

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

BitWise Communications, Inc.)	
)	
v.)	ICC Docket No. 09-0052
)	
AT&T)	
Complaint as to over-billing and)	
threatened termination of service)	

**INITIAL BRIEF OF THE
STAFF OF THE ILLINOIS COMMERCE COMMISSION**

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The Staff of the Illinois Commerce Commission (the "Staff"), by and through its counsel, and pursuant to Section 200.800 of the Commission's Rules of Practice (83 Ill. Adm. Code 200.800), respectfully submits its Initial Brief in the above-captioned matter.

I. Procedural History

BitWise Communications, Inc. (hereafter "BitWise") filed its Formal Complaint in this proceeding on or about January 22, 2009. *See, generally, Complaint*. In its Complaint, BitWise alleged, *inter alia*, that the Illinois Bell Telephone Company (hereafter "Illinois Bell")¹ improperly overcharged BitWise for certain services that BitWise purchased from Illinois Bell pursuant to the Commission-approved interconnection agreements (hereafter "ICA") between the parties, and thereafter threatened to terminate such services for alleged failure to pay for such services. Complaint, Attachment at 2-3. BitWise alleged that Illinois Bell's conduct constitutes one or more violations of the parties' ICA as well as of Part 735 of the Commission's Rules, 83 Ill. Adm. Code 735.10, *et seq.* Complaint at 1.

BitWise sought, including other relief, an order directing Illinois Bell to desist from further attempts to disconnect service. Complaint at 2. BitWise contended that it had complied with Section 735.190(d) of the Commission's Rules, and that disconnection was therefore prohibited at that point. Complaint, Attachment at 3.

¹ In the interest of clarity, Staff will refer to the Respondent in this proceeding as Illinois Bell. Since, however, the exhibits submitted into evidence by Illinois Bell are marked officially as "AT&T Exhibits", they will be referred to as such.

On January 27, 2009, Illinois Bell filed its Notice of Intent to Disconnect (hereafter “Notice”). In its Notice, Illinois Bell stated that it intended to disconnect services to BitWise under the Contested Accounts on or after February 6, 2009. Notice at 1. In support of its asserted right to do so, Illinois Bell contended that: (a) BitWise is not entitled to invoke Section 735.190(d), which applies exclusively to carrier-to-carrier relations, Notice, ¶4; and (b) even if Section 735.190(d) was found to apply, BitWise failed to comply with it because it had not paid Illinois Bell any portion of sums Illinois Bell alleges to be due and owing on the Contested Accounts. Id., ¶5. Illinois Bell stated that it would therefore disconnect service to the Contested Accounts unless BitWise pays the undisputed portion of outstanding bills on the accounts in question. Id., ¶6. On January 28, 2009, the ALJ issued a Ruling directing Illinois Bell to refrain from disconnecting service to BitWise until a hearing in the matter was convened on February 6, 2009. See ALJ Ruling.

On February 6, 2009, a hearing was held in the proceeding, and after hearing argument regarding the matter, the Administrative Law Judge (hereafter “ALJ”) directed that the status quo ante be maintained until further notice. Tr. at 30. A testimonial schedule was duly set.

On February 10, 2009, Illinois Bell filed its Motion to Dismiss. See, *generally*, Motion. In its Motion, Illinois Bell argued that, first, Code Part 735 does not apply to carrier-to-carrier relations; and, second, that even if Code Part 735 could properly be invoked, BitWise failed to do so here. Motion, ¶¶2-9. Both Staff and BitWise responded to this Motion, recommending its denial, to which

Responses Illinois Bell filed a Reply. *See, generally, Staff Response, BitWise Response, Illinois Bell Reply*. The ALJ thereafter denied Illinois Bell's Motion. ALJ Ruling (March 27, 2009).

On March 2, 2009, BitWise submitted its Direct Testimony, consisting of BitWise Ex. 1.0, the Direct Testimony of Michael Schuler. On March 26, 2009, Staff and Illinois Bell submitted their respective Direct Testimony, consisting of the following: Staff Ex. 1.0, the Direct Testimony of Dr. James Zolnierrek; AT&T Ex. 1.0,² the Direct Testimony of Scott McPhee; AT&T Ex. 2.0, the Direct Testimony of Mark Neinast; and AT&T Ex. 3.0(R), the Direct Testimony of Chris L. Ellis. On April 9, 2009, all parties filed their respective Rebuttal Testimony, consisting of the following: BitWise Ex. 2.0, the Rebuttal Testimony of Michael Schuler; Staff Ex. 2.0, the Rebuttal Testimony of Dr. James Zolnierrek; AT&T Ex. 2.1, the Rebuttal Testimony of Mark Neinast; and AT&T Ex. 3.1, the Rebuttal Testimony of Chris L. Ellis.

Thereafter, on April 21 and 22, 2009, an evidentiary hearing was convened, with evidence adduced and testimony taken. Tr. at 35-428. At the conclusion of these hearings, the ALJ determined that the record was deficient insofar as the parties were unable to even concur in the nature, location and configuration of the physical facilities they used to exchange traffic. Tr. at 420-27. Illinois Bell and BitWise agree to prepare diagrams and a narrative describing those physical facilities, Tr. at 427, 438, and the matter was set over for status to May 20, 2009. Tr. at 428. In the course of that hearing, the network diagrams

² On April 23, 2009, Staff submitted Staff Ex. 1.0(R), the Revised Direct Testimony of Dr. James Zolnierrek, superseding Staff Ex. 1.0.

were admitted into evidence. ALJ Data Request Ex. 1(a)-(a); Tr. at 443. The matter was continued to June 24, 2009 for further status, at which time the narrative description was admitted into evidence. ALJ Data Request Ex. 2; Tr. at 452. It was determined that further evidentiary proceedings would be held with respect to the ramifications of the agreed-upon network configurations now in evidence. Tr. at 454-55. Consistent with this, on July 15, 2009, BitWise submitted BitWise Ex. 3, the Additional Testimony of Michael Shuler; on July 29, 2009, Illinois Bell submitted AT&T Ex. 2.2, the Additional Rebuttal Testimony of Mark Neinast, and on August 5, 2009, Staff submitted Staff Ex. 3.0,³ the Additional Testimony of Dr. James Zolnierek. On August 18, 2009, a further evidentiary hearing was convened, with evidence adduced and testimony taken. Tr. at 460-591. At the conclusion of these proceedings, the ALJ caused the matter to be marked “Heard and Taken”, Tr. at 591, and set a briefing schedule.

The ALJ directed each party to append to its Initial Brief a schedule detailing the sum, if any, that BitWise would owe to Illinois Bell on a monthly basis for the services and facilities at issue in this proceeding if that party’s position were to be adopted. Tr. at 590-91. The Staff has attached such a schedule to this Initial Brief, marked as Schedule JZ-1, and incorporated by this reference herein. Schedule JZ-1 reflects the manner in which the recommendations of Staff would be implemented at a given point in time and is intended to provide the parties the guidance necessary to revise bills for all other periods within the parameters of the instant dispute.

³ On August 10, 2009, Staff submitted Staff Ex. 3.0(R), the Revised Additional Testimony of Dr. James Zolnierek, superseding Staff Ex. 3.0.

II. Preliminary Legal Matters

A. Burden of Proof

Where a statute does not specifically place any burden of proof, courts have uniformly imposed on administrative agencies the common-law rule that the party seeking relief has the burden of proof. Scott v. Dept. of Commerce and Community Affairs, 84 Ill. 2d 42, 53; 416 N.E.2d 1082, 1088; 1981 Ill. Lexis 229 at 14; 48 Ill. Dec. 560 (1981). The term “burden of proof” includes the burden of going forward with the evidence, and the burden of persuading the trier of fact. People v. Ziltz, 98 Ill. 2d 38, 43; 455 N.E.2d 70, 72; 1983 Ill. Lexis 453 at 6; 74 Ill. Dec. 40 (1983). The burden of persuading the trier of fact does not shift throughout the proceeding, but remains with the party seeking relief. Ambrose v. Thornton Twp. School Trustees, 274 Ill. App. 3d 676, 680; 654 N.E.2d 545, 548; 1995 Ill. App. Lexis 614 at 7-8; 211 Ill. Dec. 83 (1st Dist 1995), *app. den.*, 164 Ill. 2d 557 (1995). Accordingly, BitWise has the burden of proof.

B. Standard of Proof

Section 10-15 of the Illinois Administrative Procedure Act provides that “[u]nless otherwise provided by law or stated in the agency's rules, the standard of proof in any contested case hearing conducted under this Act by an agency shall be the preponderance of the evidence.” 5 ILCS 100/10-15. The Commission has observed that the Administrative Procedure Act standard appears to be: “the appropriate standard in all contested cases[.]” *Order* at 4, Illinois Commerce

Commission on its Own Motion: Amendment of 83 Ill. Admin. Code Part 200, ICC Docket No. 92-0024 (April 29, 1992). Consequently, the standard of proof in this case is the preponderance of the evidence standard.

III. Applicable Statutes

The statutory authority upon which BitWise relies to bring its Complaint is not apparent from the face of the Complaint. *See, generally, Complaint*. In its Informal Complaint, attached to the Complaint it brought to initiate this proceeding, BitWise seeks relief under Sections 5-201, 5-202 and 9-250 of the Public Utilities Act. Complaint, Attachment at 4 (pages not numbered). However, these sections appear inapplicable to the relief sought. Section 5-201 clearly contemplates a right of action in Circuit Court, rather than before the Commission, for parties aggrieved by the alleged failure of a public utility to comply with the Act, a Commission Order, or a Commission rule. 220 ILCS 5/5-201. Section 5-202 permits the imposition of civil penalties, under certain circumstances, for failure by a public utility to comply with the Act, a Commission Order, or a Commission rule. 220 ILCS 5/5-202. Whether or not BitWise is authorized to seek civil penalties (and the Staff considers this to be the Commission's exclusive statutory prerogative), BitWise has very clearly elected the wrong forum, inasmuch as this proceeding is self-evidently not taking place in the Circuit Court.

Section 9-250 requires rates to be just and reasonable, and authorizes the Commission to investigate and set rates. 220 ILCS 5/9-250. Again, it is not clear

how this section has any application to the proceeding. It is not in dispute that the rates by which BitWise is aggrieved are tariffed rates applicable to such services under certain circumstances; BitWise does not challenge this.⁴ Rather BitWise challenges the proposition that the rates in question are applicable to the services it obtained from Illinois Bell; it claims that it should be able to purchase the services pursuant to under its ICA.

The Staff believes that, notwithstanding its vagueness as to statutory basis, this Complaint arises under Section 10-108 of the Public Utilities Act, which provides, in relevant part that:

Complaint may be made ... by any ... corporation ... by petition or complaint in writing, setting forth any act or things done or omitted to be done in violation, or claimed to be in violation, of any provision of this Act, or of any order or rule of the Commission.

...

Whenever there shall be filed a complaint under Article IX of this Act regarding the rates, charges, classifications or services of a public utility, the Commission shall make and render findings concerning the subject matter and facts complained of and enter its order based thereon not later than one year after the filing of such complaint unless all parties to the complaint proceeding under Article IX agree to a period of greater than one year, provided that any agreement to extend the one year period must be in writing and must be for a specified period of time not exceeding 60 days. The parties may enter into more than one agreement to extend time.

220 ILCS 5/10-108

While, as the Staff has noted, the Complaint does not truly sound in Article IX of the Public Utilities Act, it purports to do so, and resolution within a calendar year of filing is therefore proper.

⁴ BitWise attempted to adduce testimony regarding the costs of providing the services at issue, but this line of argument was promptly foreclosed by the ALJ as irrelevant to the proceeding. Tr. at 524

While BitWise also cites Part 735 of the Commission's Rules, see 83 Ill. Adm. Code 735.10, *et seq.*, it appears to do so only for the purpose of invoking dispute resolution procedures under Section 735.190(d), thereby obtaining emergency relief from disconnection of service. Complaint at 1, Attachment at n.2; see *also* 83 Ill. Adm. Code 735.190(d). Since, as noted above, the ALJ has granted BitWise such relief, although not specifically based on Section 735.190(d), Staff views this question as moot.

Certain federal statutes and regulations are relevant to this proceeding; Specifically, Section 252 of the federal Telecommunications Act of 1996 provides in relevant part that:

Upon receiving a request for interconnection, services, or network elements pursuant to section 251 ..., an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers **without regard to the standards set forth in subsections (b) and (c) of section 251** [governing interconnection generally, and ILEC interconnection obligations specifically].

47 U.S.C. §252(a)(1) (emphasis added)

FCC Rule 51.323(h) provides that:

As described in paragraphs (1) and (2) of this section, an incumbent LEC shall permit a collocating telecommunications carrier to interconnect its network with that of another collocating telecommunications carrier at the incumbent LEC's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises, **provided that the collocated equipment is also used for interconnection with the incumbent LEC or for access to the incumbent LEC's unbundled network elements.**

47 C.F.R. §51.323(h) (emphasis added)

IV. The Complaint Should be Granted in Part and Denied in Part

A. Summary of Staff's Position

At a high level, the matter in dispute in this proceeding is the proper jurisdictional classification of certain facilities that the parties agree exist, and further agree that BitWise ordered. The parties disagree, however, on whether these facilities can properly be ordered pursuant to, and under the terms of, the parties' interconnection agreement (hereafter "ICA") and several amendments thereto – as Bitwise contends – or must be ordered under the terms of AT&T's special access tariffs – as AT&T contends.

The disputed accounts are as follows:

- BAN⁵ 217 s60-4619 619 (Peoria)
- BAN 217 s60-1710 710 (Springfield)
- BAN 217 s60-4625 625 (Champaign)
- BAN 217 s60-3848-376 (Quincy)

The Staff's position is, in summary, that Illinois Bell's position should be adopted with respect to the Springfield, Quincy and Champaign BANs. The facilities associated with each of these BANs are used to allow BitWise to send traffic from its customers to third party customers located in exchanges where Illinois Bell is not the incumbent local exchange carrier, and specifically to third party customers located in exchanges where Verizon is the incumbent local exchange carrier. BitWise is not entitled to purchase the facilities and services

⁵ "BAN" is an acronym for "billing account number". See BitWise Ex. 1.0 at 2; AT&T Ex. 3.0 at 3, n.1.

provided with respect to this BAN, which enable BitWise to send traffic from its customers to third party customers located in non-Illinois Bell exchanges out of the parties' ICA. Therefore, Illinois Bell's position that these services are properly provided pursuant to Special Access tariffs should be accepted.

With respect to the Peoria BAN, Illinois Bell's position should be adopted with respect to the pair of DS1 circuits which run from an Illinois Bell DSX1 panel, through Illinois Bell transport equipment, to Illinois Bell's Peoria Bluff 911 selective router. The cross-connection and multiplexing facilities are used for purposes of enabling BitWise to deliver traffic from its own local exchange customers to Illinois Bell's E911 Selective Router. Again, BitWise is not entitled to purchase the services provided with respect to this BAN, which enable BitWise to send traffic from its customers to Illinois Bell's E911 Selective Router, out of the parties' ICA. Therefore, Illinois Bell's position that these services are properly provided pursuant to Special Access tariffs should be accepted.

With respect to the Peoria Legacy AT&T cross-connect, AT&T's legal position should be adopted, but the charges it seeks to impose should not. The cross connect in question cannot be ordered from the ICA, nor is it, as BitWise argues, a connection between two collocated CLECs. Likewise, even if it were, federal rules do not require Illinois Bell to permit BitWise to interconnect with another collocating carrier unless the collocated equipment used for the interconnection is also used to interconnect with Illinois Bell, which is not the case here. While BitWise is not entitled to purchase the services provided with respect to this BAN out of the parties' ICA, BitWise's position that this service

includes a cross connect, but not a DS3 Local Distribution Channel, should be accepted.

B. BAN 217 s60-4619 619 - Peoria

This BAN encompasses two sets of facilities, both of which are located in or near the Illinois Bell central office at 320 Fulton Street in Peoria, Illinois. These will be described and analyzed in turn.

1. Peoria Legacy AT&T Cross-connect

The first set of the disputed facilities includes a DS3 facility running between two Illinois Bell DSX 3 panels, both of which are located in the Illinois Bell central office at 320 Fulton Street in Peoria. Staff Ex. 3.0(R) at 5-6; ALJ Data Request Ex. 2 at 2; ALJ Data Request Ex. 1(d). One of the DSX 3 panels connects to a BitWise DS3 Cable, which in turn runs to the BitWise Cageless Collocation facility located within the Illinois Bell central office at 320 Fulton Street in Peoria. ALJ Data Request Ex. 1(d). The other Illinois Bell DSX 3 panels connect to a Legacy AT&T DSX 3 facility, which in turn runs to a Legacy AT&T DSX 3 panel located in a Legacy AT&T central office located at 120 SW Jefferson Street in Peoria. ALJ Data Request Ex. 1(d). The Illinois Bell central office at 320 Fulton Street and the Legacy AT&T central office located at 120 SW Jefferson Street are adjacent to one another. BitWise Ex. 2.4. BitWise asserts that the circuit is “primarily used to interconnect our Internet service provider for

Internet traffic.” BitWise Ex. 2.0 at 2. BitWise claims that “this is jurisdictionally interstate, but a permitted use of CLEC to CLEC connection.” Id.

With respect to this facility, the Staff understands AT&T to be billing BitWise for DS3 Local Distribution Channel service and DS3 Cross Connection service. Staff Ex. 3.0(R) at 5; AT&T Ex. 3.1, Attachment R4. For both of these services, the rates AT&T is billing BitWise are found in AT&T’s Illinois Special Access Tariffs. Id.; AT&T Ex. 3.1 at 4-5, and Attachment R4. BitWise asserts that it intended to order this facility as a collocation-to-collocation cross-connection, and suggests that it was entitled to do so under the terms of its ICA with AT&T. BitWise Ex. 5.0 at 7.

However, BitWise has adduced no evidence in this proceeding that it is in fact entitled to do so. Despite the proximity of Illinois Bell’s Central Office located at 320 Fulton to Legacy AT&T’s office space located at 120 SW Jefferson, there is no evidence that Legacy AT&T is collocated in Illinois Bell’s 320 Fulton Central Office. Staff Ex. 3.0(R) at 6. AT&T witness Mark Neinast has testified that “Legacy AT&T does not have any collocation arrangements with IBT in the Peoria Central Office and has not had one at any time since Bitwise established its account with IBT in 2003.” AT&T Ex. 2.2 at 5. By contrast, BitWise witness Michael Shuler has testified that he has no knowledge of how Illinois Bell’s or Legacy AT&T’s equipment is legally classified. BitWise Ex. 5.0 at 8. Therefore, there is no evidence to support, and direct evidence that contradicts BitWise’s contention that Legacy AT&T has elected to collocate within Illinois Bell’s Central Office at 320 Fulton in Peoria. Staff Ex. 3.0(R) at 6.

Further, even if one is prepared to assume, as BitWise urges the Commission to do, BitWise Ex. 5.0 at 8, that the Legacy AT&T DS3 Cable entering Illinois Bell's 320 Fulton Central Office is a collocated facility, this does not aid BitWise's argument. According to Mr. Shuler, the traffic transported over this circuit is traffic flowing between BitWise's Internet Service Provider customers and the Internet at large. BitWise Ex. 2.0 at 2; Tr. at 193. Pursuant to the ICA between BitWise and Illinois Bell, collocation is available to BitWise only for the purposes of transmitting and routing telephone exchange and exchange access pursuant to 47 U.S.C. § 251(c)(2) of the Federal Telecommunications Act of 1996 or for obtaining access to Illinois Bell's unbundled network elements pursuant to 47 U.S.C. § 251(c)(3) of the Federal Telecommunications Act of 1996. Staff Cross-Examination Ex. 8 (McPhee) at 1 (4th Amendment to the ICA between BitWise and Illinois Bell, Appendix Physical Collocation, Section 1.3 and Appendix Virtual Collocation, Section 1.1, approved by the Commission in Docket No. 04-0379). However, the traffic placed on these facilities, which BitWise itself concedes is primarily Internet traffic, BitWise Ex. 2.0 at 2, is not telephone exchange or exchange access traffic. There is no provision in the ICA between BitWise and Illinois Bell that requires Illinois Bell to provide to BitWise these facilities and/or services for the purposes of transporting traffic between an Internet Service Provider and the Internet at large. Staff Ex. 3.0(R) at 8.

This alone is fatal to BitWise's claim. Section 252(a)(1) of the federal Telecommunications Act authorizes carriers to enter into ICAs "without regard to the standards set forth in subsections (b) and (c) of section 251." 47 U.S.C.

§252(a)(1). Subsection (c)(6) of Section 251, in particular, relates to the collocation rights that BitWise seeks to assert here.

The federal courts have spoken to this question on several occasions, stating that an ICA that does not fully comport with FCC rules and order is binding on the parties regardless of such rules and orders, in light of the fact that: “[p]arties who enter into a voluntary [ICA] need not conform to the requirements of the Act.” Verizon California, Inc. v. Peevey, et al., 462 F.3d 1142, 1151; 2006 U.S. App. Lexis 22742 at 19; 39 Comm. Reg. (P & F) 358 (9th Cir. 2006). Further, such ICAs are enforceable according to their terms; “[f]ederal law ... gives [a carrier] the right to insist that it be held only to the terms of the [ICA] to which it actually agreed.” Verizon Maryland, Inc. v. RCN Telecom Services, Inc., 232 F. Supp. 2d 539, 554; 2002 U.S. Dist. Lexis 22514 at 33 (D. Md. 2002).

The Commission has taken a similar view. In its Order, Illinois Bell Telephone Company, Inc. -vs- Global NAPs Illinois, Inc.: Complaint pursuant to Section 252(e) of the Federal Telecommunications Act of 1996, 47 U.S.C. §252(e), and Sections 4-101, 10-101, and 10-108 of the Illinois Public Utilities Act, 220 ILCS 5/4-101, 220 ILCS 5/10-101, and 220 ILCS 5/10-108, ICC Docket No. 08-0105 (February 11, 2009) (hereafter “Global NAPs Order”), the Commission found that an ICA between two carriers was binding with respect to the contested issues that it addressed. See Global NAPs Order at 15 (location of point of interconnection between two carriers determined with “finality” by terms of ICA); Id. at 25 (dispute regarding transiting “governed by the parties’ ICA”); Id. (affirming the principle that a Section 252 ICA “do[es] not need to conform to the

requirements of Section 252 (b) and (c)"). Accordingly, BitWise's attempt to invoke federal rules and orders that allegedly permit it to order and use the facilities in question from its ICA, notwithstanding the terms of its ICA, must fail.

Even if federal rules and orders applied in derogation of the parties' ICA however, it would not avail BitWise in this case. The FCC's rules implementing 47 U.S.C. § 251(c)(2) and 47 U.S.C. § 251(c)(3) only require Illinois Bell to permit a collocating telecommunications carrier to interconnect its network with that of another collocating carrier if: "the collocated equipment is also used for interconnection with the incumbent LEC or for access to the incumbent LEC's unbundled network elements." 47 C.F.R. § 51.323(h). As the Legacy AT&T DS3 Cable is not used for either interconnecting the collocated carrier (Legacy AT&T) to the incumbent LEC (Illinois Bell), or for accessing Illinois Bell's unbundled network elements, Illinois Bell is not required, pursuant to the language of 47 C.F.R. § 51.323(h), to permit BitWise to connect to Legacy Illinois Bell's DS3 Cable.

However, the fact that BitWise cannot lawfully order this facility from the ICA is not the end of the matter. Illinois Bell is providing BitWise only cross connection service between the BitWise DS3 Cable and Legacy AT&T Cable. Staff Ex. 3.0(R) at 8. The Staff initially believed that Illinois Bell was providing BitWise a cross connection service between two DSX3 cross connect panels within Illinois Bell's Central Office located at 320 Fulton, and in addition a DS3 Local Distribution Channel connecting Illinois Bell's Central Office located at 320 Fulton to the Legacy AT&T premises located at 120 SW Jefferson. AT&T Ex. 2.0

at 8. It is now clear, however, that Illinois Bell is not providing the DS3 circuit connecting AT&T's Central Office located at 320 Fulton to the Legacy AT&T premises located at 120 SW Jefferson. ALJ Data Request Ex. 1(d). The circuit is provided by Legacy AT&T. *Id.*; see also ALJ Data Request Ex. 2 at 2 (narrative). Accordingly, Illinois Bell is only providing a cross connection service between two DSX3 cross connect panels within Illinois Bell's Central Office located at 320 Fulton. Staff Ex. 3.0(R) at 9.

2. Peoria 911 Circuits

The second group of facilities billed under this BAN is a pair of DS1 circuits which run from an Illinois Bell DSX1 panel, through Illinois Bell transport equipment, to Illinois Bell's Peoria Bluff selective router.⁶ ALJ Data Request Ex. 2 at 2; ALJ Data Request Ex. 1(c).

With respect to the DS1 facilities, Staff understands Illinois Bell to be billing BitWise for DS3 Cross Connection service and DS3 to DS1 Multiplexing service and for two DS1 Transport services. Staff Ex. 3.0(R) at 1-2; AT&T Ex. 3.1, Attachment R4. In each case, the rates Illinois Bell is billing BitWise are found in its Illinois Special Access Tariffs. *Id.*, AT&T Ex. 3.1 at 4-5 and Attachment R4.

BitWise points to no specific alternative services or rates in the ICA between Illinois Bell and BitWise that apply when Illinois Bell provides services that allow BitWise to deliver traffic from its Collocation to the E911 Selective

⁶ A selective router is a device that causes 911 calls to be delivered to the proper public safety answering point, so that appropriate first responders can be dispatched. 754 H. Newton, Newton's Telecom Dictionary (16th Ed. 2000).

Router. Staff Ex. 3.0(R) at 3. Staff is aware of no rates in the ICA between the parties that are applicable in these circumstances. Id. Accordingly, the appropriate rates in this case for the cross-connection and multiplexing services are Special Access rates. Id. at 3-4.

BitWise notes that certain of the facilities used to provide these DS1 circuits, in particular the DS3 to DS1 multiplexing facilities, are also used to provide local interconnection trunks between BitWise and Illinois Bell. BitWise Ex. 5.0 at 9. BitWise notes that a multiplexer used for purposes of exchanging local exchange traffic is not normally charged as Special Access. Id. This does not, in Staff's view, alter the fact that the appropriate rates in this case for the cross-connection and multiplexing services are Special Access rates.

For purposes of exchanging local exchange traffic, each party is responsible for providing facilities on its side of the point of interconnection ("POI") between the parties. AT&T Cross-Examination Ex. 2 (Shuler) (ICA Appendix NIM, Section 2). The multiplexing facilities are on Illinois Bell's side of the POI. ALJ Data Request Ex. 1(c). It is not, however, clear whether the cross connection facilities are on Illinois Bell's or BitWise's side of the POI. Id.

Regardless of their location, however, these cross-connection and multiplexing facilities are used for purposes of enabling BitWise to deliver traffic from its own local exchange customers to Illinois Bell's E911 Selective Router. Thus, the general rule that each party is responsible for providing facilities on its side of the POI between the parties for purposes of exchanging local exchange traffic, does not apply. Id.

These services can be provided as Special Access services, in which case Special Access rates apply. Id. Even if these cross-connection and multiplexing facilities are used for the dual purposes of exchanging local exchange traffic between BitWise and Illinois Bell customers and enabling BitWise to deliver traffic from its own local exchange customers to Illinois Bell's E911 Selective Router, the outcome is the same. Staff Ex. 3.0(R) at 4. The fact that Illinois Bell is providing these services to BitWise over facilities that are used to provide other services (specifically local interconnection between the parties) does not alter the fact that Illinois Bell is providing BitWise cross-connection and multiplexing services for the purposes of allowing BitWise to connect its facilities to the E911 Selective Router. Id. The appropriate rates for such services are Special Access rates. Id. Therefore, Illinois Bell should be permitted to assess, and BitWise should pay Illinois Bell, applicable rates for cross-connection and multiplexing services at the Special Access rates billed by Illinois Bell. Id.

In contrast to the dual purpose nature of cross connection and multiplexing services associated with these connections, Staff understands that the DS1 transport facilities are used exclusively to deliver traffic from BitWise's customers to Illinois Bell's E911 Selective Router. Staff Ex. 3.0(R) at 4-5. The appropriate rates in this case for the DS1 transport services are Special Access rates. Id. Therefore, Illinois Bell should be permitted to assess, and BitWise should pay Illinois Bell, applicable rates for DS1 transport services at the Special Access rates billed by Illinois Bell. Id.

With one exception, the Staff recommends that the Commission find that Illinois Bell is entitled to payment of, and BitWise is obliged to pay, for all facilities and services associated with BAN 217 s60-4619 619 at the rates billed by Illinois Bell. Staff recommends, however, that the Commission find that Illinois Bell is not entitled to payment of, and BitWise is not obliged to pay, for DS3 Local Distribution Channel service related to the Peoria Legacy AT&T Cross-connect.

C. BAN 217 s60-1710 710 – Springfield BitWise to Verizon Connection

The facilities in question consist of cross-connection and multiplexing. Staff Ex. 3.0(R) at 11. They are used to allow BitWise to send traffic from its customers to third party customers located in exchanges where Illinois Bell is not the incumbent local exchange carrier, and specifically to third party customers located in exchanges where Verizon is the incumbent local exchange carrier. Id.

With respect to these facilities, Illinois Bell is billing BitWise for DS3 Cross Connection service and DS3 to DS1 Multiplexing service and for 11 DS1 Transport services. AT&T Ex. 3.1, Attachment R3. Illinois Bell is billing BitWise for the DS3 Cross Connection and DS3 to DS1 Multiplexing services at rates found in its Illinois Special Access Tariffs. Id. at 4-5 and Attachment R3. Illinois Bell is billing BitWise for the 11 DS1 Transport services at rates found in its Illinois Switched Access Tariffs. Id.

These services can be provided as Special Access services, in which case Special Access rates apply. Id. BitWise has pointed to no specific alternative services or rates in the ICA between Illinois Bell and BitWise that

applies when Illinois Bell provides services that allow BitWise to deliver traffic from its Collocation to third party carriers in other exchanges where Illinois Bell is not the incumbent local telephone company. Id. As Staff understands matters, the ICA between the parties contains no rates that are applicable in these circumstances. Id. Therefore, the appropriate rates in this case for the cross-connection and multiplexing services would be Special Access rates. Id.

The cross-connection and multiplexing facilities at issue are also used for the purposes of the exchange of local exchange traffic between BitWise customers and AT&T customers.⁷ Id. For the purposes of exchanging local exchange traffic, each party is responsible for providing facilities on its side of the point of interconnection (“POI”) between the parties. AT&T Cross-Examination Ex. 2 (Shuler) (ICA, Appendix NIM, Section 2). It appears that the multiplexing facilities are on AT&T’s side of the POI. ALJ Data Request Ex. 1(a). However, it is not clear whether the cross connection facilities are on Illinois Bell’s or BitWise’s side of the POI. Id. In the event that these cross-connection and multiplexing facilities are used exclusively for purposes of enabling BitWise to deliver traffic from its own customers to third party customers located in exchanges where Illinois Bell is not the incumbent local exchange carrier, BitWise is not using the facilities for the purposes of exchanging local exchange or exchange access traffic between its customers and Illinois Bell’s local

⁷ In fact, there is some question regarding whether in each of these cases BitWise is exchanging local exchange traffic with Illinois Bell over these facilities. For example, Mr. Shuler has testified that there are no end-user BitWise customers located in the Springfield LATA. Tr. at 161. Rather the traffic flowing over these circuits is, in some or all cases, traffic from AT&T or third party customers that is directed to BitWise ISP customers that are physically located in Peoria. Tr. at 99-102.

exchange customers. Staff Ex. 3.0(R) at 12. Under such circumstances, the general rule that each party is responsible for providing facilities on its side of the POI for purposes of exchanging local exchange traffic does not apply. Id. at 12-13. Therefore, the appropriate rates in this case for the cross-connection and multiplexing services would be Special Access rates. Id.

Even if Illinois Bell is providing these services to BitWise over facilities that are used to provide other services (namely local interconnection between the parties), this does not alter the fact that Illinois Bell is providing BitWise cross-connection and multiplexing services for the purposes of allowing BitWise to connect its facilities to those of third party carriers in exchanges where Illinois Bell is not the incumbent local exchange carrier. Staff Ex. 3.0(R) at 13-14. The appropriate rates for such services are Special Access rates. Id. at 14. Accordingly, provided these services are used for intrastate purposes,⁸ Illinois Bell should be permitted to assess and BitWise should pay Illinois Bell for cross-connection and multiplexing services at the Special Access rates billed by Illinois Bell. Id.

The proper rates for the DS1 transport services that Illinois Bell provides BitWise in order to allow BitWise to connect to third party providers in exchanges where AT&T is not the incumbent local exchange carrier are Special Access rates. Staff Ex. 3.0(R) at 14. Staff understands that the DS1 transport facilities are used exclusively to deliver traffic from BitWise's customers to third party

⁸ If more than 10% of the traffic flowing over these facilities is jurisdictionally interstate traffic, then these services should be provided pursuant to AT&T's Federal Special Access Tariffs or Contracts and not AT&T's Illinois Special Access Tariffs. See Staff Ex. 3.0 at 14, n.32, referring to ILL.C.C. No. 21, 1st Revised Sheet 39.1.1.

providers in exchanges where Illinois Bell is not the incumbent local exchange carrier. Id.

However, Illinois Bell is seeking to assess BitWise Switched Access rates. Staff Ex. 3.0(R) at 14. In generally describing differences between switched and special access services Illinois Bell witness Mark Neinast testifies that: “[s]witched Access is not relevant here because Switched Access Service is for Equal Access signaling, which is used by IXCs for interexchange carried traffic.” AT&T Ex. 2.2 at 7. Although Mr. Neinast made no assertion that Illinois Bell had incorrectly billed BitWise at switched rather than special access rates Mr. Neinast’s general characterization, with which Staff concurs, suggests that Illinois Bell is apparently billing BitWise incorrectly for the DS1 transport services it is providing BitWise in the Springfield area. Staff Ex. 3.0(R) at 15. However, this appears to inure to BitWise’s benefit, as Illinois Bell’s Intrastate Special Access rates appear to be substantially higher than its Switched Access rates for comparable services. Id. Nevertheless, neither party has raised the issue of whether Special Access rates, rather than Switched Access rates, should have been charged by Illinois Bell for these circuits, nor has either offered any testimony or evidence that specifically supports such a determination. Therefore, Staff offers no opinion on whether Illinois Bell should be permitted to recover these charges at the higher, unbilled rate. Tr. at 558-59.

The Staff recommends that the Commission find that Illinois Bell is entitled to payment of, and BitWise is obliged to pay, for facilities and services associated with BAN 217 s60-1710 710 at the rates billed by Illinois Bell.

D. BAN 217 s60-4625 625 - Champaign BitWise to Verizon Connection

The facilities in question here are used for purposes identical to those at issue in BAN 217 s60-1710 710: (1) exchange of local exchange traffic between BitWise customers and Illinois Bell customers; and (2) allowing BitWise to send traffic from its customers to third party customers located in exchanges where Illinois Bell is not the incumbent local exchange carrier, and specifically to third party customers located in exchanges where Verizon is the incumbent local exchange carrier. Staff Ex. 3.0(R) at 11; ALJ Data Request Ex. 1(b); ALJ Data Request Ex. 2 at 2 (narrative). The facilities are configured in a similar or identical manner, with multiplexing facilities on Illinois Bell's side of the POI. ALJ Data Request Ex. 1(b).

With respect to these facilities, Illinois Bell is billing BitWise for two DS3 Cross Connection services and two DS3 to DS1 Multiplexing services and for 25 DS1 Transport services. AT&T Ex. 3.1, Attachment R2. Illinois Bell is billing BitWise for the DS3 Cross Connection services and DS3 to DS1 Multiplexing services at rates found in its Illinois Special Access Tariffs. Id. at 4-5 and Attachment R2. Illinois Bell is billing BitWise for the 25 DS1 Transport services at rates found in its Illinois Switched Access Tariffs. Id.

The Staff recommends that the dispute with respect to BAN s60-4625 625 should be resolved in the same manner as that in BAN 217 s60-1710 710; the Commission should determine that Illinois Bell is entitled to Special Access rates. Staff Ex. 3.0(R) at 12-15. Again, Staff notes that Illinois Bell is apparently billing

BitWise incorrectly for the DS1 transport services it is providing BitWise in the Champaign area – i.e., for Switched, rather than Special Access. Staff Ex. 3.0(R) at 15.

The Staff recommends that the Commission find that Illinois Bell is entitled to payment of, and BitWise is obliged to pay, for facilities and services associated with BAN 217 s60-4625 625 at the rates billed by Illinois Bell.

E. BAN 217 s60-3848-376 - Quincy BitWise to Verizon Connection

The facilities in question here are used for purposes identical to those at issue in BANs 217 s60-1710 710 and 217 s60-4625 625: (1) exchange of local exchange traffic between BitWise customers and Illinois Bell customers; and (2) allowing BitWise to send traffic from its customers to third party customers located in exchanges where Illinois Bell is not the incumbent local exchange carrier, and specifically to third party customers located in exchanges where Verizon is the incumbent local exchange carrier. Staff Ex. 3.0(R) at 11; ALJ Data Request Ex. 1(e); ALJ Data Request Ex. 2 at 2 (narrative). The facilities are configured in a similar or identical manner, with multiplexing facilities on Illinois Bell's side of the POI. ALJ Data Request Ex. 1(e).

With respect to these facilities, Illinois Bell is billing BitWise for a DS3 Cross Connection service and a DS3 to DS1 Multiplexing service and for 3 DS1 Transport services. AT&T Ex. 3.1, Attachment R1. Illinois Bell is billing BitWise for the DS3 Cross Connection services and DS3 to DS1 Multiplexing services at rates found in its Illinois Special Access Tariffs. Id. at 4-5 and Attachment R1.

Illinois Bell is billing BitWise for the 3 DS1 Transport services at rates found in its Illinois Switched Access Tariffs. Id.

The Staff recommends that the dispute with respect to BAN 217 s60-3848-376 should be resolved in the same manner as that in BANs 217 s60-1710 710 and s60-4625 625; the Commission should determine that Illinois Bell is entitled to Special Access rates. Staff Ex. 3.0(R) at 12-15. Again, Staff notes that Illinois Bell is apparently billing BitWise incorrectly for the DS1 transport services it is providing BitWise in the Champaign area – i.e., for Switched, rather than Special Access. Staff Ex. 3.0(R) at 15.

The Staff recommends that the Commission find that Illinois Bell is entitled to payment of, and BitWise is obliged to pay, for facilities and services associated with BAN 217 s60-3848-376 at the rates billed by Illinois Bell.

V. Conclusion

Consistent with the arguments set forth above, it is the Staff's opinion that BitWise is obliged to pay, and Illinois Bell is entitled to receive, facilities and services at the rates billed by Illinois Bell, with one exception. With respect to BAN 217 s60-4619 619 Illinois Bell is not entitled to payment of, and BitWise is not obliged to pay, for DS3 Local Distribution Channel service related to the Peoria Legacy AT&T Cross-connect.

The Staff therefore recommends that BitWise's complaint be granted only to the extent that Illinois Bell seeks to collect payment for DS3 Local Distribution

Channel service related to the Peoria Legacy AT&T Cross-connect, and denied to any further extent.

WHEREFORE, the Staff of the Illinois Commerce Commission respectfully requests that its recommendations be adopted in their entirety consistent with the arguments set forth herein.

September 9, 2009

Respectfully submitted,

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**217-s60-3848-376
(Quincy LATA)**

Circuit ID	CFA if applicable	USOC	Billed Interconnection Percentage (BIP)	Access Type	Monthly Recurring Charge (MRC)	Term Plan
813 T3 QNCYILQY QNCYILQYH01	00001 DSX3 32 QNCYILQY QNCYILQYH01	1YZXD	N/A	specials	\$0.00	month to month
		CXCEX	N/A	specials	\$1.01	N/A
		QM3XD	N/A	specials	\$825.00	month to month
					\$826.01	
118 T1ZF JCVLILXC50T QNCYILQYH01	813 t3 10 QNCYILQY QNCYILQYH01	CF3CL	51	switched	\$0.00	
		CZ8XE	51	switched	\$15.60	month to month
		CZ8XE	0	switched	\$0.00	
		CZ8X5	0	switched	\$0.00	
		64 1YLXE	51	switched	\$146.88	month to month
		64 1YTX5	51	switched	\$0.00	
		PT8UE	0	switched	\$0.00	
		PT8U5	0	switched	\$0.00	
					\$162.48	
120 T1ZF JCVLILXC50T QNCYILQYH01	813 t3 11 QNCYILQY QNCYILQYH01	CF3CL	51	switched	\$0.00	
		CZ8XE	51	switched	\$15.60	month to month
		CZ8XE	0	switched	\$0.00	
		CZ8X5	0	switched	\$0.00	
		64 1YLXE	51	switched	\$146.88	month to month
		64 1YTX5	51	switched	\$0.00	
		PT8UE	0	switched	\$0.00	
		PT8U5	0	switched	\$0.00	
					\$162.48	
121 T1ZF JCVLILXC50T QNCYILQYH01	813 t3 12 QNCYILQY QNCYILQYH01	CF3CL	51	switched	\$0.00	
		CZ8XE	51	switched	\$15.60	month to month
		CZ8XE	0	switched	\$0.00	
		CZ8X5	0	switched	\$0.00	

**217-s60-3848-376
(Quincy LATA)**

Circuit ID	CFA if applicable	USOC	Billed Interconnection Percentage (BIP)	Access Type	Monthly Recurring Charge (MRC)	Term Plan
		64 1YLXE	51	switched	\$146.88	month to month
		64 1YTX5	51	switched	\$0.00	
		PT8UE	0	switched	\$0.00	
		PT8U5	0	switched	\$0.00	
					\$162.48	
Total for four circuits					\$1,313.45	

**217-s60-1710-710
(Springfield LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
7001 T1ZF CHHMILXCDS0 SPFDILESH04	829 T3 14 SPFDILESH04 SPFDILESK02	CF3CL	36	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A
		CZ8X5	0	switched	0.00	N/A
		9 1YLXE	36	switched	14.58	month to month
		9 1YTX5	36	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
						30.18
7001 T1ZF SPFDILESH04 VRDNILXCDS0	829 T3 27 SPFDILESH04 SPFDILESK02	CF3CL	16	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A
		CZ8X5	0	switched	0.00	N/A
		22 1YLXE	16	switched	15.84	month to month
		22 1YTX5	16	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
						31.44
7002 T1ZF MTZNILXCDS2 SPFDILESH04	829 T3 13 SPFDILESH04 SPFDILESK02	CF3CL	90	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A
		CZ8X5	0	switched	0.00	N/A
		42 1YLXE	90	switched	170.10	month to month
		42 1YTX5	90	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
						185.70
8001 T1ZF CHHMILXCDS0 SPFDILESH04	829 T3 10 SPFDILESH04 SPFDILESK02	CF3CL	36	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A

**217-s60-1710-710
(Springfield LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
		CZ8X5	0	switched	0.00	N/A
		9 1YLXE	36	switched	14.58	month to month
		9 1YTX5	36	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
					30.18	
8001 T1ZF MTZNILXCDS2 SPFDILESH04	829 T3 12 SPFDILESH04 SPFDILESK02					
		CF3CL	90	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A
		CZ8X5	0	switched	0.00	N/A
		42 1YLXE	90	switched	170.10	month to month
		42 1YTX5	90	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
					185.70	
8001 T1ZF SPFDILESH04 VRDNILXCDS0	829 T3 11 SPFDILESH04 SPFDILESK02					
		CF3CL	16	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A
		CZ8X5	0	switched	0.00	N/A
		22 1YLXE	16	switched	15.84	month to month
		22 1YTX5	16	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
					31.44	
8002 T1 MTZNILXCDS2 SPFDILESH04	829 T3 25 SPFDILESH04 SPFDILESK02					
		CF3CL	90	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A
		CZ8X5	0	switched	0.00	N/A
		42 1YLXE	90	switched	170.10	month to month
		42 1YTX5	90	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
					185.70	

**217-s60-1710-710
(Springfield LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
8002 T1ZF SPFDILESH04 VRDNILXCDS0	829 T3 16 SPFDILESH04 SPFDILESK02	CF3CL	16	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A
		CZ8X5	0	switched	0.00	N/A
		22 1YLXE	16	switched	15.84	month to month
		22 1YTX5	16	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
						31.44
8003 T1 MTZNILXCDS2 SPFDILESH04	829 T3 26 SPFDILESH04 SPFDILESK02	CF3CL	90	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A
		CZ8X5	0	switched	0.00	N/A
		42 1YLXE	90	switched	170.10	month to month
		42 1YTX5	90	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
						185.70
8004 T1 MTZNILXCDS2 SPFDILESH04	829 T3 17 SPFDILESH04 SPFDILESK02	CF3CL	90	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A
		CZ8X5	0	switched	0.00	N/A
		42 1YLXE	90	switched	170.10	month to month
		42 1YTX5	90	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
						185.70
8005 T1 MTZNILXCDS2 SPFDILESH04	829 T3 18 SPFDILESH04 SPFDILESK02	CF3CL	90	switched	0.00	N/A
		CZ8XE	100	switched	15.60	month to month
		CZ8XE	0	switched	0.00	N/A
		CZ8X5	0	switched	0.00	N/A
		42 1YLXE	90	switched	170.10	month to month

**217-s60-1710-710
(Springfield LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
		42 1YTX5	90	switched	0.00	N/A
		PT8GX	0	switched	0.00	N/A
					185.70	
829 T3 SPFDILESH04 SPFDILESK02	00010 DSX3 27 SPFDILES SPFDILESH04	0 1YZXB	N/A	specials	0.00	N/A
		CXCEX	N/A	specials	1.01	N/A
		QM3XB	N/A	specials	780.00	month to month
					781.01	
Total for 12 circuits					2049.89	

**217-s60-4619-619
(Peoria LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
.HFFS.798956..LB	00002 DSX3 06 PEORILPJ PEORILPJH54	0 1YZXD	N/A	specials	0	N/A
		CXCEX	N/A	specials	1.01	N/A
		TZUPD	N/A	specials	3700.0	month to month
					3701 1.01	
805 T3 PEORILPJH54 PEORILPJK01	00002 DSX3 03 PEORILPJ PEORILPJH54	NRMFD	N/A	specials	0	60 month
		0 1YZXD	N/A	specials	0	60 month
		CXCEX	N/A	specials	1.01	N/A
		QM3XD	N/A	specials	\$490.00	60 month
					491.01	
124 T1ZF PEORILPBDC0 PEORILPJH54	805 t3 26 PEORILPJH54 PEORILPJK01	CLYXD	N/A	specials	0	N/A
		CZ4XD	N/A	specials	\$105.00	month to month
		CZ4XD	N/A	specials	\$105.00	month to month
		2 1YZXD	N/A	specials	\$68.20	month to month
					\$278.20	
128 T1ZF PEORILPBDC0 PEORILPJH54	805 t3 27 PEORILPJH54 PEORILPJK01	CLYXD	N/A	specials	0	N/A
		CZ4XD	N/A	specials	\$105.00	month to month
		CZ4XD	N/A	specials	\$105.00	month to month
		2 1YZXD	N/A	specials	\$68.20	month to month
					\$278.20	
Total for four circuits					4748.42 1048.42	

**217-s60-4625-625
(Champaign LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
7001 T1ZF CHMPILCPH18 MNTILXCDS0	810 t3 24 CHMPILCPH18 CHMPILCPK01	CF3CL	67	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		19 1Y LXE	67	switched	57.29	month to month
		19 1Y TX5	67	switched	0	month to month
		PT8GX	0	switched	0	N/A
						72.89
7001 T1ZF CHMPILCPH18 RNTLILXCDS0	810 t3 10 CHMPILCPH18 CHMPILCPK01	CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1Y LXE	26	switched	17.55	month to month
		15 1Y TX5	26	switched	0	month to month
		PT8GX	0	switched	0	N/A
						33.15
7002 T1ZF CHMPILCPH18 RNTLILXCDS0	810 t3 10 CHMPILCPH18 CHMPILCPK01	CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1Y LXE	26	switched	17.55	month to month
		15 1Y TX5	26	switched	0	month to month
		PT8GX	0	switched	0	N/A
						33.15

**217-s60-4625-625
(Champaign LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan	
7002 T1ZF CHMPILCPH18 TLONILXCDS0	810 t3 11 CHMPILCPH18 CHMPILCPK01	CF3CL	38	switched	0	N/A	
		CZ8XE	100	switched	\$15.60	month to month	
		CZ8X5	100	switched	0	N/A	
		CZ8XE	0	switched	0	N/A	
		CZ8X5	0	switched	0	N/A	
		9 1Y LXE	38	switched	15.39	month to month	
		9 1Y TX5	38	switched	0	month to month	
		PT8GX	0	switched	0	N/A	
						30.99	
7003 T1ZF CHMPILCPH18 RNTLILXCDS0	810 t3 22 CHMPILCPH18 CHMPILCPK01	CF3CL	26	switched	0	N/A	
		CZ8XE	100	switched	\$15.60	month to month	
		CZ8X5	100	switched	0	N/A	
		CZ8XE	0	switched	0	N/A	
		CZ8X5	0	switched	0	N/A	
		15 1Y LXE	26	switched	17.55	month to month	
		15 1Y TX5	26	switched	0	month to month	
		PT8GX	0	switched	0	N/A	
						33.15	
8001 T1ZF CHMPILCPH18 MHMTILXCDS0	810 t3 8 CHMPILCPH18 CHMPILCPK01	CF3CL	42	switched	0	N/A	
		CZ8XE	100	switched	\$15.60	month to month	
		CZ8X5	100	switched	0	N/A	
		CZ8XE	0	switched	0	N/A	
		CZ8X5	0	switched	0	N/A	
		9 1Y LXE	42	switched	17.01	month to month	
		9 1Y TX5	42	switched	0	month to month	
		PT8GX	0	switched	0	N/A	
						32.61	

**217-s60-4625-625
(Champaign LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
8001 T1ZF CHMPILCPH18 MNTILXCDS0	810 t3 9 CHMPILCPH18 CHMPILCPK01	CF3CL	67	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		19 1YLXE	67	switched	57.29	month to month
		19 1YTX5	67	switched	0	month to month
		PT8GX	0	switched	0	N/A
						72.89
8001 T1ZF CHMPILCPH18 RNTLILXCDS0	810 t3 25 CHMPILCPH18 CHMPILCPK01	CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1YLXE	26	switched	17.55	month to month
		15 1YTX5	26	switched	0	month to month
		PT8GX	0	switched	0	N/A
						33.15
8001 T1ZF CHMPILCPH18 TSCILXCDS0	810 t3 12 CHMPILCPH18 CHMPILCPK01	CF3CL	32	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		22 1YLXE	32	switched	31.68	month to month
		22 1YTX5	32	switched	0	month to month
		PT8GX	0	switched	0	N/A
						47.28

**217-s60-4625-625
(Champaign LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
8002 T1ZF CHMPILCPH18 RNTLILXCDS0	810 t3 26 CHMPILCPH18 CHMPILCPK01					
		CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1YLXE	26	switched	17.55	month to month
		15 1YTX5	26	switched	0	month to month
	PT8GX	0	switched	0	N/A	
					33.15	
8003 T1ZF CHMPILCPH18 RNTLILXCDS0	810 t3 27 CHMPILCPH18 CHMPILCPK01					
		CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1YLXE	26	switched	17.55	month to month
		15 1YTX5	26	switched	0	month to month
	PT8GX	0	switched	0	N/A	
					33.15	
8004 T1ZF CHMPILCPH18 RNTLILXCDS0	810 t3 28 CHMPILCPH18 CHMPILCPK01					
		CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1YLXE	26	switched	17.55	month to month
		15 1YTX5	26	switched	0	month to month
	PT8GX	0	switched	0	N/A	
					33.15	

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(Champaign LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
810 T3 CHMPILCPH18 CHMPILCPK01	00001 DSX3 12 CHMPILCP CHMPILCPH18	1YZXC	n/a	specials	0	N/A
		CXCEX	n/a	specials	\$1.01	N/A
		QM3XC	n/a	specials	\$795.00	N/A
					796.01	
105 T1ZF CHMPILCPH18 TSCLILXCDS0	816 t3 3 CHMPILCPH18 CHMPILCPK01	CF3CL	32	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		22 1YLXE	32	switched	31.68	month to month
		22 1YTX5	32	switched	0	month to month
		PT8GX	0	switched	0	N/A
				47.28		
384 T1ZF CHMPILCPDC0 CHMPILCPH18	816 t3 3 CHMPILCPH18 CHMPILCPK01	SRNXC	n/a	specials	0.00	N/A
		CLYXC	n/a	specials	0.00	n/a
		0 1YZXC	n/a	specials	0.00	N/A
					\$0.00	
385 T1ZF CHMPILCPDC0 CHMPILCPH18	816 t3 22CHMPILCPH18 CHMPILCPK01	SRNXC	n/a	specials	0.00	N/A
		CLYXC	n/a	specials	0.00	n/a
		0 1YZXC	n/a	specials	0.00	N/A
					\$0.00	

**217-s60-4625-625
(Champaign LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan	
7001 T1ZF CHMPILCPH18 TSCILXCDS0	816 t3 14 CHMPILCPH18 CHMPILCPK01	CF3CL	32	switched	0	N/A	
		CZ8XE	100	switched	\$15.60	month to month	
		CZ8X5	100	switched	0	N/A	
		CZ8XE	0	switched	0	N/A	
		CZ8X5	0	switched	0	N/A	
		22 1YLXE	32	switched	31.68	month to month	
		22 1YTX5	32	switched	0	month to month	
		PT8GX	0	switched	0	N/A	
						47.28	
7002 T1ZF CHMPILCPH18 TSCILXCDS0	816 t3 15 CHMPILCPH18 CHMPILCPK01	CF3CL	32	switched	0	N/A	
		CZ8XE	100	switched	\$15.60	month to month	
		CZ8X5	100	switched	0	N/A	
		CZ8XE	0	switched	0	N/A	
		CZ8X5	0	switched	0	N/A	
		22 1YLXE	32	switched	31.68	month to month	
		22 1YTX5	32	switched	0	month to month	
		PT8GX	0	switched	0	N/A	
						47.28	
7003 T1ZF CHMPILCPH18 TLONILXCDS0	816 t3 13 CHMPILCPH18 CHMPILCPK01	CF3CL	38	switched	0	N/A	
		CZ8XE	100	switched	\$15.60	month to month	
		CZ8X5	100	switched	0	N/A	
		CZ8XE	0	switched	0	N/A	
		CZ8X5	0	switched	0	N/A	
		9 1YLXE	38	switched	15.39	month to month	
		9 1YTX5	38	switched	0	month to month	
		PT8GX	0	switched	0	N/A	
						30.99	

**217-s60-4625-625
(Champaign LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
7004 T1ZF CHMPILCPH18 RNTLILXCDS0	816 t3 8 CHMPILCPH18 CHMPILCPK01					
		CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1Y LXE	26	switched	17.55	month to month
		15 1Y TX5	26	switched	0	month to month
		PT8GX	0	switched	0	N/A
					33.15	
7005 T1ZF CHMPILCPH18 RNTLILXCDS0	816 t3 9 CHMPILCPH18 CHMPILCPK01					
		CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1Y LXE	26	switched	17.55	month to month
		15 1Y TX5	26	switched	0	month to month
		PT8GX	0	switched	0	N/A
					33.15	
8002 T1ZF CHMPILCPH18 MHMTILXCDS0	816 t3 20 CHMPILCPH18 CHMPILCPK01					
		CF3CL	42	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		9 1Y LXE	42	switched	17.01	month to month
		9 1Y TX5	42	switched	0	month to month
		PT8GX	0	switched	0	N/A
					32.61	

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Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
8004 T1ZF CHMPILCPH18 MNTILXCDS0	816 t3 19 CHMPILCPH18 CHMPILCPK01	CF3CL	67	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		19 1Y LXE	67	switched	57.29	month to month
		19 1Y TX5	67	switched	0	month to month
		PT8GX	0	switched	0	N/A
						72.89
8005 T1ZF CHMPILCPH18 RNTLILXCDS0	816 t3 1 CHMPILCPH18 CHMPILCPK01	CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1Y LXE	26	switched	17.55	month to month
		15 1Y TX5	26	switched	0	month to month
		PT8GX	0	switched	0	N/A
						33.15
8006 T1ZF CHMPILCPH18 RNTLILXCDS0	816 t3 2 CHMPILCPH18 CHMPILCPK01	CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1Y LXE	26	switched	17.55	month to month
		15 1Y TX5	26	switched	0	month to month
		PT8GX	0	switched	0	N/A
						33.15

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(Champaign LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
8008 T1ZF CHMPILCPH18 RNTLILXCDS0	816 t3 16 CHMPILCPH18 CHMPILCPK01	CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1Y LXE	26	switched	17.55	month to month
		15 1Y TX5	26	switched	0	month to month
		PT8GX	0	switched	0	N/A
						33.15
8009 T1ZF CHMPILCPH18 RNTLILXCDS0	816 t3 17 CHMPILCPH18 CHMPILCPK01	CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1Y LXE	26	switched	17.55	month to month
		15 1Y TX5	26	switched	0	month to month
		PT8GX	0	switched	0	N/A
						33.15
8010 T1ZF CHMPILCPH18 RNTLILXCDS0	816 t3 18 CHMPILCPH18 CHMPILCPK01	CF3CL	26	switched	0	N/A
		CZ8XE	100	switched	\$15.60	month to month
		CZ8X5	100	switched	0	N/A
		CZ8XE	0	switched	0	N/A
		CZ8X5	0	switched	0	N/A
		15 1Y LXE	26	switched	17.55	month to month
		15 1Y TX5	26	switched	0	month to month
		PT8GX	0	switched	0	N/A
						33.15

**217-s60-4625-625
(Champaign LATA)**

Circuit ID	CFA if applicable	USOC	BIP	Access Type	MRC	Term Plan
816 T3 CHMPILCPH18 CHMPILCPK01	00001 DSX3 19 CHMPILCP CHMPILCPH18					
		1YZXC	n/a	specials	0.00	N/A
		CXCEX	n/a	specials	1.01	n/a
		QM3XC	n/a	specials	795.00	N/A
					\$796.01	
Total for 29 circuits (27 DS1s and 2 DS3s)					2591.11	