

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**NASHVILLE, TENNESSEE**

**March 15, 2002**

**IN RE:**

**GENERIC DOCKET TO ESTABLISH  
GENERALLY AVAILABLE TERMS AND  
CONDITIONS FOR INTERCONNECTION**

)  
)  
)  
)  
)

**DOCKET NO.  
01-00526**

---

**REPORT AND RECOMMENDATION**

---

This Docket came before the Pre-Hearing Officer for consideration of the Modified Interconnection Agreement filed by BellSouth Telecommunications, Inc. ("BellSouth") on July 30, 2001 and amended by BellSouth on January 25, 2002 and the comments thereon filed by various intervenors on August 23 and 31, 2001, September 4, 2001, and February 8 and 15, 2002.

**I. PROCEDURAL HISTORY**

At a regularly scheduled Authority Conference held on June 12, 2001, the Directors deliberated the approval of Tariff No. 01-00205 filed in the *Permanent Prices Docket*.<sup>1</sup> In the course of their deliberations, the Directors voted to open the above-styled Docket and appointed General Counsel or his designee as the Pre-Hearing Officer for the purpose of establishing a procedural schedule to completion and disposing of all preliminary matters. In the order

---

<sup>1</sup> See *In re: Petition of BellSouth Telecommunications, Inc. to Convene a Contested Case to Establish "Permanent Prices" for Interconnection and Unbundled Network Elements*, Docket No. 97-01262 (hereinafter *Permanent Prices Docket*).

memorializing the deliberations, the Authority found:

A generic docket to resolve issues frequently arbitrated and to produce generally available interconnection terms and conditions would benefit competition. The availability of such terms and conditions will streamline the interconnection process and mitigate difficulties that CLECs may have in obtaining cost-based interconnection rates in a timely fashion. These goals are consistent with federal and state law.<sup>2</sup>

On July 13, 2001, the Authority issued a *Notice of Filing* for the purpose of establishing a starting point in this Docket. Specifically, the notice instructed BellSouth “to modify the Interconnection Agreement located at [http://www.interconnection.bellsouth.com/become\\_a\\_clec/html/ics\\_agreement.html](http://www.interconnection.bellsouth.com/become_a_clec/html/ics_agreement.html) to reflect all Authority decisions in other arbitration proceedings, generic dockets, and enforcement proceedings and file the ‘modified Interconnection Agreement’ with the Authority on or before Monday, July 23, 2001.”<sup>3</sup> The notice also directed interested persons and entities to file comments on the Modified Interconnection Agreement along with petitions to intervene on August 2, 2001.

After obtaining an extension, BellSouth filed its Modified Interconnection Agreement on July 30, 2001 and a missing page on August 28, 2001. Various entities filed petitions to intervene and comments on the Modified Interconnection Agreement. Time Warner Telecom of the Mid-South, L.P. (“Time Warner”) filed its petition to intervene on June 28, 2001 and comments on August 31, 2001. MCImetro Access Transmission Services, LLC; Brooks Fiber Communications, Inc.; US LEC of Tennessee, Inc.; and Southeastern Competitive Carriers Association filed petitions to intervene on August 7, 2001, but did not file comments. XO Tennessee, Inc. (“XO”) filed a petition to intervene on August 7, 2001 and comments on

---

<sup>2</sup> *Order Denying Tariff No. 01-00205 and Opening Docket No. 01-00526*, p. 6 (Jun. 21, 2001) (citing Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (purpose of Act) and Tenn. Code Ann. § 65-4-123 (Supp. 2000)).

<sup>3</sup> *Notice of Filing* (Jul. 13, 2001).

September 4, 2001. Sprint Communications Company, L.P. and ITC^DeltaCom, Inc. ("DeltaCom") filed petitions to intervene and comments on August 23, 2001. DeltaCom filed additional comments on September 4, 2001. The Pre-Hearing Officer granted all petitions to intervene in two separate orders filed on August 21, 2001 and September 5, 2001.<sup>4</sup>

In its initial comments, DeltaCom urged the Authority to conduct a series of workshops followed by a hearing to resolve any remaining issues. DeltaCom explained that this procedure would mirror the process currently used by parties when negotiating interconnection agreements.<sup>5</sup> Time Warner supported the workshop process in its comments. Time Warner expressed the opinion that BellSouth has obtained an advantage from its participation in numerous arbitrations and negotiations. Time Warner suggested that a workshop process would mitigate this advantage by providing the competing local exchange carriers ("CLECs") with "the benefit of a detailed, critical analysis of the orders and the various contract provisions which have been or will be proposed."<sup>6</sup> Additionally, XO supported use of the workshop process.<sup>7</sup>

After the filing of the last comments on September 4, 2001, the Authority deliberated issues in the *Permanent Prices Docket* and the *Line Sharing Docket*<sup>8</sup> relevant to this Docket. As a result of the deliberations, the Pre-Hearing Officer issued a notice on January 11, 2002 requiring BellSouth to amend the Modified Interconnection Agreement by January 25, 2002 to cause the agreement to be consistent with the Authority's deliberations in the *Permanent Prices*

---

<sup>4</sup> See *Order Granting Petitions to Intervene and Denying Motions to Suspend Proceedings* (Aug. 21, 2001); *Order Granting Petitions to Intervene* (Sept. 5, 2001).

<sup>5</sup> See *Comments of ITC^DeltaCom on BellSouth Generic Interconnection Agreement for Tennessee*, cover letter (Aug. 23, 2001).

<sup>6</sup> *Comments of Time Warner Telecom of the Mid-South, L.P. Regarding BellSouth's Modified Generic Interconnection Agreement*, p. 2 (Aug. 31, 2001).

<sup>7</sup> See *Comments of XO Communications, Inc.*, p. 1 (Sept. 4, 2001).

<sup>8</sup> See *In re: Generic Docket to Establish UNE Prices for Lines Sharing Per FCC 99-355, and Riser Cable and Terminating Wire as Ordered in TRA Docket 98-00123*, Docket No. 00-00544 (hereinafter *Line Sharing Docket*).

*Docket* on September 25 and November 20, 2001 and in the *Line Sharing Docket* on November 20, 2001. The notice also directed all parties that wished to file comments on the amendments to do so by February 8, 2002.

As instructed, BellSouth filed its Amended Modified Interconnection Agreement on January 25, 2002. On February 5, 2002, Time Warner filed a motion for a thirty-day extension of time to file comments claiming that the length of the agreement and the resources requiring review before comment could be made necessitated the extension.<sup>9</sup> On February 7, 2002, XO, MCI and SECCA also filed a motion for a thirty-day extension restating the arguments asserted by Time Warner.<sup>10</sup> On February 8, 2002, the Pre-Hearing Officer issued an order granting movants an extension until February 15, 2002.

On February 8, 2002, Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless ("Verizon Wireless") filed a petition to intervene as well as comments on BellSouth's Amended Modified Interconnection Agreement. Verizon Wireless' comments were in regard to whether the agreement resulting from this Docket would be available to commercial mobile radio service providers.<sup>11</sup> Having received no objections to the petition for intervention, the Pre-Hearing Officer granted Verizon Wireless's petition by order entered on February 15, 2002.

Time Warner, SECCA, XO, and MCI filed comments on February 15, 2002. In their filing, the parties stated that "due to lack of sufficient time and resources necessary to prepare" comments, they would not be filing comments "relevant to the substantive portions" of the

---

<sup>9</sup> See *Motion of Time Warner Telecom of the Mid-South, L.P. for Extension of Time to File Comments on Amendments of BellSouth's Modified Interconnection Agreement*, p. 1 (Feb. 5, 2002).

<sup>10</sup> See *Motion of XO Tennessee, Inc. MCI WorldCom, Inc. and Southeastern Competitive Carriers Association for Extension of Time to File Comments on Amendments of BellSouth's Modified Interconnection Agreement*, p. 1 (Feb. 7, 2002).

<sup>11</sup> See *Comments of Verizon Wireless Regarding BellSouth's Modified Generic Interconnection Agreement with Amendments*, p. 1 (Feb. 8, 2002).

Amended Modified Interconnection Agreement.<sup>12</sup> The parties did, however, continue to support a cooperative effort to develop a standard interconnection agreement.<sup>13</sup>

## II. INTERIM REMEDY

The Authority convened this Docket “to resolve issues frequently arbitrated and to produce generally available terms and conditions,” thereby streamlining the interconnection process.<sup>14</sup> To streamline the process in a timely manner it is necessary to make available to CLECs a standard interconnection agreement that complies with the filing requirements described in the July 13, 2001 and January 11, 2002 notices. In order to achieve this end, the first phase of this docket must conclude with BellSouth filing a Second Amended Modified Interconnection Agreement that will serve as an interim agreement pending approval of a final Standard Interconnection Agreement. The Second Amended Modified Interconnection Agreement once approved for use during the interim period should serve as the starting point for negotiations between BellSouth and CLECs. Based on the foregoing, the Pre-Hearing Officer recommends that the Directors order BellSouth to file a Second Amended Modified Interconnection Agreement that incorporates the recommendations set forth in Attachment One within fifteen (15) days of the Authority’s deliberations. Attachment One includes recommendations describing how BellSouth should modify existing language in the Amended Modified Interconnection Agreement to ensure that it is consistent with previous Authority decisions. Once filed, the Second Amended Modified Interconnection Agreement will come before the Directors for approval as an interim remedy.

---

<sup>12</sup> *Comments Filed on Behalf of Time Warner Telecommunications of the Mid-South, L.P., XO Communications, Inc., MCI WorldCom, Inc., and the Southeast Competitive Carriers Association*, p. 1 (Feb. 15, 2002).

<sup>13</sup> *See id.*

<sup>14</sup> *Order Denying Tariff No. 01-00205 and Opening Docket No. 01-00526*, p. 6 (Jun. 21, 2001).

### **III. HEARINGS AND WORKSHOPS**

The parties to this docket have raised a variety of issues ranging from where in the agreement a list of definitions should appear to the appropriate application of the pick and choose requirement. In addition, the various parties have requested that the Authority utilize workshops to resolve these issues. The use of workshops alone, however, will not achieve the goals of this Docket. Before the parties may effectively engage in workshops, the Authority must render rulings on any issues that involve legal and/or public policy determinations. Only after the Authority has conclusively resolved such issues would it be reasonable for the parties to participate in workshops to resolve any remaining disputes.

To explain, it is inconsistent with the goals of this Docket to allow the parties to resolve issues involving legal and/or public policy disputes by agreement. If such were permitted, there would be no streamlining of the interconnection process, because in the future a CLEC or ILEC that disagrees with a workshop decision may insist on bringing the issue to the Authority for arbitration. Were the Authority to have stated its position on a particular issue after a hearing, the CLEC or ILEC would be less likely to bring the issue before the Authority for arbitration, absent a change in law or policy, because the Authority had already ruled on the issue. The latter will streamline the process; the former will not.

Based on the foregoing, the Pre-Hearing Officer recommends that, simultaneously with the interim interconnection agreement approval process, the Authority, through the Pre-Hearing Officer, proceed with the preparation of this Docket for a hearing. Attached hereto as Attachment Two is a list of issues that require the Authority to render a legal determination or a

decision affecting the policy of the State of Tennessee<sup>15</sup> or the purpose of the Telecommunications Act of 1996.<sup>16</sup> The Pre-Hearing Officer further recommends that the Directors adopt these issues for resolution in the hearing phase of the Docket.

Once the Directors have rendered their decisions on the hearing issues, BellSouth should be ordered to update the interim interconnection agreement in effect at that time to make it consistent with the Authority's resolution of the hearing issues. After the Authority approves the updated agreement, the parties, with the assistance of the Authority Staff and the Pre-Hearing Officer, may participate in workshops to resolve any remaining issues and negotiate the language to be placed in the final Standard Interconnection Agreement.<sup>17</sup> This procedure will ensure that the interim interconnection agreement that is the subject of the workshop phase is the most up-to-date version. For these reasons, the Pre-Hearing Officer recommends that the Authority

---

<sup>15</sup> Tenn. Code Ann. § 65-4-123 sets forth the telecommunications service policy for Tennessee. This section provides:

The general assembly declares that the policy of this state is to foster the development of an efficient, technologically advanced, statewide system of telecommunications services by permitting competition in all telecommunications services markets, and by permitting alternative forms of regulation for telecommunications services and telecommunications services providers. To that end, the regulation of telecommunications services and telecommunications services providers shall protect the interests of consumers without unreasonable prejudice or disadvantage to any telecommunications services provider; universal service shall be maintained; and rates charged to residential customers for essential telecommunications services shall remain affordable.

Tenn. Code Ann. § 65-4-123 (Supp. 2000).

<sup>16</sup> Congress expressed the purpose of the Telecommunications Act of 1996 as follows: "To promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies." Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56.

<sup>17</sup> Examples of comments that could be addressed in the workshop phase include: (1) DeltaCom's suggestion that section 4.1 of the general terms and conditions be deleted as it is self-serving for BellSouth to claim that it is meeting obligations it already has under the law and (2) XO's comment that section 21.3 of the general terms and conditions should clearly state that such notice does not relieve BellSouth of its obligation elsewhere in the agreement to provide notice of certain agreement information directly to the contact individual named in the agreement. See *Comments of ITC^DeltaCom on BellSouth's Generic Interconnection Agreement for Tennessee*, p. 2 (Aug. 23, 2001); *Comments of ITC^DeltaCom on BellSouth's Generic Interconnection Agreement for Tennessee*, p. 2-3 (Sept. 4, 2001); *Comments of XO Communications, Inc.*, p. 2 (Sept. 4, 2001).

permit the parties to participate in workshops upon conclusion of the hearing and the resulting modifications to the interim interconnection agreement.

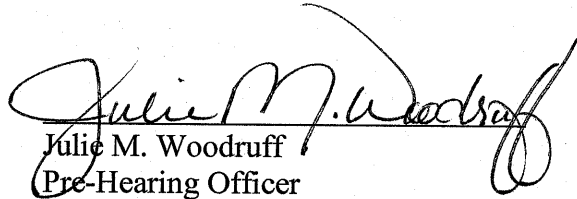
**V. SUMMARY OF RECOMMENDATIONS**

Based on the above discussion, the Pre-Hearing Officer recommends the Authority take the following action:

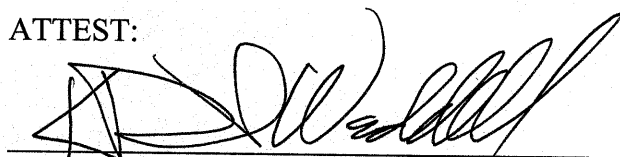
1. The Directors order BellSouth to file a Second Amended Modified Interconnection Agreement that incorporates the recommendations contained in Attachment One within fifteen (15) days of the Authority's deliberations on this Report and Recommendation.
2. Simultaneously with the interim interconnection agreement approval process, the Authority, through the Pre-Hearing Officer, proceed with the preparation of this Docket for a hearing on the issues listed in Attachment Two.
3. The Authority permit the parties to participate in workshops upon conclusion of the hearing and the filing and approval of any necessary modifications to the interim interconnection agreement.

**VI. CONCLUSION**

The Pre-Hearing Officer presents this Report and Recommendation to the Directors of the Tennessee Regulatory Authority for their consideration at a regularly scheduled Authority Conference to be scheduled by the publishing of the Final Conference Agenda. Any comments on the Report and Recommendation shall be filed no later than **Friday, March 22, 2002.**

  
Julie M. Woodruff  
Pre-Hearing Officer

ATTEST:

  
K. David Waddell, Executive Secretary

## Attachment One – Recommended Modifications

| Document/<br>Section                               | Language At Issue                                                                                                                                                                                                                                                                                                           | Controlling Authority Decision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General<br>Terms and<br>Conditions<br>Section 19.1 | “This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.”                                                                                                                                                  | In a previous arbitration decision, the Authority unanimously voted to order BellSouth to modify its final best offer to provide that Tennessee law will govern the agreement rather than Georgia law. <sup>18</sup> Recommend that the Second Amended Modified Interconnection Agreement be consistent with this decision.                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Attachment 1<br>Section 3.26<br>&<br>Attachment 9  | In Section 3.26, BellSouth agrees that upon the Authority’s “issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement such Performance Measurements as of the date specified by the TRA.” Attachment 9 contains similar language. | Docket No. 01-00193 is the Authority docket meeting the parameters of BellSouth’s agreement. <sup>19</sup> Any final determination in Docket No. 01-00193 must be incorporated into the effective interconnection agreement at the time such determination is rendered. Neither the goals of this Docket nor Docket No. 01-00193 will have been satisfied otherwise. Therefore, at this time, the Pre-Hearing Officer recommends that BellSouth specifically reference Docket No. 01-00193 in the Second Amended Modified Interconnection Agreement.                                                                                                                                                                                                |
| Attachment 2<br>Section 2.6.1                      | The language of Section 2.6.1 allows CLECs access to IDLC, but also provides BellSouth the opportunity to circumvent the order by unilaterally choosing not to provide access to IDLC on a loop-by-loop basis.                                                                                                              | This language is inconsistent with the Authority’s decision “that BellSouth must offer IDLC to competitors on a per channel basis in central office feeder routes and serving areas where IDLC is available to BellSouth customers.” <sup>20</sup> BellSouth included similar language in Tariff No. 01-00646 filed in the <i>Permanent Prices Docket</i> . In that instance, the Authority ordered BellSouth to append the following language to the end of the applicable section: “When possible, CLEC-1 will be allowed to choose between the available alternative arrangements listed above.” <sup>21</sup> Recommend that the Second Amended Modified Interconnection Agreement be consistent with the deliberations on Tariff No. 01-00646. |

<sup>18</sup> See *In re: Petition of MCI Telecommunications Corporation for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996*, Docket No. 96-01271, *Final Order of Arbitration Award*, p. 2 (Mar. 7, 1997).

<sup>19</sup> See *In re: Docket to Establish Generic Performance Measurements, Benchmarks and Enforcement Mechanisms for BellSouth Telecommunications, Inc.*, Docket No. 01-00193, *Order Consolidating Docket Nos. 99-00347 and 00-00392 Into Docket No. 01-00193 and Opening Docket No. 01-00362*, p. 6 (May 15, 2001).

<sup>20</sup> *Permanent Prices Docket, Order Re: Reconsideration and Clarification of Interim Order on Phase I*, p. 22 (Nov. 3, 1999).

<sup>21</sup> Transcript of Proceedings, Sept. 25, 2001, p. 15 (Authority Conference).

## Attachment One – Recommended Modifications

| Document/<br>Section               | Language At Issue                                                                                                                                                                                                                                                                                                                                                         | Controlling Authority Decision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachment 2<br>Section<br>3.2.1.3 | “BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide [customer] access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to [customer]’s xDSL equipment in [customer]’s collocation space . . . [Customer] shall purchase ports on the splitter in increments of 24 ports.” | In the <i>Line Sharing Docket</i> , the Authority ordered BellSouth to “provide splitter functionality on an individual ‘port-at-a-time’ or on a ‘shelf-at-a-time’ basis, at the option of the CLEC.” <sup>22</sup> Recommend that the Second Amended Modified Interconnection Agreement be consistent with this ruling.                                                                                                                                                                                                                                                                                |
| Attachment 2<br>Section<br>3.2.1.3 | “BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide [customer] access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to [customer]’s xDSL equipment in [customer]’s collocation space . . . [Customer] shall purchase ports on the splitter in increments of 24 ports.” | This language does not clearly provide for the three ownership options approved by the Authority. Specifically, in the <i>Line Sharing Docket</i> , the Authority adopted “three splitter-ownership options: ILEC-owned/ILEC-maintained, CLEC-owned/ILEC-maintained, and CLEC-owned/CLEC-maintained.” <sup>23</sup> Recommend that BellSouth clarify the language to ensure that the Second Amended Modified Interconnection Agreement is consistent with the Authority’s ruling.                                                                                                                       |
| Attachment 2<br>Section<br>3.2.4.6 | “Where a line sharing arrangement or UNE-P arrangement does not already exist, . . . the loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual stand-alone network elements.”                                                                                                                                                         | In the <i>Line Sharing Docket</i> , the Authority ordered that “pursuant to the FCC Line Splitting Order, and the directives of the Authority herein, ILECs in Tennessee should make line splitting available to requesting CLECs.” <sup>24</sup> The Authority did not limit the provisioning of line splitting in any way. Moreover, the Authority ordered the ILECs to file cost studies where the ILEC permits CLECs to engage in line splitting using UNE-P. <sup>25</sup> Recommend that the Second Amended Modified Interconnection Agreement make line-splitting available without restriction. |

<sup>22</sup> Transcript of Proceedings, Nov. 20, 2001, p. 56 (Authority Conference).

<sup>23</sup> *Id.* at 51.

<sup>24</sup> *Id.* at 48.

<sup>25</sup> *See id.* at 49.

## Attachment One – Recommended Modifications

| Document/<br>Section          | Language At Issue                                                                                                                                                                                                                                                                                                                                                                                  | Controlling Authority Decision                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachment 2<br>Section 5     | In this Section, BellSouth distinguishes between combinations by using the term “currently combined.”                                                                                                                                                                                                                                                                                              | In the <i>Permanent Prices Docket</i> , the Authority held that in order to ensure consistency and compliance with FCC Rule 51.315(b), BellSouth should use the term “currently combines” to identify combinations. <sup>26</sup> Recommend that the Second Amended Modified Interconnection Agreement use the term “currently combines” rather than “currently combined.” |
| Attachment 2<br>Section 5     | Section 5.3.6.1.1 states: “For Combinations of loop and transport network elements not set forth in Section 5.3.4, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the Combination.” Similar language appears throughout the remainder of Attachment 2, Section 5. | This calculation method is inconsistent with the Authority’s ruling in the <i>Permanent Prices Docket</i> requiring BellSouth to account for efficiencies when calculating the non-recurring charges for “new combinations.” <sup>27</sup> Recommend that the Second Amended Modified Interconnection Agreement be consistent with this ruling.                            |
| Attachment 2<br>Section 5.6.4 | “BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1 . . . to [customer] if [customer]’s customer has 4 or more DS0 equivalent lines.”                                                                                                                                                                                            | In a previous arbitration, the Authority adopted a method for calculating the number of lines. <sup>28</sup> Recommend that the Second Amended Modified Interconnection Agreement describe how lines are to be counted consistent with the Arbitrators’ deliberations following the Authority Conference on March 12, 2002.                                                |

<sup>26</sup> Transcript of Proceedings, Sept. 25, 2001, p. 15 (Authority Conference).  
<sup>27</sup> See *Permanent Prices Docket*, Correction of Transcript of April 25, 2000 Authority Conference and Erratum to Second Interim Order Re: Revised Cost Studies and Geographic Deaveraging, p. 2 (Mar. 6, 2001).

<sup>28</sup> In re: *Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc., TCG MidSouth Inc., and BellSouth Telecommunications, Inc.*, Pursuant to 47 U.S.C. § 252, Docket No. 00-00079.

## Attachment One – Recommended Modifications

| Document/<br>Section                | Language At Issue                                                                                                                                                                                                                              | Controlling Authority Decision                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachment 2<br>Exhibit B           | BellSouth included rates for Unbundled Loop Modification – Additive, Element A.17.4.                                                                                                                                                           | The Authority rejected use of the additive proposed by BellSouth during the <i>Line Sharing Docket</i> and found: “This charge may not be appropriate as BellSouth fails to present any single study showing that the share of CLECs in this market is or will be 60 percent.” <sup>29</sup> Thereafter, the Directors ordered BellSouth to “use Sprint/United’s loop conditioning cost methodology.” <sup>30</sup> Recommend that BellSouth remove the additive from the Second Amended Modified Interconnection Agreement. |
| Attachment 2<br>Exhibit B           | The rate sheet contains different statewide rates for long and short 2-wire and 4-wire copper loops.                                                                                                                                           | In the <i>Permanent Prices Docket</i> , the Authority adopted a statewide average for 2-wire copper loops of \$14.92 and a statewide average for 4-wire copper loops of \$27.93 without regard to loop length. <sup>31</sup> Recommend that the rates in the Second Amended Modified Interconnection Agreement be consistent with this ruling.                                                                                                                                                                               |
| Attachment 3<br>Section<br>3.2.1.1  | “When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties.”                                                                                        | In a previous arbitration, the Arbitrators unanimously voted that the CLEC “has the right pursuant to the Act and the FCC rules to designate the points of interconnection.” <sup>32</sup> Recommend that the Second Amended Modified Interconnection Agreement allow the CLEC to designate the points of interconnection.                                                                                                                                                                                                   |
| Attachment 3<br>Section<br>4.10.3.1 | “BellSouth will route [customer]’s originated Local Traffic for LATA wide transport and termination. [Customer] must also establish an interconnection trunk group(s) at all BellSouth access tandems where [customer] NXXs are homed . . . .” | In a previous arbitration, the Arbitrators unanimously voted that “there is no need to restrict Intermedia’s network design by requiring them to interconnect at all tandems where Intermedia NPA/NXXs are homed, but Intermedia must interconnect in at least one tandem in the rate center where its NPA/NXX is homed.” <sup>33</sup> Recommend that the Second Amended Modified Interconnection Agreement be consistent with this ruling.                                                                                 |

<sup>29</sup> Transcript of Proceedings, Nov. 20, 2001, pp. 61-62 (Authority Conference).  
<sup>30</sup> *Id.* at 65.

<sup>31</sup> See *Permanent Prices Docket, Final Order*, p. 20 (Feb. 23, 2001); *Permanent Prices Docket*, Cost Study, Executive Summary, Sec. 1, pp. iv-v (Jun. 9, 2000).

<sup>32</sup> Transcript of Proceeding, Dec. 18, 2001, pp. 30-31 (deliberations in Docket No. 00-00309 following an Authority Conference).  
<sup>33</sup> *In re: Petition for Arbitration of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. Pursuant to Section 252 (B) of the Telecommunications Act of 1996*, Docket No. 99-00948, *Interim Order of Arbitration Award*, p. 46 (Jun. 25, 2001).

| Attachment One – Recommended Modifications |                                                                                                                                                                   |                                                                                                                                                                                                                                                                                     |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Document/<br>Section                       | Language At Issue                                                                                                                                                 | Controlling Authority Decision                                                                                                                                                                                                                                                      |
| Attachment 4<br>Section 8.4.1              | “Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity.” | In a previous arbitration, the Arbitrators required that “the interconnection agreement [] apply the per amp rate to amps used.” <sup>34</sup> Recommend that the Second Amended Modified Interconnection Agreement provide that the per amp rate will be applied to the amps used. |

---

<sup>34</sup> Transcript of Proceeding, Dec. 18, 2001, p. 38 (deliberations in Docket No. 00-00309 following an Authority Conference).

## Attachment Two – Hearing Issues

| Document                     | Section                | Issue                                                                                                                                                                                                                                                                 |
|------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General Terms and Conditions | 2.1                    | What should be the standard length of an interconnection agreement?                                                                                                                                                                                                   |
|                              | 5.2                    | Should the CLEC customers be listed in the classified directory under the same terms and conditions as BellSouth customers?                                                                                                                                           |
|                              | 5.3.1                  | Should CLECs determined whether BellSouth may provide CLEC customer directory listings to third party publishers?                                                                                                                                                     |
|                              | 8                      | Should liability and indemnification terms be mutual and reciprocal?                                                                                                                                                                                                  |
|                              | 14.1                   | Is the language limiting “Pick and Choose” to agreements with six or more months before expiration consistent with state and federal law?                                                                                                                             |
|                              | 14.1                   | Under what terms and conditions may carriers “Pick and Choose” terms from the Standard Interconnection Agreement to incorporate into either negotiated or arbitrated interconnection agreements?                                                                      |
|                              | 14.1                   | Can a commercial mobile radio service provider “Pick and Choose” terms from the Standard Interconnection Agreement to incorporate into its interconnection agreement?                                                                                                 |
|                              | 15.1                   | Should BellSouth be required to notify CLECs of a name change, change to its company structure or identity due to merger, acquisition, transfer, or any other reason?                                                                                                 |
|                              | 15.3                   | In the event that terms of the Standard Interconnection Agreement filed at the conclusion of this Docket are impacted by legislative, regulatory, judicial, or other legal action, what should be the procedure for modifying the Standard Interconnection Agreement? |
|                              | 1.6.2, 1.6.3 & 2.1.9.2 | What method should govern the calculation of charges for services rendered by BellSouth such as cancellation charges, expedite charges, and overtime charges?                                                                                                         |
| Attachment 2                 | 2.1.1                  | What should be the definition of local loop used in this agreement?                                                                                                                                                                                                   |
|                              | 2.1.4                  | When a service inquiry is required, should the interval for completing the service inquiry run concurrently with the time interval for provisioning the loop?                                                                                                         |
|                              | 2.1.6                  | What standards should govern the characteristics of local loops?                                                                                                                                                                                                      |
|                              |                        |                                                                                                                                                                                                                                                                       |

## Attachment Two – Hearing Issues

| Document   |            | Section    | Issue                                                                                                                                                                                                                                       |
|------------|------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| None Apply | 5.6.4      |            | Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict AT&T's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer? <sup>35</sup>    |
|            |            | 10.1       | Has BellSouth provided sufficient customized routing in order to be relieved of its obligation to provide Operator Services and Directory Assistance ("OS/DA") as provided for in 47 C.F.R. § 51.319(c)(2)? <sup>36</sup>                   |
|            | None Apply | None Apply | Should the generic agreement contain language that allows CLECs to request priority maintenance service for certain customers?                                                                                                              |
|            |            |            | Should BellSouth be required to provided 60 (sixty) days notice when it wishes to sell, exchange, or otherwise transfer ownership of any exchange in Tennessee served by BellSouth as an incumbent local exchange carrier to a third party? |

<sup>35</sup> The *Final Order of Arbitration Award* reads: "The Authority may address this issue further in Docket No. 01-00526, *In re: Generic Docket to Establish Generally Available Terms and Conditions for Interconnection.*" *In re: Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc., TCG MidSouth Inc., and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252, Docket No. 00-000079, Final Order of Arbitration Award*, p. 20 n.72 (Nov. 29, 2001).

<sup>36</sup> In the AT&T arbitration, the Arbitrators ordered that "BellSouth should be required to continue offering OS/DA as a UNE until it can demonstrate that it has implemented a sufficient customized routing solution in Tennessee." *Id.* at 27. Following the March 12, 2002 Authority Conference, the Arbitrators affirmed this decision while deliberating the merits of BellSouth's motion for reconsideration.