



BOULT • CUMMINGS
CONNERS • BERRY PLC

Henry Walker

(615) 252-2363

Fax: (615) 252-6363

Email: hwalker@boultcummings.com

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March 4, 2003

TN REGULATORY AUTHORITY
DOCKET ROOM

Honorable Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc. Pursuant to the Telecommunications
Act of 1996

Docket No.: 03-00119

Dear Chairman Kyle:

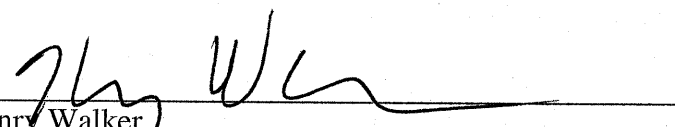
As directed by the Authority, ITC^DeltaCom submits the attached issues matrix in the
above-captioned arbitration proceeding.

We understand that BellSouth Telecommunications will be filing a separate matrix
containing BellSouth's position on each disputed issue. ITC^DeltaCom agrees that, after
receiving BellSouth's filing, ITC^DeltaCom will incorporate that information into this matrix as
representing BellSouth's position.

Sincerely,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:


Henry Walker

414 Union Street, Suite 1600

P.O. Box 198062

Nashville, Tennessee 37219

(615) 252-2363

Counsel for rITC^DeltaCom

HW/bb

Encl.

cc: Guy Hicks, Counsel for BellSouth

ITC^DELTA COM/BELLSOUTH

2003 ARBITRATION ISSUES MATRIX

ISSUE NO.	ISSUE DESCRIPTION	DELTA COM POSITION	BELLSOUTH POSITION	ISSUE STATUS
1	Term of the Agreement (GTC – Section 2.1;2.3 – 2.6): a) Should the parties continue to operate under the TRA-approved interconnection agreement pending the TRA's ruling on the arbitration? b) If so, what should be the length of the term of the agreement resulting from this arbitration?	a) Yes, DeltaCom should be permitted to continue under an existing TRA approved agreement pending any arbitration decision. It is a greater hardship to DeltaCom to move to a completely new contract than for Bell to simply continue under the existing agreement. The current interconnection agreement provides that the parties will continue to operate under the existing agreement. b) Five years. Three years is too short. The parties literally executed the last four agreements in early 2002 and turned around a month or two later to start new negotiations for a new agreement.		Open

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2	Directory Listings (GTC – Section 4; Attachment 6 – Section 2.2.2): a) Is BellSouth required to provide DeltaCom the same directory listing language it provides to AT&T? b) Is BellSouth required to provide an electronic feed of the directory listings of DeltaCom customers? c) Does DeltaCom have the right to review and edit its customers' directory listings? d) Should there be a credit or PMAP measure for accuracy of directory listings and, if so, what should the credit or PMAP measure?	a) DeltaCom should have access to its end user customer listings in a reasonable time prior to publication in the BellSouth Directory. BellSouth sends the listings to BAPCO and DeltaCom should be able to verify that they have been accurately submitted. b) CLECs' listings are commingled with the BellSouth listings, but distinguished by the OCN. These should be extracted prior to book print for review. An electronic comparison of what was submitted versus what is being printed is in the best interest of both parties. c) Yes. Since DeltaCom is blind to the actions between BellSouth and BAPCO, and bears the financial responsibility to its end user, DeltaCom must be able to validate the accuracy of the listings. d) BellSouth will only return the monies collected/billed for the white page listings. Since Advertising dollars in the Yellow Pages (BAPCO) are not covered, BellSouth should be required to meet a Performance Standard.		Open

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3	Advance Notice of Changes to Resold Offerings (GTC – Section 20.3): a) May BellSouth provide advance notice of changes to resale offerings? b) Can DeltaCom continue to receive the advance notice of 45 days as long as BellSouth continues to provide such notice to other CLECs?	a) Yes. In Tennessee and Florida, DeltaCom is required to provide 30 days advance notice to end users of any price increase and or discontinuance of a product. If DeltaCom is reselling BellSouth's product and BellSouth either raises the rate or discontinues the product, DeltaCom needs advance notice in order to contact its outside vendor to include a bill insert notifying the end user of the change. b) Yes. To the extent BellSouth is providing such advance notice to other CLECs, DeltaCom is placed at a competitive disadvantage.		Open in FL and TN only.
4	Tax Liability (GTC – Section 13.1): Should language covering tax liability be included in the interconnection agreement and, if so, should that language simply state that each party is responsible for its tax liability?			Closed
5	Access to Pending Order Information and Status of Order Information (Attachment 6 – Sections 1.5.1 and 4.3): a) Should BellSouth be required to provide the same amount of pending order service detail to DeltaCom that BellSouth provides to its retail representatives? b) Should BellSouth be required to provide information regarding the status of an order to DeltaCom to the same degree as that it provides to its retail representatives?	a) Yes. DeltaCom and BellSouth representatives must have equal functionality to view and modify pending order content. b) Yes. DeltaCom and BellSouth representatives must have equal functionality to view and modify pending order content.		Open

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6	Facility Check Information (Attachment 6 – Sections 1.7 and 4.4): Should BellSouth be required to provide to DeltaCom facility check information electronically in the same manner it does to BellSouth's retail operations?	Yes. BellSouth is providing such information in Tennessee. BellSouth will not agree to do so in other states unless it is ordered to do so by the other state commissions.		Open
7	Addition of Call Forwarding (Attachment 6 – Section 5.1.2): Should BellSouth be required to temporarily provide features on the same terms and conditions as that it provides to its retail customers?			Closed
8	Universal or Integrated Digital Loop Carrier (“UDLC/IDLC”) Technology (Attachment 2 – Section 3.1): a) Should BellSouth be required to provide an unbundled loop using IDLC technology to DeltaCom which will allow DeltaCom to provide consumers the same quality of service (i.e., no additional analog to digital conversions) as that offered by BellSouth to its customers? b) What terms and conditions should apply with regard to UDLC?	a) Yes. IDLC technology is required to allow DeltaCom to provide the same quality of service to DeltaCom customers as that delivered by BellSouth to its customers. Both Alabama and Tennessee require the same quality of service, meaning no additional analog to digital conversions is necessary. DeltaCom proposed compromise language. b) If BellSouth currently serves a customer loop on UDLC, when DeltaCom orders the loop to either a UNE-P or to DeltaCom's facility based network, BellSouth must keep the customer on UDLC. If there is a technical reason why BellSouth cannot keep the customer on UDLC, BellSouth must notify DeltaCom in advance of any in-service turn-up of the loop.		Open
9	OSS Interfaces (Attachment 6 – Section 3.2): Should BellSouth be required to provide interfaces for OSS to DeltaCom which have functions equal to that provided by BellSouth to BellSouth's retail division?	Yes. It is a requirement of the Telecom Act that OSS be nondiscriminatory.		Open

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10	Completion Notifier (Attachment 6 – Section 4.2): Should BellSouth be required to provide DeltaCom a completion notifier?	Yes. BellSouth should provide CLECs notice when their billing is impacted. Often CLEC orders sit on BellSouth's "hold" file and are not posted to the billing systems. This prohibits CLECs from receiving a timely Customer Service Record ("CSR") update. Therefore, end use consumers may encounter several months of charges when the record finally is posted. Delay also creates problems because DeltaCom cannot issue follow up orders to the customer account since the Customer Service Record ("CSR") does not reflect correct information.		Closed with regard to new orders. Open otherwise.
11	Access to UNEs (Attachment 2 – Sections 1.1, 1.4 and 1.10): a) Should the interconnection agreement specify that the rates, terms and conditions of the network elements and combinations of network elements are compliant with state and federal rules and regulations? b) Must all network elements be delivered to DeltaCom's collocation arrangement? c) What standards should apply to network elements?	a) Several states have retain authority to establish UNEs. This agreement must be approved by state commissions and therefore must compliant with state orders and regulations. b) No. In fact, DeltaCom has network elements today that are not delivered to a collocation site. c) DeltaCom wants the language provided to AT&T in its Interconnection Agreement regarding standards for network elements.		Open
12	Reciprocity of UNE Services and Conditions (Attachment 2 – Section 1.3; Attachment 3 – Section 1.3): Should the interconnection agreement refer to both BellSouth and DeltaCom tariffs?			Closed

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13	Testing of UNEs (Attachment 6 – Section 4.6.23): a) Should BellSouth be required to provide UNE testing results to DeltaCom? b) Should the parties be required to perform cooperative requesting within two hours of a request from the other party?	b) Yes. This language is in the parties' current interconnection agreement.		Open as to subpart b only.
14	Prohibition of Use of UNEs to Provide Wireless Service (Attachment 2 – Section 1.5): Should the interconnection agreement prohibit the use of UNEs to provide wireless telecommunications services?			Closed
15	DADAS (Attachment 2 – Section 13.6.1): Should the rates, terms and conditions for DADAS be included in the interconnection agreement?	Yes. DeltaCom needs to know to what rates, terms and conditions it is agreeing to be bound.		Open
16	Does Inside Wire Include Both Wire Owned and Controlled by BellSouth (Attachment 2 – Section 2.2.1): Should BellSouth be required to provide access to inside wire that is owned and/or controlled by BellSouth?			Closed
17	Provisioning and Cutovers (Attachment 2 – Section 3.7): What language should apply to provisioning and cutovers?	The "hot cut" process must be seamless from the end user's perspective.		Open

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18	Testing of NXXs. Call Forwarding Variable and Remote Access to Call Forwarding Variable (Attachment 2 – Section 9.2.5.1; Attachment 6 – Section XX): When testing NXXs, ITC^DeltaCom needs access to call forwarding, call forwarding variable and remote access to call forwarding variable. Currently there is language in Attachment 6 that allows ITC^DeltaCom to use call forwarding features to test whether NXXs are being correctly translated in the BellSouth network. BellSouth now wants to charge retail rates rather than cost-based rates. What rates should apply?	DeltaCom wants to continue to use the call forwarding feature to test NXXs and pay a cost-based rate. As a result of the last arbitration, BellSouth agreed to allow ITC^DeltaCom to pay a cost-based rate for interim number portability, which was the call forwarding feature. ITC^DeltaCom also wants to add these two types of call forwarding such that ITC^DeltaCom can quickly test and identify whether there is an NXX translation problem. Allowing ITC^DeltaCom to quickly test and determine whether the customer trouble is an NXX translation problem benefits both ITC^DeltaCom and BellSouth.		Open
19	Unbundled Remote Call Forwarding (“URCF”) (Attachment 2 – Section 9.2.5.1.3): Should the interconnection agreement include language that URCF will not be used to forward calls to another URCF or “similar service”?			Closed
20	SS7 (Attachment 2 – Section 16.1.3.2): a) Should BellSouth provide the option of a high speed link for SS7? b) Should BellSouth meet DeltaCom at the central office in the DeltaCom serving wire center?	b) Yes. This issue regards SPOI (Point of Interconnection with Signaling services). DeltaCom is willing to have a single interconnection point in the BellSouth network for each STP pair and incur the cost from that meet point back to DeltaCom’s STPs. By meeting at the central office in the DeltaCom serving wire center, the parties mutually share transport facilities.		Open as to subpart b only.

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21	Dark Fiber Availability (Attachment 2 – Section 8.1.1): Does BellSouth have to make available to DeltaCom dark fiber loops and transport at any technically feasible point?	Yes. BellSouth wants to require DeltaCom to pick up dark fiber loops only at the DeltaCom collocation site. In fact, the parties meet in locations other than a collocation site. It is technically feasible for BellSouth to make dark fiber loops available at other locations.		Open
22	Dark Fiber Parity (Attachment 2 – Section 8.2.1): Whether BellSouth should provide dark fiber to DeltaCom under the same terms and conditions that it provides to itself?			Closed
23	Dark Fiber Holding Period (Attachment 2 – Section 8.2.4): Should BellSouth hold the dark fiber for DeltaCom after receiving a valid, error-free LSR?	Yes. DeltaCom is placed at a competitive disadvantage if BellSouth is holding dark fiber for other carriers for 45 days but refuses to provide the same opportunity to DeltaCom.		Open
24	Rate and Provision of Performance Data (Attachment 2 – Sections 9.1.4.15 and 11.3.2.3): a) What should be the rate for Performance Data that BellSouth provides to DeltaCom regarding customer line, traffic characteristics, and other information? BellSouth be required to provide performance data for end-user customer line, traffic characteristics and common (shared) transport? b) Should BellSouth be required to provide performance data for customer line, traffic characteristics and common (shared) transport?	a) Yes. BellSouth should charge a UNE rate for the performance measures associated with UNE elements and BellSouth should be required to provide this data in a similar (parity) manner to which BellSouth provides this data internally. b) Yes. BellSouth should make available, via e-mail, website or other electronic media, blockage information on common trunk groups. Information should be as real-time as possible, given limitations of call detail gathering. Information should include the CLLI codes of the trunk group, the TSC code, number of members, GOS based on Erlang B, time of day and rates with respect to situation or augmentation.		Open

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25	Provision of ADSL Where DeltaCom is the UNE-P Local Provider (Attachment 2 – Section 8.4): Should BellSouth continue providing an end-user with ADSL service where DeltaCom provides UNE-P local service to that same end user on the same line?	Yes. DeltaCom has received consumer complaints that the consumer can't take DeltaCom voice service because if he or she does, BellSouth disconnects the consumer's ADSL service. This is an anticompetitive tying arrangement.		Open
26	Local Switching – Line Cap and Other Restrictions (Attachment 2 – Sections 9.1.3.2 and 9.1.2): a) Is the line cap on local switching in certain designated MSAs only for a particular customer at a particular location? b) Should the Agreement include language that prevents BellSouth from imposing restrictions on DeltaCom's use of local switching? c) Is BellSouth required to provide local switching at market rates where BellSouth is not required to provide local switching as a UNE? What should be the market rate?	a) The existing contract language states that the four line cap only applies to a single physical end user location with four or more DSO equivalent lines. b) Yes. This language is in other carrier agreements and is in the parties' current interconnection agreement. c) This issue is subject to the provisions of the FCC Triennial Review order and the findings of the TRA in the impairment analysis prescribed by the order. To the extent BellSouth is allowed to price a service at market rates, those rates must be approved by the TRA and supported by relevant market data and analysis.		Open
27	Treatment of Traffic Associated with Unbundled Local Switching but Using DeltaCom's CIC (Attachment 2 – Section 9.1.7): Should calls originated by a DeltaCom end-user or BellSouth end-user and terminated to either DeltaCom or BellSouth be treated as local if the call originates and terminates within the LATA?	Yes. The parties' existing interconnection agreement provides that the LATA is local. Most of DeltaCom's existing local products are based on this definition. DeltaCom will be forced to discontinue these existing products if the definition is changed. Any change to the existing definition of "local" would create substantial operational problems and expense and would be disruptive and confusing to consumers.		Open

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28	Local Switching (Attachment 2 – Sections 9.1.3 through 9.1.63): Should the existing language regarding local switching and other issues be maintained?	Yes. DeltaCom would like to maintain the language of the existing interconnection agreement.		Open
29	AIN Triggers (Attachment 2 – Section 9.1.4.16): Should BellSouth offer AIN triggers on a stand-alone basis via DeltaCom's interconnected STPs?	Yes. DeltaCom has its own STP network and should be able to interconnect to BellSouth's AIN platform in a non-discriminatory manner or on parity to connectivity BellSouth provides to its own network.		Open
30	Provision of Combinations (Attachment 2 – Sections 1.3 and 1.7): a) Should BellSouth be required to provide combinations if they are technically feasible? b) Should BellSouth be required to provide DeltaCom the same conditions for network elements and combinations that BellSouth has provided to other carriers? c) What terms and conditions should apply to the provisions of combinations?	DeltaCom seeks language similar to that contained in other interconnection agreements in order to not be placed at a competitive disadvantage.		Open
31	EELs (Attachment 2 – Sections 10.2 and 10.3): Are new EELs ordered by DeltaCom subject to local use restrictions?	No, under the existing FCC rules and orders.		Open

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32	Availability of EELs (Attachment 2): Should EELs be available everywhere?	DeltaCom is not aware of any instance where EELs would not be available. Additionally, existing restrictions on EELs related to commingling and local usage criteria have been modified in the FCC Triennial Order. As soon as this information is available the EELs provisions must be amended to incorporate these changes.		Open
33	Special Access Conversions to EELs (Attachment 2 – Section 10.3.1): Can DeltaCom provide a blanket certification that refers all three safe harbors for special access conversions?	Yes. Under the current contract, DeltaCom was permitted to provide a blanket certification. In some cases the conversion can fall under more than one safe harbor. DeltaCom should be able to use the other safe harbors, if applicable.		Open
34	Audits (Attachment 2): Should DeltaCom be required to reimburse BellSouth for the full cost of an audit?	A determination of appropriate language for this issue must be deferred pending issuance of the FCC Triennial Order.		Open
35	Conversion of DS3 Special Access to EELs (Attachment 2): Should a “switch-as-is” non-recurring charge apply to conversions of special access DS3s to EELs as opposed to a non-recurring charge that is the sum of the elements? If so, what is the appropriate charge?			Closed
36	UNE/Special Access Combinations (Attachment 2 – Sections 10.7 and 10.9.1): a) Should DeltaCom be able to connect UNE loops to special access transport? b) Are special access services being combined with UNEs today?	a) Yes. The parties’ current interconnection agreement provides for this combination and it is in other interconnection agreements. b) In various circumstances, DeltaCom has had special access services in combination with UNE services.		Open

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37	Conversion of a Special Access Loop to a UNE Loop that Terminates to DeltaCom's Collocation (Attachment 2): In some instances, DeltaCom has a Special Access loop that goes to DeltaCom's collocation. This is not a combination. The AT&T/BellSouth agreement provides that in such instances the special access loop can be converted to a UNE loop. DeltaCom has requested the same treatment.	DeltaCom should be offered the same process. Otherwise it will be placed at a competitive disadvantage.		Open
38	Hours of UNE/LCSC Center (Attachment 2 – Section 2.2.2.3): a) Should BellSouth be required to maintain UNE/LCSC hours from 8 a.m. to 5 p.m. local time? b) Must BellSouth finish a cutover once started?			Closed
39	Definition and Treatment of Local Traffic and Tandem Switching (Attachment 3): a) Should local traffic be defined as any call that originates and terminates within the LATA, is originated by either a DeltaCom or BellSouth end-user, and is terminated to a DeltaCom or BellSouth end-user? b) Does DeltaCom's switch perform tandem switching?	a) Yes. The current interconnection agreement provides that calls originating and terminating in the same LATA are local. DeltaCom wants to maintain the existing language in the contract. b) Yes. Under the FCC guidelines, DeltaCom switch coverage areas are equivalent to the tandem coverage areas of BellSouth and many DeltaCom switches perform tandem switching functions.		Open

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40	Point of Interconnection ("POI") (Attachment 3): a) Can a CLEC select only one POI per LATA? b) Should each party pay its own costs to reach that POI within the LATA? c) Should DeltaCom's existing POIs be grandfathered (i.e., not moved to an end office)?	a) Yes. The FCC recently issued an order in an arbitration case in Virginia where it made it clear that the CLEC, not the ILEC, selects the POI and the CLEC only has to have one POI per LATA. b) Yes. c) Yes. DeltaCom should not be required to move its existing POIs due to the expense and disruption in moving the traffic.		Open
41	Percent Local Facilities ("PLF") (Attachment 3): Should DeltaCom report a PLF?	No. The reporting and methodology that BellSouth has created called "PLF" is not approved by OBF. Furthermore, no ILEC requires DeltaCom to report a PLF. This is not a requirement of the existing interconnection agreement.		Open
42	Audits of PIU/PLU (Attachment 3): Does a party have to pay for an audit if the reported factors are more than 20 percentage points overstated?	No.		Open
43	Trunk Group Service Request ("TGSR") (Attachment 3): Should both parties (not just DeltaCom) use the TGSR to order trunks?			Closed
44	Establishment of Trunk Groups for Operator Services, Emergency Services, and Intercept (Attachment 3): Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept?	Yes. DeltaCom has its own operator/DA center and must be able to interconnect its TOPS platform with BellSouth's. DeltaCom is connected today and this mutually benefits BellSouth's operator services center as well as DeltaCom.		Open

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45	Switched Access Charges Applicable to BellSouth (Attachment 3 – Section 9.2): Should DeltaCom be able to charge BellSouth switched access charges where BellSouth is the interexchange carrier?	Yes. The interconnection agreement should be reciprocal.		Open
46	BLV/BLVI (Attachment 3): Is the language proposed by DeltaCom for BLV/BLVI (“Busy Line Verification”) acceptable to BellSouth?	DeltaCom has proposed language that is in the parties’ current interconnection agreement. Unlike other CLECs, DeltaCom has its own operator/DA center and must be able to interconnect with BellSouth.		Open
47	Compensation for the Use of DeltaCom’s Collocation Space (“Reverse Collocation”) (Attachment 4): Should BellSouth be required to compensate DeltaCom when BellSouth collocates in DeltaCom’s collocation space? If so, should the same rates, terms and conditions apply to BellSouth that BellSouth applies to DeltaCom?	Yes. This is contained in existing interconnection agreement language. The same rates, terms and conditions that BellSouth applies to DeltaCom in this situation should also be applied to BellSouth when it collocates in DeltaCom’s collocation space.		Open
48	Provision of Terminations in Excess of Capacity of Equipment (Attachment 4 – Section 5.1.4): Should BellSouth limit the number of terminations?	No. If BellSouth limits the number of terminations to that of transmission equipment, this will prevent DeltaCom from ordering certain BellSouth products such as UNE DS3s and others, which are available by combining/routing circuits within the collocation, but do not require transmission or regeneration.		Open
49	Requirement to Provide List of Entities with an Interest in DeltaCom’s Collocation Equipment (Attachment 4 – Section 5.2): Must DeltaCom provide to BellSouth a list of those entities with a security interest in equipment in DeltaCom’s collocation space?	No. Article 9 of the UCC requires any such liens to be filed publicly. BellSouth is capable of obtaining these filings. DeltaCom is not required to perform this work for BellSouth when BellSouth is equally capable of gathering this information.		Open

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50	Subsequent Application Fee and Application Modification (Attachment 4 – Section 6.3.1): Can BellSouth charge a subsequent application fee and/or other charges when no work is actually required?	In the parties' current agreement, when there is no provisioning or construction work required, there is no subsequent application fee. DeltaCom wants to keep the same language.		Open
51	Reciprocity of Charges (OSS Charges, Expedite Charges, "Change in Service Provider or Disconnect Charges", and any other Charges) (Attachments 1, 5 and 6): a) Is DeltaCom entitled to assess charges to BellSouth for work performed on LSRs sent from BellSouth to DeltaCom (i.e., an OSS charge)? b) Should DeltaCom be able to assess against BellSouth a "Change in Service Provider" charge? c) Should DeltaCom be able to assess charges for work or performance for BellSouth?	BellSouth sends DeltaCom LSRs to port phone numbers from DeltaCom to BellSouth. DeltaCom works the order so that the customer does not have any disruption or degradation of service when moving from DeltaCom to BellSouth. DeltaCom seeks to charge BellSouth for this work just as BellSouth charges DeltaCom. BellSouth assesses a "Change in Service Provider Charge" when a customer leaves BellSouth to sign up with DeltaCom. DeltaCom wants to assess that same charge when a DeltaCom customer migrates to BellSouth.		Open
52	Sharing of Cost of Facilities for Transit Traffic: a) Should BellSouth share 50% of the cost of the interoffice dedicated transport and local channel when BellSouth routes its originating local traffic over the transit trunk group? b) Should DeltaCom be compensated for common transport and compensation minutes for this traffic?	a) Yes. BellSouth should share in the cost of the facilities since it is BellSouth's originating traffic. b) Yes. DeltaCom should receive compensation on a per-minute of use basis just like BellSouth.		Open

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53	Rates and Charges not Ordered by the TRA (All Rate Sheets; Attachment 6 – Section 6; Attachment 2 – Section 22.3.3): a) Should BellSouth be permitted to impose charges related to UNEs that have not been ordered by the TRA in its recent Order in the generic docket for setting UNE rates? b) Should BellSouth provide rate sheets for its contracts that specifically and separately identify those rates that have been approved by the TRA from those rates that BellSouth is proposing?	a) No. The purpose of the generic docket regarding UNE rates is to set generally-applicable rates. BellSouth is now proposing a “Cancellation” charge for all resold and UNE services that it plans to tariff in its FCC tariff, and is demanding an “Order Modification Charge” which has not been approved by the TRA. It is not appropriate for BellSouth to tariff non-cost based rates in its FCC tariff outside the jurisdiction of the TRA. b) It is extremely difficult to match the rates BellSouth provides to CLECs in negotiations to those rates that have been actually approved by the TRA. A listing of changed or added rates would facilitate the negotiation process with little administrative burden on BellSouth.		Open
54	Reimburse Costs to Accommodate Modifications (Attachment 2 – Section 2.2.2.8): Can BellSouth impose a charge that has not been approved by the TRA for changes to an order after an FOC has been issued?	No. In the interest of compromise, DeltaCom has proposed language wherein DeltaCom will reimburse BellSouth if DeltaCom causes the modification and the cost is not already being recovered. Any such charges should be reciprocal; BellSouth should reimburse DeltaCom when BellSouth makes modifications.		Open
55	Resend of CFA Fee: Is the CFA fee reasonable and cost-based.	No. The cost associated with resending a CFA is nominal and does not support BellSouth’s proposed rate.		Open
56	Cancellation Charges: a) May BellSouth charge a cancellation charge which has not been approved by the TRA? b) Are these costs already captured in the existing UNE approved rates?	a) No. Cancellation charges have not been approved by the TRA. b) The basis for a separate cost-based cancellation charge has not been established by BellSouth.		Open

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57	Rates and Charges for Conversion of Customers from Special Access to UNE-based Service (Attachment 2 – Section 2.3.1.6): a) Should BellSouth be permitted to charge for DeltaCom conversions of customers from a special access loop to a UNE loop? b) Should the conversion be completed such that there is no disconnect and reconnect (i.e., no outage to the customer)?	a) No. This is an administrative change only. The BellSouth and AT&T interconnection agreement permits AT&T to send a spreadsheet with a list of those Special Access circuits to be converted to a UNE loop that goes to a collocation. b) Yes. BellSouth has agreed to this process with AT&T. DeltaCom should be afforded the same or similar opportunities.		Open
58	Unilateral Amendments to the Interconnection Agreement (Attachment 6 – Sections 1.8 and 1.13.2; Attachment 3): a) Should the Interconnection Agreement refer to BellSouth's website address to Guides such as the Jurisdictional Factor Guide? b) Should BellSouth be required to post rates that impact UNE services on its website?	a) No. BellSouth cannot be allowed to unilaterally modify the contract in a manner that could financially or operationally impair DeltaCom and its customers. b) Yes. DeltaCom had a service impacting situation where BellSouth modified certain USOCs and it was not clearly communicated that a contract revision was necessary in order to avoid the disruption.		Open
59	Payment Due Date (Attachment 7 – Sections 1.4 and 1.4.1): Should the payment due date be thirty days from the receipt of the bill?	Yes. BellSouth has a history of rendering bills late or in error. DeltaCom is receiving thousands of invoices from BellSouth and generally the bills are arriving more than seven days after the invoice date. Moreover, DeltaCom has found numerous errors and received credits from BellSouth in the millions of dollars due to such inaccuracies. DeltaCom should be permitted at least 30 days from the date of receipt of the bill to review the bill and make payment and/or lodge a dispute regarding the erroneous portion of the bill.		Open

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60	Deposits (Attachment 7 – Section 1.11): a) Should the deposit language be reciprocal? b) Must a party return a deposit after generating a good payment history?	DeltaCom and BellSouth are in continuing negotiations to resolve this issue. DeltaCom supports language that is consistent with FCC policy on deposits including the basic principles of reciprocity, non-discrimination, transparency, payment history for timely billed undisputed charges, and third party review.		Open
61	Method of Filing Billing Disputes (Attachment 7 – Section 3.2): Should BellSouth use the same form and procedure for submitting a billing dispute to DeltaCom that BellSouth imposes on DeltaCom?	Yes. The method of disputing bills should be the same.		Open
62	Limitation on Back Billing (Attachment 7 – Section 3.5): What is the limit on back billing for undercharges?	It should be no longer than 90 days. Backbilling charges longer than 90 days is inappropriate between carriers.		Open
63	Audits (Attachment 7): Is it appropriate to include language for audits of the parties' billing for services under the agreement?	Yes. DeltaCom offered the language from AT&T's Interconnection Agreement.		Open
64	ADUF: What terms and conditions should apply to ADUF?	DeltaCom has provided language regarding ADUF. Specifically, ADUF is the Access Daily Usage File. When DeltaCom buys unbundled local switching, BellSouth provides DeltaCom an ADUF record for the billing of the access charges. DeltaCom should not be billed for ADUF records associated with local calls.		Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELL SOUTH POSITION	ISSUE STATUS
65	Notification of Changes to OSS and Changes of Business Rules/Practices (Attachment 6 – Sections 1 and 1.13.2): a) Should BellSouth provide notice via telephone or e-mail when there are going to be changes to OSS with less than 60 days advance notice? b) Must BellSouth be required to provide notice 60 days in advance of deployment of OSS changes that would impact DeltaCom?	b) Yes. DeltaCom must have advance notice of changes to OSS and/or business rules or products. DeltaCom has experienced disruptions where BellSouth has failed to provide such notice. Like BellSouth, DeltaCom has vendor relationships that require sufficient lead time to make necessary changes.		Open as to subpart b only.
66	Testing of End-User Data (Attachment 6 – Section 1.3): Should BellSouth provide testing of DeltaCom end-user data to the same extent BellSouth does such testing of its own end user data?	Yes. A set of test cases with controlled data is required. BellSouth's retail operation is able to test its code prior to deployment and see the results in ordering, provisioning, maintenance and billing venues. DeltaCom should have parity.		Open
67	Availability of OSS Systems (Attachment 6 – Section 3.3): May BellSouth shut down OSS systems during normal working hours (8 a.m. to 5 p.m.) without notice or consent from DeltaCom?	Under no circumstances should BellSouth shut down DeltaCom's access to OSS during normal working hours without notice or consent of DeltaCom. DeltaCom schedules staff based on published hours of support. When BellSouth takes down all systems during normal business hours, DeltaCom is paying employees who have no tools to conduct customer transactions with BellSouth.		Open
68	Provision of Customer Service Records: What requirements should apply to the provision of customer service records?			Closed

ISSUE NO.	ISSUE DESCRIPTION	DELTA COM POSITION	BELL SOUTH POSITION	ISSUE STATUS
69	Inadvertent Transfer of Customers: Should there be a process to allow a carrier to return a customer to its preferred provider in situations where the customer was inadvertently transferred to either DeltaCom or BellSouth?	Yes. Today, DeltaCom and the consumer have to be on the line with BellSouth in order to correct the error. BellSouth should re-establish the customer as if the error had occurred within BellSouth's retail division. The customer should not have to re-apply for service, but should simply be reinstated to his or her pre-error condition.		Open
70	Reimbursement of Costs for Trouble Analysis and Error Resolution: Should BellSouth reimburse DeltaCom for DeltaCom's costs where BellSouth's errors require DeltaCom to do trouble analysis and error resolution?	Yes. Where BellSouth errors cause DeltaCom to expend resources to resolve BellSouth-created issues, BellSouth should compensate DeltaCom for costs incurred.		Open
71	Reciprocity of Porting Procedures: Should the parties utilize the same porting procedures?	Yes. DeltaCom and BellSouth should use the same procedures. DeltaCom should not be placed in the position of working port orders on the weekend if BellSouth is not willing to reciprocate.		Open