

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT W

Petition of Pacific Bell Telephone Company for Arbitration
of an Interconnection Agreement with Supra Telecommunications and Information
Systems, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996

Decision No. 01-06-073, Application No. 01-03-004 (Filed
March 2, 2001)

California Public Utilities Commission

2001 Cal. PUC LEXIS 600

June 28, 2001

CORE TERMS: arbitration, negotiation, expired, arbitrator, replacement,
mediate, mediation, interconnection, negotiate, carrier, Telecommunications Act,
public review, notice of termination, proposed agreement, refused to provide,
prior agreement, disputed issues, new agreement, termination, requesting,
territory, terminate, progress, clarify, waived, window, opt

[*1] I. Summary

We affirm the results reached in the May 25, 2001 Final Arbitrator's Report
(FAR). Parties have filed proof of the termination of their existing
interconnection agreement, as ordered by the FAR. This proceeding is closed.

Loretta M. Lynch, President; Henry M. Duque, Richard A. Bilas, Carl W. Wood,
Geoffrey F. Brown, Commissioners

OPINION: OPINION

Background

On March 2, 2001, Pacific Bell Telephone Company (Pacific Bell or Pacific)
filed a petition for arbitration of an interconnection agreement (ICA or
agreement) with Supra Telecommunications and Information Systems, Inc. (Supra)
pursuant to Section 252(b) of the Telecommunications Act of 1996 (Act).

Supra's previous three-year ICA expired on February 3, 2000 but remained in
effect during the course of negotiations of a new ICA between the parties.
According to Pacific, Supra never implemented the prior agreement and did not
serve any customers in Pacific's territory under the prior agreement. Supra did
not dispute this claim.

On March 21, 2000, Pacific sent Supra a letter requesting the commencement of
negotiations of a replacement agreement. After some initial discussions, Pacific
represents that the parties agreed[*2] to September 25, 2000 as a
negotiation start date. Under the Act, the Commission must act within nine
months of this date or by June 25, 2001. The parties waived this nine month

deadline and agreed to extend it until August 1, 2001.

According to Rule 3.6 of ADC-151, Supra's response to Pacific's arbitration request was due on March 27, 2001. On that day, Supra filed a "Motion to Dismiss Arbitration, Request for Mediation, and Complaint Regarding Pacific's Bad Faith Negotiation Tactics."

On April 3, 2001, Pacific filed a response to Supra's motion.

III. Pacific's Request for Arbitration

In its request for arbitration, Pacific describes its efforts to negotiate a replacement ICA with Supra. Pacific contends that despite its best efforts, meaningful negotiation of a new agreement did not occur. Pacific states that the negotiations that did take place did not progress to the point of identifying disputed issues. Despite the lack of progress, Pacific documents that it offered to extend the arbitration window so that further negotiations could occur, but these offers were rebuffed.

Pacific's request for arbitration states that it has significant problems with continuing the [*3] current, expired agreement any longer. As an example, Pacific describes five areas of the current, expired agreement that are out-of-date and contrary to recent Commission decisions. Pacific observes that if Supra does not agree with Pacific's proposed new agreement, Supra has the option of signing a current ICA that Pacific has established with another carrier. Pacific argues that it should not be forced to live with an expired agreement that imposes conditions and obligations that have been expressly rejected by more recent Commission orders.

IV. Supra's Motion Requesting Mediation

Rather than responding to Pacific's arbitration request as required by Rule 3.6, Supra filed a motion on March 27, 2001 requesting the Commission delay action on Pacific's arbitration request, participate in the negotiation of a replacement ICA, and mediate any differences arising in the course of the negotiation.

Supra states that in June 2000, it proposed the current ICA as the starting point for negotiations. At that time, Supra requested that Pacific provide further information to Supra in order to begin negotiations. Supra contends that Pacific refused to negotiate in good faith because it refused[*4] to provide the information Supra requested. According to Supra, this lack of information has been a severe [ILLEGIBLE WORD] and prevented even the start of negotiations.

Supra also claimed that Pacific's arbitration request was not timely because based on a March 21, 2000 start date for negotiations, the arbitration window had already expired. Supra now asks the Commission to mediate because Pacific Bell has refused to provide any information to Supra to reach an agreement. Supra also asks the Commission to order Pacific to immediately provide the information to Supra that it previously requested.

V. Pacific's Response to Supra Motion

Pacific notes that Supra failed to file a response to the request for

arbitration in keeping with Rule 3.6 of the Commission's arbitration rules. Supra's response did not identify any disputed portions of the agreement Pacific proposed in its request for arbitration.

Pacific urges the arbitrator and the Commission to order Supra to sign Pacific's proposed agreement or declare the existing expired agreement null and void.

In defense of Supra's bad faith claims, Pacific responds that Supra's request for information was too broad and vague. According[*5] to Pacific, it repeatedly requested Supra to clarify its demands and narrow the scope of its requests, but Supra refused to do so. Pacific also questioned the need to provide information for the entire SBC service territory when the ICA would only cover California.

Regarding the timeliness of the filing, Pacific states that its petition was timely because representatives of both Pacific and Supra signed a letter on September 27, 2000 agreeing to a "start date" of negotiations of September 25, 2000.

VI. Arbitrator's Findings

The assigned arbitrator, Administrative Law Judge Dorothy Duda, filed and served her Draft Arbitrator's Report (DAR) on May 9, 2001. No comments were filed on the DAR. The arbitrator filed and served the FAR on May 25, 2001.

The FAR denied Supra's motion to mediate the matter finding that:

1. Pacific's arbitration request was timely based on the letter setting a negotiation start date of September 25, 2000;
2. Supra's requests for information from Pacific were too broad because they did not reasonably narrow the initial request or identify disputed issues;
3. It was not reasonable for Supra's to wait over seven months from Pacific's first refusal [*6] to provide the requested information before asking the Commission to mediate the dispute.

The FAR also found that given no substantive response to the arbitration request, the parties should either sign Pacific's proposed agreement or terminate the existing agreement. The FAR noted that Supra retained the ability to opt into one of Pacific's existing agreements with another carrier.

The parties filed proof of the termination of the existing interconnection agreement on June 4, 2001.

Normally, the Commission examines the agreement filed following an arbitration to see if it meets the requirements of Section 251 of the Act. Here, parties have accepted the arbitrator's outcome and terminated their existing agreement. Presumably, they will now resume negotiation of a replacement agreement. We are hopeful that the parties can either successfully negotiate a replacement agreement without the need for arbitration or that Supra will opt into one of Pacific's existing agreements with another carrier. In any event, the parties may file a new arbitration request if necessary.

We believe the arbitrator decided each issue correctly in this matter and we affirm the results of the arbitration. [*7] We accept the proof of termination filed by the parties on June 4, 2001.

Public Review and Comment

Section 77.7(f)(5) provides that we may reduce or waive the period for public review and comment "for a decision under the state arbitration provisions of the Telecommunications Act of 1996." We consider and adopt this decision today under the state arbitration provisions of the Act. Because there is no pending agreement on which comment need be sought, the period for comments is waived.

Findings of Fact

1. Pacific's arbitration request was timely filed on March 2, 2001 based on a negotiation start date of September 25, 2000.

2. Supra did not file a substantive response to Pacific's arbitration request.

3. Supra waited seven months to ask for mediation.

4. Pacific requested that Supra clarify its demands and narrow the scope of its requests for information, but Supra refused to do so.

5. The FAR denied Supra's motion for mediation.

6. The FAR ordered parties to file and serve an interconnection agreement conforming to the one attached to Pacific's arbitration request or to terminate the current agreement.

7. The parties filed a notice of termination of the expired agreement[*8] on June 7, 2001.

Conclusion of Law

The FAR, along with the notice of termination filed by Supra and Pacific, should be approved.

ORDER

IT IS ORDERED that:

1. We affirm the results reached in the May 25, 2001 Final Arbitrator's Report for Application 01-03-004.

2. This proceeding is closed.

This order is effective today.

Dated June 26, 2001, at San Francisco, California.

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EXHIBIT X

ISSUE NO.	ISSUE	LANGUAGE PROPOSED BY SUPRA TO RESOLVE ISSUE	LANGUAGE IN AGREEMENT
7	Which end user line charges, if any, should Supra be required to pay BellSouth?	<p>Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to Supra where Supra is a subscriber to local switching or where Supra is a reseller of BellSouth telecommunications services. This charge will not be discounted.</p> <p>Pursuant to 47 CFR Section 51.617, BellSouth will bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge) identical to the end user common line charges BellSouth bills its end users. The end user common line charges shall not be discounted. Supra in turn may bill it's end users Supra's end user common line charges.</p> <p>When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge) identical to the end users common line charges BellSouth bills its end users. Supra may bill it's end users Supra's end user common line charges.</p> <p>Unbundled Local Switching consists of three separate</p>	<p>Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to Supra where Supra is a subscriber to local switching or where Supra is a reseller of BellSouth telecommunications services. This charge will not be discounted. Att. 1 § 3.21</p> <p>Pursuant to 47 CFR Section 51.617, BellSouth will bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge) identical to the end user common line charges BellSouth bills its end users. The end user common line charges shall not be discounted. Supra in turn may bill it's end users Supra's end user common line charges. Att. 1 3.25</p> <p>When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge), as referenced in Attachment 1, Section 3.25, to this Agreement. Supra may bill it's end users Supra's end user common line charges. Att. 2 2.6</p> <p>Unbundled Local Switching consists of three separate</p>

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		<p>unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.</p> <p>Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Supra's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.</p> <p>Provided that Supra purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a an end user of one Party and terminated to an end user of itself or the other Party where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for calls that originate and terminate in the same LATA (except for those calls originated and terminated through switched access arrangements) and that use the BellSouth LPIC. Intercarrier compensation for local calls between BellSouth and Supra shall be as</p>	<p>unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports. Att. 2 § 6.3.2</p> <p>Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Supra's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for the interLATA toll service. Att. 2 § 6.3.2.1</p> <p>Provided that Supra purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a an end user of one Party and terminated to an end user of itself or the other Party where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for calls that originate and terminate in the same LATA (except for those calls originated and terminated through switched access arrangements) and that use the BellSouth LPIC. Intercarrier compensation for local calls between BellSouth and Supra shall be as described in</p>

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		<p>described in BellSouth's UNE Local Call Flows 1, 3, 5, 7, 9, 10, 11 and 12 set forth in Exhibit ___ to this Attachment.</p> <p>Where Supra purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Supra end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows 1, 3, 5, 7, 9, 10, 11 and 12 set forth in Exhibit __ to this Attachment.</p> <p>For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Supra the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.</p> <p>Reverse billed toll calls, such as intraLATA 800</p>	<p>BellSouth's UNE Local Call Flows 1, 3, 5, 7, 9, 10, 11 and 12 set forth in Exhibit B to this Attachment. Att. 2 § 6.3.2.2</p> <p>Where Supra purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a Supra end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized Intercarrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows 1, 3, 5, 7, 9, 10, 11 and 12 set forth in Exhibit B to this Attachment. Att. 2 § 6.3.2.3</p> <p>For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Supra the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate. Att. 2 § 6.3.2.4</p> <p>Reverse billed toll calls, such as intraLATA 800 calls,</p>

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		calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Supra shall not bill BellSouth originating or terminating switched access for such calls.	calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Supra shall not bill BellSouth originating or terminating switched access for such calls. Att. 2 § 6.3.2.5
13	What should be the appropriate definition of local traffic for purposes of the parties' reciprocal compensation obligations under Section 251(B)(5) of the 1996 ACT?	<p>5. Interconnection Compensation</p> <p>5.1 <u>Compensation for Local and ISP-bound Traffic</u></p> <p>5.1.1 Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that Party's network, except for those calls that originated or terminated through switched access arrangements as established by the ruling regulatory body.</p> <p>5.1.1.1 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic and ISP-bound Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call,</p>	<p>In Attachment 3</p> <p>6. Interconnection Compensation</p> <p>6.1 Compensation for Local Traffic and ISP-bound Traffic.</p> <p>6.1.1 Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that Party's network, except for those calls that originated or terminated through switched access arrangements as established by the ruling regulatory body.</p> <p>6.1.1.1. The Parties recognize and agree that the compensation for the transport and termination of Local Traffic and ISP-bound Traffic is intended to allow each Party to recover costs associated with such traffic. The Parties recognize and agree that such compensation will not be billed and shall not be paid for calls where a Party sets up a call, or colludes with a</p>

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		<p>or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.</p> <p>5.1.1.2 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.</p>	<p>third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purposes of providing a telecommunications service to an end user.</p> <p>6.1.1.2 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.</p>
25B	Should UNES ordered and used by supra Telecom be considered part of its network for the purposes of reciprocal compensation, switched access charges and inter/intraLATA services?	When Supra orders or uses BellSouth unbundled Network Elements pursuant to Attachment 2 of this Agreement, those elements ordered or used shall be considered part of Supra's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section. Where Supra utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to a Supra end user, Supra shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, Supra shall not charge reciprocal compensation to BellSouth for termination of BellSouth originated Local Traffic in	When Supra orders or uses BellSouth unbundled Network Elements pursuant to Attachment 2 of this Agreement, those elements ordered or used shall be considered part of Supra's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section. Where Supra utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to a Supra end user, Supra shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, Supra shall not charge reciprocal compensation to BellSouth for termination of BellSouth originated Local Traffic in instances where Supra utilizes

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		<p>instances where Supra utilizes BellSouth's unbundled switching and where BellSouth does not bill Supra for the terminating usage on that unbundled switching. In the event that (1) any FCC or State Commission order changes the rates for reciprocal compensation and/or end office switching as set forth in this Agreement, and (2) either Party requests to amend this Agreement to implement such new rate or rates, and (3) such amendment will result in the rates for end office switching and reciprocal compensation not being equal, then either Party may request to negotiate an amendment to this Section. Call flows applicable to this Section are call flows 9, 10, 11 and 12 as set forth in Exhibit __ of Attachment 2 of this Agreement.</p>	<p>BellSouth's unbundled switching and where BellSouth does not bill Supra for the terminating usage on that unbundled switching. In the event that (1) any FCC or State Commission order changes the rates for reciprocal compensation and/or end office switching as set forth in this Agreement, and (2) either Party requests to amend this Agreement to implement such new rate or rates, and (3) such amendment will result in the rates for end office switching and reciprocal compensation not being equal, then either Party may request to negotiate an amendment to this Section. Call flows applicable to this Section are call flows 9, 10, 11 and 12 as set forth in Exhibit B of Attachment 2 of this Agreement. Att. 2 § 2.13</p>
27	<p>Should there be a single point of interconnection within the LATA for the mutual exchange of traffic? If so, how should the single point be determined?</p>	<p>The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access).</p> <p>BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.</p> <p>Supra shall provide interconnection to BellSouth at any mutually agreed upon point.</p> <p>Supra must establish, at a minimum, a single Point of</p>	<p>The Parties shall provide interconnection with each other's network for the transmission and routing of telephone exchange service (local) and exchange access (switched access). Att 3. § 1.1</p> <p>BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network. Att.3 § 1.2</p> <p>Supra Telecom shall provide interconnection to BellSouth at any mutually agreed upon point. Att. 3 § 1.3</p> <p>Supra Telecom must establish, at a minimum, a single</p>

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		<p>Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of Supra's originated Local Traffic and ISP-bound Traffic terminated to BellSouth and transit traffic terminated to other than BellSouth. If Supra chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access or local tandem. Furthermore, Supra Telecom must establish Points of Interconnection at all BellSouth access and local tandems where Supra NXXs are "homed." A "Homing" arrangement is defined by a "final" Trunk Group between the BellSouth access or local tandem and Supra Telecom End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is Supra's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for Supra to home its NPA/NXX(s) on a BellSouth access or local tandem, Supra's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.</p> <p>Additional Points of Interconnection in a particular LATA may be established by mutual agreement of the Parties. If the Party's are unable to agree, then the Party's agree to continue to use the initial Point of</p>	<p>Point of Presence, Point of Interface, and Point of Interconnection with BellSouth within the LATA for the delivery of Supra Telecom's originated Local Traffic and ISP-bound Traffic terminated to BellSouth and transit traffic terminated to other than BellSouth. If Supra Telecom chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth access. Furthermore, Supra Telecom must establish Points of Interconnection at all BellSouth access and local tandems where Supra Telecom NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth access or local tandem and Supra Telecom End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the access or local tandem and End Office switch. It is Supra Telecom's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide ("LERG"). In order for Supra Telecom to home its NPA/NXX(s) on a BellSouth access or local tandem, Supra Telecom's NPA/NXX(s) must be assigned to an exchange rate center area served by that BellSouth access or local tandem and as specified by BellSouth.</p> <p>Att. 3 § 1.4</p> <p>Additional Points of Interconnection in a particular LATA may be established by mutual agreement of the Parties. If the Party's are unable to agree, then the Party's agree to continue to use the initial Point of</p>

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		<p>Interconnection until such time as the agreement is amended to incorporate the FPSC's decision in Docket No. 000075-TP.</p> <p>A Point of Presence is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The Point of Presence is the physical location within which the Point(s) of Interface occur.</p> <p>A Point of Interface is the physical telecommunications interface between BellSouth and Supra Telecom's interconnection facilities. It establishes the technical interface and point of operational responsibility. The primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics:</p> <p>It is a cross-connection point to allow connection, disconnection, transfer or restoration of service.</p> <p>It is a point where BellSouth and Supra can verify and maintain specific performance objectives.</p>	<p>Interconnection until such time as the agreement is amended to incorporate the FPSC's decision in Docket No. 000075-TP. Att. 3 § 1.4.1</p> <p>A Point of Presence is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The Point of Presence is the physical location within which the Point(s) of Interface occur. Att. 3 § 1.5</p> <p>A Point of Interface is the physical telecommunications interface between BellSouth and Supra Telecom's interconnection facilities. It establishes the technical interface and point of operational responsibility. The Primary purpose of the Point of Interface is to serve as the terminus for each Party's interconnection facilities. The Point of Interface has the following main characteristics. Att. 3. § 1.6</p> <p>It is a cross-connect point to allow connection, disconnection, transfer or restoration of service. Att. 3 § 1.6.1</p> <p>It is a point where BellSouth and Supra Telecom can verify and maintain specific performance objectives. Att. 3 § 1.6.2</p>

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		<p>It is specified according to the interface offered in this Agreement.</p> <p>The Parties provide their own equipment to interface with the circuits on the customer premises.</p> <p>The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technical feasible point, as described in this Agreement. Supra's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to Supra originated Local and ISP-bound Traffic and local originating and terminating transit traffic.</p> <p>The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices.</p> <p>Each party will be responsible for engineering its network (i.e., the underlying facilities on which</p>	<p>It is specified according to the interface offered in this Agreement. Att. 3 § 1.6.3</p> <p>The Parties provide their own equipment to interface with the circuits on the customer premises. Att. 3 § 1.7</p> <p>The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either access tandems, local tandems, End Offices, or any other technically feasible point, as described in this Agreement. Supra Telecom's requested Point of Interconnection will also be used for the receipt and delivery of Transit Traffic at BellSouth access and local tandems. Points of Interconnection established at the BellSouth local tandem apply only to Supra Telecom originated Local Traffic and ISP-bound Traffic and local originating and terminating Transit Traffic. Att. 3 § 1.8</p> <p>The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment 3 and accepted industry practices. Att. 3 § 1.9</p> <p>Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks</p>

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		<p>trunks are provisioned) on its side of the Point of Interface. Supra, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated Local Traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.</p> <p>BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated Local Traffic to Supra for call transport and termination by Supra.</p> <p>For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.</p> <p>For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.</p> <p>For the purposes of this Attachment 3, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.</p>	<p>are provisioned) on its side of the Point of Interface. Supra Telecom, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated Local Traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection. Att. 3 § 1.10</p> <p>BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated Local Traffic to Supra Telecom for call transport and termination by Supra Telecom. Att. 3 § 1.11</p> <p>For the purposes of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center. Att. 3 § 1.12</p> <p>For the purposes of this Attachment 3, Serving Wire Center is defined as the wire center owned by one Party from which the other party would normally obtain dial tone for its Point of Presence. Att. 3 § 1.13</p> <p>For the purposes of this Attachment 3, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network. Att. 3 § 1.14</p>
53	How should the demarcation points	BellSouth shall offer unbundled network elements (UNEs) to Supra at the rates, terms and conditions set	BellSouth shall offer unbundled network elements (UNEs) to Supra at the rates, terms and conditions set

ISSUE NO.	ISSUE	LANGUAGE PROPOSED BY SUPRA TO RESOLVE ISSUE	LANGUAGE IN AGREEMENT
	for UNES be determined?	<p>forth in this Agreement.</p> <p>BellSouth shall permit Supra to connect Supra's facilities with each of BellSouth's UNEs at any technical feasible demarcation point, and BellSouth shall provide Supra access to the Supra side of such demarcation point.</p> <p>Supra may use UNEs provided hereunder to provide any features, functions or service options that such UNEs are capable of providing, including those features, functions or service options described in the technical references identified herein for such UNEs.</p> <p>BellSouth shall offer each UNE individually and in the combinations specifically described in this Attachment.</p> <p>For each UNE BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connection or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which Supra agrees is suitable. However, where BellSouth provides combinations of UNEs to Supra, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined UNEs.</p>	<p>forth in this Agreement. Att. 2 § 1.2</p> <p>BellSouth shall permit Supra Telecom to connect Supra Telecom's facilities with each of BellSouth's UNEs at any technically feasible demarcation point, and BellSouth shall provide Supra Telecom access to the Supra Telecom side of such demarcation point. Att. 2 § 2.10</p> <p>Supra Telecom may use UNEs provided hereunder to provide any features, functions, or service options that such UNEs are capable of providing, including those features, functions, or service options described in the technical references identified herein for such UNEs. Att. 2 § 2.7</p> <p>BellSouth shall offer each UNE individually and in the combinations specifically described in this Attachment. Att. 2 § 2.3</p> <p>For each UNE, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which Supra Telecom agrees is suitable. However, where BellSouth provides Combinations of UNEs to Supra Telecom, BellSouth may provide the existing interconnections and no demarcation point shall exist between the combined UNEs. Att. 2 § 2.10.1</p>

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		<p><u>Demarcation Point.</u> For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between Supra Telecom’s equipment and/or network and BellSouth’s network located as close as reasonably possible to Supra Telecom’s Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require Supra Telecom to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth’s network, if technically feasible. For 2-wire and 4-wire connections to BellSouth’s network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Supra Telecom shall be responsible for providing, and Supra Telecom’s BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4 of this Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Supra Telecom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Supra Telecom’s option, expense, and if space permits, a Point of Termination</p>	<p><u>Demarcation Point.</u> For the purposes of this Attachment, BellSouth will designate the point(s) of interconnection between Supra Telecom’s equipment and/or network and BellSouth’s network located as close as reasonably possible to Supra Telecom’s Collocation Space. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. BellSouth will not require Supra Telecom to use an intermediate interconnection arrangement in lieu of direct connection to BellSouth’s network, if technically feasible. For 2-wire and 4-wire connections to BellSouth’s network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Supra Telecom shall be responsible for providing, and Supra Telecom’s BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4 of this Attachment 4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Supra Telecom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6 of this Attachment 4, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Supra Telecom’s option, expense, and if space permits, a Point of Termination (“POT”) bay or</p>

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		<p>(“POT”) bay or frame may be placed in the Collocation but shall not serve as the demarcation point, but may serve as a testing point.</p>	<p>frame may be placed in the Collocation Space but shall not serve as the demarcation point, but may serve as a testing point. Att. 4 § 5.5</p>
18	<p>What are the appropriate rates for the following services, items or elements set forth in the proposed interconnection agreement?</p> <ul style="list-style-type: none"> A) Resale B) Network Elements C) Interconnection D) Collocation E) LPN/INP F) Billing Records G) Other <p>Resolved only with respect to (A) Resale, and (D)</p>	<p>A) Resale – The discount applied to Supra’s purchase of BellSouth Telecommunications Services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.</p> <p style="text-align: center;">Exhibit A</p> <p style="text-align: center;">APPLICABLE DISCOUNTS</p> <p>The telecommunications services available for purchase by Supra Telecom for the purposes of resale to Supra Telecom end users shall be available at the following discount off of the retail rate. If Supra Telecom cancels an order for telecommunications service for the purposes of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the General Subscriber Services Tariff and the Private Line Service Tariff.</p> <p style="text-align: center;">DISCOUNT</p>	<p style="text-align: center;">Exhibit A</p> <p style="text-align: center;">APPLICABLE DISCOUNTS</p> <p>The telecommunications services available for purchase by Supra Telecom for the purposes of resale to Supra Telecom end users shall be available at the following discount off of the retail rate. If Supra Telecom cancels an order for telecommunications services for the purposes of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the General Subscriber Services Tariff and the Private Line Service Tariff.</p> <p style="text-align: center;">DISCOUNT</p>

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	Collocation.	<p><u>STATE RESIDENCE BUSINESS CSAs</u> Florida 21.83% 16.81% 16.81%</p> <p>When Supra Telecom provides Resale service in a cross boundary area (area that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.</p> <p>D) Collocation</p> <p>Resolved using Collocation rate sheet forwarded to Supra from BellSouth via e-mail on September 24, 2001.</p>	<p><u>STATE RESIDENCE BUSINESS CSAs</u> Florida 21.83% 16.81% 16.81%</p> <p>When Supra Telecom provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state. Att 1 Ex. A</p> <p>D) Collocation</p> <p>See rate sheet in Exhibit 4, Attachment A</p>