Creek Drive, Longmont, CO 80503. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business. (T)

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Intrado Communications Inc.

Florida Price List No. 1 (T)
3rd Revised Sheet 1 (T)
Cancels 2nd Revised Sheet 1

CHECK-SHEET

The sheets of this Price List are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION	
TITLE	2nd Revised	*	26	2nd Revised	*	52	1st Revised	*
1	3rd Revised	*	27	2nd Revised	*	53	1st Revised	*
2	3rd Revised	*	28	2nd Revised	*			
3	2nd Revised	*	29	2nd Revised	*			
4	2nd Revised	*	30	2nd Revised	*			
5	2nd Revised	*	31	2nd Revised	*			
6	2nd Revised	*	32	2nd Revised	*			
7	2nd Revised	*	33	2nd Revised	*			
8	2nd Revised	*	34	2nd Revised	*			
9	3rd Revised	*	35	2nd Revised	*			
10	2nd Revised	*	36	2nd Revised	*			
11	2nd Revised	*	37	2nd Revised	*			
12	2nd Revised	*	38	2nd Revised	*			
13	2nd Revised	*	39	2nd Revised	*			
13.1	1st Revised	*	40	2nd Revised	*			
14	2nd Revised	*	41	2nd Revised	*			
15	2nd Revised	*	42	3rd Revised	*			
16	2nd Revised	*	43	3rd Revised	*			
17	2nd Revised	*	44	3rd Revised	*			
18	2nd Revised	*	45	3rd Revised	*			
19	2nd Revised	*	46	1st Revised	*			
20	2nd Revised	*	47	1st Revised	*			
21	2nd Revised	*	48	1st Revised	*			
22	2nd Revised	*	49	1st Revised	*			
23	2nd Revised	*	50	1st Revised	*			
24	2nd Revised	*	51	1st Revised	*			
25	2nd Revised	*						

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Intrado Communications Inc.

Florida Price List No. 1 (T)
3rd Revised Sheet 2 (T)
Cancels 2nd Revised Sheet 2

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1.0 APPLICATION AND REFERENCE

1.1 APPLICATION OF PRICE LIST

1.1.1 This Price List contains the regulations, terms, conditions, and maximum rates and charges applicable to local and interexchange and network services and equipment furnished by Intrado Communications Inc., hereinafter referred to as Intrado Communications or the Company. (T) | (T)

(D)
(D)

1.1.2 The Company's Florida service territory is statewide. (T)

1.1.3 Service is available where facilities permit. (T)

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1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.2 EXPLANATION OF ABBREVIATIONS

AMA	Automatic Message Accounting
ANI	Automatic Number Identification
ALI	Automatic Location Identification
ASCII	American Standard Code for Information Interexchange
Bps	Bits per second
CAMA	Centralized Automated Message Accounting
CCITT	The International Telegraph and Telephone Consultative Committee
CCSA	Common Control Switching Arrangement
CNCC	Customer Network Control Center
CO	Central Office
Cont'd	Continued
cps	Cycles per second
CRT	Cathode Ray Tube
dB	Decibel
DC	Direct Current
DID	Direct-Inward-Dialing
ESS	Electronic Switching System
FCC	Federal Communications Commission
GMT	Greenwich Mean Time
Hz	Hertz
IXC	Interexchange Carrier
Kbps	Kilobits per Second
kHz	Kilohertz
MHz	Megahertz
MSAG	Master Street Address Guide
NPA	Numbering Plan Area
PBX	Private Branch Exchange
PSAP	Public Safety Answering Point
SS 7	Signaling System 7
SRA	Selective Routing Arrangement

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 5 (T)
Cancels 1st Revised Sheet 5

1.0 **APPLICATION AND REFERENCE, (CONT'D.)** (T)

1.3 **PRICE LIST FORMAT**

1.3.1 LOCATION OF MATERIAL

1.3.1.1 Section 1 provides the following sections in this Price List.
- Subject Index – an alphabetical listing to find the desired section.
- Table of Contents – a numerical listing to find the desires section and page.

1.3.1.2 Each individual section in the Price List provides a Subject Index for the material located within that section.

1.3.1.3 Obsolete Service Offerings
Obsolete service offerings are identified in the Price List by adding 100 to the current section number, i.e., obsolete items from Section 5, will be found in Section 105. This section is then filed behind Section 5.

1.3.2 OUTLINE STRUCTURE

Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Price Lists.

2.1
2.1.1.
2.1.1.1.1.
2.1.1.1.1.1.

1.3.3 SHEET NUMBERING

Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

1.3.4 SHEET REVISION NUMBERS

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 6 (T)
Cancels 1st Revised Sheet 6

1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.3 PRICE LIST FORMAT, (CONT'D.) (T)

1.3.5 RATE TABLES

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicates the dollar value associated with the service.

- A dash "-"

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator "[1]"

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym "ICB" indicates that the product/service is rated on an individual case basis.

1.3.6 CHECK SHEETS

Check Sheets: When a Price List filing is made with the Florida Public Service Commission, an undated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida Public Service Commission.

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Florida Price List No. 1 (T)
2nd Revised Sheet 7 (T)
Cancels 1st Revised Sheet 7

1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.4 EXPLANATION OF CHANGE SYMBOLS

SYMBOL	EXPLANATION
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Price List with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text or regulation but no change in rate or charge

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Florida Price List No. 1 (T)
2nd Revised Sheet 8 (T)
Cancels 1st Revised Sheet 8

1.0 APPLICATION AND REFERENCE, (CONT'D.) (T)

1.5 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Intelligent Emergency Network® Registered Service Mark of Intrado Communications Inc. (T)

Intrado Communications Inc.

Florida Price List No. 1 (T)
3rd Revised Sheet 9 (T)
Cancels 2nd Revised Sheet 9

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS

9-1-1
A local exchange service using a three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department. (T)

9-1-1 Failure or Outage
A situation in which 9-1-1 calls cannot be transported to the Public Safety Answering Point (PSAP) responsible for answering the 9-1-1 emergency calls. (T)

Access Line
An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Company's location or switching center. (T)

Authorized User
A person, firm, or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively. An Authorized User must be specifically named in the application for service. (T)

Automatic Numbering Identification (ANI)
A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI)
The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

Emergency Service
A telecommunications service that permits the use of the local exchange network and the three-digit number 9-1-1 for reporting police, fire, medical, or other emergency situations to a PSAP and referral to a public agency. Emergency service does not include discretionary equipment purchased by, or contracted for, that is not essential to the provision of 9-1-1 or E9-1-1 service. (T) (T) (T) (T)

(T)

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(T)

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

(D)
(D)

Basic Local Exchange Service or Basic Service
The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within an exchange area and any other services or features that may be added by the Commission.

Bit
The smallest unit of information in the binary system of notation.

Building
A structure occupied by one or more Customers.

Campus
A group of two or more buildings or spaces located on a single owned continuous or contiguous property.

Central Office (CO)
A switching unit providing telecommunication services to the general public, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building.

Central Office Line
See "Exchange Access Line."

Certified Telecommunications Provider
Providers of telecommunications local exchange service who are certified with the Florida Public Service Commission as a Local Exchange Services Provider.

Commission (N)
Florida Public Service Commission. (N)

Common Carrier
An authorized company or entity providing telecommunications services to the public.

Company
Refers to Intrado Communications Inc.

(T)
(T)

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 11 (T)
Cancels 1st Revised Sheet 11

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Customer
A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this price list and who is responsible for paying the communication service bills and for complying with the rules and regulations of the Company. (T)

Dedicated
A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point
The point of interconnection between the Company's regulated telecommunications facilities and terminal equipment, protective apparatus or wiring at the premise. The demarcation point location will be within twelve inches (12) of the protector, or when there is no protector, within twelve inches (12) (or as close as practicable) of the point at which the cable/wire enters the Customer premises.

Duplex Service
Service that provides for simultaneous transmission in both directions. (T)

E9-1-1 Features
The ANI, ALI database and selective routing capabilities and all other components of an E9-1-1 system, not including the transport and switching facilities.

E9-1-1 Facilities
The facilities provided by the basic emergency service provider that interconnect to the wireless providers, certificated local exchange carriers, and other services that are used to transport E9-1-1 and other emergency calls to the PSAP. The facilities may include the use of E9-1-1 tandem switches or direct trunking of E9-1-1 calls to the PSAPs. (T)

E9-1-1 Tandem or 9-1-1 Selective Routing Tandem
The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides selective routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP. (T)

E9-1-1 Selective Router Trunk (N)
A trunk from a Selective Router capable of transmitting the ANI associated with an End User call to 911. The E9-1-1 Selective Router Trunk may be between a Selective Router and a PSAP or between Selective Routers. The latter configuration may also be known as an inter-Selective Router Trunk. (N)

(T)

ISSUED: July 8, 2008 EFFECTIVE: July 9, 2008 (T)

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

E9-1-1 Trunks
The trunks that connect from the end office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Router. (T) (T)

(D) | | (D)

Emergency Telephone Service
A telephone system using the three-digit number 9-1-1 to report police, fire, medical or other emergency situations.

End User
The term "End User" means the Person that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by the Company. (T) (T)

Enhanced 9-1-1 (E9-1-1)
An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and selective routing, to facilitate public safety response. (T)

Entrance Facilities
Those facilities from the property line to the point at which the cable enters the premises and terminates at the protector.

Facilities
Central office equipment, supplemental equipment, apparatus, wiring, cables (outside plant) and other material and mechanisms necessary to or furnished in connection with the services of the Company.

Fiber Optic Cable
A thin filament of glass with a protective coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Geographic Area
The area such as a city, county, municipality, multiple counties, or other areas defined by a governing body or other governmental entity for the purpose of providing public agency response to 9-1-1 calls.

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Intrado Communications Inc.

Florida Price List No. 1
1st Revised Sheet 13.1
Cancels Original Sheet 13.1

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.)

2.1 DEFINITION OF TERMS (CONT'D.)

Local Exchange Service (M)
Refers to local service that allows a subscriber to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service also provides access to and from the telecommunication network for long distance calling. (T)

Master Street Address Guide (MSAG)
A database of street names and house number ranges within their associated communities that defines Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E911 calls (T)

Maintenance of Service
Maintenance of Service (Trouble Isolation) denotes an occurrence of a visit to a Customer's premises in connection with a service difficulty when it is determined that the difficulty is due to a condition in Customer-provided facilities, terminal equipment, a communication system or for Customer-maintained premises wire. When a Maintenance of Service visit is made, Premises Work Charges will apply.

Mbps (M)
Megabits, denotes millions of bits per second.

Some material now found on this sheet previously found on 1st Revised Sheet 13

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Minimum Point of Entry
The closest practicable point to where regulated facilities of the Company cross a property line or enter a building.

National Emergency Number Association (NENA)
An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

Network Control Signaling
Transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call process signals indicating reorder or busy conditions, alerting tones) to control the operating of switching equipment in the system.

Network Facilities
All Company facilities from the central office up to and including the Standard Network Interface at the demarcation point.

Non-listed service
Telephone numbers that are not published in the telephone directory but are available through directory assistance.

Non-published service
Telephone numbers that are neither published in the telephone directory nor available through directory assistance.

Nonrecurring Charge
A charge associated with a given service or item of equipment which applies on a per service and/or a per item basis each time the service or item of equipment is provided or changed.

Pseudo Automatic Number Identification (pANI)
Refers to a number, which may be used in lieu of ANI, for query into routing databases for the delivery to PSAPs and corresponding ALI of E911 calls. (T) (T)

(M)
|
|
(M)

Some material previously found on this sheet now found on 2nd Revised Sheet 15

(T)
|
|
(T)

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 15 (T)
Cancels 1st Revised Sheet 15

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Person (M)
Any individual, firm, partnership, copartnership, limited partnership, joint venture, association, cooperative organization, limited liability corporation, corporation (municipal or private and whether organized for profit or not), governmental agency, state, county, political subdivision, state department, commission, board, or bureau, fraternal organization, nonprofit organization, estate, trust, business or common law trust, receiver, assignee for the benefit of creditors, trustee, or trustee in bankruptcy or any other service user. (M)

Premises
See "Same Premises."

Premises Work Charge
A time-sensitive one-time charge that applies to Customer requested work done by the Company on the Customer's side of the Network Interface.

Private Branch Exchange (PBX) (T)
An arrangement that comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's premises or extended to another premises of the same Customer.

PBX Service
This service provides for centralized processing of exchange access by stations through groups of Central Office trunks, WATS lines, etc., or with other communication systems through voice circuits connected to the common equipment. Interconnection between stations through the common equipment is an inherent feature of the service.

Protector
An electrical device located in a central office, a Customer premises or any where along the telecommunications facility path. This device protects both the Company's and the Customer's property and facilities from high voltages and surges in current.

Public Agency
Any city, city and county, town, county, municipal corporation, public district, or public authority located in whole or in part within this state which provides or has the authority to provide fire fighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Safety Answering Point (PSAP)
A facility equipped and staffed to receive 9-1-1 calls from the basic emergency service provider. PSAPs operate under the direction of the governing body and are responsible to direct the disposition of 9-1-1 calls.

Some material now found on this sheet previously found on 1st Revised Sheet 14

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Reseller of Local Exchange Service (Resellers) (T)
For the purpose of this Price List, a reseller of basic local exchange service is providing basic local exchange service.

Routing
The central office programming required to transport a 9-1-1 call to the correct 9-1-1 Tandem.

Same Premises
All the space in the same building in which a Customer has the right of occupancy to the exclusion of others or shares the right of occupancy with others; and all space in different buildings on continuous property, provided such buildings are occupied solely by one Customer. Foyers, hallways, and other space provided for the common use of all occupants of a building are considered the premises of the operator of the buildings.

Shared facility
A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Selective Routing
The capability of routing an E9-1-1 call to a designated PSAP based upon the seven-digit or ten-digit telephone number of the subscriber dialing 9-1-1.

Standard Network Interface (SNI)
A standard Federal Communications Commission (FCC) registration jack or its equivalent, which is provided, installed, owned and maintained by the Company at the Customer's premises. The SNI is placed at the point on the Customer's premises where all premises services are connected to the telecommunication's network via Company or Customer owned facilities/wire.

Supporting Structure
Consisting, of, but not limited to, pipes, conduits, risers, poles, trenches, backboards, plenum spaces, etc., as required for the physical placement, protection and support of telecommunications facilities. These structures are furnished, installed and maintained at the expense of the premises owner for use by the Company in terminating regulated facilities.

TDD/Text Phone
A telecommunications device for use by the hearing or speech impaired that employs graphic communication in the transmission of coded signals through a wire or radio communication system. (T)

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.1 DEFINITION OF TERMS (CONT'D.) (T)

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access
Provides 9-1-1 access to individuals that use TDDs and computer modems.

Telecommunications Service Priority (TSP)
Denotes the regulatory, administrative, and operational system developed by the federal government to ensure priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The FCC defines NSEP telecommunications services as those services which are used to maintain a state of readiness or to respond to and manage any event or crisis, which causes or could cause harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Telecommunications Relay Services
These services provides the ability for hearing- or speech-impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

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Wire Center
The building which houses the local switching equipment (central offices) from which exchange and private line services are furnished and where cable facilities are terminated which furnish telephone service within a designated wire center serving area.

Wire Center Serving Area
The area of the exchange served by a single wire center.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE

These regulations are added to those pertaining to specific service items in other sections. Any change in rates, charges or regulations approved by appropriate governmental authority modifies all service terms and conditions unless otherwise specified in writing pursuant to an ICB agreement, the following terms and conditions will apply to the services.

2.2.1. APPLICATION FOR SERVICE

2.2.1.1. Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the customer or the establishment of the service, and shall be subject at all times to the lawful rates, charges and regulations of the Company.

2.2.1.2. Requests from Customers for additional service or equipment must be made in writing and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Price List rates, charges and initial contract period, if any.

2.2.1.3. Any change in rates, charges or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent without further notice.

2.2.2. REFUSAL

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously furnished, until the indebtedness is satisfied.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D.) (T)

2.2.3. CANCELLATIONS AND DEFERMENTS

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a 30 business day grace period. If after 30 business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.2.4. USE OF SERVICE

2.2.4.1. Customer service will be furnished to business Customers for:

- The Customer;
- The Customer's employees and representatives;
- Customers who share the Company's service;
- Joint users of Company provided services.

2.2.4.2. Intrado Communications' services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Company's services. (T) (T)

2.2.4.3. The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week. (T)

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D.) (T)

2.2.5. OBLIGATION TO FURNISH SERVICE

2.2.5.1. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain with just and reasonable earnings, suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.

2.2.5.2. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

2.2.5.3. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

2.2.5.4. When connections are requested and facilities to provide the required connections at the CO normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another CO to provide the requested interconnection. Under such circumstances additional monthly rates and installation charges will apply.

2.2.5.5. The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.2 ESTABLISHING AND FURNISHING SERVICE (CONT'D.) (T)

2.2.6. LIMITED COMMUNICATION

The Company reserves the right to limit use of its services when emergency conditions arise that cause a shortage of facilities.

2.2.7. RESALE/SHARING OF SERVICE

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written consent of the Company.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.3. TERMINATION OF SERVICE – COMPANY INITIATED

The Company may terminate service, with notice, due to:

2.3.1. Nonpayment

2.3.1.1. The Company may, by notice in writing to the Customer, in accordance with paragraph 2.6.2.9, suspend or terminate the service for nonpayment of any sum due the Company.

2.3.1.2. Exception: The Company may not use its purchase of a Customer's indebtedness, i.e., the accounts receivable from another telecommunications service provider as a basis to deny or discontinue providing its services to that Customer.

2.3.2. Abandonment
In the event of the abandonment of the service, the Company may terminate its service.

2.3.3. Abuse
Use of service that interferes with another Customer's service or that is used for any purpose other than its express intended purpose, or if a Customer or End User causes or permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause a hazard or to interfere with services to other Intrado Communications Customers (T) | (T)

2.3.4. Fraud
Abuse or fraudulent use of service includes the use of facilities of the Company to transmit a message or locate a person otherwise to give or obtain information, without the payment of a toll charge. The Company reserves the right to discontinue or refuse service because of fraudulent use of its service.

2.3.5. Unlawful Use of Service
The service is furnished subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its jurisdiction, advising that such service is being used or will be used in violation of law, service will be discontinued.

2.3.6. Violation of Price List
Any other violation of the regulations of the Company or this Price List, the Company may in its sole discretion, without notice, either suspend service or terminate the service without suspension.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.4. SPECIAL SERVICES

2.4.1. General

2.4.1.1. The rates and charges quoted in the Price Lists of the Company contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in the Company's applicable Price Lists, monthly rates and one-time charges, such as nonrecurring and construction charges, will apply based on the circumstances in each case.

2.4.1.2. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

2.4.1.3. The rates and charges specified contemplate that work will be performed during regular working hours, 9:00AM – 5:00PM, Monday – Friday except Holidays, and that work once begun will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit completion during regular hours or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred. (T)

2.4.1.4. The rates and charges quoted in the Price Lists of the Company contemplate the use of standard procedures and practices for furnishing service, equipment and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals through the use of overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.5. TERMINATION OF SERVICE – CUSTOMER INITIATED

2.5.1. Initial Contract Period

2.5.1.1. An initial contract period of one year will apply unless otherwise specified.

2.5.1.2. Where service is disconnected and subsequently reestablished at the same location for the same or a different Customer, a new initial contract period will apply, whether or not the equipment has been removed.

2.5.1.3. Where the provision of service requires unusual costs or involves special assemblies of equipment, or where the provision of service requires construction of facilities for possible short term use, the Company reserves the right to require an initial contract period longer than one year in addition to any construction charge that may be applicable.

2.5.2. Charges for Termination of Service

2.5.2.1. Nonrecurring charges do not apply to disconnect service unless otherwise specified.

2.5.2.2. After the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and payment of all charges due to the date of termination of the services.

2.5.2.3. Prior to the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.

2.5.3. Service Involving Unusual Cost

Where the provision of service requires construction of facilities for possible short term use, or involves unusual costs or special assemblies of equipment, the initial contract period and termination charge base will be determined by the Company in each individual case.

2.5.4. Termination Liability

Services provided via service agreements will be subject to Termination Liability.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.5 TERMINATION OF SERVICE – CUSTOMER INITIATED (CONT'D.) (T)

2.5.4 Termination Liability (Cont'd.) (T)

2.5.4.1. Definitions

Minimum Service Period
When services are provided under a service agreement, a Minimum Service Period may be established. This would be the period of time that the 100% factor of the Termination Liability Charge would apply.

2.5.4.2. Complete Disconnect
If the Customer chooses to completely discontinue service, at any time during the term of the agreement, a termination charge will apply. The termination charge will be determined on an individual case basis.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.6. PAYMENT FOR SERVICE

2.6.1. CUSTOMER RESPONSIBILITY

The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.

2.6.2. PAYMENT OF BILLS

2.6.2.1. Customers will either be billed directly by the Company or its intermediary, or charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable customer.

2.6.2.2. Unless otherwise specified, all charges for Company-provided services, equipment and facilities, exclusive of usage or transaction sensitive charges, start the day after service is installed, continue through the day service is disconnected and are payable monthly in advance. Charges for usage or transaction related services are payable monthly except the Company reserves the right to require payment of such charges at more frequent intervals.

2.6.2.3. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.6.2.4. In the event a Customer is indebted to the Company for charges and services previously rendered in Florida, or for service under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.

2.6.2.5. In the event that payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate the manner in which he wishes to apply said payment, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner that the Company deems appropriate.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.6.2 PAYMENT FOR SERVICE (CONT'D.) (T)

2.6.2.6. Except as otherwise specified, where the rate to be charged for a particular service is determined by applying a percentage of similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, a half cent being increased to the next higher cent.

2.6.2.7. The furnishing of services, equipment and facilities and any indebtedness resulting therewith shall not result in a lien, mortgage or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.

2.6.2.8. Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the State of Florida or for the provision of facilities which also have been provided in Florida.

2.6.2.9. Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least seven days (measured from the date of mailing) will be given to the Customer advising the Customer of the amount due and the date by which the same must be paid. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all equipment from the Customer's premises.

2.6.2.10. Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion that a payment is returned to the Company for reason of insufficient funds or closed account.

	Maximum Charge
• Returned Payment Charge	$20

2.6.2.11. Customers may have the following options as to the method of paying bills for Company provided service(s):

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- If by U.S. Mail, by check or money order only;
- Through an agent of the Customer;
- By any means acceptable to financial institutions and the Company.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.6.2 PAYMENT FOR SERVICE (CONT'D.) (T)

2.6.2.12. Payments received by the Company on or before the due and payable date on the Customer's bill will be considered timely, provided the following billing information is remitted with payment:

- Customer's name;
- Customer's telephone number
- Customer's address;
- Customer's Account Code (if applicable);
- Customer's account type;
- Amount of payment;
- Other information as required by the service agreement.

2.6.2.13. Payments received by the Company after the due and payable date on the Customer's bill, but at least one day before the termination date on the suspension notice, may result in discontinuance of the Customer's service unless the following billing information is remitted with the payment:

- All of the items enumerated in 2.6.2.12., and
- The final payment date before discontinuance for nonpayment.

2.6.2.14. The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set forth in 2.6.2.12. or, if the payment is not timely, the requirements of 2.6.2.13. have not been met.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.7. LATE PAYMENT CHARGES

2.7.1. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill unless the balance is $45.00 or less.

2.7.2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of a Customer. Notice of intention to pay late will not avoid this charge.

2.7.3. The late payment charge does not apply to the following:

- Bills mailed more than ten days after bill date.
- Final bills.
- One time miscellaneous bills.
- Billed amounts under dispute that are resolved to the Company's satisfaction in the Customer's favor.

2.7.4. The Company is entitled to recover from the customer the Company's cost of collection including reasonable attorney fees.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.8. ADJUSTMENT OF CHARGES

2.8.1. Interruptions

2.8.1.1. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits or other network and/or switching capacity shortages or as further defined.

2.8.1.2. The credit allowance will not apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or where the Company, pursuant to the terms of the Price List, suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Price List or as further defined.

2.8.1.3. No credit allowance shall be made for interruptions in service due to electric power failure where, by the provisions of this Price List or as further defined, the Customer is responsible for providing electric power.

2.8.1.4. Should any such error, mistake, omission, interruption, failure, delay, defect or malfunction of equipment or facilities result in an interruption or failure of jurisdictional service to a Customer for more than eight hours during a continuous 24-hour period after being reported by the Customer or discovered by the Company, whichever occurs first, an appropriate adjustment shall be made automatically by the Company to the Customer's bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of 1/30 of the Price List monthly rate for all jurisdictional services and facilities affected by such interruption or failure for each occurrence of more than eight hours in a continuous 24-hour time period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.

2.8.1.5. In addition and not by way of limitation, in the event that there is a delay in installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance or any failure to repair or replace the items of service as provided in 2.8.1.4., then the refunds provided in 2.8.1.4. shall be the exclusive remedy against the Company.

2.8.1.6. Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive or consequential damages, losses, expenses, or costs, if any.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.9. LIABILITY OF THE COMPANY

2.9.1. SERVICE LIABILITIES

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

In view of the fact that the Customer has exclusive control of their communications over the facilities furnished them by the Company, and of the other uses for which facilities may be furnished them by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

2.9.2. Limitations

2.9.2.1. Except as otherwise provided herein, no liability for direct, incidental punitive or consequential damages shall attach to the Company, its officers, directors, agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service(s) or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customer or End Users of the service or facilities) in the absence of willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability. (T)

2.9.2.2. The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities shall be as follows: The Company shall repair or replace any item of its facilities or defective part thereof at its expense. The Company shall have the option to decide whether to repair or to replace its facilities.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.9 LIABILITY OF THE COMPANY (CONT'D.) (T)

2.9.3. Transmission

2.9.3.1. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties, each of whom is present at a telephone or communications device.

2.9.3.2. The 9-1-1 emergency telephone number quickly summons emergency service in a crisis. When persons dial "9-1-1" to report an emergency, the telephone number (including non-published numbers) and address may be automatically displayed on a viewing screen located at the 9-1-1 answering centers and the call may also be recorded. The display of the calling number and address enables the emergency agency to quickly locate the caller if the call is disrupted by the crisis.

2.9.3.3. The 9-1-1 caller forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP. Telephone subscribers (published and non-published) consent to the storage and retention of the subscriber name, telephone number and address in the database management systems and also consent to access of this information by Public Agencies for the sole purpose of responding to emergency calls.

2.9.3.4. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright or trade secrets from the material transmitted over the Company's facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer, and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

2.9.4. Connections with other telecommunications providers

When the facilities or services of other companies are used in establishing connections to points or services provided to Customers not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants, or employees.

2.9.5. Defacement of Premises

The Company shall not be liable for any defacement of, or damage to, Customer's premises resulting from the existence of the Company's instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company. (T)

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.9 LIABILITY OF THE COMPANY (CONT'D.) (T)

2.9.6. 9-1-1

The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1."

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.10. MAINTENANCE AND REPAIR

2.10.1. All ordinary expense of maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.

2.10.2. Nonrecurring charges do not apply to repair services.

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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.11. DATABASE ERRORS OR OMISSIONS

2.11.1. Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages for damages, injuries or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.12. RESPONSIBILITIES OF THE CUSTOMER

2.12.1. LOST OR DAMAGED EQUIPMENT

2.12.1.1. In the case of damage to, or destruction of, any of the Company's equipment, instruments, apparatus, accessories or wiring due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment, instruments, apparatus, accessories or wiring to its original condition, or of replacing the equipment, instruments, apparatus, accessories or wiring destroyed.

2.12.1.2. The Customer is required to reimburse the Company for loss, through theft of equipment, instruments, apparatus, accessories or wiring furnished to the Customer.

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 37 (T)
Cancels 1st Revised Sheet 37

2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.13. BUILDING SPACE AND ELECTRIC POWER SUPPLY

2.13.1. All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary in order to maintain a proper standard of service.

2.13.2. The Customer is required to provide adequate building space, lighting and atmospheric control for the proper installation, operation and maintenance of the equipment and facilities placed by the Company on his premises.

2.13.3. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. The Customer is required to provide adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.

2.13.4. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services. (T)

2.13.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted into the Company's network are (T) of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Price List and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service.

Craig W. Donaldson
Senior Vice President, Regulatory Affairs
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Intrado Communications Inc.

Florida Price List No. 1 (T)
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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.14. SPECIAL TAXES, FEES, CHARGES

2.14.1. Rate schedules of the Company in Florida do not include any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes or impositions on the Company.

2.14.2. The amount paid by the Company to a municipality as a cost of doing business within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality, will be added to the bill for service to the Company's Customers within such municipality for the privilege of employment within the municipality shall be so surcharged.

2.14.3. A monthly surcharge to recover the additional expense related to any municipal, license, franchise, or occupation tax, costs of furnishing service without charge, or similar taxes will be added to Customer bills for all recurring and nonrecurring rates and charges for all intrastate service except returned check charges and late payment charges.

2.14.4. Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 39 (T)
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2. GENERAL REGULATIONS – CONDITIONS OF OFFERING (CONT'D.) (T)

2.15. Promotional Offerings

2.15.1. Nonrecurring Charges

During specific promotional periods not to exceed 90 days, the offer may be made to reduce nonrecurring charges on a non-discriminatory basis. Each such offer shall be briefly described in a sequentially numbered informational letter to the Commission on seven days notice.

2.15.2. Recurring Rates and Charges

For the purpose of encouraging Customers to try different telecommunications services, the Company may offer promotional programs. The purpose of these programs is to waive or reduce recurring rates or charges to introduce present or potential Customers to Intrado Communications' product(s) or service(s) not currently being received by the Customer. (T)
The Company may also offer incentives or other benefits to Customers to encourage the purchase or retention of any such service or product. Any such offers will be made on a non-discriminatory basis but are subject to service and facility availability and are subject to Commission rule requirements and state statutes.

(T)

Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 40 (T)
Cancels 1st Revised Sheet 40

3. THIS SECTION IS RESERVED FOR FUTURE USE

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Intrado Communications Inc.

Florida Price List No. 1 (T)
2nd Revised Sheet 41 (T)
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4. THIS SECTION IS RESERVED FOR FUTURE USE

Intrado Communications Inc.

Florida Price List No. 1 (T)
3rd Revised Sheet 42 (T)
Cancels 2nd Revised Sheet 42

5. Emergency Services

5.1 Intelligent Emergency Network® Service (T)

Intelligent Emergency Network Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by personal communications devices.

Intelligent Emergency Network Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in their networks. Intelligent Emergency Network Services include 9-1-1 call routing and transfer services that use a call management system to either directly perform (T)
the selective routing of an emergency call to the appropriate PSAP, or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy 9-1-1 selective router) for call completion to the appropriate PSAP. Intelligent Emergency Network Services also provide call bridging and post call activity reporting. (T)

Intelligent Emergency Network 9-1-1 Routing includes a comprehensive data management and delivery service, ALI Management Services. ALI Management Services provide PSAPs more control over ALI data management with highly accurate data and superior reporting. ALI Management allows Customers to optimize their 9-1-1 (T)
operations. ALI Management Services offers superior features such as "drill down" metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes a web interface for data queries and MSAG management. (T)

Intelligent Emergency Network Services are offered subject to the availability of facilities. The Customer is the Governing Authority that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Price (T)
List.

(D)
|
|
|
|
(D)

Intelligent Emergency Network Services are only available under contract with a minimum term agreement of one year.

(T)
|
|
(T)

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5. **Emergency Services, (Cont'd.)**

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.1 9-1-1 Routing Service

9-1-1 Routing is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. The Company's solution utilizes a redundant, secure network. Facilities and (T)
nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. 9-1-1 Routing delivers emergency calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing also provides Internet Protocol based call processing (T)
capabilities.

Intrado Communications' 9-1-1 Routing Service facilitates interoperability and (T)
allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each call type:

Wireline: Supports traditional wireline emergency calls originating from an end office, central office and/or enterprise private branch exchange (PBX) over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7 and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x,y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of voice over Internet protocol (VoIP) emergency calls (T)
originating from a VoIP Service Provider. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service.

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5. **Emergency Services, (Cont'd.)**

5.1 **Intelligent Emergency Network Service, (Cont'd.)**

5.1.2 **9-1-1 Routing Service Features**

A. Automatic Number Identification (ANI)

Automatic Number Identification (ANI) is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 caller is received by Intelligent Emergency Network 9-1-1 Routing and passed on to the proper PSAP. The ANI is also used to determine the proper PSAP to receive the inbound call.

B. 9-1-1 Routing Options

Selective Routing
The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI to an ESN that has been derived based on the caller's location. The ESN maps to a specific routing rule that identifies the PSAP and possible alternative destinations.

Trunk Only Routing
Inbound trunks, typically from a given Telecommunications Carrier, can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified the system will attempt to perform Selective Routing.

Default Routing
When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Abandonment Routing
If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to recovery locations.

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5. Emergency Services, (Cont'd.)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.2 9-1-1 Routing Service Features, (Cont'd.)

C. 9-1-1 Transfer Options

Fixed Transfer
Fixed transfer is a feature which enables a PSAP call taker to transfer a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code. (T)

Selective Call Transfer
Selective Call Transfer is a feature enabling a PSAP call taker to transfer an incoming 9-1-1 call to another agency by dialing a pre-assigned speed dial code associated with police, fire or medical agencies or by use of a single button on an approved Customer telephone system that dials the appropriate code. The specific transfer destination is determined by the caller's originating location as specified by the ESN. (T)

Manual Transfer
A PSAP call taker may transfer an incoming call manually by depressing the hook switch of the associated telephone or the "add" button on approved Customer telephone system, and dialing either an appropriate seven or 10-digit telephone number.

Alternate Routing
The Overflow Call Disposition transfer feature enables the ability for callers to be terminated either to a previously designated alternate call center, a prerecorded message or to a busy tone when all PSAP trunks are busy.

D. Call Event Logging

The Call Event Logging feature delivers reporting information containing the ANI received from a 9-1-1 call, the identity of the incoming trunk the Selective Router received the call over, the identity of the outgoing PSAP trunk the call is terminated to, and the date and time the call was delivered to its target destination, transferred and/or disconnected.

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5. **Emergency Services, (Cont'd.)**

5.1 **Intelligent Emergency Network Service, (Cont'd.)**

5.1.3 **ALI Management Service**

A. **MSAG Management**
The Company provides a data management and administration tool that automates the viewing and communication of updates, insertions, and deletions to the MSAG database. (T)

B. **MSAG Build Services**
Intrado Communications acts as the facilitator with the addressing authority in the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) standards. (T)

C. **English Language Translation (ELT) Management**
ELT information provides the names of fire, EMS and police jurisdictions associated with each ESN so that it may be delivered with the ALI to the PSAPs at the time of the E9-1-1 call. The requests are validated for accuracy and either updated into the database, or referred back to the PSAP for resolution. Upon completion of the transaction, notification is provided to the Customer

D. **Subscriber Record Management**
Subscriber Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records for the generation of the ALI database.

E. **ALI Database Updates**
After processing and validating subscriber record updates, the Company posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls. (T)

F. **ANI/ALI Discrepancy Resolution**
An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. Intrado Communications will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution. (T)

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5. **Emergency Services, (Cont'd.)**

5.1 **Intelligent Emergency Network Service, (Cont'd.)**

5.1.3 **ALI Management Services, (Cont'd.)**

G. **Misroute Resolution**
An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. The Company investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution. (T)

H. **No Record Found (NRF) Resolution**
An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. The Company will resolve or refer each NRF to the respective TSP for resolution. (T)

I. **Local Number Portability (LNP) Processing**
Intrado Communications supports LNP, which allows subscribers to switch from one TSP to another without changing their phone numbers. (T)

J. **ALI Delivery**
ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

K. **Data Support of Wireless and VoIP E9-1-1**
Intrado Communications' database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database. (T)

L. **ALI Metrics Reporting**
The Company provides access to reports that provide details on data transactions, the number of records processed, and the number of errors. (T)

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5. Emergency Services, (Cont'd.)

5.1 Intelligent Emergency Network Service, (Cont'd.)

5.1.4 9-1-1 Exchange Access

9-1-1 Exchange Access provides one way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

5.1.5 ALI Data Access Connections

ALI Data Access Connections provide the PSAP network access to the ALI Database for ALI Delivery.

5.1.6 Diverse Facility Routing

Where facilities exist and a Customer wishes to subscribe to such services, the Company will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities. (T)

Diverse routing is supplied to the extent made possible as determined by the availability of current facilities. Diversity at Customer locations and additions to existing facilities to obtain diversity, where feasible within E9-1-1 network and as determined by the respective facility provider, will be based upon the costs incurred by the respective facility provider and will be supplied upon Customer request.

5. **Emergency Services, (Cont'd.)**

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations

5.2.1 The Intelligent Emergency Network Service Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the served territory.

5.2.2 Intelligent Emergency Network Service is provided by the Company where facilities and operating conditions permit.

5.2.3 Intelligent Emergency Network Service is not intended as a total replacement for the local telephone service of the various public safety agencies which may participate in the use of this service. The Customer must subscribe to additional local exchange services for purposes of placing administrative outgoing calls and for receiving other calls. (T) (T) | (T)

5.2.4 Application for Intelligent Emergency Network Service must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.

5.2.5 Intelligent Emergency Network Service is provided solely for the benefit of the Customer operating the PSAP as an aid in handling assistance calls in connection with fire, police and other emergencies. The provision of Intelligent Emergency Network Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or legal entity other than the Customer.

5.2.6 The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls, but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.

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Intrado Communications Inc.

Florida Price List No. 1 (T)
1st Revised Sheet 50 (T)
Cancels Original Sheet 50

5. **Emergency Services, (Cont'd.)**

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.7 The rates charged for Intelligent Emergency Network Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall make such operational tests as, in the judgment of the Customer, are required to determine whether the system is functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.

5.2.8 The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.

5.2.9 The Customer must furnish the Company its agreement to the following terms and conditions.

A. That all 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day week basis.

B. That the Customer has responsibility for dispatching the appropriate emergency services, or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.

C. That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to their PSAP by calling parties.

D. That the Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

5. Emergency Services, (Cont'd.)

5.2 Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)

5.2.10 When the ALI Management Service is provided, the Customer is responsible to:

A. Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.

B. Support the creation of a master address file for use in validating subscriber address information and application of appropriate jurisdictional responsibility.

C. Define the unique combinations of public safety agencies (police, fire, medical, etc) responsible for providing emergency response services in any specific geographic location.

5.2.11 When the 9-1-1 Routing feature is provided, the Customer is responsible for identifying primary and secondary PSAPs associated with the unique combinations noted in 5.2.10.C. above and providing the access or telephone numbers required to support the selective transfer feature of 9-1-1 Routing Service.

5.2.12 After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

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5. **Emergency Services, (Cont'd.)**

5.2 **Intelligent Emergency Network 9-1-1 Routing Rules & Regulations, (Cont'd.)**

5.2.13 The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of ALI Management Service:

A. Such information shall be used by the Customer solely for the purpose of aiding the Customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the Customer's serving areas in connection with the Customer's provision of emergency response services.

B. Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.

C. Customer shall use due care in providing for the security and confidentiality of the information.

D. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

5.2.14 Each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of Intelligent Emergency Network Service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing Intelligent Emergency Network Service hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Price List. (T)

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Intrado Communications Inc.

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5. **Emergency Services, (Cont'd.)**

5.3 Intelligent Emergency Network Service Rates and Charges

	Nonrecurring Charge	Monthly Charge
9-1-1 Routing Service	ICB	ICB
ALI Management Services	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
ALI Data Access Connections	ICB	ICB
Diverse Facility Routing	ICB	ICB

Note:

1. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of E911 service to the Customer.
2. 9-1-1 Routing Services and ALI Management Services are provided as a package. Customer requests to obtain these services separately will be handled individually. (T) | (T)
3. ICB pricing to be determined based upon unique service configuration requirements for each customer including, but not limited to, term of agreement, volume of subscribers served, and proximity of customer to company facilities.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by Electronic Mail and/or U.S. Mail this 8th day of July, 2008.

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Charlene Poblete, Esq.
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Floyd R. Self

EXHIBIT NO. 18

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Composite of letters in Support of Intrado's Petition for Declaratory Statement (Letters in Support), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 18
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-5)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CSL-5



Board of County Commissioners

Alachua County
Department of Fire/Rescue Services
Communications Technology Bureau

Susan Nelson, ENP, CMP, Bureau Chief

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March 26, 2008

Ms. Ann Cole, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 080089, Intrado Petition for Declaratory Statement

Dear Ms. Cole:

On February 8, 2008, Intrado Communications Inc. ("Intrado") filed its petition for declaratory statement requesting that the Florida Public Service Commission ("Commission") address whether Intrado or a 911 Public Safety Answering Point ("PSAP") would bear any obligation to an incumbent local exchange telecommunications carrier ("ILEC") to pay an ILEC's 911 tariff charges when the PSAP has selected Intrado to provide the PSAP with its 911 services. On March 14, 2008, Intrado filed its amended petition substantively raising the same issue as the February 8th petition, but rephrasing the specific questions this Commission should address. As the Communications Bureau Chief/E-911 Coordinator for Alachua County, I strongly urge the Commission to consider the issues raised by Intrado and find that an ILEC many not charge Intrado and/or the PSAP for any ILEC 911 tariff charges, untariffed charges, or bundled charges for terminated 911 services.

Since the first deployment of emergency 911 services in the 1960s, the technology to receive and respond to 911-dialed calls has evolved from a wireline ILEC telephone network perspective. Today, traditional landline telephone callers rely upon a system that can effectively route calls to the appropriate PSAP and provide location data that is highly accurate and secure.

Over the last ten years, the demands upon the 911 system have grown and changed significantly because of the widespread use of wireless telephones and the increasing acceptance of new calling technologies such voice over Internet protocol ("VoIP"). While the Federal Communications Commission ("FCC") has mandated certain technological obligations on the wireless and VoIP carriers, it has been up to the local PSAPs to deploy the necessary equipment that can receive and process these calls. Our county government, along with additional funding opportunities made available through the Florida Legislature, has committed significant resources to be able to handle these non-traditional, non-ILEC network calls, but it is going to take the deployment of next generation network services to enable PSAPs to be able to receive, process, and respond to these callers.

The issue with wireless and VoIP calls is especially acute. Under the best of circumstances location accuracy is far less accurate than if the call originated at a traditional landline phone. In addition, consumers increasingly desire the ability to text message a PSAP or to send real time photographs

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and video during an emergency situation, but PSAPs are unable to receive these messages using ILEC network services.

Outside the wireless and VoIP environment, PSAPs face other challenges. During a hurricane, for example, the ability to seamlessly transfer an entire 911 center's calls to another 911 center would enable people to continue to reach first responders. In addition, it is not uncommon during a single event, such as a major traffic accident or other large event, for a 911 center to become overloaded with calls associated with that event, which may result in callers elsewhere in the county with other needs being blocked. The ability to "on the fly" reconfigure the 911 network to reroute calls originating from a specific geographic area that is overloading the system so that other callers can get through would be a life saving benefit to everyone. The network services that would enable this functionality can only be done through the deployment of next generation network services.

While as stewards of the 911 system, PSAP administrators have been moving forward with plans to deploy next generation network services such as are being offered by Intrado, we are constrained by some of the information we are receiving from the ILECs regarding alleged continuing obligations once the ILEC is no longer the network services provider. For example, as is related in Intrado's petition for declaratory statement, we have been told that if we choose Intrado as our network services carrier that Intrado and/or the PSAP may still be subject to certain ILEC tariff charges, or that the ILEC may create new tariff or other rate elements, or that other services we receive may be bundled with services we no longer receive resulting in the payment for unnecessary services.

To be sure, I want to be clear that we do not have any issue with ILEC charges associated with services or rates for which there is a continuing legal duty, nor are we contesting any previously contractual obligations for early termination or liquidated damages. These types of contractual obligations are not the subject of the declaratory statement request.

The consumers of Florida require a more robust emergency 911 system that serves all callers, whether from a traditional landline phone, a wireless phone, or over a VoIP network. Only through the deployment of next generation 911 services such as are being offered by Intrado will our county be able to receive and effectively serve 911 callers. However, in order to make this technology transition, we must be free from any legacy ILEC charges other than those for which we have clear, specific obligations.

I strongly urge you to issue the requested declaratory statement. Feel free to contact me if there are any questions or the Commission needs additional information from us. Thank you for your consideration.

Sincerely yours,

Susan Nelson, ENP, CPM
Communications Bureau Chief, Alachua County Fire Rescue

cc: Chief Will Gray May, Jr., Director of Emergency Services
Rick Mills, Alachua County Legislative Liaison

Office of the Sheriff

John Davenport
Sheriff of Charlotte County

7474 Utilities Road
Punta Gorda, Florida 33982
(941) 639-2101

March 25, 2008

Ms. Ann Cole, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: *Docket No. 080089, Intrado Petition for Declaratory Statement*

Dear Ms. Cole,

On February 8, 2008, Intrado Communications Inc. ("Intrado") filed its petition for declaratory statement requesting that the Florida Public Service Commission ("Commission") address whether Intrado or a 911 Public Safety Answering Point ("PSAP") would bear any obligation to an incumbent local exchange telecommunications carrier ("ILEC") to pay an ILEC's 911 tariff charges when the PSAP has selected Intrado to provide the PSAP with its 911 services. On March 14, 2008, Intrado filed its amended petition substantively raising the same issue as the February 8th petition, but rephrasing the specific questions this Commission should address. As the E911 Administrator for the Charlotte County PSAP, I strongly urge the Commission to consider the issues raised by Intrado and find that an ILEC many not charge Intrado and/or the PSAP for any ILEC 911 tariff charges, *untariffed* charges, or bundled charges for terminated 911 services.

Since the first deployment of emergency 911 services in the 1960s, the technology to receive and respond to 911-dialed calls has evolved from a wireline ILEC telephone network perspective. Today, traditional landline telephone callers rely upon a system that can effectively route calls to the appropriate PSAP and provide location data that is highly accurate and secure.

Over the last ten years, the demands upon the 911 system have grown and changed significantly because of the widespread use of wireless telephones and the increasing acceptance of new calling technologies such voice over Internet protocol ("VoIP"). While the Federal Communications Commission ("FCC") has mandated certain technological obligations on the wireless and VoIP carriers, it has been up to the local PSAPs to deploy the necessary equipment that can receive and process these calls. Our county government, along with additional funding opportunities made available through the Florida Legislature, has committed significant resources to be able to handle these non-traditional, non-ILEC network calls, but it is going to take the deployment of next generation network services to enable PSAPs to be able to receive, process, and respond to these callers.

The issue with wireless and VoIP calls is especially acute. Under the best of circumstances location accuracy is far less accurate than if the call originated at a traditional landline phone. In addition, consumers increasingly desire the ability to text message a PSAP or to send real time photographs and video during an emergency situation, but PSAPs are unable to receive these messages using ILEC network services.

Outside the wireless and VoIP environment, PSAPs face other challenges. During a hurricane, for example, the ability to seamlessly transfer an entire 911 center's calls to another 911 center would enable people to continue to reach first responders. In addition, it is not uncommon during a single event, such as a major traffic accident or other large event, for a 911 center to become overloaded with calls associated with that event, which may result in callers elsewhere in the county with other needs being blocked. The ability to "on the fly" reconfigure the 911 network to reroute calls originating from a specific geographic area that is overloading the system so that other callers can get through would be a life saving benefit to everyone. The network services that would enable this functionality can only be done through the deployment of next generation network services.

While as stewards of the 911 system, PSAP administrators have been moving forward with plans to deploy next generation network services such as are being offered by Intrado, we are constrained by some of the information we are receiving from the ILECs regarding alleged continuing obligations once the ILEC is no longer the network services provider. For example, as is related in Intrado's petition for declaratory statement, we have been told that if we choose Intrado as our network services carrier that Intrado and/or the PSAP may still be subject to certain ILEC tariff charges, or that the ILEC may create new tariff or other rate elements, or that other services we receive may be bundled with services we no longer receive resulting in the payment for unnecessary services.

To be sure, I want to be clear that we do not have any issue with ILEC charges associated with services or rates for which there is a continuing legal duty, nor are we contesting any previously contractual for early termination or liquidated damages. These types of contractual obligations are not the subject of the declaratory statement request.

The consumers of Florida require a more robust emergency 911 system that serves all callers, whether from a traditional landline phone, a wireless phone, or over a VoIP network. Only through the deployment of next generation 911 services such as are being offered by Intrado will our county be able to receive and effectively serve 911 callers. However, in order to make this technology transition, we must be free from any legacy ILEC charges other than those for which those we have clear, specific obligations.

I strongly urge you to issue the requested declaratory statement. Feel free to contact me if there are any questions or the Commission needs additional information from us. Thank you for your consideration.

Sincerely yours,

Janet Hamilton

Janet Hamilton
Charlotte County E911 Administrator

cc: Parties of Record

Robert L. Crowder
Sheriff

(772) 220-7000

Office of the Sheriff
Martin County, Florida

www.sheriff.martin.fl.us

March 25, 2008

Ms. Ann Cole, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

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While as stewards of the 911 system, PSAP administrators have been moving forward with plans to deploy next generation network services such as are being offered by Intrado, we are constrained by some of the information we are receiving from the ILECs regarding alleged continuing obligations once the ILEC is no longer the network services provider. For example, as is related in Intrado's petition for declaratory statement, we have been told that if we choose Intrado as our network services carrier that Intrado and/or the PSAP may still be subject to certain ILEC tariff charges, or that the ILEC may create new tariff or other rate elements, or that other services we receive may be bundled with services we no longer receive resulting in the payment for unnecessary services.

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I strongly urge you to issue the requested declaratory statement. Feel free to contact me if there are any questions or the Commission needs additional information from us. Thank you for your consideration.

Sincerely,
Robert L. Crowder, Sheriff

by: Joseph J. Laviano

Joseph J. Laviano, ENP
Martin County E-911 Manager/E-911 Coordinator

cc: Parties of Record

SARASOTA COUNTY
"Dedicated to Quality Service"

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CLERK

March 25, 2008

Ms. Ann Cole, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

CONSUMER

Re: Docket No. 080089, Intrado Petition for Declaratory Statement

Dear Ms. Cole,

On February 8, 2008, Intrado Communications Inc. ("Intrado") filed its petition for declaratory statement requesting that the Florida Public Service Commission ("Commission") address whether Intrado or a 911 Public Safety Answering Point ("PSAP") would bear any obligation to an incumbent local exchange telecommunications carrier ("ILEC") to pay an ILEC's 911 tariff charges when the PSAP has selected Intrado to provide the PSAP with its 911 services. On March 14, 2008, Intrado filed its amended petition substantively raising the same issue as the February 8th petition, but rephrasing the specific questions this Commission should address. As the 911 Coordinator for the Sarasota County Florida, I strongly urge the Commission to consider the issues raised by Intrado and find that an ILEC many not charge Intrado and/or the PSAP for any ILEC 911 tariff charges, untariffed charges, or bundled charges for terminated 911 services.

Since the first deployment of emergency 911 services in the 1960s, the technology to receive and respond to 911-dialed calls has evolved from a wireline ILEC telephone network perspective. Today, traditional landline telephone callers rely upon a system that can effectively route calls to the appropriate PSAP and provide location data that is highly accurate and secure.

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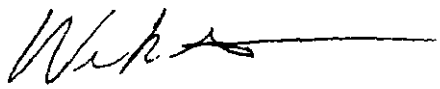
While as stewards of the 911 system, PSAP administrators have been moving forward with plans to deploy next generation network services such as are being offered by Intrado, we are constrained by some of the information we are receiving from the ILECs regarding alleged continuing obligations once the ILEC is no longer the network services provider. For example, as is related in Intrado's petition for declaratory statement, we have been told that if we choose Intrado as our network services carrier that Intrado and/or the PSAP may still be subject to certain ILEC tariff charges, or that the ILEC may create new tariff or other rate elements, or that other services we receive may be bundled with services we no longer receive resulting in the payment for unnecessary services.

To be sure, I want to be clear that we do not have any issue with ILEC charges associated with services or rates for which there is a continuing legal duty, nor are we contesting any previously contractual for early termination or liquidated damages. These types of contractual obligations are not the subject of the declaratory statement request.

The consumers of Florida require a more robust emergency 911 system that serves all callers, whether from a traditional landline phone, a wireless phone, or over a VoIP network. Only through the deployment of next generation 911 services such as are being offered by Intrado will our county be able to receive and effectively serve 911 callers. However, in order to make this technology transition, we must be free from any legacy ILEC charges other than those for which those we have clear, specific obligations.

I strongly urge you to issue the requested declaratory statement. Feel free to contact me if there are any questions or the Commission needs additional information from us. Thank you for your consideration.

Sincerely yours,



William K. Stevens ENP
911 Coordinator
Sarasota County Public Safety Communications
1660 Ringling Blvd.
Sarasota, Fl. 34236

cc: Parties of Record

EXHIBIT NO. 19

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Amended Petition for Declaratory Statement, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 19
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-6)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CSL-6

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of
Intrado Communications Inc.
for Declaratory Statement
Regarding Local Exchange
Telecommunications Network
Emergency 911 Service
_____/

Docket No. 080089-TP
Filed March 14, 2008

AMENDED PETITION FOR DECLARATORY STATEMENT

Intrado Communications Inc. ("Intrado"), pursuant to Section 120.565, Florida Statutes, and Rules 28-105.002 and 28-106.202, Florida Administrative Code, hereby files this Amended Petition for a Declaratory Statement from the Florida Public Service Commission ("Commission"). This Amended Petition seeks a declaration regarding whether Intrado or a 911 Public Safety Answering Point ("PSAP") would bear any obligation to an incumbent local exchange telecommunications carrier ("ILEC") to pay an ILEC's 911 tariff charges when the PSAP has selected Intrado to provide the PSAP with its 911 services. In support of its Petition, Intrado states as follows:

I. Introduction

1. Petitioner's name and address are:

Intrado Communications, Inc.
1601 Dry Creek Drive
Longmont, CO 80503-6493

2. All notices, Orders or documents regarding this Petition should be directed to:

Floyd R. Self, Esq.
Messer, Caparello & Self, P.A.
2618 Centennial Place
Tallahassee, Florida 32308
(850) 425-5213 (phone)
(850) 224-4359 (facsimile)
fself@lawfla.com (e-mail)

Rebecca Ballesteros
Associate Counsel
Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503
(720) 494-5800 (telephone)
(720) 494-6600 (facsimile)
Rebecca.Ballesteros@intrado.com

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DOCUMENT NUMBER-DATE
03222 APR 22 08
FPSC-COMMISSION CLERK

5. The first entity that answers the 911-dialed call is the PSAP, which is usually the county sheriff's office, the city police department, the fire department, or other local government entity that is charged with answering the 911 calls and dispatching first responders to deliver emergency assistance when necessary. Historically, the PSAPs have purchased the various local exchange telecommunications network services required to get the 911-dialed call to the PSAP's location from the serving ILEC pursuant to an ILEC 911 services tariff as well as unregulated customer premises equipment ("CPE") from the ILEC or another CPE provider.

6. Intrado has developed and is now offering to the PSAPs of Florida and throughout the country its E911 Intelligent Emergency Network® local exchange telecommunications services and equipment as a competitive alternative to ILEC bundled offerings. Intrado has the ability to provide E911 service for land line, wireless, and VoIP calling party end users, and ensuring that E911 calls are routed to the correct 911 call center regardless of device, protocol, or location. Indeed, for nearly 30 years Intrado has designed and deployed public safety infrastructure, systems, and services that have been relied upon and incorporated into the E911 connectivity and services offered by ILEC, CLEC, wireless, VoIP, and other carriers to their respective end users. Intrado now has the ability to provide E911 network service directly to the PSAPs at a competitive rate that includes both traditional E911 services as well as new and enhanced services and functionality, including text, imaging, and video capabilities along with greater interoperability and communications capability between and among emergency responders and the PSAPs.

7. In order for Intrado to be able to offer its E911 services to PSAPs, Intrado must interconnect and exchange local exchange telecommunications traffic with ILECs. Accordingly, Intrado is currently negotiating with various ILECs for such interconnection services and traffic

10. Intrado was in the process of negotiating with one PSAP when its negotiations were abruptly terminated by the PSAP. It was represented to Intrado that this negotiation was terminated because of the uncertainty as to whether the PSAP would continue to be charged, directly or indirectly through Intrado, the ILEC's 911 tariff charges or new charges. For example, it has been suggested that an ILEC and/or the PSAP may seek unwarranted cost recovery by Intrado to rehome circuits. The effect of those representations was to cause the PSAP to believe it would be billed by both the ILEC and Intrado for certain services, thus making Intrado's service offering uncompetitive.

11. What matters at this juncture is not what may have been represented or assumed from reading the ILEC tariffs. Rather, all that is needed in the marketplace at this time is a statement by this Commission as to the respective rights and responsibilities of Intrado, the PSAP, and the ILEC once the PSAP has terminated the ILEC's 911 service, and neither Intrado nor the PSAP are customers of the LEC's 911 tariff services. Accordingly, in order to ensure an effectively competitive market for E911 services, Intrado and the PSAPs are in need of a declaratory statement to resolve questions or doubts as to how the statutes, rules, orders, and tariffs discussed herein may apply to Intrado's particular circumstances.

III. The Declaratory Statement Request

12. A petition seeking a declaratory statement is appropriate when there is a need for "resolving a controversy or answering questions or doubts concerning the applicability of statutory provisions, rules, or orders over which the agency has authority." Section 120.565(1), Florida

[3] Intrado notes that any successful change in providers from an ILEC's 911 services to Intrado's IEN E911 services will require a transition period and coordination between all of the affected parties. Intrado recognizes that during such a transition an ILEC may rightfully charge the PSAP for certain 911 tariffed services until such time as the ILEC's services to the PSAP are fully terminated. Intrado believes that the affected parties will cooperatively plan and implement such a transition in a competent and professional manner, working to ensure that at all times the integrity of the 911 call delivery system is fully operational. The calling public seeking emergency assistance deserves nothing less.

service furnished by the Company."[6] There is no disputing that a PSAP is a customer or subscriber. The BellSouth tariff, for example, provides that BellSouth will provide 911 services "[w]hen requested by local government authorities"[7] and that an "[a]pplication for E911 service must be executed in writing by each customer."[8] The Verizon tariff has similar language.[9]

15. The ILEC tariffs generally have language regarding post-termination obligations to pay for pre-termination services. This declaratory statement does not concern these types of post-termination obligations since they reflect services previously consumed but not paid for. These are obligations created by the customer.

16. This question of the provision of directly competitive local exchange telecommunications network 911 services appears to be a case of first impression. However, the BellSouth tariff does provide some language that at least recognizes that BellSouth may not always be the 911 provider to the PSAP. The tariff provides that "[s]ervice may be terminated at any time upon reasonable notice from the subscriber to the Company,"[10] but that "[w]hen an order for 911 service and facilities . . . [is] cancelled in whole or in part" the subscriber must reimburse BellSouth for expenses incurred *before* notice of cancellation is received.[11]

17. With respect to Intrado's relationship to an ILEC, under both federal and state law a CLEC such as Intrado is entitled to enter into an interconnection agreement with an ILEC for the exchange of traffic and other services and network functionality. Any person or entity choosing to

[6] The Windstream Florida and Embarq Florida local exchange tariffs have this exact same wording. *See* Windstream Florida, Inc., General Subscriber Services Tariff, Section 1, Original Page 19; Embarq Florida, Inc. General Exchange Tariff, Section A1, First Revised Sheet 10.

[7] BellSouth Telecommunications, Inc. Florida, General Subscriber Service Tariff, Section A24, Original Page 1.

[8] BellSouth Telecommunications, Inc. Florida, General Subscriber Service Tariff, Section A24, Original Page 4.

[9] *See generally*, Verizon Florida Inc., General Services Tariff, Section A24.

[10] BellSouth Telecommunications, Inc. Florida, General Subscriber Service Tariff, Section A2, Original Page 13.

[11] BellSouth Telecommunications, Inc. Florida, General Subscriber Service Tariff, Section A24.1.2.Q, Original Page 4 (emphasis supplied)

19. *The application of tariff charges to services that have been terminated and which are* provided competitively discriminates against competitive providers and is unlawful. Such actions create a barrier to entry and have a chilling effect on competition in violation of Section 364.01, Florida Statutes. Indeed, the threat or uncertainty associated with the application of such unjustified charges precludes PSAPs, local Florida government agencies, from purchasing new services or further enhancements to their existing services such as Intrado is now offering. To the extent terminated services are continued to be charged for by the ILEC also results in rates that are not fair, just, and reasonable in violation of Florida and federal law.

20. Intrado is substantially affected by the current regulatory uncertainty regarding the potential application of ILEC 911 tariff charges, untariffed charges, or unfairly unbundled charges to Intrado and/or the PSAPs.[13] Until this uncertainty is resolved, Intrado and other competitive 911 providers are unable to effectively compete to offer PSAPs their E911 advanced services to the detriment of the calling public seeking emergency assistance. Such uncertainty, if left unresolved, would condone anticompetitive behavior and adversely affect Intrado's rights as a certificated CLEC in Florida. The Commission has clear jurisdiction to prevent such behavior pursuant to Section 364.01(4)(g), Florida Statutes.

21. The statutes, rules or orders on which the declaratory judgment is sought include the following:

a. Alltel Florida, Inc., General Subscriber Services Tariff, Section 24.

b. Alltel Florida, Inc., General Subscriber Services Tariff, Section 1.

c. BellSouth Telecommunications, Inc. Florida, General Subscriber Service

[13] Bundled ILEC retail tariffs would require the PSAPs to pay twice for the service. For example, a PSAP selecting Intrado's ALI service could continue to be subject to ILE ALI charges because some ILEC tariffs bundled ALI with other services. See, e.g., Public Service Commission of West Virginia Case No. 04-0102-T-GI, Frontier, et al, General

b. Once a PSAP has selected Intrado to be its local exchange telecommunications network provider of 911 services, does Intrado or its customer have to pay an ILEC for post termination 911 services not currently in the ILEC's tariff?

c. Once a PSAP has selected Intrado to be its local exchange telecommunications network provider of 911 services, does Intrado or its customer have to pay an ILEC for bundled post-termination 911 charges with other charges that may be charged to Intrado and/or the PSAP?

24. For the reasons set forth herein, Intrado requests that the Florida Public Service Commission issue a Declaratory Statement:

a. Establishing that Intrado and/or the PSAP is not required to pay for any tariffed ILEC 911 local exchange telecommunications network services previously provided to the PSAP unless Intrado or the customer specifically orders such services.

b. Establishing that Intrado and/or the PSAP is not required to pay for any terminated ILEC 911 services through new tariffed or non-tariffed rates.

c. Establishing that Intrado and/or the PSAP is not required to pay for any ILEC bundled services in such a manner as to require Intrado and/or the PSAP to pay for any terminated 911 services or otherwise for any 911 services not actually requested or consumed.

THEREFORE, Intrado Communications, Inc. respectfully requests that the Florida Public Service Commission grant the declaratory statement requested herein and declare that Intrado and/or the PSAP is not required to pay for any ILEC 911 tariff charges, untariffed charges, or bundled charges for terminated 911 services as set forth herein.

EXHIBIT NO. 20

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: National Emergency Number Association (NENA) Transition Effort press release, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 20
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-7)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CSL-7

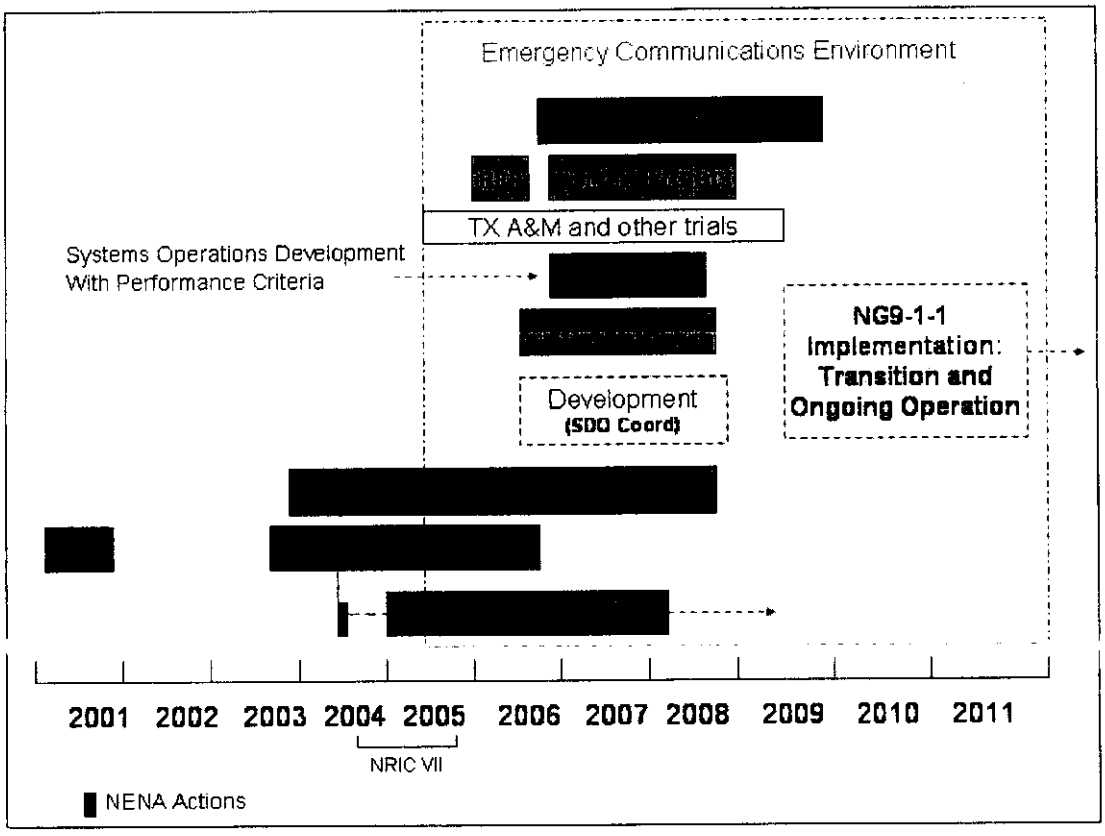
National Emergency Number Associati
The Voice of 9-1-1

FOR IMMEDIATE RELEASE
Thursday, October 27, 2006

CONTACT: Patrick Halley
202-466-4911, media@nena.org

NENA Launches Next Generation (NG) 9-1-1 Transition Planning Effort

Arlington, VA – For nearly six years, NENA has actively worked to develop concepts, requirements, and technical definitions for the next generation of 9-1-1 systems and services. To further NENA's overarching goal of ensuring a coordinated and managed approach to the nationwide implementation of NG9-1-1, NENA is pleased to announce the formation of a joint Technical and Operations working group focused on the development of a NG9-1-1 System and PSAP Transition Plan. This effort is an additional component of an overall NG9-1-1 Project Plan that NENA is in the early stages of initiating which will provide a detailed roadmap of present and future activities toward the transition to a NG9-1-1 system and the subsequent operation of that system (or system of systems). The overall project plan is intended to cover phased replacement of today's E9-1-1 system with an inter-networked, IP based NG9-1-1, with greatly expanded capabilities for emergency call/message handling, multimedia emergency communications, and data acquisition, management and sharing.



NG 9-1-1 Activity Relationships

4350 North Fairfax Drive • Suite 750 • Arlington, VA 22203-1695
800-332-3911 • 703-812-4600 • FAX 703-812-4675 • www.nena.org

DOCUMENT NUMBER-DATE
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NENA's work on the next generation of E9-1-1 began in 2000 with the establishment of the "9-1-1 Future Path Plan" by NENA's Technical Committee, which conceptualized the objectives for what has come to be known as NG9-1-1. In 2003, the NENA Technical Committee undertook development of requirements and architectural design for major portions of NG9-1-1. This initial work is nearing completion and is planned to be published in the near future. Additionally, NENA's 9-1-1 Center Operations Committee began its ongoing related work in 2003 on PSAP operations issues pertaining to NG9-1-1. In 2004, due to concerns about dealing with non-technical issues that, if unresolved, would impede development and implementation, a recommendation was made to initiate a program to address topics such as funding, public policy, jurisdiction, location identification, standards, trials, interoperability, and education. The result was the creation of the NENA NG E9-1-1 Partner Program, implemented in 2005, and continuing in 2006 and beyond.

During the same period, NENA developed content used in the NRIC working groups, and as part of an NTIA funded Texas A&M testing and trial activity. The US Department of Transportation is also on the verge of beginning work on a NG9-1-1 Initiative which will include coordinated development and proof of concept trial activities in 2007-2008. NENA is also working with multiple national and international standards bodies to integrate NENA requirements and design into the universe of IP communications development, within which NG9-1-1 systems will have to operate.

This multi-faceted NENA approach is targeted toward significant NG9-1-1 transition and implementation in the US and Canada starting in 2008-2009 (see above timeline). The forthcoming NENA NG9-1-1 Project Plan will provide a more detailed analysis of needed activities and the timeframes within which they should be completed in an effort to effectively and efficiently implement NG9-1-1.

###

About the National Emergency Number Association

NENA is *The Voice of 9-1-1*™. Now celebrating its 25th year, NENA was established to promote implementation and awareness of 9-1-1 as North America's universal emergency number. NENA has grown to become the leading professional non-profit organization dedicated solely to 9-1-1 emergency communications issues. NENA serves its more than 7,000 members in 46 chapters across the U.S. and Canada through policy advocacy, establishment of technical and operational standards, certification programs and a broad spectrum of educational offerings. Find out more at www.nena.org.

EXHIBIT NO. 21

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Alliance for Telecommunications Industry Solutions (ATIS) news release, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 21
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-8)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CSL-8

DOCKET NO. 070736-TP
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ATIS NEWS RELEASE
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atis News Release

For Immediate Release

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ATIS ESIF Releases Suite of IP-based Emergency Services Standards

December 4, 2006, Washington – ATIS today announced the availability of its newly developed suite of IP-based Emergency Services Network Interface (ESNI) standards that will enable the expansion of E9-1-1 services and functionality within the Next Generation Network (NGN).

The ESNI suite of standards includes an overall emergency services framework for the ESNI applications and protocols such as the Emergency Information Services Interface (EISI) that provide access to emergency services within or external to the Emergency Services Network (ESNet). The ESNI standards suite also includes the Emergency Services Messaging Interface (ESMI), released in September 2005, which provides managed interconnections between next generation public service answering points (PSAPs) and the ESNet.

The current protocol and network architecture between the PSAP and the ESNet that provide Automatic Location Identification (ALI) are largely unchanged since the introduction of modern emergency calling services in the 1970s, presenting significant barriers to introducing new features and advanced emergency services. The future ESNet consists of multiple standard protocols to support responses from various emergency events -- including basic call management, location information delivery, and enhanced emergency services. The ESNI framework and protocol suite will enable flexibility, additional emergency services and more advanced interaction models on the ESNet that will enhance the reliability and survivability of national emergency services and will allow for management and distribution of enriched data types such as graphics, images, and video. A typical scenario enabled by an ESNet that utilizes the ESNI protocols would be a national weather notification service that can deliver weather alarms by geographic area, graphically, and real-time to PSAPs.

The ESNI standards suite is currently made up of four documents from ATIS: the *Emergency Services Network Interfaces Framework* (ATIS-0500008), an ATIS Technical Report that defines the framework and structure of the ESNI; two Draft American National Standards for Trial Use for the Emergency Information Service

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Interface (EISI) that address the EISI ALI service delivery (ATIS-PP-0500006.200X) and the EISI network implementation with web services (ATIS-PP-0500007.200X); and the Draft American National Standard for Trial Use, *Emergency Services Messaging Interface (EMSI)* (ATIS-PP-0500002.200X), which was published in September 2005.

About ATIS

ATIS is a technical planning and standards development organization that is committed to rapidly developing and promoting technical and operations standards for the communications and related information technologies industry worldwide using a pragmatic, flexible and open approach. Participants from more than 350 communications companies are active in ATIS' 23 industry committees and Incubator Solutions Program. www.atis.org

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EXHIBIT NO. 22

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PARTY: Intrado

DESCRIPTION: Embarq Florida tariff, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
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COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-9)
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PROFFERING PARTY: Staff

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TELECOMMUNICATIONS, INC.
FLORIDA
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A24. EMERGENCY REPORTING SERVICES

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A24. EMERGENCY REPORTING SERVICES[1] (N)

A24.1 Universal Emergency Number Service - 911

A24.1.1 General (Basic and Enhanced 911)

A. When requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal emergency number 911 for use of Public Safety Answering Points (PSAPs) engaged in assisting local governments in the protection and safety of the general public.

B. Two types of service are offered, basic 911 and Enhanced 911 Service (E911). Selection of the appropriate service to serve various customers will be made by the Company and the customer and will be based on a thorough analysis of customer needs at each location and on availability of facilities in each area.

C. Rates and charges for the E911 Service Feature offerings as shown in A24.1.4.D.3.a. of this Tariff are based on costs for municipal and/or countywide E911 Systems and are offered on a tiered pricing structure, based on the number of access lines located within the political boundaries served by the customer, except in the case of E911 Systems which may encompass two or more counties. In this case, each county (or subsystem) will be considered as a separate entity for purposes of determining the appropriate pricing tier. E911 Systems which are essentially municipal and/or countywide but have minor overlapping into another county due to community of interest reasons are considered covered by one pricing tier.

D. Terminal equipment may be provided by the Company or customer for 911 Service. If provided by the Company, where not specifically itemized in this Tariff, said equipment, including rearrangements, moves or changes will be provided at rates and charges based upon costs.

E. Deferred Payment

Payment of nonrecurring charges for 911 Service may be deferred subject to the conditions specified in this paragraph.

1. The charges to be deferred must be among the following types:
   a. Installation
   b. Service Establishment
   c. Feature Establishment
2. The customer must select a payment period longer than one month but no more than eighteen months.
3. The total amount of nonrecurring charges as defined in 1. preceding may be deferred.
4. The minimum amount deferrable per 911 installation is $5,000.00.
5. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The maximum interest rate to be charged is twenty-two percent (22%). The interest rate to be charged on deferred payments will be raised or lowered periodically by the Company. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension.
6. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length.
7. All deferred charges must be paid in full when the customer:

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A24. EMERGENCY REPORTING SERVICES

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.1 General (Basic and Enhanced 911) (Cont'd)

E. Deferred Payment (Cont'd)

7. All deferred charges must be paid in full when the customer: (Cont'd)
   a. Disconnects service, for the system, prior to expiration of the selected deferral period.
   b. Fails to pay a monthly amount hereunder within 30 days of its due date.
8. The customer may prepay the total outstanding deferred charges at any time during the selected deferral period. Customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

A24.1.2 Rules and Regulations

A. 911 service is provided by the Company where facility and operating conditions permit.

B. This offering is limited to the use of central office number 911 as the universal emergency telephone number. Only one 911 service will be provided within any governmental agency's locality.

C. The 911 emergency telephone number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number. The customer must subscribe for additional local exchange service at the PSAPs for administrative purposes for placing of outgoing calls and for receiving other emergency calls, including any which might be relayed by Company operators.

D. The service is furnished to municipalities and other governmental agencies only for the purpose of receiving reports of emergencies by the public. Residential customers whose telephone services have been temporarily denied for non-payment will continue to have access to 911 Service (outgoing service only).

E. ***Basic*** *911* Service is classified as Business Exchange Service and is arranged for one-way incoming service to the appropriate PSAP. (T)

F. E911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.

G. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.

H. Temporary suspension of service is not provided for any part of the 911 Service.

I. The rates charged for 911 Service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly. (T)

A24. EMERGENCY REPORTING SERVICES

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.2 Rules and Regulations (Cont'd)

J. The Company's entire liability to any person for interruption or failure of 911 Service or E911 Service shall be limited to the terms set forth as follows. The Company shall not be liable for damages resulting from or in connection with 911 Service or E911 Service or identification of the telephone number, address, or name associated with any person accessing such services, unless the Company acted with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property in providing such services. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to E-911 Service during the temporary denial of a residential subscriber service for non-payment.

K. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 911 service.

L. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved may be allowed as set forth in this section of this Tariff. Where allowances on monthly charges for Service Features of E911 Service are involved, only those Service Features which are affected by the interrupted service shall be considered; and, further, only those access lines on the interrupted portion of a service shall be considered in determining the number of access lines affected.

M. Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 service features and the equipment associated therewith or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.

N. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours for 911 Service.

O. Company serving boundaries and political subdivision boundaries may not coincide. ***In a Basic 911 configuration*** if a central office serves telephones located both within and outside the customer's public safety jurisdiction, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by these central offices. (T)

P. Any terminal equipment or PSAP equipment used in connection with E911 Service, whether such equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the Data Management System other than information relating to a number (identified through the Automatic Number identification feature as the source) of an in progress 911 call.

A24. EMERGENCY REPORTING SERVICES[1] (N)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.2 Rules and Regulations (Cont'd)

Q. When an order for 911 service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part, the customer is required to reimburse the Company for all expenses incurred in handling the requests before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed.

R. Application for E911 service must be executed in writing by each customer (a municipality, a local government authority or their duly appointed agent). If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. A negotiated date will be agreed upon with the customer. Should the customer choose to delay the original cut date by more than three months and the system is available for cut, installation charges may be charged effective with the originally scheduled date. Further, the cut date will be renegotiated so as not to interrupt other scheduled cutovers. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.

S. The customer must furnish the Company, in writing, with its agreement to the following terms and conditions:

1. That at least one PSAP will be provided and staffed on a 24-hour, seven days per week basis.
2. That the customer accepts responsibility for dispatching, or having others dispatch police, fire, ambulance or other emergency services as required, to the extent as such services are reasonably available.
3. That the customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the 911 PSAP by calling parties.
4. That the customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company to be installed. (Applies to E911 Service only.)

T. When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E911 serving area. The Company may assist the customer through the provision of information from its records concerning the names, telephone numbers and service addresses of subscribers within the customer's E911 serving area. The following terms define the customer's responsibility in providing this information to the Company:

1. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company by a mutually agreed upon date prior to the effective date of service.
2. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.

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A24. EMERGENCY REPORTING SERVICES[1] (N)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.2 Rules and Regulations (Cont'd)

T. (Cont'd)

3. The Company will provide to the customer on request a complete written copy of the master address file to permit customer to verify accuracy of the police, fire, and ambulance PSAP routing designations.
4. Changes, deletions and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.
5. The Company will furnish a written copy to the customer for verification showing each change, deletion and addition to the master address file.

U. E911 information consisting of the names, addresses and telephone numbers of subscribers whose listings are not published in directories or listed in Directory Assistance Offices may be disclosed in connection with E911 Service whether such service is provided by the Company or any other person. The subscriber waives any privacy interests in his telephone number, name, and address in connection with E911 Service.

V. Emergency Service Numbers (ESNs) are only available as part of the Selective Routing feature. Single and Multi-PSAP customers who desire to use ESNs for administrative purposes may do so as long as they subscribe to Selective Routing. Administrative ESNs can only be used to identify a unique set of responding agencies. For the purposes of this Tariff, a responding agency is defined as a municipality's police, fire, emergency medical service or other appropriate agency. ESNs will not be assigned to specific police precincts, fire stations, emergency medical zones, etc.

W. The customer is responsible for preparing a map with a complete list of road names and another map that identifies jurisdictional boundaries. This includes the naming and/or renumbering of streets and the assignment of numbers for previously unnumbered property. This information is then merged with Company records to form the initial Master Street Address Guide (MSAG). The customer is provided prints of the MSAG for verification and correction purposes at various intervals in the creation process. The Company may assist the customer through the provision of information from its records concerning the name, telephone numbers and service addresses of subscribers within the customer's E911 serving area.

X. The following terms define the customer's responsibilities with respect to any information provided by the Company to the customer concerning the Company's subscribers and/or with respect to geographical information or maps:

1. Such information shall be used by the customer solely for the purpose of aiding the customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the customer's E911 serving areas in connection with the customer's provision of E911 services.
2. Customer shall strictly limit access to the information to those authorized employees of the customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
3. Customer shall use due care in providing for the security and confidentiality of the information.
4. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.
5. As soon as customer has completed using the information for the purposes authorized in the Tariff or upon the request of the Company, customer shall return all information and all copies of information to the Company or certify that the information has been destroyed.

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A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.2 Rules and Regulations (Cont'd)

Y. General Regulations located in Section A2. of this Tariff will also apply to this service offering.

Z. Where a 911 call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 911 call, the quality of the call or any features that may otherwise be provided with 911 Service.

AA. The Company will bill "911" local option fees in accordance with Chapter 365, Florida Statutes, as amended. Each customer imposing a "911" local option fee agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, arising out of the Company's good faith complaince with the instructions of the customer concerning the imposition, billing, collection or remittance of the "911" fee, whether or not the act of complying with the customer's instructions is deemed to be negligent.

AB. Basic 911 cannot be provisioned with any Caller ID service arrangements. (N)

A24.1.3 Reserved for Future Use

A24.1.4 Enhanced Universal Emergency Number Service-E911

A. General

1. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes lines and equipment necessary for the answering, transferring and dispatching of public emergency telephone calls by persons within the serving area who dial 911.
2. The E911 customer may be a municipality or other county or local governmental unit, or an authorized agent of one or more municipalities or other county or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire and other emergency services within the telephone central office areas arranged for 911 calling.

B. Definition of Terms

1. *Additional E911 Exchange Line*

   A line terminating at a PSAP that is in addition to those engineered that may be ordered by the customer as an optional feature.

2. Alternate Routing (AR)

   A feature provided to allow E911 calls to be routed to a designated alternate location if (l) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service). This is a standard feature of E911 Service.

3. Automatic Location Identification (ALI)

A24. EMERGENCY REPORTING SERVICES

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

B. Definition of Terms (Cont'd)

3. Automatic Location Identification (ALI) (Cont'd)

   A feature by which the name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Multiple access lines with the same ANI will be identified with the address associated with that ANI. No ALI data is provided when a call is sent to Default Routing (DR). In the case of 911 calls from subscribers of Wireless Carriers that are interconnected to BellSouth's 911 Control Office and primary and/or secondary PSAPs equipped with data communications links to BellSouth's ALI database, these Wireless 911 calls will be delivered with a version of the ALI feature that includes certain carrier identification, cell tower or antenna array descriptive data as agreed to by the customer and the Wireless Carrier, and the wireless subscriber's call-back number. This information is consistent with the requirements of FCC Order 94-102 for Phase I Wireless 911 interconnection. The customer is required to make any changes in the MSAG needed to accommodate the Wireless Carrier's loading of their respective Pseudo-ANI (P-ANI) records into BellSouth's 911 database management system when P-ANI records are associated with towers and/or antennas located in the customer's jurisdiction.

4. Automatic Number Identification (ANI)

   A feature by which the calling party's telephone number is forwarded to the E911 Control Office and to the PSAP's *ANI/ALI controller.*

5. Centralized Automated Message Accounting (CAMA) MF Signaling (N)

   A signaling protocol for sending 8 digits of ANI from the 911 Tandem to the PSAP. (N)

6. Data Management System (DMS) (T)

   A system of manual procedures and computer programs used to create, store and update the data required to provide the Selective Routing (SR) and ALI features.

7. Default Routing (DR) (T)

   A feature activated when an incoming *E911 call* cannot be selectively routed due to an *ANI failure,* garbled digits or other causes. Such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP. This is a standard feature of E911 Service when the service is equipped with selective routing. No ANI/ALI data is provided when a call is sent to Default Routing.

8. Emergency Service Number (ESN)

   A number that defines the set of emergency services (e.g. police, fire, emergency medical) within a particular district or zone. An ESN is associated with the primary PSAP and possibly one or more secondary PSAPs.

9. End Office

   The Central Office(s) in the E911 System from which E911 calls are originated.

10. Enhanced 911 (E911) Control Office

    The office providing tandem switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR feature, standard Speed Calling features, call transfer capability and certain maintenance functions for each PSAP.

11. Enhanced 911 Service Area

    The geographic area in which the customer will respond to all E911 calls and dispatch appropriate emergency assistance.

12. Enhanced MF Signaling (EMFS) (N)

    A signaling protocol for sending 10 or 20 digits of ANI from the 911 Tandem to the PSAP. EMF Signaling is required when five or more area codes are served by a single 911 tandem. (N)

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A24. EMERGENCY REPORTING SERVICES
A24.1 UNIVERSAL EMERGENCY NUMBER SERVICE - 911 (CONT'D)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

B. Definition of Terms (Cont'd)

13. Forced Disconnect

A function of the E911 Central Office trunk circuit which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E911 exchange lines and is a standard feature of E911 Service.

14. Manual Transfer (T)

A feature that enables the PSAP attendant to transfer an incoming call by dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code. Manual Transfer is associated with the E911 trunk and is a standard feature of E911 Service.

15. Master Street Address Guide (MSAG) (T)

A listing of all streets and house number ranges within a 911 service area. The streets and address ranges are assigned selective routing codes, or emergency service numbers (ESNs), to enable proper routing of 911 calls.

(M)

16. Public Safety Answering Point (PSAP) (T)

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls (voice and data) on a transfer basis via the tandem only and generally serve as a centralized answering location for a particular type of emergency call. Remote PSAPs receive ANI and ALI (data only) information on a transfer basis via a private line from Primary or Secondary PSAPs. Additional private line rates will apply to each PSAP requiring dedicated line remote operation. PSAPs are staffed by employees of agencies such as police, fire or emergency medical or by employees of a common bureau serving a group of such entities.

17. Selective Routing (SR) (T)

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party and associated ESN.

Material previously appearing on this page now appears on page(s) 24.1 of this section.

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A24. EMERGENCY REPORTING SERVICES

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

B. Definition of Terms (Cont'd)

18. Serving Central Office (T)

The Central Office from which a PSAP, either primary or secondary, is served.

19. Universal Emergency Number Service (T)

A telephone exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAPs established and operated by the customer. The lines and equipment specified in this Tariff section that are associated with the service arrangement for the answering, transferring and dispatching of public emergency telephone calls are included.

20. Universal Emergency Number Service Customer (T)

A municipality or other county or local governmental unit or an authorized agent of one or more municipalities or other county or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls, at the minimum for police and fire service.

21. *Wire Center* (T)

The term "Wire Center" denotes the local telephone dial switching office serving subscribers in a well defined area.

22. Wireless Carrier (T)

A person or entity who provides Commercial Mobile Radio Service (CMRS). The term wireless carrier includes service provided by any wireless, real-time, two-way voice communication device, including radio-telephone communications used in cellular service, personal communication service (PCS), or the functional or competitive equivalent. The term does not include service providers whose customers do not have access to 911 or a 911-like service.

C. Service Features

1. E911 Service is available in four service feature offerings:

   a. Automatic Number Identification (ANI)

      Charges are based on the total number of access lines served by the local switching offices equipped for ANI only.

   b. Automatic Number Identification and Selective Routing (ANI/SR)[1]

      Note 1: When SR is introduced different features may be applied to the SR subsets without being applied to the total access lines served by the local switching office. Thus, where two jurisdictions are served by a local switching office each jurisdiction may select a different feature combination as long as SR is one of the features.

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A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

C. Service Features (Cont'd)

1. E911 Service is available in four service feature offerings: (Cont'd)

   b. Automatic Number Identification and Selective Routing (ANI/SR)[1] (Cont'd)

   Charges are based on the total number of access lines to which both ANI and SR applies.

   c. Automatic Number Identification and Automatic Location Identification (ANI/ALI)

   Charges are based on the total number of access lines served by the local switching office equipped for ANI and ALI but not SR.

   d. Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR)[1]

   Charges are based on the total number of access lines to which ANI, ALI and SR apply.

   e. **(DELETED)** (D)

2. The following standard features are included with each of the service offerings:

   a. Forced Disconnect

   b. Default Routing

   c. Alternate Routing (Night Service)[2]

   d. Speed Calling

   e. Central Office Transfer Arrangements

D. Rates and Charges

1. Service Ordering Charge

   a. A Service Ordering Charge will be applied on a per service order basis as covered in Section A4. of this Tariff. *Premises visit charges are not applicable with E911.*

2. Messages

   a. The calling party is not charged for calls placed to the 911 number.

Note 1: When SR is introduced different features may be applied to the SR subsets without being applied to the total access lines served by the local switching office. Thus, where two *jurisdictions are served by a local switching office each jurisdiction may select a different* feature combination as long as SR is one of the features.

Note 2: Night service is implemented by employing a private line circuit between the E911 control office and the PSAP. This circuit will be billed at rates specified in the Private Line Service Tariff. Night service is only available where facilities exist.

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

2. Messages (Cont'd)

b. Charges for applicable local and/or toll messages transferred over exchange facilities from a PSAP are billed to that PSAP as covered in other sections of this Tariff based on rates applicable from the Central Office serving the PSAP initiating the transfer to the point of termination of the transfer.

3. Service Features

a. The following features are provided on a tiered structure based on the total number of access lines located within the boundaries of a customer's E911 System, including ***Bell and non-Bell*** access lines. Rates and charges will be applicable for the following Tiers:[1] (T)

Tier I - 1,000 to 20,000 Access Lines

Tier II - 21,000 to 40,000 Access Lines

Tier III - 41,000 to 100,000 Access Lines

Tier IV - Greater than 100,000 Access Lines

The following features are provided for application with access lines within the Company's serving jurisdiction and for access lines within ***an independent*** local exchange company's serving jurisdiction when that company agrees to accept rates provided in this Tariff.[1] (T)

(1) Automatic Number Identification[2]

		Nonrecurring Charge	Monthly Rate	USOC
(a)	Tier I, per 1000 Access Lines	$835.00	$63.00	9UK1X
(b)	Tier II, per 1000 Access Lines	835.00	63.00	9UK2X
(c)	Tier III, per 1000 Access Lines	500.00	47.00	9UK3X
(d)	Tier IV, per 1000 Access Lines	280.00	21.00	9UK4X

(2) Combined Automatic Number Identification and Selective Routing[2] (T)

(a)	Tier I, per 1000 Access Lines	2,195.00	135.00	9UN1X
(b)	Tier II, per 1000 Access Lines	2,195.00	135.00	9UN2X

Note 1: For selection of the appropriate tier or tiers for an E911 System, A24.1.1.C. of this Tariff also applies.

Note 2: Rounded to nearest 1000 access lines per service feature per company (excluding all types of WATS terminations). This count is based upon the number of access lines in service at the time service is established. *This count will be adjusted **annually** to update customer billing. For* each service feature, where the count of access lines has been adjusted upward, only monthly recurring rates apply for each 1000 access lines so adjusted (after rounding).

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

3. Service Features (Cont'd)

a. (Cont'd)[1]

(3) Combined Automatic Number Identification and Selective Routing[2] (Cont'd)

	Nonrecurring Charge	Monthly Rate	USOC
(c) Tier III, per 1000 Access Lines	$1,670.00	$105.00	9UN3X
(d) Tier IV, per 1000 Access Lines	1,405.00	73.00	9UN4X
(4) Combined Automatic Number and Location Identification[2]			
(a) Tier I, per 1000 Access Lines	2,370.00	180.00	9UQ1X
(b) Tier II, per 1000 Access Lines	2,370.00	180.00	9UQ2X
(c) (Obsoleted, See Section A124.)	-	-	NA
(d) (Obsoleted, See Section A124.)	-	-	NA
(e) Tier III, per 1000 Access Lines	1,800.00	145.00	9UQ3X
(f) Tier IV, per 1000 Access Lines	1,515.00	115.00	9UQ4X
(5) Combined Automatic Number and Location Identification and Selective Routing[2]			
(a) Tier I, per 1000 Access Lines	2,370.00	185.00	9US1X
(b) Tier II, per 1000 Access Lines	2,370.00	185.00	9US2X
(c) (Obsoleted, See Section A124.)	-	-	NA
(d) (Obsoleted, See Section A124.)	-	-	NA
(e) Tier III, per 1000 Access Lines	1,800.00	150.00	9US3X
(f) Tier IV, per 1000 Access Lines	1,515.00	115.00	9US4X
(6) **(DELETED)**			(D)

Note 1: For selection of the appropriate tier or tiers for an E911 System, A24.1.1.C. of this Tariff also applies.

Note 2: Rounded to nearest 1000 access lines per service feature per company (excluding all types of WATS terminations). This count is based upon the number of access lines in service at the time service is established. This count will be adjusted ***annually*** to update customer billing. For each service feature, where the count of access lines has been adjusted upward, only monthly recurring rates apply for each 1000 access lines so adjusted (after rounding). (T)

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

3. Service Features (Cont'd)

a. (Cont'd)[1]

(7) (Obsoleted, See Section A124.) (New Customers See d. following)

b. (Obsoleted, See Section A124.)

c. (Obsoleted, See Section A124.)

d. The following features are provided for ***non-Bell*** access lines served by ***independent*** local exchange compan***ies, competitive local exchange companies, and/or wireless carriers*** in jurisdiction***s where the Company is the provider of the E911 service.***[1] (C)

(1) Selective Routing provided for ***non-Bell*** access l***ines***[2] (C)

		Nonrecurring Charge	Monthly Rate	USOC
(a)	Tier I, per 1000 Access Lines	**$2,165.00**	**$125.00**	**9UR1X**
(b)	Tier II, per 1000 Access Lines	**2,165.00**	**125.00**	**9UR2X**
(c)	Type III, per 1000 Access Lines	**1,640.00**	**82.00**	**9UR3X**
(d)	Tier IV, per 1000 Access Lines	**1,395.00**	**64.00**	**9UR4X**

Note 1: For selection of the appropriate tier or tiers for an E911 System, A24.1.1.C. of this Tariff also applies.

Note 2: Rounded to nearest 1000 access lines per service feature (excluding all types of WATS terminations). This count is based upon the number of access lines in service at the time service is established. The count will be adjusted ***annually*** to update customer billing. ***All non-Bell lines, including wireless pseudo-ANI records (P-ANIs), will be grouped together and rounded to the nearest 1,000 access lines for billing purposes.*** For each service feature, where the count of access lines has been adjusted upward only monthly recurring rates apply for each 1000 access lines so adjusted (after rounding). ***For purposes of counting access lines for wireless carriers, the quantity of P-ANI records will be used in lieu of access lines.*** (T)

A24. EMERGENCY REPORTING SERVICES

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

3. Service Features (Cont'd)

d. (Cont'd)[1]

(2) Combined Automatic Location Identification and Selective Routing provided for ***non-Bell*** *access lines*[2]

		Nonrecurring Charge	Monthly Rate	USOC	
(a)	Tier I, per 1000 Access Lines	**$2,340.00**	**$175.00**	**9UL1X**	
(b)	Tier II, per 1000 Access Lines	**2,340.00**	**175.00**	**9UL2X**	
(c)	Tier III, per 1000 Access Lines	**1,770.00**	**130.00**	**9UL3X**	
(d)	Tier IV, per 1000 Access Lines	**1,505.00**	**105.00**	**9UL4X**	

4. The following features are provided on a non-tiered structure based on the total number of access lines in wire centers serving the 911 System or Systems.

a. Miscellaneous

(1) Additional (optional) E911 Exchange Line terminating at PSAP

(a)	Each	**105.00**	**14.25**	**E8K**	
(2)	Enhanced Multi-Frequency Signaling (EMFS)[3]				(N)
(a)	Per PSAP	-	-	**XTAMF**	(N)

5. (Obsoleted, See Section A124).

Note 1: For selection of the appropriate tier or tiers for an E911 System, A24.1.1.C. of this Tariff also applies.

Note 2: Rounded to nearest 1000 access lines per service feature (excluding all types of WATS terminations). This count is based upon the number of access lines in service at the time service is established. The count will be adjusted annually to update customer billing. All non-Bell lines, including wireless pseudo-ANI records (P-ANIs), will be grouped together and rounded to the nearest 1,000 access lines for billing purposes. For each service feature, where the count of access lines has been adjusted upward only monthly recurring rates apply for each 1000 access lines so adjusted (after rounding). For purposes of counting access lines for wireless carriers, the quantity of P-ANI records will be used in lieu of access lines.

Note 3: Enhanced Multi-Frequency Signaling (EMFS) is required per PSAP on all tandem to PSAP trunk groups when five or more NPAs (area codes) are resident in one of the 911 tandems serving the PSAP. EMFS delivers ten digits of ANI that includes the 3 digit NPA and the 7 *digit telephone number.* (N)

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A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

5. (Obsoleted, See Section A124.) (Cont'd) (O)

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

5. (Obsoleted, See Section A124) (Cont'd) (O)

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

5. (Obsoleted, See Section A124.) (Cont'd) (O)

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

5. (Obsoleted, See Section A124.) (Cont'd) (O)
6. (Obsoleted, See Section A124.)
7. Additions, Moves or Changes
   a. **(DELETED)** (D)
   b. Charges for customer requests that necessitate additions, moves, or changes of access facilities and/or equipment on Company premises will be based upon costs per request. Any additional hardware or PSAP equipment will be at the expense of the subscriber.
   c. Installation of additional network or other facilities to maintain a satisfactory grade of service will be provided by the Company at no additional charge to the customer.
   d. Nonrecurring charges for customer requests that involve an upgrade of the Service Features (Reference A24.1.4.D.) will be at the amount equivalent to the nonrecurring charges for the new Service Feature package less the nonrecurring charges for the existing Service Feature package.
8. Metropolitan Dade County System
   a. Service Features
      (1) Current E911 Service

	Monthly Rate	USOC
(a) Dade County, per 1000 Access Lines[1]	**$49.40**	**UUK1X**

Note 1: Rounded to nearest 1000 access lines per service feature per company (excluding all types of WATS terminations). This count is based upon the number of access lines in service at the time service is established. This count will be adjusted ***annually*** to update customer billing. For each service feature, where the count of access lines has been adjusted upward only monthly recurring rates apply for each 1000 access lines so adjusted (after rounding). (T)

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

8. Metropolitan Dade County System (Cont'd)

a. Service Features (Cont'd)

(1) Current E911 Service (Cont'd)

		Monthly Rate	USOC
(b)	City of Miami, per 1000 Access Lines[1]	$50.96	UUK2X
(c)	City of Hialeah, per 1000 Access Lines[1]	63.26	UUK3X

(2) Combined Automatic Number and Location Identification

		Service Establishment Charge	Monthly Rate	USOC
(a)	First 12 months of service, per 1000 Access Lines[1]	$100.00	$71.00	UUQ1X
(b)	Second 12 months of service, per 1000 Access Lines[1]	-	85.00	UUQ2X
(c)	Third 12 months of service, per 1000 Access Lines[1,2]	-	-	*9UQ4X*

(3) Combined Automatic Number and Location Identification and Selective Routing

(a)	First 12 months of service, per 1000 Access Lines[1]	153.00	80.00	UUS1X
(b)	Second 12 months of service, per 1000 Access Lines[1]	-	93.95	UUS2X
(c)	Third 12 months of service, per 1000 Access Lines[1,2]	-	-	9US4X

b. (Obsoleted, See Section A124). (O)

Note 1: Rounded to nearest 1000 access lines per service feature per company (excluding all types of WATS terminations). This count is based upon the number of access lines in service at the time service is established. This count will be adjusted ***annually*** to update customer billing. For each service feature, where the count of access lines has been adjusted upward only monthly recurring rates apply for each 1000 access lines so adjusted (after rounding). (T)

Note 2: Beginning in the third year, the rates for this service shall be equivalent to the standard tariff rates as described in A24.1.4.D.3.a. for a Tier IV subscriber.

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

8. Metropolitan Dade County System (Cont'd)

b. (Obsoleted, See Section A124) (Cont'd) (O)

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

8. Metropolitan Dade County System (Cont'd)

b. (Obsoleted, See Section A124) (O)

c. (Obsoleted, See Section A124) (O)

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

8. Metropolitan Dade County System (Cont'd)

c. (Obsoleted, See Section A124) (Cont'd) (O)

d. (Obsoleted, See Section A124) (O)

A24. EMERGENCY REPORTING SERVICES (T)

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

8. Metropolitan Dade County System (Cont'd)

d. (Obsoleted, See Section A124) (Cont'd) (O)

e. **(DELETED)** (D)

(T)

A24. EMERGENCY REPORTING SERVICES

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.4 Enhanced Universal Emergency Number Service-E911 (Cont'd)

D. Rates and Charges (Cont'd)

8. Metropolitan Dade County System (Cont'd)

f. Service Establishment Charges

(1) E911 Generic Feature Package Developmental Charges

	Nonrecurring Charge	USOC
(a) Each	$22,376.75	NA
(2) PDSP and Peripheral Interface Development Charges		
(a) Each	160,820.00	NA
(3) Data Management System - Development and Conversion		
(a) Charges for Selective Feature Routing	61,998.75	NA
(4) Development and Implementation of Initial Training Program		
(a) Per PSAP	317.50	NA
(b) Per Console	5.50	NA
(5) System Implementation Charges		
(a) Each	10,193.75	NA

A24.1.5 Wireless E911 Phase 2

A. Description of Service

Wireless E911 Phase 2 is only available in combination with Enhanced Universal Emergency Number Service – E911 as pecified in A24.1.4. and is subject to the regulations specified therein.

In accordance with the FCC's Report and Order 94-102, *W*ireless E911 Phase 2 provides PSAPs with the wireless E911 caller's location and callback number (CBN) information, as specified by the FCC. The FCC has adopted specific handset-based and network-based location accuracy and reliability solutions' standards for the Wireless Service Providers (WSPs). (T)

B. General Regulations

1. The Company is not responsible for the location determination technology, the accuracy of the location determination technology, or the investigation or maintenance of said technologies. Only the data required and specified by the FCC in its Report and Order 94-102 will be delivered by the Company to the PSAP. This required data includes the cell site or sector location, the callback number, and the longitude/latitude of the caller. Each customer agrees that delivery, or lack of delivery, of additional data elements which may be provided by the WSP will not be the responsibility of the Company and the Company assumes no responsibility or liability for such information.

2. PSAPs must have all required elements of Wireless E911 Phase 1, utilizing p-ANI routing and cell site/sector location based information, in place before implementing Phase 2. In addition, the following requirements must be met ***for*** Phase 2 implementation: (T)

a. ***PSAPs must order both the BellSouth Extended ALI Display Format and the ALI Database Upgrade for Wireless Phase 2 to accommodate the x/y data provided by Wireless E911 Phase 2 Service.*** See rates in F. following. (C)

b. WSPs must have Position Determining Entity (PDE) and a Mobile Position Center (MPC)***/Gateway Mobile Location Center (GMLC)*** in their network. (C)

c. WSPs must have obtained a***n E2*** interface to BellSouth's ALI database ***that complies with the latest issue of BellSouth Technical Reference 73610. This interface will be used by the WSP*** to provide the Phase 2 data. (C)

A24. EMERGENCY REPORTING SERVICES

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.5 Wireless E911 Phase 2 (Cont'd)

C. Definition of Terms

1. Callback Number (CBN)

   The wireless caller's 10-digit handset telephone number. The CBN is used by the PSAP to reestablish a call in the event the call was prematurely disconnected.

2. E2 Interface

   A reference point for a data path that exists between an MPC/GMLC and an ESME (the ALI database). The data that traverses the E2 interface is made up of an Emergency Services Position Request and the response. The E2 interface is not provided by and is not the responsibility of the Company.

3. Emergency Services Message Entity (ESME)

   An entity in the emergency services network which serves as the point of interface to an MSC for common channel emergency services messaging. ESME is another term for the ALI database.

4. Enhanced MF Signaling (EMFS) (N)

   A signaling protocol for sending 10 or 20 digits of ANI from the 911 Tandem to the PSAP. EMF Signaling is required when an interconnecting Wireless Service provider selects Phase 2 NCAS mode without WLS911. (N)

5. Mobile Position Center (MPC) (T)

   The interface between the wireless network and the BellSouth ALI databases. The MPC serves as the wireless network entity which retrieves, forwards, stores, and controls position data within the wireless location network. The MPC is not provided by and is not the responsibility of the Company. Global System for Mobile (GSM) communication Gateway Mobile Location Centers (GMLCs) will be treated as MPCs by the Company.

6. Mobile Switching Center (MSC) (T)

   The wireless equivalent of a Central Office, which provides switching functions for wireless calls. The MSC is not provided by and is not the responsibility of the Company.

7. Phase 2 NCAS (T)

   In this mode the p-ANI and the CBN both are sent to the Selective Router. The trunk between the Selective Router and the PSAP must support transport of at least two 10-digit numbers.

8. Position Determining Entity (PDE) (T)

   The PDE determines the geographic location of a wireless handset when the wireless caller places a 911 call or while the call is in process. The PDE is not provided by and is not the responsibility of the Company.

9. Pseudo-ANI (P-ANI) (M)(T)

   A pseudo, non-dialable telephone number assigned to a cell site or a sector of a cell site to provide location identification for wireless E911 calls. (M)

10. WLS911 (T)

    The BellSouth solution that sends either eight or ten digits of ANI to the PSAP and dynamically updates the static cell site or sector information with the CBN as provided by the WSP. This solution when used in conjunction with a WSP's E2 interface allows WSPs to comply with the FCC's order without requiring PSAPs to upgrade their PSAP equipment to utilize Enhanced MF signaling.

11. Wireless Service Provider (WSP) (T)

    A person or entity that provides Commercial Mobile Radio Service (CMRS). The term wireless includes service provided by any wireless real-time, two-way voice communication device, including radio-telephone communications used in cellular telephone service, personal communication service (PCS), or functional or competitive equivalent. The term does not include service providers whose customers do not have access to 911 or 911-like services.

12. Wireline Compatibility Mode (T)

    Occurs when the WSP sends only p-ANI to the BellSouth E911 tandem and the PSAP receives eight or ten digits of ANI.

13. X,Y Coordinates (T)

    The longitude and latitude of the 911 wireless caller's location. (M)

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Material appearing on this page previously appeared on page(s) 8 of this section.
Material previously appearing on this page now appears on page(s) 24.2 of this section.

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A24. EMERGENCY REPORTING SERVICES

A24.1 Universal Emergency Number Service - 911 (Cont'd)

A24.1.5 Wireless E911 Phase 2 (Cont'd)

D. Enhanced MF (M)

Enhanced MF (EMF) is a new signaling protocol from the 911 Tandem to the PSAP. Enhanced MF accommodates either ten or 20 digits of ANI. Enhanced MF is not a requirement of Wireless Phase 2 implementation but EMF must be used by PSAPs when an interconnecting Wireless Service Provider chooses the Phase 2 NCAS Mode (as defined in J-STD-036 Annex D, Table D.1.2. and/or D.2.), without WLS911. If an interconnecting WSP chooses a Phase 2 NCAS solution without WLS911, the PSAP's equipment must be 20-digit Enhanced MF capable as described in BellSouth's Technical Reference # 73528. The PSAP must request the Company convert them to EMF signaling when preparing to accept Phase 2 calls from a WSP utilizing Phase 2 NCAS without WLS911. Once a PSAP has been converted to 20 digit EMF Signaling the functionality of WLS911 is disabled for all WSPs serving that PSAP. (M)(T)

E. Wireless E911 Phase 2 Service

This service is comprised of two components, Extended ALI Display Format and ALI Database Upgrade for Wireless Phase 2. Both components are required for implementation of this service.

1. Extended ALI Display Format

The PSAP's Automatic Location Identification (ALI) display format must be changed to the BellSouth Extended ALI Display Format to accommodate the longitude and latitude, or x,y coordinates. The provision and delivery of the x,y information to the PSAP requires an E2 interface between the ALI database and the WSP's Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC). The provisioning of the E2 interface is the responsibility of the WSP.

2. ALI Database Upgrade for Wireless Phase 2

The ALI Database Upgrade for Wireless Phase 2 enables the PSAP to query and retrieve wireless caller location information from the Company's Automatic Location Identification (ALI) database. Location information may include cell site sector location, longitude and latitude of the wireless caller's location, and the wireless caller's callback number (CBN). This upgrade will enable the necessary interfaces, software, and databases to permit the wireless caller's location information to be populated in the Company's ALI database and/or retrieved when queried by the customer's PSAP equipment.

F. Rates and Charges

		Nonrecurring Charge	Monthly Rate	USOC	
(1)	Enhanced MF signaling, per PSAP	$-	$-	*XTAMF*	(C)
(2)	Extended ALI Display Format, per PSAP	2,200.00	-	XTAL2	(T)
(3)	ALI Database Upgrade for Wireless Phase 2, per PSAP	-	190.00	XTAP2	

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A24. EMERGENCY REPORTING SERVICES

A24.2 *BellSouth* 9-1-1 PinPoint Service (T)

A24.2.1 General

A. 9-1-1 PinPoint *S*ervice allows a Private Branch Exchange (PBX) switch located on a customer's premises to be trunked directly into an E911 tandem office, delivering the telephone number and location of the PBX end user to the appropriate Public Safety Answering Point (PSAP). (T)

B. 9-1-1 PinPoint *S*ervice is available with BellSouth Primary Rate ISDN (PRI) or ***9-1-1*** PinPoint ***Service*** Local Channels as described in this section. ***9-1-1*** PinPoint ***Service*** Local Channels are not required if using BellSouth PRI service. (T)

A24.2.2 Regulations

A. 9-1-1 PinPoint *S*ervice is furnished subject to the availability of facilities. (T)

B. Automatic Number Identification (ANI) which is passed to the Company E911 tandem office by the PBX switch is read, processed and utilized in the manner as if it is provided by any other serving end office in the Company's E911 system.

C. The emergency agency serving the area may also be involved to update the Master Street Address Guide (MSAG) and to determine the method in which emergency calls from 9-1-1 PinPoint *S*ervice locations will be handled. (T)

D. The following specifications must be met when provisioning this service:

1. Subscribers to 9-1-1 PinPoint *S*ervice must meet all BellSouth technical specifications. (T)
2. The PBX switch must be able to transmit ANI using multi-frequency signals. This may require the retro-fitting of existing PBX switches with interfaces which will work with the Company's E911 system.
3. The PBX switch owner/operator must supply the Company with the initial telephone number-to-address data as well as periodic updates.
4. 9-1-1 PinPoint Service is configured on a "per account" basis. All telephone numbers on a BellSouth Direct Inward Dial (DID) or Primary Rate ISDN (PRI) account equipped with 9-1-1 PinPoint Service must be provisioned with 9-1-1 PinPoint Service. The Customer cannot randomly select which telephone numbers on an account will have the Service. (N)
5. Users of 9-1-1 PinPoint *S*ervice are prohibited from provisioning PBX station numbers outside the boundary of the E9-1-1 tandem serving the physical address of the main PBX location. 9-1-1 calls from any telephone numbers provisioned outside the boundary of the serving E9-1-1 tandem would be routed to an incorrect PSAP with no location information. An alternative arrangement could involve PRI terminations from multiple central offices to accommodate a wider geographic area. In that configuration, no PBX station numbers can be provisioned at addresses outside the boundary of the tandem serving the PRI host. The subscribing 9-1-1 PinPoint *S*ervice customer is responsible for ensuring that 9-1-1 PinPoint *S*ervice is provisioned in a compliant configuration that will ensure that 9-1-1 calls are routed correctly with the correct location information. (T)
6. The PBX switch must employ BellSouth Direct Inward Dial (DID) or BellSouth PRI station numbers. If the PBX is serving subscribers with multiple NPAs, a unique PBX trunk group will be needed for each NPA (whether it be ***9-1-1*** PinPoint Local Channels or PRI). ***9-1-1 PinPoint Service is not available on Centrex or "Centrex-like" station numbers.*** (C)
7. It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating under such system. (T)

E. The PBX switch owner/operator must install a minimum of two private E911 local channels (except for PRI) with the following specifications:

1. This voice grade local channel provides for a communications path between the demarcation point at the customer premises and the serving E911 tandem.
2. The PBX switch owner/operator is responsible for determining that ***his*** terminal equipment is compatible with this local channel.
3. Supervision on this 9-1-1 PinPoint service *L*ocal *C*hannel will be loop reverse battery. The battery source is located in the Company's network and will be a nominal -48V(-42.75V to -56.5V dc). (T)
4. The PBX will signal an off hook (or seizure) by providing a loop closure across tip and ring with a maximum resistance of 670 ohms. The Company's serving E911 tandem office will instruct the PBX to forward the called digits "911" or "11" with a momentary battery reversal (wink). The E911 tandem will instruct the PBX to send the calling station's number (ANI) information with a battery reversal (off hook).
5. Additional regulations may be applicable as described in Section B3. of the Company's Private Line Service Tariff.
7. Required network interfaces are located in Section A14. of this Tariff.

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(M)

Material previously appearing on this page now appears on page(s) 26 of this section.

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A24. EMERGENCY REPORTING SERVICES

A24.2 *BellSouth* 9-1-1 PinPoint Service (Cont'd) (T)

A24.2.2 Regulations (Cont'd)

F. Service charges, as specified in Section A4. of this Tariff, are applicable. (M)

G. General Regulations located in Section A2. of this Tariff will also apply to this service offering. (M)

H. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 9-1-1 PinPoint *S*ervice. The provision of 9-1-1 PinPoint *S*ervice by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer. (T)

I. The rates charged for 9-1-1 PinPoint *S*ervice do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgement of the customer, are required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the service is not functioning properly. (T)

J. The Company's entire liability to any person for the interruption or failure of 9-1-1 PinPoint *S*ervice shall be limited to the terms set forth in this Section and other Sections of this Tariff. The Company shall neither be liable for damages resulting from or in connection with its provision of 9-1-1 PinPoint *S*ervice to any customer subscribing to 9-1-1 PinPoint *S*ervice or any person accessing or using 9-1-1 PinPoint *S*ervice and nor shall the Company be liable for its provision of any telephone number, address, or name to any entity providing 911 *S*ervice or to a public safety answering point, unless the Company acted with malicious purpose or in the manner exhibiting wanton and willful disregard of safety or property in providing such services. (T)

K. Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 PinPoint *S*ervice features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using 9-1-1 PinPoint *S*ervice hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them. (T)

L. Each Customer is responsible for assuring that its authorized users comply with the provisions of these terms and the tariffs and that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to the Customer pursuant to these terms. Specifically, each Customer must keep user IDs, passwords, and any security token(s) that may be provided secure from use by any unauthorized individual. The Customer shall also not use the Services in any way that would be or would assist any third party to be in violation of any law or these terms. Each Customer shall comply with all applicable laws, rules, and regulations in connection with the Services. Finally, the Customer shall provide such information and assistance as are reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of Services to the Customer. (N)

(M)

Material appearing on this page previously appeared on page(s) 25 of this section.
Material previously appearing on this page now appears on page(s) 26.1 of this section.

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A24. EMERGENCY REPORTING SERVICES

A24.2 BellSouth 9-1-1 PinPoint Service (Cont'd) (N)

A24.2.2 Regulations (Cont'd) (N)

M. When an order for 9-1-1 PinPoint Service and facilities or requests for additions, rearrangements, relocations or modifications or service and equipment are canceled in whole or in part, the customer may be required to reimburse the Company for all expenses incurred in handling the requests before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed. (M)(T)

N. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section A2. of this Tariff. (M)(T)

O. In the event of any interruption of the service the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service. (M)(T)

P. Other Rules and Regulations located in A24.1. preceding will also apply to this service offering as appropriate. (M)(T)

Material appearing on this page previously appeared on page(s) 26 of this section.

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A24. EMERGENCY REPORTING SERVICES (T)

A24.2 *BellSouth* 9-1-1 PinPoint Service (Cont'd) (T)

A24.2.3 Payment Schedules (T)

A. General (T)

9-1-1 PinPoint *S*ervice is offered for a 60 month contract period at the rates and charges indicated in this sub-section. 9-1-1 PinPoint *S*ervice disconnected prior to 60 months will be subject to cancellation charges. (T)

B. Transfer of Contract

Service may be transferred to a new subscriber at the same location upon prior written concurrence by the new subscriber as specified in Section A2. of this Tariff.

C. Deferred Payment

Nonrecurring charges may be deferred or installment billed as specified in Section A2. of this Tariff.

D. Prepayment

Recurring charges may be prepaid as specified in Section A2. of this Tariff.

E. Cancellation Charges

Cancellation charges will be applied where service is removed prior to the expiration of the 60 month contract period.

F. Moves of Service

1. When the PBX owner/operator moves 9-1-1 PinPoint *S*ervice: (T)
   a. Cancellation charges do not apply
   b. 60 month rates in effect will continue uninterrupted
   c. 9-1-1 PinPoint *S*ervice nonrecurring charges do not apply. (T)
   d. 9-1-1 PinPoint *S*ervice local channel charges apply as appropriate. (T)

A24.2.4 Rates and Charges

A. *9-1-1 PinPoint Service* (T)

1. Installation Charge, Per Customer

		Nonrecurring Charge	Monthly Rate	USOC
(a)	Up to 1,000 station records, per customer	$3,600.00	$-	E8YN1
(b)	1,001 to 4,000 station records, per customer	4,800.00	-	E8YN2
(c)	4,001 *or more station records, per customer*	5,900.00	-	E8YN3

2. 60 Month Contract Period - Monthly Charges, per 1,000 records

(a)	Up to 1,000 station records, per 1,000 records	-	178.00	E8Y61

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Exhibit ___ (CSL-9)
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A24. EMERGENCY REPORTING SERVICES[1] (N)

A24.2 9-1-1 PinPoint* Service (Cont'd)

A24.2.4 Rates and Charges (Cont'd)

A. 9-1-1 PinPoint* Service (Cont'd)

2. 60 Month Contract Period - Monthly Charges, per 1,000 records (Cont'd)

		Nonrecurring Charge	Monthly Rate	USOC
(b)	1,001 to 4,000 station records, per 1,000 records	$-	$155.00	E8Y62
(c)	4,001 or more station records, per 1,000 records	-	130.00	E8Y63

B. 9-1-1 PinPoint* Service Local Channels

1. Per Channel

(a)	First channel, each	475.00	-	E8YCT
(b)	additional channels, each	105.00	-	E8YCU
(c)	Each channel	-	55.00	E8YCV

C. Cancellation Charges

1. The following charge is incurred when a total disconnect of 9-1-1 PinPoint* service occurs during the 60 month contract period.

(a)	Per system disconnect	2,500.00	-	E8YDX

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Docket No. 070736-TP
Exhibit ___ (CSL-9)
AT&T Florida Tariff
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EXHIBIT NO. 23

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Public Utilities Commission of the State of California Final Arbitrator'sReport (California Order), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 23
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-10)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CSL-10

DOT/tcg 8/24/2001

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.	Application 00-12-025 (Filed December 20, 2000)

FINAL ARBITRATOR'S REPORT

I. Background

On December 20, 2000, SCC Communications Corporation (SCC)[1] filed a petition for arbitration of an interconnection agreement (ICA or agreement) with SBC Communications Inc. (SBC) pursuant to Section 252(b) of the Telecommunications Act of 1996 (Act) and the Commission's Arbitration Rules set forth in Resolution ALJ-181.[2]

On March 27, 2000, SCC requested that SBC enter into negotiations for an ICA in Texas. SCC later decided to pursue a multi-state interconnection agreement with SBC, which would include interconnection with SBC's

[1] At the hearing on this matter, SCC disclosed that it has since changed its name to Intrado. To avoid confusion, I will continue to refer to the applicant by the name of SCC under which it filed the application.

[2] Resolution ALJ-181, adopted October 5, 2000, sets forth "Revised Rules Governing Filings Made Pursuant to the Telecommunications Act of 1996."

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subsidiary, Pacific Bell Telephone Company (Pacific) in California.[3] The parties continued to engage in negotiations from March 2000 to December 2000, and agreed to extend the deadline for filing a petition of arbitration.[4] I find that SCC's application and request for arbitration was timely filed.

In its filings in this petition for arbitration, SCC states that it provides competitive telecommunications services in 19 states and the District of Columbia, and it has applications pending to provide telecommunications services in 13 other states, including California.[5] SCC states that its services facilitate, enhance, and advance the provision of emergency services by aggregating and transporting traditional and non-traditional emergency call traffic from end users of wireline, wireless, and telematics[6] service providers.

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[3] In its motion and response, Pacific notes that it, and not its parent company SBC, is the appropriate party with which a requesting telecommunications carrier may seek interconnection in the state of California. Consequently, the arbitrator's report will hereinafter refer to Pacific rather than SBC.

[4] Attachment 29 of the Application (A.) 00-12-025 contains a memorandum of understanding between the parties that extends the deadline for filing for arbitration to December 5, 2000. SCC's petition for arbitration was submitted to the Commission on December 4, 2000 but was not formally accepted until December 20, 2000 because SCC was required to file a certificate of public convenience and necessity (CPCN) application in order to request arbitration in California per Commission rules. SCC's CPCN application was filed on December 15, 2000.

[5] In A.00-12-016, SCC requests a CPCN to provide facilities-based and resold local exchange services in California. That application is currently pending.

[6] According to SCC, "telematics" devices combine electronic sensors, wireless communications technologies, and/or location determination technologies. Typically, these devices are supported by a call center operated by a telematics service provider that provides concierge type services such as driving directions, reservations and roadside assistance. (See Direct Testimony of Cynthia Clugy (Exhibit 1), pg. 13-14.) Telematics service providers include On Star and AAA Response. (SCC Brief, 7/5/01, pg. 4.)

SCC delivers 9-1-1 calls and other emergency call traffic to incumbent local exchange carriers' Selective Routing Tandems for transport to the appropriate Public Safety Answering Point (PSAP).

SCC does not currently have an ICA with Pacific. The petition for arbitration lists numerous unresolved issues arising during the negotiations between SCC and Pacific.

On December 27, 2000, Pacific filed a motion to dismiss the petition for lack of jurisdiction. Pacific claims that SCC is not a "telecommunications carrier" as set forth in Section 153(44) of the Act, and is therefore not entitled to invoke a state utility commission's jurisdiction to arbitrate interconnection agreements. SCC responded in opposition to this motion on January 9, 2001. Pacific filed a reply to SCC's opposition on January 16, 2001.

According to the Commission's arbitration rules, a response to the petition for arbitration is due 25 days after the filing of the arbitration request. The assigned arbitrator, ALJ Jones, suspended the filing of a response to SCC's petition for arbitration until the Commission acted on Pacific's motion to dismiss. On January 17, 2001, the petition for arbitration was reassigned from ALJ Jones to ALJ Duda. At the same time, the parties requested a continuance of the matter for several weeks so they could engage in settlement discussions.

Because the parties were not able to resolve all of their disputed issues, ALJ Duda proceeded to review the case and issued a ruling on April 25, 2001 denying Pacific's motion for dismissal. The ruling stated that if SCC's contentions regarding the nature of its service offerings could be supported by evidence submitted at an arbitration hearing, then SCC would be considered a

"telecommunications carrier" under the Act and could request interconnection. The ruling also set a further schedule for the arbitration.[7]

SCC filed testimony in support of its arbitration request on May 8, 2001. Pacific filed a response and its testimony on June 4, 2001. The response indicated that despite their continued disagreement over whether SCC is a "telecommunications carrier" entitled to interconnection, the parties had continued to negotiate their other unresolved issues and had reached resolution on each of the substantive issues raised in the arbitration request. Thus, the threshold issue of jurisdiction raised by Pacific's motion to dismiss is the only issue remaining for decision in this arbitration. Despite disagreement on the threshold issue, Pacific attached to its response the parties' proposed ICA should the Commission conclude that SCC is a telecommunications carrier entitled to request interconnection.[8]

An initial arbitration meeting was held on June 11, 2001 and an arbitration hearing was held on June 27, 2001. Parties filed briefs on July 5, 2001 and reply briefs on July 10, 2001.

II. Pacific's Position

In its motion to dismiss, Pacific states that only "telecommunications carriers" may seek arbitration under the Act. Pacific provides the following definitions from the Telecommunications Act of 1996 (1996 Act) regarding what constitutes a "telecommunications carrier:"

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[7] The parties stipulated to extend the time period for the Commission to resolve this arbitration through September 20, 2001.

[8] On June 26, 2001, Pacific amended its response with a corrected copy of the parties' proposed agreement.

The term "telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.[9]

The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators[10] of telecommunications services (as defined in section 226 of this title).[11]

The term "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.[12]

The term "telephone exchange service" means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.[13]

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[9] 47 U.S.C. §153(43).

[10] 47 U.S.C. §226 (Section 226) states in relevant part that "the term 'aggregator' means any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services."

[11] 47 U.S.C. §153(44).

[12] 47 U.S.C. §153(46).

[13] 47 U.S.C. §153(47).

Pacific argues throughout its filings that SCC is not a competitive carrier in the local exchange market, but rather a provider of database services for the selective routing of 9-1-1 calls. First, Pacific asserts that SCC's services do not meet the definition of "telecommunications" in Section 153(43). Pacific claims that SCC does not provide a telecommunications service because the functions it performs, namely creating and updating selective routing data and providing "Automatic Location Information" (ALI),[14] are defined by the FCC as "adjunct services." Morever, Pacific claims that SCC's services are not telecommunications because the user does not specify the point of transmission and SCC changes the form and content of the information sent. Pacific contends that since SCC's Coordinate Routing Database (CRDB) routes calls to the appropriate PSAP, the points of transmission are not specified by the user as required in the definition of "telecommunications." In addition, Pacific claims that SCC adds dynamic location information to the 9-1-1 call and thus changes the form or content of the information sent.

Second, Pacific claims that SCC is not providing a "telecommunications service" as defined in Section 153(46) because it does not directly serve the public. Pacific argues that service to wireline and wireless service providers, telematics providers, and governmental agencies does not constitute service directly to "the public" because these entities are not end-users. Pacific argues that the person actually making the emergency call has no relationship with, and pays nothing to, SCC. Further, Pacific contends that SCC's tariff does not quote any specific price but merely notes that prices will be set on an "individual case

[14] ALI is subscriber information that is transmitted to the PSAP over a dedicated data circuit, in a separate transmission from the voice portion of a 9-1-1 call.

basis." Pacific claims that service under customer-specific contracts means SCC is not offering service indiscriminately to the public.

In Pacific's view, SCC sells wholesale services to other carriers and service providers who are not the end users. Therefore, it is not serving the public directly. Pacific supports this contention by asserting that the FCC made a similar finding that a carrier was not a telecommunications carrier because it provided wholesale services.[15] Pacific also claims that holdings of the FCC order it cites were affirmed on appeal to the D.C. Circuit of the United States Court of Appeals.[16]

Third, Pacific claims that SCC cannot request arbitration because it is not seeking interconnection. Interconnection is, by definition, "for the transmission and routing of telephone exchange service and exchange access."[17] According to Pacific, SCC provides selective routing information services but not telephone exchange service as defined in Section 153(47). Pacific notes that the FCC defines interconnection as the "linking of two networks for the mutual exchange of traffic."[18] Pacific claims that SCC is incapable of originating or terminating traffic that can be exchanged with Pacific, hence there is no mutual exchange of traffic between Pacific's network and SCC's. In Pacific's view, SCC does not originate calls because it does not provide the dial tone to the caller and SCC does not terminate any calls because Pacific terminates the call to the PSAP. Further,

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[15] See Re AT&T Submarine Systems., Inc., 13 FCC Rcd. 21,585 (rel. Oct. 9, 1998).

[16] See Virgin Islands Tel. Corp. v. FCC, (hereinafter Virgin Islands) 198 F.3d 921.

[17] See 47 U.S.C. §251(c)(2).

[18] 47 CFR 51.5.

SCC's customers cannot exchange calls with one another because SCC does not have assigned NPA-NXX numbers.[19]

Fourth, Pacific contends that SCC is a "go between" entity that simply aggregates 9-1-1 calls from other service providers and delivers them to Pacific's 9-1-1 Selective Routing Tandem. In Pacific's view, SCC is merely a vendor of services to the telecommunications industry that contracts with carriers and other service providers to perform one of their obligations. To support this contention, Pacific provides statements that SCC has made in other jurisdictions that it is not a telecommunications carrier. Specifically, Pacific's motion to dismiss cites a SCC brief filed before the Texas Public Utility Commission in 1999 that stated, "SCC is not a telecommunications carrier."[20] At hearing, Pacific submitted as evidence a document of the Montana Public Service Commission (PSC) that contains the statement that "SCC is not a local exchange provider and is not requesting authorization to provide local exchange service."[21] Pacific also notes that SCC has told Pacific's parent, SBC, that SCC's SafetyNet service is not in competition with SBC.[22]

In summary, Pacific states that only "telecommunications carriers" are entitled to arbitration under the Act and that SCC has not established that it

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[19] "NPA-NXX" refers to the six-digit area code/central office code designation for identifying numbering resources for routing and billing purposes under the North American Numbering Plan. The "NPA" is a three-digit code (also known as an "area code") identifying a "numbering plan area" and the NXX refers to the three-digit central office code that identifies blocks of 10,000 line numbers by rate center.

[20] See Pacific's Motion to Dismiss Petition for Arbitration, December 27, 2000, pg. 10.

[21] See Exhibit 101.

[22] See Exhibit C-2, Attachment F.

meets the definition of a telecommunications carrier. In Pacific's view, therefore, SCC is not entitled to obtain interconnection at prices based on cost.[23] While SCC claims it requires interconnection with Pacific to provide its end users with emergency services, Pacific argues that the fact that SCC will need to have a connection with Pacific's network does not automatically qualify SCC as a telecommunications carrier. According to Pacific, SCC can obtain the services it needs through Pacific's tariffed offerings or special contracts. Pacific states that it continues to negotiate with SCC concerning its request for services from Pacific and it intends to serve SCC as it would any other customer, through tariffs or negotiated contracts.

III. SCC's Position

SCC claims that Pacific lacks a full understanding of SCC's services and that its "9-1-1 SafetyNet" (SafetyNet)[24] service qualifies as "telecommunications" under the definitions in the 1996 Act. According to SCC, it offers several distinct services. One of SCC's services performs selective routing database management, which handles call routing data for delivery of 9-1-1 calls. SafetyNet, on the other hand, is a separate service that SCC characterizes as a telecommunications service.[25]

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[23] Interconnection Agreements set prices based on "total element long run incremental cost," or TELRIC.

[24] SCC clarifies that while it currently "offers" SafetyNet, it needs interconnection before it can physically provide the service in California and other states. (Hearing Transcript (Tr.) at 50.)

[25] SCC explains that selective routing is a subset of SafetyNet because SafetyNet uses a selective routing database to route a 9-1-1 call over SCC's network. (Tr. at 48-49.)

Under SafetyNet, SCC aggregates and transports 9-1-1 and emergency calls from SCC's customers to Pacific's 9-1-1 Selective Routing Tandem for ultimate transmission to the PSAP. SCC transports the caller's voice as well as data including Automatic Number Identification (ANI) and Automatic Location Information (ALI).[26] To transport the voice and data portions of these calls, SCC's Emergency Call Network consists of switches, transport, SS7 links, call management hardware and software, and trunking terminations at Pacific's Selective Routing Tandems.[27] SCC contends that although it can provide selective routing database management services without interconnection to Pacific, it needs interconnection with Pacific in order to provide its SafetyNet service.

In contrast to Pacific's arguments, SCC alleges that it meets the definitions provided in the 1996 Act to qualify it as a telecommunications carrier. First, SCC claims that it meets the requirements of Section 153(43) to provide transmission between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information. SCC maintains that end users specify the points of transmission for their emergency calls by dialing the 9-1-1 digits. SCC claims it then aggregates and transports the voice and data elements of the 9-1-1 call without altering the form or content of the information.

Second, SCC contends that it is a telecommunications carrier under Section 153(46) because it offers its service "for a fee directly ...to the public."

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[26] The ALI is transmitted in a separate transmission initiated by the PSAP when it receives the voice portion of a 9-1-1 call and ANI.

[27] Exhibit 1, pg. 10-11.

The "public" SCC contends it serves includes governments and municipalities,[28] telematics service providers, and Private Branch Exchange (PBX) customers.[29] SCC considers telematics service providers and PBX customers as business end users. SCC also considers government entities to form a subsection of the public. SCC disagrees that individual customer contracts constitute price discrimination and notes that Pacific routinely offers service based on customer specific contracts. SCC does not see a problem with end users not paying SCC for service since 9-1-1 calls are always free to end users.

According to SCC, sales to wireline and wireless carriers on a common carrier basis constitute sales to the public despite Pacific's arguments that service must be directly to end users and that wholesale service cannot be a telecommunications service. SCC rebuts Pacific on this point by stating that a provider of telecommunications on a common carrier basis is a telecommunications carrier, and that the definition of "common carrier" can include wholesale services to other carriers.[30] SCC states that it meets the applicable test for common carriage, as set forth in National Association of

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[28] SCC describes that it has made proposals involving 9-1-1 SafetyNet to the State of California and the State of New Hampshire, and that it offers services to state and local government entities wishing to procure competitive 9-1-1 services. (See Exhibit 1, pg. 13.)

[29] Exhibit 1, pg. 12.

[30] SCC cites the same case that Pacific relies on, namely Virgin Islands. SCC claims that this case specifically rejects a wholesale/retail distinction as a basis for determining whether a provider of telecommunications is a telecommunications carrier under the Act. SCC also claims that the decision holds that a telecommunications carrier is essentially the same as a common carrier (Virgin Islands, 198 F.3d at 929).

Regulatory Utility Commissioners v. FCC,[31] because it makes capacity available to the public indiscriminately. The fact that SCC provides common carrier service to other carriers on a wholesale basis does not mean it is not a telecommunications carrier.[32] SCC provided its proposed California tariffs and tariffs from another state as evidence that it does not discriminate in offering its services and that service is provided for a fee.[33]

Third, SCC claims that it is requesting interconnection because it provides "telephone exchange service," as defined in Section 153(47). SCC asserts that it transports 9-1-1 calls "within a telephone exchange," through the use of its transport and switching facilities. In SCC's view, SafetyNet is comparable to telephone exchange service because it allows SCC's subscribers (whether they are wireline or wireless carriers, telematics providers, or PBX customers) to originate and terminate 9-1-1 calls for their end users.[34] SCC states that it terminates 9-1-1 calls just as any other competitive local carrier (CLC) operating in Pacific's territory terminates such traffic. SCC states that where Pacific is the incumbent 9-1-1 services provider, all carriers must terminate 9-1-1 calls at Pacific's selective routing tandems because Pacific owns and controls the selective routing tandems and the trunking from these tandems to the PSAPs.[35]

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[31] 525 F.2d 630 (D.C. Cir. 1976) (herinafter NARUC I).

[32] See SCC Reply Brief, July 10, 2001, pg. 8-9.

[33] See Exhibit 1, Parts P and Q.

[34] See Exhibit 1, pg. 17-18. In addition, SCC claims that it facilitates the origination of 9-1-1 calls in the same way that Pacific does when it switches and transports 9-1-1 calls that originate and terminate outside of Pacific's wire center. (See SCC Reply Brief, pg. 17; Tr. at 55.)

[35] Tr. at 45.

SCC also asserts that 9-1-1 calls are inherently local in nature, that is "within a telephone exchange" or "the same exchange area," since traffic almost always terminates at a PSAP that is geographically proximate to the originating caller. SCC provides network diagrams showing that it provides service over its own network comprised of transmission and switching equipment, SS7 links, call management hardware and software, and trunking terminations.[36] SCC claims that all of these features satisfy the definition of "telephone exchange service."

[36] See Exhibit C-2, Part A, and Exhibit 1, pg. 10-11.

Further, SCC maintains that SafetyNet meets the definition of telephone exchange service because it allows end users to intercommunicate just like any other caller who dials 9-1-1. SCC states that its service establishes a continuous open communications path that permits the calling and called parties to interact. Although SCC does not provide traditional "dial up" exchange service, SCC claims that the FCC has held that non-traditional means of communicating information within a local area can also qualify as telephone exchange service.[37] Thus, SCC contends that its service meets the definition of telephone exchange service.

SCC states that briefs it filed in Texas in 1999 are not relevant because the nature of SCC service offerings has changed since the briefs were filed. Regarding statements to the Montana PSC that it is not a local exchange provider, SCC testified at hearing that it would have been more accurate for it to have stated, "SCC is not seeking to provide local dial tone."[38]

[37] SCC cites Deployment of Wireline Services Offering Advanced Telecommunications Capability, Memorandum Opinion and Order, CC Docket No. 98-147 (rel. Aug. 7, 1998), at paragraph 41.

[38] Tr. at 26.

SCC disputes Pacific's statement that SCC could obtain service from Pacific's tariffs. SCC claims that database management services, certain transport facilities, and hardware to support ALI steering[39] are all required for its services and are not generally available in Pacific's special access tariff.[40]

SCC asserts that Pacific is collaterally estopped from relitigating issues argued and decided in a prior proceeding. SCC requests the Commission take official notice of a recent arbitration decision of the Illinois Commerce Commission (ICC), in which the ICC concluded that SCC is a telecommunications carrier under the Act. SCC claims that the ICC rejected jurisdictional arguments of Ameritech Illinois that are virtually identical to those raised by Pacific in this arbitration proceeding.

Finally, SCC contends that Pacific's opposition to signing an interconnection agreement with SCC is merely a "thinly-veiled effort to stifle competition."[41] SCC explains that SCC and Pacific have submitted competing proposals to provide the State of California with a statewide wireless 9-1-1 network and SCC will not be able to provide its service without interconnection with Pacific.

IV. Discussion

Based on the testimony and evidence presented, I find that SCC does provide "telecommunications services" and is, therefore, a "telecommunications

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[39] Witness Clugy testified that "ALI steering" is the ability, using bidirectional protocols, for the ALI node of Pacific to make an inquiry to the ALI node of SCC, to get a dynamically created ALI record for delivery to the PSAP. (Tr. at 40.)

[40] Tr. at 40-42, and 90.

[41] SCC Opening Brief, pg. 16.

carrier" entitled to interconnection with Pacific. SCC's Emergency Communications Network allows a wireline, wireless, or telematics services provider to connect emergency call traffic to the appropriate selective routing tandem and deliver a voice call with the accompanying data to the 9-1-1 selective routing tandem.

SCC Provides Telecommunications Service

First, SCC service meets the definition of "telecommunications" because the point of transmission for a 9-1-1 call under SafetyNet is specified by the end-user when the 9-1-1 digits are dialed. I do not agree with Pacific that SCC alters the form or content of the 9-1-1 call. SCC does not change the form or content of the voice message or the ANI that accompanies the 9-1-1 call merely by sending additional ALI information over a dedicated data circuit.

Second, SCC offers its services for a fee either directly to the public or to "such classes of users as to be effectively available directly to the public."[42] I agree that SCC has shown through the tariffs it submitted as evidence that it serves the public directly because it offers service to telematics service providers, PBX operators, and government entities. These entities are all end users and unquestionably, "the public." I agree with SCC that telematics providers are essentially business customers. According to the testimony of SCC's witness Clugy, a telematics end user can press an emergency button on the telematics device to initiate a call to the telematics provider. The telematics provider then sets up through its PBX a call, over SCC dedicated trunks, to the SCC switch for delivery to the appropriate 9-1-1 selective router for delivery to a PSAP.[43] I

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[42] 47 U.S.C. §153(46).

[43] Tr. at 34-35.

disagree with Pacific that prices set on an individual customer basis prove SCC does not offer service indiscriminately. SCC's tariffs refer to individual contract prices because SCC cannot set prices for its services until it secures interconnection with Pacific. There is no evidence that SCC will treat like customers differently and indeed, Pacific offers customer specific contracts in its own tariffs. I also find that SCC offers its services for a fee since SafetyNet subscribers pay for the services, even though the ultimate end users do not pay for 9-1-1 calls.

I disagree with Pacific's assertion that SCC is not directly serving the public because it is providing wholesale services to other carriers. While I find that both parties have somewhat mischaracterized Virgin Islands to support their views, I agree with SCC's analysis that Virgin Islands rejected the wholesale/retail distinction as a basis for determining whether a carrier is a common carrier and whether a service is "effectively available" to the public. Instead, that order affirmed the FCC's use of the NARUC I test to determine if a provider is a common carrier. I also conclude that Virgin Islands supports SCC's contention that a wholesale provider can still be a common carrier. I agree with SCC's analysis that it is a common carrier under the test set forth in NARUC I because it offers service indiscriminately as shown in its proposed tariffs. Therefore, I disagree with Pacific's assertion that SCC does not serve the public because if offers wholesale service.

SCC is Seeking Interconnection for Telephone Exchange Service

I find that SCC can seek interconnection because it meets the definition of "telephone exchange service." SCC meets this definition because it enables subscribers to "intercommunicate" within a telephone exchange. Using SCC's SafetyNet service, end users of SCC's subscribers are able to originate emergency calls and conduct two-way voice communication with a person at the PSAP.

Essentially, carriers that employ SCC's SafetyNet service originate 9-1-1 calls for their end users and SCC enables its carrier customers to originate these calls. For telematics customers and PBX customers, SCC originates emergency calls. In all of these scenarios, SCC uses its own facilities to carry the traffic from the origination point to Pacific's selective router for termination at the PSAP. SCC enables its customers to terminate 9-1-1 calls just as any other CLCs terminate such calls. This fulfills the requirement to allow origination and termination of calls as set forth in the definition of "telephone exchange service."

I disagree with Pacific that SCC is not a carrier because it does not provide dial tone and because it does not have assigned NPA NXX's. While SCC admitted it does not provide dial tone to end users, SCC's SafetyNet service allows intercommunication over its facilities even though SCC is not the dial tone provider. I find that this entails telephone exchange service for the subset of calls, namely 9-1-1 emergency calls, that SCC handles through its network of switches and transmission equipment. In addition, the definitions in the 1996 Act of "telecommunications" and "telecommunications carrier" do not include a requirement that a carrier have its own NPA NXX's or provide dial-tone.

I do not agree with Pacific that SCC's services are merely "adjunct services." While SCC may perform certain functions that the FCC has defined as adjunct, this is only one of the services that SCC offers. SCC's SafetyNet service entails transportation of 9-1-1 calls over SCC's facilities in order to allow subscribers to originate and terminate 9-1-1 calls. Again, this constitutes a "comparable service" to telephone exchange service as defined in part B of Section 153(47).

I do not agree with Pacific that SCC is an "aggregator" as defined in Section 226. SCC does not fit that definition because it is not making telephones available to the public or transient users of its premises for interstate calls using a

provider of operator services.

I find there is no issue with statements that SCC has made in the past in other jurisdictions, namely Texas and Montana. SCC has justified that its service has changed since its 1999 Texas filings claiming it was not a telecommunications carrier. Further, SCC has adequately clarified the meaning of its statements to the Montana PSC.

Regarding SCC's claims that Pacific is collaterally estopped from relitigating the jurisdictional issue, Pacific responds that the doctrine of collateral estoppel does not apply to an administrative agency's determination of a jurisdictional issue. Pacific does not provide any support for this contention. Nevertheless, I agree with Pacific that it is not collaterally estopped from litigating the issue of whether SCC is a telecommunications carrier in California simply because a similar arbitration was decided in SCC's favor by the ICC. SCC argues that collateral estoppel applies when the issue sought to be precluded is identical to the issue decided in a former proceeding. I have reviewed the ICC arbitration decision and while it decides the issue of whether SCC is a telecommunications carrier in Illinois, I cannot conclude that the facts underlying the ICC's determination are identical to the facts presented here. It is possible that the testimony regarding SCC's service offerings in California constitutes a different set of underlying facts on which this Commission will decide this arbitration. Therefore, I do not agree that Pacific is collaterally estopped from raising its jurisdictional arguments before this Commission. In addition, I will not take official notice of the ICC's arbitration decision issued on March 21, 2001.

SCC also charges that Pacific is thwarting SCC's interconnection efforts purely to stifle competition in 9-1-1 services. I note that SCC's accusations are not supported by any evidence. Indeed, Pacific presented evidence of SCC's own statements to SBC that its service was not in competition with SBC.

Furthermore, SCC's contentions regarding Pacific's motives do not answer the factual and legal question of whether SCC is a telecommunications carrier entitled to interconnection under the act. Therefore, I will not address these accusations because they are beyond the scope of this arbitration.

In summary, while SCC does not intend to offer traditional dial-up telephone services in California, and offers only one portion of what constitutes local exchange service, namely 9-1-1 calls, the fact that it does not offer all the services normally thought of as local exchange does not mean that it is not offering a telecommunications service. The language of the 1996 Act does not limit the definition of telephone exchange services in the manner in which Pacific contends. Providing a 9-1-1 connection, for another carrier or for other customers, is a telecommunications service. SCC offers a service that transports a 9-1-1 call and therefore SCC transmits information of the user's choosing, between or among points specified by the user, as set forth in Section 153(43). SCC facilitates intercommunication among subscribers, within the meaning of Section 153(47), because by transporting the 9-1-1 call to the appropriate PSAP, SCC enables an end user to talk to someone at the PSAP and vice versa. Therefore, SCC is a telecommunications carrier and is entitled to request arbitration of an ICA with Pacific.

V. Comments on Arbitrator's Report

The Draft Arbitrator's Report in this matter was mailed to allow comments by the parties as provided by Rule 3.19 of the Commissions Arbitration Rules. Comments were filed by Pacific and SCC on August 9, 2001. Pacific's comments reiterated its contention that SCC does not offer service indiscriminately and does not originate calls. There were no substantive changes made in response to comments.

ORDER

IT IS ORDERED that:

1. Within 7 days of adoption of the Final Arbitrator's Report, the parties shall file and serve:

   a. An entire Interconnection Agreement, for Commission approval, that conforms to the decisions of the Final Arbitrator's Report.

   b. A statement which (a) identifies the criteria in the Act and the Commission's Rules (e.g., Rule 4.2.1, Rule 2.18, and 4.2.3 of Resolution ALJ-181) by which the negotiated and arbitrated portions of the Agreement must be tested; (b) states whether the negotiated and arbitrated portions pass or fail those tests; and (c) states whether or not the Agreement should be approved or rejected by the Commission.

Dated August 24, 2001, at San Francisco, California.

/s/ DOROTHY J. DUDA
Dorothy J. Duda, Arbitrator
Administrative Law Judge

A.00-12-025 DOT/tcg

CERTIFICATE OF SERVICE

I certify that I have by mail this day served a true copy of the original attached Final Arbitrator's Report on all parties of record in this proceeding or their attorneys of record.

Dated August 24, 2001, at San Francisco, California.

/s/ TERESITA C. GALLARDO
Teresita C. Gallardo

N O T I C E

Parties should notify the Process Office, Public Utilities Commission, 505 Van Ness Avenue, Room 2000, San Francisco, CA 94102, of any change of address to insure that they continue to receive documents. You must indicate the proceeding number on the service list on which your name appears.

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The Commission's policy is to schedule hearings (meetings, workshops, etc.) in locations that are accessible to people with disabilities. To verify that a particular location is accessible, call: Calendar Clerk (415) 703-1203.

If specialized accommodations for the disabled are needed, e.g., sign language interpreters, those making the arrangements must call the Public Advisor at (415) 703-2074, TTY 1-866-836-7825 or (415) 703-5282 at least three working days in advance of the event.

EXHIBIT NO. 24

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Illinois Commerce Commission Order on SCC / Ameritech Illinois arbitration (Illinois Order), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 24
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-11)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CSL-11

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

SCC Communications Corp.	:	
	:	
Petition of SCC Communications Corp. for review of an Arbitrated Interconnection Agreement.	:	**01-0308**

ORDER

By the Commission:

I. PROCEDURAL HISTORY

This docket arises from an arbitration proceeding involving SCC Communications Corp. ("SCC") and Illinois Bell Telephone Company d/b/a Ameritech Illinois ("Ameritech Illinois"). On March 21, 2001, the Commission issued an arbitration decision in *In the Matter of the Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.*, Docket No. 00-0769 (March 21, 2001) ("Arbitration Decision").) On April 9, 2001, pursuant to Section 252(e) of the Telecommunications Act of 1996 ("Act"), SCC initiated this docket by filing with the Commission a unilaterally proposed interconnection agreement consistent with its interpretation of the Arbitration Decision and a petition for review of that agreement ("Original Petition"). Also on April 9, 2001, Ameritech Illinois filed a motion in Docket No. 00-0769 requesting a two-week extension of the filing deadline set forth in the Arbitration Decision (until April 23, 2001).

On April 25, 2001, the parties filed the signed Agreement ("Agreement") in this docket, along with a Joint Petition for Review of an Arbitrated Interconnection Agreement ("Joint Petition"). On May 8, 2001 Ameritech Illinois filed a motion in Docket No. 00-0769 requesting a nunc pro tunc extension of the filing deadline set forth in the Arbitration Decision, from April 23 until April 25, 2001. In the Joint Petition, the parties represent that the Agreement consists of: (1) terms and conditions upon which the parties agreed without the aid of arbitration; and (2) terms and conditions that the parties believe faithfully reflect the Commission's determinations in the Arbitration Decision. The parties asked the Commission to review the Agreement pursuant to section 252(e) of the Act.

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Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, on April 18, 2001, this matter came before duly authorized Hearing Examiners of the Commission for a pre-decisional conference at the Commission's offices in Chicago, Illinois. The parties were represented by counsel at the hearing. At the hearing, the Hearing Examiner adopted a procedural schedule.

Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, on April 27, 2001, this matter came before duly authorized Hearing Examiners of the Commission for a status conference at the Commission's offices in Chicago, Illinois. The parties were represented by counsel at the hearing. At the hearing, SCC agreed to withdraw without prejudice its Original Petition and related comments, and Ameritech Illinois agreed to withdraw without prejudice its previously filed motion to strike SCC's comments. The parties subsequently withdrew those documents. Also at the hearing, the Hearing Examiner modified the procedural schedule to permit the parties until May 4, 2001 to file comments regarding the Agreement. SCC filed comments on May 4, 2001. Ameritech Illinois had previously filed comments on April 26, 2001. Staff also filed comments on May 4, 2001, regarding the agreement.

II. AMERITECH'S POSITION

The purpose of this proceeding is to determine whether or not the arbitrated portions of the agreement should be approved by the Commission. Pursuant to 83 Ill. Adm. Code 762.110, Ameritech filed comments opposing the approval of the agreement.

Ameritech's comments reiterate arguments it made during the arbitration process which were rejected by the Commission. Ameritech argues first, that SCC is not a telecommunications carrier entitled to interconnection under the 1996 Act. Ameritech also argues that: 1) the rules and procedures for advanced services should be set out in a separate DSL Appendix to the agreement; 2) that pricing for 911 related servicews should be determined by special access tariffs or the Bona Fide Request Process rather unbundled access; 3) that the language that unbundled access to network elements shall be provided "as required by applicable law" is vague and redundant.

III. SCC'S POSITION

SCC contends that Agreement as determined by the Commission comports with the requirements of the Act and the associated regulations prescribed by the FCC. It asserts that the Agreement complies with the Arbitration Decision; thus, it also complies with the requirements of the Act and the FCC's regulations. SCC also asserts that the Agreement is not discriminatory and consistent with the public interest, convenience, and necessity.

IV. STAFF'S POSITION

Staff supported the Agreement in its Comments. Staff argued that the Agreement as filed comported with the Commission's determinations in Docket No. 00-0769. Staff also opposed Ameritech's arguments that the Agreement should not be adopted on the basis that SCC is not a telecommunications carrier. The Commission already considered that question and ruled against Ameritech in Docket No. 00-0769.

V. COMMISSION'S ANALYSIS AND CONCLUSION

Interconnection agreements entered into under the Act must meet the standards set forth in Section 252(e)(2). Specifically, arbitrated portions of an interconnection agreement must be approved unless they "[do] not meet the requirements of section 251, including the regulations prescribed by the [Federal Communications] Commission pursuant to section 251, or the [pricing] standards set forth in subsection (d) of section 252," and the negotiated portions of an interconnection agreement must be approved unless the Commission finds that the they are discriminatory or inconsistent with the public interest, convenience, and necessity.

The Commission finds that the Agreement meets the requirements of Section 251 and 252 of the Act and the associated regulations prescribed by the FCC. The Commission finds that the Agreement is not discriminatory and is consistent with the public interest, convenience, and necessity. The Commission, therefore, finds that the Agreement satisfies the Act's requirements and the regulations of the FCC and this Commission.

Ameritech Illinois' comments ask the Commission to reject the interconnection agreement filed by SCC. Ameritech Illinois bases its comments on arguments raised numerous times in motions and in its briefs in Docket No. 00-0769. The Commission rejected those arguments in that Docket where they were properly raised. We reject them again here. Those arguments are not within the scope of the determinations under Section 252 (e) (2) and Section 251 that the Commission must make in this proceeding.

VI. Findings and Ordering Paragraphs

The Commission, having considered the entire record herein, is of the opinion and finds that:

(1) SCC and Ameritech Illinois are telecommunications carriers as defined in Section 13-202 of the Public Utilities Act (220 ILCS 5/1-101 *et seq.*), that provide telecommunications services as defined in Section 13-203 of the Public Utilities Act;

(2) the Commission has jurisdiction of the parties hereto and the subject matter hereof;

(3) the facts recited and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact and law;

(4) the arbitrated portions of the interconnection agreement submitted by the parties comply with the requirements of section 251 of the Act and the associated regulations prescribed by the FCC;

(5) the negotiated portions of the interconnection agreement submitted by the parties do not discriminate against a telecommunications carrier not a party to the interconnection agreement and are not contrary to the public interest, convenience, and necessity.

(6) in order to assure that the Agreement is in the public interest, Ameritech Illinois should implement the Agreement by filing a verified statement with the Chief Clerk of the Commission, within five (5) days of approval by the Commission, that the approved agreement is the same as the Agreement filed in this docket with the verified petition. The Chief Clerk shall place the Agreement on the Commission's web site under Interconnection Agreements;

(7) Ameritech Illinois should also place replacement sheets in its tariffs at the following location: Ill.C.C. No. 21 Section 19.15;

(8) approval of the Agreement does not have any precedential effect on any future negotiated agreements or Commission Orders.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the arbitrated portions of the interconnection agreement between SCC Communications Corp. and Illinois Bell Telephone Company d/b/a Ameritech Illinois are approved pursuant to Section 252(e) of the Telecommunications Act of 1996.

IT IS FURTHER ORDERED that the negotiated portions of the interconnection agreement between SCC Communications Corp. and Illinois Bell Telephone Company d/b/a Ameritech Illinois are approved pursuant to Section 252(e) of the Telecommunications Act of 1996.

IT IS FURTHER ORDERED that the Chief Clerk of the Commission is directed to make a docket entry in Docket 00-0769 stating that the Commission has granted Ameritech's May 8, 2001 Motion for Extension of the Filing Deadline set forth in the Arbitration Decision in this Order.

IT IS FURTHER ORDERED that Ameritech Illinois shall comply with findings (6) and (7) of this Order within five days of the date of this Order.

IT IS FURTHER ORDERED that this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 23rd day of May, 2001.

Chairman

EXHIBIT NO. 25

DOCKET NO.: 070736-TP

WITNESS: Carey Spence-Lenss

PARTY: Intrado

DESCRIPTION: Diagram of "Intrado Emergency Service Evolution," attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 25
COMPANY Intrado
WITNESS Carey Spence-Lenss (CSL-12)
DATE 02/10/08

PROFFERING PARTY: Staff

I.D. # CSL-12

Intrado Emergency Service Evolution

Designed to Meet Public Safety's Growing Critical Response Needs

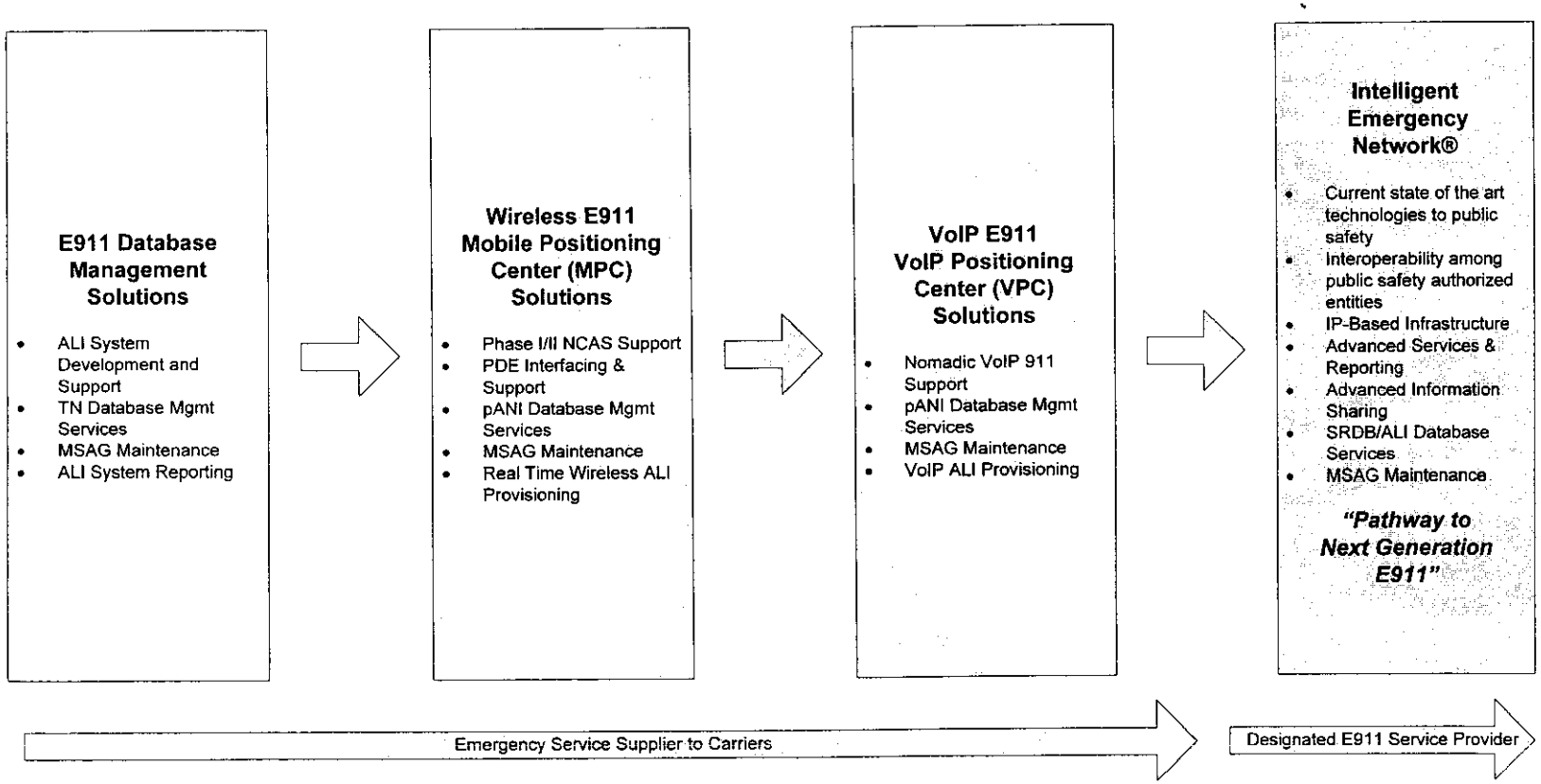


EXHIBIT NO. 26

DOCKET NO.: 070736-TP

WITNESS: Cynthia Clugy

PARTY: Intrado

DESCRIPTION: Excerpt of Newton's Telecom Dictionary, 19th Edition, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 26
COMPANY Intrado
WITNESS Cynthia Clugy (CC-1)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CC-1

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Networking, Information Technology,
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by Harry Newton

E Block Carrier A 10 MHz PCS carrier serving a Basic Trading Area in the frequency block 1885 — 1890 MHz paired with 1965 — 1970 MHz.

E Channel E stands for echo. It is the 16 Kbps ISDN basic rate channel echoing contents of DCEs to DTEs. Used in bidding for access to multipoint link.

E Link Extended Link. A Signaling System 7 (SS7) connection. This protocol controls all transfers between COs in North America. A SS7 signaling link used to connect a Signaling End Point (SEP) to an STP pair not considered its home STP pair.

E Mail Electronic Mail.

E Mail Gateway A LAN application that fetches messages from one electronic mail system, translates them to the format of another electronic mail system, and then sends them to the "post office" of that other system. The post office is the public entry point — the place you put mail you want the other system to receive.

E Port A expansion port on a switch. It is used to link multiple switches together into a Fibre Channel fabric. See Fibre Channel.

E Purse Electronic purse. An electronic monetary transaction card being proposed by several government agencies.

E Rate From Network World, December 15, 1997: "E Rate is the program President Clinton and Vice President Gore are referring to when they say they want every classroom connected to the Internet by the year 2000. It grants elementary and secondary schools a discount on carrier services, including not only Internet access but also a raft of other offerings."

E-1 The European equivalent of the North American 1.544 million bits per second (Mbps) T-1, except that E-1 carries information at the rate of 2.048 million bits per second. This is the rate used by European CEPT carriers to transmit 30 64 Kbps digital channels for voice or data calls, plus a 64 kilobits per second (Kbps) channel for signaling, and a 64 Kbps channel for framing (synchronization) and maintenance. CEPT stands for the Conference of European Postal and Telecommunication Administrations. Since robbed-bit signaling is not used (as it is for T-1 in North America) all 8 bits per channel are used to code the waveshape sample. See E1, E2, E3, and T-1.

E-2 Interim data signal that carries four multiplexed E-1 signals. Effective data rate is 8.448 million bits per second (Mbps). See E1, E3 and T-1.

E-3 CEPT signal which carries 16 CEPT E-1s and overhead. Effective data rate is 34.368 million bits per second (Mbps).

E-911 See the next two definitions.

E-911 Control Office In the US emergency services telephone network, the E-911 Control Office is the central office that provides the tandem switching of 911 calls. Each E-911 public safety answering point (PSAP) connects to one or more E-911 Control Offices. The E-911 Control Offices delivers 911 voice calls, with Automatic Number Identification, to the PSAP and provides normal and emergency-specific switching functions. The specialized switch at the E-911 Control Office is known as an E-911 Tandem or Selective Router.

E-911 Service Enhanced 911 service. Dial 911 in most major cities and you'll be connected with an emergency service run typically by a combination of the local police and local fire departments. 911 service becomes enhanced 911 emergency reporting service when there is a minimum of two special features added to it. E-911 provides ANI (Automatic Number identification) and ALI (Automatic Location Information) to the 911 operator. Picture: A call comes in. Someone is dying. The 911 operator's screen comes alive as his phone rings. The number calling is on the screen. The caller is dying and needs an ambulance. The operator punches a button or two and his screen immediately indicates the location of the ambulance dispatch center nearest the caller. The operator contacts the dispatch center, another button may dispatch a fax of a map of how to get there to the ambulance and an ambulance gets there in short order and saves a live. (Remember, this is a book, not the real world.) See also CESID and PSAP for a full explanation of how the caller's location is sent. See E-911 Control Office.

E-BCCH Extended-Broadcast Control Channel. A logical channel element of the BCCH signaling and control channel used in digital cellular networks employing TDMA (Time Division Multiple Access), as defined by IS-136. See also BCCH, IS-136 and TDMA.

E-Band See E Band.

E-Bend A smooth change in the direction of the axis of a waveguide, throughout which the axis remains in a plane parallel to the direction of electric E-field (transverse) polarization.

E-Check An Ecommerce term for an electronic check. The E-check is a demand for payment which is sent electronically over a network from the buyer to the seller. The e-check subsequently is sent from the seller to the seller's bank, and then to the buyer's bank. See also E-Commerce.

E-Commerce Electronic Commerce. Buying and selling over the public Internet, the public Web and corporate Internets. I prefer ecommerce to e-commerce. But you see it spelled both ways. Predictions for the amount of ecommerce should not be underestimated. See the Internet.

E-DSS1 E-DSS1 is the European shorthand way of saying Euro-ISDN.

E-IDE Enhanced IDE. An enhancement to the original IDE disk drive found on many PCs. E-IDE raises the storage capacity limit from 504 megabytes to 8,033 megabytes and the data transfer rate from up to 3 megabytes per second to up to 16.6 megabytes per second. See also Enhanced IDE.

E-Interface The network interface between the Cellular Digital Packet Data (CDPD) networks and other external networks.

E-Mail Electronic Mail. Also spelled email, which is this dictionary's preferred spelling.

E-Nose Electronic nose, gas chromatograph detection systems. These can detect and analyze target samples for a wide variety of applications as in security control, environmental protection control, food and drug safety control.

E-OTD Enhanced Observed Time Difference is a new technology that could be used in mobile phones for location based services. The E-OTD positioning method, generally relies upon measuring the time at which signals from the Base Transceiver Station (BTS) arrive at two geographically dispersed locations — the mobile phone/station (MS) itself and a fixed measuring point known as the Location Measurement Unit (LMU) whose location is known. The position of the MS (also called a cell phone) is determined by comparing the time differences between the two sets of timing measurements. To obtain accurate triangulation, OTD measurements are needed from at least three geographically distinct BTSs. Based on the measured values, the location of the MS can be calculated either in the network or in the MS itself, if all the needed information is available in the MS. The terms "MS-assisted" applies to the former method and "MS-based" to the latter. The MS performs measurements without the need for any additional hardware. To obtain accurate triangulation, OTD measurements are needed from at least three geographically distinct BTSs. Based on the measured values, the location of the MS can be calculated either in the network or in the MS itself, if all the needed information is available in the MS. The terms "MS-assisted" applies to the former method and "MS-based" to the latter. See Location Services.

E-Rate Electronic Rate. A special discounted rate for Internet access for schools and libraries, e-rate was established as part of the Telecommunications Act of 1996. Technically known as the Schools and Libraries Universal Service Program, e-rate is funded through a portion of the special surcharges of up to five percent on every telephone bill. The carriers remit a portion of those surcharges to the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC), a not-for-profit corporation established and operated by the National Exchange Carriers Association (NECA). USAC distributes the designated funds to the Schools and Libraries Corporation (SLC) and to the Rural Health Care Corporation (RHCC), which now are divisions of USAC. The SLD (Schools and Libraries Division) get up to $2.25 billion per year, and the RHCD (Rural Health Care Division) up to $400 million per year, with the funds parceled out after the usual ton of paperwork is submitted and dissected. E-rate subsidies are for internal wiring, telecommunications services, and Internet access.

E-Signatures As it sounds, e-signatures are signatures that are recorded and transmitted digitally. They have advantages over actual signatures in that 30 physical aspects of a signature are recorded in an e-signature, making it harder to forge.

E-Stamp Electronic Stamp. Developed by E-Stamp Inc., and planned for trial by the USPS (U.S. Postal Service), the E-Stamp is a means for buying postage over the Internet. In support of a corporate Intranet post office, the system comprises PC software, a small security device which attaches to a user's printer port, and 1,024-bit encryption software for purposes of security. Think of it as a PC-based postage meter which can be refreshed over the Internet.

E-Tail A squeezing of electronic and retail. Really awful. I prefer ecommerce. See Ecommerce and E-tailer.

E-Tailer A company that does most of its retailing, consumer-to-consumer business over the Internet. Such companies include priceline.com, ltd.com, 1-800-flowers.com, ebay and expedia.com.

E-TDMA Extended Time Division Multiple Access. A proposed, new, standard for cellular. Other standards are TDMA (Time Division Multiple Access), CDMA (Code Division

00000

EXHIBIT NO. 27

DOCKET NO.: 070736-TP

WITNESS: Cynthia Clugy

PARTY: Intrado

DESCRIPTION: National Emergency Number Association (NENA) Master Glossary of 9-1-1 Terminology, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 27
COMPANY Intrado
WITNESS Cynthia Clugy (CC-2)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CC-2

NENA
Master Glossary
Of
9-1-1 Terminology

NENA-00-001, Version 10, June 5, 2007
NENA Master Glossary of 9-1-1 Terminology

Prepared by:
National Emergency Number Association (NENA) Committee Chairs

Published by NENA
Printed in USA

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NENA STANDARDS

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One Nation 9-1-1
DOCKET NO. 070736-TP
EXHIBIT _____(CC-1)
NENA MASTER GLOSSARY OF 9-1-1 TERMINOLOGY
PAGE 2 OF 91

Acknowledgments:

This document has been developed by the National Emergency Number Association (NENA) Technical and Operations Committee Chairs.

The following industry experts and their companies are recognized for their contributions in development of this document.

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Billy Ragsdale – Technical Committee Chair	Independent
Tom Breen – Technical Committee Vice Chair	AT&T
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1 Executive Overview

1.1 Purpose and Scope of Document

This "NENA Master Glossary of 9-1-1 Terminology" document is a guide for readers of NENA publications and tool for members of the NENA committees that prepare them. It defines the terms, acronyms and definitions associated with the 9-1-1 industry. Intended users of this document are any person needing NENA's definition/description of a 9-1-1 related term.

1.2 Benefits

Use of this "NENA Master Glossary of 9-1-1 Terminology" will:

- provide a consistent definition for all definitions and acronyms identified with NENA Standards documents produced by the NENA Committees
- reduce the work required to establish definitions for consistently utilized terms and acronyms

1.3 Reason for Issue

This document is issued to provide a NENA perspective for Terms, Acronyms and Definitions associated with the 9-1-1 industry.

1.4 Reason for Reissue

NENA reserves the right to modify this document. Whenever it is reissued, the reason(s) will be provided in this paragraph.

March 1998, Version 1, Original

October 2002, Version 2; Updated to include new terms utilized within NENA standards documents and to adjust existing definitions to comply with technology improvements.

February 2003, Version 3; Updated to include new terms utilized in revised 02-011 standard document and new 06-002, 06-003 standard documents.

October 2004, Version 4; Updated to include new/revised terms utilized in the following documents:

- 03-501 Network Quality Assurance;
- 03-502 Trunking for Private Switch 9-1-1 Service; Future 9-1-1 Models TID;
- 05-001 Implementation of the Wireless Emergency Service Protocol E2 Interface;
- 05-501 SS7 guidelines for MSC to Selective Router Connectivity;
- 07-501 E9-1-1 and Emerging Technologies.

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February 2005, Version 5; Updated to reflect Operations Committees input and use of this document as well as Technical Committees.

November 2005, Version 6; Updated to include terms and acronyms utilized in the following documents:

- 03-503 SS7 Guidelines for Wireline and VoIP Emergency Services Gateway Interconnection to 9-1-1 Selective Routers TID;
- 03-504 PSAP Callback to all 9-1-1 Callers, Combating Wireless E9-1-1 Fraud and Mobile Emergency Services (E9-1-1M) TID,
- 52-002 Managers Guide to Title II: Direct Access,
- 53-002 Mutual Aid Standard/Model Recommendation,
- 54-501 Human Resources Sub-Committee Resource List OID,
- 56-502 Minimum Standards for Emergency Telephone Notification Systems,
- 56-502 Milepost OID.

April 2006, Version 7; This update changes the document number for the NENA Master Glossary of 9-1-1 Terminology **from 01-002 to 00-001.** The number change moves the document to the General Administrative section of NENA Standards utilized for standards that are applicable to all Committees.

Update includes terms and acronyms utilized in the following documents:

- 08-001, Interim VoIP Architecture for Enhanced 9-1-1 Services (i2)
- 52-003, Call Taker Proficiency and Quality Assurance
- 02-502, Company ID Registration Service

November 2006, Version 8; Updated to include terms and acronyms utilized in the following documents:

- 02-501, Wireless (Pre-XML) Static and Dynamic ALI Data Content
- 03-503, Technical Information Document on Rate Center Consolidation
- 08-001, Interim VoIP Architecture for Enhanced 9-1-1 Services (i2) Definitions
- 08-504, VoIP Standards Development Organizations
- 54-002, Hearing Standards for Public Safety Telecommunicators
- 56-005, Call Answering Standard/Model Recommendation
- 56-503, Wide Area/Statewide Emergency Notification Systems

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- 56-504, VoIP E9-1-1 Deployment and Operational Guidelines
- 58-502, VoIP Funding and Regulatory Issues

March 30, 2007 Version 9; Updated to include terms and acronyms utilized in the following documents:

- 02-013, NENA Data Standards for the Provisioning & Maintenance of MSAG Files to VDBs & ERDBs
- 02-503, NENA Technical Information Document on XML Namespaces
- 03-002, NENA Standard for the Implementation of Enhanced MF Signaling, E9-1-1 Tandem to PSAP
- 03-505, NENA Technical Information Document on Rate Center Consolidation Technical Information Document
- 04-005 NENA ALI Query Service Standard
- 08-505, NENA VoIP Recommended Method(s) for Location Determination to Support IP-Based Emergency Services Technical Information Document
- 08-751, NENA i3 Technical Requirements Document
- 08-752, NENA Technical Requirements Document for Location Information to Support IP – Based Emergency Services
- 53-501, NENA Hazard and Vulnerability Analysis Operation Information Document
- 53-502, NENA Resources Analysis Operations Information Document

June 5, 2007 Version 10; Updated to include terms and acronyms utilized in the following documents:

- General 9-1-1 & VoIP terms and definitions
- 03-506, NENA E9-1-1 Voice Circuits Requirements Document
- 04-002, NENA PSAP Master Clock Standard
- 07-504, NENA Automatic Collision Notification and Vehicle Telematics Technical Information Document
- 53-503, NENA PSAP Survivability Operations Information Document
- 56-505, Guidelines for Handling Call Regarding Missing and Exploited Children Operations Information Document
- 57-002, NENA Wireless Maintenance Call Routing and Testing Verification Standard

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- 58-001, NENA IP Capable PSAP Minimum Operational Requirements Standard

1.5 References

NENA Standards are registered by the NENA Executive Office and assigned an identifying number in accordance with the following numbering plan:

NENA-xx-yyy

Where "xx" represents the categories:

xx 00 represents General Administrative Documents

xx 01-25 represents Technical Committee Documents

01 for Technical Standards Administration

02 for Technical Data Documents

03 for Technical Network Documents

04 for Technical PSAP-CPE Documents

05 for Technical Wireless Documents

06 for Technical ALEC and Private Switch Documents

07 for Technical Non Traditional Communication Documents

08 for Technical VoIP/Packet Documents

yyy 501-599 represents Technical Information Documents

yyy 750-999 represents Technical Reference Documents

xx 51-99 represents Operations Committee Documents

51 for Operations Standards Administration

52 for Operations Accessibility Documents

53 for Operations Contingency Planning Documents

54 for Operations Human Resources Documents

55 for Operations Public Education Documents

56 for Operations Standard Operating Procedures Documents

57 for Operations PSAP Service Integration (formerly Wireless Implementation Documents)

58 for Operations VoIP Operations Documents

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yyy 501-599 represents Operations Information Documents

NENA Standards Documents are available on the NENA WEB Site: www.nena.org

2 Terms/Definitions

Term	*Definition*
1A2	A designation for Key Telephone Systems which utilize an "A" lead for control.
3GPP	The 3rd Generation Partnership Project (3GPP) is a collaboration agreement that was established in December 1998. The collaboration agreement brings together a number of telecommunications standards bodies which are known as "Organizational Partners".
9-1-1	A three-digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.
9-1-1 Administrator	The administrative jurisdiction of a particular 9-1-1 system. This could be a county/parish or city government, a special 9-1-1 or Emergency Communications District, a Council of Governments, an individual PSAP or other similar body.
9-1-1 Service Area	The geographic area that has been granted authority by a state or local governmental body to provide 9-1-1 service.
9-1-1 System	The set of network, data base and CPE components required to provide 9-1-1 service.
9-1-1 Tandem	(see Enhanced 9-1-1 Control Office)
"A" Lead Control	A wire used to control the Key Telephone Unit in a 1A2 type Key Telephone System. In some E9-1-1 systems it is used to identify the position connected to the trunk.
Abandoned Call	A call placed to 9-1-1 in which the caller disconnects before the call can be answered by the Public Safety Answering Point (PSAP) attendant.
Access Infrastructure Provider (AIP)	The entity providing physical communications access to the subscriber. This access may be provided over telco wire, CATV cable, wireless or other media. Usually, this term is applied to purveyors of broadband internet access but is not exclusive to them.
Access Line	The connection between a customer premises network interface and the Local Exchange Carrier that provides access to the Public Switched Telephone Network (PSTN).
Access Location Entity (ALE)	A network entity or function that provides network measurements to a LIS allowing the LIS to correlate a device with a physical location.
Access Provider	An access provider is any organization that arranges for an individual or an organization to have access to the Internet.
Acoustic Coupler	The rubber cups, which hold the telephone handset on the TTY.

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Term	Definition
Administrative (ESN)	A 3-5 digit number that represents an ESZ. It is stored in the MSAG and is returned from an ALI query. The Administrative ESN facilitates dispatching of the proper emergency service agency(ies). An Administrative ESN is assigned to each MSAG range to associate the physical addresses to an ESZ. It is used to display English Language Translations (ELT) and may be used by CPE to transfer calls to the correct responder. An Administrative ESN may not be the same as a routing ESN (Refer to Routing ESN)
Advanced Mobile Phone Service (AMPS)	The analog radio interface utilized in cellular telephone systems.
Alarm Dry Contacts	A set of relay contacts which are caused to either open or close when an alarm condition occurs. (Ref. NENA 04-001)
ALI Retrieval	A request for ALI record from the PSAP to the ALI data base.
ALI Retrieval Rate	The number of requests for ALI that are not duplicated within a two (2) minute time frame.
All Circuits Busy (ACB)	A telephone line state that informs the caller that all available telephone lines are in use.
Alliance for Telecommunications Industry Solutions (ATIS)	A U.S.-based organization that is committed to rapidly developing and promoting technical and operations standards for the communications and related information technologies industry worldwide using a pragmatic, flexible and open approach. Please refer to: http://www.atis.org/
Alternate Address Record	An Alternate Address record may be the Postal equivalent to the MSAG or it may be any other alternate address required (i.e. an alias street name – John Carpenter Freeway vs. Highway 121).
Alternate Emergency Access Number (AEAN)	A 10-digit unlisted number, answered on a 24/7 basis, used to receive VoIP calls until these calls can be delivered to the selective router serving the PSAP. After E9-1-1 implementation, these lines should only be used for specific routing circumstances (as defined in NENA VoIP Deployment and Operational Guidelines OID, 56-504, section 3.7.3 Default, Overflow and Alternate Routing). It can also be utilized to receive misrouted calls from other PSAPs not within the selective routing service area, operator-assisted emergency calls, default-routed wireless calls, calls routed to the PSAP via private call centers, and calls relayed from telecommunications relay services. Caller identification should be included as an option.
Alternate ISDN PSAP	(see Alternate Public Safety Answering Point)
Alternate Number	Used in Interim Number Portability (INP), the caller's original telephone number which is call forwarded to the new carrier's telephone number. Also known as Call Forward Number.
Alternate PSAP	A PSAP designated to receive calls when the primary PSAP is unable to do so.

Term	Definition
Alternate Routing	The capability of routing 9-1-1 calls to a designated alternate location(s) if all 9-1-1 trunks are busy or out of service. May be activated upon request or automatically, if detectable, when 9-1-1 equipment fails or the PSAP itself is disabled.
Alternative Local Exchange Carrier (ALEC)	(See Local Exchange Carrier (LEC))
Alternative Methods of Notification	Having the ability to locate the emergency caller and initiate emergency response. The adequacy of alternative methods of notification and responding to emergencies would be determined by appropriate governmental authorities operating pursuant to applicable legal requirements.
Alternative Methods to Support Enhanced 9-1-1	Methods used by a MLTS Operator to permit a 9-1-1 emergency response team reasonable opportunity to quickly locate a caller as alternatives to the MLTS signaling needed to produce the automatic display of caller location information on the video terminal of the call-taker.
American National Standards Institute (ANSI)	Entity that coordinates the development and use of voluntary consensus standards in the United States and represents the needs and views of U.S. stakeholders in standardization forums around the globe. Please refer to: http://www.ansi.org/
American Sign Language	Language expressed through hands and body movements to express concepts rather than complete sentences. The grammatical structure is different than standard English.
American Standard Code for Information Interchange (ASCII)	A standard for defining codes for information exchange between equipment produced by different manufacturers. A code that follows the American Standard Code for Information Interchange.
Americans with Disability Act (ADA)	Federal Legislation passed into law July 26, 1990, that prohibits discrimination on the basis of disability.
Amplitude Modulated	The encoding of a carrier wave by variation of its amplitude in accordance with an input signal.
Analog Telephone Adapter (ATA)	An analog telephone adaptor (ATA) is a device used to connect a standard telephone to a computer or network so that the user can make calls over the Internet.
Angle of Arrival (AOA)	A terrestrial Location Determination Technology (LDT) that computes a transmitter's location based upon the angle at which the transmitter's radio signal strikes multiple receivers.
Answering Position	(see Attendant Position)

Term	Definition
Answering Position Unit (APU)	A term used to define call-taking equipment.
Answering Positioning Unit (APU)	Answering Position Unit used to define call taking equipment.
Application Layer Security	Providing security to application layer protocols (HTTP, FTP, SMTP for example) through one of many methods that may include end-to-end privacy (PKE etc), message integrity, non repudiation, proof of submission etc
ArcNet	Multiplexed switching technology used to transport small fixed packets called "cells".
ASL Gloss	The reference to "ASL gloss" is when American Sign language is communicated through typing – as on a TTY – and many of the visual elements crucial to clear communications are lost.
Association of Radio Industries and Businesses (ARIB)	The objectives of ARIB are to conduct investigation, research & development and consultation of utilization of radio waves from the view of developing radio industries, and to promote realization and popularization of new radio systems in the field of telecommunications and broadcasting.
Asymmetrical Digital Subscriber Line (ADSL)	A Digital Subscriber Line, that transmits and receives at different speeds.(See Digital Subscriber Line)
Asynchronous Transfer Mode (ATM)	A link layer protocol that uses very small frames (53 bytes) and predetermined routes, which allows for efficient switching.
Asynchronous Transfer Mode (ATM) Adaptation Layer-AAL1, 2, 5	Used within an ATM network to convert the data from an end-user application into a form that fits into ATM cells [*the number relates to the applicable layer*]
Attendant Position	The Customer Premises Equipment (CPE) at which calls are answered and responded to by the Telecommunicator.
Authentication Process	The process of verifying the claimed identity of a session requester. Mutual authentication is important to ensure that both the originator of the session and the recipient of the request are both satisfied with the credential information being provided. Authentication mechanisms are needed in the i2 solution to ensure that only trusted entities with existing relationships will be provided access to E9-1-1 data and services.
Auto-Re-Addressing	Feature that allows for delivery of a voice call to the jack where the caller's device is currently connected after moving.

Term	Definition
Automatic Alarm and Automatic Alerting Device	Any automated device which will access the 9-1-1 system for emergency services upon activation and does not provide for two-way communication. (Many states prohibit the dialing of 9-1-1 by an automated device.)
Automatic Call Distributor (ACD)	Equipment that automatically distributes incoming calls to available PSAP attendants in the order the calls are received, or queues calls until an attendant becomes available.
Automatic Collision Notification (I)	The process of identifying that a motor vehicle has been involved in a collision, collecting data from sensors in the vehicle, and communicating that data to a Call Center or PSAP.
Automatic Location Identification (ALI)	The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.
Automatic Location Identification (ALI) Call Retrieval	A process of counting ALI data base queries not duplicated within a two (2) minute time frame.
Automatic Location Identification (ALI) Customer Retrieval	A process of counting ALI data base queries not duplicated within a twenty-four (24) hour time frame.
Automatic Location Identification (ALI) Data Base	The set of ALI records residing on a computer system.
Automatic Location Identification (ALI) Discrepancy	An ALI Discrepancy is defined as a record being retrieved from ALI during an actual E9-1-1 call with incorrect address. For example, the house number or directional is wrong for the caller.
Automatic Location Identification (ALI) Multiplexer	A CPE component which performs the function of communicating with the ALI data base. An ALI Multiplexer typically works in conjunction with an ANI controller.
Automatic Location Identification (ALI) Operator	Operates the Automatic Location Identification infrastructure used to provide caller information associated with a pANI offered in a query from a PSAP.
Automatic Location Identification (ALI) Queries	The act of querying/retrieving the automatic display at the PSAP of the address/location of the telephone and supplementary emergency service information related to the caller's telephone number.
Automatic Location Identification (ALI) Retrieval	The process of querying the 9-1-1 data base for ALI records.
Automatic Number Identification (ANI)	Telephone number associated with the access line from which a call originates.

Term	Definition
Automatic Number Identification (ANI) Controller	A stand-alone CPE component which provides the ANI decoding and function key control for 9-1-1 service.
Automatic Number Identification Information Digits (ANI II Digits)	Digits in the Enhanced MF Signaling protocol that indicate to the PSAP CPE ANI display device whether the display should remain steady or flash, or if the call is a test call.
Automatic Vehicle Location (AVL)	A means for determining the geographic location of a vehicle and transmitting this information to a point where it can be used.
Average Busy Hour	The 1-hour period during the week statistically shown over time to be the hour in which the most telephone calls are received.
Average Sector Radius Range	The average true sector radius under average operating conditions. Radius at which cell tower's polygon of coverage influence ends and another begins.
Backup Public Safety Answering Point (PSAP)	Typically a disaster recovery answering point which serves as a backup to the primary PSAP and is not co-located with the primary PSAP.
Basic 9-1-1	An emergency telephone system which automatically connects 9-1-1 callers to a designated answering point. Call routing is determined by originating central office only. Basic 9-1-1 may or may not support ANI and/or ALI.
Basic Rate Interface (BRI)	Interface by which ISDN terminals access the local switch that provides full-duplex ISDN basic rate access. The BRI is composed of two 64-kbps clear B channels for information (voice or data) transfer in either circuit or packet mode and one 16-kbps clear D channel for packet data information transfer and signaling communication with the Telco Switch.
Baseline MSAG	MSAG file that is a snapshot image which represents a complete, up-to-date set of MSAG data at the point in time it was created.
Baud Rate	A measure of signaling speed in data communications that specifies the maximum number of signaling elements that can be transmitted each second.
Baudot Code	A five-bit encoding scheme developed for Telex transmission that represents text, numerals, punctuation and control signals. It is the standard transmission signaling scheme used by TTY (TDD) devices. (per EIA PN-1663)
Bell Operating Company (BOC)	Individual local telephone companies which were part of the Bell System prior to divestiture of AT&T.
Binary Coded Decimal (BCD)	A coding system in which each decimal digit from 0 to 9 is represented by four binary (0 or 1) digits. (Ref. NENA 04-002)
Broadband Remote Access Server (BRAS)	A server that routes traffic to and from the digital subscriber line access multiplexers (DSLAM) on an Internet service providers (ISP) network.

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Term	Definition
Building Unit Identifier (BUI)	A room number or equivalent designation of a portion of a structure/building.
Business Day	A 24 hour period of time beginning at midnight which is established by the Data Base Management System Providers' and/or Service Providers' hours of operation. Business days do not normally include Saturday and Sunday or any Provider's recognized holidays.
Busy Hour	The hour each day with the greatest call volume.
Busy Line Interrupt (BLI)	Ability of an operator in special circumstances or emergency situations to interrupt a conversation, if necessary at the request of a PSAP
Busy Line Verification (BLV)	An operator service whereby the operator checks a line to see if it is busy, off-hook, or whether some trouble has caused a false busy signal
Busy Tone	An audible signal indicating a call cannot be completed because the called access line is busy. The tone is applied 60 times per minute.
Cable Modem Termination System (CMTS)	The node used to control cable modems in a cable network system.
Cable TV/Telephony	Service that use hybrid coaxial/fiber network device to deliver voice grade communications.
Call Associated Signaling (CAS)	Allows for the device position or location information to be delivered to the emergency services network in the call signaling as part of the call setup information. With CAS, the originating network pushes the position information to an Emergency Services Network Entity (ESNE).
Call Back	The capability to recontact the calling party
Call Back Number	A number used by the PSAP to re-contact the location from which the 9-1-1 call was placed. The number may or may not be the number of the station used to originate the 9-1-1call.
Call Check	(see Recall Recorder)
Call Delivery	The capability to route a 9-1-1 call to the designated selective router for ultimate delivery to the designated PSAP for the caller's ANI/KEY.
Call Detail Logging	The process of recording incoming call data. Also known as ANI printout. (Ref. NENA 04-001)
Call Detail Record (CDR)	The data information sent to the ALI computer by a remote identifying device (PBX, Call Position Identifier, ...) (From 03-007)
CallPath Associated Signaling (CAS)	A method for delivery of wireless 9-1-1 calls in which the Mobile Directory Number and other call associated data are passed from the Mobile Switching Center to the PSAP via the voice path.

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Term	Definition
Call Progress Signals	Audible cues to advise 9-1-1 callers of the status of their call. (e.g. Busy Tone, Reorder Tone)
Call Relay	Forwarding of pertinent information by a PSAP attendant to the appropriate response agency (Not to be confused with Telephone Relay Service).
Call Routing	The capability to selectively route the 9-1-1 call to the appropriate PSAP.
Call Sequencer	A unit which monitors incoming calls at a PSAP and indicates to the answering positions, which of the incoming calls has been unanswered the longest.
Call Server	The term Call Server in the Interim VoIP Architecture For Enhanced 9-1-1 Services standard is used to refer to the entity in a private or public IP domain that provides service to endpoints in an emergency caller's home domain and that interworks with the SIP servers and other elements in the IP domain used to support emergency services call routing in the i2 solution. The Call Server may use SIP or some other VoIP signaling protocol within its own serving domain.
Call Set-up Time	The amount of time between when a caller dials the last one (1) in 9-1-1 and the call is presented to the appropriate PSAP.
Call Taker Position	(see Attendant Position)
Call Transfer	The capability to redirect a call to another party.
Callback Number	An identifier for an emergency caller that can be used by the PSAP to reach an emergency caller subsequent to the release of an emergency call. In the i2 solution, the Callback Number is an E.164 number, but may be represented in VoIP signaling by a uniform resource identifier (URI), for example.
Caller Hold	The capability of the PSAP to maintain control of a 9-1-1 caller's access line, even if the caller hangs up.
Calling Line Identification (CLID)	Signaling parameter that identifies the telephone number of the party placing a call.
Calling Party Hold	The capability of the PSAP to maintain control of a 9-1-1 caller's access line, even if the caller hangs up.
Calling Party's Number (CPN)	Typically a call back number associated with a wireless telephone. The CPN may also be the MDN, MIN, a temporary call back number, a tracking number or ID number and may not support call back in all cases.
Canadian Radio-television and Telecommunications Commission (CRTC)	Supervises and regulates broadcasting and telecommunications systems in Canada.
Carrier Frequency	The frequency of the unmodulated IRIG B or E signal.

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Term	Definition
Case Number	Tracking number used to reference recorded incidents and events. Related nomenclature: Call Number, Report Number, Incident number, Report number.
Cathode Ray Tube (CRT)	Video monitor used for displaying information.
Cell	The wireless telecommunications (Cellular or PCS) antenna serving a specific geographic area.
Cell face	(see Cell Sector)
Cell Sector	One face of a cell antenna (typically 3-sided) that operates independently of the other sectors.
Cell Site	The location of a cell and related equipment.
Cellular Priority Access Service (CPAS)	A uniform nationwide method of providing priority access to authorized wireless subscribers in the event of an emergency.
Central Office (CO)	The Local Exchange Carrier facility where access lines are connected to switching equipment for connection to the Public Switched Telephone Network.
Central Office (CO) Transfer	A service provided by the Central Office that allows an established call to be transferred to another location.
Central Processing Unit (CPU)	The part of a computer which performs the logical, computational and decision making functions.
Centralized Automated Message Accounting (CAMA)	A type of in-band analog transmission protocol that transmits telephone number via multi-frequency encoding. Originally designed for billing purposes.
Centrex	A business telephone service offered by some Local Exchange Carriers that provides PBX type features over access lines.
Centrex-based Internet Protocol (CTX-IP)	Telco voice service that provides Internet protocol based private automatic branch exchange or PABX-like features on all lines sued by a single customer; the switching equipment is located at the central office and is operated and maintained by the Telco.
Channel Associated Signaling (CAS)	An option for the signaling channel (time slot 16) of an E1 interface; ITU G.704. Used on digital interfaces for signaling.
China Communications Standards Association (CCSA)	A nationally unified communications standards organization that can adapt the growing market, keep pace with global industry and accord with Chinese situations.
Circuit Route	The physical path between two terminal locations.

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Term	*Definition*
Circuit-Switched Networks	Circuit-switched is a type of network in which a physical path is obtained for and dedicated to a single connection between two end-points in the network for the duration of the connection. Ordinary voice phone service is circuit-switched.
Civic Address	Any city-style address that includes a house number and a street name is considered a Civic Address. Civic Addresses include a community name that may or may not be recognized by the USPS or be MSAG valid. Civic Addresses may be used as Postal address if recognized by the USPS. Civic Addresses may be used as MSAG addresses if they are an exact match to the MSAG address. A rural route delivery address or FPO or APO address is not considered a Civic Address. See Civic Location.
Civic Location	A set of elements that describe detailed street address information. See Civic Address.
Civic To MSAG Translation	Translations consist of processes, tables or rules that can be used to: • Translate a Civic Address from/to an MSAG-format address. • Translate a Postal Address from/to an MSAG-format address. • Translate Landmark from/to an MSAG-format address (e.g. Empire State Building ---→ 350 5TH AVE). A civic address may need to be translated so that the data is consistent to the format within the existing PSAP equipment and processes (i.e., CAD, mapping, CPE).
Class of Service	A designation of the type of telephone service, e.g. residential, business, centrex, coin, PBX, wireless.
Client ID	An identifier for an instance of a Location Object (Geo Location, Civic Location or both) that is stored in a LIS.
Code Division Multiple Access (CDMA)	A digital radio interface utilized by some North American PCS carriers.

Term	Definition
CODEC (Coder/DECoder or Compression/DECompression)	In communications engineering, the term *codec* is used in reference to integrated circuits, or chips that perform data conversion. In this context, the term is an acronym for "coder/decoder." This type of codec combines analog-to-digital conversion and digital-to-analog conversion functions in a single chip. In personal and business computing applications, the most common use for such a device is in a modem. The term *codec* is also an acronym that stands for "compression/decompression." A codec is an algorithm, or specialized computer program, that reduces the number of bytes consumed by large files and programs. In order to minimize the amount of storage space required for a complicated file, such as a video, compression is used. Compression works by eliminating redundancies in data. Compression can be done for any kind of file, including text, programs, images, audio, video, and virtual reality (VR). Compression can reduce the size of a file by a factor of 100 or more in some cases. For example, a 15-megabyte video might be reduced to 150 kilobytes. The uncompressed file would be far too large to download from the Web in a reasonable length of time, but the compressed file could usually be downloaded in a few seconds. For viewing, a *decompression* algorithm, which "undoes" the compression, would have to be used.
Commercial Call Center	A privately operated call center, which answers emergency and/or non-emergency calls.
Common Language Location Identifier (CLLI)	An 11-character code assigned to a central office to designate the physical location and area served. Characters 1-4 designate the rate center location, characters 5-6 designate the state code, characters 7-8 identify the central office, and characters 9-11 specify the equipment type.
Communications Impaired	A person who is deaf, hearing impaired, or speech impaired that requires use of assistive telecommunications technology.
Communications Service Provider (CSP)	An entity that provides the services and signaling to support communication services for one or more endpoints. These services might include any combination of voice, video and/or data communications between users, or services provided by the CSP to an end user. The CSP may or may not be the provider of the access or transport network.
Company Identifier (ID) 1	A 3-5 character identifier, that distinguishes the entity providing voice service (e.g., Wireline, Wireless, VoIP, PBX, etc.) to the end user. The company identifier registry is maintained by NENA in a nationally accessible data base.
Company Identifier (ID) 2	(see Data Provider)

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Term	Definition
Competitive Data Base Provider	A company that offers telephone subscriber data base services in competition to an Incumbent Local Exchange Carrier (ILEC). This company is usually an unregulated entity.
Competitive Local Exchange Carrier (CLEC)	(see Local Exchange Carrier (LEC))
Completion	Date and time stamp when Data Base Management System Provider's Data Rep has corrected and updated all ALI data bases.
Completion Date	Applies to the Service Provider's service order process date that does the physical disconnection of dial tone by the Donor Company and the physical connection of dial tone by the Recipient Company to an end user. The expectation is that the completion date should be the due date on the service order.
Computer Aided Dispatch (CAD)	A computer based system, which aids PSAP telecommunicators by automating selected dispatching and record keeping activities.
Computer Telephone Integration (CTI)	Integrating telephone function into a computing device.
Conference Transfer	The capability to bridge a third party onto an existing call. Also known as three-way calling.
Confidence/ Uncertainty	Confidence: The mathematically derived statistical estimate indicating how sure the measuring system is that the wireless Phase 2 location data estimate is accurate, within the bounds defined by the Uncertainty value. This is expressed as a percentage, such as 90%, or 45% etc. The specific value is not representative of the accuracy of the PDE locating system. Uncertainty: The mathematically derived statistical estimate, expressed in meters, indicating the size of the area used in the calculation of Confidence. The specific value IS NOT representative of the accuracy of the PDE locating system. NOTE: Because of the differences in the way that location vendors have implemented their technologies, the resulting Confidence & Uncertainty values cannot be viewed consistently across multiple carriers. Example (not indicative of any particular company): Wireless Service Provider "A" sends the following C&U 90%, 115 meters Wireless Service Provider "B" sends the following C&U 80%, 115 meters
Consolidated PSAP	A facility where one or more Public Safety Agencies choose to operate as a single 9-1-1 entity.

Term	Definition
Constant Bit Rate (CBR)	A service class, where the bit rate is fixed, i.e., the traffic is not burst. Examples are voice and uncompressed video.
Contaminated Number Pooling	The practice of recovering full NPA-NXX's or thousands blocks of NPA-NXX's from Local Exchange Carriers who do not utilize the majority of numbers within the NXX block of 10,000 numbers. The unused numbers are assigned to other LECs. The numbers utilized within the pooled 1,000 blocks must be ported back to the LEC who is the Service Provider for the active numbers.
Contingency Routing Number (CRN)	A 24x7 PSAP emergency number, or a routing number associated with a national or default call center.
Continuity of Operations	The ability to continue operations during and after a major disaster.
Coordinate Based Routing	The process of using a Coordinate Routing Data Base (CRDB) to perform selective routing on a 9-1-1 call based on the X, Y coordinates from which the call originated. The X, Y coordinates respectively represent the longitude & latitude of a position. The CRDB provides a translation between a given position expressed in X, Y coordinates, to an Emergency Services Zone, by determining the ESZ in which the coordinates are located.
Credential Authority	An authority responsible for supporting the infrastructure to assign and revoke electronic digital certificates to i2 network entities.
Currency	Being fully trained, tested and up-to-date regarding a specific assignment. A measure of readiness.
Customer Comments	Supplementary information useful in dispatching, provided in conjunction with ALI displays.
Customer Premises Equipment (CPE)	Communications or terminal equipment located in the customer's facilities – Terminal equipment at a PSAP.
Cutover	The activation of a new telephone call processing or switching system.
Data Base	An organized collection of information, typically stored in computer systems, comprised of fields, records (data) and indexes. In 9-1-1, such data bases include MSAG, telephone number/ESN, and telephone customer records.
Data Base Management System (DBMS)	A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E9-1-1 systems.
Data Base Management System Provider	Entity providing Selective Routing (SR) and/or Automatic Location Identification (ALI) data services.
Data Bit	A binary digit, either a zero (0) or a one (1).

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Term	Definition
Data Bit Free Run	A binary digit, either zero (0) or a one (1). The operating condition of a clock in which the location oscillator is not locked to an external synchronization reference, and is using no storage techniques to sustain its operating frequency.
Data Communications Equipment (DCE)	The designation for RS-232 and EIA/TIA-574 serial communication devices such as modems. Data Communications Equipment (DCE) typically connects to Data Terminal Equipment (DTE).
Data Exchange	The process of exchanging 9-1-1 data between Service Providers and the Data Base Management System Provider.
Datagram	Nate Wilcox: "a self-contained, independent entity of data carrying sufficient information to be routed from the source to the destination computer without reliance on earlier exchanges between this source and destination computer and the transporting network."
Data Over Cable Service Interface Specifications (DOCSIS)	The name given to the specifications for residential cable Internet Access
Data Processing Day	The day in which processing of a given service order update occurs.
Data Provider	A 3-5 character identifier, that distinguishes the source of the ALI record information (e.g., service provider/reseller/private switch owner). A.K.A. Company Identifier (ID) 2.
Data Terminal Equipment (DTE)	The designation for RS-232 and EIA/TIA-574 serial terminal devices such as data terminals or PCs. Data Terminal Equipment (DTE) typically connects to Data Communications Equipment (DCE).
Deaf	Partially or completely lacking in the sense of hearing. When referencing the Deaf community, this refers to people who use American Sign Language as a primary means of communication.
Deaf-Blind	A term used to describe a person in whom hearing loss and vision impairment combine to interfere with his/her ability to function effectively in life. S/he may have either total or partial loss of both senses, or one or the other.
Decaying	Directions from positive to negative, relative to the starting points, whose transient amplitudes decay with time in a ringwave pattern. These transients are typically caused by sources internal to the PSAP (motor, lighting and inductive loads, etc.) (Ref. NENA 04-001)

Term	Definition
Decibel	A unit for expressing the relative intensity of sounds on a scale from zero for the average least perceptible sound (near total silence) to about 130 for the average pain level. A sound 10 times more powerful than 0dB is 10 dB. A sound 100 times more powerful than near total silence is 20 dB. A sound 1,000 times more powerful than near total silence is 30 dB. In normal, non-laboratory situations an average human ear can only detect a change of at least 3 db.
Dedicated Trunk	A telephone circuit used for a single purpose; such as transmission of 9-1-1 calls.
Defuult Routing	The capability to route a 9-1-1 call to a designated (default) PSAP when the incoming 9-1-1 call cannot be selectively routed due to an ANI/KEY failure or other cause.
Definitive Civic Address	In the context of location information to support IP based emergency services: An address that can be resolved into a local MSAG valid address, will yield a route to the correct PSAP when used to route an emergency call, and is bound to a specific VoIP end-point.
Delay	Anything that is done to delay transmission of the packets such as protocol conversion, queuing, etc.
Delegate Credential Authorities	A delegate credential authority issues certificates, which are derived from Valid Emergency Services Authority (VESA) certification. It is responsible for issuing certificates to the operators of network entities that utilize VESA certificates for the exchange of authenticated data on the i2-defined interfaces. Examples of delegate credential authorities may be PSAP operators, state emergency authorities, or regional 9-1-1 service providers.
Delta MSAG	The Delta MSAG is a file of incremental changes to the MSAG. The changes are applied in the order that they are presented, to either the last updated version of the MSAG or a current Baseline of the MSAG, whichever is more recent.
Department of Justice (DOJ)	A branch of the Federal Government legislated to oversee compliance of Title II of the ADA.
Derived Voice Lines	The VoDSL voice lines are derived from the data potion of the ADSL line. The phone numbers associated with the derived lines are assigned out of the Class 5 switch that the VoDSL Gateway connects to.
Dial Tone First	The provision of dial tone to enable a caller to originate and complete 9-1-1 calls from public telephones without inserting a coin or any other device. Also known as coin-free dialing.
Digital Subscriber Line (DSL)	A "last mile" solution that uses existing telephony infrastructure to deliver high speed broadband access. DSL standards are administered by the DSL Forum (http://dslforum.org/).

Term	Definition
Digital Subscriber Line Access Multiplexer (DSLAM)	Terminates an ADSL line at the central office.
Direct [and equal] Access	The ability to TTY calls without relying on an outside relay service or third party services.
Direct Connect	A method of connecting a TTY directly into the phone line. When using direct connect, you can dial directly from the keyboard and use auto-answer features.
Direct Dispatch	The performance of 9-1-1 call answering and dispatching by personnel at the primary PSAP.
Direct Inward Dialing (DID)	The ability for a caller outside a company to call an internal extension without having to pass through a switchboard operator or attendant at the MLTS.
Directory Number (DN)	A dialable 10-digit telephone number associated with a telephone subscriber or call destination.
Disaster	Any event which can cause a significant disruption to emergency calling capability.
Disaster Recovery	A specific set of procedures designed to reduce the damaging consequences of unexpected events resulting in the loss of 9-1-1 capabilities.
Discrepancies	A Service Provider term used to describe subscriber records that do not match the MSAG and are referred to an error file or report for resolution.
Discrete Multi Tone (DMT)	The transmission medium for ADSL.
Disk Operating System (DOS)	A personal computer operating system which manages the computer's resources.
Diverse Routing	The practice of routing circuits along different physical paths in order to prevent total loss of 9-1-1 service in the event of a facility failure.
Domain Name Server (DNS)	Computing device having a first octet of 172-190.
Domain Name System (DNS)	A globally distributed database for the resolution of host names to numeric IP addresses.
Donor Company	The Service Provider currently responsible for an end user's telephone service prior to the migration of the telephone number to another Service Provider.
Dual Tone Multi-Frequency (DTMF)	The transmission of a selected number or symbol (*, #) via the generation of a specific pair of tones when that number's or symbol's button on a push button telephone is pressed. Also known as Touch-Tone ™. The tones are audible and transmitted within the voice band.

Term	Definition
Dynamic Host Configuration Protocol (DHCP)	A widely used configuration protocol that allows a host to acquire configuration information from a visited network and, in particular, an IP address.
Dynamic Host Configuration Protocol Server (DHCP)	The Dynamic Host Configuration Protocol (DHCP) is a set of rules used by a communications device (such as a computer, router or networking adapter) to allow the device to request and obtain an Internet address from a server which has a list of addresses available for assignment.
Dynamic Host Control Protocol	Assignment of an IP address to a client from a host that is only viable during any one established session.
E.164 number	E.164 is an international numbering plan for public telephone systems in which each assigned number contains a country code (CC), a national destination code (NDC), and a subscriber number (SN). There can be up to 15 digits in an E.164 number. The E.164 plan was originally developed by the International Telecommunication Union (ITU).
Echo	Return of transmitted data.
Electronic Industry Association (EIA)	U.S. trade organization that issues its own standards and contributes to the American National Standards Institute.
Electronic Key Telephone System (E-Key)	A multi-line telephone system which utilizes stored program control technology instead of KSU's and KTU's.
Electro-Luminescent Display (ELD)	A type of video display which creates images of graphics or text by direct conversion of electrical energy into light. An alternative to the Cathode Ray Tube (CRT).
Electronic Industry Association (EIA)	A trade organization of manufacturers that sets standards for use of its member companies conducts education programs and lobbies in Washington for its members' collective prosperity. Also associated with the Telecommunications Industry Association (TIA).
Emergency Alert Systems (EAS)	Radio or television based broadcast of emergency event information.
Emergency Call	A telephone request for public safety agency emergency services which requires immediate action to save a life, to report a fire or to stop a crime. May include other situations as determined locally.
Emergency Location Identification Number (ELIN)	A valid North American Numbering Plan format telephone number, assigned to the MLTS Operator by the appropriate authority that is used to route the call to a PSAP and is used to retrieve the ALI for the PSAP. The ELIN may be the same number as the ANI. The North American Numbering Plan number may in some cases not be a dialable number.

Term	*Definition*
Emergency Medical Service (EMS)	Fire, hospital, poison control, etc. response centers.
Emergency Message (EM) Circuits	The special service circuits used to carry 9-1-1 calls to the PSAP.
Emergency Notification Systems (ENS)	General category for any systems used to notify persons of an emergency. May include changeable message signs, sirens, telephone and other media.
Emergency Response Location (ERL)	A location to which a 9-1-1 emergency response team may be dispatched. The location should be specific enough to provide a reasonable opportunity for the emergency response team to quickly locate a caller anywhere within it.
Emergency Ring Back	The capability of a PSAP attendant to ring the telephone on a held circuit. Requires Calling Party Hold. Also known as re-ring. (A Basic 9-1-1 feature)
Emergency Routing Data Base (ERDB)	The ERDB contains routing information associated with each Emergency Service Zone (ESZ) in a serving area. It supports the boundary definitions for ESZs and the mapping of civic address or geo-spatial coordinate location information to a particular ESZ.
Emergency Routing Data Base (ERDB) Operator	An operator that supports the real time routing server (ERDB) that can resolve location information to emergency service zone route at the request of a VPC.
Emergency Service Central Office Number (ESCO)	The information delivered to the PSAP when there is an ANI failure between the end office and the 9-1-1 Control Office. When ANI is not available, the 9-1-1 call is default routed and the ANI display at the PSAP will be "911-0TTT" (or 911-TTTT) with TTT identifying the incoming trunk group.
Emergency Service Number (ESN)	A 3-5 digit number that represents one or more ESZs. An ESN is defined as one of two types: Administrative ESN and Routing ESN (Refer to definitions elsewhere in this document.)
Emergency Service Number (ESN)/ Emergency Service Zone (ESZ)	An ESN is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
Emergency Service Zone (ESZ)	A geographical area that represents a unique combination of emergency service agencies (e.g., Law Enforcement, Fire and Emergency Medical Service) that are within a specified 9-1-1 governing authority's jurisdiction. An ESZ can be represented by an Emergency Service Number (ESN) to identify the ESZ. (Refer to ESN)

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Term	*Definition*
Emergency Service Zone Routing Data Base (ERDB)	The ERDB contains routing information associated with each Emergency Service Zone (ESZ) in a serving area. It supports the boundary definitions for ESZs and the mapping of civic address or geo-spatial coordinate location information to a particular ESZ.
Emergency Service Zone Routing Data Base (ERDB) Operator	The entity that operates the ERDB serving a defined geographic area.
Emergency Services Gateway (ESGW)	The Emergency Services Gateway (ESGW) is the signaling and media interworking point between the IP domain and conventional trunks to the E9-1-1 SR that use either Multi-Frequency [MF] or Signaling System #7 [SS7] signaling. The ESGW uses the routing information provided in the received call setup signaling to select the appropriate trunk (group) and proceeds to signal call setup toward the SR using the ESQK to represent the Calling Party Number/Automatic Number Identification (ANI) information.
Emergency Services Gateway (ESGW) Operator	Operates emergency service gateway(s).
Emergency Services Interconnection Forum (ESIF)	An open, technical/operational forum, under the auspices of the Alliance For Telecommunications Industry Solutions, with the voluntary participation of interested parties to identify and resolve recognized 9-1-1 interconnection issues. The interest of all members will be served by observing the principles of openness, fairness, consensus, and due process. ESIF will liaise with standards and governmental organizations to apprise them of its deliberations and decisions. Discussions will be focused on the FCC's Wireless Phase I and II mandates, and into other areas of emergency services interconnection." Please refer to: http://www.atis.org/esif/index.asp
Emergency Services Query Key (ESQK)	The ESQK identifies a call instance at a VPC, and is associated with a particular SR/ESN combination. The ESQK is delivered to the E9-1-1 SR and as the calling number/ANI for the call to the PSAP. The ESQK is used by the SR as the key to the Selective Routing data associated with the call. The ESQK is delivered by the SR to the PSAP as the calling number/ANI for the call, and is subsequently used by the PSAP to request ALI information for the call. The ALI database includes the ESQK in location requests sent to the VPC. The ESQK is used by the VPC as a key to look up the location object and other call information associated with an emergency call instance. The ESQK is expected to be a ten-digit North American Numbering Plan Number.

Term	Definition
Emergency Services Routing Digit (ESRD)	Either a 10-digit North American Numbering plan or non-NANPA number that uniquely identifies a base station, cell site, or sector that is used to route wireless emergency calls through the network. The ESRD may also be used to retrieve the associated ALI data with the call. These numbers can be dialable or non-dialable.
Emergency Services Routing Key (ESRK)	Either a 10-digit North American Numbering plan or non-NANPA number that uniquely identifies a wireless emergency call, is used to route the call through the network, and used to retrieve the associated ALI data. These numbers can be dialable or non-dialable.
Emergency Services Routing Number (ESRN)	The ESRN is used by the Call Server/Routing Proxy to route an emergency call to the correct ESGW, and by the ESGW to select the desired path to the appropriate SR for the call. The ESRN is expected to be a ten-digit North American Numbering Plan Number.
Emergency Service (ES) Trunks	Message trunks capable of providing ANI, connecting the serving central office of the 9-1-1 calling party and the designated E9-1-1 Control Office.
Emergency Stand Alone (ESA)	A feature within a remote switching unit (RSU) which allows for independent operation of the remote whenever the links between the host and remote are disabled. Based on translations the features are downloaded from the host to the remote prior to the failure.
Emergency Telecommunications (EMTEL)	The concept of EMTEL addresses a broad spectrum of aspects related to the provisioning of telecommunications services in emergency situations. Emergency situations may range from a narrow perspective of an individual being in a state of personal emergency (with need to make an emergency call due to sudden illness, traffic accident, outbreak of fire in the home...) to a very broad perspective of serious disruptions to the functioning of society (viz. disaster situations due to events or processes such as earthquakes, floods, large scale terrorist attacks, etc.). The concept also covers the telecommunications needs of society's dedicated resources for ensuring public safety; including police forces, fire fighting units, ambulance services and other health and medical services, as well as civil defense services. The telecommunications needs of such services have until now been satisfied by dedicated networks and equipment, often different for different services, but with modern technology it is possible to increasingly integrate such services with the public telecommunications services. Terrestrial and satellite radio/TV broadcasting and Internet services provide means for dissemination of information to the general public, in particular in hazardous and disaster situations. Telecommunications means may also be increasingly used as parts of various community functions such as health services (e.g. remote patient monitoring to reduce need for hospitalization).

Term	Definition
Emergency Telephone Notification Systems (ETNS)	Specific category for a system that uses the telephone – in conjunction with other elements – including computer based hardware and software to notify persons of an emergency.
Emerging Technologies	New technologies and network to deliver communications.
End Office	(see Central Office (CO)).
End User	The 9-1-1 caller.
End User Move Indicator (EUMI)	A field in the Local Service Request (LSR) form that indicates the end user (subscriber) is changing Service Address during the porting process.
English Language Translation (ELT)	An ELT is an alphanumeric description of the primary Law Enforcement, Fire and Emergency Medical Service agencies associated with a given Emergency Services Zone/Number. The ELT (also known as an "agency file" or "tell tale" in some systems) includes the name of the first-responder agency, and may include their station number (for dispatch purposes) and telephone number. Examples: • ESN 123 translates to: <County> Sheriff, <County> Fire, <County> EMS • ESN 130 translates to <City> Police, <City> Fire Station 57, <County> EMS • ESN 135 translates to <City> Police 6th Precinct, <City> Fire Station 22, <City> EMS (Where the element "<County>" or "<City>" is replaced with the actual County or City name.) Some 9-1-1 systems support more than three agencies. In those cases, the ELT may contain additional listings for Advanced Life Support (Paramedics and Mobile Intensive Care Units), Medevac helicopter services, State or Marine Police, etc.
Enhanced 9-1-1 (E9-1-1)	An emergency telephone system which includes network switching, data base and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, caller routing and location information, and ALI.
Enhanced 9-1-1 (E9-1-1) Control Office	The Central Office that provides the tandem switching of 9-1-1calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer, and certain maintenance functions for each PSAP. Also known as 9-1-1 Selective Routing Tandem or Selective Router.

Term	Definition
Enhanced 9-1-1 System Service Provider (E9-1-1SSP)	An E9-1-1 System Service Provider (E9-1-1SSP) provides systems and support necessary to enable 9-1-1 calling for one or more Public Safety Answering Points (PSAPs) in a specific geographic area. It is typically, but not always, an Incumbent Local Exchange Carrier (ILEC). This includes: • A method of interconnection for all telecommunications providers including but not limited to the wireline, wireless, and VoIP carriers • A method and mechanism for routing a 9-1-1 call to the Public Safety Answering Point (PSAP) with no degradation in service regardless of the technology used to originate the call • A method to provide accurate location information for an emergency caller to a PSAP and if required, to other emergency response agencies • Installation of PSAP call handling equipment and training of PSAP personnel when contracted to do so • Coordinating with PSAP authorities and other telecommunications entities for troubleshooting and on issues involving contingency planning, disaster mitigation and recovery
Enhanced 9-1-1 (E9-1-1) Tandem Office	(see Enhanced 9-1-1 Control Office)
Enhanced Data rates for GSM Evolution (EDGE)	EDGE is a digital mobile phone technology which acts as a bolt-on enhancement to 2G and 2.5G General Packet Radio Service (GPRS) networks.
Enterprise Network	A large network connecting major points in a company or other organizations not part of the public telecommunications infrastructure.
Environmental Services Research Institute (ESRI)	Software developer of geographical information system (GIS) software and technology.
Essex	(see Centrex)
Ethernet	A popular local area data communication network, which accepts transmissions from computers and terminals.
European Telecommunications Standards Institute (ETSI)	ETSI is an independent, non-profit organization, whose mission is to produce telecommunications standards for today and for the future. Based in Sophia Antipolis (France), ETSI is officially responsible for standardization of Information and Communication Technologies (ICT) within Europe. These technologies include telecommunications, broadcasting and related areas such as intelligent transportation and medical electronics.
Exchange	A defined area, served by one or more telephone central offices, within which a Local Exchange Carrier furnishes service.

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Term	Definition
Exempt Lines	Access lines not subject to 9-1-1 charges.
Failed Migrate Record	A Function of Change (M) migrate transaction record sent to the E9-1-1 DBMS by the Recipient Company which fails to process because the DBMS E9-1-1 record is still locked.
Family abduction	A family abduction occurs when, in violation of a custody order, a decree, or other legitimate custodial rights, a member of the child's family, or someone acting on behalf of a family member, takes or fails to return a child.
Fast Busy	(see Reorder Tone)
Fast Busy Tone	Also, Recorder Tone. An audible tone of 120 interrupts per minute (IPM) returned to the calling party to indicate the call cannot be processed through the network. (57-001)
Feature Group D (FGD)	An MF signaling protocol, originally developed to support equal access to long distance services, capable of carrying one or two ten-digit telephone numbers.
File Transfer Protocol (FTP)	A widely accepted, and readily available, means of communication, designed specifically to move data files between computer systems over an IP network.
Fixed Transfer	The capability of a PSAP attendant to transfer a 9-1-1 call to a pre-determined location by activating a single button.
Fixed/Static	Refers to an IP end-point that cannot move, is always in same location and always accesses a network from the same point.
Footprint	The geographic area covered by a particular wireless cell or cell sector.
Forced Disconnect	The capability of a PSAP attendant to disconnect a 9-1-1 call even if the calling party remains off-hook. Used to prevent overloading of 9-1-1 trunks.
Foreign Exchange Service (FX)	A telephone line switched in an exchange or central office other than the exchange or central office area in which the telephone is located.
Frame Relay	A dedicated digital transport service that routes information via switched packets. It is defined in ANSI data link level T 1.618.
Free Run	The operating condition of a clock in which the local oscillator is not locked to an external synchronization reference, and is using no storage techniques to sustain its operating frequency. (Ref. NENA 04-002)

Term	Definition
Frequency division duplex (FDD)	FDD is the application of frequency-division multiple access (access technology that is used by radio systems to share the radio spectrum) to separate outward and return signals. The uplink and downlink sub-bands are said to be separated by the "frequency offset". Frequency division duplex is much more efficient in the case of symmetric traffic. In this case TDD tends to waste bandwidth during switchover from transmit to receive, has greater inherent latency, and may require more complex, more power-hungry circuitry. Another advantage of FDD is that it makes radio planning easier and more efficient since base stations do not "hear" each other (as they transmit and receive in different sub-bands) and therefore will normally not interfere each other. With TDD systems, care must be taken to keep guard bands between neighboring base stations (which decreases spectral efficiency) or to synchronize base stations so they will transmit and receive at the same time (which increases network complexity and therefore cost, and reduces bandwidth allocation flexibility as all base stations and sectors will be forced to use the same uplink/downlink ratio)
Gateway	The Point at which a circuit-switched call is encoded and repackaged into IP packets – Equipment that provides interconnection between two networks with different communications protocols; two examples are packet assembler/disassemblers and protocol converters. Gateways operate at the 4th through 7th layers of the Open Systems Interconnection model.
Gateway Mobile Location Center (GMLC/MLC)	The GMLC serves as the point of interface to the GSM wireless network for the Emergency Services Network. The GMLC serves as the entity which retrieves, forwards, stores and controls position data within the location network. It receives Position Information from the wireless network, forwards it to the Emergency Service Network upon request and coordinates requests for position update.
General Packet Radio Service (GPRS)	GPRS is a mobile data service available to users of GSM mobile phones. It is often described as "2.5G", that is, a technology between the second (2G) and third (3G) generations of mobile telephony. It provides moderate speed data transfer, by using unused TDMA channels in the GSM network. Originally there was some thought to extend GPRS to cover other standards, but instead those networks are being converted to use the GSM standard, so that is the only kind of network where GPRS is in use. GPRS is integrated into GSM standards releases starting with Release 97 and onwards. First it was standardized by ETSI but now that effort has been handed onto the 3GPP.
Generic Digit Parameter (GDP)	Identifies the type of address to be presented in calls set up or additional numeric data relevant to supplementary services such as LNP or E9-1-1.

Term	Definition
Geographic Number Portability (GNP)	A form of telephone number portability, where a telephone number may be ported outside its originally assigned rate center (e.g., across LATA boundaries, or to another state). This is different from Local Number Portability (LNP) where the telephone number must be reused within the same rate center.
Geographic Information System (GIS)	A computer software system that enables one to visualize geographic aspects of a body of data. It contains the ability to translate implicit geographic data (such as a street address) into an explicit map location. It has the ability to query and analyze data in order to receive the results in the form of a map. It also can be used to graphically display coordinates on a map i.e. Latitude/Longitude from a wireless 9-1-1 call.
Geo Location	Latitude, longitude, elevation, and the datum which identifies the coordinate system used. For the i2 solution it is expected that geo location information will be formatted using the World Geodetic System 1984 (WGS84) datum.
Global Positioning System (GPS)	A satellite based Location Determination Technology (LDT).
GR303	A Telcordia standard for communicating from a central office to a remote line module.
Grade of Service	The probability (P), expressed as a decimal fraction, of a telephone call being blocked. P.01 is the grade of service reflecting the probability that one call out of one hundred during the average busy hour will be blocked. P.01 is the minimum recommended Grade of Service for 9-1-1 trunk groups.
Global Standard for Mobile Communications (GSM)	International standard digital radio interface utilized by some North American PCS carriers.
Groupe Speciale Mobile (GSM)	Global System for Mobile Communications. The predominant digital telephone service technology outside the United States, with some services within the United States. The radio interface is either in the 9—MHZ or 1.8GHZ band.
H.323	Specified in International Telecommunications Union-Telecommunications (ITU-T) specification H.323, the specification for transmitting multimedia (voice, video, and data) across a network, and is used in some VoIP architectures.
Hard of Hearing	The term "hard of hearing" refers to those who have some hearing, are able to use it for communication purposes, and who reasonably comfortable doing so. A hard of hearing person, in audiological terms, may have a mild to moderate hearing loss.

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Term	*Definition*
Health Insurance Portability and Accountability Act (HIPAA)	Federal regulation protecting patients from unauthorized disclosure of medical information.
Hearing Carry Over (HCO)	A method which utilizes both voice and text communications on the same call, allowing a person who is speech impaired to listen to the other party's conversation and respond by typing via a TTY or other means of text communications.
Hertz	Hertz (abbreviated Hz) is a unit of frequency (of change in state or cycle in a sound wave, alternating current, or other cyclical waveform) of one cycle per second. It replaces the earlier term; cycle per second (cps). In acoustic sound, the range of average human hearing is from 20 Hz to roughly 20 kHz (20 thousand Hertz). The pitch of middle C on a piano is 263 Hz.
High Bit Rate Digital Subscriber Line (HDSL)	A bi-directional T1 or DS1 service for the local loop, but restricted to being served from Carrier Service Area, probably at less than two miles from the subscriber.
Highway Call Box	A telephone enclosed in a box and placed along a highway that allows a motorist to summon emergency and non-emergency assistance.
Host Mobility	Powerful IP new routing capability that allows a device to move to another host network and still be identified.
Host Switch	An end office with an internal controller or intelligent process used to complete calls. A host switch controls the function of a remote switch unit (RSU) via a central "control" or "processor" resident within the host switch.
Idle Circuit Tone Application	A feature which applies a distinctive tone toward the PSAP attendant to distinguish between calls that have been abandoned before the attendant answers, and calls where the caller is unable or unwilling to speak.
Implementation and Coordination Office (ICO)	National 9-1-1 Implementation and Coordination Office, previously known as the National 9-1-1 Program Office, currently jointly operated by NHTSA and the National Telecommunication Information Administration which was created and funded by the ENHANCE 9-1-1 Act of 2004. (http://www.e-911ico.gov)
Impulse Transient	A high energy unidirectional voltage or current impulse resembling a "spike" which is typically caused by sources external to the PSAP (lightning, grid switching, etc.). (Ref. NENA 04-001)
Incident Commander	Title that identifies the individual responsible for a specific incident or event.
Incumbent Local Exchange Carrier (ILEC)	A telephone company that had the initial telephone company franchise in an area.

Term	Definition
Instant Call Recorder	A device that allows the user to instantly playback all (or portions of) a call for service to clarify or validate what was heard by the operator to what was said by the caller. Also called and Instant Recall recorder.
Instant Playback Recorder	(see Recall Recorder)
Institute of Electrical and Electronic Engineers (IEEE)	A publishing and standards making body responsible for many telecom and computing standards.
Integrated Access Device (IAD)	Replaces the standard DSL modem at the customer premises. Typically has a built-in standard DMT based DSL modem, an Ethernet Interface for the PC or any other data device and anywhere from 4 to 12 analog ports for phones.
Integrated Services Digital Network (ISDN)	International standard for a public communication network to handle circuit-switched digital voice, circuit-switched data, and packet-switched data.
Integrated Service Digital Network Digital Subscriber Line (ISDL)	A digital interface providing multiple channels for simultaneous functions between the network and CPE
Integrated Services Digital Network User Part (ISUP)	A message protocol to support call set up and release for interoffice voice call connections over SS7 Signaling.
Integrated TTY	Integrated TTY refers to TTY functionality that has been integrated within a computer work station. This may be found within the 9-1-1 telephony system or interfaced in a CAD (computer aided dispatch) system.
Intelligent Network	A telecommunications network that has functions and controls distributed at various nodes on and off the network, enabling great flexibility in transport. This is an SS7 network that includes components such as SSP (Signal Switching Point), STP (Signal Transfer Point), and SCP (Service Control Point or Switch Control Point – depending on the reference you read).
Intelligent Transport System (ITS)	Multi-disciplined plan, under the jurisdiction of the U.S. Dept. of Transportation, to improve traffic flow.
Intelligent Workstation (IWS)	Computer based 9-1-1 answering position equipment that includes computer telephony integration.
Interactive Voice Response (IVR)	A computer system accessible by registered users utilized to identify the Service Provider and 24 X 7 access number for telephone numbers which have been ported or pooled.
Inter-center testing	This is a testing mechanism by which call takers make test calls to other PSAP's to test their proficiency.

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Term	Definition
Interim Number Portability (INP)	The practice of moving a customer to a new carrier using a new telephone number, with the old telephone number forwarded to the new telephone number.
Inter-local Services Agreement	An agreement among governmental jurisdictions or privately owned systems, or both, within a specified area to share 9-1-1 system costs, maintenance responsibilities, and other considerations.
Inter-Range-Instrumentation Group (IRIG)	This group, in 1959, proposed a series of time code formats now known as IRIG or NASA time codes. (Ref. NENA 04-002)
Inter-Tandem Transfer	The capability of transferring a call over the 9-1-1 network from a PSAP served by one 9-1-1 tandem to a PSAP served by a different 9-1-1 tandem.
Internal Clock	A time-of-day reference source for timing information in equipment or systems. (Ref. NENA 04-002)
International Multimedia Teleconferencing Consortium (IMTC)	VoIP Forum
International Telecommunications Union – Telecommunications (ITU-T)	International standards body for all communications services.
International Telecommunications Union – Development (ITU-D)	The ITU-D is responsible for creating policies, regulation and providing training programs and financial strategies in developing countries. The mission of the ITU-D is to facilitate and enhance telecommunication development worldwide by offering, organizing and coordinating technical cooperation and assistance activities.
International Telecommunications Union – Radiocommunications (ITU-R)	The ITU-R plays a vital role in the management of the radio-frequency spectrum and satellite orbits, finite natural resources which are increasingly in demand from a large number of services such as fixed, mobile, broadcasting, amateur, space research, meteorology, global positioning systems, environmental monitoring and, last but not least, those communication services that ensure safety of life at sea and in the skies.

Term	Definition
Internet Architecture Board (IAB)	The IAB is the committee charged with oversight of the technical and engineering development of the Internet by the Internet Society (ISOC). It oversees a number of Task Forces, of which the most important are the Internet Engineering Task Force (IETF) and the Internet Research Task Force (IRTF). The body which eventually became the IAB was originally formed by the United States Department of Defense's Defense Advanced Research Projects Agency under the name Internet Configuration Control Board in 1979; it eventually became the Internet Advisory Board in September, 1984, and then the Internet Activities Board in May, 1986 (the name was changed, while keeping the same acronym). It finally became the *Internet Architecture Board*, under ISOC, in January, 1992, as part of the Internet's transition from a U.S.-government entity to an international, public entity.
Internet Assigned Numbers Authority (IANA)	IANA is the entity that oversees global IP address allocation; DNS root zone management, and other Internet protocol assignments.
Internet Corporation Assigned Names and Numbers (ICANN)	Emerging authority for public domain addresses and URL's.
Internet Engineering Steering Group (IESG)	The IESG is a body composed of the Internet Engineering Task Force Chair and Area Directors.
Internet Engineering Task Force (IETF)	Lead standard setting authority for internet protocols.
Internet Protocol (IP)	The method by which data is sent from one computer to another on the Internet or other networks.
Internet Protocol Access Network (IP Access Network)	The network in which the first IP address is assigned to an end-point. For residential networks the creation and supply of an access network may require the co-operation of several different providers. For example an ISP may lease lines and DSLAM capacity from an existing telephony provider, in such a circumstance both entities are required in the providing of an access network.
Internet Protocol Address (IP Address)	A 32-bit address assigned to hosts using TCP/IP. An IP address belongs to one of five classes (A, B, C, D, or E) and is written as 4 octets separated by periods (dotted decimal format). Each address consists of a network number, an optional sub network number, and a host number. The network and sub network numbers together are used for routing, while the host number is used to address an individual host within the network or sub network.

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Term	Definition
Internet Protocol-Coordination Ad-Hoc Committee (IP-COAD)	One of the major challenges facing VoIP services is the lack of technical standards in place that allow customers to initialize calls to the proper 9-1-1 call center in an emergency. To respond to these VoIP challenges, ATIS' Emergency Services Interconnection Forum (ESIF) recently launched a new "IP Coordination Ad Hoc Committee" to contribute to the planning, development, and architectural design of an overall IP-based Enhanced 9-1-1 (E9-1-1) system.
Internet Protocol Private Branch Exchange (IPBX (or IP PBX)	An IP PBX is a private branch exchange (telephone switching system within an enterprise) that switches calls between VoIP (Voice over Internet Protocol or IP) users on local lines while allowing all users to share a certain number of external phone lines. The typical IP PBX can also switch calls between a VoIP user and a traditional telephone user, or between two traditional telephone users in the same way that a conventional PBX does. The abbreviation may appear in various texts as IP-PBX, IP/PBX, or IPPBX.
Internet Protocol Security (IPSec)	IPSec is the next-generation network layer crypto platform. IPSec can be found on routers, firewalls, and client desktops
Internet Protocol Telephony (IP Telephony)	A general term for the technologies that use the IP's packet-switched connections to exchange voice, fax, and other forms of information that have traditionally been carried over the dedicated Circuit-Switched (CS) connections of the PSTN. The IP address may change each time the user logs on.
Internet Service Provider (ISP)	Company that provides Internet access to other companies and individuals
Internet Society (ISOC)	ISOC is a professional membership society with more than 100 organizations and over 20,000 individual members in over 180 countries. It provides leadership in addressing issues that confront the future of the Internet, and is the organization home for the groups responsible for Internet infrastructure standards, including the Internet Engineering Task Force (IETF) and the Internet Architecture Board (IAB).
Internet Telephone Service Provider (ITSP)	An ITSP offers an Internet data service for making telephone calls using Voice over Internet Protocol technology. Most ITSPs use SIP or H.323 (although H.323 use is declining) for transmitting telephone calls as IP data packets. Customers may use old plain telephones with an analog telephone adaptor (ATA) providing RJ-11 to Ethernet connection.
Internet Telephony Service Provider (ITSP)	A Company providing Internet based telephony services
International Telecommunications Union (ITU)	The telecommunications agency of the United Nations established to provide worldwide standard communications practices and procedures. Formerly CCITT
Interoperability	The capability for disparate systems to work together.

Term	Definition
Interworking	Concept where systems or components from different origins or companies, running on different hardware and operating systems, working together to perform some tasks using common standard network procedure or protocol.
Intra-center testing	This is a testing mechanism by which call takers make test calls from position to position within the Center utilizing the internal telephony system.
ISDN PSAP	(see Public Safety Answering Point)
Jack (RJ-11)	Standard 4-wire connector for phone lines.
Jitter	Packets arriving at a non consistent rate due to a type of distortion caused by the variation of a signal from its reference that can cause data transmission errors, particularly at high speeds.
Jurisdiction	A government agency that has contracted for Enhanced 9-1-1 service. This may be a county, a city, a COG, or a 9-1-1 Area.
Jurisdictional Address	An MSAG valid address for the physical location of a subscriber access line, which has been assigned by the jurisdiction's local addressing authority; i.e., planning department, zoning department, etc. and is used for 9-1-1 emergency dispatching purposes.
Key Pulse (KP)	An MF signaling tone (digit)
Key Service Unit (KSU)	Equipment which provides ringing, lamp voltages, conference, etc. for multi-line key telephone sets.
Key Telephone System (KTS)	A multi-line telephone system comprised of multi-line telephone sets, KTU's and KSU's. Also a type of Multi-line Telephone System designed to provide shared access to several outside lines through buttons, or keys, typically offering identified access lines with direct line appearance or termination on a given telephone set.
Key Telephone Unit (KTU)	A unit mounted in a KSU, required per line, providing key telephone control functions. E.g. hold, lamp, common ringing.
Landline	Colloquial term for the Public Switched Telephone Network access via an actual copper or fiber optic transmission line that travels underground or on telephone poles. Used to differentiate the "wireless" connectivity of a cellular or PCS system.
Landmark Location	Landmark locations can be Civic Addresses but are generally the names of buildings or other commonly known recognized places (e.g., The Empire State Building, The Alamo, etc.) or the name by which a prominent feature is publicly known.

Term	Definition
Last Routing Option (LRO)	The LRO is sent by the VPC to the Call Server/Routing Proxy and provides the Call Server/Routing Proxy with a "last chance" destination for the call. The LRO may be the Contingency Routing Number (CRN), which is a 24x7 PSAP emergency number, or it may contain a routing number associated with a national or default call center. The content of the LRO will depend on the condition that resulted in the providing of the LRO. Ultimately the usage of LRO routing data for call delivery is based on logic internal to the Call Server/Routing Proxy.
LATA Switching Systems Generic Requirements (LSSGR)	A set of Telcordia (formerly Bellcore) specifications defining the requirements of LATA switching systems.
Layer-2 Tunneling Protocol (L2TP)	Allows Point to Point Protocol (PPP) sessions to be tunneled over IP and ATM networks
Light Emitting Diode (LED)	Lamps used for display of information. Commonly used on telephone sets to indicate line status.
Line Digital to Trunk (PSAP) (LDT)	A type of Multi Frequency (MF) trunk interface that requires the PSAP equipment to dip the ALI data base.
Liquid Crystal Display (LCD)	A type of video display that creates images of graphics or text by aligning liquid crystals so that they reflect light. An alternative to the Cathode Ray Tube (CRT).
Local Access and Transport Area (LATA)	The geographical areas within which a local telephone company offers telecommunications services.
Local Area Network (LAN)	A transmission network encompassing a limited area, such as a single building or several buildings in close proximity.
Local Exchange Carrier (LEC)	A Telecommunications Carrier (TC) under the state/local Public Utilities Act that provide local exchange telecommunications services. Also known as Incumbent Local Exchange Carriers (ILECs), Alternate Local Exchange Carriers (ALECs), Competitive Local Exchange Carriers (CLECs), Competitive Access Providers (CAPs), Certified Local Exchange Carriers (CLECs), and Local Service Providers (LSPs).
Local Exchange Routing Guide (LERG)	A data base which defines inter-exchange call routing in the North American Public Switched Telephone Network. It associates NPA/NXX's with their appropriate network elements.
Local Loop	A physical facility between a customer's network interface and the local serving central office. The most common form of local loop is a pair of wires.

Term	Definition
Local Notification	A system capability whereby a call to 9-1-1 from a MLTS extension is directed through the 9-1-1 Network to a Public Safety Answering Point and simultaneously to a switchboard operator, attendant, or designated personnel where assistance can be provided to the Public Safety Answering Point to locate the caller and/or to assist in directing response. For Local Notification, the call back number shall be a phone number that can be dialed from the PSTN, which will be answered by the switchboard operator, attendant or designated personnel. Local Notification must include the capability for the switch board operator, attendant or designated personnel to identify the location of telephone lines that have dialed 9-1-1.
Local Number Portability (LNP)	A process by which a telephone number may be reassigned from one Local Exchange Carrier to another.
Local Number Portability Administration Center (NPAC) Data Base	The eight (8) regional Number Portability Administration Center Data Bases which contain current Service Provider switching specific information about TNs involved in porting activity.
Local Operational MSAG	A Local Operational MSAG is maintained in a format other than the recommended standard set forth in NENA 02-010 and 02-011. This format may consist of variances to the standard MSAG such as unparsed and concatenated fields for directional, street name, and suffix. (See Standard MSAG and MSAG Address)
Local Service Management System (LSMS) Data Base	The LSP owned network data base which holds down-loaded ported number information. The NPAC SMS (service management system) downloads information to the LSMS; the LSMS supplies porting data to the SCP (service control point) used for the routing of telephone calls.
Location	In the context of location information to support IP based emergency services: The physical position of VoIP end-point expressed in either civic or geodetic form.
Location Acquisition	In the context of location information to support IP based emergency services: Refers to the way in which a network determined location is provided to the network entity responsible for inserting the location information into the context of an emergency call. Location information may be pushed to the network entity by the LIS, or pulled by the network entity from the LIS. The network entity may be the target, or it may be some other routing node such as a proxy or call-server.
Location-aware	In the context of location information to support IP based emergency services: Used to describe IP endpoint devices that are location-capable and that have acquired location information, either with network assistance or by self-determination.

Term	Definition
Location By-Reference	An identifier that when referenced in the correct manner by an authenticated and authorized entity will yield the location of an IP end-point. An example of a location reference is a URI.
Location By-Value	In the context of location information to support IP based emergency services: A PIDF-LO containing the location of an IP end-point that can be attributed to a specific point in time.
Location-capable	Used to describe IP devices that are capable of requesting, acquiring, and storing location information as well as including this information in a PIDF-LO when originating an emergency call.
Location Conveyance	Refers to the act of transporting location information with an emergency call.
Location Data Security	A process to ensure that a relatively high degree of security for correctness of information, integrity, and authorization of access, authenticity/secrecy, and accuracy of information. The intent of the NENA i2 solution is to provide functional equivalency to the existing network services in an IP-based environment, and this includes ensuring that the location information is valid and secure.
Location Dependability	In the context of location information to support IP based emergency services: Reflects the level of trust that a receiving node has in the quality and authenticity of the location information being provided.
Location Determination	In the context of location information to support IP based emergency services: Act of using measurements taken from the access network to calculate or otherwise discover the physical location of a device.
Location Determination Technology (LDT)	A system which computes the x and y coordinates of a wireless 9-1-1 caller.
Location Estimate	In the context of location information to support IP based emergency services: The approximate physical position of an IP end-point expressed in either civic or geodetic form usually accompanied by a degree of uncertainty. The degree of uncertainty may be expressed by a reduction in precision. For civic locations this equates to the number of fields specified while for geodetic locations it equates to the definition of an area or volume specified as a shape.
Location-incapable	Used to describe IP devices that are not capable of requesting, acquiring, or storing location information. This includes most current IP devices.
Location Information Element (LIE)	A protocol container for either or both of: • one Location Key (LK) • one Presence Information Data Format (PIDF) document

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Term	Definition
Location Information Server (LIS)	LIS serves as a repository for location information. Location information is in the form of civic address or geo-spatial location attributes correlated with a particular physical location. The LIS is configured with mappings between individual location information and a logical representation of the physical locations with which they are associated. This set of associations is called a "wiremap."
Location Information Server (LIS) Operator	Operates the LIS associated with the IP access network used by the callers.
Location Information Server Identifier (LIS-ID)	An identifier for the LIS in which the location object (LO) is stored.
Location Key (LK)	An object that uniquely identifies an instance of a LO that is stored/managed by a LIS on behalf of a VoIP endpoint. The Location Key must contain: • **LIS-ID** – an identifier for the LIS in which the LO is stored. • **Client ID** – an identifier for an instance of a LO (Geo Location, Civic Location or both) that is stored in a LIS.
Location Object (LO)	The LO is used to refer to the current position of a VoIP endpoint that originates an emergency call. The LO is expected to be formatted as a Presence Information Document Format – Location Object (PIDF-LO) as defined by the IETF in draft-ietf-geopriv-pidf-lo-03[8]. The PIDF-LO may be: • **Geo location** – latitude, longitude, elevation, and the datum which identifies the coordinate system used. For the i2 solution it is expected that geo location information will be formatted using the World Geodetic System 1984 (WGS84) datum. • **Civic location** – a set of elements that describe detailed street address information.
Location Recipient	In the context of location information to support IP based emergency services: A location recipient is the consumer of location information. This may be the target, the PSAP, the VPC or any other node that uses location information when it is provided.
Location-unaware	Used to describe IP devices that are location-capable but that have not been able to successfully acquire location information, either with network assistance or by self-determination.
Location Validation	Refers to the action of ensuring that a civic address can be used to discern a route to a PSAP.

Term	Definition
Logging Recorder	A voice-band audio recorder which records to and plays from a permanent storage media such as tape or disk. Logging recorders are typically multi-channel so as to simultaneously record from several sources.
Login	The process of identifying and authenticating oneself to a computer, ACD or E9-1-1 attendant position system.
Loopback	A type of diagnostic test in which a transmitted signal is returned to the transmitting device and then compared to the original signal.
Lost otherwise missing	A child's whereabouts are unknown to the child's caretaker and this causes the caretaker to be alarmed for at least 1 hour and try to locate the child, under one of two conditions: (1) the child was trying to get home or make contact with the caretaker but was unable to do so because the child was lost, stranded, or injured; or (2) the child was too young to know how to return home or make contact with the caretaker.
Main Station	(see Access Line)
Management Information System (MIS)	A program that collects, stores and collates data into reports enabling interpretation and evaluation of performance, trends, traffic capacities, etc.
Manual Transfer	The capability of a PSAP attendant to transfer a 9-1-1 call to another location by manually dialing the destination number or speed dialing code.
Master Clock	An accurate timing device that generates synchronization signals to control other clocks or equipment. (Ref. NENA 04-002)
Master Street Address Guide (MSAG)	A data base of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.
Master Street Address Guide (MSAG) Address	Address recognized by Public Safety for the dispatch of emergency first responders. It is an absolute and unique address in that variants for directions, street spelling, street suffixes, and community names are not allowed. It is preferred that MSAG Addresses be in Civic Address format. The community name associated with this address format is assigned by the Addressing Authority in cooperation with the 9-1-1 Administrator and may or may not be the same as the community name assigned by the USPS. MSAG addresses are used to route 9-1-1 calls and for ALI display. NOTE: MSAG Address data format is not standardized throughout the country. This is generally attributed to legacy system limitations that have been continued as operational practices on the part of 9-1-1 administrative entities. This fact gives rise to the need for two subtending MSAG definitions. (See Standard MSAG and Local Operational MSAG.)

Term	*Definition*
Master Street Address Guide (MSAG) Administrator	The organizational entity responsible for maintaining a specific set of MSAG data in order to keep it relevant and up-to-date. The MSAG Administrator is the final authority on MSAG accuracy and works with the appropriate 9-1-1 Administrator to maintain integrity of the data.
Master Street Address Guide (MSAG) Consumer	Identifies appropriate organizational entities that have an accepted need for the MSAG in order to support E9-1-1 (e.g., DBMSPS, SPs, Wireless, VDBs, ERDBs, VSPs).
Master Street Address Guide (MSAG) Discrepancy	An MSAG Discrepancy is defined as a record being retrieved from ALI during an actual E9-1-1 call with incorrect information because an MSAG field was incorrect. For example, incorrect ESN assignment or transposition of numbers, incorrect house number ranges, odd/even indicator.
Master Street Address Guide (MSAG) Error	An MSAG error is defined as a hard error from DBMS service order processing or a manual update that failed to meet the MSAG specifications.
Master Street Address Guide (MSAG) FTP Client	Describes the system which connects to the MSAG FTP Server in order to retrieve MSAG data files. Throughout this document the MSAG FTP Client will referred to as the "FTP client".
Master Street Address Guide (MSAG) FTP Interface	Utilizes the SFTP protocol that has been implemented on one or more managed file servers, which enables the transfer of MSAG data files to authorized MSAG consumers.
Master Street Address Guide (MSAG) FTP Server	The system that the MSAG Source organization uses for distributing MSAG data files to necessary recipients. MSAG data files may be distributed on several servers with each server responsible for enforcing user authentication processes for any MSAG FTP Client system. Throughout this document the MSAG FTP Server will referred to as the "FTP server".
Master Street Address Guide (MSAG) Operator	Typically the Database Management System Provider (DBMSP). Works in conjunction with 9-1-1 Administrator to provide and maintain the database equipment and infrastructure that supports the access and retrieval of the MSAG data by authorized parties
Master Street Address Guide (MSAG) Source	Represents a recognized supplier of MSAG files, which may be the MSAG Administrator, or an authorized MSAG Operator. The MSAG Source is typically the E9-1-1 System Service Provider, but may be the 9-1-1 Administrator's MSAG Administrator.
Mechanical Dialer	(see Automatic Alarm and Automatic Alerting Device)

Term	Definition
Media Gateway Control Protocol (MGCP)	In computing, MGCP is a protocol used within a Voice over IP system. MGCP is an internal protocol used within a distributed system that can appear to the outside world as a single VoIP gateway. This system is composed of a Call Agent, at least one "media gateway" (MG) that performs the conversion of media signals between circuits and packets, and at least one "signaling gateway" (SG) when connected to the PSTN. MGCP is a client-server protocol, used by telephony providers in order to have more control over subscribers, contrary to the Session Initiation Protocol (SIP) or H.323 that are peer-to-peer protocols. However, MGCP and SIP can be combined in some cases.
Message Encryption	Message encryption is a process of disguising a message in such a way as to hide its substance.
Message Integrity	Message integrity mechanisms provide protection against unauthorized message modifications.
Micro-Cell	Commonly used to describe PCS cells due to their much smaller footprint compared to a Cellular cell.
Migrate	The term used to describe the inward transaction the Recipient Company submits to the 9-1-1 Data Base Management System Provider that signifies movement of telephone service from a Donor Service Provider.
Millisecond (ms)	One-thousandth of a second (0.001 s)
Misroute	An E9-1-1 call routed to an incorrect PSAP due to a network discrepancy; i.e., wrong ESN in selective routing data base, incorrect switch translations.
Mobile	In the context of location information to support IP based emergency services: A user is said to be mobile if they are able to change access points while preserving all existing sessions and services regardless of who is providing the access network, and their location may be definitively represented by a geographic co-ordinates but only indicatively represented by a civic address.
Mobile Competence Centre (MCC)	The Mobile Competence Centre (MCC) provides support to the 3rd Generation Partnership Project (3GPP), as well as to ETSI's Technical Committee projects. MCC combines voluntary resources with funded resources, all of which are located at the ETSI Headquarters in Sophia Antipolis, southern France. Some experts have been provided by the 3GPP Partners; the remaining team members are paid for from the MCC budget.
Mobile Directory Number (MDN)	The telephone number dialed to reach a wireless telephone.
Mobile Identified Number (MIN)	A 34-bit binary number that a wireless handset transmits to identify itself to the wireless network.

Term	Definition
Mobile Position Center (MPC)	The MPC serves as the point of interface to the ANSI wireless network for the Emergency Services Network. The MPC serves as the entity which retrieves, forwards, stores and controls position data within the location network. It can select the PDE(s) to use in position determination and forwards the position to the requesting entity or stores it for subsequent retrieval. In the case of a PDE with autonomous determination capability, the MPC receives and stores the position estimation for subsequent retrieval. The MPC may restrict access to position information (e.g., require that the MS be engaged in an emergency service call or only release position information to authorized nodes.)
Mobile Station (MS)	The Mobile Station is the end user making the emergency services call. In Phase 2 it is up to the location terminology in the wireless network to locate the Mobile Subscriber's handset so that the Position Information may be passed to the Emergency Services Network.
Mobile Switching Center (MSC)	The wireless equivalent of a Central Office, which provides switching functions from wireless calls.
Mobile Switching Center Trunk Alternate Route	The routing condition that occurs when all trunks from the MSC to SR are *out of service* and calls need to be routed to the PSAP. The scenario represents an MSC to SR trunk *failure* condition versus an all trunks *busy* condition. (57-001)
Mobile Switching Center Default Route	The routing condition that occurs when a) a wireless 9-1-1 call arrives at an MSC with insufficient data to allow normal routing to the correct PSAP, or b) all dedicated MSC to SR trunks, primary and secondary routes, are out of service (i.e., trunk *failure* condition).(57-001)
Mobile Switching Center Trunk Overflow	The routing condition that occurs when all trunks from the MSC to the SR are busy with calls and additional calls need to be routed to the PSAP. Wireless call volume exceeds available MSC to SR trunk capacity. (57-001)
Mobile Switching Office (MSO)	(see Mobile Switching Center (MSC))
Modem	An interface device which allows digital data signals to be transmitted over analog telephone lines.
Multi-Frequency (MF)	A type of in-band signaling used on analog interoffice and 9-1-1 trunks.
Multi-Line Telephone System (MLTS)	A system comprised of common control unit(s), telephone sets, and control hardware and software. This includes network and premises based systems. i.e., Centrex and PBX, Hybrid, and Key Telephone Systems owned or leased by governmental agencies and non-profit entities, as well as for profit businesses.
Multi-Line Telephone System (MLTS) Operator	The entity that either owns, or leases/rents from a third party, and operates a MLTS through which a caller/person may place a 9-1-1 call through the public switched network.

Term	Definition
MultiMedia Telecommunications Association (MMTA)	MMTA focuses on the convergence of communications and computing. Providing an open forum for the development of global markets, MMTA strives to ensure a high level of competency and creativity in the delivery of new technology-based solutions to the business community. In the fall of 2000, MMTA was integrated into TIA.
Multi-Protocol Label Switching (MPLS)	A mechanism that allows network administrators to perform a measure of traffic engineering within their networks.
Multi Protocol Over ATM (MPOA)	A specification that enables ATM services to be integrated with existing local-area networks (LANs) that use Ethernet, token-ring or TCP/IP protocols. The goal of MPOA is to allow different LANs to send packets to each other via an ATM backbone.
Namespace Name	The full-form name of a namespace. For example, "*Library Of Congress Catalogue Number*" or "urn:*oasis names:tc:emergency:cap:1.1*" (the XML namespace name assigned to the OASIS Common Alerting Protocol schema definitions).
Namespace Qualifier	A short-form synonym of a namespace name. It is used together with an object identity to make explicit the defining (parent) namespace of the identity. We will then say that the identity is *namespace-qualified.* For example, LCCN is used for the "*Library Of Congress Catalogue Number*" namespace.
Namespace Prefix	The equivalent of *namespace qualifier* in XML – a short-form synonym for a *namespace URI.*
Namespace Uniform Resource Identifier (URI)	The XML specific *namespace name.*
National Emergency Number Association(NENA)	The National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.
Nationally Recognized Testing Laboratory (NRTL)	Any of several testing laboratories recognized in the United States in accordance with industry and municipal standards.
Network Access Identifier (NAI)	An identifier commonly used to tie a user to a specific realm.
Network Access Server (NAS)	A device that controls access to a network or to an ISP. It is an access gateway between an external communications network and an internal network.

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Term	Definition
Network Address Translation (NAT)	In computer networking, the process of **network address translation (NAT,** also known as **network masquerading** or **IP-masquerading**) involves re-writing the source and/or destination addresses of IP packets as they pass through a router or firewall. Most systems using NAT do so in order to enable multiple hosts on a private network to access the Internet using a single public IP address.
Network Element Security	Describes methods for securing any layer 3 device in an IP network – including routers and some switches. This includes both physical and IT related security practices.
Network Layers Model	The OSI, or Open System Interconnection, model defines a networking framework for implementing protocols in seven layers. Control is passed from one layer to the next, starting at the application layer in one station, and proceeding to the bottom layer, over the channel to the next station and back up the hierarchy. In ascending order the layers are: physical, data link, network, transport, session, presentation, and application.
Network Layer Security	This is security deployed by layer 3 devices that prevent attacks aimed at terminating network services. This includes firewalls, ACL's and other network related devices and techniques for threat mitigation.
Network Location Determination	In the context of location information to support IP based emergency services: Refers to the mechanism and data that a network entity can use to ascertain the whereabouts of a terminal in the access network such that the location can be specified in a valid PIDF-LO.
Network Reliability Council (NRC)	A study group made up of experts in the field of networks as they relate to Public Safety Systems charged with assessing the reliability of the network and to make recommendations concerning service quality.
Network Time Protocol (NTP)	A powerful utility for synchronizing system clocks over a TCP/IP network.
Next Generation 9-1-1 (NG9-1-1)	NG9-1-1 is the next evolutionary step in the development of the 9-1-1 emergency communications system known as E9-1-1 since the 1970s. NG9-1-1 is a system comprised of managed IP-based networks and elements that augment present-day E9-1-1 features and functions and add new capabilities. NG9-1-1 will eventually replace the present E9-1-1 system. NG9-1-1 is designed to provide access to emergency services from all sources, and to provide multimedia data capabilities for PSAPs and other emergency service organizations. NOTE: It is recognized that there will be a multi-year transition to NG9-1-1 beginning as early as 2007. See the NENA list of FAQs related to NG9-1-1 for more details.

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Term	Definition
No Record Found (NRF)	A condition where no ALI information is available for display at the PSAP.
Nomadic	In the context of location information to support IP based emergency services: A user is said to be nomadic if they are constrained within an access network such that their location can be represented as a definitive civic address for that network attachment. The user may move from one network attachment to another but cannot maintain a session during that move. If the user is able to move outside the definitive civic address without losing network attachment then the user is considered to be mobile, not nomadic.
Nomadic VoIP Call	Call generated by a VoIP user other than their originally provisioned fixed location using the terminal equipment from that location (i.e.: VoIP handset, laptop, VoIP terminal, PC).
Non-blocking	A switching network designed to complete all call attempts.
Non Call-Path Associated Signaling (NCAS)	A method for delivery of wireless 9-1-1 calls in which the Mobile Directory Number and other call associated data are passed from the Mobile Switching Center to the PSAP outside the voice path.
Non-family Abduction	A non-family perpetrator takes a child by the use of physical force or threat of bodily harm or detains a child for at least 1 hour in an isolated place.
Non-Selective Routing	The routing of 9-1-1 calls based on the NXX or trunk group.
North American Numbering Plan	Use of 10 digit dialing in the format of a 3 digit NPA followed by 3 digit NXX and 4 digit line number. NPA-NXX-XXXX.
North American Numbering Plan Administration	The agency that tracks assignment of Area Codes and Central Office Codes.
Not In Service (NIS)	A telephone line state that informs the caller that the number dialed is no longer in service.
NPAC – Interactive Voice Response (IVR) System	Porting data is available throughout the U.S. from the NPAC data base via IVR access. Throughout the 02-011 document, referral to access porting data, DOES NOT MEAN IVR ACCESS.
Numbering Plan Area (NPA)	An established three-digit area code for a particular calling area where the first position is any number 2 through 9 and the last two (2) positions are 0 through 9.
Number Pooling	The current practice of assigning blocks of telephone numbers to Local Exchange Carriers in blocks of 1,000 instead of a full NPA-NXX with 10,000 telephone numbers.
Numbering Plan Digit (NPD)	A component of the traditional 8-digit 9-1-1 signaling protocol between the Enhanced 9-1-1 Control Office and the PSAP CPE. Identifies 1 of 4 possible area codes.

Term	Definition
Numbering Plan Digits (NPD)	Part of the North American telephone numbering scheme. This is also known as the Area Code or Numbering Plan Area (NPA).
NXX	A three-digit code in which N is any digit 2 through 9 and X is any digit 0 through 9. Typically used in describing the "Exchange Code" fields of a North American Numbering Plan telephone number. The full numbering system is in the format of "Area Code" + "Exchange Code" + "Line Number" or NPA-NXX-XXXX. A central office will have one or more area and exchange codes.
NYNEX Information Publication (NIP)	Information published by the NYNEX telephone company (now part of Bell Atlantic).
On-Time-Point	The leading edge of a pulse which occurs coincident with the beginning of a second. (Ref. NENA 04-002)
Open Systems Interconnection (OSI)	A 7-layer hierarchical reference model structure developed by the International Standards Organization for defining, specifying, and relating communications protocols; not a standard or a protocol; Layer Description – (7) Application Provides interface with network users, (6) Presentation Performs format and code conversion, (5) Session Manages connections for application programs, (4) Transport Ensures end-to-end delivery, (3) Network Handles network addressing and routing, (2) Data Link Performs local addressing and error detection and (1) Physical Includes physical signaling and interfaces
Order of Authority	A formal order by the state or local authority which authorizes public agencies or public safety agencies to provide 9-1-1 service in a geographical area.
Originating Switchhook Status Indication	An audible and/or visible indication of the status of a calling party being held. (A Basic 9-1-1 feature)
Oscillatory	A transient comprised of various impulse transients with alternating characteristics. (Ref. NENA 04-001)
Otolaryngologist	A physician specialized in diagnosing diseases of the head and neck especially those involving the ears, nose, and throat (ENT).
Overflow	The telecommunications term for the condition when there are more calls than the primary network path is designated to handle. This condition invokes the need to perform some form of call treatment, such as busy signals or Alternate Routing (also see Alternate Routing).
P.01 Grade of Service	(see Grade of Service.)

Term	Definition
Packet	Logical grouping of information that includes a header containing control information and (usually) user data. Packets are most often used to refer to network layer units of data. The terms *datagram*, *frame*, *message*, and *segment* are also used to describe logical information groupings at various layers of the OSI reference model and in various technology circles
Packet-Switched Data Networks	In telecommunications, packet-switching is now-dominant communications paradigm, in which packets (units of information carriage) are individually routed between nodes over data links which might be shared by many other nodes. In packet switched networks, such as the Internet, the data is split up into packets, each labeled with the complete destination address and routed individually.
Permanent Virtual Circuit (PVC)	Permanent, or semi-permanent links that are configured in an packet network. A PVC follows a fixed path through a network.
Personal Communications Service (PCS)	A Commercial Mobile Radio Service using cellular radio networks, but distinct from cellular wireless in its frequencies and communications options.
Personal Digital Assistant (PDA)	Small, handheld device used to store address book information, telephone numbers, personal contacts and other personal information.
Phonetic Alphabet	Words and names used to clarify the letter used. (Example: A=alpha or Adam, B=bravo or boy).
Pilot Number	A telephone customer's main account number, lead number, main listed number, or billing account.
Point-to-Point Protocol (PPP)	A protocol that is used to establish a network link over a dedicated channel. It is widely used for internet access. PPP is modular in design and can support different authentication protocols.
Point-to-Point Protocol over Asynchronous Transfer Mode (ATM) (PPPoA)	A specific binding that allows PPP to be used for ATM links. PPPoA is used for DSL networks.
Point-to-Point Protocol over Ethernet (PPPoE)	A specific binding that allows PPP to be used for Ethernet networks links. PPPoE is used for DSL networks.
Polygon	A shape that is closed, i.e.: circle, square, triangle or any derivative thereof.

Term	Definition
Position Determining Entity (PDE)	The PDE determines the precise position or geographic location of a wireless terminal when the MS starts a call or while the MS is engaged in a call. Each PDE supports one or more position determining technologies. Multiple PDEs may service the coverage area of an MPC and multiple PDEs may serve the same coverage area of an MPC utilizing different positioning determining technologies. (PDE is synonymous with Location Determination Technology (LDT))
Position Identifier	A pulse in the IRIG time code which has a predetermined duration and rate that is used to identify location of time code information. (Ref. NENA 04-002)
Postal Address	Address recognized and used by the United States Postal Service (USPS) for delivery of mail. It may be an address with a house number and street name or may also consist of other USPS acceptable delivery options such as rural route information such as Army Post Office (APO), or Fleet Post Office (FPO). Postal addressing may contain variants of abbreviations (Avenue or Ave, Street or St, Route or Rt) that the Postal Service recognizes as acceptable postal addresses. Postal addresses reflect the name of the community assigned by the USPS to the correct zip code.
Pre-programmed message	Pre-programmed messages refer to TTY message that may be programmed into some models of standalone or integrated TTYs that allows the call taker to transmit the message within a minimum number of keystrokes or mouse clicks.
Prelingual Deafness	The loss of hearing before the development of language skills.
Presence	"Presence" or presence information, conveys the ability and willingness of a user to communicate with other users on a network, across a set of devices. IETF RFC 2778 defines a model and terminology for describing systems that provide presence information. In that model, a presence service is a system that accepts, stores, and distributes presence information to interested parties.
Presence Information Data Format (PIDF)	The Presence Information Data Format is specified in IETF RFC 3863; it provides a common presence data format for Presence protocols, and also defines a new media type. A presence protocol is a protocol for providing a presence service over the Internet or any IP network.
Presence Information Data Format – Location Object (PIDF-LO)	Provides a flexible and versatile means to represent location information in a SIP header using an XML schema.
Primary ISDN PSAP	(see Primary Public Safety Answering Point)
Primary Public Safety Answering Point (PSAP)	A PSAP to which 9-1-1 calls are routed directly from the 9-1-1 Control Office. (see Public Safety Answering Point)

One Nation 9-1-1 One Number

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Term	Definition
Primary Rate ISDN (PRI)	A non-switched digital service which utilizes DS1 level 1.544 mbps digital carrier full duplex technology and standards to transport multiple 64 kbps clear channels from an originating ISDN equipped central office switch over a point to point facility to a terminating ISDN equipped customer location. PRI utilizes a full duplex 1.544 mbps DS1 level circuit sectioned into twenty-four (24) individual 64 kbps clear channels. Bearer services and circuit control are comprised of twenty-three (23) 64 kbps B-channels and one (1) 64 kbps D-channel totaling to the 1.544 mbps level.
Primary Rate Interface (PRI)	A bundle of ISDN circuits with 23 B channels at 64 Kbps and one D channel equivalent to one T1 link.
Private 9-1-1 Emergency Answering Point	An answering point operated by non-public safety entities with functional alternative and adequate means of signaling and directing response to emergencies. Includes training to individuals intercepting call for assistance that is in accordance with applicable local emergency telecommunications requirements. Private 9-1-1 Emergency Answering Points are an adjunct to public safety response and as such must provide incident reporting to the public safety emergency response centers per local requirements.
Private Branch Exchange (PBX)	A private telephone switch that is connected to the Public Switched Telephone Network.
Private Switch 9-1-1 (PS/9-1-1)	A private telephone system which includes network, switching and data base elements capable of providing ANI (ELIN) and ALI (ERL). Designed to use in emergency situations to notify Public Safety personnel of the specific location of a 9-1-1 caller utilizing a Telephone Station connected to a private telephone network.
Private Switch ALI (PSALI)	A service option which provides Enhanced 9-1-1 features for telephone stations behind private switches. E.g. PBXs.
Project ALERT	America's Law Enforcement Retiree Team for MEC cases
Protocol	A set of rules or conventions that govern the format and relative timing of data in a communications network. There are three basic types of protocols: character-oriented, byte-oriented, and bit-oriented. The protocols for data communications cover such things as framing, error handling, transparency, and line control.
Provider Selection	New IP routing capability that allows a device to select its provider.
Proxy Operator	Operates proxy server(s).

Term	Definition
Proxy or Proxy Server/Policy and Routing Server	"A policy and routing server in the context of SIP is a proxy server, an intermediary entity that acts as both a server and a client for the purpose of making requests on behalf of other clients. A proxy server primarily plays the role of routing, which means its job is to ensure that a request is sent to another entity "closer" to the targeted user. Proxies are also useful for enforcing policy (for example, making sure a user is allowed to make a call). A proxy interprets, and, if necessary, rewrites specific parts of a request message before forwarding it." (Refer to IETF RFC 3261[5].) It can be a policy/routing element in other protocols.
Pseudo Automatic Location Identification (pALI)	An ALI record associated with a pANI, configured to provide the location of the wireless cell or sector and information about its coverage or serving area (footprint).
Pseudo Automatic Number Identification (pANI)	A telephone number used to support routing of wireless 9-1-1 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed. Also known as routing number.
Public Agency	A state or any unit of local government or special purpose district located in whole or in part within a state, which provides police, fire-fighting, medical or other emergency services or has authority to do so.
Public Safety Agency	An entity that provides fire fighting, law enforcement, emergency medical or other emergency service.
Public Safety Answering Point (PSAP)	A facility equipped and staffed to receive 9-1-1 calls. (see also Primary and Secondary Public Safety Answering Point (PSAP))
Public Safety Answering Point (PSAP) Operators	Operates the Public Safety Answering Points in a particular county, state, or other regional jurisdiction.
Public Safety Answering Point (PSAP) Uniform Resource Identifier (URI)	A form of a name or address that denotes a PSAP and is used over an IP network.
Public Service Announcement (PSA)	Announcement of events, emergency information and other public interest information on public and private media (radio, television, print) at no cost to the requesting agency (usually).
Public Switched Telephone Network (PSTN)	The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America.

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Term	Definition
Pulse Width Coded	Modulation of a carrier by the digital representation of an analog signal. (Ref. NENA 04-002)
Q or QQ	Indicates a question
Quality Assurance Program	System that facilitates review and evaluation of work product. Information is used to validate effectiveness of training and evaluate need for additional training or other corrective action.
Quality of Service (QoS)	As related to data transmission a measurement of latency, packet loss and jitter.
Queuing	Queuing is an automated process by which call are presented in a predefined sequence to a call taker.
Radio Frequency (RF)	Self explanatory.
Rate Center	A geographically specified area used for determining mileage and/or usage dependent rates in the Public Switched Telephone Network.
Real-Time	The availability of information at the exact time it is occurring.
Real-time Transport Control Protocol (RTCP)	RTCP is a sister protocol of RTP and provides out-of-band control information for an RTP flow. It partners RTP in the delivery and packaging of multimedia data, but does not transport any data itself. It is used periodically to transmit control packets to participants in a streaming multimedia session. The primary function of RTCP is to provide feedback on the quality of service being provided by RTP. It gathers statistics on a media connection and information such as bytes sent, packets sent, lost packets, jitter, feedback and round trip delay. An application may use this information to increase the quality of service perhaps by limiting flow, or maybe using a low compression codec instead of a high compression codec. RTCP is used for Quality of Service (QoS) reporting.
Real-Time Transport Protocol (RTP)	A network protocol used to carry packetized audio and video traffic over an IP network that helps ensure that packets get delivered in a timely way.
Recall Recorder	A voice-band audio recorder which records to and plays from a media that may not be permanent (such as tape loop, fixed disk or RAM). Recall recorders are typically associated with each operator position for the purpose of recording and playing back their most recent conversations. Also known as Call Check or Instant Playback Recorder.
Receipt	Date and time stamp when document either entered into an electronic tracking system by the jurisdiction or service provider.
Recipient Company	The new Service Provider responsible for the end users telephone service and E9-1-1 data after the migration of the telephone number from a Donor Service Provider.

Term	Definition
Redirect Operator	Operates redirect server(s).
Redirect Server/Call Relay Server	In the context of SIP, a call relay server is a redirect server UA server that generates (3xx) redirect responses to requests it receives, redirecting the client to contact an alternate set of Uniform Resource Identifiers (URIs). (Refer to IETF RFC 3261[5].) This may be an H.323 Gatekeeper for implementations that use ITU H.323 architectures.
Redundancy	Duplication of components, running in parallel, to increase reliability; A backup system (either a device or a connection) that serves in the event of primary system failure.
Referred	Date and time stamp when the Data Base Management System Provider's Data Rep determines it is necessary to forward the request to another entity.
Regional Access Network Provider (RANP)	The entity that provides wide area DSL coverage. The RANP provides logical links to an ISP in the form of ATM PVCs, L2TP tunnels, or IP routed traffic.
Rejected	Date and time stamp a request is denied by the recipient.
Remote Authentication Dial-In User Service (RADIUS)	The attributes for conveying access network ownership and location information based on a civic and geospatial location format
Remote Call Forwarding	As utilized within Interim Number Portability, a permanent call forwarding feature that allows a call to one Directory Number to be automatically advanced to a Directory Number of another Local Exchange Carrier.
Remote Switch Units (RSU)	A small switching system that is located at a remote point from a host switch. All or most of its call processing capability is obtained from an electronic type host office. The remote is connected to the host by umbilical circuits providing message and signal handling capabilities.
Reorder Tone	An audible tone of 120 interrupts per minute (ipm) returned to the calling party to indicate the call cannot be processed through the network. Sometimes referred to as fast busy.
Request for Comment (RFC)	A method by which standard setting bodies receive input from interested parties outside of the working group.
Re-Ring	(see Emergency Ring Back)
Resource Reservation Protocol (RSVP)	Protocol that supports the reservation of resources across an IP network.
Response Agency	The public safety agency having legal or consensual obligation to respond to a call for service.
Retrieval Key	A 10-digit number that is used to uniquely identify an emergency call for the purpose of retrieving the ALI record by the PSAP.

Term	Definition
Ringback Tone	A tone returned to the caller to indicate that a call is being processed.
RJ-11	A standard jack for handset and other devices connecting to a twisted pair.
Roaming	Roaming: means gaining network access through a service provider other than the one that the subscriber purchases service from, or outside the subscriber's home service territory.
Root Discovery Operator (RDO)	The operator that supports the well known root database from which the URI (Uniform Resource Identifier) of the correct VDB or ERDB can be determined based on regional location information.
Route Diversity	(see Diverse Routing)
Router	• An interface device between two networks that selects the best route to complete the call even if there are several networks between the originating network and the destination • A device that provides network management capabilities (e.g., load balancing, network partitioning, usage statistics, communications priority and troubleshooting tools) that help network managers to detect and correct problems • An intelligent device that forwards data packets from one local area network (LAN) to another and that selects the most expedient route based on traffic load, line speeds, costs, or network failures to complete the call
Routing Emergency Service Number (ESN)	The 3-5 position Emergency Service Number (ESN) used by a selective router to selectively route a 9-1-1 call and for switch-based selective transfer features. In cases where Routing ESNs are not used, the routing ESN equals the Administrative ESN. (Refer to Administrative ESN)
Routing Number	(see Pseudo Automatic Number Identification (pANI))
Routing Number Authority (RNA)	An authority responsible for distributing ranges of numbers to network operators for the purposes of call routing and query steering.
RS-232C	An electrical and mechanical standard for the serial transfer of digital information between digital systems, such as computers, printers or communications equipment.
Runaways	A runaway is when a child leave home without permission and stays away overnight; or a child 14 years old or younger (or older and mentally incompetent) who is away from home chooses not to return when supposed to and stays away overnight; or a child 15 years old or older who is away from home chooses not to return and stays away two nights.
Secondary ISDN Public Safety Answering Point	(see Secondary Public Safety Answering Point)

Term	Definition
Secondary Public Safety Answering Point	A PSAP to which 9-1-1 calls are transferred from a Primary PSAP. (See Public Safety Answering Point)
Selective Router	(see Enhanced 9-1-1 Control Office)
Selective Router (SR) Operators	Operates the Selective Router(s) corresponding to specific local exchange areas.
Selective Routing (SR)	The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective routing is controlled by the ESN which is derived from the customer location.
Selective Routing Data Base (SRDB)	The routing table that contains telephone number to ESN relationships which determines the routing of 9-1-1 calls.
Selective Transfer	The capability to transfer a 9-1-1 call to a response agency by operation of one of several buttons typically designated as police, fire, and emergency medical; based on the ESN of the caller.
Server	In information technology, a server is a computer program that provides services to other computer programs (and their users) in the same or other computers. The computer that a server program runs in is also frequently referred to as a server (though it may be used for other purposes as well).
Server	• On a local area network, the computer that runs the administrative software to control access to the network. The server makes network resources available to the workstations • Node or software program that provides services to clients • In network addressing, a concentrator, data switch, or host computer being accessed • In a synchronous packet assembler/disassembler (PAD), a device that assigns remote devices to a logical multipoint host line
Service Address	The physical location of a subscriber access line. Service Address is the recommended address for 9-1-1 use. (May be different from the listed address or billing address)
Service Level Agreement (SLA)	A contract between a service provider and the end user, which stipulates and commits the service provider to a required level of service.
Service Order	Local Exchange Carrier document used for additions, changes or removals of telephone service.
Service Order Input (SOI)	Service Order Input is a file of completed service order updates that is sent to the DBMSP by all SP's.
Service Provider	An entity providing one or more of the following 9-1-1 elements: network, CPE, or data base service.

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Term	*Definition*
Service Provider Identifier (SPID)	A four (4) character, numeric service provider identification code assigned by the National Exchange Carrier Association (NECA) to Local Exchange Carriers. It does not include resellers, private switch owners or others not acting as LEC's who are sending customer's transaction record data to the 9-1-1 data bases.
Serving Central Office	The central office (CO) from which a subscriber is served. (see Central Office (CO))
Serving Public Safety Answering Point	The PSAP to which call would normally be routed. (57-001)
Session Initiation Protocol (SIP)	This application protocol already has a priority field that recognizes four values. In order of importance, they are: *Emergency, Urgent, Normal, Non-Urgent*
Shared Residential MLTS Service	The use of a MLTS to provide service to residential facilities even if the service is not delineated for purposes of billing. For purposes of the definition, residential facilities shall be liberally construed to mean single family and multi-family facilities including Extended Care Facilities and Dormitories.
Shared Telecommunications Services	Includes the provision of telecommunications and information management services and equipment within a used group located in discrete private premises in building complexes, campuses, or high-rise buildings, by a commercial shared services provider or by a user association, through privately owned customer premises equipment and associated data processing and information management services, and includes the provision of connections to the facilities of a local exchange and to interexchange telecommunications companies.
Signaling Connection Control Part (SCCP)	SCCP is the protocol used at the transport layer for TCAP-based services such as freephone (800/888), calling card, local number portability, wireless roaming, and personal communication services (PCS). SCCP also provides the means by which an STP can perform global title translation (GTT), a procedure by which the destination signaling point and subsystem number (SSN) is determined from digits (i.e., the global title) present in the signaling message.
Signaling System 7 (SS7)/Common Channel Signaling 7 (CCS7)	An out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel itself and put on a separate data network. Also known as Common Channel Signaling No. 7 (CCS7).
Signature Control	A means to control the output of a time code signal based on the sync or lock status of the PSAP master clock. (Ref. NENA 04-002)
Simple Network Time Protocol (SNTP)	A utility for synchronizing system clocks over a TCP/IP network. This protocol is similar to NTP and is used when the ultimate performance of the full NTP implementation is not needed.

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Term	Definition
Simple Object Access Protocol (SOAP)	SOAP is a protocol for exchanging XML-based messages over a computer network, normally using HTTP. SOAP forms the foundation layer of the Web services stack, providing a basic messaging framework that more abstract layers can build on.
Simple Transversal of User Datagram Protocol (UDP) Network AddressTtranslation (NATs) (STUN)	A protocol for assisting devices behind a NAT firewall or router with their packet routing.
Simulated Facility Group (SFG)	A Facility Group is a set of trunks established for a particular transport purpose to which incoming calls are routed. When this is simulated, this is a form of call blocking for congestion control.
Single Point of Failure	A hardware or software component or sub-system which experiences a failure causing more than 50% of the total system to fail. (Ref. NENA 04-001 Reliability Objectives)
Small Office/Home Office (SOHO)	Describes a small office or home office with few occupants, often just one.
Society of Automotive Engineers (SAE)	U.S. based engineering standard body for the automotive industry.
Sockets	A method for communication between two applications in a network. The socket is defined as "the endpoint in a connection".
Soft Permanent Virtual Circuit (SPVC)	A Soft PVC is a user-to-user connection in which the user-to-network connections are PVCs, but all or part of the cross-network connection is an SVC and does not need to be configured at every hop across the ATM network (as would be the case for a PVC).
Source Data Base	The data base maintained by each Service Provider which provides customer telephone number and location information for the initial load and ongoing updates to the ALI data base held by the Data Base Management System Provider.
Spatial	Concept of describing a space or area of space.
Speech Impairment	Speech Impairment is a communications disorder, such as stuttering, impaired articulation, language impairment or a voice impairment, which adversely affects a person's ability to articulate speech clearly.
Spike Masking	The "spike" is a rapid increase in the number of call attempts to the telephone network. When the network's capacity is reached, all call attempts beyond when can be carried are blocked or "masked" (i.e., you can't see them because they are being carried).

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Term	Definition
Splash Ringing	The capability to provide an audible signal simultaneously with trunk seizure on an incoming 9-1-1 call.
SSH File Transfer Protocol (SFTP)	A network protocol that provides file transfer and manipulation functionality over any reliable data stream. It is typically used with the SSH-2 protocol to provide secure file transfer.
Stand Alone Data Base	A data base system created, maintained and located at a 9-1-1 Jurisdiction.
Standard Master Street Address Guide (MSAG)	An MSAG maintained in accordance with the data fields as recommended in NENA standards 02-010 and 02-011. (See MSAG Address and Local Operational MSAG)
Standard Operating Procedure (SOP)	A written directive that provides a guideline for carrying out an activity. The guideline may be made mandatory by including terms such as "shall" rather than "should" or "must" rather than "may".
Start (ST)	An MF signaling tone (digit).
Start Bit	In asynchronous transmission, the first element in each character that prepares the receiving device to recognize the incoming information.
Start Prime (STP)	An MF signaling tone (digit)
Station Identification	A telephone number dialable from the public switched network, which provides sufficient information to permit a return call by the Public Safety Answering Point to the caller or a telephone nearby the caller.
Stop Bit	In asynchronous transmission, the last transmitted element in each character, which permits the receiver to come to an idle condition before accepting another character.
Straight Binary Seconds (SBS)	A binary number that appears in the IRIG time code which represents the total number of seconds since midnight. (Ref. NENA 04-002)
Stranded Unlock Record	A record in the E9-1-1 data base unlocked by the Donor Company via a Function of Change (U) unlock transaction record for more than seven (7) days for which a migrate order has not been sent by the Recipient Company. Once unlocked, a record remains unlocked until a (M) migrate record is received, or the systems permissive migrate transaction time has expired and no other changes shall be made to the record.

Term	*Definition*
Stream Control Transport Protocol (SCTP)	SCTP is defined by IETF RFC2960 as the transport layer to carry signaling messages over IP networks. SCTP/T is just one of the many products in the Adax Protocol Software (APS) SIGTRAN suite that has been designed for Convergence, Wireless and Intelligent Networks. Compliant with IETF RFC2960 and RFC3309, SCTP/T (SCTP for Telephony) is implemented in the OS kernel. SCTP/T provides a transport signaling framework for IP networks that enhances the speed and capability of SSCS/HSL and can be deployed over T1/E1, Ethernet and ATM OC3 physical media interfaces. In addition to the services specified in IETF RFC2960, Adax SCTP/T also provides a transport framework with levels of service quality and reliability as those expected from a Public Switched Telephony Network (PSTN).
Successful ALI Queries	The sum of all ALI Queries less No Record Founds, Misroutes, MSAG Discrepancies, and ALI Discrepancies.
Switched Virtual Circuit (SVC)	A network connection initiated by signaling at a UNI, where the originator specifies the destination address.
Symmetrical Digital Subscriber Line (SDSL)	A technology that allows more data to be sent over existing copper telephone lines. It is called symmetric because it supports the same data rates for upstream and downstream traffic.
Sync	Abbreviation for synchronized or synchronization.
Synchronization	In the context of timing, synchronization means to bring clocks or data streams into phase so they agree with the PSAP master clock. (Ref. NENA 04-002)
Synchronous Optical NETwork (SONET)	High speed digital transport over fiber optic networks using synchronous protocol.
System Network Architecture (SNA)	IBM's standard network architecture describing logical structure, formats, protocols and operational sequences for transmitting information between software and hardware devices.
System Provider	(see Service Provider)
T1	The T1 (or T-1) carrier is the most commonly used digital transmission service in the United States, Canada, and Japan. In these countries, it consists of 24 separate channels using pulse code modulation (PCM) signals with time-division multiplexing (TDM) at an overall rate of 1.544 million bits per second (Mbps). T1 lines originally used copper wire but now also include optical and wireless media. A T1 Outstate System has been developed for longer distances between cities. It is common for an Internet access provider to be connected to the Internet as a point-of-presence (POP) on a T1 line owned by a major telephone network. Many businesses also use T1 lines to connect to an Internet access provider.

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Term	Definition
Tag	A unique label that precedes the data for the data element associated with the tag.
Tag Data	A method of identifying data elements of varying lengths within a data record.
Tag Data Record	A record of varying length comprised of pre-defined tag labels and their associated data elements.
Tandem Central Office (Tandem CO)	(see Enhanced 9-1-1 Control Office)
Target	The IP endpoint to which location is attributed.
TDD/TTY Detector	Any device that automatically detects TDD/TTY tones and audibly and/or visually notifies the calltaker.
Team Adam	NCMEC on site emergency response team for abduction cases
Technical Advisory (TA)	A document describing Telcordia's preliminary view of proposed requirements for products, interfaces, technologies or services.
Technical Assistance (TA)	Technical Assistance document issued by the U.S. Department of Justice (US DOJ) to assist agencies in achieving compliance with regulations.
Technical Information Document (TID)	NENA White Paper.
Technical Reference (TR)	A Telcordia document that spells out detailed specification for product or service development.
Technical Requirements Document (TRD)	NENA Technical Requirements Document, developed by a Technical Committee, is used as basis for a NENA Technical Committee or outside Standards Development Organization (SDO) to develop formal industry accepted standards or guidelines.
Telecommunication Technology Committee (TTC)	A Japanese committee whose purpose is to contribute to standardization in the field of telecommunications by establishing protocols and standards for telecommunications networks and terminal equipment, etc as well as to disseminate those standards.
Telecommunications Device for the Deaf (TDD)	Also known as TTY. (see Teletypewriter (TTY))
Telecommunications Industry Association (TIA)	A lobbying and trade association, the result of the merger of the USTA (United States Telephone Association) and the EIA (Electronic Industries Association).
Telecommunications Relay Service (TRS)	A federally mandated service provided by states that provides communication relay between TTY users and voice telephone users, via a third party, for communications assistance.

Term	Definition
Telecommunications Service Provider (TSP)	A business that provides voice or data transmission services. These services are provided over a telecommunications network that transmits any combination of voice, video and/or data between users. A TSP could be, but is not limited to, a Local Exchange Carrier (LEC), a wireless telecommunications provider, a Commercial Mobile Radio Service provider, or a PBX service provider.
Telecommunications Technology Association (TTA)	Telecommunications Technology Association was founded as a voluntary standards body and has established a total of 450 standards in telecommunications fields. Its main aim is to enhance the Korean national infrastructure of telecommunication systems.
Telecommunicator	As used in 9-1-1, a person who is trained and employed in public safety telecommunications. The term applies to call takers, dispatchers, radio operators, data terminal operators or any combination of such functions in a PSAP.
Telematics	The system of components that supports two-way communications with a motor vehicle for the collection or transmission of information and commands.
Telephone Service Priority (TSP)	A procedure used by a telephone company to establish priorities in deciding which lines and trunks to restore subsequent to an outage. Generally, the highest priority goes to federal law enforcement and military usage, with local emergency services (including 9-1-1) and medical facilities following. Established by the National Communications System Office.
Teletypewriter (TTY)	Also know as TDD. A device capable of information interchange between compatible units using a dial up or private-line telephone network connections as the transmission medium. ASCII or Baudot codes are used by these units. (per EIA PN-1663)
Text Telephone	Another term for TDD/TTY
Three-Way Calling	(see Conference Transfer)
Thrownaway	A Thrownaway is a child asked or told to leave home by a parent or other household adult and the child is out of the household overnight; or a child who ia away from home is prevented from returning home by a parent or other household adult.
Time Code	A series of pulses or characters which represent a digit such as a 4. The location of a particular binary digit in the code defines its meaning, 4 hours, 4 minutes or 4 seconds. (Ref. NENA 04-002)
Time Difference of Arrival (TDOA)	A terrestrial Location Determination Technology (LDT) that computes a transmitter's location based upon the times a signal is received at multiple receivers.

Term	Definition
Time Division Duplex Mode (TDD)	This is using TDM access to separate outward and return signals in which the bandwidth used can be variable based on the requirements of the data being transmitted.
Time Division Multiple Access (TDMA)	A digital radio interface utilized by some North American PCS carriers.
Time Division Multiplexing (TDM)	A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.
Time Sync Status Character	A specific character location in the ASCII time code data stream which changes dependent on the lock or unlock status of the PSAP master clock to its source. (Ref. NENA 04-002)
Token Ring	Local area network architecture originally developed by IBM. Later standardized by ISSS as 802.5. Transmission on the network is governed by the possession of a "token" or specific octet of data. A station may only transmit when it receives the token.
Traceable UTC Source	Traceable sources of UTC time are available from various time services of the National Institute of Standards and Technology (NIST) and US Naval Observatory (USNO). These services include telephone dial-up, low and high frequency radio transmissions, and Global Positioning System (GPS). (Ref. NENA 04-002)
Transaction Capabilities Application Port (TCAP)	TCAP is an application protocol used to connect to an external data base, perform a query of the data base and retrieve information. The information or data retrieved is then sent back in the form of a TCAP message to the signaling point that requested it. It may reside upon the SS7 protocol stack or TCP/IP stack.
Transfer	A feature which allows the PSAP Telecommunicator to redirect a 9-1-1 call to another location.
Transfer Key	A key which is programmed to dial a telephone number, a selective routing transfer code, or a speed dial code to accomplish the transfer of calls.
Transient	A random disturbance of normal voltage with a very short time duration (<8.3ms) that occurs on the power source or data/signal/telecommunications conductors.
Transient Voltage Surge Suppression (TVSS)	Devices designed to protect critical PSAP equipment from transients induced on powering and data/signal/telecommunications conductors. (Ref. NENA 04-001)
Transmission Control Protocol (TCP)	A communications protocol linking different computer platforms across networks. TCP/IP functions at the 3rd and 4th levels of the open system integration model.

Term	Definition
Transmission Control Protocol/Internet Protocol (TCP/IP)	A layered set of protocols used to connect dissimilar computers together. The TCP part of this provides the transport service required by the application layer. The TCP layers in the two host computers that are sending data will communicate to each other to insure reliable data packet transport. The IP part of this provides the service user to deliver the datagram to its destination. This layer provides the routing through the network and the error messages should the datagram be undeliverable.
Transport Control Protocol (TCP)	The end to end reliability protocol that recognizes and corrects lower layer errors caused by connectionless networks.
Trunk	Typically, a communication path between central office switches, or between the 9-1-1 Control Office and the PSAP.
Trunk Group	One or more trunks terminated at the same two points.
Trunk Seizure	The point in time at which a 9-1-1 call is assigned to a trunk and acknowledgment is provided by the equipment at the distant end.
TTY Protocol	TTY protocol refers to the use of unique abbreviations used to control the flow of conversation. The use of TTY protocols is critical to effective TTY communications.
Unavailable Bit Rate (UBR)	A service call where the bit rate available in the network is not guaranteed to the user. The network does not provide flow control handshaking with the user.
Uncertainty	(See Confidence/Uncertainty)
Underwriters Laboratories (UL)	One of several United States nationally recognized testing laboratories (NRTL) whose testing specifications have been adopted as de facto industry standards.
Uniform Resource Identifier (URI)	A predictable formatting of text used to identify a resource on a network (usually the Internet) OR A string of characters that must follow prescribed syntaxes such as URL, URN... Note Version 1.1 of the XML namespaces recommendation uses IRIs (Internationalized Resource Identifiers) instead of URIs. However, because version 1.1 is not yet a full recommendation [February, 2003] and because the IRI RFC [11] is not yet complete, this document continues to refer to URIs instead of IRIs.
Uniform Resource Locator (URL)	A URL is a URI specifically used for describing and navigating to a resource (e.g. http://www.nena.org)
Uninterruptible Power Supply (UPS)	A backup system designed to provide continuous power in the event of a commercial power failure or fluctuation.
Universal Coordinated Time (UTC)	Also known as Zulu or GMT. Time provided by National Institute of Standards and Technology (NIST) and United States Naval Observatory (USNC).

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Term	*Definition*
Universal Terrestrial Radio Access (UTRA)	UTRA is a standard for 3G mobile communications services being specified by 3GPP. The radio access components of UTRA are based on direct-spread wideband code-division multiple access (WCDMA) and hybrid time-division (TDCDMA) access methods that have been designed for 3G frequency efficiency, mobility, and QoS requirements.
Unlock	The action required by a 9-1-1 Data Base Management System Provider, upon notification from a Donor Company, that makes the end user's telephone number record available for the Recipient Company to replace the customer details and Company ID.
User Agent (UA)	As defined for SIP in IETF RFC 3261[5], the User Agent represents an endpoint in the IP domain, a logical entity that can act as both a user agent client (UAC) that sends requests, and as user agent server (UAS) responding to requests.
User Agent Client (UAC)	Refer to IETF RFC 3261 for the following definition. "A user agent client is a logical entity that creates a new request, and then uses the client transaction state machinery to send it. The role of UAC lasts only for the duration of that transaction. In other words, if a piece of software initiates a request, it acts as a UAC for the duration of that transaction. If it receives a request later, it assumes the role of a user agent server for the processing of that transaction."
User Agent Server (UAS)	Refer to IETF RFC 3261 for the following definition. "A user agent server is a logical entity that generates a response to a SIP request. The response accepts, rejects, or redirects the request. This role lasts only for the duration of that transaction. In other words, if a piece of software responds to a request, it acts as a UAS for the duration of that transaction. If it generates a request later, it assumes the role of a user agent client for the processing of that transaction.
User Datagram Protocol (UDP)	One of several core protocols commonly used on the Internet. Used by programs on networked computers to send short messages, called datagrams, between one another. UDP is a lightweight message protocol, compared to TCP, is stateless and more efficient at handling lots of short messages from many clients compared to other protocols like TCP. Because UDP is widely used, and also since it has no guaranteed delivery mechanism built in, it is also referred to as Universal Datagram Protocol, and as Unreliable Datagram Protocol.
V0 Interface	**LIS to VoIP Endpoint.** The V0 interface is used to provide a means for a VoIP endpoint to receive information corresponding to a pre-determined location.
V1 Interface	**VoIP Endpoint to Call Server/Proxy.** The V1 interface is between the VoIP Endpoint and the Call Server within the VSP's network.

Term	Definition
V2 Interface	**Call Server/Proxy to VPC.** The V2 interface is used to request emergency call routing information when the Call Server/Routing Proxy/Redirect Server is a separate element from the VPC.
V3 Interface	**LIS to VPC (Optional).** The V3 interface provides a means for the VPC to obtain the emergency caller's location.
V4 Interface	**Call Server/Routing Proxy to ESGW.** The V4 interface is used to forward the call to the appropriate ESGW.
V5 Interface	**Call Server to Redirect Server.** The V5 interface is defined as a SIP interface to a Redirect Server so it supports a subset of the SIP specification.
V6 Interface	**Call Server to Routing Proxy.** The V6 interface is defined as a SIP interface to a Routing Proxy.
V7 Interface	**Location Validation Interface.** The V7 interface is used by the LIS provider to request validation of a given Civic Location as compared with the MSAG-based data stored in the VDB. The VSP may also use this interface, when acting on behalf of its customers in the function of location provider/verifier.
V8 Interface	**VPC to ERDB.** The V8 interface supports queries from the VPC to the ERDB.
V9 Interface	**LIS/VPC to Root Discovery Operator.** The V9 interface allows a VEP/LIS or VPC to discover the appropriate VDB/ERDB.
Valid Emergency Services Authority (VESA)	This organization is the root source of all certificates. It is responsible for identifying and issuing certificates either directly to end using entities or through delegate credential authorities. It is responsible for ensuring that any delegate credential authority that it identifies is properly qualified and operating with sufficient security and legitimacy to perform this role. Where VESA issues certificates directly to end users, it also has the responsibilities of a delegate credential authority in those cases.
Valid XML instance document	The instance document satisfies the structural, content type and constraints established by its associated schema (document definition).
Validation Data Base (VDB)	The VDB contains information that describes the current, valid civic address space defined by the Emergency Services Network Provider's MSAG. Validation against this database ensures that the address is a real address (i.e., the address exists) but does not ensure that it is the location of the caller.
Validation Data Base (VDB) Operator	An operator that provides location information validation services to LIS operators and other users.
Variable Bit Rate non-real Time (VBRnrt)	A service where the transmission rate varies over time incorporating the concept of bandwidth on demand.
Variable Bit Rate real-time (VBRrt)	A service where the transmission rate varies over time incorporating the concept of bandwidth on demand.

Term	Definition
V-E2 Interface	**VPC to ALI DB.** The V-E2 interface uses the E2+ protocol as defined in NENA Standards 05-001[13], with modifications required for support of i2.
Version 4 of the Internet Protocol	The transmission of voice as packets of data, using the protocol originally developed for the Internet.
VESA Certificate	This is the certification provided by a VESA that clearly identifies the end user is properly qualified and operating with sufficient security and legitimacy to perform its role. Presumably it can be used in a variety of situation including secure web based transactions and exchange of data from one point to another on the network. Generally, the process of checking certification occurs in the background and the end user receives either a pass or a fail.
Virtual Circuit (VC)	A packet-based communications link between two devices that emulates a dedicated physical circuit.
Virtual Circuit Identifier (VCI)	Part of the addressing information used in an ATM frame that identifies a particular virtual path.
Virtual Facility Group (VFG)	One or more trunks terminated at the same two points and used internally within a switch. When referred to as E9-1-1VFG, it relates to the E9-1-1 Control Office switch. (From 03-007)
Virtual LAN (VLAN)	A logical grouping of ports and endpoints such that all ports and endpoints in the VLAN appear to be on the same physical (or extended) LAN segment even though they may be geographically separated.
Virtual Path Identifier (VPI)	Part of the addressing information used in an ATM frame that identifies a particular virtual path.
Virtual Private Network (VPN)	A virtual private network (VPN) is a network that uses a public telecommunication infrastructure, such as the Internet, to provide remote offices or individual users with secure access to their organization's network
Voice Carry Over (VCO)	A method which utilizes both voice and text communications on the same call, allowing a person who is hearing impaired to speak directly to the other party and receive response via a TTY or other means for text communications.
Voice over Asynchronous Transfer Mode (VoATM)	A technology that has its root in the development of broadband ISDN. It integrates the multiplexing and switching functions and allows communications between devices
Voice over Digital Subscriber Link (VoDSL)	Enabling digital voice transmission identical to voice over internet protocol but using digital subscriber services as the transport.

Term	Definition
Voice over Frame Relay (VoFR)	A high-speed communications technology used to connect voice applications. It is a way of sending information over a wide area network (WAN) that divides the information into frames or packets. Each frame has a label that the network uses to decide the destination of the frame.
Voice over Internet Protocol (VoIP) Positioning Center (VPC)	The element that provides routing information to support the routing of VoIP emergency calls, and cooperates in delivering location information to the PSAP over the existing ALI DB infrastructure. The VPC supports access to the routing data in the ERDB.
Voice over Internet Protocol (VoIP) Service Provider (VSP)	Operates the network service and equipment that provides call processing for Voice over IP subscribers.
Voice over Internet Protocol, Voice over IP (VoIP)	Provides distinct packetized voice information in digital format using the Internet Protocol. The IP address assigned to the user's telephone number may be static or dynamic.
Voice over Packet (VoP)	Packetized voice communication over a data network.
Voice over the Internet	Transmit voice with varying consistency depending on overall traffic and engineering of the Internet circuits.
Voice Service Provider (VSP)	Operates the network equipment that provides call processing for Voice over Internet Protocol subscribers.
VoIP Endpoint (VEP)	The endpoint IP Device that is used to originate an emergency call.
VoIP Positioning Center (VPC)	The VoIP Positioning Center (VPC) is the element that provides routing information to support the routing of VoIP emergency calls, and cooperates in delivering location information to the PSAP over the existing ALI DB infrastructure. The VPC supports access to the routing data in the ERDB.
VPC Operator	Operates VPC network element(s).
Web	World Wide Web or Internet.

Term	Definition
Web Service Description Language (WSDL)	The Web Services Description Language (WSDL) is an XML-based language used to describe the services a business offers and to provide a way for individuals and other businesses to access those services electronically. WSDL is the cornerstone of the Universal Description, Discovery, and Integration (UDDI) initiative spearheaded by Microsoft, IBM, and ARIBA. UDDI is an XML-based registry for businesses worldwide, which enables businesses to list themselves and their services on the Internet. WSDL is the language used to do this. WSDL is derived from Microsoft's Simple Object Access Protocol (SOAP) and IBM's Network Accessible Service Specification Language (NASSL). WSDL replaces both NASSL and SOAP as the means of expressing business services in the UDDI registry.
Well-formed XML instance document	The instance document satisfies XML syntax rules
Wide Area Network (WAN)	Network using common carrier-provided lines that covers and extended geographical area.
Wireless	Means any Commercial Mobile Radio Service (CMRS) that falls under the FCC's Docket 94-102 requirement for wireless enhanced 9-1-1 service.
Wireless Access Point (WAP)	http://en.wikipedia.org/wiki/Wireless access point, provides the following definition: "In computer networking, **a wireless access point (WAP or AP)** is a device that connects wireless communication devices together to form a wireless network. The WAP usually connects to a wired network, and can relay data between wireless devices and wired devices. Several WAPs can link together to form a larger network that allows "roaming". (In contrast, a network where the client devices manage themselves – without the need for any access points – becomes an ad-hoc network.) Wireless access points have IP addresses for configuration." Refer also to http://www.ieee802.org/11/
Wireless Fidelity (WiFi)	A common name for IEEE 802.11 wireless broadband access networks.
Wireless Local Loop	A "local loop" is a telephone company's distribution of PSTN connectivity to end users within a small (e.g., less than one square mile) geographic area. When that connectivity is done via two-way radio transmission that is a "wireless local loop".
Wireless Network Controller (WNC)	A wireless network controller manages a group of wireless access points in a wireless LAN. In this type of network the wireless network controller is able to control wireless access point hand-overs to improve the overall performance of the network.

Term	Definition
Wireless Phase I	Required by FCC Report and Order 96-264 pursuant to Notice of Proposed Rulemaking (NPRM) 94-102. The delivery of a wireless 9-1-1 call with callback number and identification of the cell-tower from which the call originated. Call routing is usually determined by cell-sector.
Wireless Phase II	Required by FCC Report and Order 96-264 pursuant to Notice of Proposed Rulemaking (NPRM) 94-102. The delivery of a wireless 9-1-1 call with Phase I requirements plus location of the caller within 125 meters 67% of the time and Selective Routing based upon those coordinates. Subsequent FCC rulings have redefined the accuracy requirements.
Wireless Service Provider (WSP)	Cellular, satellite or other radio based telephony or data transport commercial entity.
Wireless Telecommunications	The family of Telecommunications services under the heading of Commercial Mobile Radio Service. Includes Cellular, Personal Communications Services (PCS), Mobile Satellite Services (MSS) and Enhanced Specialized Mobile Radio (ESMR).
Withdrawn	Date and time stamp a request is cancelled by the originator.
Workspace	The physical building area where work is normally performed. This is a net square footage measurement which includes hallways, conference rooms, rest rooms, and break rooms but does not include wall thickness, shafts, heating/ventilating/air conditioning equipment spaces, mechanical/electrical spaces or similar areas where employees do not normally have acc
Worldwide Interoperability for Microwave Access (WiMAX)	A brand name and a certification mark for IEEE 802.16 compliant products.
World Wide Web (WWW)	The public internet.
eXtensible Markup Language (XML)	An internet specification for web documents that enables tags to be used that provide functionality beyond that in Hyper Text Markup Language (HTML). Its reference is its ability to allow information of indeterminate length to be transmitted to a PSAP call taker or dispatcher versus the current restriction that requires information to fit the parameters of pre-defined fields.
eXtensible Markup Language (XML) instance document	An XML document that conforms to a given schema, as a specific instance of that schema.
eXtensible Markup Language (XML) Schema	The formal document definition (structure, content type and constraints) describing a class of XML instance documents. There are various XML schema languages, but in this document, all schemas are assumed to be defined using the W3C XML Schema definition language [5].

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Term	*Definition*
X,y	Shorthand expression for coordinates that identify a specific location in two dimensions representing latitude and longitude.
X.25	Defined network layer protocol that is used in packet-data switching to establish, maintain, and clear virtual circuit connections between an ISDN terminal and a destination in the packet-switched network

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3 Acronyms

Acronym	Definitions
3GPP	3RD Generation Partner Project
3GPP2	3rd Generation Partnership Project 2
AAR	Association of American Railroads
ACB	All Circuits Busy
ACCDEN	Access Denied
ACD	Automatic Call Distribution, Automatic Call Distributor
can	Automatic Collision Notification
ADA	Americans with Disabilities Act
ADEA	Age Discrimination in Employment Act
ADSL	Asymmetrical Digital Subscriber Line
AEAN	Alternate Emergency Access Number
AES	Advanced Encryption Standard
AIP	Access Infrastructure Provider
ALE	Access Location Entity
ALEC	Alternate Local Exchange Carrier
ALI	Automatic Location Identification
ALI DB	Automatic Location Identification Database
AMPS	Advanced Mobile Phone Service
ANI	Automatic Number Identification
ANSI	American National Standards Institute
AOA	Angle of Arrival
AoR	Address of Record
API	Application Programming Interface
APU	Answering Position Unit
AQS	NENA ALI Query Service
AQSI	ALI Query Services Interface
ARIB	Association of Radio Industries and Businesses
ARP	Address resolution Protocol
ASCII	American Standard Code for Information Exchange
ASL	American Sign Language
ASLARRA	American Short Line and Regional Railroad Association
ASP	Application Service Provider
ASRR	Average Sector Radius Range
ATA	Analog Terminal Adapter
ATIS	Alliance for Telecommunications Industry Solutions
ATM	Asynchronous Transfer Mode
AVL	Automatic Vehicle Location
BASK	Binary Amplitude Shift Key
BCD	Binary Coded Decimal

BellCore	Bell Communications Research
BLI	Busy Line Interrupt
BLV	Busy Line Verification
BOC	Bell Operating Company
BOOTP	Bootstrap Protocol
BPL	Broadband Over Power Lines
BRAS	Broadband Remote Access Server
BRI	Basic Rate Interface
BUI	Building Unit Identifier
C-TAG	The innermost VLAN tag as defined in IEEE 802.1ad
CA	Communication Assistant
CAD	Computer Aided Dispatch
CAMA	Centralized Automatic Message Accounting
CAP	Competitive Access Provider
CART	Child Abduction Response Team
CAS	Call-path Associated Signaling, Channel Associated Signaling
CBN	Call Back Number
CBR	Constant Bit Rate
CCH	Computerized Criminal History
CCS	Common Channel Signaling or Hundred Call Seconds
CCSA	China Communications Standards Association
CCS7	Common Channel Signaling 7
CDMA	Code Division Multiple Access
CdPN	Called Party Number
CDR	Call Detail Record
CGI	Common Gateway Interface
CGL	Calling Geodetic Location Parameter
CgPN	Calling Party Number
CHGN	Charge Number Parameter
CID	Company Identification/Identifier
CISC	Canadian Radio-Television and Telecommunications Commission Interconnection Steering Committee
CLEC	Competitive Local Exchange Carrier or Certified Local Exchange Carrier
CLID	Calling Line Identification
CLLI	Common Language Location Identifier
CMRS	Commercial Mobile Radio Service
CMTS	Cable Modem Termination System
CO	Central Office
CODEc	Coder/EDCoder or Compression/DECompression
COG	Council of Government
COLT	Cell on Light Truck

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CONUS	Continental United States
CoS	Class of Service
COW	Cell on Wheels
CPAS	Cellular Priority Access Service
CpCAT	Calling Party CATegory
CPE	Customer Premises Equipment
CPN	Calling Party's Number
CPU	Central Processing Unit
CRDB	Coordinate Routing Data Base
CRN	Contingency Routing Number
CRT	Cathode Ray Tube
CRTC	Canadian Radio-television and Telecommunications Commission
CSP	Communications Service Provider
CTI	Computer Telephone Integration
CTIA	Cellular Telephone Industry Association
CTX-IP	Centrex–based Internet Protocol
CW	Call Waiting
dB	Decibels
DB	Deaf-Blind
DBMS	Data Base Management System
DCE	Data Communications Equipment
DHCP	Dynamic Host Control Protocol (i2) Dynamic Host Configuration Protocol
DHS	United States Department of Homeland Security
DID	Direct Inward Dialing
DMS	Data Management System
dMSID	Default Mobile Station Identity
DMT	Discrete Multi Tone
DN	Directory Number
DNS	Domain Name Server (or Service or System)
DOCSIS	Data over Cable Service Interface Specification
DOD	Direct Outward Dialing
DOE	United States Department of Energy
DOJ	United States Department of Justice
DOL	United States Department of Labor
DOS	Disk Operating System, Denial of Service
DOT	Department of Transportation
DP	Dial Pulse
DRP	Disaster Recovery Plan
DSL	Digital Subscriber Line
DSLAM	Digital Subscriber Line Access Multiplexer
DSP	Digital Signal Processing

DTE	Data Terminal Equipment
DTMF	Dual Tone Multi-Frequency
E9-1-1	Enhanced 9-1-1
E9-1-1M	Mobile E9-1-1, Mobile Emergency Service
EAS	Emergency Alert Systems
ECOM	Essential Communications During Emergencies
ECR	Emergency Call Register
ECRF	Emergency Call Routing Function
EDGE	Enhanced Data rates for GSM Evolution
EEOC	Equal Employment Opportunity Commission
EENA	European Emergency Number Association
EFM	Ethernet in the First Mile
EIA	Electronic Industry Association
EIA RS-232	Electronic Industry Alliance Recommended Standard 232 (serial interface)
ELA	Emergency Line Access
ELD	Electro-Luminescent Display
ELIN	Emergency Location Identification Number
ELT	English Language Translation
EM	Emergency Message
EMS	Emergency Medical Service
EMT	Emergency Medical Technician
EMTEL	Emergency Telecommunications
ENS	Emergency Notification Systems
EO	End Office
EPROM	Erasable Programmable Read-Only Memory
ERDB	Emergency Services Zone Routing Database
ERL	Emergency Response Location
ES	Emergency Service
ESA	Emergency Stand Alone
ESC	Emergency Services Call
ESCO	Emergency Service Central Office
ESGW	Emergency Services Gateway
ESIF	Emergency Services Interconnection Forum
ESInet	Emergency Services IP Network
ESME	Emergency Services Message Entity
ESMR	Enhanced Specialized Mobile Radio
ESN	Emergency Service Number, Electronic Serial Number, Emergency Service Network
ESNE	Emergency Services Network Entity/Element
ESQK	Emergency Service Query Key
ESP	Emergency Services Provider, or Emergency Services Protocol
ESRD	Emergency Services Routing Digit

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ESRI	Environmental Services Research Incorporated
ESRK	Emergency Services Routing Key
ESRN	Emergency Service Routing Number/Name
ESRP	Emergency Services Routing Proxy
ESZ	Emergency Service Zone (same as ESN)
ETB	Emergency Transport Backup
ETNS	Emergency Telephone Notification System
ETSI	European Telecommunications Standards Institute
EUMI	End User Move Indicator
FAQ	Frequently Asked Questions
FCC	Federal Communications Commission
FDD	Frequency Division Duplex
FDDI	Fiber Optic interface
FGD	Feature Group D
FHA	United States Federal Highway Administration
FLSA	Fair Labor Standards Act
FMLA	Family and Medical Leave Act
FOC	Function of Change
FQDN	Fully Qualified Domain Name
FRA	United States Federal Railway Administration
FTP	File Transfer Protocol
FTTA	Fiber To The Access
FTTH	Fiber To The Home
FTTP	Fiber To The Premises
FX	Foreign Exchange
GA	Go ahead
GAP	Global Address Parameter
GA SK	Go Ahead Stop Keying (Go Ahead or Ready to Hang Up)
GDP	Generic Digit Parameter
GIS	Geographic Information System
GML	Geographic Markup Language
GMLC	Gateway Mobile Location Center (MLC)
GMT	Greenwich Mean Time
GNP	Geographic Number Portability
GOS	Grade of Service
GPOSDIR	GeoPositionDirective INVOKE (see JSTD-036)
Gposdir	GeoPositionDirective RETURN RESULT (see JSTD-036)
GPOSREQ	GeoPositionRequest INVOKE (see JSTD-036)
gposreq	GeoPositionRequest RETURN RESULT (see JSTD-036)
GPRS	General Packet Radio Service
GPS	Global Positioning System

GSM	Global Standard for Mobile Communication
HCO	Hearing Carry Over
HELD	HTTP-Enabled Location Delivery protocol
HFC	Hybrid Fiber Coax
HDSL	High bit rate Digital Subscriber Line
HDTV	High-Definition Television
HID	Hardware Identity
HIPAA	Health Insurance Portability and Accountability Act
HLR	Home Location Register (see ANSI-41)
HOH	Hard of Hearing
HTML	Hyper Text Markup Language
HTTP	Hyper Text Transfer Protocol
HVAC	Heating Ventilation and Air Conditioning
Hz	Hertz
IAB	Internet Architecture Board
IAD	Integrated Access Device
IAM	Initial Address Message
IANA	Internet Assigned Numbers Authority
ICANN	Internet Corporation Assigned Names and Numbers
ICO	National 9-1-1 Implementation and Coordination Office
ICR/IRR	Instant Call Recorder/Instant Recall Recorder
ICS	Incident Command System
ID	Identified
IEEE	Institute of Electrical and Electronics Engineers
IESG	Internet Engineering Steering Group
IETF	Internet Engineering Task Force
IID	Incident Identification
ILEC	Incumbent Local Exchange Carrier
IMEI	International Mobile Equipment Identity
IMSI	International Mobile Station Identity
IMTC	International Multimedia Teleconferencing Consortium
IN	Intelligent Network
INP	Interim Number Portability
IP	Internet Protocol
IPBX (or IP PBX)	Internet Protocol Private Branch Exchange
IP-COAD	Internet Protocol-Coordination Ad-Hoc Committee
IPI	Imagery and Geospatial Plans and Policy Branch
ipm	Interrupts per minute
IpoE	Internet Protocol over Ethernet
IPSec	Internet Protocol Security

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LSR	Local Service Request
LSSGR	LATA Switching Systems Generic Requirements
MapInfo	Mobile Information (see JSTD-036) (MapInfo is a trademark registered name!)
MCC	Mobile Competence Centre
MDC	Mobile Data Communications
MDF	Main Distribution Frame
MDN	Mobile Directory Number
MDT	Mobile Data Terminal
MEC	Missing and Exploited Children
MEID	Mobile Equipment Identity
MEP	Message Exchange Pattern
MF	Multi-Frequency
MGCP	Media Gateway Control Protocol
MIN	Mobile Identified Number, Mobile Identification Number
MLP	Mobile Location Protocol
MIS	Management Information System
MLTS	Multi-Line Telephone System
MMTA	MultiMedia Telecommunications Association
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MP	Mobile Phone
MPC	Mobile Positioning Center
MPCAP	Mobile Positioning Capability (see JSTD-036)
MPLS	Multi-Protocol Label Switching
MPOA	Multi-Protocol Over ATM
ms	Milliseconds
MS	Mobile Station
MSA	Metropolitan Statistical Area
MSC	Mobile Switching Center
MSAG	Master Street Address Guide
MSC	Mobile Switching Center
MSID	Mobile Station Identity
MSISDN	Mobile Station ISDN Number
MSO	Mobile Switching Office
MSRN	Mobile Station Routing Number
MSS	Mobile Satellite Services
MTA	Multimedia Terminal Adapter
MTID	Mobile Terminal Identity
MTP	Message Transfer Point
MTSO	Mobile Telephone Switching Office
NAD83	North American Datum 83

NAI	Network Access Identifier
NANP	North American Numbering Plan
NANPA	North American Numbering Plan Administration
NARUC	National Association of Regulatory Utility Commissioners
NAS	Network Access Server
NASNA	National Association of State 9-1-1 Administrators
NAT	Network Address Translation
NBMA	Non-Broadcast Multiple Access
NCAS	Non Call-path Associated Signaling
NCIC	National Crime Enforcement Center, National Crime Information Center
NCMEC	National Center for Missing and Exploited Children
NECA	National Exchange Carrier Association
NENA	National Emergency Number Association
NFPA	National Fire Protection Association
NGA	United States National Geospatial Intelligence Agency
NG9-1-1	Next Generation 9-1-1
NGESN	Next Generation Emergency Services Network
NHTSA	National Highway Traffic Safety Administration, United States Department of Transportation
NID	Network Interface Device
NIP	NYNEX Information Publication
NIS	Not In Service
NIST	National Institute of Standards and Technology
NNSA	United States National Nuclear Security Administration
NOCC	Network Operations Control Center (for wireless carriers)
NORAD	North American Aerospace Defense Command
NPA	Numbering Plan Area
NPAC	Number Portability/Pooling Administration Center
NPD	Numbering Plan Digit
NPRM	Notice of Proposed Rulemaking
NRC	National Reliability Council
NRIC	National Reliability and Interoperability Council
NRF	No Record Found
NRTL	National Recognized Testing Laboratory
NSI	Non-Subscriber Initialized (as in phones)
NSP	Network Service Provider
NTIA	National Telecommunications and Information Administration, United States Department of Commerce
NTP	Network Time Protocol
NTSB	United States National Transportation Safety Board
NXX	Telephone Numbering Code for Exchange Code or Telephone exchange code

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OCN	Operating Company Number
OEM	Original Equipment Manufacturer
OID	Operations Information Document
OLI	Originating Line Identification parameter
OMA	Open Mobile Alliance
ORREQ	Origination Request Invoke (see JSTD-036)
Orreq	Origination Request RETURN RESULT (see JSTD-036)
OSI	Open Systems Interconnection
OST	United States Office of Secure Transportation
P.01	Probability of one (1) call in one (100) hundred calls being blocked
Pali	Pseudo Automatic Location Identification
PAM	PSAP to ALI Message specification
PAN	Personal Area Network
Pani	Pseudo Automatic Number Identification
PAS	Priority Access Service
PBX	Private Branch Exchange
P-CBN	PSAP Call Back Number
PCIA	Personal Communications Industry Association
PCS	Personal Communications Service
PCSC	Personal Communications Switching Center
PDA	Personal Digital Assistant
PDE	Position Determining Entity
Pesn	Pseudo Electronic Serial Number
PGID	Paging Identity
PIDF	Presence Information Data Format
PIDF-LO	Presence Information Data Format – Location Objects
PON	Passive Optical Network
POS	Packet Over SONET
PPP	Point-to-Point Protocol
PPPoA	Point-to-Point Protocol over ATM
PPPoE	Point-to-Point Protocol over Ethernet
PRI	Primary Rate Interface/ISDN
PSA	Public Safety Agency, Public Service Announcement
PSALI	Private Switch ALI
PSAP	Public Safety Answering Point or Primary Public Safety Answering Point
PSAP-ECR	Public Safety Answering Point – Emergency Call Register
PSQM	Perceptual Speech Quality Measurements
PSTN	Public Switched Telephone Network
PTSC	Packet Technologies and Services Committee
PUC	Public Utility Commission
PVC	Permanent Virtual Circuit

One Nation 9-1-1 One Number

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Q or QQ	Indicates a question
QoS	Quality of Service
RADIUS	Remote Authentication Dial-In User Service
RANP	Regional Access Network Provider
RAS	Remote Access Server
RCC	Remote Call Center or Rate Center Consolidation
RDO	Route Discovery Operator
RF	Radio Frequency
RFC	Request for Comments
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quote
RG	Routing Gateway
RMS	Records Management System
RNA	Routing Number Authority
ROUTREQ	Route Request (see ANSI-41)
RPC	Remote Procedure Call
RSU	Remote Switching Unit
RSVP	Resource Reservation Protocol
RTCP	Real Time Control Protocol
RTP	Real Time Transport Protocol
SAE	Society of Automotive Engineers
SBS	Straight Binary Seconds
SC	Service Consumer
SCCP	Signaling Connection Control Part
SCP	Service Control Point (see ANSI-41) or Switching Control Point
SCTP	Stream Control Transport Protocol
SDO	Standards Development Organization
SDSL	Symmetrical Digital Subscriber Line
SFG	Simulated Facility Group
SFTP	Secure Shell File Transfer Protocol
SIF	Signaling Information Field
SIO	Service Information Octet
SIP	Session Initiation Protocol
SK	Stop keying
SKSK	Stop keying, stop keying. Officially ends a TDD conversation
SLA	Service Level Agreement
S/MIME	Secure Multipurpose Internet Mail Extensions
SMDPP	SMS Delivery Point to Point INVOKE (see ANSI-41)
SMTP	Simple Mail Transfer Protocol
SNA	System Network Architecture

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SNL	Sandia National Laboratories
SNTP	Simple Network Time Protocol
SOAP	Simple Object Assess Protocol
SOHO	Small Office/Home Office
SOI	Service Order Input
SONET	Synchronous Optical NETwork
SOP	Standard Operating Procedures
SP	Service Provider
SPCS	State Plane Coordinate Systems
SPID	Service Provider Identifier
SPVC	Soft Permanent Virtual Circuit
SR	Selective Routing, Selective Router [a.k.a., E9-1-1 Tandem, or E9-1-1 Control Office]
SRDB	Selective Routing Data Base
SS	Serving System
SS-ECR	Serving System – Emergency Call Register
SSH	Secure Shell
SSH-2	Secure Shell, Version 2
SSP	Signal Switching Point
SS7	Signaling System 7
ST	Start
S-TAG	The outermost VLAN tag as defined in IEEE 802.1ad
STCP	Stream Control Transport Protocol
STP	Start Prime or Signal Transfer Point
STUN	Simple Transversal of Universal Datagram Protocol (UDP) Network Address Translations (NATs)
SVC	Switched Virtual Circuit
TA	Technical Advisory (published by Bellcore) or Technical Assistance
TC	Telecommunications Carrier
TCAP	Transaction Capabilities Application Part
TCP	Transport/Transmission Control Protocol
TCP/IP	Transmission Control Protocol/Internet Protocol
TCU	Telematics Control Unit
TDD	Telecommunications Device for the Deaf or Time Division Duplex Mode
TDM	Time Division Multiplexing
TDMA	Time Division Multiple Access
TDOA	Time Difference of Arrival
TELCO	Telephone Company
TIA	Telecommunications Industry Association
TID	Technical Information Document (published by NENA) or Technical Issues Director
TLDN	Temporary Long Distance Number
TLS	Transport Layer Security

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TMSI	Temporary Mobile Station Number
TN	Telephone Number
TR	Technical Reference (published by Bellcore)
TR 45.2	Telecommunications Industry Association Subcommittee responsible for "Wireless Intersystem Technology – Mobile and Personal Communications Standards"
TRD	Technical Requirements Document
TRS	Telecommunications Relay Service
TSP	Telephone Service Priority or Telecommunications Service Provider, Telematics Service Provider
TTA	Telecommunications Technology Association
TTC	Telecommunication Technology Committee
TTL	Transistor to Transistor Logic
TTY	Teletypewriter (a.k.a. TDD, Telecommunications Device for the Deaf and Hard-of-Hearing)
TU	Telematics Unit
TVSS	Transient Voltage Surge Suppression
TVW	Testing Validation Worksheet
TWC	Three-Way Calling
UA	User Agent
UAC	User Agent Client
UAS	User Agent Service
UBR	Unavailable Bit Rate
UDDI	Universal Description, Discovery and Integration
UDP	User Datagram Protocol
UIM	User Identity Model
UL	Underwriters Laboratories
uLPN	Unique Local Public Safety Number
UNI	Unbundled Network Interface
UPS	Uninterruptible Power Supply
URI	Uniform Resource Identifier
URL	Uniform Resource Locator (location sensitive)
URN	Uniform Resource Name (location insensitive)
USF	Universal Service Fund
USGS	United States Geological Survey
USMC	United States Marine Corps
USNG	United States National Grid
USNO	United States Naval Observatory
USPS	United States Postal Service
USTA	United States Telephone Association
USTSA	United States Telecommunications Suppliers Association
UTC	Universal Coordinated Time

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UTRA	Universal Terrestrial Radio Access
VBRnrt	Variable Bit Rate non-real time
VBRrt	Variable Bit Rate real-time
VC	Virtual Circuit
VCI	Virtual Circuit Identifier
VCO	Voice Carry Over
VDB	Validation Database
VDSL	Very high-speed Digital Subscriber Line
VE2	Voice over Internet Protocol E2 Interface
VEDS	Vehicle Emergency Data Sets
VEP	VoIP End Point
VESA	Valid Emergency Services Authority
VF	Validation Function
VFG	Virtual Facility Group
VIN	Vehicle Identification Number
VLAN	Virtual LAN
VLR	Visitor Location Register
VoATM	Voice over ATM
VoDSL	Voice over Digital Subscriber Link
VoFR	Voice over Frame Relay
VoIP	Voice over Internet Protocol
VON	Voice over Network
VoP	Voice over Packet
VPC	VoIP Positioning Center
VPI	Virtual Path Identifier
VPN	Virtual Private Network
VSP	VoIP Service Provider
W3C	World Wide Web Consortium
WAENS	Wide Area Emergency Notification System
WAN	Wide Area Network
WAP	Wireless Access Point
WCM	Wireline Compatibility Mode
WGS 84	World Geodetic System 1984
WiFi®	Wireless Fidelity
WiMAX	Worldwide Interoperability for Microwave Access
WNC	Wireless Network Controller
WSDL	Web Service Definition Language
WSP	Wireless Service Provider
WWW	World Wide Web
XML	eXtensible Markup Language
XSD	W3C XML Schema Definition

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XXXXX	Indicates an error or mistake in typing (erasing the error)

EXHIBIT NO. 28

DOCKET NO.: 070736-TP

WITNESS: Cynthia Clugy

PARTY: Intrado

DESCRIPTION: E911 Port Service Request Guidelines,
exhibit attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 28
COMPANY Intrado
WITNESS Cynthia Clugy (CC-3)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # CC-3



E911 Port Service Request
Guidelines

Version 2008.05.15

intrado
Communications Inc.

DOCUMENT NUMBER-DATE
04810 JUN-5 08
FPSC-COMMISSION CLERK

Notice

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Port Service Request (PSR) Instructions and Field Descriptions

PSR Form Submittal Instructions

1. Complete the Port Service Request (PSR) form for each Point of Interface (POI) you will be connecting to.
2. Submit the completed PSR form to IENVprovisioning@intrado.com.
3. Upon receipt of the completed PSR form, Intrado will review the information provided and will reply within two (2) business days as follows:
   - — Provide confirmation of receipt of the properly completed PSR form
   - — Provide the Intrado Facility Point Codes (if applicable – applies to SS7 Connectivity only)
   - — If the form is not properly completed, the confirmation will indicate missing or incorrect data and what additional or corrected information is needed. Please resubmit a properly completed form within two (2) business days (or sooner).
4. Once your circuit is delivered to the POI location, resubmit the PSR form as 'version 2' with your requested test date and the Exchange Company Circuit ID fields populated on the 'version 2' submittal.
5. Once the cross connect is completed, Intrado will notify the TSP of completion within five (5) business days of the 'version 2' submittal and schedule initial testing.
6. Please forward any questions to IENVprovisioning@intrado.com.

PSR Field Descriptions

Administrative Information Section of PSR Form

PON: Purchase Order Number. Identifies the Telephone Service Providers (TSP's) unique purchase-order or requisition number that authorizes the issuance of this request or supplement.

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 16 alpha numeric characters

EXAMPLE: 824Z9

VER: Version Identification. Identifies the TSP version number.

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – Up to 2 alpha numeric characters

EXAMPLE: A2

D/TSENT: Date Sent. Identifies the date the Port Service Request is sent by the TSP.

Two-Digit Month (01-12)

Two-Digit Date (01-31)

Four-Digit Year (0000-9999)

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 8 numeric characters (including 2 hyphens)

EXAMPLE: 05-22-2007

DDD: Desired Due Date. Identifies the TSP's expected delivery of CFA (Tie Down) .

Two-Digit Month (01-12)

Two-Digit Date (01-31)

Four-Digit Year (0000-9999)

USAGE – The field is required.

DATA CHARACTERISTICSCHARACTERISTICS – 8 alpha numeric characters (including 2 hyphens)

EXAMPLE: 03-02-2008

PROJECT: Project Identification. Identifies the project with which the request is to be associated. Examples of the use of this field would be relating multiple requests especially for an initial cutover.

USAGE – The field is optional.

DATA CHARACTERISTICSCHARACTERISTICS – Up to 16 alpha numeric characters

EXAMPLE: MS736119

PPTD: Test Date. Identifies the pre-negotiated test date for the start of testing. Must be greater than the desired due date.

USAGE – The field is optional.

DATA CHARACTERISTICSCHARACTERISTICS – 8 alpha numeric/characters (including 2 hyphens)

VALID ENTRIES:

U.S. Standard	Metric Format
Two -Digit Month (01-12)	Two -Digit Century (00-99)
Two-Digit Day (01-31)	Two-Digit Year (00-99)
Four-Digit Year (0000-9999)	Two-Digit Day (01-31)

EXAMPLE: 03-22-2007

NOR: Number of Requests. Identifies both specific and total quantity of requests within a group of Requests being ordered.

USAGE – The field is required

DATA CHARACTERISTICS – 4 numeric characters

EXAMPLE: 01 of 06

ACT: Activity. Identifies the activity involved in this request.

USAGE – The field is required.

DATA CHARACTERISTICS – 1 alpha character

VALID ENTRIES

New installation or increase in capacity

Disconnection or decrease in capacity

Change CAMA to SS7, ISDN, or IP

EXAMPLE: N

SUP: Supplement Type. A supplement is any new iteration of a PSR. The entry in the SUP field identifies the reason for which the supplement is being issued.

USAGE – The field is conditional. Not for use on an initial request.

DATA CHARACTERISTICS – 1 numeric character

VALID ENTRIES:

Cancel – Indicates that the pending order is to be cancelled in its entirety.

New Due Date – Indicates that the pending order requires only a change of due date.

Other – Any other change to the request.

Correction – Indicates that this request is being issued to correct a previous request for which a firm confirmation has not been received.

EXAMPLE: 4

EXP: Expedite. Indicates that expedited treatment is requested and any charges generated in provisioning this request (e.g., additional engineering charges or labor charges if applicable) will be accepted.

USAGE – The field is optional.

DATA CHARACTERISTICS – 1 alpha character

VALID ENTRIES:

Y = Expedite Charges Authorized

EXAMPLE: Y

CKR: TSP Circuit Reference (primary/secondary). Identifies the circuit number or range of circuit numbers used by the TSP.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 53 alpha/numeric characters.

EXAMPLE: 0002/DF88ES

ECCKT. Exchange Company Circuit ID (Primary/Secondary). Identifies the LEC local loop circuit ID or multiple circuit IDs.

USAGE – The field is required on final draft of order (Version 2).

DATA CHARACTERISTICS – Up to 53 alpha/numeric characters.

EXAMPLE: 0002/DF88ES

RORD. Related Order Number – Identifies a related AP order number.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 17 alpha/numeric characters

EXAMPLE: C456895

RPON: Related Purchase Order Number. Identifies the PON of a related Port Service Request.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 16 alpha/numeric characters

EXAMPLE: 824Z9

POI SITE: Point of Interface Site. The location of the POI site that the TSP is connecting into. Each TSP must connect to a minimum of two POI locations. For a list of POI locations, go to Intrado's IEN Interconnection web page at www.Intradocomm.com.

USAGE – The field is required.

DATA CHARACTERISTICS – City: 32 alpha characters, State: 2 alpha characters

EXAMPLE: City: Denver; State: CO

POI CLLI CODE: Point of Interface Site CLLI Code. The CLLI code of the POI site you are connecting into. For a list of POI CLLI Codes, go to Intrado's IEN Interconnection web page at www.Intradocomm.com.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: WCHSOHGR0ED

REMARKS: Identifies a free flowing field which can be used to expand upon and clarify other data on this form.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 186 alpha/numeric characters

EXAMPLE: DISC OF FIRST CIRCUIT IN GROUP

Billing Section of PSR Form

BILLNM: Billing Name. Identifies the name of the person, office, or company to whom the TSP has designated that the bill be sent.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: XYZ CORPORATION

SBILLNM: Secondary Billing Name. Identifies the name of a department or group within the designated BILLNM entry.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: TSPCOUNTS RECEIVABLE

STREET: Street Address. Identifies the street of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: 125 E MAIN STREET

FLOOR: Identifies the floor for the billing address associated with the billing name.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 3 alpha/numeric characters

EXAMPLE: 32

ROOM: Identifies the room for the billing address associated with the billing name.

USAGE – The field is optional.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: 1K151A

CITY: Identifies the city, village, township, etc. of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: LONGMONT

STATE: State/Province. Identifies the two character postal code for the state/province of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – 2 alpha/numeric characters

EXAMPLE: CO

ZIP CODE: Identifies the zip code or zip+4 of the billing address associated with the billing name.

USAGE – The field is required.

DATA CHARACTERISTICS – 12 alpha/numeric characters

EXAMPLE: 07039 or 08854-1234

BILLCON: Billing Contact. Identifies the name of the person or office to be contacted on billing matters.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JANE T DOE

TEL NO: Telephone Number. Identifies the telephone number of the billing contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2223

Contact Section of PSR Form

INIT: Initiator Identification. Identifies the TSP's employee who originated this request.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the TSP's employee who initiated the request.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2225

FAX NO: Fax Number. Identifies the fax number of the TSP's employee who initiated the request.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

ENGINEERING: Engineering Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the Engineering Contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2225

FAX NO: Fax Number. Identifies the fax number of the Engineering Contact.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

TEST: Tester Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of Tester.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2226

FAX NO: Fax Number. Identifies the fax number of the Tester.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

SITE: Site Contact Tester Identification

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 15 alpha/numeric characters

EXAMPLE: JOHN SMITH

TEL NO: Telephone Number. Identifies the telephone number of the TSP's Site Contact.

USAGE – The field is required.

DATA CHARACTERISTICS – 14 (10 digit + 4 digit extension) alpha/numeric characters (including 3 hyphens)

EXAMPLE: 201-555-3400-2226

FAX NO: Fax Number. Identifies the fax number of the TSP's Site Contact.

USAGE – The field is optional.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

NOC: Network Operations Center. Identifies the NOC Name for future trouble reporting of this connectivity.

USAGE – The field is required.

DATA CHARACTERISTICS – 25 alpha/numeric characters

EXAMPLE: XYZ NOC

TEL NO. Telephone Number. Identifies the NOC Telephone number for future trouble reporting of this connectivity.

USAGE – The field is required.

DATA CHARACTERISTICS – 10 digits (including 2 hyphens)

EXAMPLE: 201-981-3500

NOC EMAIL ADDRESS: Network Operations Center Email Address. Identifies the email address of the TSPs NOC.

USAGE – The field is required.

DATA CHARACTERISTICS – 50 alpha/numeric characters

EXAMPLE: XYZCORPNOC@XYZ.COM

Trunking/Connectivity Section of PSR Form

Connectivity choices for connecting to Intrado's POIs. (Note: SS7 is the preferred method of connectivity.)

____ SS7 via VeriSign

____ SS7 via alternate SS7 provider

____ CAMA

DSO: Identifies number of DS 0s being used. (Note: Minimum requirement is two.)

USAGE – The field is required.

DATA CHARACTERISTICS – 2 numeric digits.

EXAMPLE: 02

HOM: Homed. Specify whether the connection from your End Office single (S), double (D) or triple (T) homed.

USAGE – The field is required.

DATA CHARACTERISTICS – 1 alpha character.

EXAMPLE: D

TRFTYP: Traffic Type. Identifies the type of Traffic, i.e., Wireline (WRLN), Wireless (WRLS) or Voice over IP (VOIP)..

USAGE – The field is required.

DATA CHARACTERISTICS – 4 alpha numeric characters

EXAMPLE: WRLN

TCIC: Trunk Circuit Identification Code. Identifies a specific trunk for which CCS is being performed.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: 02345-02347

TRGP: Trunk Group. Identifies trunk group as either Selective Routing (SR) or Trunk only routing (TO).

USAGE – The field is required.

DATA CHARACTERISTICS – 2 alpha characters

EXAMPLE: TO

PSAP: Public Safety Answering Point. Identifies the Default Public Safety Answering Point to be used in the trunk group.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 25 alpha/numeric characters

EXAMPLE: HOWARD COMM CTR

NPAT: NPA per trunk group. If multiple NPAs are used, this field identifies the NPA per Trunk Group.

USAGE – The field is required if using CAMA and multiple NPAs only.

DATA CHARACTERISTICS – Up to 30 alpha/numeric characters

EXAMPLE: TR1=NPA212

CFA: Connecting Facility Assignment (TIE-DOWN). Identifies the provider carrier system and channel to be used from a Wideband Analog, High Capacity, or Optical Network facility when the customer has assignment control.

USAGE – The field is required on final draft of order (Version 2)

DATA CHARACTERISTICS – Up to 42 alpha/numeric characters

EXAMPLE: 101/T1/3/BSTNMAGTCGO/BSTNMAMTCG0

CSL: Customer Switch Location. Identifies the CLLI Code of the customer's switch.

USAGE – The field is required.

DATA CHARACTERISTICS – 11 alpha/numeric characters

EXAMPLE: CHCGILWRDS0

CSPC: Customer Signaling Point Code. Identifies the electronic address of the customer's signaling point (SP) or signaling transfer point (STP) in a CCS network.

USAGE – The field is required for SS7 connectivity.

DATA CHARACTERISTICS – 11 numeric characters (including 2 hyphens)

EXAMPLE: 249-255-101

NENA: NENA ID of Telephone Service Provider. Identifies the NENA ID.

USAGE – The field is required.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: ITRDO

IMP: Implied NPA. Identifies the implied NPA.

USAGE – The field is required for CAMA connectivity.

DATA CHARACTERISTICS – 3 digits

EXAMPLE: 303

INF: Information Digit. Identifies if an information digit is being used.

USAGE – The field is required if using CAMA only.

DATA CHARACTERISTICS – One alpha character (Y) Yes or (N) No

EXAMPLE: N

ISUP: ISUP Parameter. Identifies the ISUP Parameter Used. (See ISUP Parameter Table on next page.)

USAGE – The field is required for SS7 connectivity.

DATA CHARACTERISTICS – Up to 6 alpha/numeric characters

EXAMPLE: NCASA1

Reference Tables for ISUP Parameter

ISUP Parameter	OLI	CpCAT	Called Party	Calling Party	Charge	Generic Digits

Option for wireline/wireless calls	Wireless	Emergency	Number	Number	Number	Parameter
NCAS A1	NO	YES	911	ANI/pANI	ANI/pANI	BLANK
NCAS A2	NO	YES	911	ANI/pANI	-	BLANK
NCAS A3	NO	YES	911	-	ANI/pANI	BLANK

ISUP Parameter Option for wireless calls	OLI Wireless	CpCAT Emergency	Called Party Number	Calling Party Number	Charge Number	Generic Digits Parameter
CAS A1	YES	YES	911	CBN	CBN	ESRD
CAS A2	YES	YES	911	CBN	-	ESRD
CAS A3	YES	YES	911	-	CBN	ESRD
CAS E1	YES	YES	ESRD	CBN	CBN	BLANK
CAS E2	YES	YES	ESRD	CBN	-	BLANK
CAS I1	YES	YES	ESRD	CBN	CBN	ESRD
CAS I2	YES	YES	ESRD	CBN	-	ESRD

EXHIBIT NO. 29

DOCKET NO.: 070736-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Diagram of "Intelligent Emergency Network," attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 29
COMPANY Intrado
WITNESS Thomas Hicks (TH-1)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # TH-1

EXHIBIT NO. 30

DOCKET NO.: 070736-TP

WITNESS: Thomas Hicks

PARTY: Intrado

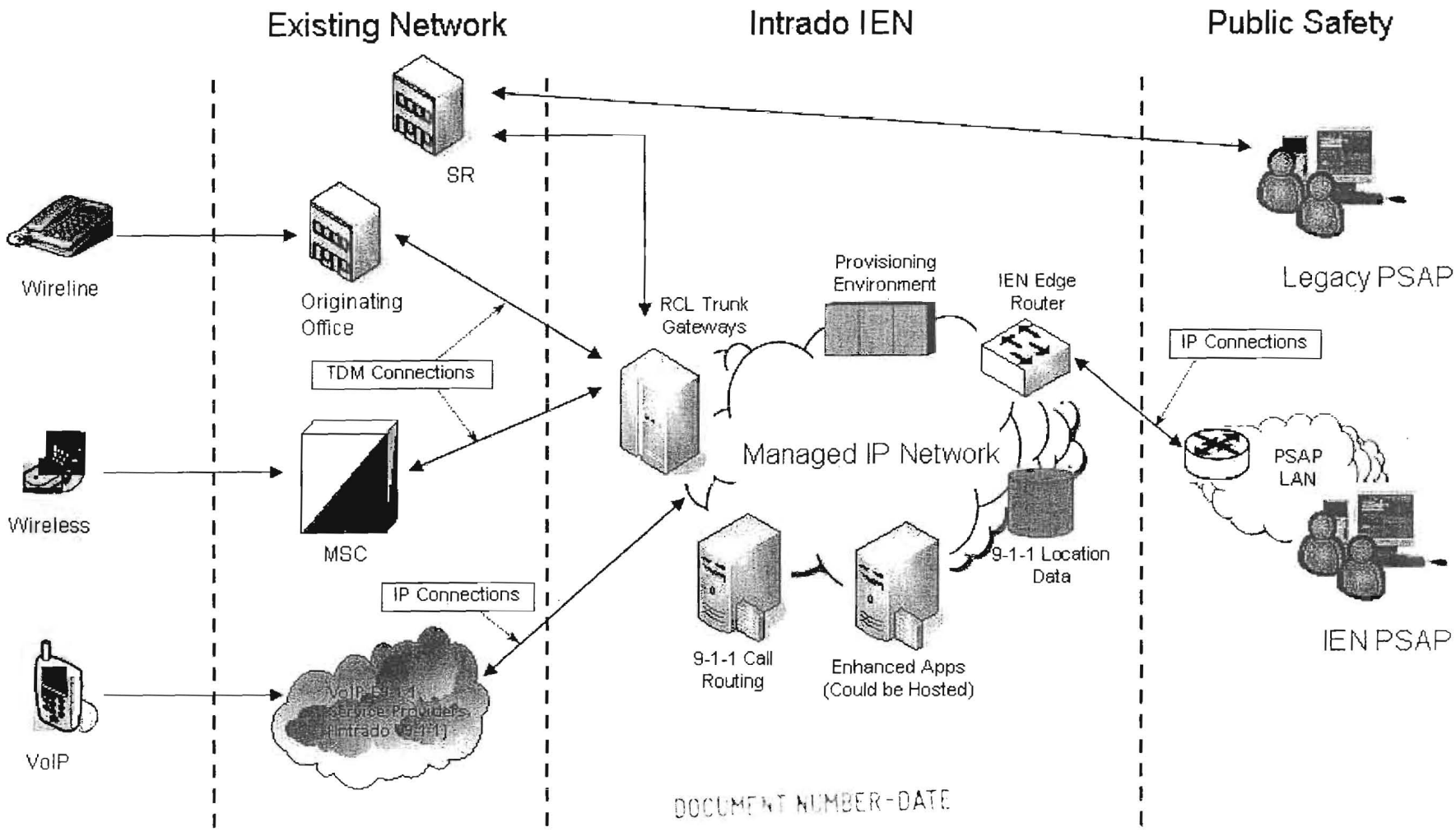
DESCRIPTION: Diagram of "Legacy 911 Environment," attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 30
COMPANY Intrado
WITNESS Thomas Hicks (TH-2)
DATE 07/10/08

PROFFERING PARTY: Staff

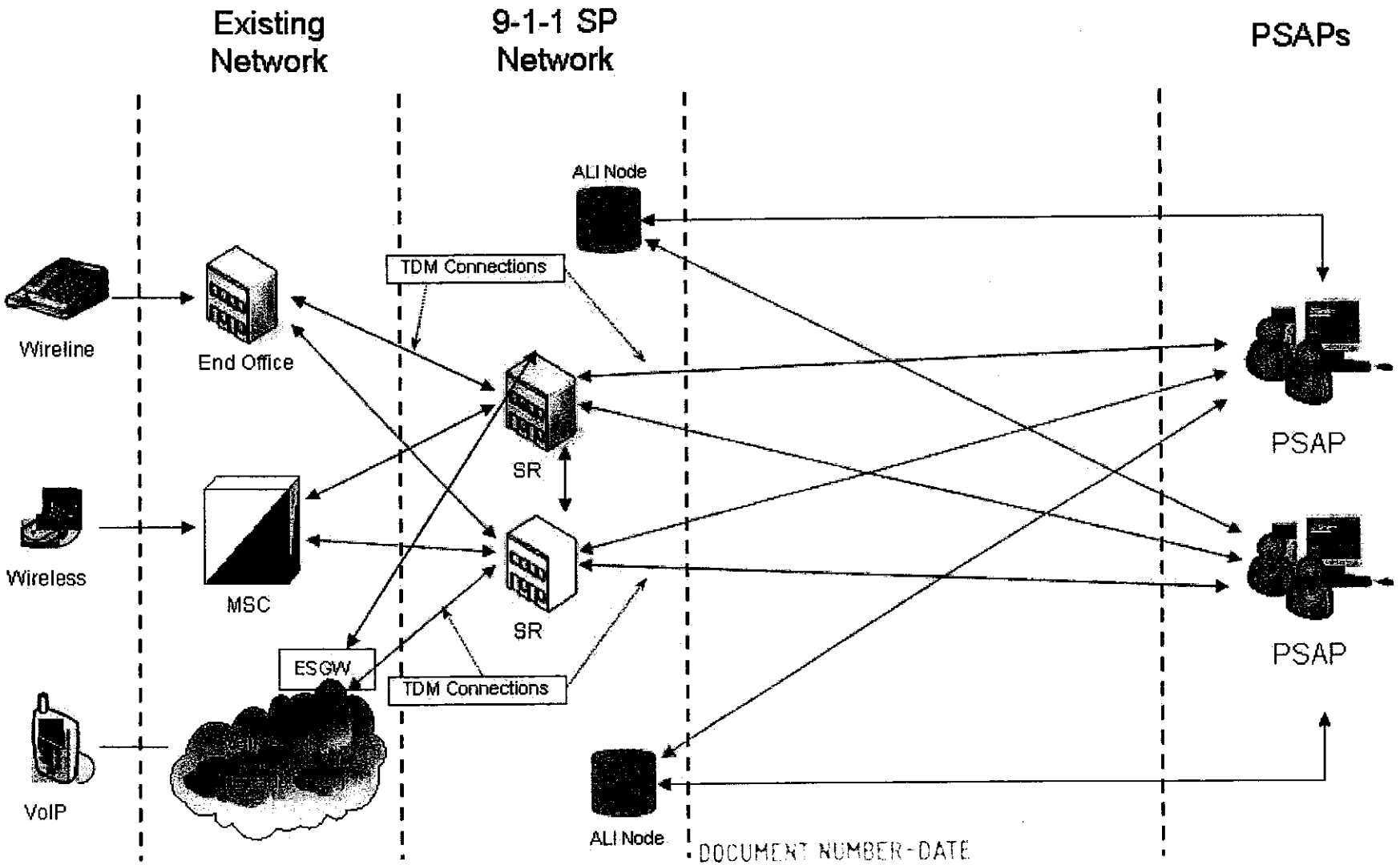
I.D. # TH-2

Intelligent Emergency Network (R)



DOCUMENT NUMBER-DATE
03146 APR 21 08
SC-COMMISSION CLERK

Legacy 911 Environment



DOCUMENT NUMBER-DATE
03147 APR21 08
FPSC-COMMISSION CLERK

EXHIBIT NO. 31

DOCKET NO.: 070736-TP

WITNESS: Thomas Hicks

PARTY: Intrado

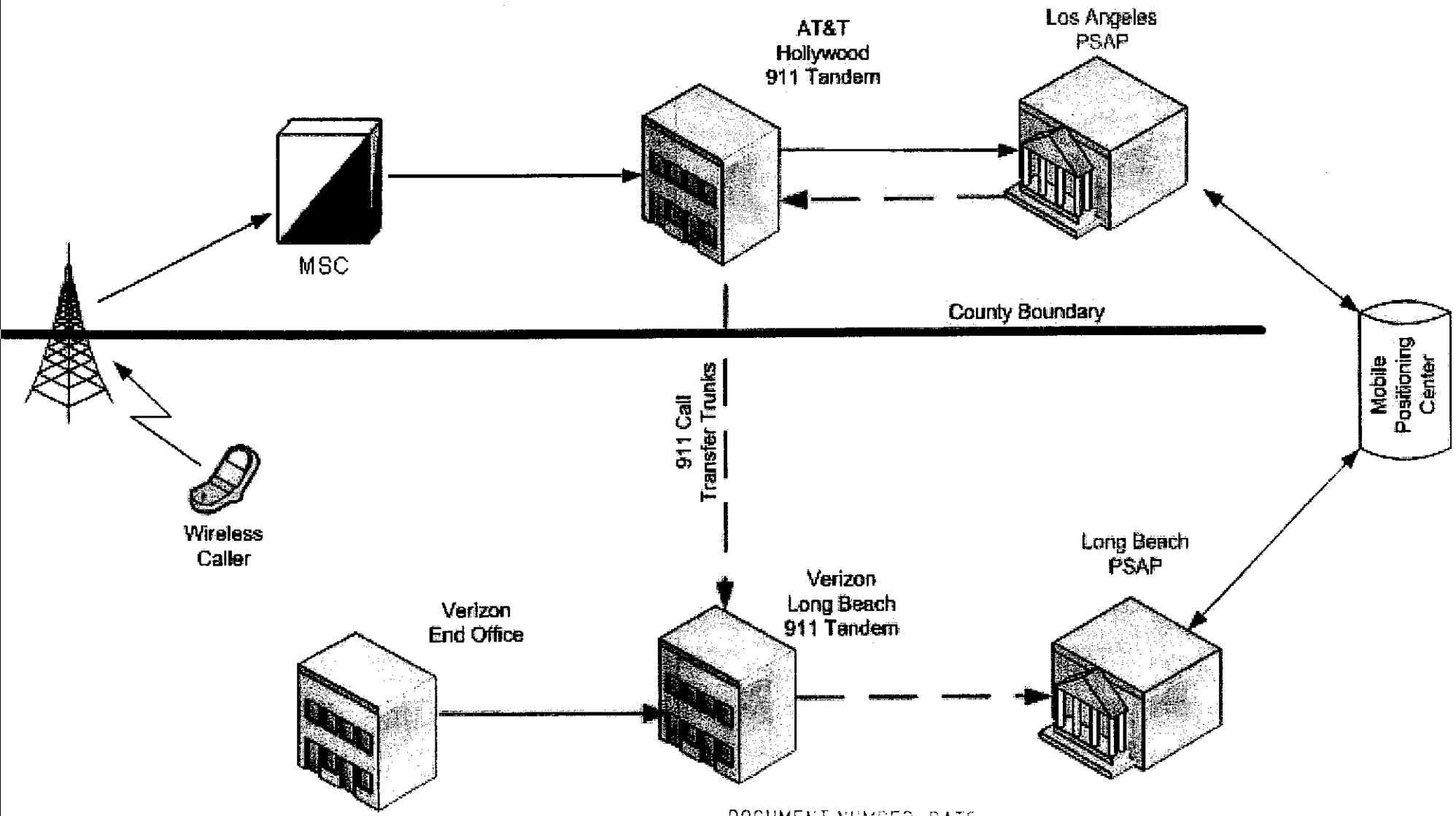
DESCRIPTION: Diagram of "Sample California Call Transfer Arrangement," attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 31
COMPANY Intrado
WITNESS Thomas Hicks (TH-3)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # TH-3

Sample California Call Transfer Arrangement



DOCUMENT NUMBER-DATE
03148 APR 21 08
FPSC-COMMISSION CLERK

EXHIBIT NO. 32

DOCKET NO.: 070736-TP

WITNESS: Thomas Hicks

PARTY: Intrado

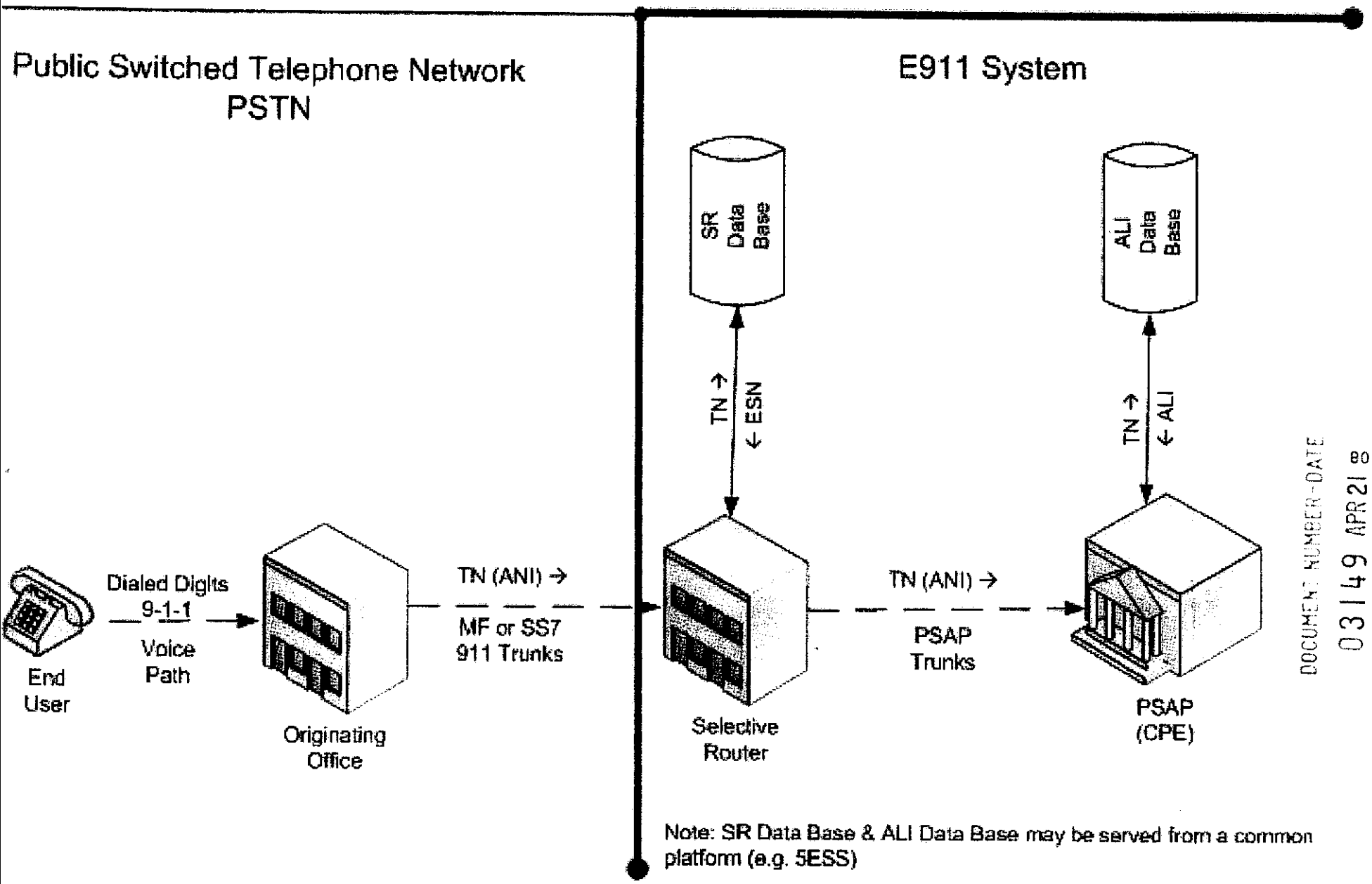
DESCRIPTION: Diagram of "Typical Components of an E911 System," attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 32
COMPANY Intrado
WITNESS Thomas Hicks (TH-4)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # TH-4

Typical Components of an E911 System



Note: SR Data Base & ALI Data Base may be served from a common platform (e.g. 5ESS)

DOCUMENT NUMBER-DATE
03149 APR 21 80
FPSC-COMMISSION CLERK

EXHIBIT NO. 33

DOCKET NO.: 070736-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Diagram of "911 Call Sorting at Originating Office," attached to direct testimony

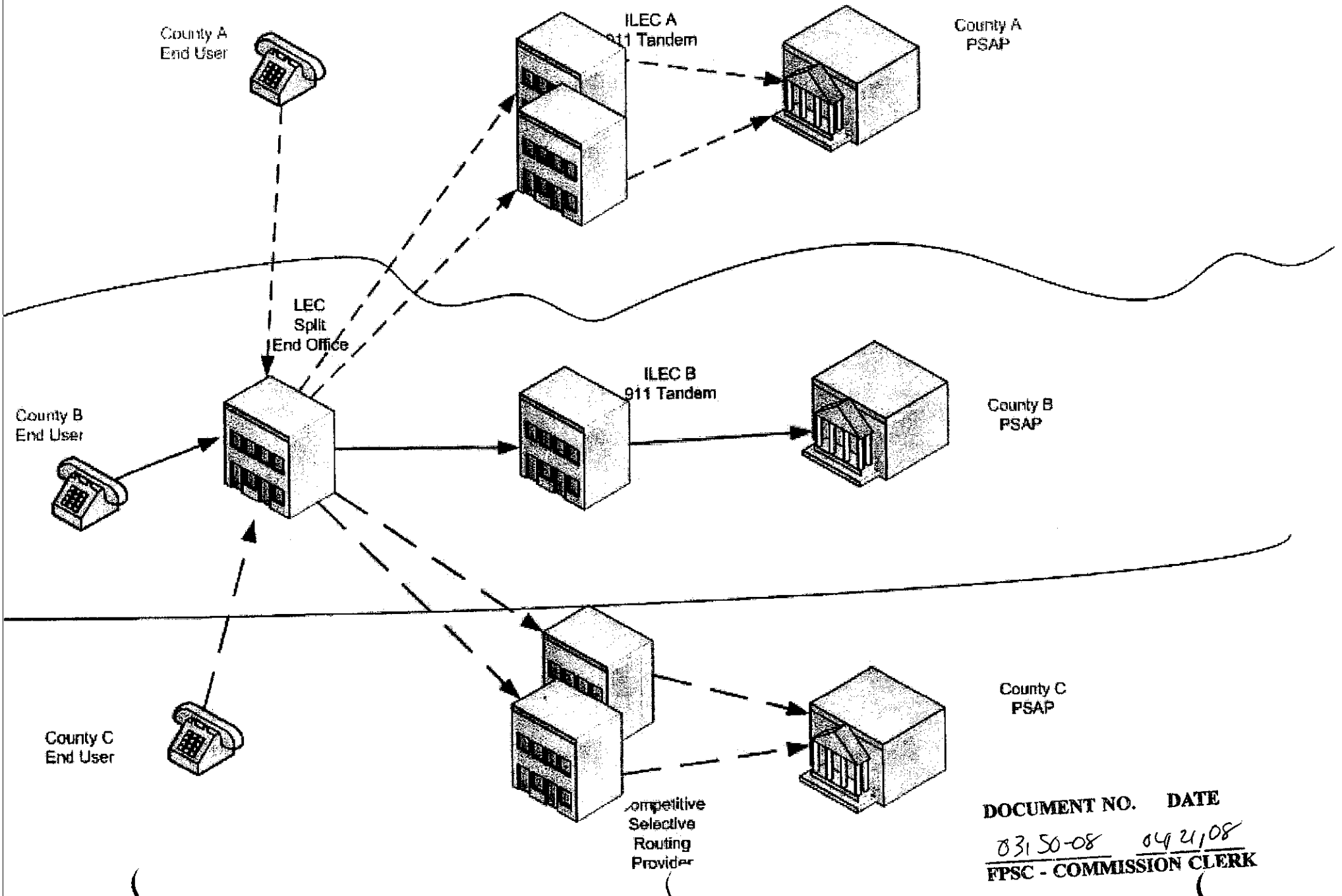
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 33
COMPANY Intrado
WITNESS Thomas Hicks (TH-5)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # TH-5

DOCKET NO. 070736-TP
EXHIBIT _____(TH-5)
911 CALL SORTING AT ORIGINATING OFFICE
PAGE 1 OF 1

911 Call Sorting at the Originating Office



DOCUMENT NO. DATE
03150-08 04/21/08
FPSC - COMMISSION CLERK

EXHIBIT NO. 34

DOCKET NO.: 070736-TP

WITNESS: Thomas Hicks

PARTY: Intrado

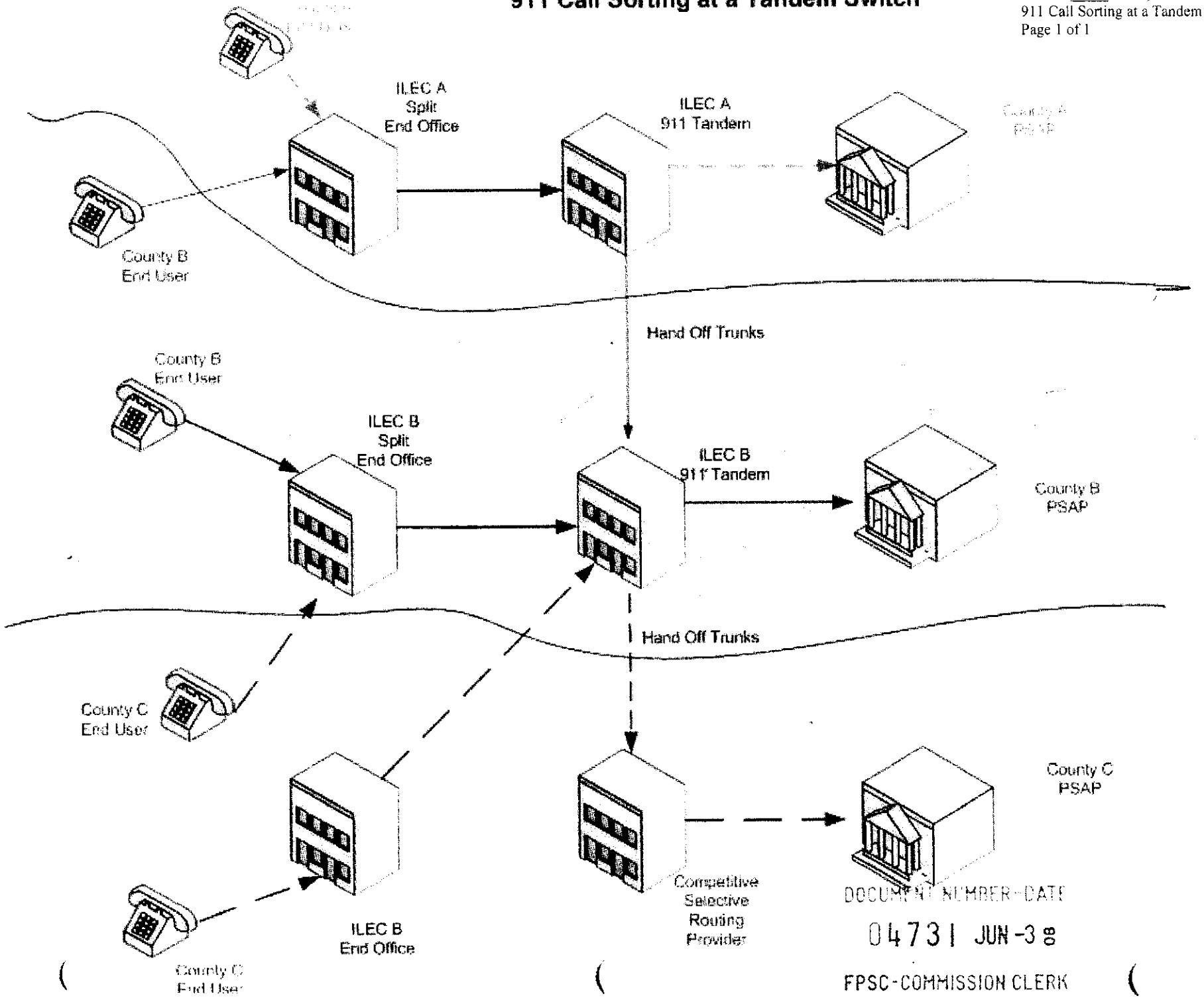
DESCRIPTION: Diagram of "911 Call Sorting at a Tandem Switch," attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 34
COMPANY Intrado
WITNESS Thomas Hicks (TH-6)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # Revised
TH-6

911 Call Sorting at a Tandem Switch



DOCUMENT NUMBER-DATE
04731 JUN-3 08
FPSC-COMMISSION CLERK

EXHIBIT NO. 35

DOCKET NO.: 070736-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Excerpts of Pacific Bell tariff, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 35
COMPANY Intrado
WITNESS Thomas Hicks (TH-7)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # TH-7

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.1 DIAL SWITCHING SYSTEMS (Cont'd)

9.1.11 WIRELESS 9-1-1 (T)

A. DESCRIPTION (N)

1. WIRELESS 9-1-1

Wireless 9-1-1 Service is a service offering which routes wireless calls to specific Public Safety Answering Points (PSAPs) and provides a Mobile Directory Number (MDN) for callback information and the appropriate caller location information to support the Federal Communication Commission's (FCC) Wireless Telecommunications Bureau Phase I and Phase II requirements established in CC Docket No. 94-102.

This service will support the following Wireless 9-1-1 design solutions:

a. Call path Associated Signaling (CAS)[1]
b. Non-Call path Associated Signaling (NCAS)
c. Hybrid

The Wireless 9-1-1 customer must be a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated, or a third party provider of 9-1-1 database services.

2. Definition of Terms

9-1-1 Selective Router

A central office providing tandem switching capability for 9-1-1 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing function capability and certain maintenance functions for each PSAP.

9-1-1 Tandem to 9-1-1 Tandem Transfer

The ability to transfer a 9-1-1 call from a PSAP served by one 9-1-1 Selective Router (a.k.a. Tandem) to a PSAP served by a different 9-1-1 Selective Router.

Call path Associated Signaling (CAS)

A Wireless 9-1-1 technology that utilizes the voice transmission path to also deliver the Mobile Directory Number and the caller's location to the PSAP.

NOTE 1: The CAS technology does not support Phase II and customers that utilize CAS for Phase I will be required to migrate to NCAS or Hybrid solutions for Phase II implementation (N)

Continued

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PACIFIC BELL TARIFF
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DOCUMENT NUMBER-DATE
03152 APR 21 08
FPSC-COMMISSION CLERK

9.1 DIAL SWITCHING SYSTEMS (Cont'd)
9.1.11 WIRELESS 9-1-1 (Cont'd) (T)
A. DESCRIPTION (Cont'd) (N)
2. Definition Of Terms (Cont'd)

Emergency Services Routing Digits (ESRD)

A 10-digit number that is used to identify the cell site/sector serving the caller. The selective router uses the ESRD to selectively route the call to the designated PSAP.

Emergency Services Routing Key (ESRK)

A 10-digit number that is normally used to identify an ongoing Wireless 9-1-1 call and to correlate the associated data for that call. The selective router uses the ESRK to selectively route the call to the designated PSAP.

Hybrid

A Wireless 9-1-1 technology that utilizes one transmission path to deliver the voice and Mobile Directory Number to the PSAP and a separate transmission path to deliver the caller's location information to the PSAP.

Mobile Directory Number (MDN)

A 10-digit telephone number that identifies the calling party and can be used as a call back number.

Mobile Switching Center

A switch that provides wireless telephone service.

Non-Call path Associated Signaling (NCAS)

A Wireless 9-1-1 technology that utilizes one transmission path to deliver the voice and a separate transmission to deliver the Mobile Directory Number and the caller's location to the PSAP. (N)

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.1 DIAL SWITCHING SYSTEMS (Cont'd)
9.1.11 WIRELESS 9-1-1 (Cont'd)
A. DESCRIPTION (Cont'd)
2. Definition Of Terms (Cont'd)

Pseudo-Automatic Number Identification (pANI)

A number, consisting of the same number of digits as ANI, but is used in place of an ANI to convey a special meaning. The specific meaning assigned to the pANI is determined by agreements, as necessary, between the telephone system originating the call, intermediate telephone systems handling and routing the call, and the destination telephone system. The pANI identifies the location of the base station or cell site through which a mobile call originates or the origination point of a VoIP call. (T)

VoIP Call: (N)

Any call generated by a VoIP end user via the digits "9-1-1" and delivered to the Utility utilizing existing wireless infrastructure. (N)

Wireless Call

Any call generated by a wireless end user via the digits "9-1-1" and delivered by the Wireless carrier to the Utility for routing to the PSAP in order to route the call to the designated PSAP.

Wireless Carrier

A private entity that provides telephone service to residential or business end users served by a wireless switch.

Wireless End User

An individual or organization authorized to use the telephone services provided by the wireless switch.

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EXHIBIT _____(TH-7)
PACIFIC BELL TARIFF
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Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.1 DIAL SWITCHING SYSTEMS (Cont'd)
9.1.11 WIRELESS 9-1-1 (Cont'd) (T)

B. REGULATIONS (N)

1. General

In addition to the following terms and conditions, the terms and conditions set forth in Schedule Cal.P.U.C. No. A and in the Enhanced 9-1-1 (E9-1-1) Service as described in Section A9.2 following, shall also apply.

a. Request for this service:

(1) can only be initiated by a 9-1-1 customer;
(2) must be provided to the Utility in writing; and
(3) must identify the PSAP or Call Centers service locations and the required network database configurations for the specified locations.

b. The minimum number of digits that the PSAP CPE must be capable of receiving is dependent on the wireless technology. A PSAP must be able to accept 8, 10, or 20 digits when the wireless technology is NCAS, Hybrid, or CAS, respectively. If a PSAP CPE does not meet these requirements, the Utility will continue to selectively route Wireless 9-1-1 calls to the designated PSAPs. However, the PSAP may not receive callback or location information for these calls.

2. Customer Responsibilities[1]

a. When the Utility is the database provider, the Wireless 9-1-1 customer is responsible for ensuring that the Wireless Carrier creates, maintains, and forwards to the Utility current pANI data according to the format and procedures specified by the Utility.

b. Wireless 9-1-1 Service Wireless End User's information is confidential. The 9-1-1 customer agrees to use such information only for the purpose of responding to emergency calls. All other uses of such information are prohibited.

c. To the extent that a Wireless End User's telephone number, the address and name associated with the originating station location are furnished to the PSAP and to the Utility, the Wireless End User (published and nonpublished) consents to the storage and retention of Wireless End User's location and telephone number in the Utility data base and also consents to access of this information by the PSAP for the sole purpose of responding to an emergency call.

d. The Wireless 9-1-1 customer has the responsibility for reporting all errors, defects and malfunctions that they are aware of to the Utility in a timely manner provided.

NOTE 1: The Utility will participate in all coordination efforts as the Utility deems appropriate. (N)

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.1 DIAL SWITCHING SYSTEMS (Cont'd)
9.1.11 WIRELESS 9-1-1 (Cont'd) (T)
B. REGULATIONS (Cont'd) (N)
2. Customer Responsibilities (Cont'd)

e. Cancellation of the service in whole or in part by the Wireless 9-1-1 customer prior to establishment thereof, will require payment of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the Utility up to the time of cancellation resulting from the Wireless 9-1-1 customer's order for service.

f. The PSAP will be responsible for any local or long distance toll associated with the call-back of wireless callers or the transferring of calls to non-PSAP locations.

3. Limitation of Liabilities

a. The Utility's entire liability to the Wireless 9-1-1 customer or to any other person or legal entity for interruption or failure of Wireless 9-1-1 Service shall be limited by the terms set forth in this section and in Schedule Cal P.U.C. No. A2.1.14.

b. Wireless 9-1-1 Service is provided solely for the benefit of the Wireless 9-1-1 customer; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any obligation on the part of the Utility toward, or any right of action on behalf of, any third person or other legal entity.

c. To the extent allowed by law, the Wireless 9-1-1 customer agrees to release, indemnify, defend and hold harmless the Utility from any and all loss, claims, demands, suits or other action, or any liability whatsoever, to any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Wireless 9-1-1 customer or others, caused or claimed to have been caused, directly or indirectly, by the Wireless 9-1-1 Service. (N)

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NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.1 DIAL SWITCHING SYSTEMS (Cont'd)
9.1.11 WIRELESS 9-1-1 (Cont'd) (N)
B. REGULATIONS (Cont'd)
3. Limitation of Liability (Cont'd)

d. To the extent allowed by law, the Wireless 9-1-1 customer also agrees to release, indemnify and hold harmless the Utility from any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Wireless 9-1-1 service features and the equipment associated therewith, or by any services furnished in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Wireless 9-1-1 service hereunder, and which arise out of the negligence of the Utility or the negligence or other wrongful act of the Wireless 9-1-1 customer, its users, agencies or municipalities or the employees or agents of any one of them.

e. To the extent allowed by law, the Wireless 9-1-1 customer also agrees to indemnify, defend and hold harmless the Utility from any and all claims, costs, demands, liabilities, losses, actions, lawsuits, and expenses arising from any act or omission, including but not limited to the provision of inaccurate information, out of date or improperly formatted information, equipment facilities or transmission errors, by the Wireless 9-1-1 customer, the Wireless Carrier or any third party involved, directly or indirectly, in any aspect of the Wireless 9-1-1 Service. (N)

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NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.1 DIAL SWITCHING SYSTEMS (Cont'd)
9.1.11 WIRELESS 9-1-1(Cont'd)

C. RATES AND CHARGES

	Per Call Rate	Nonrecurring Charge	USOC
1. Wireless 9-1-1 (W 9-1-1) Service			
W 9-1-1 Service with wireless switch features, ALI Server upgrades, Selective Routing (SR), SR and ALI Database upgrades, record entry, storage and processing, and Telco Map Server functionality[1]			
- Charge per call	$0.13		WL9AA
Class of Service		$ 9,250.00	WSE
Tandem to Tandem Transfer		30,230.00	SFQET

	Per Call Rate	Nonrecurring Charge	
2. VoIP 9-1-1 Service			(N)
VoIP calls utilizing Wireless switch features:			
- Charge per call	$0.13	none	(N)

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NOTE 1: In applications utilizing a third party database provider, the Utility will not assess the completeness of the received ALI record, but will simply deliver it to the PSAP.

Continued

9.2 EMERGENCY REPORTING SERVICE

9.2.1 9-1-1 EMERGENCY SERVICE (T)

A. DESCRIPTION

1. 9-1-1 Service (T)

9-1-1 emergency service is a service whereby people in need of assistance may, by dialing "9-1-1" from within the serving area, gain access to a customer designated and operated Public Safety Answering Point (PSAP). (T) (T)

9-1-1 emergency service features and network arrangements will be based upon the operating limitations of the Utility's facilities and equipment. (T)

9-1-1 emergency service is furnished to political subdivisions and municipal corporations of the State of California. The political subdivision or municipal corporation placing an order for 9-1-1 emergency service is the customer as defined in Schedule Cal.P.U.C. No. A2.1.1., Definitions. (T) (T)

2. 9-1-1 Exchange Line (T)

Definition of "direct dedicated":

a. Direct

A communication path from a 9-1-1 call originating central office to a PSAP"s serving central office on which no switching occurs. (T)

b. Dedicated

A direct communication path used exclusively for carrying 9-1-1 calls over the particular route involved. (T)

3. 9-1-1 Attendant Position (T)

Public Safety Answering Point (PSAP) - terminal equipment on which incoming 9-1-1 calls are initially answered. (T)

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Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
A. DESCRIPTION (CONT'D)

4. 8A Answer/Transfer Unit System (8A ATS)

a. The 8A ATS attendant positions utilize 18 or 30 button telephone sets as set forth in rates and charges following, with a maximum of 8 positions per system. The transfer, transfer release and hold features are located in the pick-up key field of the attendant position, which reduces the maximum number of line terminations from 18 and 30 to 15 and 27, respectively.

b. A maximum of eight two way lines can be provided per 8A ATS with no more than four of these being dial central office lines.

c. Each 8A ATS attendant position includes a handset equipped with a standard jack conforming to Part 68, Subpart F, of the FCC's Rules and Regulations that accommodates a head telephone set. A head telephone set will be customer provided. (T) | (T) z

5. 9-1-1 Features

a. Called Party Hold

A 9-1-1 connection is retained regardless of the switchhook status of the 9-1-1 calling party. The PSAP attendant remains off-hook or places the calling party on hold. This feature is a function of the 9-1-1 central office trunk circuit and is applicable only to 9-1-1 calls trunked directly from the originating central office.

b. Central Office Identification

Central Office Identification can be provided at no charge when direct 9-1-1 lines are provided. The PSAP can identify from which central office a call originated by visually identifying the direct trunk group on which the call is terminating.

c. Emergency Ringback

A PSAP attendant can ring the 9-1-1 calling party who goes on-hook after the call is answered by the attendant. This feature is limited to 9-1-1 calls trunked directly.

z Correction

Continued

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D) (T)
A. DESCRIPTION (CONT'D)
5. 9-1-1 Features (Cont'd) (T)

d. Forced Disconnect

The PSAP attendant can release the 9-1-1 connection even though the 9-1-1 calling party remains off-hook. This feature is a function of the 9-1-1 central office trunk circuit. (T) | (T)

e. Hunting

Hunting on 9-1-1 Exchange lines is provided at no charge. (T)

f. Switchhook Status

Audible and visual indications alert a PSAP attendant when the held on-hook 9-1-1 calling party has gone off-hook. This feature is limited to 9-1-1 calls trunked directly from the originating central office. (T) (T)

g. Tone Application

Gives the PSAP attendant indication of the on/off-hook status of the 9-1-1 caller. A 120 IPM tone is given if the 9-1-1 caller abandons the call before the PSAP attendant answers. A 60 IPM is given if the 9-1-1 caller goes on-hook after the PSAP attendant answers the call. No tone indicates a 9-1-1 caller who is retaining the connection but is not speaking. (T) (T) (T)

h. Call Transfer To Responding Agency

The PSAP attendant can transfer the 9-1-1 incoming calling party to another agency via a transfer to private line circuit or an individual access line. (T)

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NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
A. DESCRIPTION (CONT'D)
5. 9-1-1 Features (Cont'd)

i. 9-1-1 Automatic Call Distributor (ACD)[1,2] (N)

When placing a 9-1-1 call, incoming callers are immediately connected to the first available attendant. If an attendant is not available, a recorded announcement will be given to the caller that the call will be answered as quickly as possible. The ACD offers a Management Information Service capability that provides displays, printed reports and special programs designed to give complete statistical data for PSAP administrative and personnel management.

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NOTE 1: A customer using a 9-1-1 ACD must also install and maintain an acceptable back-up system to allow answering of emergency calls, in case of an ACD failure.
NOTE 2: The 9-1-1 ACD must be installed with a 9-1-1 ANI and ALI controller device if it is to be used in conjunction with Enhanced 9-1-1. (See Schedule A9.2.3) (N)

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.1 9-1-1 EMERGENCY SERVICE (Cont'd)

B. REGULATIONS

1. General

a. 9-1-1 service is provided by the Utility where facilities and operating conditions permit.

All calls originating from a single central office exchange will be routed to one PSAP. Where more then one PSAP is located in an exchange, and the exchange includes two or more central office locations, the PSAPs will be arranged to receive calls from distinct central offices.

b. Tie lines, private lines and other channels connecting a PSAP with responding agencies are provided at filed charges and rates for such facilities as specified in this or other appropriate tariffs.

c. When 9-1-1 is dialed no charge will be made to the calling party.

d. Where an exchange telephone service is used to report an emergency situation to a PSAP attendant over a 9-1-1 service or a seven digit telephone number terminating at the PSAP, the class, type and grade of service, primary service listing and locations of the service may be furnished by the Utility to a PSAP responding to the emergency; not withstanding other regulations shown elsewhere in those schedules which preclude the furnishing of telephone service customer information.[1,2]

e. Temporary suspension of service at the request of the customer, either partial or complete is not applicable to equipment, services or facilities furnished to provide 9-1-1 service.

f. Equipment arrangements, rearrangements and services available for use with other types of service will be furnished with a 9-1-1 Emergency System where facilities and operating conditions permit, unless otherwise specified in the tariffs. Where furnishing such arrangements and rearrangement involves costs in excess of those contemplated by filed tariffs, additional charges may be applicable, subject to prior authorization of the Public Utilities Commission of the State of California. (N)

NOTE 1: Also applicable to exchange service furnished by independent companies and Competitive Local Carriers (CLCs).
NOTE 2: Not applicable in situations where a calling party with call blocking has dialed the PSAP, unless the calling party orally discloses their telephone number to the PSAP attendant.

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.1 9-1-1 EMERGENCY SERVICE (Cont'd)
B. REGULATIONS (Cont'd)
1. General (Cont'd)

g. Service connection charges as shown in Schedule Cal.P.U.C. No. A3.1. are applicable to each 9-1-1 exchange line terminated. (L)

h. 9-1-1 Exchange Line may terminate on a standard type telephone set or other answering equipment with which it is compatible. When the 9-1-1 exchange line terminates on equipment other than the standard telephone set appropriate rates and charges for line terminations will apply. (L)

2. Terminal Equipment

a. Where Utility-provided terminal equipment is furnished, it will be provided at the rates and charges shown in this tariff or under separate contract.

b. 9-1-1 lines from the Utility central office may be furnished to terminate on authorized customer-provided terminal equipment in accordance with the provisions as set forth in Schedule Cal.P.U.C. No. A5. and A8.

3. Limitation of Liability

The Utility's liability to 9-1-1 customers and third parties utilizing the 9-1-1 service is set forth in Schedule Cal.P.U.C. No. A2.1.14.

4. Undertaking of Utility

a. Upon application by one or more political subdivisions acting as a single agency, or their certified agent, and subject to prior written approval by the State of California Department of General Services, Communications Division, the Utility will open the 9-1-1 emergency number and provide the associated equipment and facilities, for use by the general public in reporting emergencies to a PSAP.

b. The Utility does not undertake to answer and forward 9-1-1 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls with personnel on the customer's premises.

c. The Utility shall engineer the initial installation of a 9-1-1 system to meet the customer's requested communication requirements. Such engineering will be based on type and number of lines required, and other information furnished by the customer as well as engineering data used by the Utility.

(L) Formerly on Sheet 227.

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
B. REGULATIONS (CONT'D)

5. Customer Responsibility

The 9-1-1 customer will:

a. Determine sufficient services and equipment quantities to meet the customer's needs during the engineering process, prior to initial installation and in concert with the Utility.

b. Adhere to the guidelines as set forth in the current State of California 9-1-1 Systems Standards and Planning Guidelines Manual.

6. Termination of Lines

Trunk line, individual line service, or 9-1-1 exchange lines may be furnished to the Utility's local loop demarcation point or to the terminal equipment where provided by the Utility. (T) (T) (N)

Trunk line or individual line service furnished with 9-1-1 Emergency Service is provided at the charges, rates and regulations from the tariffs specific to those services. (T)

(D)
(D)

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A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
B. REGULATIONS (CONT'D)

7. Optional Features

a. Provision of optional 9-1-1 features other than forced disconnect and tone application are dependent upon the type of terminating equipment and trunking arrangements. Not all routing arrangements, features or transfer arrangements are compatible nor can they be provided in all central offices.

b. Ringback, Switchhook Status and Called Party Hold features require direct trunking of 9-1-1 exchange lines from each originating central office to the PSAP.

8. Commercial Power

Commercial power, power wiring and outlets are furnished by the customer who assumes all responsibility for the safe condition of such wiring outlets and power.

9. Basic Termination Charges

If at any time during the period following the installation of any equipment to which a basic termination charge is applicable and such equipment is disconnected as a result of a request of the customer or disconnection of the customer's telephone service in accordance with the Utility's applicable tariffs, the customer shall pay to the Utility, upon demand, the basic termination charge specified in C. following, less a credit of said charge for each month and fractional portions of a month between the date on which it was installed and the date on which it was so disconnected. For the purpose of computing basic termination charges the last equipment of the same type installed shall be considered to be the first equipment removed.

10. Limitations of Liability

In addition to the liability limitations set forth in Schedule Cal.P.U.C. No. A2.1.14, the Utility shall not be held responsible for specific address information controlled by the customer. This information includes suite, room, apartment and all private switch data. (T)

11. Confidentiality of Data (N)

Private switch data is recognized as confidential and will not be used or distributed for purposes outside the scope of 9-1-1 Emergency Service. (N)

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
B. REGULATIONS (CONT'D)

11. Demarcation Point (N)

9-1-1 Emergency Service will terminate at the Utility's local loop demarcation point except where the Utility provides the terminal equipment. Where the Utility has provided terminal equipment, its local loop demarcation point will be extended to include the Utility's terminal equipment. The Utility will maintain service to that point.

Where the Utility provides the terminal equipment for 9-1-1 Emergency Service, the Utility will be responsible for the installation and maintenance of the 9-1-1 service and its associated terminal equipment only, not for the intrabuilding network cable (INC cable).

The Utility shall be given access to available pairs within the INC cable, at no charge to the Utility, to install and maintain 9-1-1 Emergency Service to the Utility provided terminal equipment.

Where the Utility provides the terminal equipment and trouble is isolated to the INC cable, the Utility will be given access to spare pairs within the cable to maintain the 9-1-1 Emergency Service. The customers shall be responsible for repair of INC cable as set forth in Schedule Cal.P.U.C. No. A8.4. (N)

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NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES

1. 9-1-1 Exchange Line

A direct dedicated one-way incoming line terminating at the Utility's local loop demarcation point or on the Utility's terminal equipment located at the PSAP.[1] (T) (T)

a. Each 9-1-1 Exchange Line terminated routes wholly within or between Pacific Bell exchanges or district areas, all exchanges.

(1) Rates for business individual access line service or trunk line service as appropriate will apply. The monthly rate for a 9-1-1 exchange line is the rate applicable for the exchange or district area served by the 9-1-1 line.

(3003B)

	NONRECURRING CHARGE	MONTHLY RATE	USOC
Flat rate service[2]			
- Each access line	$ RR	$ RR	91M
- Each trunk	RR	RR	TGZ
Measured rate service[2]			
- Each access line	RR	RR	92K
- Each trunk	RR	RR	T99

(2) Mileage - Between Utility Exchanges or District Areas

When the 9-1-1 exchange line is provided from an exchange or district area that does not have local calling to the exchange or district area in which the PSAP is located, foreign exchange mileage rates as specified in Schedule Cal.P.U.C. No. A5.1.4 apply.

b. Routes Involving Connecting Company Exchanges.

When 9-1-1 exchange line originates in a Connecting Company's exchange and terminates on a PSAP located in a Utility Exchange, the monthly rate and nonrecurring installation charge will be composites of the involved Utility's rates and charges, including mileage.

NOTE 1: See A.2. preceding.
NOTE 2: Rates, charges and regulations as set forth in Schedule Cal.P.U.C. No. A5.2 and A5.3 apply.

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NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)

2. Optional Line Features[1]

a. Forced disconnect, tone application and called party hold

(3003A)

	INSTALLATION CHARGE	MONTHLY RATE	USOC
- Each line arranged	$ NO	$ NO	ZZY99

b. Ringback and/or Switchhook Status
(USOC - U9S)

(3002S)

	INSTALLATION CHARGE	MONTHLY RATE
(1) Central office equipment each line unit installed		
- Option A	$ 417.96 (R)	$ 5.22 (R)
- Option B	208.98 (R)	7.84 (R)

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NOTE 1: See B.7. preceding.

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NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)
2. Optional Line Features[1] (Cont'd)
b. Ringback and/or Switchhook Status (Cont'd)

(2) Station Equipment[1]

EQUIPMENT	USOC
Common Equipment	U9TCE
First Line Unit	U9TAL
Additional Line Unit	U9TSL

(3002S)

	INSTALLATION CHARGE		MONTHLY RATE	
Common Equipment, including a batteryless power supply, mounting apparatus with a capacity of 14 lines				
- Option A	$389.46	(R)	$ 3.04	(R)
- Option B	194.73		5.46	
First line unit installed on initial or subsequent installation visit				
- Option A	218.48		1.90	
- Option B	113.99		3.23	
Each additional unit installed on initial or subsequent installation visit				
- Option A	199.48		1.90	
- Option B	99.74	(R)	3.23	(R)

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NOTE 1: Not required when PSAP terminal equipment is 8A Answer/Transfer Unit.

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NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)

3. PSAP Terminal Equipment

a. 8A Answer/Transfer System (8A ATS)

(1) Common Equipment

Initial Unit[1] - USOC 98A

Provides one wall-mounted cabinet and equipment to serve up to five transferable 9-1-1 exchange lines, four two-way lines and two attendant positions.

(3003U)

	BASIC TERMINATION CHARGE	INSTALLATION CHARGE	MONTHLY RATE
Option A - Each	$ NO	$ 2184.79 (R)	$ 32.77 (R)
Option B - Each	1139.89 (R)	1044.90 (R)	51.30 (R)

Auxiliary Unit[1] - USOC 98C

Provides one wall-mounted cabinet and equipment to serve up to five incoming transferable 9-1-1 exchange lines, four two-way lines[2] and two attendant positions, maximum three units per system.

(3003U)

	BASIC TERMINATION CHARGE	INSTALLATION CHARGE	MONTHLY RATE
Option A - Each	$ NO	$ 1424.87 (R)	$ 14.25 (R)
Option B - Each	712.43 (R)	712.43 (R)	26.12 (R)

NOTE 1: Basic termination charge is reduced 1/84 for each month of service, see B.9. preceding.
NOTE 2: Maximum of eight two-way lines per system.

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)
3. PSAP Terminal Equipment (Cont'd)
a. 8A Answer/Transfer System (8A ATS) (Cont'd)

(2) Power Supply

Initial Unit - USOC 98D

One required with initial common equipment unit

(3002S)

	INSTALLATION CHARGE	MONTHLY RATE
Option A - Each	$ 94.99 (R)	$ .90 (R)
Option B - Each	47.50 (R)	1.71 (R)

Auxiliary Unit - USOC - 98G

One required for second and third units of common equipment, maximum two per system

(3002S)

	INSTALLATION CHARGE	MONTHLY RATE
Option A - Each	$ 80.74 (R)	$ .76 (R)
Option B - Each	40.85 (R)	1.42 (R)

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9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)
3. PSAP Terminal Equipment (Cont'd)
a. 8A Answer/Transfer System (8A ATS) (Cont'd)

(3) Attendant Position

Includes call transfer and emergency ringback keys, maximum of eight 18 or 30 button attendant positions per system.

Attendant Position	USOC
18 Button	91P++
30 Button	91R++

(3002S)

	INSTALLATION CHARGE	MONTHLY RATE
18-Button attendant position:		
Rotary Dial		
- Option A	$ 246.98 (R)	$ 9.97 (R)
- Option B	123.49	12.11
TouchTone		
- Option A	246.98	10.69
- Option B	123.49	12.82
30-Button attendant position:		
Rotary Dial		
- Option A	284.97	11.87
- Option B	142.49	14.25
TouchTone		
- Option A	284.97	12.82
- Option B	142.49 (R)	15.20 (R)

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NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)
3. PSAP Terminal Equipment (Cont'd)
a. 8A Answer/Transfer System (8A ATS) (Cont'd)

(4) Line Termination Unit

One required for each line terminated in common equipment

UNIT	USOC
Incoming Transferable 9-1-1 Exchange Line	98H
Transfer to private line	98J
Transfer to business individual access line	98O

(3002S)

	INSTALLATION CHARGE	MONTHLY RATE
Incoming Transferable 9-1-1 exchange line		
- Option A	$ 52.25 (R)	$ 1.42 (R)
- Option B	24.70	1.90
Transfer to private line		
- Option A	142.49	1.90
- Option B	71.24	3.04
Transfer to business individual access line		
- Option A	123.49	2.28
- Option B	61.74 (R)	3.32 (R)

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)
3. PSAP Terminal Equipment (Cont'd)
a. 8A Answer/Transfer System (8A ATS) (Cont'd)

(5) Call Transfer Feature

Switching equipment required to connect 9-1-1 exchange lines to two-way lines:

Equipment	USOC
Initial Unit	98V
Additional Unit	98W

(3002S)

	INSTALLATION CHARGE	MONTHLY RATE
Initial Unit		
Facilities for the first four two-way lines, per common equipment unit:		
- Option A	$ 161.48 (R)	$ 1.90 (R)
- Option B	80.74	3.23
Additional Unit		
Facilities for the fifth to eighth two-way lines, per common equipment unit:		
- Option A	161.48	1.90
- Option B	80.74 (R)	3.23 (R)

(6) Switchhook Status

One required for each 9-1-1 exchange line arranged for switchhook status. (USOC 91Z)

(3002S)

	INSTALLATION CHARGE	MONTHLY RATE
- Option A	$ 66.49 (R)	$ .90 (R)
- Option B	34.20 (R)	1.42 (R)

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A9. CENTRAL OFFICE SERVICE

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A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D) (T)
C. RATES AND CHARGES (CONT'D)
3. PSAP Terminal Equipment (Cont'd)
A. 8A ANSWER/TRANSFER SYSTEM (8A ATS) (CONT'D)

	INSTALLATION CHARGE	MONTHLY RATE
(7) Emergency Power (optional)		
One per common equipment unit one through three, maximum of three per system. (USOC - 98R) (3002S)		
Each		
- Option A	$150.00	$27.00
- Option B	75.00	28.50

b. 9-1-1 Automatic Call Distributor (3004A) (N)

	BASIC TERMINATION CHARGE			USOC
(1) Initial Common Equipment[1]				
Equipment required for a maximum capacity of 224 ports (combination of trunks and positions). Agent positions over 31 require the Supplemental System Software (USOCs EACDB and EACDC).	$61000.00	35000.00	2700.00	EACDA
(2) Supplemental Software 32-70 Positions				
Additional Software required to provide 32 to 70 agent positions.	1732.00	130.00		EACDB

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NOTE 1: Basic termination charge is reduced 1/60th for each month of service, see B.9 preceding. (N)

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9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)
3. PSAP Terminal Equipment (Cont'd)
b. 9-1-1 Automatic Call Distributor (Cont'd)
(3003A)

	INSTALLATION CHARGE	MONTHLY RATE	USOC	
(3) Supplemental Software 71-150 Positions				
Additional Software required to provide 71-150 agent positions.	$1732.00	$130.00	EACDC	
(4) Station Card				
Station circuit card for up to 8 positions. Includes required cables and connectors.	460.00	38.00	EACDD	
(5) Agent Position - Desk Top				
ACD answering equipment per position. Uses the Type IV Agent position for desk top applications.	297.00	22.00	EACDE	
(6) Agent Position - Flush Mount				
ACD answering equipment per position. Uses the Type II Agent position for flush mounted applications.	373.00	29.00	EACDF	
(7) Trunk Card - Ground or Loop Start				
Trunk Circuit Card to accommodate up to 8 ground start or loop trunks.	427.00	37.00	EACDH	
(8) Trunk - DID				
Trunk Circuit Card to accommodate up to 8 DID trunks.	577.00	49.00	EACDI	(N)

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE (N)

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)
3. PSAP Terminal Equipment (Cont'd)
b. 9-1-1 Automatic Call Distributor (Cont'd)
(3003A)

	INSTALLATION CHARGE	MONTHLY RATE	USOC
(9) Trunk Card - Tie Line			
Trunk circuit cards to accommodate up to 6 E&M Tie Lines.	$390.00	$34.00	EACDJ
(10) Additional Supervisor CRT			
For each additional Supervisor's CRT required after the initial Supervisor's CRT, up to a total of 16 CRTs. (The SR1000 has the capacity for a combined maximum of 32 CRTs and printers).	528.00	60.00	EACDK
(11) Recorded Announcement Equipment			
Equipment for up to 3 announcements. (Equipment for more than 3 announcements requires 1 station port per announcement and must be mounted externally to the SR1000 cabinet.)	635.00	53.00	EACDL
(12) External Alert Common Equipment			
Equipment required to drive up to 32 external alerts (lamps, etc.)	310.00	28.00	EACDM (N)

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A9. CENTRAL OFFICE SERVICE (N)

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9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)
3. PSAP Terminal Equipment (Cont'd)
b. 9-1-1 Automatic Call Distributor (Cont'd)
(3003A)

	INSTALLATION CHARGE	MONTHLY RATE	USOC
(13) Power Failure Transfer Common Equipment Equipment required to effect a transfer of seven digit telephone numbers to a station in the event of a power failure. Provides capacity for up to 12 Power Failure Transfer circuit cards (USOC EACDG) or 144 seven digit lines.	$269.00	$26.00	EACDN
(14) Power Failure Transfer Card Circuit card provides capacity for up to 12 seven digit lines to be transferred to a station in the event of a power failure. (Requires USOC EACDN).	205.00	18.00	EACDG
(15) Forecasting Software Package Provides end user capability to forecast and anticipate grade of service, number of trunks, number of agents, percentage of blockage, and average time of queue when blocked.	390.00	37.00	EACDO (N)

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE (N)

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.1 9-1-1 EMERGENCY SERVICE (CONT'D)
C. RATES AND CHARGES (CONT'D)
3. PSAP Terminal Equipment (Cont'd)
c. Telecommunications Device for the Deaf (TDD) Detection Device (3003A)

	INSTALLATION CHARGE	MONTHLY RATE	USOC	
(1) TDD Detection Device				
Monitors a telephone line for baudot tones, provides a voice notification to the called party that a TDD is calling and sends an acknowledgement in baudot format to the calling party that the call has been received.	$100.00	$16.50	E9TDD	(N)

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A9. CENTRAL OFFICES SERVICES

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9.2 EMERGENCY REPORTING SERVICE (CONT'D)

9.2.2 CONCENTRATOR-IDENTIFIER SYSTEM

A. DESCRIPTION

Concentrator-Identifier equipment is offered for use with nonmultiple cord and push button type switchboards and will be furnished for the purpose of emergency reporting arrangements within the exchange (or district area of an exchange divided into district areas) designated by the customer to be served by the Concentrator.

B. REGULATIONS

1. Equipment

a. Equipment will be provided subject to:

(1) The limitations of the Concentrator-Identifier equipment.

(2) The ability of the Utility to obtain the necessary equipment.

(3) Transmission limitations.

b. The Identifier unit of the system will be located on the same premises as the associated nonmultiple cord and push button switchboard.

The Concentrator will be located:

(1) In a central office building normally serving stations that are provided for emergency reporting purposes in an exchange designated by the customer or

(2) In the case of an exchange divided into district areas, in a central office building normally serving stations that are provided for emergency reporting purposes in a district area designated by the customer other than the district area in which the identifier unit is located.

2. Lines

a. A Concentrator-Identifier line connects a Concentrator to an Identifier.

b. Each Concentrator-Identifier line requires line equipment at both the Concentrator and Identifier, at rates and charges shown in C. following.

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICES SERVICES

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.2 CONCENTRATOR-IDENTIFIER SYSTEM (CONT'D)
B. REGULATIONS (CONT'D)

3. Stations

a. Stations may be installed for public use on streets or highways, in buildings or elsewhere for emergency reporting purposes.

b. For the purposes of measuring mileage, the "Concentrator" shall be considered equivalent to a "PBX switchboard" as shown in Schedule Cal.P.U.C. No. A10.2.

4. Responsibility of Customer

The customer, to service furnished in this schedule, releases, indemnifies and holds harmless the Utility from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons or for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment.

5. Basic Termination Charges

If, at any time during the five-year period following the installation of the Concentrator equipment, such equipment is permanently disconnected as a result of a request of the customer or disconnection of the customer's telephone service in accordance with Utility's applicable tariffs, the customer shall pay to Utility, upon demand, the basic termination charge specified in C. following, less a credit of one-sixtieth (1/60) of said charge for each full month between the date on which said equipment was installed and the date on which it was so disconnected. For the purpose of computing basic termination charges, the last equipment installed shall be considered to be the first equipment removed.

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.2 CONCENTRATOR - IDENTIFIER SYSTEM (Cont'd)

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C. RATES AND CHARGES

1. Concentrator[1]

	Basic Termination Charge	Installation Charge	Monthly Rate	Usoc
- Basic Equipment: Includes test frame with capacity for 400 station lines, controller frame with capacity for 200 station lines and 20 Concentrator-Identifier lines, and line and switch frame with capacity for 80 station lines; equipped for 20 station lines and 2 Concentrator-Identifier lines	$ 14676.11 (R)	$ 16877.53 (R)	$ 750.43 (R)	PMJ
- Additional Controller Frame: Capacity 200 station lines and 20 Concentrator-Identifier lines, equipped for 2 Concentrator-Identifier lines	4417.08	5079.64	223.23	
- Additional Line and Switch Frame: Capacity 80 station lines, equipped for 20 station lines	2137.30	2457.89	109.24	
- Equipment for each additional 20 station lines	1424.87 (R)	1638.59	78.84	
- Equipment for each additional Concentrator-Identifier line	NO	327.72 (R)	14.49 (R)	

NOTE 1: See B.5. preceding.

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.2 CONCENTRATOR - IDENTIFIER SYSTEM (Cont'd)
C. RATES AND CHARGES (Cont'd)
D.

2. Identifier[1]

	Basic Termination Charge	Installation Charge	Monthly Rate	Usoc
- Basic Equipment: Trunk frame with capacity for 16 Concentrator-Identifier lines, equipped for 2 Concentrator-Identifier lines	$4702.05 (R)	$5407.36 (R)	$199.48 (R)	PH6
- Additional Trunk Frame: Capacity for 16 Concentrator-Identifier lines, equipped for 2 Concentrator-Identifier lines	698.18 (R)	802.91	28.02	TW8
- Equipment for each additional Concentrator-Identifier line	NO	196.63 (R)	6.41 (R)	TJ3

3. Mileage Rates

	MONTHLY RATE
- Each Concentrator-Identifier line between a Concentrator and associated Identifier[2]	$ RR
- Each station line terminated in a Concentrator[3]	RR

NOTE 1: See B.5. preceding.
NOTE 2: Rate applicable to Special Access Voice Grade Channels (VG32) as shown in Schedule Cal.P.U.C. No. 175-T, Section 7.5.3,(A) and (B). Also see A.2. preceding.
NOTE 3: Rate applicable to private branch exchange station lines as shown in Schedule Cal.P.U.C. No. A10.2. Also see B.3. preceding.

Continued

9.2 EMERGENCY REPORTING SERVICE (CONT'D)

9.2.3. ENHANCED 9-1-1 (E9-1-1)

A. DESCRIPTION

1. E9-1-1 Service

9-1-1 is a single three digit telephone number which connects the calling party with a Public Safety Answering Point (PSAP) where any kind of emergency response can be obtained. E9-1-1 is the most sophisticated of the 9-1-1 systems. It provides Selective Routing (SR) which routes the 9-1-1 call to the proper jurisdiction regardless of PSAP and central office boundary mismatches, Automatic Number Identification (ANI) and Automatic Location Identification (ALI), the calling party's address.

2. Definition of Terms

Additional E9-1-1 Exchange Line: Additional terminating line at a PSAP that may be ordered by the customer as an optional feature.

ANI Call Logging Printer: Prints the ANI information for each 9-1-1 call. Includes telephone number (ANI), Attendant and trunk numbers, the time of call seizure, answer, transfer, and disconnect.

Automatic Location Identification (ALI): A feature by which the listed (T)
name and address associated with the calling party's telephone number (T)
(identified by ANI as defined below and stored in Utility's customer records) is forwarded to the PSAP for display. Additional telephones with the same number (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI): A feature by which the calling party's ANI telephone number is forwarded to the Enhanced 9-1-1 (E9-1-1) Control Office and displayed on E9-1-1 Display and Transfer Units at PSAPs equipped with such Units.

Data Management System (DMS): A system of manual procedures and computer programs used to create, store and update the data required to provide the Selective Routing (SR) and ALI features.

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.3 ENHANCED 9-1-1 (E9-1-1) (Cont'd)
A. DESCRIPTION (Cont'd)
2. Definition of Terms (Cont'd)

E9-1-1 Display and Transfer Unit: A selector console and associated common equipment for displaying ANI numbers at the PSAP attendant position and used by the attendant to activate Fixed and/or Selective Transfer functions.

E9-1-1 End Office Trunk: Provides connection of a local telephone company end office to a E9-1-1 control office.

E9-1-1 Exchange Line: A one-way incoming line installed at the Utility's local loop demarcation point terminating at a PSAP. (Outgoing calls can be made on a transfer basis only.)

E9-1-1 Mileage: Airline distance per mile between the E9-1-1 Control Office and the local serving central office for the PSAP or between the end office and the E9-1-1 Control Office.

E9-1-1 SS7 End Office Trunk: Provides connection of a local telephone company end office (or wireless switch office for wireless 9-1-1) to a E9-1-1 control office using SS7 (SUP) signaling.

9-1-1 Tandem to 9-1-1 Tandem Transfer: The ability to transfer a 9-1-1 call from a PSAP served by one Utility 9-1-1 Selective Router (a.k.a. Tandem) to a PSAP served by a different Utility 9-1-1 Selective Router. This service is available only when the customer also purchases the Utility's Wireless 9-1-1 Tandem to 9-1-1 Tandem Transfer service for a Phase II wireless network. The rates and charges associated with the Utility's Wireless 9-1-1 Tandem to 9-1-1 Tandem Transfer service will apply. (N)

End Office: The Central Office(s) in the E9-1-1 System which service calling parties originating 9-1-1 calls.

Enhanced 9-1-1 Service Area: The geographic area in which the customer will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

Enhanced 9-1-1 (E9-1-1) Control Office: The office providing tandem switching capability for E9-1-1 calls. It controls switching of ANI information to the PSAP and also provides the SR (Selective Routing) feature, standard central office Speed Calling features, call transfer capability and certain maintenance functions for each PSAP.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.3 ENHANCED 9-1-1 (E9-1-1) (Cont'd)
A. DESCRIPTION (Cont'd)
2. Definition of Terms (Cont'd)

High Speed Digital ALI (Automatic Location Identification) Retrieval Feature: High Speed Digital ALI Retrieval is a feature of the Utility's ALI Database, and therefore, provided when the customer orders or subscribes to the ALI database service. This feature provides for the routing of ANI(Automatic Number Identification) from specific Public Safety Answering Points (PSAPs) to the Utility's ALI Database to obtain the appropriate caller location information. The Utility will provide the necessary Network Terminating Equipment (NTE), to be placed at the customer's premises as part of the High Speed Digital ALI Feature. The Utility's NTE, is installed by the Utility on the customer's premise and shall remain the property of the Utility.[1] (N)

Public Safety Answering Point (PSAP): An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer all calls first; Secondary PSAPs receive calls on a transfer basis only. (L)

Selective Routing (SR): A feature that routes an E9-1-1 call from an E9-1-1 Control Office to the designated primary PSAP based upon the identified number of the calling party.

Serving Central Office: The local Central Office from which a PSAP, either Primary or Secondary, is served. (L)

NOTE 1: A 56K Frame Relay circuit is required to terminate at the customer's location (PSAP). The customer is also required to have a dedicated analog phone line to enable access to the Modem Pools at the Utility's secured External Network Access Facilities (ENAF's) in case of network failure. Demarcation of the circuits must be within 5 feet of the Utility's provided equipment. The Utility will be responsible to connect the Utility's provided equipment at the circuit Demarcation. Customers will be required to purchase the needed Frame Relay circuit(s) from the Utility or another vendor of their choice. (N)

(L) Material formerly located on Sheet 243.2.

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.3 ENHANCED 9-1-1 (E9-1-1) (Cont'd)
A. DESCRIPTION (Cont'd)

3. Available Service Arrangements

a. Automatic Number Identification (ANI), and Automatic Location Identification (ALI).

b. Automatic Number Identification (ANI), Automatic Location Identification (ALI), and Selective Routing (SR).

4. Customer Premise Equipment

a. E9-1-1 Customer Premise Equipment (CPE) is designed for use with key telephone systems (KTS) and Automatic Call Distributor (ACD) systems. The equipment provided includes ANI display and transfer equipment. ALI equipment is provided for retrieval of the calling party's address and its display on E9-1-1 ALI Display units located at PSAP attendant positions.

5. Standard Features

a. Forced Disconnect: A function of the E9-1-1 Control Office trunk circuit which enables the PSAP attendant to release a connection on 9-1-1 calls even though the calling party has not hung up. This feature prevents the jamming of the E9-1-1 exchange lines.

b. Default Routing (DR): A feature activated when an incoming E9-1-1 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E9-1-1 Control Office to a customer designated default PSAP. Each incoming E9-1-1 facility group to the Control Office is assigned to a designated default PSAP. Customer-provided Farmer Line multi-party service, will be default routed.

Material omitted now located on Sheet 243.2.

Continued

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A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.3 ENHANCED 9-1-1 (E9-1-1) (Cont'd)
A. DESCRIPTION (Cont'd)

6. Definition of Terms - Transfer (N)

a. Fixed Transfer: Fixed Transfer enables a PSAP attendant to transfer an incoming 9-1-1 call to another designated PSAP by depressing a single button on the E9-1-1 Display and Transfer Unit.

b. Selective Transfer: Selective Transfer enables any PSAP attendant to transfer an incoming 9-1-1 call to the proper response PSAP by depressing a single button labeled with the type of agency, e.g., "fire", on the E9-1-1 Display and Transfer Unit.

c. Manual Transfer: Manual Transfer enables the PSAP attendant to transfer an incoming 9-1-1 call by depressing the switchhook of the associated telephone or the "add" button on the E9-1-1 Display and Transfer Unit (if provided) and dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code.

7. Optional Features

a. ALI Printer: A printer that prints the ALI information for all 9-1-1 calls received at a PSAP.

b. ALI Print-on-Demand: A feature that allows the PSAP attendant to print the ALI information for selected 9-1-1 calls only. Requires an ALI printer.

c. Alternate Routing[1] A feature which allows E9-1-1 calls to be routed to a customer designated alternate location in the event the primary PSAP is forced to close.

d. Answer Only Attendant Position: A feature that allows PSAP attendant positions to answer 9-1-1 calls without ANI or ALI displays.

e. Computer Aided Dispatch (CAD) Interface: A feature that allows the sending of ALI information to a customer owned CAD system.

f. Night Service[1] A feature which allows E9-1-1 calls to be routed to a customer designated alternate location if the primary PSAP closes down for a period of time.

NOTE 1: A toggle switch (USOC: 5MU) is required in addition to the charges for this service arrangement found in Schedule Cal.P.U.C. Nos. A10. and 175-T, Section 7.

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.3. ENHANCED 9-1-1 (E9-1-1) (Cont'd)

B. REGULATIONS
1. General

a. E9-1-1 exchange lines are arranged for incoming service only. Outgoing calls can only be made on a transfer basis.
b. ANI or ALI information will not be displayed on calls received from customer-provided multi-party Farmer Line Service.
c. 9-1-1 calls from PBX and Centrex on-premises and off-premises stations, and other services with off-premises locations, will be forwarded to the PSAP serving the pilot number location of the PBX, Centrex and other off-premises services. ANI and ALI information received from such off-premises stations may not be the actual telephone number and address for those off-premises stations. (T) (D)
d. Charges for local and/or toll messages transferred over exchange facilities will be billed according to rates applicable from the E9-1-1 Control Office serving the PSAP originating the transfer.
e. Features and network arrangements will be based upon the operat ing limitations of Pacific's facilities and equipment.
f. If customer-provided terminal equipment is used, it will be subject to terms and conditions set forth in Schedules Cal.P.U.C. No. A5.2 and A8.1.
g. Any terminal equipment used by customer in conjunction with E9-1-1 service, whether such equipment is provided by Pacific or customer, shall be configured so that it is unable to extract any information from the Data Management System other than information relating to a number identified through the ANI capability as the source of an in-progress call.
h. The rates charged for E9-1-1 service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the E9-1-1 service, and the Utility does not undertake such responsibility.
i. Customer must be a "public agency" as defined in Section 53100 of the Warren 9-1-1 Emergency Assistance Act.

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.3. ENHANCED 9-1-1 (E9-1-1)" (Cont'd)
B. REGULATIONS (Cont'd)
1. General (Cont'd)

j. The Utility's liability to E9-1-1 customers and third parties utilizing the E9-1-1 service is set forth in Schedule Cal.P.U.C. No. A2.1.14. (N)

2. Customer Responsibilities

a. The customer must adhere to the guidelines as set forth in the State of California 9-1-1 Guidelines Manual.

b. The customer must arrange to have all 9-1-1 calls answered 24 hours a day, 7 days a week.

c. The customer must subscribe to local exchange service at each PSAP location for emergency use by any person who does not want his/her telephone number and/or address displayed, for use by telephone company operators in transferring emergency calls, for administrative purposes, and for placing and receiving non-emergency calls.

d. The customer must make such operational tests as in the judgment of the customer are required to determine whether the E9-1-1 system is functioning properly for its use. Customer shall promptly notify Pacific in the event that the system is not functioning properly.

e. The customer is responsible to supply the County Coordinator with all appropriate information required to define their jurisdictional boundaries for creation of the Master Street Address Guide (MSAG). The customer and the County Coordinator shall be responsible to resolve boundary discrepancies and to keep the MSAG current for the life of the system.

Continued

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.3. ENHANCED 9-1-1 (E9-1-1) (CONT'D)
B. REGULATIONS (CONT'D)
2. Customer Responsibilities (Cont'd)

f. The County Coordinator must identify PSAP locations as well as the unique combinations of police, fire, emergency medical and any other appropriate agencies responsible for providing emergency service in the E9-1-1 serving area. An Emergency Service Number (ESN) will be provided by the Utility for each unique combination. The County Coordinator will associate such ESN's with street address ranges or other routing criteria in the E9-1-1 serving area on forms supplied by the Utility for all agencies that are part of the system. Such ESNs will be carried in the Data Management System (DMS) to permit routing of 9-1-1 calls to the primary and secondary PSAPs responsible for handling calls from each telephone in the E9-1-1 serving area. The following terms define the County Coordinator's responsibility in providing this information:

(1) After establishment of the E9-1-1 service, it is the County Coordinator's responsibility to continue to verify the accuracy of the routing information contained in the Master Street Address Guide (MSAG) and to advise the Utility of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other approximate agencies' jurisdiction over any address, annexations and other changes in local jurisdictional boundaries, incorporation of new cities or any other matter that will affect the routing of E9-1-1 calls to the proper PSAP for all Agencies that are part of the system.

Note: The Utility will provide to the County Coordinator at no charge annually on request a complete copy of the MSAG to permit the County Coordinator to verify accuracy of police, fire, and emergency medical PSAP routing designations.

(2) Changes, deletions, and additions which the County Coordinator desires to have made in the MSAG should be submitted to Pacific on an "as occurred" basis. Pacific in turn will furnish the County Coordinator a copy of each change, deletion, and addition for verification.

(3) The County Coordinator is responsible for acting as the single point of contact with Pacific in defining the MSAG and for being the interface between Pacific and all other agencies that are part of the system. (N)

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICES SERVICES

9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.3. ENHANCED 9-1-1 (E9-1-1) (CONT'D)
B. REGULATIONS (CONT'D)
2. Customer Responsibilities (Cont'd)

g. Customers shall notify the Utility when they reterminate service that is on their side of the local loop demarcation point to another part of a building or to another building on continuous property. (N)

Once notified, the Utility will update the customer's 9-1-1 address identification records. Charges as set forth in Schedule Cal.P.U.C. No. A3.1.6.q. shall apply.

3. Demarcation Point

9-1-1 Emergency Service will terminate at the Utility's local loop demarcation point except where the Utility provides the terminal equipment. Where the Utility has provided terminal equipment, its local loop demarcation point will be extended to include the Utility's terminal equipment. The Utility will maintain service to that point.

Where the Utility provides the terminal equipment for 9-1-1 Emergency Service, the Utility will be responsible for the installation and maintenance of the 9-1-1 service and its terminal equipment only, not for the intrabuilding network cable (INC cable).

The Utility shall be given access to available pairs within the INC cable, at no charge to the Utility, to install and maintain 9-1-1 Emergency Service to the Utility provided terminal equipment.

Where the Utility provides the terminal equipment and trouble is isolated to the INC cable, the Utility will be given access to spare pairs within the cable to maintain the 9-1-1 Emergency Service. The customers shall be responsible for repair of INC cable as set forth in Schedule Cal.P.U.C. No. A8.4. (N)

Continued

NETWORK AND EXCHANGE SERVICES
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9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.3. ENHANCED 9-1-1 (E9-1-1) (CONT'D)

C. RATES AND CHARGES

1. Messages

a. The calling party is not charged for calls placed to 9-1-1.

b. Charges for local and/or toll messages transferred over exchange facilities will be billed according to rates applicable from the E9-1-1 Control Office serving the PSAP originating the transfer.

2. Service Arrangements

	Installation Charge	Monthly Rate	USOC	
a. Automatic Number Identification with Automatic Location Identification per 1000 stations served[1]	$ 1926.00	$ 99.00	9ESD1	
b. Selective Routing Automatic Number Identification[1]	NO (R)	15.00 (R)	9ESE1	(T) (D)
c. E9-1-1 Data Accuracy Review for Emergency (D.A.R.E) Features: E9-1-1 Database compare and query Per loop stations served[1]	NO	24.00	E9M11	

NOTE 1: For each USOC Item 9ESD1, 9ESE1, E9M11, the quantity is rounded to the nearest 1000 stations served by the system. Every month, station quantities will be adjusted for purposes of updating the customer's monthly billing. No additional installation charges will be applied to the updated amounts.

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.3 ENHANCED 9-1-1 (E9-1-1) (Cont'd)
C. RATES AND CHARGES (Cont'd)

3. Network Components

	NONRECURRING CHARGE	INSTALLATION CHARGE	MONTHLY RATE	USOC	
a. E9-1-1 Exchange Line[1]		$784.00	$78.00	ZZYAN	
b. E9-1-1 End Office Trunk[2] (Manual Ordering)		741.00	26.00	E91ET	
E9-1-1 End Office Trunk[2] (Mechanized Ordering)		741.00	26.00	TK911	
E9-1-1 End Office Trunk (Conversion to SS7 trunk)					
- First Trunk	$461.84	NO	NO	E9MYX	
- Each additional Trunk	95.68	NO	NO	E9MYY	
c. E9-1-1 Mileage		NO	2.00	E91TP	
d. E9-1-1 ALI Data Circuits[3]					(D)
e. High Speed Digital ALI	NO	NO	NO		(N)
Terminating equipment[4]					(N)

NOTE 1: The number of lines required to a PSAP will be determined by Pacific based upon expected call volumes, engineered to P01 grade of service. The customer may subscribe to additional (optional) E9-1-1 exchange lines.
NOTE 2: The standard provisioning interval for E9-1-1 End Office Trunks is Thirty (30) business days.
NOTE 3: Charges for this service arrangement are found in Schedule Cal.P.U.C. No. 175-T, Section 7.5.3, Special Access Voice Grade Channels (VG36).
NOTE 4: High Speed Digital ALI requires Frame Relay 56 Kbps circuit(s). (N)

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9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.3. ENHANCED 9-1-1 (E9-1-1) (CONT'D)
C. RATES AND CHARGES (CONT'D)

	INSTALLATION CHARGE	MONTHLY RATE	USOC	
4. Customer Premise Equipment				(L)
a. E9-1-1 ANI Common Equipment. Initial common equipment required for ANI service. Equipped for four (4) E9-1-1 Exchange Lines.	3941.00	$749.00	E91PN	
b. E9-1-1 ALI Common Equipment. Initial common equipment required for ALI service.	3066.00	262.00	E91PL	
c. E9-1-1 Display and Transfer Unit.	938.00	77.00	E91PD	(L)

(L) Formerly on Sheet 243.9.

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9.2 EMERGENCY REPORTING SERVICE (CONT'D)
9.2.3. ENHANCED 9-1-1 (E9-1-1) (CONT'D)
C. RATES AND CHARGES (CONT'D)
4. Customer Premise Equipment (Cont'd)
(3003A)

	INSTALLATION CHARGE	MONTHLY RATE	USOC
d. E9-1-1 ALI Display Unit.			
- Pedastal Mount	307.00	43.00	9LDA1
- Flush Mounted (5 1/4" X 19" Plate)	307.00	43.00	9LDA2
e. E9-1-1 Trunk Equipment. Required for each additional four (4) E9-1-1 Exchange Lines.	523.00	46.00	E91PT
f. Answer Only Attendant Position Required for E9-1-1 answering positions without ANI or ALI	234.00	16.00	9NCC1
g. E9-1-1 ANI Printer			
- friction feed	550.00	55.00	E91NF
- sprocket feed	550.00	55.00	E91NS
h. E9-1-1 ALI Printer			
- friction feed	550.00	55.00	E91LF
- sprocket feed	550.00	55.00	E91LS
i. Model 43 RO Teleprinter[1]			
- friction feed	NO	33.00	43LYF
- sprocket feed	NO	33.00	43LYS
j. 202T Data Set			
Two required per ALI Circuit			
- individually housed	343.00	23.00	18L28
- rack mounted	343.00	23.00	1M828
k. Alternate Answering Service (Night Service)[3]			
Toggle Switch is required for activation of alternate answering service.			
- Toggle Switch	16.00	NO	5MU

Note 1: Model 43 RO Teleprinter is Grandfathered equipment. No new units will be installed.

(N)

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NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (Cont'd)

9.2.4. 9-1-1 OTHER SERVICES

A. DESCRIPTION

1. Private Switch Automatic Location Identification (PS/ALI) (T)

   Private Switch Automatic Location Identification (PS/ALI) is a service offering which allows a Public Safety Answering Point (PSAP) to receive either (1) Automatic Number Identification (ANI) or (2) a combination of ANI and Automatic Location Identification (ALI) information on 9-1-1 calls originating from Direct Inward Dialing (DID) stations served by a private switch. (T)

2. The Private Switch Providers referred to in this tariff might include such organizations as: schools, nursing homes, hospitals, planned communities, shared tenant service (STS) providers, and residential multi-tenant service (RMTS) providers. (N)

3. The ANI-only option is available if the 9-1-1 customer's system is equipped with the ANI feature and if the private switch is equipped to send properly formatted ANI information to the Local Exchange Carrier (LEC) on 9-1-1 calls.

4. The option which provides ANI and ALI is available if (1) the Private Switch Provider (PSP) arranges to provide and update number, name, and location information for each DID station served by the private switch in the format required for the LEC's data base; (2) the private switch sends ANI to the LEC on 9-1-1 calls; and (3) the PSAP is equipped to provide 9-1-1 service with the ALI feature.

5. PS/ALI Trunk service requires a minimum of two (2) operator service-type TSPS, 2-wire trunks to terminate incoming E9-1-1 calls. These trunks are required between the private switch and the E9-1-1 Control Office.

6. The PS/ALI customer must be either:

   a. An E9-1-1 or D9-1-1 customer as described in Section 9.2.4.A.2 of this tariff, or

   b. A Private Switch Provider authorized by the 9-1-1 customer to subscribe to PS/ALI Service within the 9-1-1 customer's serving area. (N)

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Material omitted now on Sheet 243.12.2.

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.4. 9-1-1 OTHER SERVICES (Cont'd)

B. DEFINITION OF TERMS (T)

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(D)

ADMINISTRATIVE SITE (N)

A location responsible for administration of private switch end user records associated with one or more private switches. This location has the computer hardware and software necessary to create and transmit private switch end user (PSEU) information to the LEC data base.

AUTOMATIC LOCATION IDENTIFICATION (ALI)

A feature by which the name and address associated with the calling party's telephone number (identified by the ANI feature) are forwarded to the PSAP for display.

AUTOMATIC NUMBER IDENTIFICATION (ANI)

A feature by which the calling party's telephone number is forwarded to the PSAP for display.

CENTRAL OFFICE

A Utility switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CONTROL OFFICE

The Utility central office providing tandem switching capabilities for 9-1-1 service calls from all end offices. It controls the switching of ANI information to a PSAP and also provides the Selective Routing service featured, Speed Calling features, Call Transfer services and certain maintenance functions for each PSAP. (N)

Material omitted now on Sheets 243.12.3, 243.12.4 and 243.12.6.

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.4. 9-1-1 OTHER SERVICES (Cont'd)
B. DEFINITION OF TERMS (Cont'd)

DATA BASE (N)

A system of manual procedures and computer programs used to create, store, and update the data required to provide the Selective Routing (SR) and ALI features.

INTRAEXCHANGE FACILITIES

The facilities used to connect a private switch to a Control Office or a PSAP located within the same exchange area.

INTEREXCHANGE FACILITIES

The facilities used to connect a private switch to a Control Office or a PSAP located in a different exchange area.

9-1-1 CUSTOMER

The local governmental agency, or its authorized agent, that is legally authorized to subscribe to 9-1-1 service.

PRIVATE SWITCH (PS)

A switch, such as a Private Branch Exchange (PBX), that provides wireline basic telephone service, but is not owned and operated by a Utility.

PRIVATE SWITCH END USER (PSEU)

An individual or organization authorized to use the telephone services provided by the private switch.

PRIVATE SWITCH PROVIDER (PSP)

A private entity that provides telephone service to a group of residential or business end users served by the provider's private switch (e.g., Private Branch Exchange).

PUBLIC SAFETY ANSWERING POINT (PSAP)

The location where 9-1-1 calls are answered.

RECORD

A telephone number and the 9-1-1 data base information associated with that number. (N)

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.4. 9-1-1 OTHER SERVICES (Cont'd)

C. TECHNICAL SPECIFICATIONS (T) (L)

1. Network interface requirements for E9-1-1 Trunks for PS/ALI customer access are described in detail in the Generic Digital Switch Requirements in Support of Enhanced 9-1-1 (PUB LO780025-PB). A copy of the requirements can be obtained from the Pacific Bell Data Integrity Unit.

2. Customers must order a minimum of two trunks for each PBX equipped.

3. A separate E9-1-1 PBX trunk group is required for each Numbering Plan Area (NPA) served by a PBX customer. (T) (L)

D. REGULATIONS (N)

1. Application for Service

Requests for this service: (1) can only be initiated by a 9-1-1 customer or a PSP; (2) must be provided to the Utility in writing; and (3) must identify service locations and arrangements.

2. Customer Obligations

a. The PSP must provide the full seven-digit Automatic Number Identification (ANI) according to the technical specifications established by the Utility. The private switch number information must be approved by the Utility prior to implementation to ensure that the service will function properly.

PS/ALI Service will not function properly if ANI is not in the proper format, if duplicate telephone numbers exist at the private switch, or if any telephone numbers assigned by the PSP are inconsistent with the Utility's numbering plan.

b. The PSP will create, maintain, and forward to the Utility current telephone number and address data according to the format and procedures specified by the Utility.

c. The PSP must develop and implement procedures to prevent the unauthorized or illegal use of PS/ALI Service facilities. These dedicated facilities may not be used for any purpose other than for 9-1-1 service. (N)

(L) Formerly on Sheet 243.11.

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.4. 9-1-1 OTHER SERVICES (Cont'd)
D. REGULATIONS (Cont'd) (N)
2. Customer Obligations (Cont'd)

d. The PSP must use computer hardware and software for ongoing Private Switch End User (PSEU) record update programs and processes, that conform to the specifications outlined by the Utility in the Training and Reference Guide.

e. PS/ALI Service information consisting of the name, address and telephone number of PSEUs is confidential. The 9-1-1 customer agrees to use such information only for the purpose of responding to emergency calls.

f. The PSEU forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, the address and name associated with the originating station location are furnished to the PSAP and to the Utility. The PSEU (published and non-published) consents to the storage and retention of PSEU name, telephone number, and address in the data base and also consents to access to this information by the PSAP for the sole purpose of responding to an emergency call.

g. Cancellation of the service in whole or in part by the 9-1-1 customer prior to establishment thereof, will require payment to the Utility of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the Utility up to the time of cancellation resulting from the 9-1-1 customer's order for service, but not to exceed the total nonrecurring charges. (N)

h. Temporary suspension of service at the request of the customer, either partial or complete, is not applicable. (T) (L) (L)

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Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.4. 9-1-1 OTHER SERVICES (Cont'd)
D. REGULATIONS (Cont'd)

3. Limitation Of Liability (T) (L)

a. PS/ALI service is provided solely for the benefit of the customer operating the PSAP. The provision of PS/ALI Service by the Utility shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Utility obligation toward any third person or legal entity other than the customer. (N)

b. The Utility's entire liability to any person for interruption or failures of PS/ALI Service shall be limited to the term specified in this section and other sections of the tariffs. Provisions concerning limitation of liability and allowance for interruptions in service are specified in Schedule Cal.P.U.C. No. A2.1.14, Rule No. 14. (N) (T) (L) (T) (L)

c. Terminal equipment used in connection with PS/ALI Service, whether such equipment is provided by the Utility or the 9-1-1 customer, shall be configured so that it is unable to extract any information from the data base other than as it relates to an emergency call. Any PSEU information obtained from the data base in connection with an emergency call shall be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency. Any permanent record associating a PSEU's telephone number with his/her name or address shall be secured by the 9-1-1 customer and disposed of in a manner that will retain that security. (N)

(L) Formerly on Sheet 243.12.

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9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.4. 9-1-1 OTHER SERVICES (Cont'd)
D. REGULATIONS (Cont'd)
3. Limitation Of Liability (Cont'd)

d. To the extent allowed by law, the PS/ALI customer agrees to release, indemnify, defend and hold harmless the Utility from any and all loss, claims, demands, suits or other action, for any liability whatsoever, to any other party or person, for any personal injury to or death of any person or persons, or for any loss, demage or destruction of any property, whether owned by the PS/ALI customer or others, except those which arise out of the sole negligence or other wrongful act of the Utility.

e. To the extent allowed by law, the PS/ALI customer also agrees to release, indemnify and hold harmless the Utility for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of PS/ALI Service features and the equipment associated therewith, including, but not limited to, the identification of the telephone party or parties accessing PS/ALI service hereunder, except those which arise out of the sole negligence or other wrongful act of the Utility.

f. PS/ALI Service will be designed by the Utility to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 9-1-1 systems are equipped with the features required to provide PS/ALI Service. (N)

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.4 9-1-1 OTHER SERVICES (Cont'd)

E. RATES AND CHARGES

	INSTALLATION CHARGE	MONTHLY RATE	USOC	
1. PS ALI Trunk (from Private Switch to E9-1-1 Control Office)	$744.73 (R)	$74.09 (R)	ZZYPX	
2. Private switch station information manually input by the Utility's Data Integrity Unit. Per 100 stations[1]				
- each 0-100 increments	324.87 (R)	NO		
- each additional 0-100 increments	324.87 (R)	NO		
3. Establish Administrative Site	147.24 (R)		E91MQ	
4. Access Control Encryption System (ACES)[2] Card Management	NA	RR	EMECM	
5. Access Control Encryption System (ACES)[3] Card Replacement - each card	RR	NA	EMECR	4 (T)

NOTE 1: Manual input of station information will be batched in increments not to exceed 5000.
NOTE 2: Refer to Schedule Cal.P.U.C. No. A9.2.6,C.6 for Service Charge application.
NOTE 3: Refer to Schedule Cal.P.U.C. No. A9.2.7,C.6 for Service Charge application.
NOTE 4: Pending CPUC Approval of Advice Letter No. 20500. (N)

9.2 EMERGENCY REPORTING SERVICE (CONT'D) (N)

9.2.5. ENHANCED 9-1-1 (E9-1-1) DATA MANAGEMENT SERVICES

A. DESCRIPTION

E9-1-1 Data Management Services will allow Competitive Local Carriers (CLC) to transfer their customer data to the Utility's E9-1-1 Data Management System. Accurate information as to the caller's identity (telephone number) and location (address) is required in order to ensure that the caller is connected to the appropriate Public Safety Answering Point (PSAP) where any kind of emergency response can be obtained. The Utility's E9-1-1 Data Management System will enable the CLCs to route calls successfully to the PSAP with accurate Automatic Number Identification (ANI) and Automatic Location Information (ALI).

B. REGULATIONS

1. General

a. The CLC shall have obtained all necessary regulatory authority, which may include without limitation a Certificate of Public Convenience and Necessity from the Public Utilities Commission prior to subscribing to this service.

b. E9-1-1 services are provided by the Utility where facilities and operating conditions permit.

2. Limitation of Liability: CLC and E9-1-1 Data Management Services Limitation of Liability.

The Utility's liability to E9-1-1 customers and third parties utilizing E9-1-1 services is as set forth in Schedule Cal.P.U.C. No. A2.1.14 - Limitation of Liability. (N)

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NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICES SERVICES

9.2 EMERGENCY REPORTING SERVICE (CONT'D) (N)
9.2.5. ENHANCED 9-1-1 (E9-1-1) DATA MANAGEMENT SERVICES (CONT'D)
B. REGULATIONS (CONT'D)

3. Rules and Regulations set forth in this Schedule are in addition to Rules and Regulations set forth in the Utility's Schedules for Network and Exchange Services, and in some cases supersede those rules. The following regulations set forth in Schedule Cal.P.U.C. No. 175-T are applicable to E9-1-1 Data Management Services and for E9-1-1 Data Management Services supersede those in the Utilities Schedules for Network and Exchange Services.

Section 2.1.4(B)	Provision of Services
Section 2.1.11	Notification of Service-Affecting Activities
Section 2.1.12	Coordination with Respect to Network Contingencies
Section 2.2.2	Interference or Impairment
Section 2.2.3	Unlawful Use
Section 2.3.1	Damages
Section 2.3.2	Ownership of Facilities and Theft
Section 2.3.3	Equipment Space and Power
Section 2.3.13	Coordination with Respect to Network Contingencies
Section 2.4.1	Payment of Rates, Charges and Deposits
Section 2.4.4	Credit Allowance for Service Interruptions
Section 2.4.6	Re-establishment of Service Following Fire, Flood or Other Occurrence
Section 5.1.1	Ordering Conditions

4. CLCs shall provide record updates to the Utility within twenty-four (24) hours of order completion. The Utility shall update the E9-1-1 databases within forty-eight (48) hours of receiving data from the CLC. If the Utility detects an error in the CLC data, the data will be returned to the CLC within forty-eight (48) hours from when it was first provided to the Utility. (N)

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Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICES SERVICES

9.2 EMERGENCY REPORTING SERVICE (CONT'D) (N)
9.2.5 ENHANCED 9-1-1 (E9-1-1) DATA MANAGEMENT SERVICES (CONT'D)
B. REGULATIONS (CONT'D)

6. Pacific Bell will make Quick Dial Tone available to reselling CLCs who must have the ability to provide Quick Dial Tone[1] to their residential customers. (N)

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Note 1: A description of Quick Dial Tone is provided in Schedule Cal.P.U.C. No. A2.1.1 Rule No. 2 - Description of Service. Additional details regarding Quick Dial Tone rates and charges for CLCs will be determined in future California Public Utility proceedings. (N)

Continued

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.5 ENHANCED 9-1-1 (E9-1-1) DATA MANAGEMENT SERVICES (Cont'd)

C. RATES AND CHARGES

	Nonrecurring Charge	Monthly Rate	USOC
1. E9-1-1 Data Management Support/Storage including Automatic Number Identification with Automatic Location Identification - per 1,000 main stations[1]	NO	RR	EMEDM
2. E9-11 Data Management Support/Storage including Selective Routing (Tandem Switching) Automatic Number Identification and Automatic Location Identification - per 1,000 main stations[1]	NO	RR	EMETS
3. Manual entry of CLC subscriber telephone numbers (TN) records			
- each initial 0-100 increments[3]	RR	NO	EMESR
- each additional 0-100 increments[3]	RR	NO	EMESR
4. Telephone Number error correction - each chargeable record	$ 3.32 (R)	NO	EMEEC
5. Copy(ies) of Master Street Address Guide (MSAG)[4] per county, per sort - each copy	56.99 (R)	NO	EMEMC
5.a. CD ROM Copy of Master Street Address Guide (MSAG)[4] - All Counties	NO	$14.25(R)	EMECD
6. Access Control Encryption System (ACES)[5] Card Management - each card	NO	5.70(R)	EMECM

NOTE 1: Refer to Schedule Cal.P.U.C. No. A9.2.3,C.2.b for Service Charge application.
NOTE 2: Reserved
NOTE 3: Refer to Schedule Cal.P.U.C. No. A9.2.4,C for Service Charge application.
NOTE 4: Requests for MSAG's will be processed and shipped within seventy-two (72) business hours from the time requested. MSAG copies are available on paper, magnetic tape or CD ROM.

Continued

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICE (Cont'd)
9.2.5 ENHANCED 9-1-1 (E9-1-1) DATA MANAGEMENT SERVICES (Cont'd)

C. RATES AND CHARGES (Cont'd)

	Nonrecurring Charge	Monthly Rate	USOC
7. Access Control Encryption System (ACES)[1] Card Replacement - each card	$132.99 (R)	NO	EMECR
8. Selective Router Tandem Location Maps - each copy	126.34 (R)	NO	EMETM

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NOTE 1: The Access Control Encryption System (ACES) provides security for the dial up network and permits access to the E9-1-1 Data Management System Gateway.

NETWORK AND EXCHANGE SERVICES
A9. CENTRAL OFFICE SERVICE

9.2 EMERGENCY REPORTING SERVICES (Cont'd)

9.2.6 NEIGHBORHOOD CALL (N)

A. DESCRIPTION

1. Neighborhood Call

Neighborhood Call will provide subscriber data from the Pacific Bell E9-1-1 Management System to specific public agencies, or their designated subcontractors or agents, for the purpose of emergency notification system through the use of automatic dialing announcement devices as allowed by California Public Utilities Code Sections 2872 and 2891.1. Subscriber information is to be used for the sole purpose of contacting local citizens during localized emergencies.

B. REGULATIONS

1. General

a. Customers of these services must be "public agencies" referenced in tariff A9.2.3.B.1.i or their designated subcontractors or agents.

b. Neighborhood Call is provided by the Utility where facilities and operating conditions permit.

2. Customer Responsibilities

a. Customer warrants that if the Neighborhood Call database information is to be provided to its subcontractors or agents, Customer will enter into an agreement with the subcontractor or agent that limits the use of the Neighborhood Call database information stated herein. The subcontractor or agent must enter into a Nondisclosure Agreement with Pacific Bell. (N)

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9.2 EMERGENCY REPORTING SERVICES (Cont'd)
9.2.6 NEIGHBORHOOD CALL (Cont'd)
B. REGULATIONS (Cont'd)
2. Customer Responsibilities (Cont'd)

b. The Neighborhood Call database information provided to Customer pursuant to this tariff is confidential and proprietary and such information will be held in confidence and only used and disclosed to Customer's employees or its subcontractors and agents with a need to know for purposes of providing a community alert and notifications to citizens as defined in California Public Utilities Code Sections 2872 and 2891.1. Customer agrees that each of its employees, subcontractors or agents receiving or having access to the Neighborhood Call database information will be informed that such information is subject to the terms and conditions of this tariff and the Neighborhood Call database information will remain the property of Pacific; that the Neighborhood Call database information will be treated with the same degree of care as Customer affords to its own highly confidential and proprietary information; and that the Neighborhood Call database information will not be reproduced in any manner, unless otherwise specifically authorized in writing by Pacific. Upon request, Customer will promptly return to Pacific all Neighborhood Call database information in a tangible form or certify to Pacific that such information has been destroyed.

3. Limitation of Liability

The Utility's liability to 9-1-1 customers and third parties utilizing 9-1-1 service(s) is set forth in Schedule Cal.P.U.C. No. A2.1.14 and California Public Utilities Code Section 2872 and 2891.1.

C. RATES AND CHARGES

	Nonrecurring Charge	Monthly Rate	USOC
1. Neighborhood Call	$99.74 (R)	$90.24 (R)	E9MN1
2. Neighborhood Call per 1000 records[1]	NO	.85 (R)	E9MOA
3. Neighborhood Call (Additional Download)	90.24 (R)	NO	E9MOB
4. Neighborhood Call Record Processing[2] per 1000 records (Additional Download)	.85 (R)	NO	E9MOC

NOTE 1: Once each year in January, this quantity (based upon the maximum number of main stations in Service) will be adjusted for purposes of updating Customer's monthly billing. No additional Installation charges will be applied to the updated amounts.
NOTE 2: For additional download(s) the charges include the base rate plus the per record charge.

Continued

EXHIBIT NO. 36

DOCKET NO.: 070736-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Matrix of Intrado Pricing Schedule, attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 36
COMPANY Intrado
WITNESS Thomas Hicks (TH-8)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # TH-8

Intrado Communications Inc.

IEN INTERCONNECTION PRICING SCHEDULE

	One Time Fee	Monthly Recurring Charge
Per DS1	$250.00	$127.00
Per DS0	$250.00	$ 40.00

EXHIBIT NO. 37

DOCKET NO.: 070736-TP

WITNESS: Thomas Hicks

PARTY: Intrado

DESCRIPTION: Excerpts of Essential Communications During Emergencies Team Report, attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 37
COMPANY Intrado
WITNESS Thomas Hicks (TH-9)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # TH-9

Network Reliability Council Focus Group IV

Essential Communications During Emergencies Team Report

Findings and Recommendations Pertaining to Emergency Service Network Reliability

January 12, 1996

Focus Group Leader: **M. Michael Foster**
GTE Telephone Operations

Focus Group Mentor: ***Arthur Prest***
Cellular Telecommunications Industry Association

6. Essential Services Best Practice Recommendations

Best Practices are those countermeasures (but not the only countermeasures) that go furthest in eliminating the root causes of outages. *Network Reliability: A Report to the Nation* contained a total of 27 Best Practices pertaining to 9-1-1. All 27 original Best Practices have been rewritten and expanded to include alternate technologies where appropriate. These 27, and new best practices ES28 through ES33, being introduced by the ECOMM Team are categorized as follows. The ECOMM Team believes implementation of these practices will improve the reliability of the Public Switched Telephone Network (PSTN) and minimize the potential for interruption to vital emergency communications.

Category	New Best Practice No.	Former Best Practice No.
6.1 Defensive Measures for Interoffice Facilities...		
6.1.1 Diverse Interoffice Transport Facilities	ES01	112
6.1.2 Diverse Interoffice Transport Facilities with Standby Protection	ES02	113
6.1.3 Diverse Interoffice Transport Facilities Using DCS	ES03	114
6.1.4 Fiber Ring Topologies for 9-1-1 Circuits	ES04	115
6.1.5 Red-Tagged Diverse Equipment	ES05	125
6.2 Alternate Path when the Primary 9-1-1 Interoffice Facility Fails...		
6.2.1 Alternate PSAPs from the 9-1-1 Tandem Switch	ES06	118
6.2.2 Alternate PSAPs from the Serving End Office	ES07	119
6.2.3 PSTN as a Backup for 9-1-1 Dedicated Trunks	ES08	121
6.2.4 Wireless Network as Backup for 9-1-1 Dedicated Trunks	ES09	122
6.2.5 Intraoffice 9-1-1 Termination to Mobile PSAP	ES10	123
6.2.6 Backup PSAP in the LECs Serving Office	ES11	124
6.3 Defensive Measures for 9-1-1 Tandem Switches...		
6.3.1 Dual Active 9-1-1 Tandem Switches	ES12	116
6.3.2 Re-home to backup 9-1-1 Tandem Switch	ES13	117
6.3.3 Redundant Paired 9-1-1 Tandems	ES14	126
6.3.4 Multiple Diverse Tandem Switches with Diverse DCSs	ES15	127
6.3.5 TOPS as a 9-1-1 Tandem Backup	ES16	120

Table 6-1 NRC Essential Service Best Practices

Category	New Best	Former Best

	Practice No.	Practice No.
6.4 Reverse Trends toward Centralization	ES17	109
6.5 Local Loop Diversity	ES18	128
6.6 Network Management Center and Repair Priority	ES19	129
6.7 Diverse ALI Data Base Systems	ES20	130
6.8 Mass Call Management...		
6.8.1 Move Mass Calling Stimulator away from 9-1-1 Tandem Switch	ES21	131
6.8.2 Pre-Planning for Mass Calling Events	ES22	132
6.9 Contingency Planning...		
6.9.1 Contingency Plan Development	ES23	133
6.9.2 Contingency Plan Training	ES24	134
6.9.3 Public Education on Proper Use of Essential Communications	ES25	135
6.10 Improve Communications among Network Providers and PSAPs	ES26	111
6.11 Common Channel Signaling (CCS)	ES27	110
6.12 Critical Response Link Redundancy/Diversity	ES28	New
6.13 Media and Repair Link Redundancy/Diversity	ES29	New
6.14 Private Switch/Alternative LEC ALI	ES30	New
6.15 CMRS - Emergency Calling	ES31	New
6.16 Cable Television Services	ES32	New
6.17 Outage Reporting	ES33	New

Table 6-1 NRC Essential Service Best Practices

Some of the best practices are alternate solutions for improving network reliability, and implementation of one practice may negate the need to implement another. For example, if one

were to implement Best Practice ES03, it would not be necessary to implement Best Practice ES01 since the concept of facility route diversity is achieved in both practices.

6.1 Defensive Measures for Interoffice Facilities

Best Practices ES01 through ES05 describe practices that promote safeguarding of network facility paths between the callers end office and the PSAP.

6.1. Best Practice ES01 Diverse Interoffice Transport Facilities

When all 9-1-1 circuits are carried over a common interoffice facility route, the PSAP has increased exposure to possible service interruptions related to a single point of failure (e.g., cable cut). The ECOMM Team recommends diversification of 9-1-1 circuits over multiple, diverse interoffice facilities.

Diversification may be attained by placing half of the essential communication circuits on one facility route, and the other half over another geographically diverse facility route (i.e., separate facility routes). Many LECs deploy diverse interoffice facility strategies when diverse facilities are already available. (See Figure 6-1)

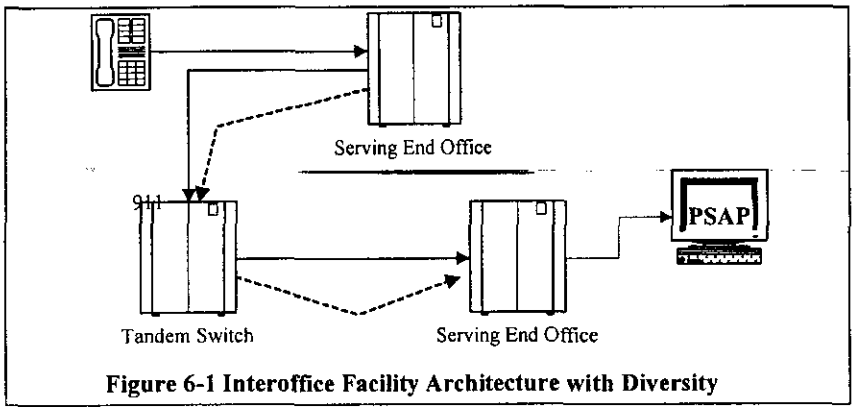


Figure 6-1 Interoffice Facility Architecture with Diversity

6.1.2 Best Practice ES02 Diverse Interoffice Transport Facilities with Standby Protection

A variation of the facility diversity architecture is deployment of a 1-by-1 facility transport system. This architecture is protected by a standby protection facility that is geographically diverse from the primary facility. Because no calls are lost while switching to the alternate transport facility during primary route failure, this architecture is considered self-healing.

6.1.3 Best Practice ES03 Diverse Interoffice Transport Facilities Using DCS

Earlier NRC Focus Group recommendations suggested using diverse interoffice transport facilities from the called serving end office via two diverse Digital Cross-connect Systems (DCS) for concentration. This approach provides diversity and, due to the concentration by the DCS network elements, offers a less costly network solution. Circuit rearrangement activity under this configuration will less likely result in the circuits being placed into non-diverse facilities. (See Figure 6-2)

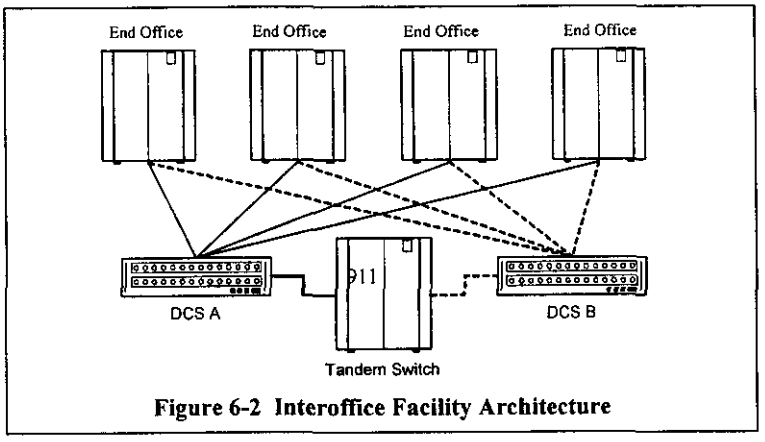


Figure 6-2 Interoffice Facility Architecture

6.1.4 Best Practice ES04 Fiber Ring Topologies for 9-1-1 Circuits

Fiber optic network elements offer network service providers the ability to aggregate large amounts of call traffic onto one transport facility. Traffic aggregation opposes the diverse facility transport recommendations defined in this document. However, fiber rings permit a collection of nodes to form a closed loop whereby each node is connected to two adjacent nodes via a duplex communications facility.

Fiber rings provide redundancy such that services may be automatically restored (self healing), allowing failure or degradation in a segment of the network without affecting service. Fiber rings are used in some metropolitan areas, ensuring essential communications service is unaffected by cuts to fibers riding on the ring. Ring features and functionality are part of the Synchronous Optical Network (SONET) technical requirements. The ECOMM Team believes

when essential communications is placed on SONET rings, service interruptions are minimized due to the self-healing architecture employed. (See Figure 6-3)

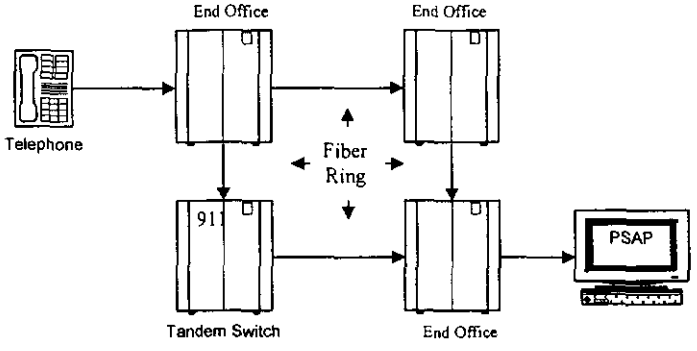


Figure 6-3 Interoffice Facility Architecture with Ring Diversity

6.1.5 Best Practice ES05 Red-Tagged Diverse Equipment

Depending on LEC provisioning practices, the equipment in the central office can represent single points of failure. The ECOMM Team supports the common LEC practice of spreading 9-1-1 circuits over similar pieces of equipment, and marking each plug-in-level component and frame termination with red tags. The red tags alert LEC maintenance personnel that the equipment is used for critical, essential services and is to be treated with a high level of care.

6.2 Alternate Path when the Primary 9-1-1 Interoffice Facility Fails

Best Practice ES06 through ES11 provide practices that promote establishment of alternate call paths between the caller's end office and the PSAP serving office.

6.2.1 Best Practice ES06 Alternate PSAPs from the 9-1-1 Tandem Switch

A common method of handling PSAP-to-Tandem transport facility interruptions is to program the 9-1-1 tandem switch for alternate route selection. If the 9-1-1 caller is unable to complete the call to the PSAP, the tandem switch would automatically complete the call to a pre-programmed directory number or alternate PSAP destination. The alternate PSAP may be either administrative telephones or another jurisdiction's PSAP positions, depending upon the primary PSAPs pre-arranged needs. (See Figure 6-4)

EXHIBIT NO. 38

DOCKET NO.: 070736-TP

WITNESS: John Melcher

PARTY: Intrado

DESCRIPTION: Curriculum Vitae for John R. Melcher, ENP, attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 38
COMPANY Intrado
WITNESS John Melcher (JM-1)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # JM-1

John R. Melcher, ENP
Curriculum Vitae

Corporate History

Mr. Melcher is the founder and president of The Melcher Group – a consulting firm specializing in public safety related activities. Activities include corporate mergers, acquisitions and strategy. Mr. Melcher is also a principal in Cyren Call Communications – advisor to the Public Safety Spectrum Trust Corporation (PSST). Cyren Call is led by veterans of the wireless industry and Public Safety communications, who will assist the PSST in the creation of a nationwide, wireless broadband network that will carry priority Public Safety communications. Cyren Call is headed by Morgan O'Brien, a co-founder of Nextel and a long-time champion of improving public safety communications.

9-1-1 and Public Safety Management/Related Activities

Cyren Call Communications 2006 – Present
Executive Vice President, Office of the Chairman
Managed external corporate communications, legislative, regulatory, lobbying and all outreach efforts to achieve favorable public policy positions for Cyren. Maintained relationships with various industry and public safety organizations such as APCO, IAFC, IACP, NENA to advance these public policy positions. An external presenter and speaker for Cyren at key public safety conferences as well as regulatory and legislative venues.

Greater Harris County 9-1-1 Emergency Network 2004 - 2005
Executive Director
Responsible for design and management of integrated voice and data networks providing emergency number service for over 4.5 million citizens in 48 cities and four counties in the Houston metropolitan area. Greater Harris County 9-1-1 Emergency Network is the largest regional 9-1-1 program in the country.

Chief Operating Officer - 1990 – 2004

Early Warning System Implementation, 2002

- Project Director, implementation of nation's largest early warning notification system for municipalities within coverage area.

Automatic Crash Notification Project (ACN), 2002 -present

- 2000 – Project Director of first proof-of-concept demonstration combining telematics technology within the native 9-1-1 communications infrastructure.
- 2002 – Project Director of first implementation of ACN technology in the public safety environment.
- 2005 – Expansion to include demonstration of mobile threat notification for chemical and bio-hazard.
- Total of 800 police cars across two technology platforms

Wireless 9-1-1 Implementation, 2002

- Project Director for first implementation of wireless 9-1-1 technology for major metropolitan area in the country. The first major deployment of location technology, allowing 9-1-1 call-takers and first responders to pinpoint location of wireless devices calling 9-1-1. Now a national mandate by the Federal Communications Commission.

Texas Wireless Integration Project (WIP), 1996

- *Co-chaired the first proof-of-concept demonstration utilizing location technology* for routing and delivery of wireless 9-1-1 calls.

Inventor - patented 9-1-1 emergency communications system solutions

National Emergency Number Association (NENA) -16-Year Member

- President of NENA June 2002 – 2003
- 2nd Vice President of NENA 2001 – 2002
- 1st Vice President of NENA 2000 – 2001
- Numerous Testimonies before the United States Congress
- Wireless Liaison for NENA working closely with wireless carriers manufacturer trade associations, the FCC and CTIA, TR45
- ENP certification 1999

Pasadena Police Department - Pasadena, Texas
Technical Director, Dispatch Supervisor 1986 - 1990
Dispatcher, 1982 – 1986
Paramedic, 1984 - 1990

City of Pasadena – Office of Emergency Preparedness
Radio Officer 1978 – 1980
Communications Manager 1980 - 1982

Recognitions:
Presidential Citation, NENA 1995, 1996, 1997, 1998, 2002, 2006
APCO 1993, 1994, 1995, 1996

Recognition by Radio Resource magazine, Most Influential People in Public Safety, 1998 and 1999

Innovator Award from Computerworld Smithsonian for Visionary Use of Information Technology, (organizational award) 1995

Presidential Award, APCO Project 31, 1992 and 1993

Other Endeavors:
President, Pasadena Rotary Club 1992-1993
Licensed Pilot – Instrument Rating
Regular keynote speaker at public safety related conferences

EXHIBIT NO. 39

DOCKET NO.: 070736-TP

WITNESS: Patricia H. Pellerin

PARTY: AT&T

DESCRIPTION: Commonwealth of Virginia State Corporation Commission,Order of Dismissal, Case No. PUC-2007-00112 (Virginia Order of Dismissal), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 39
COMPANY AT&T
WITNESS Patricia H. Pellerin (PHP-1)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # PHP-1

AT&T-Intrado Arbitration
FPSC Docket No. 070736-TP

Exhibit PHP-1

Exhibit PHP-1

COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

AT RICHMOND, FEBRUARY 14, 2008

2008 FEB 14 A 11: 29

PETITION OF

INTRADO COMMUNICATIONS OF VIRGINIA, INC.

CASE NO. PUC-2007-00112

For Arbitration to Establish an Interconnection Agreement with Central Telephone Company of Virginia d/b/a Embarq and United Telephone - Southeast, Inc. d/b/a Embarq, under Section 252(b) of the Telecommunications Act of 1996

ORDER OF DISMISSAL

On November 27, 2007, Intrado Communications of Virginia, Inc. ("Intrado"), filed a Petition for Arbitration ("Petition") with the State Corporation Commission ("Commission") pursuant to 47 U.S.C. § 252(b)(1) ("Telecommunications Act"),[1] asking the Commission to resolve the disputes arising from Intrado's attempts to negotiate an interconnection agreement ("ICA") with Central Telephone Company of Virginia d/b/a Embarq and United Telephone - Southeast, Inc. d/b/a Embarq (collectively "Embarq").

In its Petition, Intrado requests that the Commission arbitrate the disputed issues identified in the attachments to its Petition, adopt Intrado's proposed contract language on those issues and order the parties to sign an ICA reflecting Intrado's proposed language and the parties' agreed-upon language.

On December 26, 2007, Embarq filed its response to Intrado's Petition ("Response"). Embarq's Response addressed 34 issues, but also noted a crucial threshold matter of whether Intrado had included interconnection issues that are not within the scope of § 251(c) of the Telecommunications Act.

[1] 47 U.S.C. § 151 et seq.

In a separate Motion to Dismiss, filed on December 27, 2007, Embarq argues that Intrado has failed to negotiate in good faith, that Intrado's Petition is procedurally deficient, and that Intrado has included issues that are not subject to arbitration. On January 14, 2008, Intrado filed its Opposition to Motion to Dismiss and Motion for Oral Argument, asserting that it had negotiated and sought arbitration in good faith, that its Petition meets the procedural requirements of § 252(b), and that the items included within its proposed ICA are within the purview of § 251(c).

Embarq filed its Reply on January 24, 2008. Embarq attached copies of motions to dismiss or to hold in abeyance filed by various AT&T operating companies in Ohio, Florida, and North Carolina. Embarq reiterated its allegations that Intrado sought to arbitrate issues that it had not sought to negotiate and noted that Intrado had apparently sought arbitration prematurely in Ohio, Florida, and North Carolina.

NOW THE COMMISSION, upon consideration of the pleadings and the applicable statutes and rules, finds that the Petition should be dismissed.

Section 56-265.4:4 B 4 of the Code of Virginia provides that the Commission shall discharge the responsibilities of state commissions pursuant to the Telecommunications Act and applicable law and regulations, including, but not limited to, the arbitration of interconnection agreements. However, the statute goes on to provide that the Commission may exercise its discretion to defer selected issues. In this case, we find there is a threshold issue that should be determined by the Federal Communications Commission ("FCC"). Therefore, we believe the FCC is the more appropriate agency to determine whether Intrado is entitled to interconnection pursuant to § 251(c) of the Telecommunications Act.[2] As a result, based upon the potential

[2] We note that until such time as this threshold issue is resolved that it would be inappropriate to resolve the other disputed issues. Therefore, we will defer resolution of all issues in Intrado's Petition to the FCC.

conflict that may arise should the Commission attempt to determine the rights and responsibilities of the parties under state law or through application of the federal standards embodied in the Telecommunications Act, we find that this arbitration proceeding should be deferred to the FCC.

Accordingly, IT IS ORDERED THAT the Petition is hereby dismissed. There being nothing further to come before the Commission, the papers shall be transferred to the files for ended causes.

AN ATTESTED COPY hereof shall be sent by the Clerk of the Commission to: Rebecca R. Geller, Esquire, Mintz Levin, 701 Pennsylvania Avenue, N.W., Washington, D.C. 20004; Rebecca Ballesteros, Associate Counsel, Intrado Communications, Inc., 1601 Dry Creek Drive, Longmont, Colorado 80503; Edward Phillips, Esquire, Mailstop: NCWKFR0313, 14111 Capital Boulevard, Wake Forest, North Carolina 27587-5900; William Watkins, United Telephone - Southeast, Inc., 5656 West 110th Street, Mailstop: KSOPKJ0401, Overland Park, Kansas 66211; and the Commission's Office of General Counsel and Division of Communications.

EXHIBIT NO. 40

DOCKET NO.: 070736-TP

WITNESS: Patricia H. Pellerin

PARTY: AT&T

DESCRIPTION: Matrix of issues that remain if the 9-state template is used, attached to rebuttal testimony (replaces PHP-2, attached to direct testimony)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 40
COMPANY AT&T
WITNESS Patricia H. Pellerin (PHP-2)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # Revised PHP-2

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Revised Exhibit PHP-2

Using the 9-state template will limit the arbitration to the following issues in addition to threshold Issues 1 and 2:

Issue	911 ICA Sections	13-State ICA Sections	Description
3a	911 §§ 5.1, 6.1.1, 6.1.1.1, 6.1.1.2, 6.1.1.3	ITR § 4.2	Trunking and routing when Intrado is 911 service provider
3b	911 § 4.2.1	ITR § 4.2	Trunking and routing when AT&T Florida is 911 service provider
4a	911 §§ 2.18, 6.3, 6.3.2; 911 NIM §§ 4.1, 4.1.1, 4.2, 4.2.1		Point of Interconnection (POI) when Intrado is 911 service provider
4b	911 §§ 2.18, 3.3.2, 4.2.2, 4.2.4; 911 NIM § 2.2, 3.1.1, 3.2.1, 3.3.1, 3.3.2, 3.3.7	NIM § 2.2, 2.3	POI when AT&T Florida is 911 service provider
4c		NIM § 3.3.1.1	Fiber meet point responsibilities
5a, 5b	911 §§ 1.3, 1.4, 7.4.1.5		Inter SR trunking
6		ITR §§ 6.1, 8.6, 8.6.1	Trunk forecasting, Intrado trunk ordering process
7a	911 NIM §§ 2.4, 5.1, 5.3		Interconnection notification
7b	911 NIM § 1.2		Other methods of interconnection via amendment
8a	911 §§ 3.4.3, 3.4.5		ALI interoperability
9	911 §§ 5.1, 9.1, 9.2, 9.3, 9.4, 10.1		Miscellaneous reciprocity provisions
10	911 §§ 2.3		911 Trunk definition
13a		GTC § 1.1.84, 1.1.122; IC §§ 4.1, 5.1, 16.1 (portion); ITR § 12.1	Definitions of Section 251(b)(5) Traffic ("Local Traffic"), ISP-Bound Traffic, Switched Access Traffic

24		GTC § 15.7	911 liability
29a		Pricing § 2.3	Facility mileage rounding
29b		Pricing §§ 1.9.1, 1.9.2, 1.10.1	TBD and rates not in ICA
36			Capitalization

EXHIBIT NO. 41

DOCKET NO.: 070736-TP

WITNESS: Patricia H. Pellerin

PARTY: AT&T

DESCRIPTION: Matrix of issues that are eliminated if the 9-state template is used, attached to rebuttal testimony (replaces PHP-3, attached to direct testimony)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736TP **EXHIBIT** 41
COMPANY AT+T
WITNESS Patricia H. Pellerin (PHP-3)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # Revised PHP-3

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Revised Exhibit PHP-3

Using the 9-state template will eliminate the following issues from the arbitration:

Issue	13-state ICA Sections	Description	9-State Exclusion
13b	IC § 16.2; ITR § 12.2	Assistance to stop switched access traffic over local interconnection trunks	No provisions regarding efforts to limit switched access over local trunks
15	IC §§ 4.2.1, 4.2.2	Intervening law regarding FCC's ISP Compensation Order	No provisions regarding ISP Compensation Order
25a	GTC §§ 10.1.4, 10.5, 10.6.3	Late payment charges on escrow amounts	No escrow provisions
31	GTC 1.1.61	Definition of End Users	Term End Users not defined or utilized as a defined term
32	ITR § 2.12	Definition of Offers Service to include 911 service	Term Offers Service not defined or utilized
34a, 34b	PC § 2.22	Description and ICB pricing of non-standard collocation	No provisions for non-standard collocation

Using the 9-state template will eliminate these contract language disputes[1] from the issues for arbitration:

Partial Issue	13-state ICA Sections	Description	9-State Exclusion
3b	GTC § 44.6.1.2	911 service for data only providers	No data-only provisions
4b	GTC § 1.1.118	Definition of POI	No dispute expected for definition of Interconnection Point (Att. 3 § 2.14)
4c	NIM § 3.3.1	Fiber meet point	Fiber meet point location
7a	NIM §§ 2.1, 4.1, 4.2, 4.3	Implementation plan, notice requirements	No provisions regarding implementation plans or notice requirements
7b	NIM §§ 1.26, 3.41	Other methods of interconnection via amendment / applicable law	No provisions regarding amending the ICA for alternative interconnection requiring amendment
9	OET § 1.1	OET excluded 911	No OET provisions
13a	IC §§ 1.2, 3.5, 16.1 (portion); ITR § 2.14	Local interconnection for wireline services	No related wordsmithing
29a	IC § 14.4; Pricing § 2.2	Reciprocal compensation usage rounding	Reciprocal compensation is based on factors rather than actual usage, so rounding does not apply

[1] Other contract provisions remain in dispute for these issues, thus the issues are not completely eliminated from the arbitration.

EXHIBIT NO. 42

DOCKET NO.: 070736-TP

WITNESS: Patricia H. Pellerin

PARTY: AT&T

DESCRIPTION: Matrix of Intrado Pricing Schedule,
attached to rebuttal testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 42
COMPANY AT&T
WITNESS Patricia H. Pellerin (PHP-4)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # PHP-4

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit PHP-4

FOR NEGOTIATION PURPOSES

EXHIBIT XX

INTRADO COMMUNICATIONS INC. PRICING SCHEDULE

	One Time Fee	Monthly Recurring Charge
Per DS1	$250.00	$127.00
Per DS0	$250.00	$ 40.00

EXHIBIT NO. 43

DOCKET NO.: 070736-TP

WITNESS: Mark Neinast

PARTY: AT&T

DESCRIPTION: Appendix 911, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 43
COMPANY AT+T
WITNESS Mark Neinast (MN-1)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # MN-1

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit MN-1

APPENDIX 911

AT&T-(state) proposed language is bolded and underlined
Intrado proposed language is italicized and bolded

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APPENDIX 911

While AT&T responds to the redlines offered by Intrado it does so with this caveat: AT&T does not believe that Intrado is entitled to an interconnection agreement under federal law.

1. INTRODUCTION

1.1 This Appendix sets forth terms and conditions by which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) and CLEC will provide each other with access to the applicable 911 and E911 Databases and provide Interconnection and Call Routing for purposes of 911 call completion to Public Safety Answering Point (PSAPs) as required by Section 251 of the Act.

1.2 The Parties acknowledge and agree that the Parties can only provide 911/E911 Service in a territory where the Party is the E911 network provider, and then only that E911 Service configuration as purchased by the E911 Customer. The Parties' E911 Selective Routers and E911 Database Management System are by mutual agreement being provided under this Agreement on an "as is" basis.

1.3 Each Party shall provide access to its respective E911 Selective Routers as described herein only where a PSAP and/or E911 Customer served by the E911 Selective Routers has requested and approved the Party to carry E911 Emergency Services call**, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer.**

1.4 ***Intentionally Omitted*** **If a 911/E911 Customer requests either Party to establish a PSAP to PSAP transfer arrangement, the Parties will negotiate such a separate agreement consistent with the 911/E911 Customer 's request for such an arrangement. The 911/E911 Customer will be a party to this separate agreement.**

2. DEFINITIONS

2.1 "**911 Service**" means a service that uses a universal telephone number to provide the public access to the PSAP by dialing 911. Basic 911 Service collects 911 calls from one or more local exchange switches that serve a geographic area.

2.2 "**911 System**" or "**E911 System**" means the set of network, database and customer premise equipment (CPE) components required to provide 911 Service.

2.3 "**911 Trunk**" or "**E911 Trunk**" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from **AT&T-(STATE)** or CLEC 's ***End Office*** **Switch** to the E911 System.

2.4 "**Automatic Location Identification**" or "**ALI**" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.5 "**Automatic Number Identification**" or "**ANI**" means the telephone number associated with a communications device that originates an emergency call, which is the number used to route an E911 call to the appropriate PSAP for use in retrieving the associated ALI record for display to the call taker, the access line from which a call to 911 originates.

2.6 "**Company Identifier**" or "**Company ID**" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.7 "**Database Management System**" or "**DBMS**" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E911 Systems.

2.8 **"Designated 911/E911 Service Provider"** means the entity designated by the 911/E911 Customer to provide 911 services to the PSAPs in their jurisdictional serving area.

2.9 "**911/E911 Customer**" or "**PSAP**" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.10 "**E911 Universal Emergency Number Service**" (also referred to as "**Enhanced 911 Service**") or "**E911 Service**" is a communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.

2.11 "**Emergency Services**" means police, fire, ambulance, rescue, and medical services.

2.12 "**Emergency Service Number**" or "**ESN**" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

2.13 **"Master Street Address Guide"** means a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E911 calls.

2.14 "**National Emergency Number Association**" or "**NENA**" means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, recommend standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.15 "**Pseudo-ANI**" or "**pANI**" means a ***10 digit*** **telephone** number ***that is*** used ***in place of ANI for E911 call routing and the delivery of dynamic ALI information*** **to support routing of wireless 911 calls or nomadic VoIP 911 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed. Pseudo-ANI is also known as routing number.**

2.16 **"Point of Interconnection" or "POI"** means a point on ***one Party's*** **the AT&T-(STATE)** network **(E911 Selective Router building) identified by CLEC** where the Parties deliver 911/E911 traffic to each other, and also serves as a demarcation point between the facilities to which each Party is responsible to provide ***facilities on its side***.

2.17 "**Public Safety Answering Point**" or "**PSAP**" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.18 "**Selective Routing**" means the routing and equipment used at a "**E911 Selective Router**" or"**911/E911 Tandem**" to route a 911 call to the proper PSAP based upon the number and location of the caller.

Selective Routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

2.19 **"Shell Records"** means those ***pre-provisioned service order input--type records necessary to enable dynamic ANI/ALI call delivery and display methods, and used to determine call routing and the appropriate dynamic ANI/ALI provider responsible for providing the caller's ANI/ALI for display at the appropriate PSAP upon the answer of a 911 call*** **database records associated with Pseudo-ANI telephone numbers. Shell Records facilitate call delivery and the appropriate ALI display for wireless 9-1-1 calls and nomadic VoIP 911 calls.**

3. AT&T-(STATE) RESPONSIBILITIES WHERE AT&T-(STATE) IS THE DESIGNATED 911/E911 SERVICE PROVIDER

3.1 **AT&T-(STATE)** shall provide and maintain such equipment at the **AT&T-(STATE)** E911 Selective Router and the DBMS as is necessary to provide CLEC E911 Emergency Services at parity with that of **AT&T-(STATE)** retail End Users ***and AT&T-(STATE) E911 Customers.*** **AT&T-(STATE)** shall provide CLEC access to the **AT&T-(STATE)** 911 System as described in this section.

3.2 Call Routing

3.2.1 **AT&T-(STATE)** will route 911 calls from the **AT&T-(STATE)** E911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

3.2.2 **AT&T-(STATE)** will forward the calling party number (ANI) it receives from CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by CLEC, **AT&T-(STATE)** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the CLEC, but no ALI record is found in the E911 DBMS, **AT&T-(STATE)** will report this "No Record Found" condition to the CLEC in accordance with NENA standards.

3.3 Facilities and Trunking

3.3.1 **AT&T-(STATE)** shall provide and maintain sufficient dedicated E911 trunks from **AT&T-(STATE)**'s E911 Selective Router to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

3.3.2 **AT&T-(STATE)** will, if requested, provide facilities to interconnect the CLEC to the **AT&T-(STATE)** ***Point(s) of Interconnection (POI)*** **E911 Selective Router**, as specified in the applicable **AT&T-(STATE)** Special Access tariff. Additionally, when diverse facilities are requested by CLEC, **AT&T-(STATE)** will provide such diversity where technically feasible, at standard **AT&T-(STATE)** Special Access Tariff rates

3.4 Database

3.4.1 Where **AT&T-(STATE)** is designated by the E911 Customer to manage the E911 Database **AT&T-(STATE)** shall provide CLEC access to the **AT&T-(STATE)** E911 Database to store CLEC's End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of CLEC's End Users). CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2 Where **AT&T-(STATE)** manages the E911 Database, **AT&T-(STATE)** shall coordinate access to the **AT&T-(STATE)** DBMS for the initial loading and updating of CLEC End User 911 Records by CLEC.

3.4.3 Where **AT&T-(STATE)** manages the E911 Database, **AT&T-(STATE)**'s E911 Database shall accept electronically transmitted files that are based upon NENA recommended standards. Manual (i.e. facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

3.4.4 Where **AT&T-(STATE)** manages the E911 Database, **AT&T-(STATE)** shall provide an initial MSAG load and updates to CLEC for use in submitting MSAG valid End User record information to **AT&T-**

(STATE)'s DBMS for those E911 Selective Routers that CLEC has End Users. CLEC shall be responsible for accepting and maintaining the updates from **AT&T-(STATE)**. **AT&T-(STATE)** will make updates available as frequently as each state's system currently provides.

4. CLEC RESPONSIBILITIES WHERE AT&T-(STATE) IS THE DESIGNATED 911/E911 SERVICE PROVIDER

4.1 Call Routing

4.1.1 CLEC will transport CLEC End User 911 calls to each CLEC-designated **AT&T-(STATE)** ***POI(s)*** **E911 Selective Router location.**

4.1.2 CLEC will forward the ANI information of the party calling 911 to the **AT&T-(STATE)** E911 Selective Router.

4.2 Facilities and Trunking

4.2.1 CLEC shall provide interconnection trunking at each **AT&T-(STATE)** 911 Selective Router that serves the exchange areas in which CLEC is authorized to ***and will*** provide telephone exchange service.

4.2.2 CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 Selective Routers and CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper ***POI(s)*** **E911 Selective Router.**

4.2.3 CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls to from the E911 Selective Router to the **AT&T-(STATE)** E911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.3.1 CLEC is responsible for providing a separate E911 trunk group for each county or other geographic area that the CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where MF signalling is used and PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.3.2 CLEC shall segregate wireless traffic on separate E911 trunk groups following the same requirements outlined in 4.2.3 and 4.2.3.1.

4.2.4 CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the **AT&T-(STATE)** ***POI(s)*** **E911 Selective Router.**

4.2.5 CLEC shall provide sufficient trunking to route CLEC's originating 911 calls to the designated **AT&T-(STATE)** E911 Selective Router.

4.2.6 A diverse (i.e., separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.

4.2.7 CLEC is responsible for determining the proper quantity of trunks from its switch(es) to interconnect with the **AT&T-(STATE)** E911 Selective Router.

4.2.8 CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law.

4.2.9 CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, CLEC shall provision additional 911 trunks for interconnection with **AT&T-(STATE)**.

4.2.10 CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from CLEC's demarcation (for example, collocation) to the **AT&T-(STATE)** 911 Selective Router(s). CLEC is responsible for advising **AT&T-(STATE)** of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying **AT&T-(STATE)** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AT&T-(STATE)** will refer network trouble to CLEC if no defect is found in **AT&T-(STATE)**'s 911 network. The Parties agree that 911 network problem resolutions will be managed expeditiously at all times **and will work cooperatively until problems are resolved**.

4.3 Database

4.3.1 Once the 911 interconnection between CLEC and **AT&T-(STATE)** has been established and tested, CLEC or its representatives shall be responsible for providing CLEC's End User 911 Records to **AT&T-(STATE)** for inclusion in **AT&T-(STATE)**'s DBMS on a timely basis.

4.3.2 CLEC or its agent shall provide initial and ongoing updates of CLEC's End User 911 Records that are MSAG-valid in the electronic format established by **AT&T-(STATE)**.

4.3.3 CLEC shall adopt use of a Company ID on all CLEC End User 911 Records in accordance with industry standards.

4.3.4 CLEC is responsible for providing **AT&T-(STATE)** updates to the E911 database; in addition, CLEC is responsible for correcting any errors that may occur during the entry of its data to the **AT&T-(STATE)** 911 DBMS.

5. CLEC RESPONSIBILITIES WHERE CLEC IS DESIGNATED 911/E911 SERVICE PROVIDER

5.1 CLEC shall provide and maintain such equipment at the CLEC E911 Selective Router and the DBMS as is necessary to provide to **AT&T-(STATE)** E911 Emergency Services at parity with that of CLEC's End Users. CLEC shall provide **AT&T-(STATE)** access to CLEC's 911 System as described in this Section.

5.2 Call Routing

5.2.1 CLEC will route 911 calls from the CLEC E911 Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

5.2.2 CLEC will forward the calling party number (ANI) it receives from **AT&T-(STATE)** and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by **AT&T-(STATE)**, CLEC will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by **AT&T-(STATE)**, but no ALI record is found in the E911 DBMS, CLEC will report this "No Record Found" condition to **AT&T-(STATE)** in accordance with NENA standards.

5.3 Facilities and Trunking

5.3.1 CLEC shall provide and maintain sufficient dedicated E911 trunks from CLEC's E911 Selective Router to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

5.4 Database

5.4.1 Where CLEC manages the E911 Database, CLEC shall provide **AT&T-(STATE)** access to the E911 Database to store **AT&T-(STATE)**'s End User 911 Records (e.g., the name, address, and associated telephone number(s) for each of **AT&T-(STATE)**'s End Users). **AT&T-(STATE)** or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

5.4.2 Where CLEC manages the E911 Database, CLEC shall coordinate access to the CLEC DBMS for the initial loading and updating of **AT&T-(STATE)** End User 911 Records by **AT&T-(STATE)**.

5.4.3 Where CLEC manages the E911 Database, CLEC's E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e., facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

5.4.4 Where CLEC manages the E911 Database, CLEC shall provide an initial MSAG load and daily updates to **AT&T-(STATE)** for use in submitting MSAG valid End User record information to CLEC's DBMS. **AT&T-(STATE)** shall be responsible for accepting and maintaining the daily updates from CLEC.

6. AT&T-(STATE) RESPONSIBILITIES WHERE CLEC IS THE DESIGNATED 911/E911 SERVICE PROVIDER

6.1 Call Routing

6.1.1 **AT&T-(STATE)** will transport 911 calls from its End Offices to the CLEC POI(s). This traffic may be aggregated but not switched after **AT&T-(STATE)** End Office origination and prior to delivery to the CLEC E911 Selective Router. In the event **AT&T-(STATE)'s** End Office has End Users served by more than one E911 Selective Router network, **AT&T-(STATE)** **will transport 911 calls from its End Offices to the AT&T-(STATE) E911 Selective Router location** ***is technically incapable of segregation of its End Office 911 traffic destined for Intrado served PSAPs, AT&T-(STATE) may utilize the following call routing solutions***:

6.1.1.1. ***Split Wire Center Call Delivery Exception – Where AT&T-(STATE) is technically incapable of segregating its End User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center serves End Users both within and outside of the CLEC network serving area, AT&T-(STATE) shall work cooperatively with CLEC and the affected E911 Customer(s) (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E911 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split wire center, and (iii) to establish which E911 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider.*** **Where an End Office serves End Users both within and outside of the CLEC network serving area, AT&T-(STATE) shall work cooperatively with CLEC and the affected E911 Customer(s) (i) to establish call routing and/or call handoff arrangements, (ii) to establish which** E911 Service provider will serve as the "primary" Selective Routing provider for **direct trunking from the split wire center, determined by a clear majority based on the Number of Access Lines (NALs) served by the Designated Primary Wireline Service Provider and (iii) to establish which E911 service provider will serve as the "secondary" Selective Routing provider receiving a call hand-off from the primary Selective Routing provider.**

6.1.1.2. ***Intentionally Omitted Split Wire Center Call Delivery Cost - AT&T-(STATE) shall be responsible for any and all costs incurred by CLEC resulting from AT&T-(STATE)'s inability to segregate its End User 911 Service or E911 Service call traffic and resulting in call hand-offs from CLEC's network to another E911 service provider's network.***

6.1.1.3. ***Intentionally Omitted Split Wire Center "Partially Deployed" 911 Exception – Where AT&T-(STATE) is technically incapable of segregating its End User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End Users that are within CLEC's network serving area and End Users that have not deployed 911 Services or E911 Services, 911 call traffic for the entire end office shall be delivered to CLEC for call delivery to the appropriate PSAP.***

6.1.2 **AT&T-(STATE)** will forward the ANI information of the party calling 911 to the CLEC E911 Selective Router.

6.2 Facilities and Trunking

6.2.1 **AT&T-(STATE)** shall provide ***interconnection*** **E911** trunking with each CLEC E911 Selective Router that serves the exchange areas in which **AT&T-(STATE)** is authorized to and will provide telephone exchange service.

6.2.2 **AT&T-(STATE)** acknowledges that its End Users in a single local calling scope may be served by different E911 Selective Routers, and **AT&T-(STATE)** shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper CLEC ***POI(s)*** **E911 Selective Router location**.

6.2.3 **AT&T-(STATE)** shall provide a minimum of two (2) one-way outgoing 911 trunk(s) dedicated for originating 911 emergency service calls from its End Offices to each CLEC E911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

6.2.3.1 **AT&T-(STATE)** is responsible for providing a separate E911 trunk group for each county or other geographic area that **AT&T-(STATE)** serves if the E911 Customer for such county or geographic area has a specified varying default routing condition.

6.3 **AT&T-(STATE)** shall maintain facility transport capacity sufficient to route 911 traffic over trunks on dedicated 911 facilities between the **AT&T-(STATE)** switch and the ***CLEC POI(s)*** **AT&T-(STATE) E911 Selective Router location.**

6.3.1 **AT&T-(STATE)** shall provide sufficient trunking to route **AT&T-(STATE)**'s originating 911 calls to the designated CLEC E911 Selective Router. A diverse (i.e., separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. **AT&T-(STATE)** is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.

6.3.2 AT&T-(STATE) is responsible for determining the proper quantity of trunks from its switch(es) to the CLEC E911 Selective Router. **AT&T-(STATE)** is responsible for determining the proper quantity of facilities from its switch(es) to the ***CLEC POI(s)*** **AT&T-(STATE) E911 Selective Router location.**

6.3.3 **AT&T-(STATE)** shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law.

6.3.4 **AT&T-(STATE)** shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If **AT&T-(STATE)**'s traffic study indicates that additional 911 trunks are needed to meet

the current level of 911 call volumes, **AT&T-(STATE)** shall provision additional 911 trunks for interconnection with CLEC.

6.3.5 **AT&T-(STATE)** is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems **on *from* AT&T-(STATE)'s side of the POI *End Offices to the CLEC POI(s)*.** **AT&T-(STATE)** is responsible for advising CLEC of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying CLEC of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CLEC will refer network trouble to **AT&T-(STATE)** if no defect is found in CLEC's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times **and will work cooperatively until problems are resolved**.

6.4 Database

6.4.1 Once the 911 interconnection between **AT&T-(STATE)** and CLEC has been established and tested, **AT&T-(STATE)** or its representatives shall be responsible for providing **AT&T-(STATE)**'s End User 911 Records to CLEC for inclusion in CLEC's DBMS on a timely basis.

6.4.2 **AT&T-(STATE)** or its agent shall provide initial and ongoing updates of **AT&T-(STATE)**'s End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

6.4.3 **AT&T-(STATE)** shall adopt use of a Company ID on all **AT&T-(STATE)** End User 911 Records in accordance with NENA standards

6.4.4 **AT&T-(STATE)** is responsible for providing CLEC updates to the E911 database; in addition, **AT&T-(STATE)** is responsible for correcting any errors that may occur during the entry of their data to the CLEC 911 DBMS.

7. RESPONSIBILITIES OF BOTH PARTIES

7.1 **Both parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls to the 911 Selective Router(s).**

7.1.1 **AT&T-(STATE) and CLEC will cooperate to promptly test all trunks and facilities between their network(s) and Selective Router(s). The parties agree that they will not pass live traffic until successful testing is completed by both Parties.**

7.2 911 Surcharge Remittance to PSAP

7.2.1 The Parties agree that:

7.2.1.1 Each Party is responsible for collecting and remitting applicable 911 surcharges **or fees** from their respective End Users **directly** to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and

7.2.1.2 Each Party collecting and remitting 911 surcharges **from its respective End Users** is responsible for providing the 911 Customer detail**ed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines)** in accordance with Applicable Law.

7.2.2 For CLEC as a Reseller, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:

7.2.2.1 CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

7.2.2.2 AT&T-(STATE) shall include Reseller CLEC information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or

breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

7.3 ALI Database Responsibilities

7.3.1 Where CLEC has been designated the 911 Service Provider for a 911 Customer contiguous to an **AT&T-(STATE)** 9-1-1 Customer, **and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls),** each Party shall load pANI Shell Records and update ALI steering tables in their respective ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g., wireless 911 and nomadic VoIP calls).

7.3.3 Where CLEC has been designated the 911 Service Provider for a 911 Customer contiguous to an **AT&T-(STATE)** 911 Customer, **and where each Party's respective 911 Customer has requested the ability for PSAP-to-PSAP call transfer** the Parties shall work cooperatively to establish methods and procedures to support PSAP to PSAP call transfer with ALI for 911 calls.

7.4 Inter Selective Routing Trunks

7.4.1 Where CLEC is the E911 Service Provider for a 911 Customer that is contiguous to an **AT&T-(STATE)** 9-1-1 Customer, CLEC and **AT&T-(STATE)** may deploy bi-directional inter-SR trunking using one-way trunk configurations that will allow transfers between PSAPs subtending **AT&T-(STATE)** E911 Selective Routers and PSAPs subtending on CLEC Selective Routers. CLEC will be responsible for deploying and maintaining one-way trunks from CLEC's E911 routing network for PSAP call transfers from CLEC subtending PSAPs to **AT&T-(STATE)** subtending PSAPs. **AT&T-(STATE)** will be responsible for deploying and maintaining one-way trunks from the **AT&T-(STATE)** Selective Router for PSAP call transfers from the **AT&T-(STATE)** subtending PSAPs to CLEC subtending PSAPs.

7.4.1.1 Configuration of inter-Selective Router trunk groups shall be designed to support the existing E911 generic of the **AT&T-(STATE)** E911 Selective Router tandem. **AT&T-(STATE)** will notify CLEC of any upgrades to the **AT&T-(STATE)** E911 generic in the SR.

7.4.1.2 Each Party will have a sufficient number of inter-Selective Router tandem trunks to support simultaneous inter-Selective Router tandem PSAP call transfers such that a P.01 grade of service is attained.

7.4.1.3 Where technically feasible, each Party will establish and maintain appropriate Selective Routing trunk routing translations as necessary to support inter-tandem E911 PSAP call transfer capability requested by the 911 Customer.

7.4.1.4 Each Party will provide the appropriate number of one-way outgoing 911/E911 Trunks over diversely routed facilities **between Selective Routers** to enable transfer of 911 calls between PSAPs served by CLEC's E911 routing network and PSAPs served by **AT&T-(STATE)**'s E911 routing network.

7.4.1.5 **Intentionally Omitted*The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer and each Party shall notify the other of changes, additions, or deletions to their respective inter-Selective Router dial plans.***

7.4.1.6 Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Routing trunk(s), and work cooperatively to restore service in accordance with federal, state and local 911 rules.

7.4.1.7 Inter Selective Router trunks shall not require an Exhibit 1.

8. METHODS AND PRACTICES

8.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of the Party's Commission-ordered tariff(s), and (iv) the principles expressed in the recommended standards published by NENA.

9. CONTINGENCY

9.1 The terms and conditions of this Appendix represent a negotiated plan for providing access to 911 and E911 Databases, and provide trunking and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

9.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **AT&T-(STATE)** and CLEC. Each Party's specifications shall be documented in ***Exhibit I*** **a state specific form, if applicable. If applicable** CLEC shall complete its portion of ***Exhibit I*** **a state specific form** and submit it to **AT&T-(STATE)** not later than forty-five (45) days prior to the passing of live traffic. **AT&T-(STATE)** shall complete its portion of ***Exhibit I*** **a state specific form** and return ***Exhibit I*** **it** to CLEC not later than forty-five (45) days prior to the passing of live traffic.

9.3 The Parties must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which each Party's End Users are located. Each Party shall provide documentation of all requisite approval(s) to the other Party prior to use of the E911 connection for actual emergency calls.

9.4 Each Party has designated a representative who has the authority to complete ***additional Exhibit(s) I*** **any state specific forms** to this Appendix when necessary to accommodate expansion of the geographic area of either Party into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. Each Party must obtain approval of each additional ***Exhibit I*** **state specific form**, as set forth in Section 9.2, and shall furnish documentation of all requisite approval(s) of each additional ***Exhibit I*** **state specific form** in accordance with Section 9.2.

9.5 **Intentionally Omitted** ***In AT&T-(STATE) the state specific forms shall be submitted in lieu of the Exhibit 1 referenced in Sections 9.1, 9.2 and 9.4 hereof.***

10. BASIS OF COMPENSATION

10.1 Rates for access to the Parties' 911 and E911 Databases, trunking and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act as set forth in the **AT&T-(STATE)** Appendix Pricing **or the applicable Party's Commission-approved access tariff**.

11. LIABILITY

11.1 **AT&T-(STATE)**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **AT&T-(STATE)** shall not be liable to CLEC, its ***customers*** **End Users** or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **AT&T-(STATE)** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from CLEC until service is restored.

11.2 CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event CLEC provides E911 Service to **AT&T-(STATE)**, CLEC shall not be liable to **AT&T-(STATE)**, its End Users or its E911 calling parties or any

other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **AT&T-(STATE)** until service is restored.

11.3 Each Party agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss arising out of either Party's 911 System hereunder or out of either Party's **customers' or** End Users' use of the 911 System, whether suffered, made, instituted or asserted by their respective **customers or** End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by their respective **customers or** End Users or others.

11.4 Each Party also agrees to release, indemnify, defend and hold harmless the other Party from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the calling party accessing the 911 System provided hereunder.

EXHIBIT NO. 44

DOCKET NO.: 070736-TP

WITNESS: Mark Neinast

PARTY: AT&T

DESCRIPTION: Appendix 911 NIM (Network Interconnection Methods), attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 44
COMPANY AT+T
WITNESS Mark Neinast (MN-2)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # MN-2

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit MN-2

APPENDIX 911 NIM
(NETWORK INTERCONNECTION METHODS)

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APPENDIX CESIM

1. INTRODUCTION

1.1 This Appendix sets forth the terms and conditions that Network Interconnection Methods (NIM) are provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC). This Appendix describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of 911/E911 traffic between **AT&T-(STATE)**'s End Users and CLEC 911 Customers.

1.2 **Network Interconnection Methods** (NIMs) include, but are not limited to, Physical Collocation; Virtual Collocation; Fiber Meet Point; and other technically feasible method of obtaining Interconnection, which is incorporated into the Interconnection Agreement by amendment. One or more of these methods may be used to effect the Interconnection.

2. AT&T-(STATE) NETWORK

2.1. **AT&T-(STATE)**'s network is partly comprised of End Office switches and Tandem Switches. **AT&T-(STATE)**'s network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and **AT&T-(STATE)**'s End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given Selective Router area, the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.

2.2. Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the **AT&T-(STATE)** network **(Selective Router location)** identified by CLEC where the Parties deliver 911/E911 traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. ***This POI may be the AT&T Selective Router or any other point on the AT&T-(STATE) network where AT&T-(STATE) is the Designated E911 Service Provider and, CLEC may seek to establish more than one POI for the redundancy of the E911 interconnection. Where CTESC is the Designated E911 Service Provider the POI shall be on the CLEC network and serve as a demarcation point between the facilities that each Party is responsible to provide.***

2.3. Each Party is responsible for the facilities to its side of the POI(s) and may utilize any Method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s).

2.4. Either Party must provide thirty (30) days written notice of any intent to change to the physical architecture plan.

2.5. Technical Interfaces

2.5.1 The Interconnection facilities provided by each Party shall be formatted using either Alternate Mark Inversion (AMI) line code with Superframe format framing or Bipolar 8 Zero Signaling (B8ZS) with Extended Superframe format framing or any mutually agreeable line coding and framing.

2.5.2 Electrical handoffs at the POI(s) will be at the DS1 or DS3 level. When a DS3 handoff is agreed to by the Parties, **AT&T-(STATE)** will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.

2.5.3 When the Parties demonstrate the need for Optical handoffs at the OC-n level, the Parties will meet to negotiate specific Optical handoff needs.

3. METHODS OF INTERCONNECTION *TO AT&T-(STATE)*

3.1. Physical Collocation

3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to ***the POI(s)* an AT&T-(STATE) Selective Router location** and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation.

3.2. Virtual Collocation

3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to ***the POI(s)* an AT&T-(STATE) Selective Router location** and wishes for **AT&T-(STATE)** to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation. Virtual Collocation allows CLEC to choose the equipment vendor and does not require that CLEC be Physically Collocated.

3.3. Fiber Meet Point

3.3.1 Fiber Meet Point between **AT&T-(STATE)** and CLEC can occur at any mutually agreeable and technically feasible point ***on the* at an AT&T-(STATE) *network* Selective Router location associated with each local exchange or LATA**.

3.3.2 When the Parties agree to interconnect their networks pursuant to the Fiber Meet Point, a single point-to-point linear chain SONET system must be utilized. Only 911 **end office and inter Selective Router** Trunk groups shall be provisioned over this jointly provided facility.

3.3.3 Neither Party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet Point will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment.

3.3.4 Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties.

3.3.5 Discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated only upon mutual agreement. Facilities will be planned for to accommodate the verified and mutually agreed upon trunk forecast for the 911 Trunk group(s).

3.3.6 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

3.3.7 CLEC will provide fiber cable to the last entrance (or **AT&T-(STATE)** designated) manhole at the ***POI(s)* AT&T-(STATE) Selective Router location**. **AT&T-(STATE)** shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic

facilities into that manhole. CLEC will provide a sufficient length of fiber cable for AT&T-(STATE) to pull through to the AT&T-(STATE) cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI(s). AT&T-(STATE) shall take the fiber from the manhole and terminate it inside AT&T-(STATE)'s office at the cable vault at AT&T-(STATE)'s expense. In this case the POI shall be at the AT&T-(STATE) designated manhole location.

3.3.8 Each Party shall provide its own source for the synchronized timing of its FOT equipment.

3.3.9 CLEC and AT&T-(STATE) will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated in Section **4 5** of this Appendix.

3.4. Other Interconnection Methods

3.4.1 The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.

4. METHODS OF INTERCONNECTION TO CLEC

4.1. Virtual Collocation

4.1.1 ***When AT&T-(STATE) provides its own facilities or uses the facilities of a third party to the POI(s) and wishes for CLEC to place transport terminating equipment at that location on AT&T-(STATE)'s behalf, AT&T-(STATE) may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation. Virtual Collocation allows AT&T-(STATE) to choose the equipment vendor and does not require that AT&T-(STATE) be Physically Collocated.***

4.2. Other Interconnection Methods

4.2.1 *The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.*

5. NETWORK RESPONSIBILITIES OF THE PARTIES

5.1. ***Intentionally Omitted.*** **For each Interconnection within an AT&T-(STATE) Selective Router area, CLEC shall provide written notice to AT&T-(STATE) of the need to establish Interconnection with each Selective Router. CLEC shall provide all applicable network information on forms acceptable to AT&T-(STATE) (as set forth in AT&T's CLEC Handbook, published on the CLEC website).**

5.2. Upon receipt of CLEC's notice to Interconnect, the Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.

5.3. Either Party may add or remove additional switches. The Parties shall provide ***30*** **120** days written notice to establish **such** ***additional*** Interconnection ***arrangements or re-arrangement of***

existing interconnections; and the terms and conditions of this Agreement will apply to such Interconnection.

5.4. The Parties recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on its side of the POI.

EXHIBIT NO. 45

DOCKET NO.: 070736-TP

WITNESS: Mark Neinast

PARTY: AT&T

DESCRIPTION: Facilities and Trunks, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 45
COMPANY AT&T
WITNESS Mark Neinast (MN-3)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # MN-3

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit MN-3

FACILITIES AND TRUNKS

Q. WHAT IS THE DIFFERENCE BETWEEN FACILITIES AND TRUNKS?

A. A facility is a physical medium used to connect two points on a network or two different networks. Facilities in the AT&T Florida network are primarily made of copper or fiber optic cable. Facilities are used to establish physical connectivity between two points. When two telecommunications companies interconnect their networks together, facilities are physically connected, linking the two networks to one another. The point at which this connecting or linking takes place is known as the Point of Interconnection ("POI"). The physical linking of the two companies' facilities creates an end-to-end facility path that will allow each company to establish the trunking network between their switches. It is common to see facilities referred to in terms of their data capacity, such as DS1, DS3, OC3, OC12, etc.

Trunks utilize ports on a switch and are used to create a dedicated talk path from one switch to another. Between switches, there is typically a need for more than one talk path, so multiple trunks are grouped together by software in what is referred to as a Trunk Group ("TG"). Each TG will be dedicated for calls between the two switches. When an end user served by one switch wants to call an end user served by another switch, the originating switch routes the call to a particular TG, based on the NPA-NXX (dialed digits) of the end user being called. Within the TG, an idle

trunk is identified and is then dedicated to that call for the duration of the call. Consequently, no other call can use that trunk until the current call is completed. Consequently, in the 911 arena, the dialed digits 911 are referred to as an "N11" code, whereas N is a number between 2-9. Routing to a TG is performed in the same manner, using the dialed digits to "steer" the call through the network.

Q. CAN YOU ESTABLISH TRUNKS WITHOUT FACILITIES?

A. No. Trunks ride over facilities. Without a facility to ride, calls between switches cannot be established. Similarly, simply having a facility between two points is not enough to complete a call. A trunk must ride the facility for a call to be completed. Trunks and facilities work hand-in-hand so calls can be completed.

The distinction between a trunk and a facility is illustrated in the diagram below. In this illustration a physical facility (e.g., DS1) exists between Central Office A and Central Office B (the pipe). Trunks (represented by the thin lines) are then provisioned over the facility to establish the talking paths between the two switches.

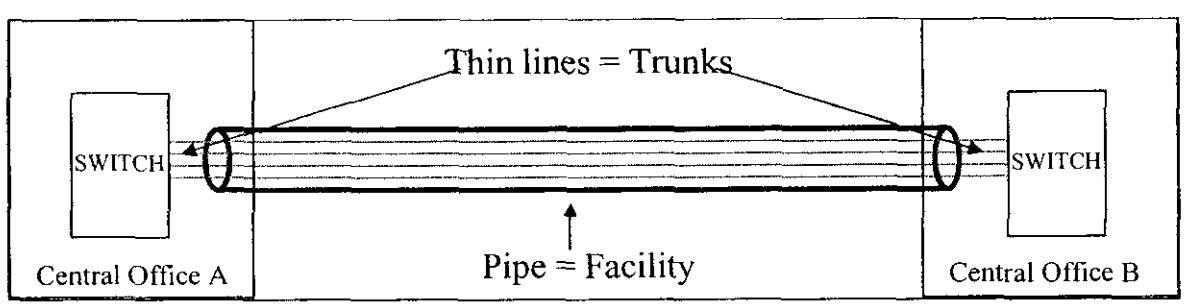


EXHIBIT NO. 46

DOCKET NO.: 070736-TP

WITNESS: Mark Neinast

PARTY: AT&T

DESCRIPTION: National Emergency Number Association (NENA) Standard for Enhance 9-1-1 Default Routing Assignments and Functions, attached to direct testimony

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 46
COMPANY AT&T
WITNESS Mark Neinas (MN-4)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # MN-4

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit MN-4

NENA Standard for Enhanced 9-1-1 (E9-1-1) Default Routing Assignments and Functions

NENA Standard for E9-1-1 Default Assignment and Call Routing Functions
NENA 03-008, Version 1, January 19, 2008

Prepared by:
National Emergency Number Association (NENA) Technical Committee Chairs

Published by NENA
Printed in USA

NENA STANDARDS

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NENA's Technical Committee has developed this document. Recommendations for change to this document may be submitted to:

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1 Executive Overview

1.1 Purpose and Scope of Document

This "NENA Recommended Standard for E9-1-1 Default Assignment and Call Routing Functions" document provides an overview of various database and network specifications and requirements related to Default Routing of 9-1-1 calls. It is intended to help local authority; database and/or network administrators select a model in the development of standard default routing arrangements. It identifies and defines methods used to assign defaults and route 9-1-1 calls when circumstances prevent normal selective routing. Each approach is used during a specific set of circumstances; similarly a specific set of circumstances shall determine which approach is most appropriate.

1.2 Reason to Implement

While default routing schemes are critical to an E9-1-1 compliant set of database and network design, throughout much of the 9-1-1 community, there is misunderstanding from time to time about the methods used to route 9-1-1 calls when circumstances prevent typical routing. This document aims at describing such circumstances and the method(s) used in such circumstances which shall give the community a common foundation for discussing default call routing schemes.

It shall be recognized that the rationale for default management within database and network components and for default call routing is in an evolution with the advent of new communication mechanisms generating the end of local rate center number assignment restriction and the introduction of geographic number portability.

1.3 Benefits

Use of this "NENA E9-1-1 Default Assignment and Call Routing Functions" Standard will:

- foster a common understanding of terms used in the assessment, determination and deployment of default call routing for emergency services;
- foster fundamental default management rationale for databases;
- explain default call routing ;
- foster increased communication regarding default call routing selections in the planning of E9-1-1 deployments;
- provide alternatives to switch/network vendors regarding desired operational attributes; and
- foster a common set of standards to complete 9-1-1 calls to designated PSAPs when normal selective routing cannot be invoked.

1.4 Operational Impacts Summary

Default-routed calls arrive at the PSAP much like any other call, but may have originated from a neighboring area outside the PSAP's jurisdiction. If a PSAP is designated to receive default-routed calls, provisions must be made in advance for transferring those calls to the appropriate PSAP(s). This will require PSAPs to work with their 9-1-1 System Service Provider and governing authority

to negotiate default routing assignments that are the best possible choices for the specific circumstances, recognizing that those assignments may vary based on the footprints and technologies of the originating Communications Service Providers. If possible, it should also include the creation of "speed-dial" or "one button" transfer programming in the PSAP CPE, to facilitate the transfer as quickly as possible and eliminate human dialing errors.

1.5 Document Terminology

The terms "shall", "must" and "required" are used throughout this document to indicate required parameters and to differentiate from those parameters that are recommendations. Recommendations are identified by the words "desirable" or "preferably".

1.6 Reason for Issue/Reissue

This document details the processes and procedures to be followed by all NENA Technical Committee leaders and members. NENA reserves the right to modify this document. Whenever it is reissued, the reason(s) will be provided in this table.

Issue #	Date	Reason For Changes
Original	01/19/2008	Initial Document

1.7 Date Compliance

All systems that are associated with the 9-1-1 process shall be designed and engineered to ensure that no detrimental, or other noticeable impact of any kind, will occur as a result of a date/time change up to 30 years subsequent to the manufacture of the system. This shall include embedded application, computer based or any other type application.

To ensure true compliance, the manufacturer shall upon request, provide verifiable test results to an industry acceptable test plan such as Telcordia GR-2945 or equivalent.

1.8 Anticipated Timeline

The assessment, determination, deployment or implementation of default management shall take place as required.

1.9 Costs Factors

This document provides standards regarding default assignment and call routing. Compliance with the standards will be dependent upon the associated database, local and 9-1-1 Control Office switch capabilities. Cost factors will be associated with these system components to the degrees that database and switch upgrades or changes are required. Cost factors associated with other alternate

routing procedures will have potential impact to the local service provider, local 9-1-1 System Service Provider (SSP) and the PSAP – to the degree that the procedures are fully deployed.

1.10 Cost Recovery Considerations

Cost recovery will be dependent upon legislative and regulatory cost recovery mechanisms for E9-1-1 deployment in each state or province.

1.11 Acronyms/Abbreviations/Definitions

This is not a glossary! See NENA 00-001 - NENA Master Glossary of 9-1-1 Terminology located on the NENA web site for a complete listing of terms used in NENA documents.

The following Acronyms are used in this document:	
Acronym	***Description***
ALI	Automatic Location Identification
ANI	Automatic Number Identification
ATIS	Alliance for Telecommunications Industry Solutions
CSP	Communications Services Provider
ESRD	Emergency Services Routing Digit
ESRK	Emergency Services Routing Key
ESQK	Emergency Services Query Key
MSC	Mobile Switching Center
pANI	Pseudo-ANI
PSAP	Public Safety Answering Point
SR	Selective Router

1.12 Intellectual Property Rights Policy

1.12.1 General Policy Statement

NENA takes no position regarding the validity or scope of any Intellectual Property Rights or other rights that might be claimed to pertain to the implementation or use of the technology described in this document or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any independent effort to identify any such rights.

NENA invites any interested party to bring to its attention any copyrights, patents or patent applications, or other proprietary rights that may cover technology that may be required to implement this standard.

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2 Introduction

This document is a complement to NENA 03-001and 03-501 documents regarding NENA recommendations for Network Quality Assurance and as deemed applicable to other NENA standards and technical information documents addressing directly or partially the subject of default routing.

The major distinguishing feature of Enhanced 9-1-1 (E9-1-1) is the ability to selectively route a 9-1-1 call to a designated Public Safety Answering Point (PSAP) based upon the caller's location. However, there are times when, even in an Enhanced 9-1-1 network, a call cannot be routed to the designated Primary PSAP. Unique and specific terminology is used to describe each set of circumstances when such call cannot be properly routed.

This document will try to depict such circumstances and to offer potential solutions to help lessen the impact on call taking and dispatch activities. It shall address both the default assignment rationale within the databases and call routing determination in the network environment.

2.1 Call Routing Facts

9-1-1 call routing accuracy may be affected by various factors ranging from lack of up-to-date identification of the subscriber's service address/calling location; delay in service order processing; default call routing rules used to support the subscriber's NPA NXX, the serving area or the network elements; the manner in which a carrier provides local end office trunking to the designated E9-1-1 Control Office; the 9-1-1 network infrastructure or even the way a reseller offers its local service.

It must be recognized that "default call routing" by definition may result in having some emergency calls reach a PSAP not directly responsible for the subscriber's location. Local authorities, E9-1-1 System Service Providers and carriers should ensure that default call routing impacts are minimized through the appropriate association of trunk groups with defined geographic areas. Further, unless using Enhanced MF (EMF) , Signaling System 7 (SS7), Internet Protocol (IP) type trunking, all carriers must provide NPA-specific MF E9-1-1 trunk groups within those exchanges served by more than one NPA.

It must also be recognized that "default" call routing is not the same as a "misroute". Misrouted calls are generally caused by incorrect information associated with the caller due to a human or mechanical failure, whereas default routed calls are caused by a lack of selective routing information.

By following the basic provisioning specifications outlined herein, carriers and service providers should be able to provide for an efficient delivery of E9-1-1 calls to a designated authority, even

when normal routing cannot be accomplished, thereby helping to prevent extreme situations that delay a life-saving response.

It is assumed that the use of Signaling System 7 (SS7) and SIP (Session Initiated Protocol, used in VoIP) will eliminate the occurrence of ANI failures. Their deployment will not, however, eliminate instances where data associated with the ANI has not been loaded into the appropriate 9-1-1 databases used to route and deliver the call. Therefore, the ability to default route a call remains a necessary function in all types of signaling protocols.

2.1.1 Assumptions

To achieve call routing functions, the critical and complex nature of the E9-1-1 network may utilize some of the following design provisions:

- LEC end office coverage areas will not coincide with municipal or county boundaries;
- E9-1-1 interconnection trunks must conform to E9-1-1 features as determined by applicable standards and protocols. At a minimum, it must be capable of providing the caller's ANI;
- E9-1-1 trunk groups should be dedicated and diversely routed, where applicable and available;
- E9-1-1 trunk groups should be provisioned to support a P.01 grade of service as outlined in NENA 03-001 and 03-501.
- *Alternate/Competitive LEC NXX application may not mirror* ILEC end office coverage areas, and therefore may not mirror ILEC trunk groups or ILEC trunk group default assignments;
- A minimum of two 9-1-1 interconnection trunks per trunk group are prescribed for survivability;
- E9-1-1 calls must be routed to the E9-1-1 Control Office switch(es) (also called Selective Routers or SRs) designated for the caller's geographic area;
- When Multi Frequency (MF) protocol is used, a 9-1-1 trunk group is required for each NPA in the end office; and
- Current E9-1-1 design defines ANI default on per trunk group basis. Migration to more flexible designs may rely on future Intelligent Network capabilities.

Federally mandated services and local competition affecting 9-1-1 may not follow the same outline assumptions as were true when E9-1-1 was originally designed. Some previously standard capabilities such as default call assignment and routing may not work the same way for new services or service providers.

2.2 Default Call Routing at Failure Points

Technically, default routing happens at specific places, as a result of specific events (or lack of them). During the process of a call, the following text starts at the first place it could be default routed and works its way through to the last place.

2.2.1 Wireline end office

- Primary trunk route
- Secondary trunk route
- Default route(s)
  - 10 digit number
  - O-
  - Call Diverter (INB) unit

2.2.2 Wireless MSC

- Primary trunk route
- Secondary trunk route
- Default route(s)
  - MSC default assignment
  - 10 digit number(s)

2.2.3 VSP via ESGW

- Primary trunk route
- Secondary trunk route
- Default route(s)
  - Contingency Routing Number (CRN)

2.2.4 9-1-1 SR

- Default Routing Reasons:
  - No ANI (in form of ANI, ESRD, ESRK, ESQK)
  - Garbled/Partial ANI
  - Unrecognized ANI
- Routing based on incoming TG
- Routing based on NPA-NXX or NPA-NXX-X

2.3 Default Assignment Model

Default ESN assignment is required to allow the processing of E9-1-1 calls by the E9-1-1 Control Office to the pre-determined PSAP for call handling in the event of certain hardware and software failures for routing E9-1-1 calls or when no information is populated in the E9-1-1 SRDB that prevents the delivery of the routing information.

The E9-1-1 Control Office switch uses various call routing keys and default values. The assignment process used for E9-1-1 service usually are:

1. The E9-1-1 DBMS uploads **all** validated wireline telephone number, wireless cell site/sector specific Emergency Service Routing Digit (ESRD) or destination PSAP specific Emergency Service Routing Key (ESRK) (e.g., NPA-511-XXXX), Private Branch eXchange (PBX) Emergency Line Identification Number records to the designated E9-1-1 SRDB table(s), using an embedded process. These 10-digit Directory Numbers (DN) are identified as **TN exception routing** keys.
2. For **traditional wireline services**, the **NPA-NXX default ESN** routing scheme takes place when the wireline TN is not available in the E9-1-1 Selective Routing Database.
3. There shall be **no NPA NXX default ESN** assigned to any **wireless NXX** codes used for ESRD or ESRK records. This is distinct from wireline services where an NPA-NXX is usually associated with only one or very few Municipalities. The wireless-specific NPA-NXX code used for ESRD numbers is used across the NPA that covers multiple Municipalities and 9-1-1 agencies. Never set a default ESN to wireless ESRD's or ESRK's NXX, as it CANNOT relate to a most appropriate Primary PSAP.
4. Likewise, a **default ESN** shall **not be assigned to NPA NXX** to any NXX codes used for VoIP Emergency Services Query Keys (ESQK). The reason is that while the NPA-NXX , may initially be usually associated with only one or very few Municipalities, when the device migrates, the IP-specific NPA-NXX code used for ESQK numbers may be used outside an area that covers multiple Municipalities and 9-1-1 agencies. Never set a default ESN to IP ESQK's NXX, as it CANNOT relate to a most appropriate Primary PSAP.
5. A wireline **incoming Trunk Group default ESN** is required when the TN and the NPA-NXX are not present in the E9-1-1 Selective Routing Database.
6. As well, for wireless E9-1-1 Service, the most likely default will be using the **wireless trunk group's Default ESN**. All incoming wireless E9-1-1 trunk groups shall be assigned a default ESN associated with the Municipalities / Primary PSAP it serves. That default is to be used to appropriately route wireless E9-1-1 calls when no ESRD or ESRK is received or the ESRD or ESRK is not available in the E9-1-1 Selective Routing Database. To achieve this process, the Wireless Service Provider (WSP) shall be requested to implement a dedicated E9-1-1 trunk group per Municipality / Primary PSAP. Where the WSP interconnects to dual E9-1-1 Control Office switches serving the designated Primary PSAP, a default ESN must be set for each trunk group.
7. The calls using the **inter-tandem trunk group default ESN**, that need to be default routed when they reach the 9-1-1 Control Office switch, should be pointing to the most appropriate Primary PSAP for that switch. This will require negotiation with the E9-1-1 Authorities in the switch sevring area, because calls could have originated anywhere in the 9-1-1 Control Office area.

2.4 Routing and Default Parameters Summary

The following is a brief description of the steps taken by the E9-1-1 System Service Provider to define an E9-1-1 serving area and the E9-1-1 routing implemented at time of cutover: (may vary from SSP to SSP):

1. In conjunction with the appropriate 9-1-1 Authority representative, the E911SSP shall map all involved emergency dispatch boundaries.
2. Emergency Service Zones (ESZ) are defined for each area that contains the same emergency dispatch agencies. (ESZ defines the 9-1-1 PSAP and emergency dispatch agencies for 9-1-1 calls originating within that zone).
3. An Emergency Service Number (ESN) is assigned to each ESZ.
4. All addresses within an ESZ are assigned the corresponding ESN number.
5. A default ESN may be assigned to each NXX based on the most appropriate serving PSAPs. See number 7 below.
6. A default ESN is assigned to each incoming 9-1-1 trunk group.
7. Each ANI / telephone number in the SRDB is assigned an ESN based on the validated service address. Although in many cases not all numbers are actually entered in the SRDB. If there is commonality between individual TNs in any given NPA-NXX range, a "wild card" entry technique may be employed by the E911SSP, whereby all TNs within a given range would be considered to be assigned the same ESN.

2.4.1 Default ESN assigned to NPA-NXX

Regulatory and traditional network specifications dictate that LECs provision at least one NXX per exchange. In most E9-1-1 Systems, the E9-1-1 Database Management Systems (DBMS) and E9-1-1 Control Office establishes a "Predominant ESN" at the 10,000 block level (i.e., NPA-NXX level). The assignment of the Predominant ESN for that NPA-NXX may be set using the Default ESN assigned to the incoming E9-1-1 trunk group that supports the NPA-NXX. The Default ESN in the SRDB is replaced at the line level (NPA-NXX-XXXX) with an ESN assigned to the individual number based on the service location of the number upon completion of a service order. In this scenario, any call arriving at the E9-1-1 Control Office using an ANI that has not been loaded using the service order process will Default Route using the Default ESN assigned to the incoming trunk group.

It should be noted that most E9-1-1 systems do not change ESN assignments in the switch based SRDB for individual telephone numbers when service is disconnected – only when new service is provisioned or when the service location changes. A disconnected number will retain its last ESN assignment until changed by a subsequent provisioning service order that reassigns the number. This is one of the reasons that service orders must be processed by the E9-1-1 system either before or immediately after service is provisioned, so as to prevent misrouting of calls based on a previous

ESN assignment that is no longer valid. Systems that use an SRDB residing in the ALI database do not have this issue.

2.4.2 Default ESN assigned to NPA-NXX-X (Predominant ESN)

Some E9-1-1 Database Management Systems (DBMS) and E9-1-1 Control Offices utilize a method of managing ALI and SRDB records that does not require an ALI record to be in the ALI database in order for the SRDB to return an ESN to the E9-1-1 Control Office. When the E9-1-1 Control Office queries the SRDB using an ANI for which no ALI record currently exists, the SRDB returns the ESN that occurs most frequently among the ALI records that have been processed for telephone numbers out of the same range of 1,000 numbers (i.e. NPA-NXX-Y000 thru NPA-NXX-Y999). This Predominant ESN is then used to route the 9-1-1 call, rather than having to use the default ESN of the incoming trunk group.

2.4.3 Default Routing Based on incoming E9-1-1 Trunk Group

It is recommended that all CSPs provision such number of E9-1-1 trunk groups as required to ensure that in the event of ANI failure, E9-1-1 calls are default routed to the most appropriate primary PSAP.

2.4.4 Default ESN Acquisition

Default ESNs for a pre-determined service area are assigned by the E9-1-1 Database Management System after discussion and/or negotiation with the local authority (PSAP/municipality/county). It is recognized that discussions involving the local authority and the LEC may be required to determine if additional E9-1-1 trunk groups will be required in cases where more than one municipality or county is served by the same primary PSAP.

2.4.5 Default ESN Selection

The logic behind default ESN selection, as well as default assignment rationale, starts at the DBMS level and is, primarily, a manual process.

Most default Emergency Service Number (ESN) codes are created and assigned within the Database Management System (DBMS). This is usually the result of a meticulous relationship between the DBMS assignment and the Selective Routing Database (SRDB) routing table creation, population and management schemes.

While the SRDB acts on ESN triggers, the DBMS creates and assigns them to each applicable telephone and administrative routing number. In addition, some DBMS systems transfer only those "exception" records to the SRDB. An exception record has an ESN value assigned that is distinct from its NPA-NXX (or NPA-NXX-X) default ESN assigned within the DBMS. That data transfer concept was put in place to help support transfer link and low SRDB size capability, not to mention SRDB data recovery mechanisms.

With the advent and propagation of out-of-exchange (out-of-territory) NPA-NXX codes within an E9-1-1 serving area, it becomes more and more important to manage the default ESN at the municipality, county, state/province level, rather than at the NPA-NXX level. Some DBMS are assigning default ESNs at the municipality level. Where such practice is implemented, while NPA-NXX-based default ESNs may still exist at the DBMS level, they cannot be used at the SRDB level.

This means that a telephone or routing number located or assigned in Philadelphia, PA would have one ESN assigned to it by default unless a specific exception ESN is assigned to that specific number. One could assign a California-based number to a device located in Philadelphia, and providing that the service provider can route 9-1-1 calls to the E9-1-1 Control Office serving Philadelphia,, AND having no NPA-NXX default assigned for the associated NPA-NXX in the local E9-1-1 SRDB, the 9-1-1 call would default route to the Philadelphia PSAP based on the incoming trunk group default ESN.

2.4.6 New NPA-NXX Assignment Notification

For each new NPA-NXX assignment, the E9-1-1 System Service Provider requires information to assign a specific default Emergency Service Number (Default ESN), in the E9-1-1 DBMS and the E9-1-1 SRDB, for emergency call routing purposes. Otherwise, a processing error / reject and call routing errors would occur. It is the responsibility of the LEC to notify the E9-1-1 System Service Provider of new or additional NPA-NXX assignments prior to the establishment of the E9-1-1 data exchange, to meet NPA-NXX to Default ESN routing assignment.

- When a LEC receives confirmation that a new NPA-NXX is to be opened in one of its switches, and it will service an E9-1-1 served area, the LEC must validate the new NPA-NXX coverage as compared to the 9-1-1 authority's coverage;
- The LEC must confirm Emergency Service Zone default routing for that NPA-NXX with the appropriate municipality if "wild card" default assignments are used;
- The LEC advises the E9-1-1 System Service Provider of the default routing agreement;
- The E9-1-1 System Service Provider assigns a default routing ESN for that new NPA-NXX if they use such routing schemes in their system;
- The E9-1-1 System Service Provider adds the information to the E9-1-1 databases as needed.

2.4.7 Area of Coverage for an Assigned Default ESN

Pre-determined default ESNs are specified by the 9-1-1 Database Management System operator and can be assigned to cover NPA(s), counties, rate centers or an individual municipality. These assignments are negotiated between the E9-1-1 SSP and the 9-1-1 authority(ies) served by the E9-1-1 Control Office.

2.4.8 Default Assignment Procedures

The E9-1-1 System Service Provider establishes a Default ESN code for each incoming trunk group and each applicable NPA-NXX (if applicable), based on each CSP's specific coverage information.

- The originating LEC advises the E9-1-1 System Service Provider of the selected default routing specifications based on municipal ESZ for each of its NPA-specific E9-1-1 trunk groups and each NPA-NXX fully or partially serving an E9-1-1 service area;
- The E9-1-1 System Service Provider assigns a specific default routing ESN to each incoming trunk group and (if applicable) to the new NPA-NXX;
- The E9-1-1 System Service Provider populates the information in the 9-1-1 databases as needed.

2.4.8.1 Assigned by NPA

A default ESN should never be assigned by NPA, unless that entire NPA service area is covered by a single PSAP.

2.4.8.2 Assigned by County or Municipality

Where requested, every service provider should establish one end office (or equivalent) to E9-1-1 Control Office trunk group per County (or equivalent jurisdiction) so that ANI failure or No Record Found (NRF) default routed calls will be directed to a PSAP in that County (or equivalent jurisdiction). It is essential to negotiate a default PSAP agreement with the applicable 9-1-1 authority. An exception might be where the LEC service area is primarily in a metropolitan area which has a PSAP, which would also act as the county default until service expands to full county coverage.

2.4.8.3 Assigned by Local PSAP Serving Area

A Default ESN is often assigned by local PSAP serving area. A 9-1-1 authority may determine it is appropriate to set multiple default assignments to distribute default calls from wireline, wireless, VoIP (and etc.) sources. Such practice must be closely monitored to ensure equitable distribution to all participating PSAPs.

2.4.8.4 Assigned by Traditional Rate Center

A traditional Rate Center may overlap more than one E9-1-1 service area. The local authorities shall determine and agree with the most appropriate set of default assignments. A potential complicating factor would be if adjacent agencies within such assigned areas are not be served by the same E9-1-1 Control Office(s). In those cases, inter-tandem services may be required to address the issue.

2.4.8.5 Assigned by Consolidated Rate Center

Rate Center Consolidation (RCC) might be implemented over an extensive geographic territory. A good example is the Denver, CO area. The RCC covers seven counties surrounding the Denver-Boulder metro area. On top of that, the Colorado Public Utilities Commission agreed to an NPA Overlay of the 303 NPA. Compounding the problem of these number conservation schemes was the fact that at the time of deployment there were multiple E9-1-1 Control Offices the RCC area. RCC could further exacerbate the situation if the 9-1-1 authority boards affected by these conservation measures are not willing, or neglect to designate a single Default PSAP location for default routing. Thus, in order to accommodate all the various default route designations and the NPA Overlay, a LEC with a single EO serving the Denver rate center had to deploy multiple 9-1-1 trunk groups. The only alternative was to designate each of the default routes as a unique rate center (or you could use line class coding in the originating central office) and build the line level translations accordingly based on the location of the end user. NENA does not recommend the use of LCCs, unless the CSP has mechanized capabilities to ensure such end office level translations are kept up-to-date at least consistent with the way other typical DBMS/SRDB records are updated.

2.4.8.6 Assigned by Mobile Switching Center (used for Wireless)

Another condition may arise when wireless carriers bring up cell sites/sectors for testing without having the information entered in the appropriate 9-1-1 database(s). Wireless 9-1-1 calls may hit such cell sites/sectors and may need to be routed to a PSAP designated as default for the entire Mobile Switching Center (MSC) system (which may straddle state or provincial boundaries). It is often difficult to get one PSAP to agree to be such a default answering point. It is very important that a wireless carrier supply the necessary information for the appropriate E9-1-1 database(s) prior to such testing, even if the site/sector may only be up a very short testing time and then taken off line again for a long period of time.

2.4.8.7 Recommended Actions to Reduce the Incidence of Default Routing

- Shorten the timeframe associated with updating the SRDB tables
- Require MSAG validation for order entry
- Require coordination for updating both the ALI & SR databases
- Shorten the timeframe associated with updating the DBMS;
- Speed up error correction processes
- Complete loading of pANI shell records for wireless and VoIP prior to service testing and activation

2.4.9 Impact of Large Serving Areas

When service providers serve large geographical areas that overlap numerous existing wire centers, using the same NXX as well as provide E9-1-1 service via a single E9-1-1 trunk group, the E9-1-1 default routing mechanisms fail to function effectively. That results in:

- 9-1-1 calls being directed to PSAPs that are geographically separated by great distances and not responsible or familiar with the caller's location and emergency dispatch agencies;
- delay in providing a response to a 9-1-1 emergency call
- In some cases PSAPs have advised the E9-1-1 System Service Provider that they do not want to receive 9-1-1 calls that do not originate in their territory, further exacerbating the ability of the E911SSP to deliver the call somewhere that can try to aid the caller
- Large serving areas may necessitate the use of class marking or a reduction in the number of rate centers in order to achieve default areas of manageable size.

2.5 ESIF – SG B Activities on Default Routing

The Alliance for Telecommunications Industry Solutions (ATIS) – Emergency Services Interconnection Forum (ESIF) has asked its sub-working group B (SG-B) to look at wireless default and alternate requirements. Various issues have been documented and are available at the ESIF web site, including:

ESIF-01	Default processes in the routing of wireless 911 calls
ESIF-03	Methodology for the monitoring of overflow conditions on PSAP trunks
ESIF-04	MSC overflow to 7/10 digit numbers when all 9-1-1 circuits are busy
ESIF 39	Post Deployment Cell Site Additions – Provisional Routing

2.6 Overflow Routing vs. Default Routing

Overflow routing is a method of assigning secondary trunk routes for transmission of E9-1-1 calls when the primary trunk route between the originating office and the E9-1-1 Control Office, or between two E9-1-1 Control Offices, is "traffic busy" (all trunk members are occupied with a call in progress) or temporarily out of service.

Overflow Routing is not a form of Default Routing and should not be confused with it. Overflow Routing takes place when a primary path is not available. Default Routing takes place when information required for routing is not available.

Not all 9-1-1 networks are designed with overflow trunk routes. It is a negotiation point between the E911SSP and the 9-1-1 administrative agency as to whether the originating network element (LEC end office, wireless MSC, etc) should be programmed to overflow 9-1-1 calls to a 7 or 10-digit number provided by the 9-1-1 agency.

3 Considerations and Recommendations

The relationship between municipal boundaries, NXX serving area and E9-1-1 trunk group serving areas is critical to the operation of the E9-1-1 system and must be maintained by all Communications Services Providers interconnecting to the E9-1-1 system. Any deviations from the established "norm" may result in operational problems and increased liabilities for PSAP operators, E9-1-1 System Service Providers and CSPs.

Should CSPs choose to serve a broad geographic area using a single switch/server they should provide multiple E9-1-1 trunk groups (associated with defined geographic areas) to mitigate the misrouting of 9-1-1 calls.

3.1 Assumptions:

- If the operational procedures are solid it is perfectly feasible to provide statistically perfect routing based on the traditional routing reference by telephone number.
- An SS7 environment anticipates this level of database quality.
- *Extensive efforts to accommodate default routing are likely to exacerbate the potential for* errors by adding increasingly hard-to-audit elements to the system. The "simple" approach generally has its advantages.
- Most rate centers are served by a PSAP that has the resources and knowledge base to answer non-routable calls and manage them effectively.
- Some E9-1-1 System Service Providers migrated to a centralized Off-Board Selective Routing (OBR) Interface. Depending upon the implementation, this has the potential to impact how default routing is handled by the SR.

3.2 Suggestions:

- Note the technical difficulties in continuing the past practices of default routing code provisioning compared to other options and what may be available today;
- Recognize it as a largely operational problem that has been dealt with by PSAPs for as long as E9-1-1 service has existed. Default routing is nothing new;
- Apply a technical standard that can be easily implemented.

3.3 Benefits of following procedures recommend in this document:

- Reduce the amount of time and effort on a problem that happens in an extremely small percentage of calls. (As low as .2%)
- PSAPs will know what to expect and the technical limitations involved.

- Carriers will know where to put their efforts, namely database accuracy and timeliness of updates.
- These general principles should applicable to future technologies, although specific steps &/or mechanisms may vary.

3.4 Political factors

PSAPs desire default call delivery to be as close as possible to previous ILEC handling, which was based on wireline end office. This is a much smaller footprint than service areas of CLECs, wireless carriers and VoIP service providers.

Extremes are:

- One trunk group for entire CSP service area to each E9-1-1 Control Office involved (therefore default to a single pre-defined PSAP for the entire SR area) and
- one trunk group to E9-1-1 Control Office per PSAP with line control class marking or coding.

3.5 Practicality aspects

In a "traditional" telephony environment, it is viewed that the number of defaulted calls is small (about two tenths of one percent) if all systems are working as designed.

Depending upon the process implemented, class marking may drive more misroutes (due to manual errors) than would occur for the occasional ANI failure default call.

Default routing based on NPA or NPA-NXX may be workable for now (as long as it is worked out with the PSAP authority), but the advent of Geographic Number Portability (in the wireline network) will break it. Wireless and VoIP telephone numbers already do not adhere to rate center boundaries. For that reason, basing default routing on the incoming dedicated trunk group (where applicable) may be a better choice than NPA-NXX level default routing.

3.5.1 Future Considerations

The size of the service areas associated with wireless and VoIP, and in particular, the nomadic capabilities of both, present the need to process TN-to-location relationships on the fly and to use that information in routing decisions. This creates a unique challenge for default routing. The good news is that the technologies used for call transmission (SS7 and IP) are theoretically immune to ANI failures.

Any long-term solutions need to address the wireline, wireless and IP network environments.

In addition to the ALI Database Manager, it is the responsibility of all carriers to optimize their service order provisioning processes. This may require significant changes to existing Operational Support Systems.

Where the SR does not allow automated delete function for disconnected numbers, it may be advisable for the ALI system to update the deleted TN with the NPA NXX default ESN in the E9-1-1 SRDB, in systems where such NPA-NXX level routing is used.

The removal of wild cards (default assignments based on NPA or NPA-NXX) doesn't correct the problem when there is old record information in the SR. Before deciding on the best way to go, a close look at the overall impact is warranted.

There are some instances in which the E9-1-1 System Service Providers do not populate the NPA-NXX default. This is the case for wireless Emergency Service Routing Digit/Key (ESRD/ESRK) routing numbers and VoIP Emergency Services Query Key (ESQK) routing numbers where the NPA-NXX assigned uses a TN with a universal pseudo NXX (i.e., 511 and 211) in all NPAs.

4 References

- NENA Operations Committee - Wireless Default, Overflow and Diverse Routing Working Group produced NENA 57-001 Wireless E9-1-1 Overflow, Default and Diverse Routing Operational Standard Document, November 18, 2004, Original is available at URL: http://www.nena.org/media/files/NENAopsWirelessRoutingStandardfinal111804.pdf
- Canadian Radio-television Telecommunications Commission (CRTC) -Interconnection Steering Committee (CISC) - Business Systems Industry Working Group - Emergency Services (9-1-1) Working Group (ESWG) issued a Trunk-side CLEC Interconnection Document - Release 3.1 - October 30, 1997. The CISC ESWG papers and activities are available at URL: http://www.crtc.gc.ca/cisc/eng/cisf3e4.htm
- ESIF Study Group B assessed the subjects of wireless overflow, default and contingency. Associated Issue papers are available at URL: http://www.atis.org/atis/ESIF/ESIFhome.htm)

5 Exhibits

9-1-1 Default Routing - Emergency Service Number (Default ESN) Assignment Process

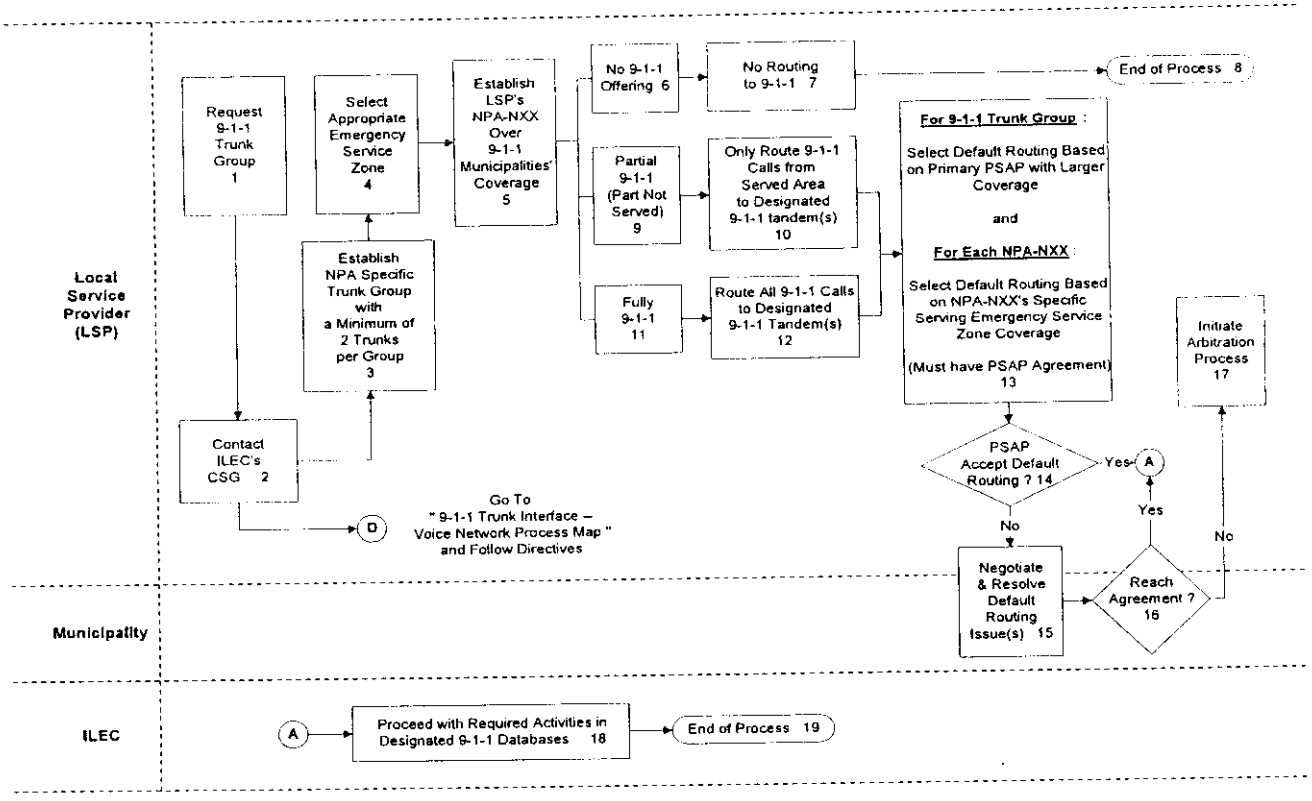


EXHIBIT NO. 47

DOCKET NO.: 070736-TP

WITNESS: Mark Neinast

PARTY: AT&T

DESCRIPTION: Intrado letter dated December 18, 2006

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 47
COMPANY AT&T
WITNESS Mark Neinast (MN-5)
DATE 07/10/08

PROFFERING PARTY: Staff

I.D. # MN-5

AT&T-Intrado Arbitration
FPSC Docket No.
070736-TP

Exhibit MN-5

intrado

December 18, 2006

Dear Steering Partner,

On May 2, 2006, Intrado announced a staged discontinuation of support for the PAM interface to deliver VoIP and wireless carrier E9-1-1 location information according to the following schedule:

- ✓ Support for VoIP E9-1-1 location information over the PAM interface will continue through June 30, 2007.
- ✓ Support for wireless E9-1-1 location information over the PAM interface will continue through December 31, 2008.

The PAM interface was designed to support ALI to ALI database steering for wireline E9-1-1 information. Intrado has been working with our customers and partners over the past years to support delivery of wireless and more recently VoIP E9-1-1 location information through the PAM interface to our steering partners. Increasingly, PSAPs and regional authorities are demanding customization VoIP E9-1-1 location information, which cannot reliably be accommodated using the fixed format of the PAM interface.

Intrado continues to be dedicated to the delivery of reliable, accurate E9-1-1 information on behalf of our wireless and VoIP service providers. After a careful analysis of the future direction of E9-1-1, Intrado has made the decision to support only standards based interfaces going forward, such as the TIA/EIA/J-STD-036 E2 interface for VoIP and wireless E9-1-1 location information.

This letter provides clarification on Intrado's discontinuation of support for the PAM interface and further defines what support Intrado will continue to provide and what support is being discontinued.

Intrado will continue to provide the following support for the PAM interface:

- ✓ Support for the ALI-M[1] PAM software interface for E9-1-1 steering between ALI systems to retrieve wireline TN records.
- ✓ Intrado VoIP and Wireless business units will continue to maintain and monitor network links to steering partners.
- ✓ Intrado's systems will continue to process VoIP and Wireline queries over the PAM interface.
- ✓ Intrado will continue to troubleshoot all non-PAM issues, including system or link outages, provisioning and data entry errors

[1] The ALI-M system is Intrado's ALI database system, formerly known as the ALISA system.

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west Intrado Inc. is a Subsidiary of West Corporation

Intrado's Wireless and VoIP business units are discontinuing support for the PAM interface effective the dates listed above. The activities no longer supported include the following:

- ✓ No software enhancements to the PAM interface
- ✓ No production technical support for troubleshooting PAM issues
- ✓ No new or modified PAM formats after 12/31/08. After 12/31/08, PSAPs and other steering partners may elect to receive Wireless and VoIP data using existing PAM interface formats
- ✓ No custom formatting for VoIP TNs, such as: (1) suppression of latitude and longitude, (2) duplication of the Company ID into the OTC field, and (3) standardizing the COS to 'V'No support for new technologies over the PAM interface, such as WiFi/Cellular (FMC/UMA) or IMS (IP Multimedia Subsystem)

Please contact Customer Team Director to request additional information on this discontinuation announcement.

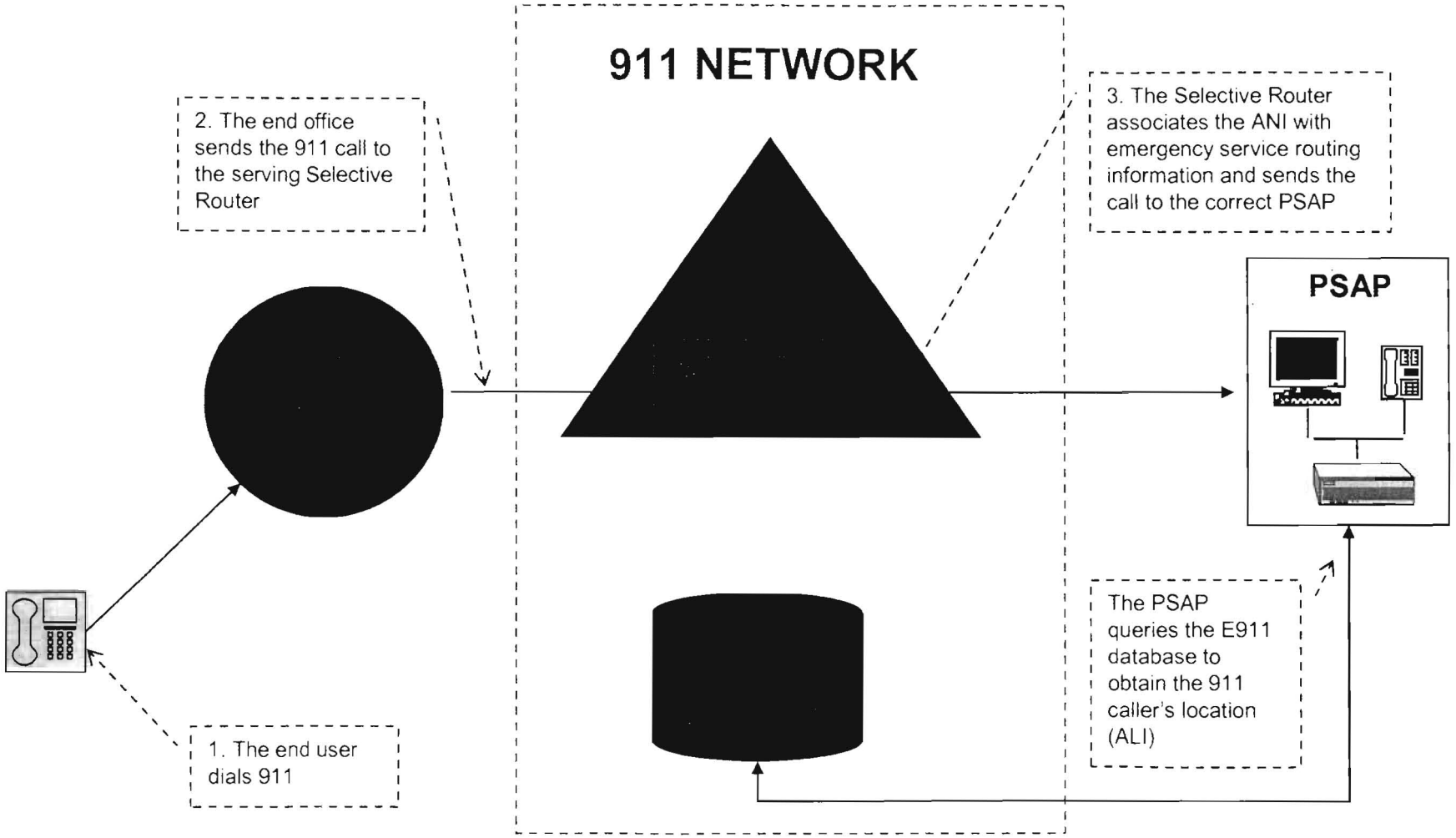
Thank you for your continued partnership,

John Hickey
VP/GM VoIP Business Unit

Nancy Brinks
VP/GM Wireless Business Unit

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP **EXHIBIT** 48
COMPANY AT&T (Admitted By FPSC Staff)
WITNESS AT&T's Opening Presentation
DATE 07/10/08

911 CALL FLOW OVERVIEW

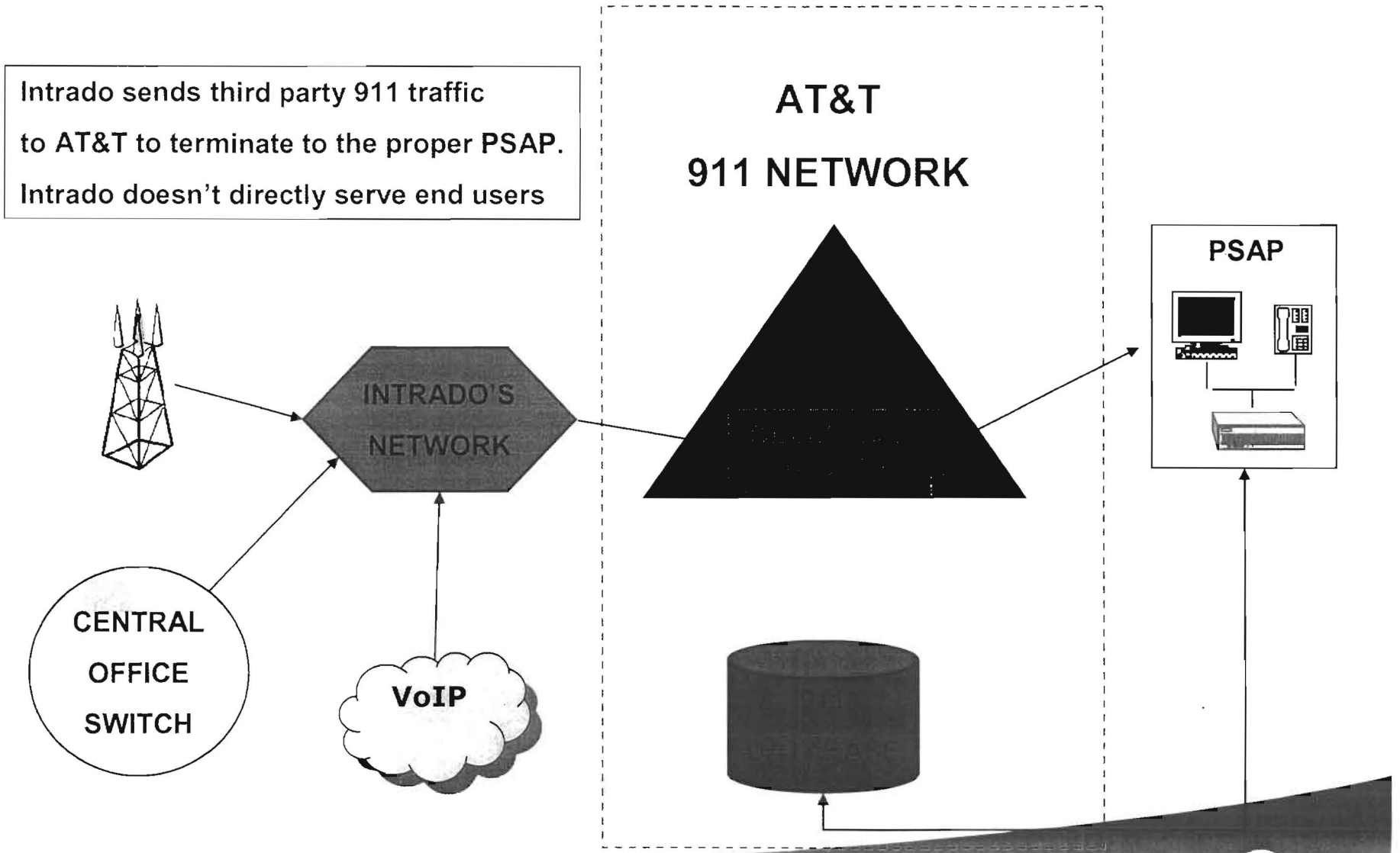


Scenario #1

(Issues 3b, 4b)

AT&T Provides 911 Service to the PSAP

Intrado sends third party 911 traffic to AT&T to terminate to the proper PSAP. Intrado doesn't directly serve end users

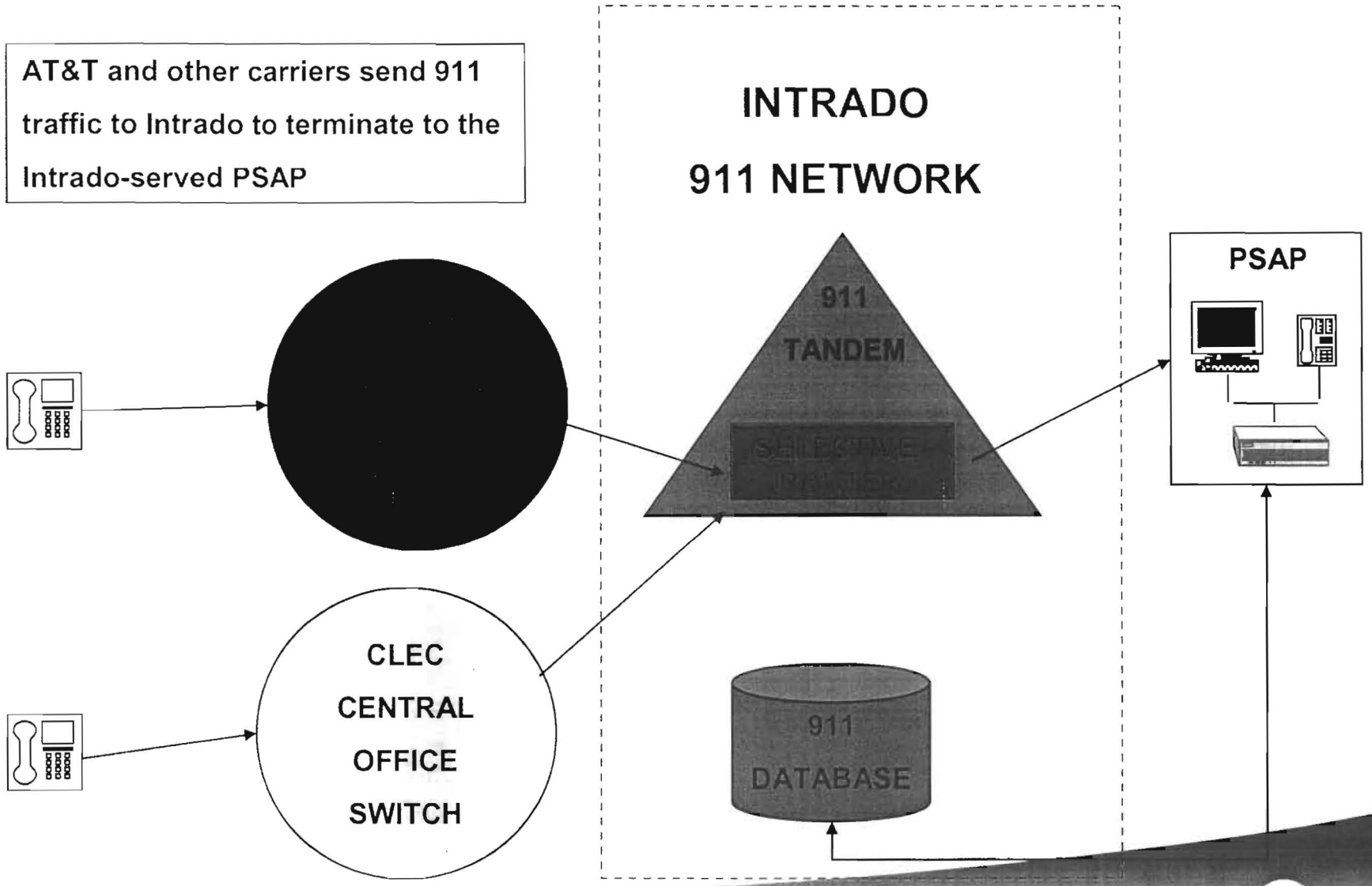


Scenario #2

(Issues 3a, 4a)

Intrado Provides 911 Service to the PSAP

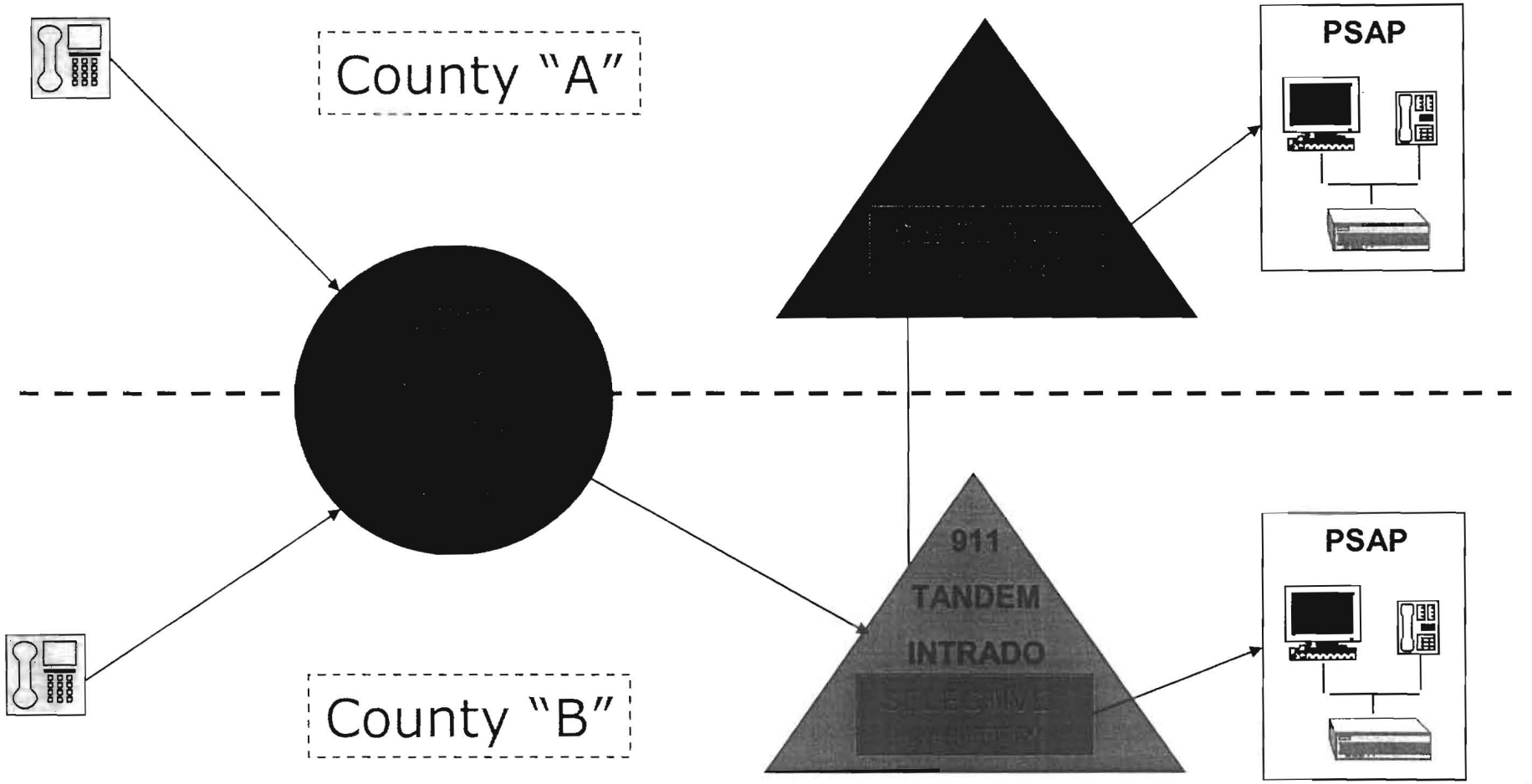
AT&T and other carriers send 911 traffic to Intrado to terminate to the Intrado-served PSAP



Scenario #2

(Issues 3a, 3b)

Split Wire Center – Primary Selective Router

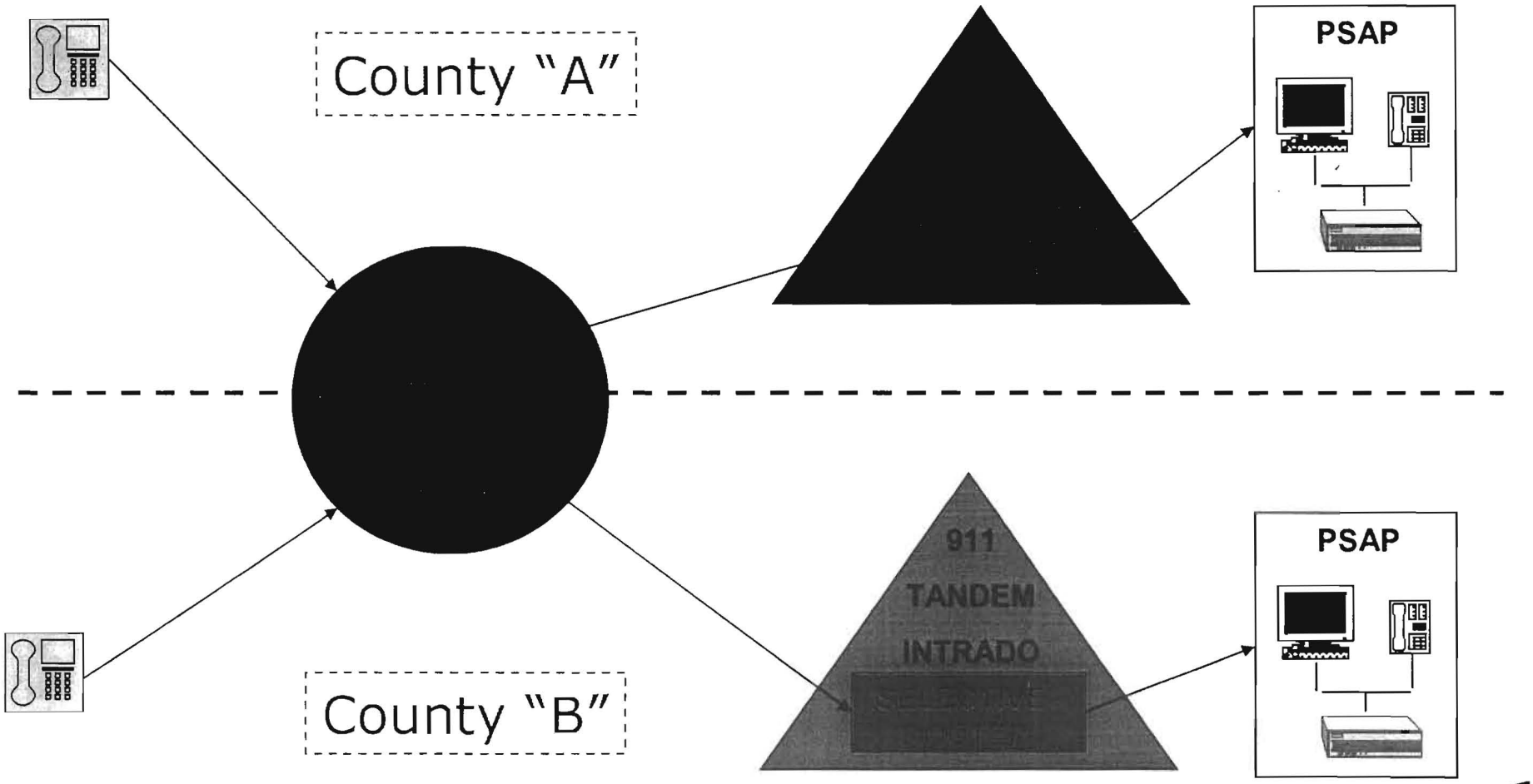


at&t

Scenario #2

(Issues 3a, 3b)

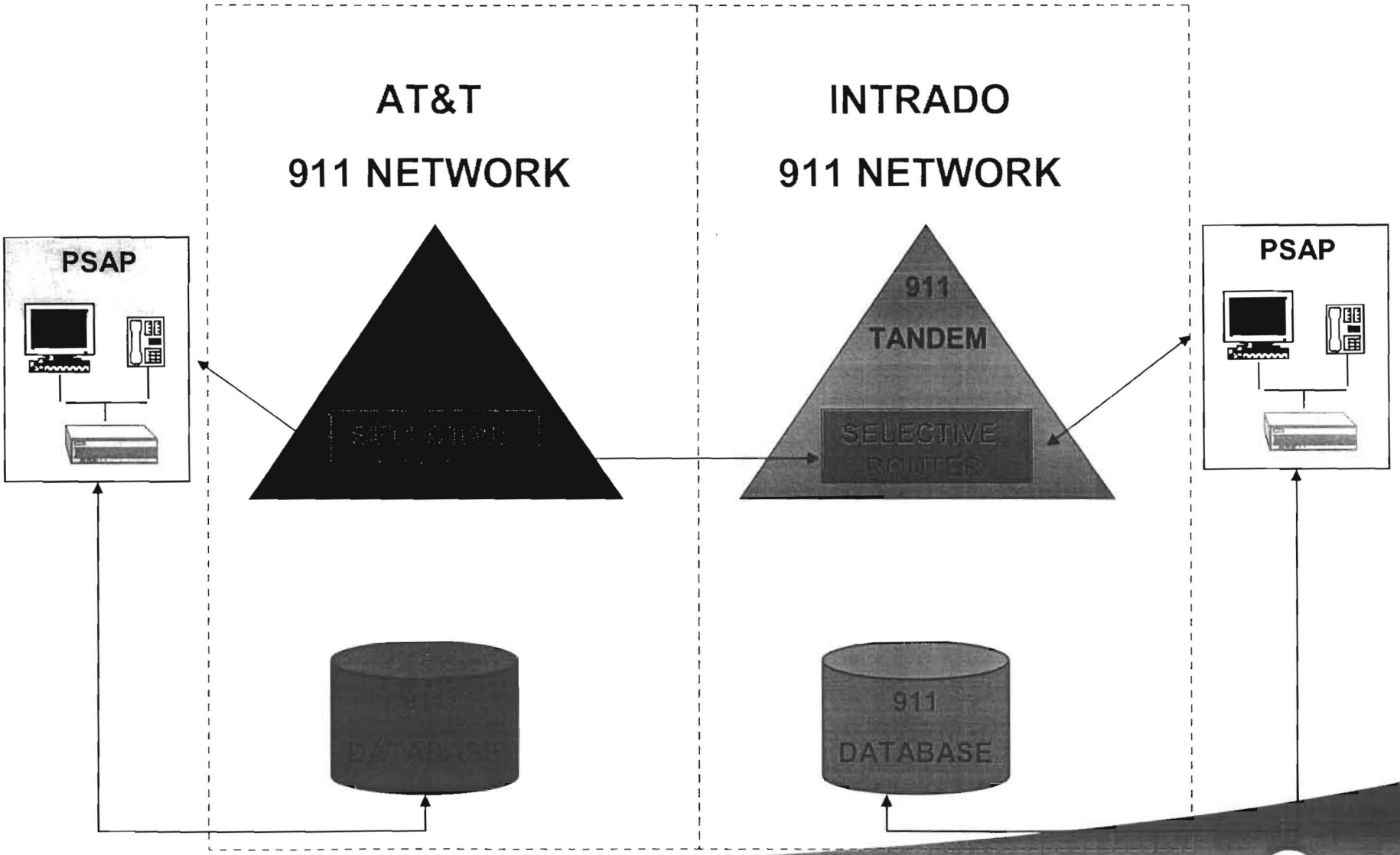
Split Wire Center – Class Marking (Line Attribute Routing)



Scenario #3

(Issues 5a, 5b)

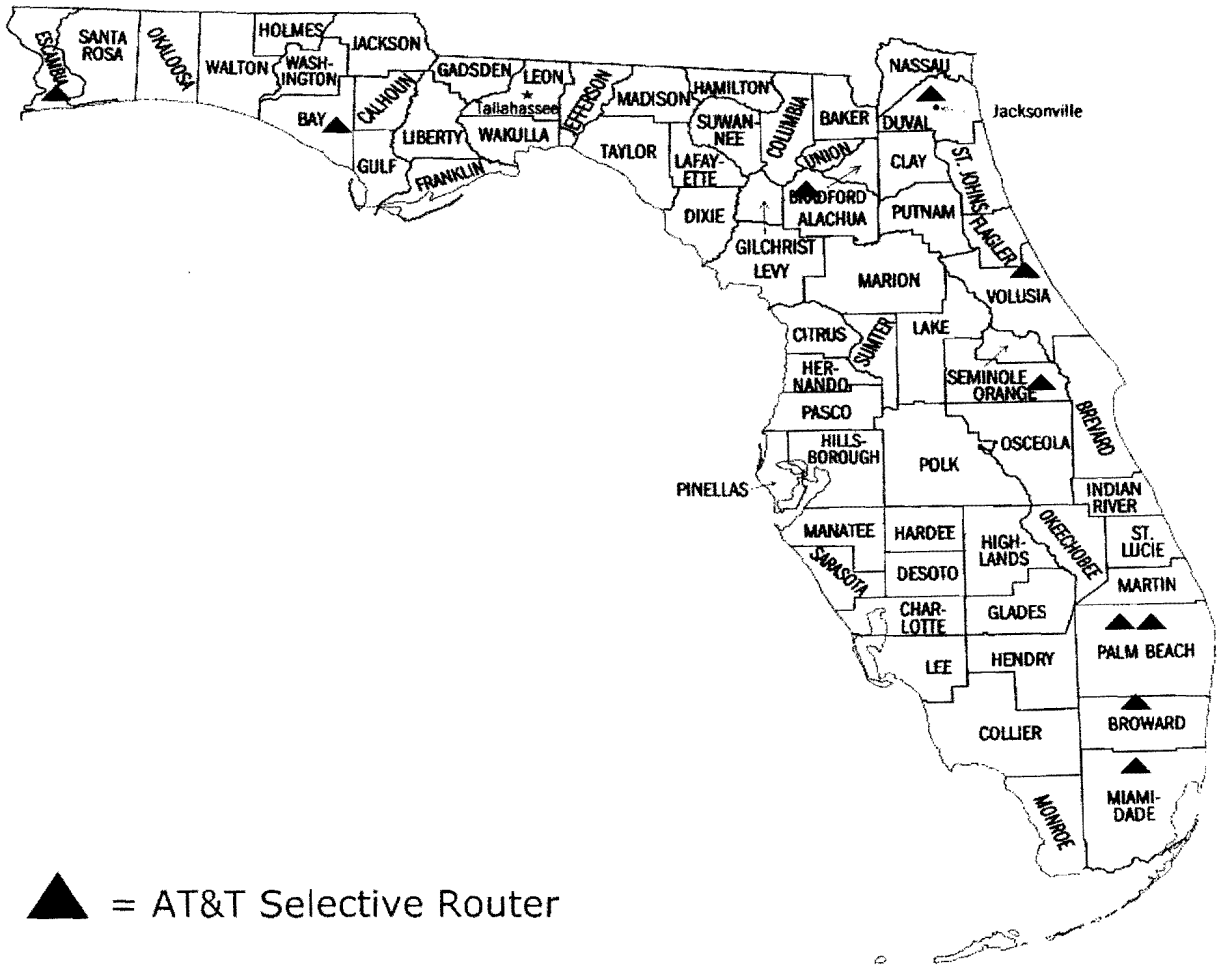
Selective Router to Selective Router 911 Call Transfers



Scenario #3

(Issues 5a, 5b)

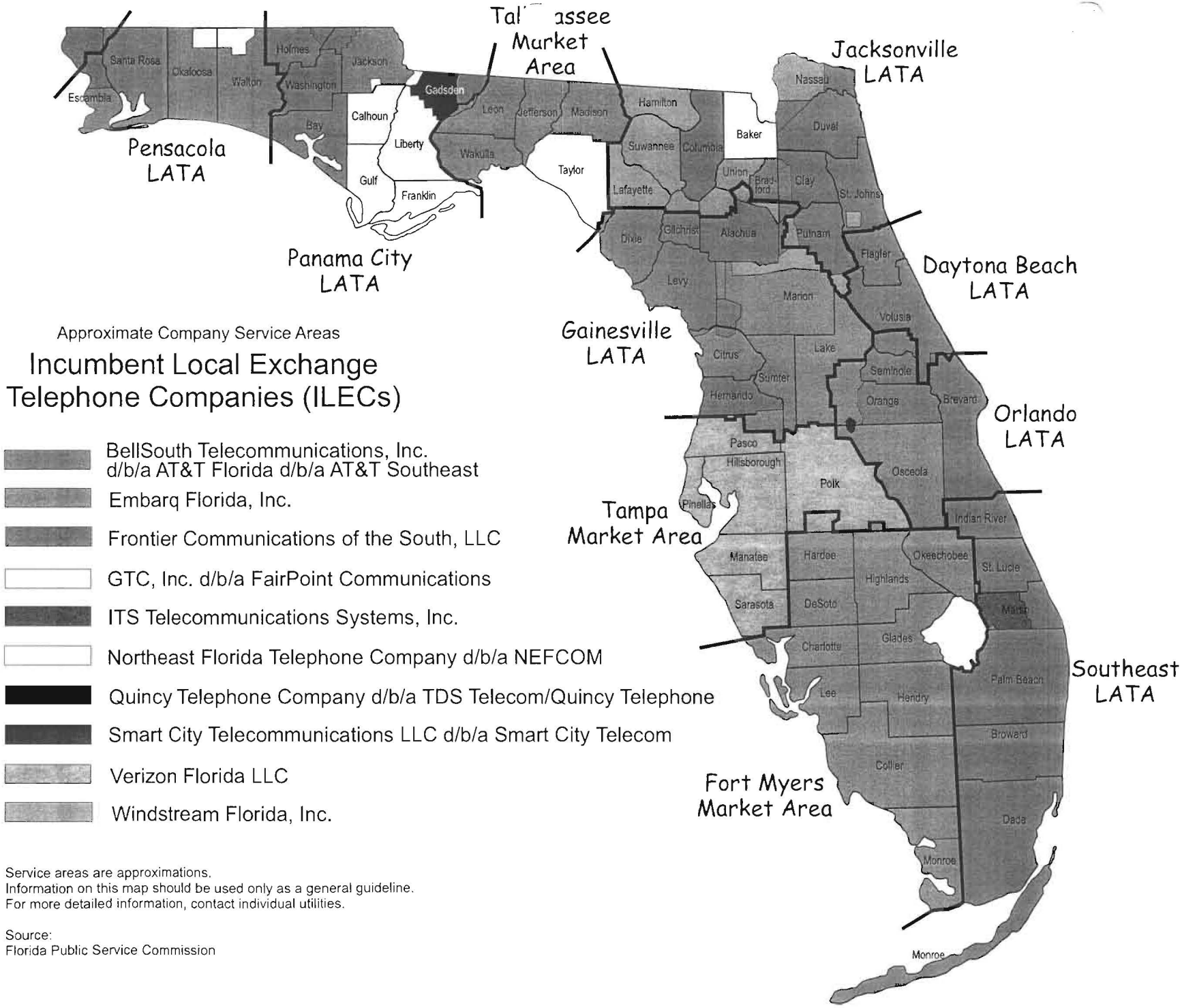
Selective Router to Selective Router 911 Call Transfers



▲ = AT&T Selective Router

at&t

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 070736-TP EXHIBIT 49
COMPANY AT&T Florida
WITNESS MAP
DATE 07/10/08



Approximate Company Service Areas

Incumbent Local Exchange Telephone Companies (ILECs)

- BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast
- Embarq Florida, Inc.
- Frontier Communications of the South, LLC
- GTC, Inc. d/b/a FairPoint Communications
- ITS Telecommunications Systems, Inc.
- Northeast Florida Telephone Company d/b/a NEFCOM
- Quincy Telephone Company d/b/a TDS Telecom/Quincy Telephone
- Smart City Telecommunications LLC d/b/a Smart City Telecom
- Verizon Florida LLC
- Windstream Florida, Inc.

Service areas are approximations.
Information on this map should be used only as a general guideline.
For more detailed information, contact individual utilities.

Source:
Florida Public Service Commission