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TR. A. DOCKET ROOM
April 13, 2004

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VIA HAND DELIVERY

Hon. Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

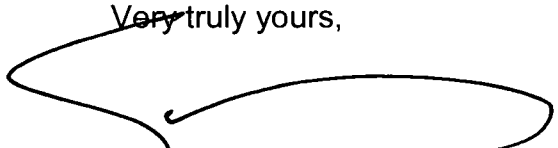
Re: *Joint Petition for Arbitration of NewSouth Communications Corp., et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended*
Docket No. 04-00046

Dear Chairman Tate:

This is to notify you that the parties have agreed on a joint issues matrix. BellSouth has now had the opportunity to review the recent changes to the draft joint issues matrix made by the CLECs. Both the changes highlighted by the CLECs, as well as other changes not highlighted to BellSouth by the CLECs, are acceptable. There is one typographical error in the BellSouth position statement relating to Issue 31 on page 12. Attached is a revised page 12 from the matrix. The only change that has been made is that the word "yes" in BellSouth's position statement has been changed to "no". With this revision, BellSouth agrees that the issues matrix submitted to the Authority by the CLECs on April 1, 2004, is acceptable to BellSouth.

Thank you for your attention to this matter. Copies of the enclosed are being provided to counsel of record.

Very truly yours,


Guy M. Hicks

GMH.ch

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			<i>Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?</i>	prorated based upon the number of days that the UNEs, Combinations, and Other Services are in service.	should be prorated based upon the number of days that the UNEs, Combinations, and Other Services are in service after a minimum period of service has expired.
29	2-11	2.1.1	<i>This issue has been resolved.</i>		
30	2-12	2.1.1.1	<i>Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops?</i>	NO, the Agreement should not include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center, or base station do not constitute loops. Such a provision would be inconsistent with the FCC's Triennial Review Order.	Yes. By the FCC's definition, a loop terminates at the End User's customer premises, not a cell site, carrier's switch/premises, mobile switching center or base station.
31	2-13	2.1.1.2	<i>CLEC Issue Statement:</i> <i>Should the Agreement require CLEC to purchase the entire bandwidth of a Loop, even in cases where such purchase is not required by Applicable Law?</i> <i>BellSouth Issue Statement:</i> <i>Should BellSouth be required to unbundled the low frequency portion of the loop?</i>	NO, CLEC should not be required to purchase the entire bandwidth of a Loop in cases where Applicable Law permits line sharing, line splitting or the ability of a customer to retain BellSouth xDSL-based services while purchasing voice services from a CLEC using a UNE loop. <i>[Revised 4/1/04]</i>	No. CLEC should be required to purchase the entire bandwidth of a Loop. In paragraph 270 of the TRO, the FCC specifically denied an effort to separate the bandwidth into upper and lower bands. Moreover, this issue is not appropriate for arbitration in this proceeding because it involves a request by the CLECs that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act.

CERTIFICATE OF SERVICE

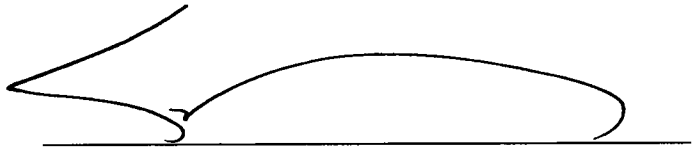
I hereby certify that on April 13, 2004, a copy of the foregoing document was served on the following, via the method indicated.

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A handwritten signature in black ink, appearing to read "John J. Heitmann", is written over a horizontal line.