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TRA DOCKET ROOM
April 22, 2004

VIA HAND DELIVERY

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

Re: *Petition of LoadPoint, LLC for Arbitration with BellSouth
Telecommunications, Inc. Pursuant to 47 U.S.C. § 252*
Docket No. 04-00060

Dear Chairman Tate

Enclosed are the original and fourteen copies of the joint Issues Matrix in the referenced matter. Local counsel for LoadPoint has authorized me to submit the Matrix on behalf of LoadPoint. A copy of the enclosed is being provided to counsel for Loadpoint.

Very truly yours,

Guy M. Hicks

GMH:ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Petition of LoadPoint, LLC for Arbitration with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. § 252*

Docket No. 04-00060

LOADPOINT / BELL SOUTH ARBITRATION ISSUES MATRIX

ISSUE NO.	ISSUE DESCRIPTION	LOADPOINT'S POSITION	BELL SOUTH'S POSITION
1	Should LoadPoint be able to adopt, in its entirety, the Time Warner Interconnection Agreement?	LoadPoint has an unqualified statutory right under Section 252(i) of the federal Telecom Act to adopt the Time Warner interconnection agreement in its entirety. That agreement contains a change of a law provision which the parties can then use, to the extent needed, to incorporate changes in the law brought about by the TRO, the D.C. Court of Appeals decision, new FCC rules, or any other changes which affect the terms of the agreement. Similarly, LoadPoint may elect to adopt the revised language of the Time Warner agreement when it becomes available. Given the frequent changes in regulatory law, it is unreasonable, as well as illegal, for BellSouth to insist that any particular change has to be incorporated into an existing	Yes, except for Attachment 2, which is in the process of being negotiated between BellSouth and Time Warner pursuant to the change of law provisions of that Agreement. LoadPoint agreed in writing to negotiate a new Attachment 2 that is compliant with changes in the law brought about by the FCC's <i>Triennial Review Order</i> and the Authority should not condone LoadPoint's breach of that agreement or allow LoadPoint to avoid changes in the law. The Authority should arbitrate the sole issue that was remaining in Attachment 2 prior to LoadPoint's unilateral refusal to negotiate.

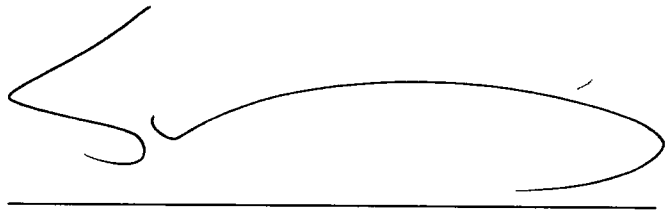
ISSUE- NO.	ISSUE DESCRIPTION	LOADPOINT'S POSITION	BELLSOUTH'S POSITION
		interconnection agreement before agreeing to allow another carrier to opt-in to that agreement.	
2	How much time should LoadPoint have to convert circuits that are no longer compliant with the law? (Attachment 2, § 1.8)	LoadPoint has approximately 17 local channels and approximately 9 EELs. All of the local channels, and perhaps some of the EELs, will have to be reconfigured. It is physically impossible for LoadPoint, which has one person to do provisioning, to make other arrangements for all of these circuits within thirty days. If LoadPoint decides to provision its own lines, collocate inside a BellSouth switch, or make arrangements with another CLEC to provide local channels, those arrangements cannot be made within thirty days. LoadPoint, and other small CLECs, need at least ninety days to convert non-compliant EELs or to make alternative arrangements for local channels. (The only way to obtain compliant local channel service in thirty days would be to order the service from Bellsouth's tariffs. LoadPoint should not be force to accept that option.)	LoadPoint should have 30 days to convert any circuit that is no longer compliant with the law. In those instances where a CLEC may have existing circuits that no longer meet the requirements of law, there can be no reasonable disagreement that the CLEC should convert those circuits to bring them into compliance with the law. BellSouth contends that thirty (30) days is ample time for LoadPoint, or any CLEC, to submit the necessary orders to bring the circuits into legal compliance. This is especially true in the case of LoadPoint which, as far as BellSouth can determine, has <u>no</u> existing circuits. There is simply no reason to allow LoadPoint, or any CLEC, to continue having circuits that are non-compliant with the law for any more time than is absolutely necessary.

CERTIFICATE OF SERVICE

I hereby certify that on April 22, 2004, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

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