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June 25, 2004

Sharla Dillon
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Tennessee Regulatory Authority
400 James Robertson Parkway
Nashville, TN 37243

RE Joint Petition for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended, Tennessee Regulatory Authority Docket No. 04-00046

Dear Sharla

Enclosed for filing are the original and 13 copies of the Revised Issues Matrix in the above-referenced matter.

The parties have agreed on a unified issues statement on all but four issues. Those issues are Item 5, Issue G-5, Item 6, Issue G-6, Item 9, Issue G-9, and Item 46, Issue 2-28

Thank you for your assistance Please contact me if you have any questions.

Sincerely,

Don

H. LaDon Baltimore

LDB/dcg
Enclosures
cc Guy Hicks, Esq
John Heitmann, Esq

KMC / NEWSOUTH / NUVOX / XSPEDIUS - BELLSOUTH ARBITRATION
JOINT PETITIONERS ISSUES/OPEN ITEMS MATRIX

Tennessee Regulatory Authority Docket No. 04-00046

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			GT&Cs (MAIN)		
1	G-1	1.6	*What should be the effective date of future rate impacting amendments?*	Future amendments incorporating Authority-approved rates should be effective as of the effective date of the Authority order, if an amendment is requested within 30 calendar days of that date. Otherwise, such amendments should be effective 10 calendar days after request.	Future amendments incorporating Authority-approved rates should be effective ten (10) calendar days after the date of the last signature executing the amendment.
2	G-2	1.7	*How should "End User" be defined?*	The term "End User" should be defined as "the customer of a Party".	The Parties have not discussed the definition for "End User" other than in the context of high-capacity EELs. Since the issue as stated by the CLECs and raised in the General Terms and Conditions of the Agreement has never been discussed by the Parties, the issue is not appropriate for arbitration. The term End User should be defined as it is customarily used in the industry; that is, the ultimate user of the telecommunications service.
3	G-3	10.2	*Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or*	YES, BellSouth should be financially liable for causing, failing to prevent, or contributing to unbillable or uncollectible CLEC revenue. A general provision complements the specific provisions contained in Attachments 3 and 7.	NO. The Parties have negotiated specific provisions in Attachments 3 and 7 addressing responsibility for billing records deficiencies. Therefore, this additional provision is unnecessary.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			contributing to unbillable or uncollectible CLEC revenue in addition to specific provisions set forth in Attachments 3 and 7?		
4	G-4	10.4.1	*What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct?*	In cases other than gross negligence and willful misconduct by the other party, or other specified exemptions as set forth in CLECs' proposed language, liability should be limited to an aggregate amount over the entire term equal to 7.5% of the aggregate fees, charges or other amounts paid or payable for any and all services provided or to be provided pursuant to the Agreement as of the day immediately preceding the date of assertion or filing of the applicable claim or suit. CLECs' proposal represents a hybrid between limitation of liability provisions typically found in commercial contracts between sophisticated buyers and sellers, in the absence of overwhelming market dominance by one party, and the effective elimination of liability provision proposed by BellSouth.	The industry standard limitation of liability should apply, which limits the liability of the provisioning party to a credit for the actual cost of the services or functions not performed or improperly performed.
5	G-5	10.4.2	***CLEC Issue Statement*** *To the extent that a Party does not or is unable to include specific limitation of liability terms in all of*	NO, Petitioners cannot limit BellSouth's liability in contractual arrangements wherein BellSouth is not a party. Moreover, Petitioners will not indemnify BellSouth in any suit based on BellSouth's failure to perform its obligations under this	If a CLEC elects not to limit its liability to its end users/customers in accordance with industry norms, the CLEC should bear the risk of loss arising from that business decision.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			its tariffs and End User contracts (past, present and future), should it be obligated to indemnify the other Party for liabilities not eliminated? ***BellSouth Issue Statement:*** *If the CLEC does not have in its contracts with end users and/or tariffs standard industry limitations of liability, who should bear the resulting risks?*	contract or to abide by applicable law. Finally, BellSouth should not be able to dictate the terms of service between Petitioners and their customers by, among other things, holding Petitioners liable for failing to mirror BellSouth's limitation of liability and indemnification provisions in CLEC's End User tariffs and/or contracts. To the extent that a CLEC does not, or is unable to, include specific elimination-of-liability terms in all of its tariffs and End User contracts (past, present and future), and provided that the non-inclusion of such terms is commercially reasonable in the particular circumstances, that CLEC should not be required to indemnify and reimburse BellSouth for that portion of the loss that would have been limited (as to the CLEC but not as to non-contracting parties such as BellSouth) had the CLEC included in its tariffs and contracts the elimination-of-liability terms that BellSouth was successful in including in its tariffs at the time of such loss.	
6	G-6	10.4.4	***CLEC Issue Statement:*** *Should the Agreement expressly state that liability for claims or suits for damages incurred by CLEC's (or BellSouth's) customers/End Users*	YES, such an express statement is needed because the limitation of liability terms in the Agreement should in no way be read so as to preclude damages that CLECs' customers incur as a foreseeable result BellSouth's performance of its obligations under the Agreement, including its	What damages constitute indirect, incidental or consequential damages is a matter of state law at the time of the claim and should not be dictated by a party to an agreement.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			resulting directly and in a reasonably foreseeable manner from BellSouth's (or CLEC's) performance of obligations set forth in the Agreement are not indirect, incidental or consequential damages? ***BellSouth Issue Statement.*** *How should indirect, incidental or consequential damages be defined for purposes of the Agreement?*	provisioning of UNEs and other services. Damages to customers that result directly, proximately, and in a reasonably foreseeable manner from BellSouth's (or a CLEC's) performance of obligations set forth in the Agreement that were not otherwise caused by, or are the result of, a CLEC's (or BellSouth's) failure to act at all relevant times in a commercially reasonable manner in compliance with such Party's duties of mitigation with respect to such damage should be considered direct and compensable under the Agreement for simple negligence or nonperformance purposes.	
7	G-7	10.5	*What should the indemnification obligations of the parties be under this Agreement?*	The Party providing service under the Agreement should be indemnified, defended and held harmless by the Party receiving services against any claim for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications. Additionally, customary provisions should be included to specify that the Party receiving services under the Agreement should be indemnified, defended and held harmless by the provider Party against any claims, loss or damage to the extent reasonably arising from: (1) the providing Party's failure to abide by	The Party receiving services should indemnify the party providing services from (1) any claim loss or damages from claims for libel, slander or invasion of privacy arising from the content of the receiving party's own communications, or (2) any claim, loss or damage claimed by the end user of the Party receiving services arising out of the Agreement.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				Applicable Law, or (2) injuries or damages arising out of or in connection with this Agreement to the extent cased by the provider Party's negligence, gross negligence or willful misconduct.	
8	G-8	11.1	*What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?*	Given the complexity of and variability in intellectual property law, this nine-state Agreement should simply state that no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by the Agreement and that a Party's use of the other Party's name, service mark and trademark should be in accordance with Applicable Law. The Authority should not attempt to prejudge intellectual property law issues, which at BellSouth's insistence, the Parties have agreed are best left to adjudication by courts of law (see, GTC, Sec. 11.5).	Except for factual references to the BellSouth name as necessary to respond to direct inquiries from customers or potential customers regarding the source of the underlying services or the identity of repair technicians, CLECs should not be entitled to use BellSouth's name, service mark, logo or trademark. CLECs may use the BellSouth name in comparative advertising so long as the reference is truthful and factual, and the BellSouth name appears in standard type, non-logo format.
9	G-9	13.1	***CLEC Issue Statement:*** *Should a court of law be included in the venues available for initial dispute resolution?* ***BellSouth Issue Statement*** *Under what circumstances should a party be allowed to take a dispute concerning the*	YES, either Party should be able to petition the Authority, the FCC or, if appropriate, a court of law for resolution of a dispute. No *legitimate dispute resolution venue should be foreclosed* to the Parties. The industry has experienced difficulties in achieving efficient regional dispute resolution. Moreover, there is an ongoing debate as to whether state commissions have jurisdiction to enforce agreements (CLECs do not dispute that authority) and as to whether the FCC will engage in such enforcement.	This Authority or the FCC should initially resolve disputes as to the interpretation of the Agreement or as to the proper implementation of the Agreement. A party should be entitled to seek judicial review of any ruling made by the Authority or the FCC concerning this Agreement, but should not be entitled to take such disputes to a Court of law without first exhausting its administrative remedies.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			interconnection agreement to a Court of law for resolution first?	There is no question that courts of law have jurisdiction to entertain such disputes (see GTC, Sec. 11.5); indeed, in certain instances, they may be better equipped to adjudicate a dispute and may provide a more efficient alternative to litigating before up to 9 different state commissions or to waiting for the FCC to decide whether it will or won't accept an enforcement role given the particular facts.	
10	G-10	17.4	***This issue has been resolved.***		
11	G-11	19, 19.1	***This issue has been resolved.***		
12	G-12	32.2	*Should the Agreement explicitly state that all existing state and federal laws, rules, regulations, and decisions apply unless otherwise specifically agreed to by the Parties?*	YES, nothing in the Agreement should be construed to limit a Party's rights or exempt a Party from obligations under Applicable Law, as defined in the Agreement, except in such cases where the Parties have explicitly agreed to a limitation or exemption. This is a basic legal tenet and is consistent with both federal and Georgia law (agreed to by the parties), and it should be explicitly stated in the Agreement in order to avoid unnecessary disputes and litigation that has plagued the Parties in the past.	No. This Agreement constitutes the contractual obligations of the Parties to each other and should not be subject to further negotiation subsequent to being fully negotiated and arbitrated.
13	G-13	32.3	*How should the Parties deal with non-negotiated deviations from the state Authority- approved rates in the rate sheets attached*	Any non-negotiated deviations from ordered rates should be corrected by retroactive true-up to the effective date of the Agreement within 30 calendar days of the date the error was identified by either Party.	Any non-negotiated deviations from ordered rates should be changed by amendment of the agreement upon discovery by a party and should be applied prospectively regardless of

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			to the Agreement?		whether the rate increases or decreases as a result of such amendment.
14	G-14	34.2	*Can either Party require, as a prerequisite to performance of its obligations under the Agreement, that the other Party adhere to any requirement other than those expressly stipulated in the Agreement or mandated by Applicable Law?*	NO, the Parties should not be permitted to hold performance hostage to terms not included in the Agreement and not mandated by Applicable Law. More specifically, neither Party should, as a condition or prerequisite to such Party's performance of its obligations under the Agreement, impose or insist upon the other Party's (or any of its End Users') adherence to any requirement or obligation other than as expressly stipulated in this Agreement or as otherwise mandated by Applicable Law.	YES. Under certain limited circumstances, each Party should be able to require actions by the other Party that are not strictly required by the Agreement. The Joint Petitioners' language may prohibit BellSouth from abiding by its tariffs or may require BellSouth to comply with the express terms of the Agreement even if doing so would be unsafe, violate an Authority Rule, or result in civil liability. Further, the Joint Petitioners' language is unnecessary because the Joint Petitioners can seek enforcement of specific provisions of the Agreement that it contends BellSouth has refused to comply with or otherwise breached.
15	G-15	45.2	*If BellSouth changes a provision of one or more of its Guides that would cause CLEC to incur a material cost or expense to implement the change, should the CLEC notify BellSouth, in writing, if it does not agree to the change?*	NO, if the contemplated change to one or more of BellSouth's Guides would cause CLEC to incur a material cost or expense to implement the change, BellSouth and CLEC should negotiate an amendment to the Agreement to incorporate such change.	YES. BellSouth's Guides apply to all CLEC's equally and are not frozen in time. CLECs should not have veto power over BellSouth's processes that affect the entire CLEC industry. If BellSouth allows a CLEC the right to opt out of the requirements of a Guide, the CLEC should notify BellSouth of its decision to do so, and such decision shall not impact BellSouth's ability to implement a Guides change.
16	G-16	45.3	*If a tariff is referenced in*	When Petitioners order something under the	If a service is purchased pursuant to a

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			the Agreement, what effect should subsequent changes to the tariff have on the Agreement?	Agreement, they are not ordering a tariffed service, even if a tariff reference has been included in the Agreement for convenience. Petitioners have agreed to incorporate various tariff references proposed by BellSouth only subject to the condition that, to the extent that tariff changes are inconsistent with the provisions of the Agreement, or are unreasonable or discriminatory, they should not supersede or become incorporated into the Agreement. Petitioners are unwilling to agree to reference future tariff provisions which they have no way of reviewing at this point without such protection. Without this condition, Petitioners will insist that all tariff references in the Agreement be replaced with language included directly in the Agreement and subject to change only by mutual agreement to amend the provisions.	tariff that is referenced in the Agreement, the terms of that tariff at the time of the purchase should apply. This Authority already has procedures in place pursuant to which BellSouth may revise its tariffs, and pursuant to which a CLEC, or any other party, may object to such revisions. There should be no requirement that tariff revisions that occur after the Agreement becomes effective be incorporated into the Agreement via negotiation and execution of an amendment.
RESALE (ATTACHMENT 1)					
17	1-1	3.19	***This issue has been resolved***		
18	1-2	11.6.6	***This issue has been resolved.***		
NETWORK ELEMENTS (ATTACHMENT 2)					
19	2-1	1.1	***This issue has been resolved.***		
20	2-2	1.2	***This issue has been resolved.***		

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
21	2-3	1.4.2	***This issue has been resolved.***		
22	2-4	1.4.3	*(A)* ***This issue has been resolved.*** *(B) In the event of such conversion, what rates should apply?*	(B) For a conversion of a UNE or Combination (or part thereof) to Other Services or tariffed BellSouth access services, the non-recurring charges should be as set forth in Exhibit A of Attachment 2 or the relevant tariff, as appropriate. In addition, such charges should be commensurate with the work required to effectuate the conversion (cross connect only, billing change/records update only, etc.).	(B) There should be no charge for the conversion.
23	2-5	1.5	*(A) In the event UNEs or Combinations are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, which Party should bear the obligation of identifying those service arrangements?* *(B) What recourse may BellSouth take if CLEC does not submit a rearrange or disconnect order within 30 days?* *(C) What rates, terms and*	(A) In the event UNEs or Combinations are no longer offered pursuant to, or are not in compliance with, the terms set forth in the Agreement, it should be BellSouth's obligation to identify the specific service arrangements that it insists be transitioned to other services pursuant to Attachment 2. (B) If CLEC does not submit a rearrange or disconnect order within 30 days, BellSouth may disconnect such arrangements or services without further notice, provided that CLEC has not notified BellSouth of a dispute regarding the identification of specific service arrangements as being no longer offered pursuant to, or are not in compliance with, the terms set forth in the Agreement.	(A) In the even UNEs or Combinations are no longer offered pursuant to, or are not in compliance with, the terms set forth in the Agreement, it should be CLEC's obligation to identify the specific service arrangements that must be transitioned to other services pursuant to Attachment 2. CLEC should be responsible for ensuring it is not violating the agreement. (B) If orders to rearrange or disconnect those arrangements or services are not received by the later of January 1, 2005, or within thirty (30) calendar days after the Effective Date of this Agreement, BellSouth may disconnect those arrangements or services without further

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?	(C) For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the Agreement, non-recurring charges for the applicable UNE or cross connect from Exhibit A of Attachment 2 should apply. Disconnect charges should not apply to services that are being physically rearranged or re-terminated.	notice. (C) For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the applicable UNE(s) from Exhibit A of this Attachment will apply. To the extent re-termination or other physical rearrangement is required in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply. Applicable disconnect charges will apply to a UNE/Combination that is rearranged or disconnected.
24	2-6	1.5.1	***This issue has been resolved.***		
25	2-7	1.6.1	*What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C F.R § 51 319(a)(8) and (e)(5)?*	If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth should perform such Routine Network Modifications at no additional charge and within its standard provisioning intervals. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth	BellSouth will perform Routine Network Modifications in accordance with FCC 47 C.F.R. 51.319(a)(8) and (e)(5). Except to the extent expressly provided otherwise in Attachment 2, if BellSouth has anticipated such Routine Network Modifications and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of Attachment 2, then

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				in Exhibit A of Attachment 2, then BellSouth should notify CLEC of the required Routine Network Modification and should request that CLEC submit a Service Inquiry to have the work performed. Each *unique* request should be handled as a project on an individual case basis. BellSouth should provide a TELRIC-compliant price quote for the request, and upon receipt of a firm order from CLEC, BellSouth should perform the Routine Network Modification within a reasonable and nondiscriminatory interval.	BellSouth shall perform such Routine Network Modifications at no additional charge. Routine Network Modifications shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such Routine Network Modifications were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a Routine Network Modification and has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of Attachment 2, then CLEC must pay for the cost to have the work performed. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment from CLEC, BellSouth shall perform the Routine Network Modification.
26	2-8	1.7	*Should BellSouth be required to commingle UNEs or Combinations with any service, network element or other offering that it is obligated to make available pursuant to Section 271 of the Act?*	YES, BellSouth should be required to "commingle" UNEs or Combinations with any service, network element, or other offering that it is obligated to make available pursuant to Section 271 of the Act.	No, consistent with the FCC's errata to the Triennial Review Order, there is no requirement to commingle UNEs or combinations with services, network elements or other offerings made available only under Section 271 of the Act.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
27	2-9	1.8.3	*When multiplexing equipment is attached to a commingled circuit, should the multiplexing equipment be billed per the jurisdictional authorization (Agreement or tariff) of the lower or higher bandwidth service?*	When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment should be billed from the same jurisdictional authorization (Agreement or tariff) as the lower bandwidth service. If the commingled circuit involves multiple segments at the same bandwidth, the multiplexing should be billed from the jurisdiction of the loop.	When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment should be billed from the same jurisdictional authorization (Agreement or tariff) as the higher bandwidth service. The central office Channel Interface should be billed from the same jurisdictional authorization as the lower-level jurisdiction.
28	2-10	1.9.4	***This issue has been resolved.***		
29	2-11	2.1.1	***This issue has been resolved.***		
30	2-12	2.1.1.1	*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?*	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	*Should the Agreement require CLEC to purchase the entire bandwidth of a Loop in all situations?*	NO, Petitioners 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 serves from a CLEC using a UNE loop.	Yes. 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

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
					by the CLECs that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act.
32	2-14	2.1.2, 2.1.2.1, 2.1.2.2	***This issue has been resolved.***		
33	2-15	2.2.3	*Is unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?*	NO, the unbundling relief provided under FCC Rule 319(a)(3) is only applicable to Fiber-to-the-Home Loops deployed on or after October 2, 2003 (the effective date of the FCC's Triennial Review Order).	Yes, the FCC found in the TRO that for Fiber-to-the-Home (FTTH) there is no impairment on a national basis and did not make this decision contingent upon a deployment date. The FCC's TRO findings regarding FTTH were affirmed by the D.C. Circuit.
34	2-16	2.3.3	***This issue has been resolved.***		
35	2-17	2.4.3, 2.4.4	*(A) What rates should apply to testing and dispatch performed by BellSouth in response to a CLEC trouble report when no trouble is ultimately found to exist?* *(B) What rate should apply when BellSouth is required to dispatch to an end user location more than once due to incorrect or incomplete information?*	(A) TELRIC-compliant rates to be approved by the Authority and incorporated in Exhibit A of Attachment 2 should apply to testing and dispatch performed by BellSouth in response to a CLEC trouble report and in order to confirm the working status of a UNE Loop regardless of whether the testing ultimately reveals a trouble on the Loop. (B) TELRIC-compliant rates to be approved by the Authority and incorporated in Exhibit A of Attachment 2 should apply to testing and dispatch performed by BellSouth in response to a CLEC trouble report and in order to confirm the working status of a	(A) Because the trouble was not found to be on BellSouth's network, the trouble determination charge from the applicable tariff should apply. (B) Because multiple dispatches were required because of incorrect or incomplete information by the CLEC, the trouble determination charge from the applicable tariff should apply.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				UNE Loop.	
36	2-18	2.12.1	*(A) How should line conditioning be defined in the Agreement?* *(B) What should BellSouth's obligations be with respect to line conditioning?*	(A) Line Conditioning should be defined in the Agreement as set forth in FCC Rule 47 CFR 51.319 (a)(1)(iii)(A). (B) BellSouth should perform line conditioning in accordance with FCC Rule 47 C.F.R. 51.319(a)(1)(iii).	(A) Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. (B) BellSouth should perform line conditioning functions as defined in 47 C.F.R. 51.319(a)(1)(iii) to the extent the function is a routine network modification that BellSouth regularly undertakes to provide xDSL to its own customers.
37	2-19	2.12.2	*Should the Agreement contain specific provisions limiting the availability of load coil removal to copper loops of 18,000 feet or less?*	NO, the agreement should not contain specific provisions limiting the availability of Line Conditioning (in this case, load coil removal) to copper loops of 18,000 feet or less in length.	Yes, current industry technical standards require the placement of load coils on copper loops greater than 18,000 feet in length to support voice service and BellSouth does not remove them for BellSouth retail end users on copper loops of over 18,000 feet in length; therefore, such a modification would not constitute a routine network modification and is not required by the FCC.
38	2-20	2.12.3, 2.12.4	*Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?*	Any copper loop being ordered by CLEC which has over 6,000 feet of combined bridged tap will be modified, upon request from CLEC, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no	For any copper loop being ordered by CLEC which has over 6,000 feet of combined bridged tap will be modified, upon request from CLEC, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				additional charge to CLEC. Line conditioning orders that require the removal of other bridged tap should be performed at the rates set forth in Exhibit A of Attachment 2.	be performed at no additional charge to CLEC. Line conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined level of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment. CLEC may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process contained in BellSouth's FCC No. 2 as mutually agreed to by the Parties. BellSouth is only required to perform line conditioning that it performs for its own xDSL customers and is not required to create a superior network for CLECs. 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.
39	2-21	2.12.6	***This issue has been resolved.***		
40	2-22	2.14.3.1.1	***This issue has been resolved.***		

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
41	2-23	2.16.2.3.2	***Issues 41(A), 41(B), 41(D) and 41(E) have been resolved.*** *(C) Under what circumstances, if any, should BellSouth be required to install new network terminating wire (UNTW) for the use of the CLEC? (2 16 2 3 2)*	(C) To the extent BellSouth would install new or additional UNTW beyond existing UNTW upon request from one of its own End Users, or is otherwise required to do so in order to comply with FCC or Authority rules and orders, BellSouth should be obligated to provide access to such new or additional UNTW beyond existing UNTW.	(C) No. Pursuant to applicable FCC rules, BellSouth is not obligated to build a network for CLECs and the installation of new UNTW for a CLEC constitutes creation of a CLEC network.
42	2-24	2.17.3.5	***This issue has been resolved.***		
43	2-25	2.18.1.4	*Under what circumstances should BellSouth be required to provide CLEC with Loop Makeup information on a facility used or controlled by a carrier other than BellSouth?*	BellSouth should provide CLEC Loop Makeup information on a particular loop upon request by a Petitioner. Such access should not be contingent upon receipt of an LOA from a third party carrier.	Consistent with the policy crafted by the CLECs in the Shared Loop Collaborative, in conjunction with the CCP, BellSouth should provide CLEC Loop Makeup information on a facility used or controlled by another CLEC only upon receipt of an LOA authorizing the release of that information from the CLEC using the facility.
44	2-26	3.6.5	***This issue has been resolved.***		
45	2-27	3.10.3	*What should be CLEC's indemnification obligations under a line splitting arrangement?*	If a CLEC is purchasing line splitting, and it is not the data provider, the CLEC is willing to indemnify, defend and hold harmless BellSouth from and against any claims,	If CLEC is not the data provider, CLEC shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				losses, actions, causes of action, suits, demands, damages, injury, and costs (including reasonable attorney fees) reasonably arising or resulting from the actions taken by the data provider in connection with the line splitting arrangement, except to the extent caused by BellSouth's negligence, gross negligence or willful misconduct.	action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the data provider.
46	2-28	3.10.4	***CLEC Issue Statement.*** *(A) May BellSouth refuse to provide DSL services to CLEC's customers absent an Authority order establishing a right for it to do so?* *(B) Should CLEC be entitled to incorporate into the Agreement, for the term of this Agreement, rates, terms and conditions that are no less favorable in any respect, than the rates terms and conditions that BellSouth has with any third party that would enable CLEC to serve a customer via a UNE loop that may also be used by BellSouth for the provision of DSL services to the same*	(A) NO, in cases where a Petitioner purchases UNEs from BellSouth, BellSouth should not be permitted to refuse to provide DSL transport or DSL services (of any kind) to the Petitioner and its End Users, unless BellSouth has been expressly permitted to do so by the Authority. (B) YES, where BellSouth provides DSL transport/services to a CLEC and its End Users, BellSouth should be required to do the same for Petitioners without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity.	This issue (including all subparts) 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. (A) No. BellSouth should not be required to provide DSL transport or DSL services over UNEs to CLEC and its End Users as BellSouth's DSLAMs are not subject to unbundling. The FCC specifically stated in paragraph 288 of the TRO that they would "not require incumbent LECs to provide unbundled access to any electronics or other equipment used to transmit packetized information." Additionally, in the DeltaCom arbitration, the TRA recently determined that BellSouth is not obligated to provide its DSL service when a CLEC is the voice provider.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			customer? ***BellSouth Issue Statement:*** *Should the CLEC be permitted to incorporate the Fast Access language from the FDN and/or Supra interconnection agreements, respectively docket numbers 010098-TP and 001305-TP, for the term of this Agreement?*		(B) If BellSouth elects to offer these services to CLEC, they should be offered pursuant to a separately negotiated commercial agreement between the parties or a tariff, and should not be subject to arbitration in this proceeding as they are not services required pursuant to Section 251 of the Act.
47	2-29	4.2.2	***This issue has been resolved.***		
48	2-30	4.5.5	***This issue has been resolved.***		
49	2-31	5.2.4	***This issue has been resolved.***		
50	2-32	5.2.5.2.1, 5.2.5.2.3, 5.2.5.2.4, 5.2.5.2.4, 5.2.5.2.7	*How should the term "customer" as used in the FCC's EEL eligibility criteria rule be defined?*	The *USTA II* decision did not vacate the FCC's EEL eligibility criteria rule. The high capacity EEL eligibility criteria should be consistent with those set forth in the FCC's rules and should use the term "customer", as used in the FCC's rules. The term "customer" should not be defined in a manner that limits Petitioners' access to EELs, as BellSouth proposes. The FCC did not limit its term "customer" to the restrictive definition of End User sought by	In light of the D.C. Circuit's vacatur of certain FCC unbundling rules that were established in the TRO, this issue is no longer appropriate for arbitration. Assuming such rules were not vacated, BellSouth position would be as follows: The term "customer" as used in the FCC's EEL eligibility criteria should be defined as the end user of an EEL. The high capacity EEL eligibility criteria apply only to End User circuits since a

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				BellSouth. Use of the term "End User" as defined by BellSouth may result in a deviation from the FCC rules to which CLECs are unwilling to agree.	loop is a component of the EEL and the FCC definition of a loop requires that it terminate to an "end-user" customer premises.
51	2-33	5.2.6, 5.2.6.1, 5.2.6.2, 5.2.6.2.1, 5.2.6.2.3	*(A) How often, and under what circumstances, should BellSouth be able to audit CLEC's records to verify compliance with the high capacity EEL service eligibility criteria?* *(B) Should there be a notice requirement for BellSouth to conduct an audit and what should the notice include?* *(C) Who should conduct the audit and how should the audit be performed?*	The *USTA II* decision did not vacate the FCC's EEL eligibility criteria rule. (A) BellSouth may, no more frequently than on an annual basis, and only based upon cause, conduct a limited audit of CLEC's records in order to verify compliance with the high capacity EEL service eligibility criteria. (B) YES, to invoke its limited right to audit CLEC's records in order to verify compliance with the high capacity EEL service eligibility criteria, BellSouth should send a Notice of Audit to CLEC, identifying the particular circuits for which BellSouth alleges non-compliance and the cause upon which BellSouth rests its allegations. The Notice of Audit should also include all supporting documentation upon which BellSouth establishes the cause that forms the basis of BellSouth's allegations of noncompliance. Such Notice of Audit should be delivered to CLEC with all supporting documentation no less than thirty (30) days prior to the date upon which BellSouth seeks to commence an audit.	In light of the D.C. Circuit's vacatur of certain FCC unbundling rules that were established in the TRO, this issue is no longer appropriate for arbitration. Assuming such rules were not vacated, BellSouth position would be as follows: A) BellSouth may, on an annual basis, audit in order to verify compliance with the qualifying service eligibility criteria. (B) No, a notice requirement is not required by the FCC's TRO. (C) The audit shall be conducted by an independent auditor, and the auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). The auditor will perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC has complied in all material respects with the applicable service eligibility criteria.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				(C) The audit should be conducted by a third party independent auditor mutually agreed-upon by the Parties and retained and paid for by BellSouth. The audit should commence at a mutually agreeable location (or locations) no sooner than thirty (30) days after the parties have reached agreement on the auditor. In addition, the audit should be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the high capacity EEL eligibility criteria. AICPA standards and other requirements related to determining the independence of an auditor will govern the audit of requesting carrier compliance. The concept of materiality should govern this audit; the independent auditor's report should conclude whether or the extent to which CLEC complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits should require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.	Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
52	2-34	5.2.6.2.3	*Under what circumstances should CLEC be required to reimburse BellSouth for the cost of the independent auditor?*	The *USTA II* decision did not vacate the FCC's EEL eligibility criteria rule. As expressly set forth in the FCC's Triennial Review Order, in the event the auditor's report concludes that CLEC did not comply in all material respects with the service eligibility criteria, CLEC shall reimburse BellSouth for the cost of the independent auditor.	In light of the D.C. Circuit's vacatur of certain FCC unbundling rules that were established in the TRO, this issue is no longer appropriate for arbitration. Assuming such rules were not vacated, BellSouth position would be as follows: As expressly set forth in the FCC's Triennial Review Order, in the event the auditor's report concludes that CLEC failed to comply in all material respects with the service eligibility criteria (meaning that CLEC must have complied with each and every one of the service eligibility criteria and actually be entitled to the EEL), CLEC shall reimburse BellSouth for the cost of the independent auditor.
53	2-35	6.1.1	***This issue has been resolved.***		
54	2-36	6.1.1.1	***This issue has been resolved.***		
55	2-37	6.4.2	*What terms should govern CLEC access to test and splice Dark Fiber Transport?*	The *USTA II* decision did not eliminate BellSouth's obligation to provide access to dark fiber UNEs under Section 251(c)(3) of the 1996 Act. CLEC should be able to splice and test Dark Fiber Transport obtained from BellSouth at any technically feasible point, using CLEC or CLEC-designated personnel. BellSouth	In light of the D.C. Circuit's vacatur of certain FCC unbundling rules that were established in the TRO, this issue is no longer appropriate for arbitration. Assuming such rules were not vacated, BellSouth position would be as follows BellSouth shall provide appropriate interfaces to allow testing of Dark Fiber.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				must provide appropriate interfaces to allow splicing and testing of Dark Fiber.	The FCC in its TRO has defined splicing of cable as a routine network modification that is required to be performed by BellSouth, not the CLEC. Subsequent to CLEC acceptance of Dark Fiber, BellSouth should allow the CLEC access to the Dark Fiber at its end points for testing. If a Dark Fiber trouble occurs thereafter, the CLEC should report the trouble to BellSouth and BellSouth will isolate and correct the trouble.
56	2-38	7.2, 7.3	*Should BellSouth's obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching?*	The *USTA II* decision did not vacate the Act or provisions of the FCC's rules regarding interconnection. NO, BellSouth's Section 251(c)(2) obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates should not be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching.	In light of the D.C. Circuit's vacatur of certain FCC unbundling rules that were established in the TRO, this issue is no longer appropriate for arbitration. Assuming such rules were not vacated, BellSouth position would be as follows: Yes. The FCC in its TRO clearly stated that this should be the case in that "competitive LECs are no longer impaired without access to the incumbent LECs' signaling network as a UNE."
57	2-39	7.4	*(A) Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, including cases that*	(A) YES, the Parties should be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider.	This issue (including all subparts) 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.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			would require the party providing the information to query a third party database provider? *(B) If so, which party should bear the cost?*	(B) Each Party should bear its own costs associated with dipping CNAM providers.	(A) BellSouth is only legally obligated to provide access to its CNAM database as required by the FCC. There is no legal obligation on either Party's part to query other such databases. (B) If BellSouth elects to perform this function for the CLECs, it should be pursuant to separately negotiated rates, terms and conditions and is not appropriately raised as an issue in a Section 251 arbitration.
58	2-40	9.3.5	*Should LIDB charges be subject to application of jurisdictional factors?*	NO, LIDB charges should not be subject to application of jurisdictional factors.	Yes. Access to LIDB "supports carrier provision of such services as Originating Line Number Screening, Calling Card Validation, Billing Number Screening, Calling Card Fraud and Public Telephone Check. These services are provided in conjunction with local exchange, toll and other telecommunications services." (Footnote 1692 TRO). Only through jurisdictional factors would the proper rates be applied to the various call volumes.
59	2-41	14.1	***This issue has been resolved.***		
INTERCONNECTION (ATTACHMENT 3)					
60	3-1	3.3.4 (KMC,	***This issue has been resolved.***		

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
		NSC, NVX) 3.3.3 XSP)			
61	3-2	9.6 (KMC), 9.6 (NSC), 9.6 (NVX, XSP)	*(A) What is the definition of a global outage?* *(B) Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60 day period, a written root cause analysis report?* *(C)(1) What target interval should apply for the delivery of such reports?* *(C) (2) What target interval should apply for reports related to global outages?*	(A) Global outages include outages that impact an entire market or all traffic between two carriers or an entire trunk group. (B) YES, upon request, BellSouth should provide a written root cause analysis report for all global outages, and for any trunk group outage that has occurred 3 or more times in a 60 day period. (C)(1) BellSouth should use best efforts to provide global outage and trunk group outage root cause analysis reports within five (5) business days of request. (C)(2) BellSouth should use best efforts to provide global outage and trunk group outage root cause analysis reports within five (5) business days of request.	(A) BellSouth's definition of global outage is a customer-impacting outage for an entire trunk group. (B) BellSouth should provide a written root cause analysis for global outages, but not for other outages. (C)(1) No reports should be required for outages other than global outages. (C)(2) The target interval for root cause analysis on global outages should be 10-30 days.
62	3-3	10.7.4 (NSC), 10.7.4 (NVX), 10.12.4 (XSP)	*What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access*	In the event that either Party fails to provide accurate and detailed switched access usage data to the other Party *within 90 days* after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide	In the event that either Party was provided the accurate switched access detailed usage data in a manner that allowed that Party to generate and provide such data to the other Party in a reasonable timeframe and the other

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			revenues?	such data within said time period, then the Party failing to send the specified data should be liable to the other Party in an amount equal to the unbillable or uncollectible revenues.	Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the sending Party shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues.
63	3-4	10.10.6 (KMC), 10.8.6 (NSC), 10.8.6 (NVX), 10.13.5 (XSP)	*Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/CLEC originated traffic?*	In the event that a terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by CLEC, CLEC should reimburse BellSouth for all charges paid by BellSouth, which BellSouth is contractually obligated to pay. BellSouth should diligently review, dispute and pay such third party invoices (or equivalent) in a manner that is at parity with its own practices for reviewing, disputing and paying such invoices (or equivalent) when no similar reimbursement provision applies.	In the event that a terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by CLEC, CLEC should reimburse BellSouth for all charges paid by BellSouth.
64	3-5	10.7.4.2 (KMC), 10.5.5.2 (NSC), 10.5.6.2 (NVX) 10.10.6	*While a dispute over jurisdictional factors is pending, what factors should apply in the interim?*	While such a dispute over jurisdiction factors is pending, factors reported by the originating Party should remain in place, unless the Parties mutually agree otherwise.	No, in the event that negotiations and audits fail to resolve disputes between the Parties regarding the appropriate factor, either Party may seek Dispute Resolution as set forth in the General Terms and Conditions. While such a dispute is pending, factors calculated by

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
		(XSP)			the terminating Party should be utilized, unless the Parties mutually agree otherwise.
65	3-6	10.10. 1 (KMC), 10.8.1 (NSC) 10.13 (XSP)	*Should BellSouth be allowed to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?*	NO, BellSouth should not be permitted to impose upon CLEC a Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic. The TIC is a non-TELRIC based additive charge which exploits BellSouth's market power and is discriminatory.	Yes, BellSouth is not obligated to provide the transit function and the CLEC has the right pursuant to the Act to request direct interconnection to other carriers. Additionally, BellSouth incurs costs beyond those for which the Authority ordered rates were designed to address, such as the costs of sending records to the CLECs identifying the originating carrier. BellSouth does not charge the CLEC for these records and does not recover those costs in any other form. 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.
66	3-7	10.1 (KMC),10 .1 (XSP)	***This issue has been resolved.***		
67	3-8	10.2, 10.3 (XSP)	*Should compensation for the transport and termination of ISP-bound Traffic be subject to a cap?*	NO, compensation caps set in the FCC's remanded ISP Order on Remand do not extend beyond 2003. However, to the extent that CLECs have negotiated a compensation cap for ISP-Bound Traffic, the issue then becomes how such caps will be combined in the event of a merger or	Yes, pursuant to the FCC's ISP Order on Remand, the compensation regime including rate and growth caps shall remain in place until the FCC issues a subsequent order.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				asset acquisition. Xspedius' position is that in the event of a merger or asset acquisition, such compensation caps should be combined and should accrue to the combined entity. In the event that one entity is not subject to a compensation cap, the Parties should negotiate with respect to what compensation cap, if any, will apply to the new entity.	
68	3-9	2.1.12 (XSP)	***This issue has been resolved.***		
69	3-10	3.2 (XSP), Ex. A (XSP)	***This issue has been resolved.***		
70	3-11	3.3.1, 3.3.2, 3.4.5, 10.10.2 (XSP)	***This issue has been resolved.***		
71	3-12	4.5 (XSP)	***This issue has been resolved.***		
72	3-13	4.6 (XSP)	***This issue has been resolved.***		
73	3-14	10.10.4, 10.10.5, 10.10.6, 10.10.7 (XSP)	*Under what conditions should CLEC be permitted to bill BellSouth based on actual traffic measurements, in lieu of BellSouth-reported jurisdictional factors?*	Where a CLEC has message recording technology that identifies the jurisdiction of traffic terminated as defined in the Agreement, CLEC should have the option of using that information to bill BellSouth based upon actual measurements and jurisdictionalization, in lieu of factors reported by BellSouth.	CLEC may have the option to bill BellSouth based on its own actual traffic measurements for services that the CLEC has valid authorization to bill BellSouth in the form of tariffs, interconnection agreements or other contractual Authority. Prior to the CLEC implementing billing based on its

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
					own traffic measurements, however, the CLEC and BellSouth will mutually agree that the traffic measurement system employed by the CLEC, or at the direction of the CLEC, accurately measures traffic and assigns the correct jurisdiction in accordance with the Agreement and applicable underlying FCC rules. BellSouth shall have, at its option, the right to audit the CLEC measurement system periodically.
COLLOCATION (ATTACHMENT 4)					
74	4-1	3.9	*What definition of "Cross Connect" should be included in the Agreement?*	The following definition of "Cross Connect" should be included in the Agreement: "A cross-connection (Cross Connect) is a cabling scheme between cabling runs subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as defined and described by the FCC in its applicable rules and orders."	(A) The following definition of "Cross Connect" should be included in the Agreement: "A cross connect is a jumper on a frame (Main Distribution or Intermediate Distribution) or panel (DSX or LGX) that is used to connect equipment and/or facility terminations together." (B) BellSouth does not agree with the additional language that CLEC proposes because the cross connect required for the provision of a particular service, not associated with a collocation arrangement, may not be included in the cost of the service, but may have to be ordered in addition to the service requested.
75	4-2	5.21.1,	*In circumstances not*	Provisions should be included to cover the	Provisions should be included in this

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
		5.21.2	*covered by the scope of the FCC Rule 51 233 (which relates to Advanced Services equipment) what restrictions should apply to the CLEC's use of collocation space or collocated equipment/facilities when such use impacts others?*	installation and operation of any equipment or services that (1) significantly degrades ("significantly degrades" is as in the FCC rule applicable to Advanced Services); (2) endangers or damages the equipment or facilities of any other telecommunications carrier collocated in the Premises; or (3) knowingly and unlawfully compromises the privacy of communications routed through the Premises; and (4) creates an unreasonable risk of injury or death to any individual or to the public. The Agreement also should provide that if BellSouth reasonably determines that any equipment or facilities of a Petitioner violates the provisions of Section 5.21, BellSouth should provide written notice to the Petitioner requesting that the Petitioner cure the violation within forty-eight (48) hours of actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. The Agreement also should state that, with the exception of instances which pose an immediate and substantial threat of physical damage to property or injury or death to any person, disputes regarding the source of the	Agreement to cover the installation and operation of any equipment, facilities or services that (1) significantly degrades (defined as an action that noticeably impairs a service from a user's perspective), interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; (3) compromises the privacy of any communications routed through the Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public. The Agreement should also provide that if BellSouth reasonably determines that any equipment or facilities of the CLEC violates the provisions of Section 5.21.1, BellSouth should provide written notice to the CLEC directing that the CLEC cure the violation within forty-eight (48) hours of CLEC's actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				risk, impairment, interference, or degradation should be resolved pursuant to the Dispute Resolution provisions set forth in the General Terms and Conditions.	The Agreement should provide that either party may submit any disputes regarding the source of the risk, impairment, interference, or degradation to the Authority, except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if the CLEC fails to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service. In regard to the above exception, BellSouth should be permitted to take such action as it deems necessary to eliminate any immediate or substantial threat, including, without limitation, the interruption of electrical power to the CLEC's equipment which BellSouth has determined beyond a reasonable doubt is the cause of such threat.
76	4-3	8.1, 8.6	*To the extent the CLECs paid for space preparation*	When a CLEC previously has paid for space preparation and power on a non-recurring	When rates have been "grandfathered," the rates that would apply are those rates

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			and power on a non-recurring basis, how should those payments be accounted for in light of the current collocation rate structure?	basis, that CLEC should not have to pay rates established under the current rate structure which folds these formerly non-recurring charge elements into monthly recurring charges. The rates that should apply to those collocations provisioned under the old rate structure should be those rates that were in effect prior to the Effective Date of the Agreement, unless such rates included recovery for space preparation and power already paid for by a CLEC via non-recurring charges of one form or another. In that case, the Authority should derive, from its current rate, a TELRIC compliant rate that does not include recovery for space preparation and power infrastructure.	that were in effect prior to the Effective Date of the Agreement or as otherwise specified within the Agreement. There should be no other exceptions allowed for the application of "grandfathered" rates.
77	4-4	8.4	*When should BellSouth commence billing of recurring charges for power?*	Unless the power usage metering option is selected for the particular collocation, billing for recurring charges for power provided by BellSouth should commence on the date upon which the primary and redundant connections from the Petitioner's equipment in the Collocation Space to the BellSouth power board or Battery Distribution Fuse Bays ("BDFB") are installed.	If the CLEC has met the applicable fifteen (15) calendar day walkthrough interval specified in Section 4.3 of the Agreement, billing for recurring power charges should commence upon the Space Acceptance Date. If the CLEC fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval, billing for recurring power charges should commence on the Space Ready Date. If the CLEC occupies the space prior to the Space Ready Date, then the date the CLEC occupies the space should be deemed the new Space Acceptance Date

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
					and billing for recurring power charges should begin on that date.
78	4-5	8.6	***This issue has been resolved.***		
79	4-6	8.11, 8.11.1, 8.11.2	*What rates should apply for BellSouth-supplied DC power?*	Applicable rates should vary depending on whether CLEC elects to be billed on a "fused amp" basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method, or on a "used amp" basis, by electing to convert collocations to (or install new collocations or augments under) the power usage metering option set forth in Section 9 of Attachment 4. Under either billing method, there will be rates applicable to grandfathered collocations for which power plant infrastructure costs have been prepaid under an ICB pricing or non-recurring charge arrangement, and there will be rates applicable where such grandfathering does not apply and power plant infrastructure is instead recovered via recurring charges, as currently set by the Authority. Under the fused amp billing option, CLEC will be billed at the Authority's most recently approved fused amp recurring rate for DC power. However, if certain arrangements are grandfathered as a result	For all states except Tennessee, recurring charges for -48V DC power should be assessed on a "per fused amp" basis, based upon the CLEC's BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. In Tennessee, the CLEC should be permitted to choose to be billed on a "per fused amp" basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method that BellSouth uses for all of the other states (including Tennessee), or on a "per used amp" basis, by electing to convert collocations to (or install new collocations or augments under) the Tennessee power usage metering option set forth in the Agreement. Under either the "per fused amp" billing methodology, which applies for all states, or the "per used amp" billing option, which applies to Tennessee only, there will be rates applicable to grandfathered collocations for which power plant infrastructure costs have been prepaid under an ICB pricing or

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				of CLEC having paid installation costs under an ICB or non-recurring rate schedule for the collocation arrangement power installation, CLEC should only be billed the recurring rate for the DC power in effect prior to the Effective Date of this Agreement, or, if rates that excluded the infrastructure component had not been incorporated into the Parties' most recent Agreement, the most recent Authority approved rate that does not include an infrastructure component should apply. Under the power usage metering option, recurring charges for DC power are subdivided into a power infrastructure component and an AC usage component (based on DC amps consumed). It is my understanding based on representations made by BellSouth that these rates already have been set by the Authority. However, if certain arrangements are grandfathered as a result of the Petitioner having paid installation costs under an ICB or non-recurring rate schedule for the collocation arrangement power installation, the Petitioner should only be billed a recurring rate for the AC usage based on the most recent Authority approved rate.	non-recurring charge arrangement and there will be rates applicable where such grandfathering does not apply and power plant infrastructure is instead recovered via recurring charges Under the fused amp billing option, which is applicable to all states, the CLEC should be billed at the Authority's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of the CLEC having provided documentation to BellSouth demonstrating that the CLEC paid installation costs under an ICB or non-recurring rate structure for the collocation arrangement power installation, then the CLEC should only be billed the monthly recurring rate for the DC power in effect prior to the Effective Date of the Agreement, or, if such grandfathered rates had not been incorporated in to the Parties' most recent Agreement, the rates contained in Exhibit B of the Attachment, which reflect only that portion of the monthly recurring charges associated with the AC usage and ongoing maintenance, replacement and upgrades to the central

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
					office power infrastructure, which will directly benefit the CLEC in the future. In Tennessee, under the power usage metering option, recurring charges for DC power will be subdivided into a power infrastructure component and an AC usage component (based on DC amps consumed). However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of the CLEC having provided documentation to BellSouth demonstrating that the CLEC paid installation costs under an ICB or non-recurring rate structure for the collocation arrangement power installation, then the CLEC should only be billed the monthly recurring rate for the AC usage based on the most recent Authority approved rate and the DC power infrastructure component that excludes those costs previously paid through the ICB or NRC pricing structure. Thus, the CLEC should be required to pay that portion of the DC power infrastructure component associated with ongoing maintenance, replacement and upgrades to the central office, which will directly benefit the CLEC in the future.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
80	4-7	9.1.1	*(A) Under the fused amp billing option, how should recurring and non-recurring charges be applied?* *(B) What should the charges be?*	(A) Under the fused amp billing option, monthly recurring charges for -48V DC power should be assessed per fused amp per month in a manner consistent with Authority orders and as set forth in Section 8 of Attachment 4 (see Issue 4-6 above). It is our understanding that non-recurring charges for –48V DC power distribution, are not applicable and therefore, subject to agreement on appropriate language to reflect this, this aspect of the issue appears to be settled. (B) Monthly recurring charges should be at the rates established by the Authority, except in those cases where a Petitioner has paid for power plant installation on a non-recurring or individual case basis. As explained with respect to Item 76 / Issue 4-3, application of the current Authority-approved rate power plant infrastructure rate would result in double payment by Petitioners and over-recovery by BellSouth in such instances.	(A) Under the regional fused amp billing option, which applies to all states, monthly recurring charges for –48V DC power should be assessed per fused amp per month based upon the CLEC's BellSouth Certified Supplier engineered and installed power feed fused amperage capacity in a manner consistent with Authority orders and as set forth in Section 8 of Attachment 4 (See Issue 4-6 above). (B) Non-recurring charges for -48V DC power distribution should be based on the costs associated with collocation power plant investment and the associated infrastructure.
81	4-8	9.1.2, 9.1.3	*(A) Should CLEC be permitted to choose between a fused amp billing option and a power usage metering option?* *(B) If power usage metering is allowed, how*	(A) YES, Petitioners should be permitted to choose between a fused amp billing option and a power usage metering option. It is our understanding, based on negotiations, the contract language submitted by both parties and BellSouth's position statement included in the Issues Matrix, that this sub-issue is not and arbitration issue in	(A) No. CLECs should not be permitted to choose between a fused amp billing option and a power usage metering option in states other than Tennessee, where BellSouth was ordered to do so. The only other states that have ordered a power usage metering option are Florida and Georgia, but the Commissions in

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			will recurring and non-recurring charges be applied and what should those charges be?	Tennessee and that BellSouth will allow Petitioners to choose between a fused amp billing option and a power usage metering option on a collocation-by-collocation basis. It seems that this sub-issue appears in the Petition and the Issues Matrix largely as a product of this being a 9-state arbitration. Joint Petitioners are awaiting BellSouth's confirmation that this issue is indeed settled with respect to Tennessee. If some unforeseen aspect of this sub-issue remains, Petitioners reserve the right to address it completely in rebuttal testimony.. (B) If the Petitioner chooses the power usage metering option, monthly recurring charges for -48V DC power will be assessed based on a consumption component and, if applicable, an infrastructure component, as set forth in Section 8 of Attachment 4 (see Item 79 / Issue 4-6 above). The Authority should ensure that its most recently approved recurring rates are apportioned appropriately into the consumption and infrastructure components. Any additional rate elements that the Parties have agreed are applicable should be at rates approved by the Authority.	these states have not determined the appropriate power metering rate structure and the associated rates that would be assessed to CLECs that elect this option. Therefore, BellSouth cannot offer a power usage metering option in Florida and Georgia until these issues have been resolved. In regard to the other states, BellSouth should be permitted to continue assessing monthly recurring DC power charges on a "per fused amp" basis. (B) In Tennessee, if the CLEC selects the power usage metering option, the monthly recurring charges for -48V DC power should be assessed based on the AC usage component of the DC power consumed by the CLEC and an infrastructure component, associated with the DC power plant and the associated equipment required to convert AC power to DC power, as set forth in Exhibit B of Attachment 4. BellSouth has taken the Authority's current approved monthly recurring DC power rate (which is a fused amp rate) and apportioned it appropriately into these two components based upon the cost study inputs used initially to develop the ordered rate.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
					Recurring charges for the AC usage component, the infrastructure component associated with the DC power plant and the associated equipment required to convert AC power to DC power, and the Meter Reading expense will be assessed pursuant to Section 8.4 of Attachment 4. (See BST's Position as stated under Issue 4-4 above) The non-recurring charge associated with the submission of a Subsequent Application, to convert existing collocation arrangements to the power metering option in Tennessee or to remove or install telecommunications equipment in the CLEC's space, will be billed on the date that BellSouth provides an Application Response to the Subsequent Application. If the CLEC requests that an unscheduled (prior to the next scheduled quarterly power reading date) power usage reading be taken or if the CLEC fails to provide access to its caged collocation space or fails to provide BellSouth and/or a BellSouth Certified Supplier with sufficient notification of the necessity to cancel and/or reschedule the initial agreed-upon appointment, then the CLEC will be responsible for paying

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
					each "Additional Meter Reading Trip Charge," which will be reflected on the CLEC's next month's billing statement. In addition, there will be a non-recurring fee associated with the modifications that BellSouth must make to its billing systems in order to accept the power usage measurement data. This fee will be reflected on the CLEC's next billing statement immediately following the completion of the required modifications.
82	4-9	9.3	*For BellSouth-supplied AC power, should CLEC be entitled to choose between a fused amp billing option and a power usage metering option?*	YES, where CLEC elects to install its own DC Power Plant, and BellSouth provides Alternating Current (AC) power to feed CLEC's DC Power Plant, CLEC should have the option of choosing between fused amp billing and power usage metering options.	No. If the CLEC elects to install its own DC Power Plant, BellSouth is willing to provide Alternating Current (AC) power to feed the CLEC's DC Power Plant. Charges for AC power should be assessed per breaker ampere based on the appropriate allocation of AC power delivered to the central office fuse panel by the commercial electric provider. BellSouth anticipates that if a CLEC requests AC power from BellSouth to feed its own Power Plant, BellSouth would have to install and dedicate a circuit breaker to the CLEC at its fuse panel where the commercial electric power enters the central office. It would, therefore, be appropriate for BellSouth to pro-rate the AC power to each of the circuit breakers in BellSouth's fuse panel based on the

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
					fused amperage that each circuit breaker is designed to carry in relation to the total amount of fused amperage for all of the circuit breakers contained in BellSouth's fuse panel, which serve the central office.
83	4-10	13.6	***This issue has been resolved.***		
			ORDERING (ATTACHMENT 6)		
84	6-1	2.5.1	*Should payment history be included in the CSR?*	YES, the subscribers' payment history should be included in the CSR to the extent authorized or required by the FCC, Authority or End User.	NO, payment history should be maintained as confidential information and is not necessary in order for a CLEC to provision service to an end user. BellSouth's systems will not permit this information to be shared on an end user by end user or CLEC by CLEC basis.
85	6-2	2.5.5	*Should CLEC have to provide BellSouth with access to CSRs within firm intervals?*	NO, CLEC is not required by law to commit to specific intervals, and does not have any automated system in place to handle CSR requests. Moreover, BellSouth refuses to commit to deliver CSRs within a firm interval. CLEC, however, will commit to use its best efforts to provide CSRs within an average of 5 business days of a valid request, subject to the same exclusions applicable to BST's delivery of CSRs.	YES, BellSouth is required to provide CSRs to CLEC in intervals prescribed by this Authority which, if not met, require BellSouth to remit SEEMs penalties. If CLEC is not held to the same standard, the End User customer is impaired by being unable to receive the same service interval from all local service providers.
86	6-3	2.5.6.2, 2.5.6.3	*(A)* ***This issue has been resolved.*** *(B) How should disputes*	(B) If one Party disputes the other Party's assertion of non-compliance, that Party should notify the other Party in writing of the basis for its assertion of compliance. If	(B) The Party providing notice of such impropriety should provide notice to the offending Party that additional applications for service may be refused,

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			over alleged unauthorized access to CSR information be handled under the Agreement?	the receiving Party fails to provide the other Party with notice that appropriate corrective measures have been taken within a reasonable time or provide the other Party with proof sufficient to persuade the other Party that it erred in asserting the non-compliance, the requesting Party should proceed pursuant to the Dispute Resolution provisions set forth in the General Terms and Conditions and the Parties should cooperatively seek expedited resolution of the dispute. "Self help", in the form of suspension of access to ordering systems and discontinuance of service, is inappropriate and coercive. Moreover, it effectively denies one Party the ability to avail itself to the Dispute Resolution process otherwise agreed to by the Parties.	that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifth (5^{th}) calendar day following the date of the notice. In addition, the alleging Party may, at the same time, provide written notice to the person(s) designated by the other Party to receive notices of noncompliance that the alleging Party may terminate the provision of access to ordering systems to the other Party and may discontinue the provisioning of existing services if such use is not corrected or ceased by the tenth (10^{th}) calendar day following the date of the initial notice. If the other Party disagrees with the alleging Party's allegations of unauthorized use, the other Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions.
87	6-4	2.6	*Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?*	NO, if, at any time, electronic interfaces are not available to make placement of an electronic LSR possible, CLEC must use the manual LSR process for the ordering of UNEs and Combinations. In such cases where CLEC does not willfully choose to use the manual LSR process, CLEC should be assessed the lower electronic LSR OSS rate.	YES, BellSouth is not required to provide electronic ordering capability for every product or service. BellSouth has implemented the Change Control Process for CLEC requests to change BellSouth's OSS capabilities if CLEC is not satisfied with existing ordering capabilities.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
88	6-5	2.6.5	*What rate should apply for Service Date Advancement (a/k/a service expedites)?*	Rates for Service Date Advancement (a/k/a service expedites) related to UNEs, interconnection or collocation should be set consistent with TELRIC pricing principles.	BellSouth is not required to provide expedited service pursuant to The Act. If BellSouth elects to offer expedite capability as an enhancement to a CLEC, BellSouth's tariffed rates for service date advancement should apply. 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.
89	6-6	2.6.25	*Should CLEC be required to deliver a FOC to BellSouth for purposes of porting a number within a firm interval?*	NO, CLEC is not required by law to commit to specific intervals, and does not have the necessary automated system in place to meet such requirements. Moreover, BellSouth refuses to commit to deliver FOCs within a firm interval. CLEC, however, subject to the same exclusions that apply to BellSouth's delivery of a FOC, is willing to commit to use best efforts to return a FOC to BellSouth, for purposes of porting a number, within an average of 5 business days, for noncomplex orders, after CLEC's receipt from BellSouth of a valid LSR.	YES, BellSouth is required to provide FOCs to CLEC in intervals prescribed by this Authority, which if not met require BellSouth to remit SEEMs penalties. If CLEC is not held to the same standard, the End User customer is impaired by being unable to receive the same service interval from all Local service providers.
90	6-7	2.6.26	*Should CLEC be required to provide Reject Responses to BellSouth within a firm interval?*	NO, CLEC is not required by law to commit to specific intervals, and does not have the necessary automated system in place to meet such requirements. Moreover, BellSouth refuses to commit to deliver	YES, BellSouth is required to provide FOC Reject Responses to CLEC in intervals prescribed by this Authority which if not met require BellSouth to remit SEEMs penalties. If CLEC is not

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				Reject Responses within a firm interval. CLEC, however, subject to the same exclusions that apply to BellSouth's delivery of Reject Responses, is willing to commit to use best efforts to return Reject Responses to BellSouth, for purposes of porting a number, within an average of 5 business days, for noncomplex orders, after CLEC's receipt from BellSouth of a valid LSR.	held to the same standard, the End User customer is impaired by being unable to receive the same service interval from all Local service providers.
91	6-8	2.7.10.4	*Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?*	YES, upon request from CLEC, BellSouth should disclose all available performance and maintenance history regarding the network element, service or facility subject to the chronic trouble ticket.	NO, network performance and maintenance history is BellSouth's proprietary information.
92	6-9	2.9.1	*Should charges for substantially similar OSS functions performed by the parties be reciprocal?*	YES, the Parties should bill each other OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of the Agreement, for substantially similar OSS functions performed by the Parties.	YES, but only for those functions that CLEC performs that are substantially similar to those performed by BellSouth and only if the CLEC performs the same OSS functions pursuant to the terms and conditions under which BellSouth bills CLEC for OSS, including FOC reject turnaround times the same as BellSouth's, due date intervals the same as BellSouth's and CSRs handled under the same terms and conditions under which BellSouth provides the CSRs to CLEC.
93	6-10	3.1.1	*(A) Can Bellsouth make the porting of an End User*	(A) NO, BellSouth is required by law to port a customer once the customer requests	(A) YES. If another carrier restricts the conditions under which that carrier's

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC? *(B) If not, should BellSouth be subject to liquidated damages for imposing such conditions?*	to be switched to another local service provider, regardless of any arrangement or agreement (or lack thereof) between CLEC and BellSouth Long Distance or another third party carrier. BellSouth's practice represents an anticompetitive leveraging of its ILEC status in favor of, and in collusion with, its Section 272 affiliate. More specifically, BellSouth may not condition its compliance with these obligations under the Agreement upon CLEC's or its End-Users' entry into any billing and/or collection arrangement, operational understanding, relationship or other arrangement with one or more of BellSouth's Affiliates, and/or any third party carrier. (B) YES, liquidated damages are appropriate in this instance because it would be impossible or commercially impracticable to ascertain and fix the actual amount of damages as would be sustained by CLEC as a result of such action by BellSouth. A liquidated damage amount of $1,000 per occurrence per day is a reasonable approximation of the damages likely to be sustained by CLEC, upon the occurrence and during the continuance of any such breach Liquidated damages should be in addition to and without prejudice to or limitation upon any other rights or remedies CLEC and/or any of its	end user can retain a PIC, CLEC should be required to either comply with that carriers requirements or transfer the end-user with another PIC. (B) NO, liquidated damages provisions are inappropriate.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				End Users may have under this Agreement and/or other applicable documents against BellSouth.	
94	6-11	3.1.2, 3.1.2.1	*(A) Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?* *(B) If so, what rates should apply?* *(C) What should be the interval for such mass migrations of services?*	(A) YES, mass migration of customer service arrangements (e.g., UNEs, Combinations, resale) should be accomplished pursuant to submission of electronic LSR or, if mutually agreed to by the Parties, by submission of a spreadsheet in a mutually agreed-upon format. Until such time as an electronic LSR process is available, a spreadsheet containing all relevant information should be used. (B) An electronic OSS charge should be assessed per service arrangement migrated. In addition, BellSouth should only charge CLEC a TELRIC-based records change charge, as set forth in Exhibit A of Attachment 2, for migrations of customers for which no physical re-termination of circuits must be performed. Similarly, BellSouth should only charge CLEC a TELRIC-based charge, as set forth in Exhibit A of Attachment 2, for migrations of customers for which physical re-termination of circuits is required. (C) Migrations should be completed within ten (10) calendar days of an LSR or spreadsheet submission.	This issue (including all subparts) 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. (A) No, each and every Merger, Acquisition and Asset Transfer is unique and requires project management and planning to ascertain the appropriate manner in which to accomplish the transfer, including how orders should be submitted. The vast array of services that may be the subject of such a transfer, under the agreement and both state and federal tariffs, necessitates that various forms of documentation may be required. (B) The rates by necessity must be negotiated between the Parties based upon the particular services to be transferred and the work involved. (C) No finite interval can be set to cover all potential situations. While shorter intervals can be committed to and met for small, simple projects, larger and

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
					more complex projects require much longer intervals and prioritization and cooperation between the Parties.
			BILLING (ATTACHMENT 7)		
95	7-1	1.1.3	*What time limits should apply to backbilling, over-billing, and under-billing issues?*	There should be an explicit, uniform limitation on a Party's ability to engage in backbilling under this Agreement. The Authority should adopt the CLEC proposed language, which would limit a Party's ability to bill for services rendered no more than ninety (90) calendar days after the bill date on which those charges ordinarily would have been billed. For purposes of ensuring that a party could reconcile backbilled amounts, the CLEC proposed language provides that billed amounts for services that are rendered more than one (1) billing period prior to the bill date should be invalid unless the billing Party identifies such billing as "backbilling" on a line-item basis. Finally, the CLEC proposed language provides an exemption to the ninety (90) day limit whereby backbilling beyond ninety (90) calendar days and up to a limit of six (6) months after the date upon which the bill ordinarily would have been issued may be invoiced under the following conditions: (1) charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party	All charges incurred under the agreement should be subject to the state's statute of limitations or applicable Authority rules. Back-billing alone should not be subject to a shorter limitations period than any other claims related to billing under the agreement.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				and such records have not been provided in a timely manner; and (2) charges incorrectly billed due to erroneous information supplied by the non-billing Party. With respect to over-billing, the Parties have negotiated and separately agreed to a 2-year limit on filing billing disputes (thus, Petitioners do not believe that BellSouth properly has inserted this as a sub-issue here). With respect to under-billing, Petitioners believe that the subissue is covered by any provisions that address backbilling.	
96	7-2	1.2.2	*(A) What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?* *(B) What intervals should apply to such changes?*	(A) A Party should be entitled to make one (1) "LEC Change" (*i e,* corporate name change, OCN, CC, CIC, ACNA change) per state in any twelve (12) month period without charge by the other Party for updating its databases, systems and records solely to reflect such change. For any additional LEC Changes, TELRIC compliant rates should be charged. (B) "LEC Changes" should be accomplished in thirty (30) calendar days and should result in no delay or suspension of ordering or provisioning of any element or service provided pursuant to this Agreement, or access to any pre-order, order, provisioning, maintenance or repair interfaces. At the request of a Party, the other Party should establish a new BAN within ten (10) calendar days.	This issue (including all subparts) 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. (A) BellSouth is permitted to recover its costs and CLEC should be charged a reasonable records change charge. Requests for this type of change should be submitted to the BFR/NBR process. (B) The Interval of any such project would be determined by the BFR/NBR process based upon the complexity of the project.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
97	7-3	1.4	*When should payment of charges for service be due?*	Payment of charges for services rendered should be due thirty (30) calendar days from receipt or website posting of a complete and fully readable bill or within thirty (30) calendar days from receipt or website posting of a corrected or retransmitted bill in those cases where correction or retransmission is necessary for processing.	Payment for services should be due on or before the next bill date (Payment Due Date) in immediately available funds.
98	7-4	1.6	*(A) What interest rate should apply for late payments?* *(B) What fee should be assessed for returned checks?*	(A) The interest rate that should apply for late payments is a uniform region-wide (1) percent per month. (B) In addition to any applicable late payment charges, a uniform region-wide $20 fee for all returned checks should apply.	(A) The applicable interest rate approved by each state Authority in BellSouth's tariffs should apply. (B) The Authority approved rate from the GSST should apply or, in the absence of such, the amount permitted by state law
99	7-5	1.7.1	*What recourse should a Party have if it believes the other Party is engaging in prohibited, unlawful or improper use of its facilities or services, abuse of the facilities or noncompliance with the Agreement or applicable tariffs?*	Each Party should have the right to suspend access to ordering systems for and to terminate particular services or access to facilities that are being used in an unlawful, improper or abusive manner. However, such remedial action should be limited to the services or facilities in question and such suspension or termination should not be imposed unilaterally by one Party over the other's written objections to or denial of such accusations. In the event of such a dispute, "self help" should not supplant the Dispute Resolution process set forth in the Agreement.	Each Party should have the right to suspend or terminate service in the event it believes the other party is engaging in one of these practices.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
100	7-6	1.7.2	*Should CLEC be required to pay past due amounts in addition to those specified in BellSouth's notice of suspension or termination for nonpayment in order to avoid suspension or termination?*	NO, CLECs should not be required to calculate and pay past due amounts in addition to those specified in BellSouth's notice of suspension or termination for nonpayment in order to avoid suspension or termination. Rather, if a Petitioner receives a notice of suspension or termination from BellSouth, with a limited time to pay non-disputed past due amounts, Petitioner should be required to pay only those amount past due as of the date of the notice and as expressly and plainly indicated on the notice, in order to avoid suspension or termination.	Yes, if CLEC receives a notice of suspension or termination from BellSouth as a result of CLEC's failure to pay timely, CLEC should be required to pay all amounts that are past due as of the date of the pending suspension or termination action.
101	7-7	1.8.3	*How many months of billing should be used to determine the maximum amount of the deposit?*	The amount of a deposit should not exceed two month's estimated billing for new CLECs or one and one-half month's actual billing for existing CLECs (based on average monthly billings for the most recent six (6) month period). The one and one-half month's actual billing deposit limit for existing CLECs is reasonable given that balances can be predicted with reasonable accuracy and that significant portions of services are billed in advance.	The average of two (2) months of actual billing for existing customers or estimated billing for new customers, which is consistent with the telecommunications industry's standard and BellSouth's practice with its end users.
102	7-8	1.8.3.1	*Should the amount of the deposit BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?*	YES, the amount of security due from an existing CLEC should be reduced by amounts due CLEC by BellSouth aged over thirty (30) calendar days. BellSouth may request additional security in an amount equal to such reduction once BellSouth	NO, CLEC's remedy for addressing late payment by BellSouth should be suspension/termination of service or application of interest/late payment charges similar to BellSouth's remedy for addressing late payment by CLEC.

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				demonstrates a good payment history, as defined in the deposit provisions of Attachment 7. This provision is appropriate given that the Agreement's deposit provisions are not reciprocal and that BellSouth's payment history with CLECs is often poor.	
103	7-9	1.8.6	*Should BellSouth be entitled to terminate service to CLEC pursuant to the process for termination due to non-payment if CLEC refuses to remit any deposit required by BellSouth within 30 calendar days?*	NO, BellSouth should have a right to terminate services to CLEC for failure to remit a deposit requested by BellSouth only in cases where (a) CLEC agrees that such a deposit is required by the Agreement, or (b) the Authority has ordered payment of such deposit. A dispute over a requested deposit should be addressed via the Agreement's Dispute Resolution provisions and not through "self-help".	Yes, thirty (30) calendar days is a commercially reasonable time period within which CLEC should have met its fiscal responsibilities.
104	7-10	1.8.7	*What recourse should be available to either Party when the Parties are unable to agree on the need for or amount of a reasonable deposit?*	If the Parties are unable to agree on the need for or amount of a reasonable deposit, either Party should be able to file a petition for resolution of the dispute and both parties should cooperatively seek expedited resolution of such dispute.	If CLEC does not agree with the amount or need for a deposit requested by BellSouth, CLEC may file a petition with the Authority for resolution of the dispute and BellSouth would cooperatively seek expedited resolution of such dispute. BellSouth shall not terminate service during the pendency of such a proceeding provided that CLEC posts a payment bond for the amount of the requested deposit during the pendency of the proceeding.
105	7-11	1.8.9	***This issue has been resolved.***		

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
106	7-12	1.9.1	*To whom should BellSouth be required to send the 15-day notice of suspension for additional applications for service, pending applications for service and access to BellSouth's ordering systems?*	The 15-day notice of suspension for additional applications for service, pending applications for service, and access to BellSouth's ordering systems should be sent to CLECs pursuant to the requirements of Attachment 7 and also should be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions.	The 15-day computer-generated notice stating that BellSouth may suspend access to BellSouth's ordering systems should go to the individual(s) that CLEC has identified as its Billing Contact(s), Notices, not system generated, of security deposits and suspension or termination of services shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of the Agreement in addition to the CLEC's designed billing contact.
BFR/NBR (ATTACHMENT 11)					
107	11-1	1.5, 1.8.1, 1.9, 1.10	*(A) Should BellSouth be permitted to charge CLEC the full development costs associated with a BFR?* *(B) If so, how should these costs be recovered?*	(A) NO, charges associated with the development of a BFR should be apportioned among CLECs who may benefit from the UNE(s). (B) To the extent BellSouth can charge CLEC for the development costs associated with a BFR, such costs should be assessed through non-recurring and recurring rates.	(A) YES, BellSouth is entitled to recover its costs in provisioning services to CLEC. Since this is a unique request that CLEC is making, CLEC should bear the full development costs. (B) CLEC should be obligated to pay these costs upon request that BellSouth proceed.