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ROBERT B. BAKER, JR.  
DAVID L. BURGESS  
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STAN WISE

**Georgia Public Service Commission**

(404) 656-4501  
1 (800) 282-5813

244 WASHINGTON STREET, S.W.  
ATLANTA, GEORGIA 30334-5701

FAX: (404) 656-2341  
www.psc.state.ga.us

DOCKET # 11900  
DOCUMENT # 47829

Docket No. 11900-U

**In Re: Investigation of BellSouth Telecommunications, Inc.'s Provision of Unbundled Network Elements for the xDSL Service Providers**

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ORDER

BY THE COMMISSION:

GENERAL COUNSEL-  
GEORGIA

On February 15, 2000, Rhythms Links Inc. filed a Petition to Initiate Docket to Investigate BellSouth Telecommunications, Inc.'s Provision of Unbundled Network Elements ("Petition"). The Petition requested that the Commission initiate a generic proceeding to consider BellSouth Telecommunications, Inc.'s ("BellSouth") provision of unbundled network elements ("UNEs") to CLECs that provide DSL services and other advanced services. On March 21, 2000, the Commission issued a Procedural and Scheduling Order, initiating this docket to consider BellSouth's provision of unbundled network elements ("UNEs") to CLECs that provide DSL services and other advanced services.

**I. JURISDICTION AND PROCEEDINGS**

Under the Federal Telecommunications Act of 1996 (Federal Act), state Commissions are authorized to set rates and pricing policies for interconnection and access to unbundled elements. In addition to its jurisdiction over this matter pursuant to Sections 251 and 252 of the Federal Act, the Commission also has general authority and jurisdiction over the subject matter of this proceeding, conferred upon the Commission by Georgia's Telecommunications and Competition Development Act of 1995 (Georgia Act), O.C.G.A. §§46-5-160 *et seq.*, and generally O.C.G.A. §§ 46-1-1 *et seq.*, 46-2-20, 46-2-21, and 46-2-23.

Hearings took place before the Commission on January 29 through February 1, 2001. On March 1, 2001, BellSouth, the Data Coalition, AT&T Communications of the Southern States ("AT&T"), WorldCom, Inc., and Sprint Communications Company, L.P. ("Sprint") filed briefs with the Commission. On March 27, 2001, BellSouth filed with the Commission a Settlement Agreement ("Settlement Agreement") with Rhythms Links, Inc., Covad Communications Company, BlueStar Networks, Inc., and BroadSlate Networks of Georgia, Inc. (Attachment 1).

The Commission has before it the testimony, evidence, arguments of counsel and all appropriate matters of record enabling it to reach its decision.

## II. FINDINGS AND CONCLUSIONS

### Issue 1      xDSL Loops

(a)      **Do any xDSL loops need to be designed?**

The Commission approves the resolution contained in the Settlement Agreement.

(b)      **What are the appropriate recurring and nonrecurring charges for the nondesigned xDSL loops to be offered by BellSouth?**

The Commission approves the resolution contained in the Settlement Agreement.

(c)      **What are the appropriate recurring and nonrecurring charges for the xDSL loops currently offered by BellSouth (ADSL, HDSL, UCL short and long)?**

In the Second Procedural and Scheduling Order, the Commission ordered BellSouth to file with its cost studies all comprehensive work papers and documents that disclose and explain the basis for all BellSouth's study assumptions, inputs, and underlying analysis. On November 13, 2000, BellSouth filed cost studies supporting its proposed nonrecurring rates for the ADSL, HDSL, UCL-short, and UCL-long rates in this docket. BellSouth offered testimony supporting these cost studies.

BellSouth and the CLECs differed over whether BellSouth's proposed rates reflected costs based on efficient task times for a forward-looking network. The FCC has interpreted the Federal Act's mandate for just and reasonable rates for network elements based on the cost of providing the network element to require forward-looking costs assuming "the most efficient network architecture, sizing technology, and operating decisions that are operationally feasible and currently available to the industry." First Report and Order, *In re: Implementation of Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499, ¶ 620 (Aug. 8, 1996), *vacated in part, Iowa Utils. Bd. v. FCC*, 120 F.3d 753 (8<sup>th</sup> Cir. 1997), *rev'd in part, aff'd in part MCI Corp. v. Iowa Utils. Bd.*, 119 S. Ct. 721 (1999) ("First Report and Order").

BellSouth argued that its cost studies reflected the recurring and nonrecurring costs it expects to incur in providing unbundled network elements ("UNEs") on a going-forward basis in Georgia. (BellSouth Brief, p. 8). BellSouth stated that it developed these rates using (1) the BellSouth TELRIC calculator, (2) the BellSouth Capital Cost Calculator, (3) the Loop Model, and (4) the Shared and Common Cost Model. *Id.* BellSouth contends that since no other party to the proceeding submitted any cost study of its own, that the Commission must use BellSouth's cost studies to establish rates in this proceeding. *Id.*

The Data Coalition did not agree that BellSouth's studies complied with TELRIC. The Data Coalition stated that BellSouth's nonrecurring cost studies "were not based on work flow, task times or probability factors considering a forward-looking network design." (Data Coalition Brief, p. 20). In support of this criticism, the Data Coalition pointed out that BellSouth's proposed rates were as much as ten to eleven times higher than the rates approved in Texas and California. *Id.* at p. 21. Further, the Data Coalition argued that BellSouth's witness did not have the adequate experience provisioning xDSL loops to support the task times underlying BellSouth's cost studies. The Data Coalition argued that BellSouth's cost studies reflect "greatly inflated" times for multiple aspects of xDSL loop provisioning. *Id.* at p. 22.

The Commission does not agree that it is bound to adopt BellSouth's cost studies because other parties did not file cost studies. The Commission may evaluate the critiques of BellSouth's cost studies advanced by other parties.

### **Recurring Rates**

In this docket, BellSouth proposed that the Commission reconfirm the recurring rates established in Docket No. 7061-U for the ADSL and HDSL loops. For the UCL-short and UCL-long loops, BellSouth proposed recurring rates using the same methodology adopted by this Commission in Docket No. 7061-U. Several CLECs agreed to accept these recurring rates as part of a settlement of a number of issues in the docket. The Commission finds that the following rates are just, reasonable and fall within the range that a reasonable application of TELRIC would produce. The permanent recurring rates are as follows:

	Zone 1	Zone 2	Zone 3
2-wire ADSL Compatible Loop	\$ 11.23	\$ 12.97	\$ 20.62
2-wire HDSL Compatible Loop	\$7.88	\$9.09	\$14.46
4-wire HDSL Compatible Loop	\$10.39	\$12.00	\$19.07
2-wire UCL-Long	\$35.56	\$41.07	\$65.28
2-wire UCL-Short	\$12.02	\$13.88	\$22.07

### **Nonrecurring Rates**

After considering the testimony and arguments presented on these issues, the Commission agrees with the Data Coalition that BellSouth's proposed rates should be modified significantly. The evidence in the record is insufficient to support BellSouth's proposed nonrecurring rates for the ADSL, HDSL, UCL-short and UCL-long loops. The Commission hereby orders BellSouth to perform a time and motion study for the tasks included in the nonrecurring charges for the HDSL, UCL-short and UCL-long and file them with the Commission when the Commission schedules its next generic pricing docket. The rates approved by the Commission are just, reasonable and fall within the range that a reasonable application of TELRIC would produce. Table 1 reflects the nonrecurring charges proposed by BellSouth, and Table 2 shows the nonrecurring charges that the Commission approves in this matter.

**Table 1****BellSouth Proposed Nonrecurring Charges**

	Connect	Additive	Disconnect	Total
ADSL w/LMU	\$ 268.96	\$ 12.91	\$ 115.19	\$ 397.06
ADSL w/o LMU	\$ 190.26	\$ 12.91	\$ 97.18	\$ 300.35
HDSL w/LMU	\$ 286.08	\$ 12.91	\$ 115.19	\$ 414.18
HDSL wo/LMU	\$ 207.38	\$ 12.91	\$ 97.18	\$ 317.47
UCL-Short w/LMU	\$ 267.12	\$ 12.91	\$ 115.19	\$ 395.22
UCL-Short wo/LMU	\$ 188.42	\$ 12.91	\$ 97.18	\$ 298.51
UCL-Long w/LMU	\$ 267.12		\$ 115.19	\$ 382.31
UCL-Long wo/LMU	\$ 188.42		\$ 97.18	\$ 285.60

**Table 2**

	Connect	Additive	Disconnect*	Total
ADSL w/LMU	\$44.69 first \$31.55 add.	\$ 0	\$25.65 first \$7.06 add.	\$70.34
ADSL w/o LMU	\$44.69 first \$31.55 add.	\$ 0	\$25.65 first \$7.06 add.	\$70.34
HDSL w/LMU	\$44.69 first \$31.55 add.	\$ 0	\$25.65 first \$7.06 add.	\$70.34
HDSL wo/LMU	\$44.69 fist \$31.55 add.	\$ 0	\$25.65 first \$7.06 add.	\$70.34
UCL-Short w/LMU	\$44.69 first \$31.55 add.	\$ 0	\$25.65 first \$7.06 add.	\$70.34
UCL-Short wo/LMU	\$44.69 first \$31.55 add.	\$ 0	\$25.65 first \$7.06 add.	\$70.34
UCL-Long w/LMU	\$44.69 first \$31.55 add.	\$ 0	\$25.65 first \$7.06 add.	\$70.34
UCL-Long wo/LMU	\$44.69 first \$31.55 add.	\$ 0	\$25.65 first \$7.06 add.	\$70.34

- Pursuant to Docket 7061-U, Disconnect charges will apply at the time of disconnection by the CLEC.

**(d) What are the appropriate provisioning intervals for xDSL loops?**

The Commission approves the resolution of this issue contained in the Settlement Agreement.

**ISSUE 2 Two-wire universal digital channel loops**

**(a) What are the appropriate recurring and nonrecurring charges for the two-wire universal digital channel (also known as the IDSL-capable loop) (“UDC/IDSL”) loop?**

**Recurring Rates**

Several of the parties and BellSouth agreed that the recurring rate for the UDC/IDSL should be equal to the recurring rate for the ISDN unbundled loop established by the Georgia Commission in Docket No. 7061-U. These rates are interim and subject to true-up once the Commission establishes a new recurring rate for the ISDN unbundled loop in the generic cost docket that will be held later this year. Consistent with the Commission order in Docket No. 7061-U, these rates are reasonable and fall within the range that a reasonable application of TELRIC would achieve. These rates are as follows:

	Zone 1	Zone 2	Zone 3
Universal Digital Channel/IDSL- Compatible Loop	\$ 21.89	\$ 25.27	\$ 40.17

**Nonrecurring Rates**

The evidence in the record is insufficient to support BellSouth’s proposed nonrecurring rates for the UDC/IDSL-compatible loop. The Commission finds that BellSouth’s workflows, task times and probability factors need to be reviewed in greater detail to ensure that they reflect a forward looking network design. The Commission hereby orders BellSouth to perform a time and motion study for the tasks included in the nonrecurring charges for the UDC/IDSL and file them when the Commission schedules its next generic pricing docket. The Commission finds that promotion of competition requires immediate resolution of pricing issues for CLECs providing xDSL service in Georgia. As a result, the Commission establishes the following nonrecurring rates as interim rates. After 18 months has passed the Commission will revisit these rates in an upcoming cost docket. The Commission finds that these interim rates are reasonable and fall within the range that a reasonable application of TELRIC principles would achieve.

Loop	Installations	Additive	Disconnect•	Total
UDC/IDSL	\$44.69 first \$31.55 add.	\$ 0	\$25.65 first \$7.06 add.	\$70.34

• Pursuant to Docket No. 7061-U, Disconnect charges will apply at the time of disconnection by the CLEC.

### **Issue 3      Digital Loop Carriers**

- (a)      Should the Commission require BellSouth to provide CLECs with access to DSL capable loops that traverse fiber-fed digital loop carrier (“DLC”) systems?**
- (b)      Should the Commission require BellSouth to provide CLECs with the opportunity to specify the line cards which would be placed in the DLC systems for the individual loops ordered by the CLECs?**
- (c)      If the Commission determines that BellSouth must provide CLECs with access to DSL capable loops that traverse fiber-fed digital loop carrier (“DLC”) systems, should the Commission establish a future docket to set rates, terms and conditions for this functionality?**

The Commission approves the resolution of this issue contained in the Settlement Agreement.

### **Issue 4      Loop Deconditioning**

- (a)      Is it appropriate to impose an additional or separate charge for loop conditioning?**
- (b)      If a charge for loop conditioning is imposed, should it be included in loop charges or should loop deconditioning be charged as a separate network element (referred to as “Unbundled Loop Modification”)?**
- (c)      If the cost of loop deconditioning should be included in loop charges, what impact, if any, would this decision have on the appropriate recurring and nonrecurring loop charges?**
- (d)      If the cost of loop deconditioning should be charged as a separate network element, what is the appropriate charge?**

Loop Deconditioning is the process of removing from loops load coils, excessive bridged tap, DAMLs and other interferors that may impede xDSL service or other advanced services. With respect to costs ILECs impose on CLECs for line conditioning, the FCC deferred to state commissions to ensure that ILECs comply with the FCC’s pricing rules for nonrecurring costs. *In the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, (November 5, 1999) ¶ 194 (“UNE Remand Order”). BellSouth proposed three nonrecurring rates for loop conditioning: (1) ULM Load Coil/Equipment Removal-Short; (2) ULM Load Coil/Equipment Removal – Long; and (3) ULM – Bridged Tap Removal. (BellSouth Post-Hearing Brief, p. 29). In addition, BellSouth proposed a ULM- Additive rate to recover part of the cost of removing load coils on copper loops of less than 18,000 feet. *Id.* at 30. While not disputing that “a forward-looking network being designed today would not include load

coils," BellSouth maintains that it still incurs costs related to the removal of these elements, and that it is entitled to recover these costs. *Id.*

The Data Coalition argues that a forward looking network would not include load coils and excessive bridged tap, and therefore, the forward looking cost of removing such impediments is zero. (Tr. 921). They cite several other state commissions that have reached the conclusion that the forward-looking cost of deconditioning is zero.<sup>1</sup> (Data Coalition Post-Hearing Brief, p. 46). Likewise, they indicate that outside plant engineering guidelines in place for over twenty years preclude placing or maintaining the network with these impediments on loops shorter than 18,000 feet. (Tr. pp. 916-918). The Data Coalition notes that BellSouth does not impose a nonrecurring charge on its retail ISDN or T-1 customers that require deconditioned loops, and thus, no charge should be imposed on CLECs seeking the same deconditioned loops. (Tr. p. 922). Finally, if a deconditioning charge is imposed, the Data Coalition argues that it should be based on conditioning 50 loops at a time with reasonable task times, supplied by their expert witness. (Tr. 1070-1080).

BellSouth's workflows, task times and probability factors need to be reviewed in greater detail to ensure that they reflect a forward looking network design. The Commission finds that BellSouth shall perform a time and motion study for the tasks included in the NRCs and file them with the Commission when the Commission schedules its next generic pricing docket. In order to promote competition, the Commission approves an interim rate of \$0.00. After 18 months, this interim rate will be replaced by a permanent rate set in the upcoming generic cost docket. The Commission finds that this interim rate is reasonable and complies with TELRIC principles.

## **Issue 5      Line Sharing**

Line sharing enables CLECs to use the high frequency portion of an existing voice grade loop for xDSL services. Thus, a single voice grade loop carries both voice and data signals without interfering with each other. This feature benefits consumers because it allows xDSL services to be provisioned in a short period of time and at lower overall costs. For competitors, line sharing provides an opportunity to compete directly with BellSouth's largest xDSL offering, which utilizes a customer's existing voice loop for ADSL service. This docket afforded the Commission an opportunity to establish rates, terms and conditions governing this important UNE.

### **(a)      What is the method by which CLECs should be provided access for testing purposes in line sharing arrangements?**

The parties do not dispute that CLECs need test access for line sharing. The issue is where the CLECs should be allowed to test. BellSouth's position is that the testing should take

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<sup>1</sup> *Consolidated Petitions of New England Telephone and Telegraph, et al., DPU/DTE 96-73/73, Phase 4-L (October 14, 1999); Public Utility Commission of Texas, Arbitration Award, Dockets Nos. 20226 and 20272, November 30, 1999; Utah Public Service Commission Phase III Part C Report and Order in Docket No. 94-999-01, issued June 2, 1999.*

place with bantam test jacks, while CLECs have requested testing access at the main distribution frame ("MDF"). BellSouth opposes the CLECs' request because it argues that testing at the MDF would adversely impact voice service. In addition, BellSouth argues that bantam test jacks allow CLECs to test the loop from the splitter to the Network Interface Device ("NID"). (BellSouth Post-Hearing Brief, p. 35).

The Commission agrees that allowing CLECs to conduct tests directly on the MDF could adversely impact voice service. CLECs may conduct tests through the bantam jack or any other mutually agreed upon place. BellSouth should cooperate with CLECs to ensure that CLECs have access to the loop facility for testing, maintenance and repair activities.

**(b) What splitter ownership options should BellSouth be required to offer?**

The Commission approves the resolution of this issue contained in the Settlement Agreement.

**(c) Where should the splitter be located in line sharing arrangements?**

The Data Coalition sponsored testimony that stated CLECs had consistently urged BellSouth to mount the splitter on the MDF. (Joint Rebuttal Testimony of Robert Williams, Michael Zulevic, Joe Riolo, Lans Chase, p. 3). The Data Coalition argued that placement of the splitter on the MDF decreased the length of the line shared loop, enabling CLECs to serve more customers at a greater distance from the central office. (Tr. pp. 1202-1205). WorldCom argued that the MDF is the most efficient placement of the splitter for line sharing. (WorldCom Post-Hearing Brief, p. 10). In support of this position, WorldCom reasoned that this placement "reduces excess cabling, which minimizes the potential for service quality degradation." *Id.* While AT&T did not address this issue specifically in brief, it did state that it generally supported the positions taken by the Data Coalition. (AT&T Post-Hearing Brief, p. 1).

BellSouth countered that placing a splitter on the MDF would lead to frame space exhaustion and pose a greater risk for service interruption, than did placing the splitter in the common area collocation space or in a relay rack in the BellSouth line-up near the MDF. (Tr. 305-306). BellSouth argued that it must maintain flexibility in splitter placement to accommodate the diversity in its central office space.

The Commission finds that the splitter should be placed on relay racks, rather than on the MDF itself. Nonetheless, this placement should not increase the cost of cabling or other activities related to the installation of a splitter.

**(d) Should CLECs be able to obtain Splitter Capacity on a Port-by-Port basis?**

The Commission approves the resolution of this issue contained in the Settlement Agreement.

**(e) How should BellSouth provide access to Line Sharing over fiber-fed loops?**

The Commission approves the resolution of this issue contained in the Settlement Agreement.

**(f) What are the appropriate recurring and nonrecurring charges for line-sharing?**

In its *Advanced Services Order*, the FCC identified five types of direct costs ILECs potentially incur in providing access to line sharing: (1) loops; (2) OSS; (3) cross connects; (4) splitters; and (5) line conditioning. ¶ 136. BellSouth asserts that its proposed rates for line sharing comply with the FCC's requirements. In support of this contention, BellSouth states that its cost studies do not include any costs associated with the local loop, that the parties have reached a settlement on an interim OSS rate, and that its cost studies include the physical components involved in line sharing. (BellSouth Post-Hearing Brief, p. 43).

The Data Coalition, however, contends that BellSouth's proposed recurring and nonrecurring charges for splitters are unreasonable. The Data Coalition argues that BellSouth's cost study includes numerous unexplained costs, and has not employed an efficient methodology to provide line sharing. (Data Coalition Post-Hearing Brief, p. 61).

The evidence in the record is insufficient to support BellSouth's proposed nonrecurring rates and recurring rates for line sharing. The Commission finds that BellSouth's workflows, task times and probability factors need to be reviewed in greater detail to ensure that they reflect a forward looking network design. The Commission hereby orders BellSouth to perform a time and motion study for the tasks included in the nonrecurring and recurring charges for line sharing (including splitter placements and related costs which BellSouth proposes to recover on a recurring basis) and file them when the Commission schedules its next generic pricing docket. The Commission finds that promotion of competition requires immediate resolution of pricing issue for CLECs providing xDSL service in Georgia. As a result, the Commission adopts the Data Coalition proposed nonrecurring and recurring rates for line sharing as interim rates until permanent rates are set in the upcoming cost docket. The Commission finds that these interim rates are reasonable and comply with TELRIC principles.

**(g) What are the appropriate intervals for provisioning splitters and collocation augments for line sharing?**

The Commission approves the resolution of this issue contained in the Settlement Agreement.

**(h) What are the appropriate intervals for provisioning a line shared loop?**

The Commission approves the resolution of this issue contained in the Settlement Agreement.

**Issue 6 Remote Terminal collocation**

- (a) **What are the appropriate terms and conditions for Remote Terminal Collocation?**
- (b) **What are the appropriate recurring and nonrecurring charges for remote terminal collocation?**

The Commission approves the resolution of these issues contained in the Settlement Agreement.

**Issue 7 Operations Support Systems**

- (a) **What pre-ordering and ordering functionalities must BellSouth make available to CLECs to support CLECs' ordering of xDSL loops for line sharing, line splitting and standalone xDSL, in what form must BellSouth make such functionalities available, and by when must BellSouth make such functionalities available?**
- (b) **Should BellSouth be required to make available to CLECs an integrated pre-ordering and ordering electronic interface OSS, and if so by what date?**

The Commission approves the resolution of these issues contained in the Settlement Agreement.

- (c) **What are the appropriate OSS charges, if any?**

The Data Coalition argues that charges for mechanized loop makeup should be set at zero. However, it urges the Commission to modify BellSouth's proposed charges should the Commission allow BellSouth to impose manual loop makeup charges on CLECs. The Data Coalition again argues that BellSouth's proposed charges are inflated. In this instance, the Data Coalition states that BellSouth's assumptions for the percentage of the loops for which a makeup is requested will not be found in LFACS is greater than admitted in the testimony of BellSouth's own witness. (Data Coalition Post-Hearing Brief, p.84). In addition, the Data Coalition states that the evidence demonstrates that it is not a major imposition to locate information that cannot be found in BellSouth's LFACS database. *Id.*

The Commission finds it appropriate to assess OSS charges on a recurring basis. This enables CLECs to be charged for access to OSS at the volumes that they are using OSS and a reasonable recurring rate. After reviewing the evidence in this case, the Commission finds the following OSS charges comply with TELRIC principles and shall be the permanent OSS rates.

<u>Recurring</u>	
Mechanized Loop Qualification	
OSS Per first 1,000 MLQs	\$100
OSS Next 1000 MLQs	\$50

SI with LMU w/o Facility Reservation Number	\$35
SI with LMU w Facility Reservation Number	\$45

**Issue 8      What are the appropriate terms and conditions for line splitting?**

The Settlement Agreement included a proposed resolution for this issue. The Commission adopts a modified version of this resolution. The Settlement Agreement sets forth a number of circumstances in which BellSouth will continue to own the splitter in a line splitting situation. These situations include:

when a line sharing arrangement is in place such that a customer receives voice service from BellSouth and xDSL service from a DLEC, and the DLEC leases a BellSouth owned splitter, if the customer switches voice service from BellSouth to another CLEC, the DLEC may continue to lease the BellSouth owned-splitter to provide xDSL service and the CLEC may lease the unbundled network elements necessary to provide voice service.

(Settlement Agreement, p. 7).

The Commission finds that in addition to the above circumstances, it is appropriate for BellSouth to continue to own the splitter when the DLEC wants to serve a new customer with voice and xDSL service.

The Settlement Agreement states that “the applicable recurring charges to be paid by the CLEC for this line splitting arrangement will be the recurring rates for the loop and port established by the Georgia Commission in Docket 10692-U and the two cross connects established by the Commission in Docket 7061-U.” (Settlement Agreement, p. 7). The applicable recurring charges to be paid by the CLEC for this linesplitting arrangement will be the recurring rates for the loop and port established by the Georgia Commission in Docket No. 10692-U and the two cross connects established by the Commission in Docket No. 7061-U. For nonrecurring charges to be paid by the CLEC for line splitting, the Settlement Agreement proposes to apply the rate for the loop-port combination (switch as is) established by the Commission in Docket No. 10692-U. *Id.* The Commission finds that the application of this rate is reasonable.

The Commission hereby orders BellSouth to file an OSS implementation schedule for line splitting within two months after issuance of this Order. The implementation of the OSS shall be within six (6) months after the issuance of this order. This is intended to address the unique situation presented with line splitting and shall in no way be construed as precedent setting. It remains the Commission’s position that OSS related matters are most appropriately handled through the Change Control Process.

**III. INTERIM RATES**

Unless specifically noted above, the interim rates set forth in this Order are not subject to true-up. These interim rates are effective as of the date of this Order and shall remain in effect for a period of 18 months from the date of this Order, at which time they will be replaced with permanent rates established in the upcoming generic UNE pricing docket.

**IV. TIME AND MOTION STUDIES**

BellSouth shall file the required time and motion 90 (ninety) days after this Order. When these studies are filed, BellSouth shall include a narrative description of the scope of the time and motion studies, the sampling methodology used, a description of all assumptions made and all work papers for Staff review.

**V. ORDERING PARAGRAPHS**

This Commission finds and concludes the rates, terms and conditions set forth above are reasonable and appropriate and should be adopted pursuant to Georgia's Telecommunications and Competition Development Act of 1995 and Sections 251 and 252 of the Telecommunications Act of 1996.

**WHEREFORE IT IS ORDERED**, that all findings, conclusions, statements, and directives made by the Commission and contained in the foregoing sections of this Order are hereby adopted as findings of fact, conclusions of law, statements of regulatory policy, and orders of this Commission.

**ORDERED FURTHER**, the rates, terms and conditions set forth in the body of this Order are adopted and BellSouth shall submit such compliance filings as are necessary to reflect and implement the standards and mechanism established by this Order.

**ORDERED FURTHER**, that a motion for reconsideration, rehearing, or oral argument or any other motion shall not stay the effective date of this Order, unless otherwise ordered by the Commission.

**ORDERED FURTHER**, that jurisdiction over these matters is expressly retained for the purpose of entering such further Order or Orders as this Commission may deem just and proper.

The above by action of this Commission in Administrative Session on the 3rd day of April, 2001.

  
\_\_\_\_\_  
Reece McAlister  
Executive Secretary

  
\_\_\_\_\_  
Lauren McDonald, Jr.  
Chairman

Date: 6-11-01

Date: 06-11-01

**Attachment I**

**BellSouth Telecommunications, Inc.**  
**Legal Department**  
125 Perimeter Center West  
Suite 376  
Atlanta, GA 30346

**Bennett L. Ross**  
General Counsel - Georgia  
  
770 391 2416  
Fax 770 391 2812

March 27, 2001

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MAR 27 2001

**EXECUTIVE SECRETARY  
G.P.S.C.**

**DELIVERED BY HAND**

Mr. Reece McAlister  
Executive Secretary  
Georgia Public Service Commission  
244 Washington Street, S.W.  
Atlanta, Georgia 30334-5701

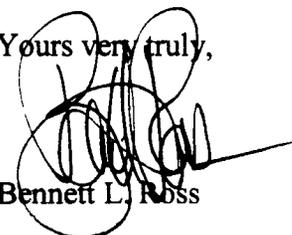
Re: *Investigation of BellSouth Telecommunications, Inc.'s Provision of Unbundled Network Elements for xDSL Service Providers; Docket No. 11900-U*

Dear Mr. McAlister:

Enclosed please find an original and nineteen (19) copies, as well as an electronic version, of a Settlement Agreement in the above-referenced docket between BellSouth Telecommunications, Inc. ("BellSouth") and Rhythms Links, Inc., Covad Communications Company, BlueStar Networks, Inc., and BroadSlate Networks of Georgia, Inc. DSLnet Communications, LLC has indicated that it does not oppose the settlement. Other parties are currently reviewing the agreement and may ultimately agree to sign. AT&T Communications of the Southern States, Inc. and Sprint Communications Company, L.P. are the only parties to date that have indicated opposition to the Settlement Agreement. I would appreciate your filing same and returning the four (4) extra copies stamped "filed" in the enclosed self-addressed and stamped envelopes.

Thank you for your attention to this matter.

Yours very truly,

  
Bennett L. Ross

BLR:nvd  
Enclosures

cc: Leon Bowles (via hand delivery)  
Parties of Record

219017

**BEFORE THE  
GEORGIA PUBLIC SERVICE COMMISSION**

In re: )  
)  
Investigation of BellSouth Telecommunications, ) Docket No. 11900-U  
Inc.'s Provision of Unbundled Network Elements )  
for xDSL Service Providers )  
\_\_\_\_\_ )

**SETTLEMENT AGREEMENT**

**ISSUE 1: xDSL Loops**

**(a) Do any xDSL loops need to be designed?**

BellSouth will offer both designed and nondesigned xDSL loops. Not later than March 31, 2001, BellSouth will provide a nondesigned xDSL loop (hereinafter referred to as "UCL-ND") that meets the following technical parameters:

The UCL-ND will be provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame 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 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 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 design layout record or a test point.

Within ten (10) days, BellSouth agrees to provide contract language to competing local exchange carriers ("CLECs") interested in amending their interconnection agreement to include the UCL-ND offering so that these CLECs can order the UCL-ND when it becomes available on or before March 31, 2001. This amendment will include the technical parameters of the UCL-ND, including applicable references to TR 73600, and will reference a CLEC's ability to avail itself of BellSouth's Loop Make-Up ("LMU") process to obtain LMU information and to request Unbundled Loop Modification. This amendment also will make clear that for maintenance and repair purposes BellSouth is unable to perform remote testing on the UCL-ND when a trouble is reported because of the absence of a test point and, accordingly, CLECs ordering the UCL-ND agree to: (i) test and isolate trouble to the BellSouth portion of the UCL-ND before reporting a trouble to BellSouth; (ii) provide the results of such testing when reporting a trouble to BellSouth; and (iii) pay the costs of a

BellSouth dispatch if the CLEC reports a trouble on the UCL-ND and no trouble is found on BellSouth's portion of the UCL-ND.

The parties agree to negotiate the terms and conditions of joint acceptance testing for the UCL-ND. In the interim, BellSouth will perform continuity validation on UCL-ND loops which require a dispatch to provision prior to order completion. In addition, requesting carriers have the option to purchase Loop Testing (Cost Reference No. A.19), which shall be billed at the following rates in Georgia: Basic Per Half Hour - \$ 78.92; Overtime Per Half Hour - \$102.99; Premium Per Half Hour - \$ 127.04; Additional Basic Per Half Hour - \$ 23.33; Additional Overtime Per Half Hour - \$30.31; Additional Premium Per Half Hour - \$37.28. This agreement is contingent on a finding by the Georgia Commission that it has reviewed the rates for Loop Testing and has determined that such rates are just, reasonable, and fall within the range that the reasonable application of TELRIC principles would produce. Notwithstanding the foregoing, nothing in this agreement should imply that the CLECs agree that such rates are in fact TELRIC-based rates.

BellSouth will make available the Loop Testing rates set forth above on an interim basis in Alabama, Florida, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina. These interim rates will be true-up retroactively when Loop Testing rates are established by the Alabama Commission in Docket 27821, the Kentucky Commission in Case No. 382, the Louisiana Commission in Docket U-24814(A), the Mississippi Commission in Docket 00-UA-999, the North Carolina Utilities Commission in Docket P-100, Sub 133d, and the South Carolina Commission in Docket 2001-65-C, respectively.

When BellSouth provisions a UCL-ND, BellSouth will take necessary steps to identify the pair as an xDSL compatible loop. As such, when making modifications to its network, BellSouth will maintain the same specified physical characteristics of the UCL-ND in accordance with TR 73600.

**(b) What are the appropriate recurring and nonrecurring charges for the nondesigned xDSL loop to be offered by BellSouth?**

Based upon the results of its cost study conducted consistent with the methodology adopted previously by the Georgia Commission, the parties agree to the following recurring and nonrecurring rates for the 2-wire UCL-ND: \$12.80 recurring; \$ 44.69 nonrecurring (first, with \$22.40 additional); disconnect \$25.65 (first, with \$7.06 additional). These rates are interim subject to retroactive true-up once the Commission establishes permanent rates for the UCL-ND in the generic cost docket that will be held later this year. The recurring rate for the UCL-ND will be deaveraged consistent with the methodology previously adopted by the Georgia Commission in Docket 7061-U. The rates set forth above do not include any costs associated with LMU information or Unbundled Loop Modification, which have separate rate elements. This agreement is contingent on a finding by the Georgia Commission that it has reviewed the rates for the UCL-ND and has determined that such rates are just, reasonable, and fall within the range that the reasonable application of TELRIC principles would produce. Notwithstanding the foregoing, nothing in this agreement should imply that the CLECs agree that such rates are in fact TELRIC-based rates.

BellSouth will make available the rates set forth above on an interim basis for the UCL-ND in Alabama, Florida, Kentucky, Louisiana, Mississippi, and South Carolina. These interim rates will be trued-up retroactively using as a surrogate the commission-approved recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 unbundled loop when established by the Alabama Commission in Docket 27821, the Kentucky Commission in Case No. 382, the Louisiana Commission in Docket U-24814(A), the Mississippi Commission in Docket 00-UA-999, and the South Carolina Commission in Docket 2001-65-C, respectively. BellSouth also will make available the UCL-ND in North Carolina and Tennessee using the state commission-approved recurring, nonrecurring, and disconnect rates (if applicable) for the SL-1 unbundled loop as a surrogate. In any given state, commission-approved SL-1 rates will cease to be used as a surrogate for the UCL-ND as soon as the public service commission in that state has been provided a cost study for the UCL-ND and expressly approved a rate for the UCL-ND.

**(c) What are the appropriate recurring and nonrecurring charges for the xDSL loops currently offered by BellSouth (ADSL, HDSL, UCL - Short, and UCL-Long)?**

The parties agree to use the ADSL and HDSL recurring rates established by the Georgia Commission in Docket 7061-U and BellSouth's proposed recurring rates for the UCL-Long and UCL-Short. These rates are as follows:

	Zone 1	Zone 2	Zone 3
2-wire ADSL Compatible Loop	\$ 11.23	\$ 12.97	\$ 20.62
2-wire HDSL Compatible Loop	7.88	9.09	14.46
4-wire HDSL Compatible Loop	10.39	12.00	19.07
2-wire UCL-Long	35.56	41.07	65.28
2-wire UCL-Short	12.02	13.88	22.07

This agreement is contingent on a finding by the Georgia Commission that it has reviewed the recurring rates for the UCL-Long and UCL-Short and has determined that such rates are just, reasonable, and fall within the range that the reasonable application of TELRIC principles would produce. Notwithstanding the foregoing, nothing in this agreement should imply that the CLECs agree that such rates are in fact TELRIC-based rates.

The parties have been unable to reach agreement on nonrecurring rates for the ADSL, HDSL, UCL-Long, or UCL-Short unbundled loops.

**(d) What are the appropriate provisioning intervals for xDSL loops?**

The parties agree to use the provisioning intervals for xDSL loops established by the Georgia Commission in Docket 7892-U, with the understanding that the Commission will examine these intervals as part of its regular review of the measurements, benchmarks, and analogs applicable to BellSouth's performance. Nothing herein shall preclude a party from seeking to arbitrate the issue of provisioning intervals in a Section 252 arbitration.

**ISSUE 2: Two-Wire Universal Digital Channel Loops**

The parties agree that the recurring rate for the UDC will be equal to the recurring rate for the ISDN unbundled loop established by the Georgia Commission in Docket 7061-U. These rates are interim subject to retroactive true-up once the Commission establishes a new recurring rate for the ISDN unbundled loop in the generic cost docket that will be held later this year. These rates are as follows:

	Zone 1	Zone 2	Zone 3
Universal Digital Channel	\$ 21.89	\$ 25.27	\$ 40.17

This agreement is contingent on a finding by the Georgia Commission that it has reviewed the rates for the UDC and has determined that such rates are just, reasonable, and fall within the range that the reasonable application of TELRIC principles would produce. Notwithstanding the foregoing, nothing in this agreement should imply that the CLECs agree that such rates are in fact TELRIC-based rates.

The parties have been unable to reach agreement on the nonrecurring rates for the UDC unbundled loop.

**ISSUE 3: Digital Loop Carrier Issues**

BellSouth agrees to comply fully with all existing Commission and FCC requirements concerning access to fiber-fed loops, including any additional requirements that the FCC may impose in connection with its Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and Sixth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (Jan. 19, 2001) ("*Line Sharing Reconsideration Order*")

With respect to the use of dual-purpose line cards in Next Generation Digital Loop Carrier ("NGDLC") systems, BellSouth has not deployed such functionality in its network in Georgia. Before any such deployment, BellSouth agrees to give the Georgia Commission and the parties in this docket not less than 90 (ninety) days advance notice. This would allow either the Commission or the parties to seek to convene a proceeding to determine what, if any, unbundling requirements should be imposed upon BellSouth in connection with the deployment of dual-purpose line card functionality.

**ISSUE 4: Loop Deconditioning**

The parties have been unable to reach agreement on the loop deconditioning issues.

## **ISSUE 5: Line Sharing**

To resolve Issue 5(b) (“What splitter ownership options should BellSouth be required to offer”), the parties agree that BellSouth will offer the ILEC owned/ILEC maintained splitter ownership option. BellSouth also will offer the CLEC owned/CLEC maintained splitter ownership option no later than sixty (60) days after the successful completion of end-to-end testing of this option with a CLEC that provides its own splitter in collocation space in the Toco Hills central office in Atlanta, Georgia. BellSouth also will offer the CLEC owned/BellSouth maintained splitter ownership option no later than sixty (60) days after the successful completion of end-to-end testing of this option with a CLEC that provides its own virtually collocated splitter.

To resolve Issue 5(d) (“Should CLECs be able to obtain Splitter Capacity on a Port-by-Port basis”), the parties agree that BellSouth will offer CLECs the option of purchasing 8 ports at a time, in addition to the current 24 and 96 splitter port options.

To resolve Issue 5(e) (“How should BellSouth provide access to Line Sharing over fiber-fed loops”), BellSouth agrees to comply fully with all existing Commission and FCC requirements concerning providing access to line sharing over fiber-fed loops, including any additional requirements that the FCC may impose in connection with its *Line Sharing Reconsideration Order*. BellSouth also agrees to give the Georgia Commission and the parties in this docket not less than 90 (ninety) days advance notice of the deployment of the functionality necessary to make use of dual-purpose line cards in NGDLC systems in BellSouth’s network in Georgia.

To resolve Issue 5(g) (“What are the appropriate intervals for provisioning splitters and collocation augments for line sharing”), the parties agree that BellSouth will provision splitters in 36 calendar days, provided that the CLEC submits a forecast three (3) months or more prior to the splitter order. BellSouth also will complete collocation augments for line sharing not later than 45 business days from receipt of a complete and accurate Bona Fide Firm Order, under the following circumstances: (i) the CLEC submits a forecast three (3) months or more prior to the application date; (ii) partially conditioned space is available in BellSouth’s central office with no infrastructure space preparation work required (e.g., no changes to HVAC, cable racking, or power plant); (iii) completing the augment does not require a governmental license or permit; (iv) a standard space preparation fee applies; and (v) no changes have occurred to BellSouth’s space or the CLEC’s augment request between the date of the application response and BellSouth’s receipt of the Bona Fide Firm Order.

To resolve Issue 5(h) (“What are the appropriate intervals for provisioning a line shared loop”), the parties agree to use the provisioning intervals for line sharing established by the Georgia Commission in Docket 7892-U, with the understanding that the Commission will examine these intervals as part of its regular review of the measurements, benchmarks, and analogs applicable to BellSouth’s performance. Nothing herein shall preclude a party from seeking to arbitrate the issue of line sharing provisioning intervals in a Section 252 arbitration.

The parties have been unable to reach agreement on Issue 5(a) (“What is the method by which CLECs should be provided access for testing purposes in line sharing arrangements”), Issue

Issue 5(c) ("Where should the splitter be located in line sharing arrangements"), and Issue 5(f) ("What are the appropriate recurring and nonrecurring charges for line sharing").

#### **ISSUE 6: Remote Terminal Collocation**

**(a) What are the appropriate terms and conditions for Remote Terminal Collocation?**

The parties agree that BellSouth will provide requesting CLECs with the following information concerning BellSouth's remote terminals in Georgia: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal. BellSouth will provide this information on a first come, first served basis within thirty calendar days of a CLEC request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by the CLEC, up to a maximum of thirty (30) wire centers per CLEC request per month and up to for a maximum of 120 wire centers total per month for all CLECs; and (iii) the requesting CLEC agrees to pay the costs incurred by BellSouth in providing the information.

**(b) What are the appropriate recurring and nonrecurring charges for remote terminal collocation?**

The parties agree to BellSouth's proposed recurring and nonrecurring rates for remote terminal collocation. This agreement is contingent on a finding by the Georgia Commission that it has reviewed these recurring and nonrecurring rates and has determined that such rates are just, reasonable, and fall within the range that the reasonable application of TELRIC principles would produce. Notwithstanding the foregoing, nothing in this agreement should imply that the CLECs agree that such rates are in fact TELRIC-based rates.

#### **ISSUE 7: Operations Support Systems**

The parties agree that all issues raised in this proceeding associated with the development of or modifications to BellSouth's OSS should be referred in the first instance to the Change Control Process ("CCP"). Nothing herein shall preclude a party from seeking to enforce its rights to OSS pursuant to the dispute resolution provisions of its interconnection agreement.

The parties have been unable to resolve the OSS rate issues.

**ISSUE 8: Line Splitting**

The parties agree that BellSouth will continue to own the splitter in a line splitting situation under the following circumstances: when a line sharing arrangement is in place such that a customer receives voice service from BellSouth and xDSL service from a DLEC, and the DLEC leases a BellSouth owned splitter, if the customer switches voice service from BellSouth to another CLEC, the DLEC may continue to lease the BellSouth owned-splitter to provide xDSL service and the CLEC may lease the unbundled network elements necessary to provide voice service. The applicable recurring charges to be paid by the CLEC for this line splitting arrangement will be the recurring rates for the loop, the port, and two cross connects established by the Georgia Commission in Docket 7061-U. The applicable nonrecurring charges to be paid by the CLEC for this line splitting arrangement will be the nonrecurring rate for the loop-port combination (switch as is) established by the Georgia Commission in Docket 10692-U.

The parties agree that all other operational issues raised in this proceeding associated with line splitting should be referred to the Line Splitting Collaborative and that all issues raised in this proceeding associated with the development of or modifications to BellSouth's OSS to accommodate line splitting should be referred in the first instance to the CCP.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

BENNETT L. ROSS

Date: March 27, 2001

CONSUMERS' UTILITY COUNSEL DIVISION

By: \_\_\_\_\_

Date: \_\_\_\_\_

RHYTHMS LINKS, INC.

By: Kim Scadia / By BR w/ permission

Date: March 27, 2001

COVAD COMMUNICATIONS COMPANY

By: Catherine Boone / By BR w/ permission

Date: March 27, 2001

BLUESTAR NETWORKS, INC.

By: Catherine Boone / By BR w/ permission

Date: March 27, 2001

BROADSLATE NETWORKS OF GEORGIA, INC.

By: John Pollock / R. BLR w/ permission  
Date: Mar. 27, 2001

NETWORK TELEPHONE CORPORATION

By: \_\_\_\_\_  
Date: \_\_\_\_\_

MPOWER COMMUNICATIONS CORP.

By: \_\_\_\_\_  
Date: \_\_\_\_\_

SOUTHEASTERN COMPETITIVE CARRIERS  
ASSOCIATION

By: \_\_\_\_\_  
Date: \_\_\_\_\_

WORLDCOM, INC.

By: \_\_\_\_\_  
Date: \_\_\_\_\_

BIRCH TELECOM OF THE SOUTH, INC.

By: \_\_\_\_\_  
Date: \_\_\_\_\_

NETWORK ACCESS SOLUTIONS  
CORPORATION

By: \_\_\_\_\_  
Date: \_\_\_\_\_

TRIVERGENT COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**PARTIES OF RECORD**  
**Docket No. 11900-U (xDSL)**

Kristy R. Holley, Division Director  
Consumers' Utility Counsel Division  
47 Trinity Avenue, S.W.  
4<sup>th</sup> Floor  
Atlanta, GA 30334  
(404) 656-4501 (o)  
(404) 651-9394 (f)  
[kristy.holley@cuc.oca.state.ga.us](mailto:kristy.holley@cuc.oca.state.ga.us)

Charles A. Hudak, Esquire  
Walt Saprnov, Esquire  
Counsel for Rhythms Links, Inc.  
Counsel for Covad Communications  
Gerry, Friend & Saprnov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, GA 30346-2131  
(770)399-9500  
[chudak@gfslaw.com](mailto:chudak@gfslaw.com)  
[wsaprnov@gfslaw.com](mailto:wsaprnov@gfslaw.com)

John L. Taylor Jr., Esquire  
Max Hess, Esquire  
Counsel for BlueStar Networks, Inc.  
Chorey, Taylor & Feil  
The Lenox Building, Suite 1700  
3399 Peachtree Road, N.E.  
Atlanta, GA 30326  
(404) 841-3200  
[ctf@ctflegal.com](mailto:ctf@ctflegal.com)

Daniel S. Walsh, Esquire  
Attorney General Office  
Department of Law – State of Georgia  
40 Capitol Square, S.W.  
Atlanta, GA 30334-1300  
(404) 657-2204 (o)  
(404) 656-0677 (f)  
[dan.walsh@law.state.ga.us](mailto:dan.walsh@law.state.ga.us)

Elizabeth Braman, Esquire  
Kristin L. Smith, Esquire  
Jeremy D. Marcus, Esquire  
Counsel for Rhythms Links Inc.  
Blumenfeld & Cohen  
1625 Massachusetts Ave., N.W., Suite 300  
Washington, DC 20036  
(202) 955-6300  
[elizabeth@technologylaw.com](mailto:elizabeth@technologylaw.com)  
[kristin@technologylaw.com](mailto:kristin@technologylaw.com)  
[jeremy@technologylaw.com](mailto:jeremy@technologylaw.com)

Joshua M. Bobeck, Esquire  
Russell M. Blau, Esquire  
Robert Ridings, Esquire  
Paul B. Hudson, Esquire  
Counsel for Broadslate Networks  
and Network Telephone  
and DSLnet Communication  
Swidler Berlin Shereff Friedman, LLP  
3000 K Street, N.W., Suite 300  
Washington, DC 20007-5116  
(202) 424-7500  
[pbhudson@swidlaw.com](mailto:pbhudson@swidlaw.com)  
[jmbobeck@swidlaw.com](mailto:jmbobeck@swidlaw.com)

David I. Adelman, Esquire  
Charles B. Jones, Esquire  
Hayley B. Riddle, Esquire  
Counsel for Mpower and MCImetro  
Sutherland Asbill & Brennan LLP  
999 Peachtree Street, N.E.  
Atlanta, GA 30309-3996  
(404) 853-8206  
[diadelman@sab.com](mailto:diadelman@sab.com)  
[cbjones@sab.com](mailto:cbjones@sab.com)

John Kerkorian, Esquire  
Regional General Counsel  
Mpower Communications Corp.  
Two Premier Plaza  
5607 Glenridge Drive, Suite 310  
Atlanta, GA 30342  
(404) 554-1217  
[jkerkorian@mpowercom.com](mailto:jkerkorian@mpowercom.com)

Tiane L. Sommer, Esquire  
Counsel for SECCA  
Morris, Manning & Martin LLP  
Suite 1600, Atlanta Financial Center  
3343 Peachtree Road, N.E.  
Atlanta, GA 30326  
(404) 504-7641  
[tsommer@mmlaw.com](mailto:tsommer@mmlaw.com)

Catherine F. Boone, Esquire  
Covad Communications Company  
10 Glenlake Parkway, Suite 650  
Atlanta, GA 30328  
(678)579-8388  
[cboone@covad.com](mailto:cboone@covad.com)

Benjamin W. Fincher, Esquire  
Sprint Communications Company, L.P.  
3100 Cumberland Circle  
Mailstop GAATLN0802  
Atlanta, GA 30339  
(404) 649-6221  
[ben.fincher@mail.sprint.com](mailto:ben.fincher@mail.sprint.com)

Martha P. McMillin, Esquire  
Dulaney L. O'Roark III, Esquire  
WorldCom, Inc.  
Six Concourse Parkway  
Suite 3200  
Atlanta, GA 30328  
(770) 284-5495  
[martha.mcmillin@wcom.com](mailto:martha.mcmillin@wcom.com)

Suzanne W. Ockleberry, Esquire  
AT&T  
Law & Government Affairs  
Suite 8077  
1200 Peachtree Street, N.E.  
Atlanta, GA 30309-3579  
(404) 810-7175  
[sockleberry@att.com](mailto:sockleberry@att.com)

Glenn A. Harris, Esquire  
Lori Anne Dolqueist, Esquire  
NorthPoint Communications, Inc.  
303 Second Street, South Tower  
San Francisco, CA 94107  
(415) 403-4003  
[gharris@northpoint.net](mailto:gharris@northpoint.net)  
[ldolqueist@northpoint.net](mailto:ldolqueist@northpoint.net)

William R. Atkinson, Esquire  
Sprint Communications Company L.P.  
3100 Cumberland Circle  
Mailstop GAATLN0802  
Atlanta, GA 30339  
(404) 649-6221  
[bill.atkinson@mail.sprint.com](mailto:bill.atkinson@mail.sprint.com)

Dean R. Fuchs, Esquire  
Smith, Galloway, Lyndall & Fuchs, LLP  
Counsel for Birch Telecom  
Suite 400 First Union Tower  
100 South Hill Street  
Griffin, GA 30224  
(770) 233-6230  
[drfuchs@mindspring.com](mailto:drfuchs@mindspring.com)

Donald I. Hackney Jr., Esquire  
Anne E. Franklin, Esquire  
Counsel for Northpoint Communications  
Arnall Golden & Gregory, LLP  
2800 One Atlantic Center  
1201 West Peachtree Street  
Atlanta, GA 30309  
(404) 873-8500  
[anne.franklin@agg.com](mailto:anne.franklin@agg.com)

Rodney L. Joyce, Esquire  
Shook, Hardy & Bacon, L.L.P.  
Counsel for Network Access  
Solutions Corporation  
600 14<sup>th</sup> Street, N.W., Suite 800  
Washington, DC 20005-2004  
(202) 783-8400  
[rjoyce@shb.com](mailto:rjoyce@shb.com)

Charles V. Gerkin Jr., Esquire  
Counsel for Sprint Communications  
Company, L.P.  
Smith, Gambrell & Russell, LLP  
Promenade II, Suite 3100  
1230 Peachtree Street, N.E.  
Atlanta, GA 30309-3592  
(404) 815-3716  
[cvgerkin@sqrlaw.com](mailto:cvgerkin@sqrlaw.com)

Hamilton E. Russell, Esquire  
Vice President and General Counsel  
TriVergent Communications, Inc.  
200 North Main Street  
Suite 303  
Greenville, SC 29601  
[brussell@trivergent.com](mailto:brussell@trivergent.com)