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October 20, 2005

VIA HAND DELIVERY

Hon Ron Jones, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re. *Petition of MCImetro Access Transmission Services, LLC for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996*
Docket No 05-00231

Dear Chairman Jones:

As requested by the Authority, the parties are filing a joint issues matrix Local counsel for MCI has authorized me to submit this letter on MCI's behalf.

A copy of the enclosed has been provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH nc

600874

EXHIBIT A

BELLSOUTH – MCI ARBITRATION

ISSUES/OPEN ITEMS MATRIX
DOCKET NO. 05-00231

ISSUE NO.	ICA §	UNRESOLVED ISSUE	MCI POSITION	BELLSOUTH POSITION
			GT&Cs (MAIN)	
1	G-5.2, 5.3, 5.5	What language should be included in the Parties' Interconnection Agreement ("Agreement") to limit or eliminate (a) liability in general; (b) liability arising from tariffs or contracts with End Users; or (c) liability for indirect, incidental or consequential damages?	No such language should be included. The Authority should not impose limitations of liability not agreed to by the parties. BellSouth, as MCI's sole supplier and its competitor, is in a position to inflict substantial business harm and should not be allowed to absolve itself from liability when the parties have not so agreed.	The industry standard limitation of liability of bill credits should apply between the parties. Further, consistent with industry standards, neither party should be responsible for indirect, incidental or consequential damages to the other. If a CLEC elects not to limit its liability to its End Users in its tariffs or contracts, the CLEC and not BellSouth should bear the risk of loss arising from that business decision.
2	G-8	What terms or conditions, if any, should be included in the Agreement regarding the appropriate forum to address disputes?	No. The parties should not be required to relinquish their right to bring disputes to a court or other forum that has jurisdiction to hear the case.	The Authority or the FCC should resolve disputes between the parties for matters that are within the Authority's or the FCC's expertise or jurisdiction. For matters that lie outside such expertise or jurisdiction, the parties should be able to bring disputes to a court of law.

NETWORK ELEMENTS (ATTACHMENT 2)					
3		*MCI Sections*: A2, 1.1.1, 1.13.5, 1.11.1, 2.1.2.1, 2.1.2.7, 2.1.5, 2.3.2.5, 2.3.2.7, 2.3.2.8, 2.3.6, 2.3.8, 2.3.11, 2.3.9, 5, 5.1.1 *BellSouth Sections*: Att. 2, Exhibits A & B	What rates, terms, and conditions for the disputed rate elements in Attachment 2 should be incorporated into the Agreement?	BellSouth should be required to provide enterprise market loops and dedicated transport UNEs and provide rates in the Agreement.	To the extent MCI is seeking rates that apply to high capacity loops and transport post-*TRRO*, the Authority is without jurisdiction to establish such rates in unimpaired wire centers. Thus, the Authority should refuse establish rates for high capacity loops and transport in unimpaired wire centers, because it has no jurisdiction to make such a finding. For all such other rate disputes, BellSouth's proposed rates are reasonable or TELRIC-compliant and should be adopted.
9		A2 -2.1.12.1	A) What rate should be applicable for the Bulk Migration process? B) Should BellSouth be required to offer the Bulk Migration process for migrations of MCI customers to third-party provided switching?	BellSouth must establish discounted rates for the Bulk Migration process to reflect the increased efficiencies of conducting migrations on a bulk basis and comply with the "cost-based" UNE pricing requirements. Yes. The physical process in such migrations is identical to migrations of MCI customers to MCI-provided switching.	A) Bulk Migrations are nothing more than multiple single, hot cuts. Thus, the Authority's TELRIC-ordered hot cut rate should apply to Bulk Migrations. B) No. Any hot cut ordered in the Bulk Migration Process under this Section 252 agreement applies to MCI and BellSouth only and not to any third parties.

11		*MCI Sections*: 2.1.7.12 2.1.7.12.1 6.2.4 6.2.5 6.2.11 6.2.11.1 6.2.12.2 6.2.12.6.1 *BellSouth Sections*: Att 2. – 1.7; 1.8; 2.1.7.12; 2.1.7.12.1; 6.2.4; 6.2.5; 6.2.11; 6.2.11.1; 6.2.12.2; 6.2.12.6.1	(A2) By when should MCI be required to identify those UNE services in its Embedded Base that it is required to disconnect or convert to other BellSouth services in an unimpaired wire center? (A3) If MCI does not identify the subject services within the specified period of time identified in (A2), what rates, terms, and conditions apply?	MCI should not be required to provide a spreadsheet of transition circuits on a date that precedes the effective date of the Agreement. MCI should not be bound by a list of offices as to which BellSouth unilaterally asserts that MCI is not impaired for high capacity loops and transport.	To the extent the Generic Proceeding addresses these discrete issues, the Authority's ruling in the Generic Proceeding should govern. Nevertheless, BellSouth's position on these issues is as follows: A2) Prior to December 9, 2005, MCI must submit a spreadsheet to BellSouth that identifies those former UNE services in its Embedded Base that it is terminating or converting to other BellSouth services. A3) BellSouth will identify the subject services and transition them to other BellSouth services and MCI must pay all applicable nonrecurring charges associated with BellSouth's efforts.
12		A2-7.4.2.2	Should MCI be required to indemnify BST for BSTs own negligent act committed in conjunction with BST 's provision of PBX Locate Service	No. BST should be responsible for its own torts and the parties already have agreed to comprehensive indemnification language in the GTC's.	In conjunction with its obligation to provide 911 service to MCI as a UNE, BellSouth voluntarily makes available to MCI its PBX Locate Service, which is identical to BellSouth's retail product, Pinpoint. The Pinpoint product allows BellSouth's retail customers to identify for emergency personnel the locale of an incoming 911 call in a campus/hotel/hospital environment. Because this is a retail offering that

					BellSouth provides to its wholesale customers through PBX Locate, MCI may purchase the product but only at the same terms and conditions that apply to BellSouth's retail customers.
INTERCONNECTION (ATTACHMENT 3)					
15		A3 - 4.10, Pricing Attachment	Should the parties pay each other for two-way interconnection facilities based on their proportionate share of originated traffic or on a 50-50 basis?	The parties should pay each other based on their proportionate share of traffic. The FCC has ruled that parties are prohibited from assessing charges on other carriers for traffic that the party originates, and thus an arbitrary 50-50 split is not appropriate.	BellSouth has no ability to proportionally bill on a mechanized and monthly basis. Thus, the parties should initially split the costs of two-way interconnection trunk facilities on a 50-50 basis and then manually true-up the billings on a recurring six-month basis.
16		A3 -4.14.3	Should trunk groups for operator services, directory assistance and intercept be established pursuant to this Agreement or BellSouth tariffs?	Such trunk groups should be established pursuant to this Agreement and any charges associated with them should be at TELRIC. These trunk groups are being used for local interconnection and therefore BellSouth's access tariff should not apply.	MCI uses trunk groups for operator services, directory assistance and intercept to access services that BellSouth is not required to provide at TELRIC. Consequently, MCI should pay the rates established in BellSouth's tariffs for these services. And, to the extent that MCI is requesting that the Authority establish another rate for these services, the Authority is without jurisdiction to do so because the trunk groups at issue are not a 251 obligation.
17		A3 -7.1	(A) To what extent should the definition of local traffic allow for the origination and termination of traffic in two different LATAs?	A) Each party should be free to define its local service area, subject to Authority approval.	A) InterLATA traffic should not be considered Local Traffic. Instead, Local Traffic should be defined as any telephone call that originates in one local calling area within a LATA and

			(B) Should traffic be jurisdictional based on the actual physical location of the calling and called parties, or based on the originating and terminating NPANXXs? (C) Should local traffic include optional extended calling plans as set forth in the originating party's tariff, or only non-optional extended calling plans (such as EAS)?	B) The jurisdiction of traffic should be based on the NPA/NXXs of the called and calling parties rather than their physical locations. C) No. Optional extended calling plans provide flat-rated toll service and such calls should not be considered local.	terminates within the same local calling area within the same LATA as such local calling area is defined in the originating party's tariff. Local Traffic also includes any cross boundary, intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body. B) Traffic should be jurisdictionalized based on the physical endpoints of the call. C) Yes. Optional extended calling plans, like Area Plus, should be included in local traffic.
18		A3 - 7.2, and 7.5.1	Should IP/PSTN and PSTN/IP/PSTN traffic be excluded from the definition of intraLATA toll traffic?	No. Such traffic undergoes a net protocol conversion or features enhanced services should not be included in the definition of intraLATA traffic. The FCC has ruled that such traffic is interstate in nature.	The FCC determined in the Vonage Order (04-267) that IP/PSTN traffic is interstate in nature subject to the FCC's jurisdiction. PSTN/IP/PSTN traffic at issue in this proceeding is also subject to the FCC's jurisdiction exclusively because it is an enhanced service. Thus, the Authority has no jurisdiction to address this issue in a Section 252 agreement. If and until the FCC rules otherwise, the physical endpoints of the call determine compensation. Thus, to the extent IP/PSTN and PSTN/IP/PSTN traffic terminates within the same LATA but within two different local calling areas, such traffic should be treated as intraLATA toll traffic. Likewise, if

					such traffic terminates within the same local calling area within the same LATA, this traffic would be considered Local Traffic.
19		A3 -7.5.1	What intercarrier compensation regime should be used for IP/PSTN and PSTN/IP/PSTN traffic?	Such traffic closely resembles ISP bound traffic so the same rate elements for exchanging ISP bound traffic should apply.	The FCC determined in the Vonage Order (04-267) that IP/PSTN traffic is interstate in nature subject to the FCC's jurisdiction. PSTN/IP/PSTN traffic at issue in this proceeding is also subject to the FCC's jurisdiction exclusively because it is an enhanced service. Thus, the Authority has no jurisdiction to address this issue in a Section 252 agreement. If and until, the FCC rules otherwise, the physical endpoints of the call determines compensation.
21		A3 -7.5.4	For intraLATA toll traffic originated by an ICO, carried over BellSouth's network and then terminated by MCI: A) what rate is MCI entitled to charge BellSouth, if at all and B) what records should be used to bill BellSouth?	When an ICP in on a Primary Carrier Plan, MCI is entitled to bill BellSouth the terminating access rates from its intrastate tariff, and BellSouth should required to send appropriate billing records if MCI is not able to bill for such traffic using its own switch records. BellSouth should be required to notify MCI if an ICO is not on a Primary Carrier Plan and when that is the case BellSouth should provide MCI with tandem billing records for such traffic that would enable MCI to bill the ITC MCI's portion of the access services provided.	MCI should bill BellSouth pursuant to EMI 110101 records and BellSouth's primary carrier plan ICO ratios at the rates set forth in MCI's intrastate tariffs. MCI should be prohibited from billing BellSouth from its own switch recordings because such recordings do no provide for the local calling area of the ICO. Thus, using MCI records could result in MCI billing BellSouth switched access when BellSouth is not the toll provider or when such traffic is local in nature.

					Additionally, the traffic in question would be treated like transit traffic and subject to the applicable provisions set forth in the agreement. Moreover, BellSouth will provide a new list of PCP ICO's any time an ICO adopts an alternative to the PCP.
22		A3 -7.5.4, 7.5.5	How should FX-like or VNXX services offered by MCI to its customers be treated for intercarrier compensation purposes? If this traffic is not local, how should it be identified and what rates apply to it?	A) FX-like services should be treated as local consistent with industry standards and the FCC's decision in the Virginia arbitration. B) Because these calls should be treated as local, the second part of this issue need not be addressed.	This issue is not about FX-like services. Rather, it is about virtual NXX and whether MCI can avoid paying access charges for virtual NXX calls. InterLATA virtual NXX services should be treated as access for purposes of intercarrier compensation if the end points of the call dictate such.
23		A3 -, 7.6.4, 7.7, Factors exhibit	How should IP/PSTN and PSTN/IP/PSTN traffic be categorized for purposes of determining compensation for interconnection facilities and termination of traffic?	For purposes of determining compensation for interconnection facilities, IP/PSTN and PSTN/IP/PSTN traffic should be placed in the same category as local traffic, just as ISP bound traffic is put in the same category. For purposes of determining compensation for termination of traffic, IP/PSTN and PSTN/IP/PSTN traffic should be treated in the same manner as ISP-bound traffic.	The FCC determined in the Vonage Order (04-267) that IP/PSTN traffic is interstate in nature subject to the FCC's jurisdiction. The PSTN/IP/PSTN traffic at issue in this proceeding is also subject to the FCC's jurisdiction exclusively because it is an enhanced service. Thus, the Authority has no jurisdiction to address this issue in a Section 252 agreement. If and until the FCC decides otherwise, the physical end points of the call determine jurisdiction. Accordingly, unless and until the FCC determines otherwise in its open dockets, the end points of the call and

					BellSouth's current factors address compensation for facilities and usage for IP/PSTN and PSTN/IP/PSTN traffic.
24		A3 -7.8.1	How will SS7 charges be imposed on the parties?	BellSouth has proposed charges for SS7 messages, but has not proposed language regarding such charges. Absent a specific proposal, neither party should charge the other for SS7 messages.	The applicable SS7 charges (i.e., either intrastate or interstate) are set forth in BellSouth's tariff.
25		A3 -7.10 1	Should a transiting party have to pay the terminating party intercarrier compensation if the transiting party is unable to provide the terminating party the records necessary for the terminating party to bill the originating third party?	Yes. If the transiting carrier cannot provide the terminating carrier with adequate records, it should bear the responsibility of paying the terminating carrier and seeking reimbursement from the originating carrier.	As the transiting party, BellSouth cannot guarantee that the originating third party carrier will deliver traffic to BellSouth in such a way that MCI is able to identify and bill such originating third party in all circumstances. BellSouth is willing to provide this non-251 service to MCI and is willing to work cooperatively with MCI, but BellSouth cannot guarantee payment to MCI when BellSouth does not even get the records from the originating carrier.
26		A3 -7.10.2, pricing attachment	Is BellSouth obligated to act as a transit carrier? If so, what is the appropriate transit rate?	BellSouth is obligated to act as a transit carrier. MCI should not be required to negotiate interconnection agreements with all third party carriers, which would be highly inefficient. Further, MCI should not be liable to BellSouth for termination costs BellSouth has agreed to pay a third party carrier.	No. BellSouth has no section 251(c)(2) duty to provide transit service and thus MCI should pay BellSouth a non-TELRIC rate for this transit service. 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. In the event that a terminating third party carrier imposes on BellSouth any charges or costs for the delivery of MCI's transit traffic, MCI should reimburse BellSouth for all charges paid by BellSouth.
COLLOCATION (ATTACHMENT 4)					
27		A4 -5.18, 5.18.1 and Att 2 - 2.11.1, 2.11.1.2, 2.11.1.3, 2.11.2	**N/A NC** What terms and conditions apply when one party interferes with or impairs the other party's ability to provide service?	BellSouth has proposed language that would give it nearly unbridled authority to disconnect MCI's collocated equipment and facilities. Electronic transmissions necessarily cause some degree of interference and it is therefore inappropriate for BellSouth to have unlimited discretion as to how much interference will be allowed. So long as MCI's collocated equipment and facilities operate within explicit national standards or applicable law, disconnection should not be authorized, except in the event of a threat of loss of life or damage to property. MCI's language appropriately and fairly requires that BellSouth shall not knowingly deploy or maintain facilities or equipment that, in excess of that permitted by national standards or law, interferes with or impairs service over MCI's facilities, or which causes damage to MCI's plant. Nor should BellSouth disconnect, remove or	A) The parties have already agreed that BellSouth will not knowingly interfere with or impair MCI's ability to provide service. MCI should be subject to this same obligation. B) MCI should not be permitted to use any product or service provided under this Agreement that interferes with or impairs BellSouth's or another carrier's ability to provide service. If BellSouth reasonably determines that any equipment or facilities of MCI violates the provisions of this paragraph, BellSouth shall provide written notice to MCI and request that MCI cure the violation 48hours or, if such cure is not feasible, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. If MCI fails to do either, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or

				attempt to repair MCI's facilities, without its consent. MCI's proposed language, moreover, unlike BellSouth's collocation language, requires each party to reasonably notify the other of situations that may result in service problems.	death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to MCI's equipment and/or facilities.
28		A4 -8.6, 8.6.1, 8.7, 8.7.1, 8.7.2, 8.7 3	**GA/TN ISSUE ONLY** ***MCI Issue Statement*:** What is the applicable language, rates and rate structure for collocation, including power usage in Tennessee. What is the applicable language rates, and rate structure for power usage in Georgia, since the Georgia PSC has not issued an order with final collocation rates? ***BellSouth Issue Statement*:** What rates, terms, and conditions apply to the assessment of DC power usage for collocation space in Georgia and Tennessee?	As to Tennessee, inconsistently with respect to its practice in other states in the region, BellSouth denies that MCI should be able to augment existing collocation arrangements, at intervals less than that for provisioning a new collocation arrangement. Also, since there is a specific Power Reconfiguration application fee, there should be specific reference to a power reconfiguration application in section 8.2. In addition, since the Authority has expressly recognized that the measurement of power usage may be done with meters, MCI proposes conforming language in section 8.6 (including subparts) . . BellSouth's language regarding power usage (its proposed Exhibit D) attempts to impose additional requirements that the Authority did not order, and which are unnecessary and burdensome. Finally, with regard to the section entitled	For Tennessee, BellSouth is willing to provide MCI with the rates, terms and conditions associated with the TRA Orders. Therefore, if MCI chooses to accept the TRA Ordered rates for power they must also accept the other Ordered rate elements for Application Fees, Space Preparation, etc. For Georgia, BellSouth has proposed language that would charge monthly recurring charges on a per fused amp, per month basis until such time as the Georgia Commission resolves this issue. BellSouth has complied with the Georgia Commission's orders from Docket 14361-U and has filed cost studies addressing how CLECS will be billed for power based on actual usage. Until the Commission addresses this issue, BellSouth's proposed language should apply.

				"Nonrecurring charges," there is no firm order processing fee in Tennessee, as BellSouth concedes, and thus BellSouth's proposed language is unnecessary, confusing, and attempts to create a fee where none exists. The Georgia PSC has directed BellSouth to provide DC power on a per-used amp basis, and has expressly recognized that the measurement of such power usage may be done with meters, which may be installed by MCI or by BellSouth, and may be read by BellSouth. The rates for such investment, however, have not yet been determined by the PSC. Therefore, a proxy based on List 1 drain is an adequate substitute for metering, and, along with pricing based on metering (to take effect when rates are determined by the PSC), should be an option available to MCI.	
29		A4 -Pricing attachment	**TN ONLY** *MCI Issue Statement:* What are the appropriate rates for collocation, including for: (1) conversion of virtual to physical collocation; (2) space preparation; (3) power meter reading; and power	(a) Virtual to Physical Collocation Relocation, per voice grade, DSO and DS1 charges (USOCs PE1BV, PE1BO, PE1B1, PE1B3, PE1BR, PE1BP, PE1BS, and PE1BE). BellSouth's proposed per circuit relocation charge does not reflect the economies of scale of doing multiple circuit relocations as part of a Batch or	The rates provided to MCI are TELRIC-based rates and thus should apply.

			consumption; and (4) security. for collocation, including *BellSouth Issue Statement:* What are the appropriate rates for collocation, including for: (a) for conversion of virtual to physical collocation;	Bulk process. BellSouth's per circuit conversion charges for virtual collocation have not been approved by the Authority and are unreasonable; (b) Physical Collocation – Space Preparation USOC PE1SJ. This rate was not permitted by the TRA when it granted BellSouth section 271 relief. See, BellSouth compliance filing Docket No. 97-00309, August 30, 2002; (c) Meter reading rates have not been approved by the TRA; also, BellSouth incorrectly or inadvertently describes its DC Power per amp used charge (i.e. USOC PE1PN) as a "Construction" charge. As noted on BellSouth's 271 relief compliance filing in Docket No. 97-00309, dated August 30, 2002, this charge is for DC Power "Consumption". As such, the description of USOC PE1PN should be changed to read" Consumption" instead of "Construction". (d) Physical Collocation – Security Access System USOC PE1AX. This rate was not permitted by the TRA when it granted BellSouth's section 271 relief. See, BellSouth compliance filing Docket No. 97-00309, August 30, 2002.	

ORDERING (ATTACHMENT 6)

30		A6 -1.3.2	How should disputes over alleged unauthorized access to CSR information be handled under the Agreement?	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 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.	This issue addresses when a party is in violation of federal law as well as the Interconnection Agreement by obtaining unauthorized access to CSR information. In such an instance and when the offending party cannot prove that the violation has been cured, the alleging party should have the right to suspend and terminate service after notice sent via e-mail and an explicit cure period. If there is a legitimate dispute as to the allegation of unauthorized access to CSR information, the alleging party should seek expedited resolution of the dispute at the Authority before any suspension or termination of service.
31		A6 - 8 (including subparts); pricing attachment	Should BellSouth provide a download with daily updates to the directory assistance database (DADS) to MCI, at a nondiscriminatory price?	Yes. BellSouth is required to provide nondiscriminatory access under Sections 251(b)(3) of the 1996 Telecommunications Act, and any other applicable law. Nondiscriminatory access contemplates use of the data without use restrictions, at a price that is	Yes. DADs is offered pursuant to BellSouth's tariff and thus its price and terms are nondiscriminatory.

				nondiscriminatory, especially where BellSouth has the vast majority of listings in its service area.	
BILLING (ATTACHMENT 7)					
32		A7 -1.14.1	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?	Each party must make a number of changes (e.g., to the LERG, and to the CLLI) when merger activity occurs. Each party benefits from these changes, and thus each party should bear its own expenses.	This issue is not appropriate for arbitration in this proceeding because it involves a request by MCI that is not encompassed within BellSouth's obligations pursuant to § 251 of the Act. BellSouth's Merger and Acquisition process available on its interconnection website explains the process for obtaining rates for records changes associated with merger and acquisition activity. Requests of this type are initiated based on a business decision made by MCI, consequently the associated charges to perform this work should be borne by MCI.
33		A7 -1.17	How should the rate for the calculation of late payments be determined?	The late payment rate should be included in the agreement and capped by applicable law.	BellSouth is willing to agree to language requiring it to comply with applicable law regarding late payment charges. It is unnecessary to include a late payment pricing table.
34		A7 -1.19 (all subsections)	What terms and conditions apply to: (A) nonpayment of past due billings and additional amounts that become past due during any suspension?	The process proposed by MCI should be used. This process is similar to the process currently in place. BellSouth proposes a process that would enable it, in the event of any payment that is not on time on an account, and	Based on MCI's prior financial history, including the filing of bankruptcy, MCI should pay all billings and then dispute. Accordingly, BellSouth should have the ability to suspend, discontinue, or terminate service for nonpayment of

			(B) nonpayment of a requested deposit?	regardless whether payment is disputed, to discontinue service and take other actions unilaterally and broadly, which is inappropriate. BellSouth should be required to go through the dispute resolution process before discontinuing service.	billings. In addition, MCI should be required to pay any additional, undisputed amounts that become past due during any suspension or cure period. Regarding deposits, there is no dispute that BellSouth can request a deposit. Thus, BellSouth should have the right to suspend, discontinue, or terminate for nonpayment of a deposit request.
35		Pricing attachment	**NC ONLY** What rates for network elements and interconnection should be incorporated into the agreement for North Carolina?	*To the extent the Commission in Docket No. P-100, Sub 133d, In the Matter of General Proceeding to Determine Permanent Pricing for Unbundled Network Elements, Order Approving and Adopting Final UNE Rates for BellSouth (May 19, 2005), approved as final, permanent rates, the UNE Price List filed May 3, 2005 by BellSouth, those rates should be used. To the extent that Order did not modify UNE and interconnection rates, the rates that are in the existing interconnection agreement between MCI and BellSouth should be used, where applicable.*	The rates reflected in BellSouth's May 3, 2005 UNE Price List and approved as final, permanent rates by the NCUC in its May 19, 2005 Order in Docket No. P-100, Sub 133d should be included in the interconnection agreement. The interconnection agreement should also include the collocation rates set forth in BellSouth's Standard Collocation Offering filed March 10, 2005 in Docket No. P-100, Sub 133j.

CERTIFICATE OF SERVICE

I hereby certify that on October 20, 2005, a copy of the foregoing document was served on the following, via the method indicated:

[ ] Hand [ ] Mail [ ] Facsimile [ ] Overnight [✓] Electronic	James L. Murphy III Boult, Cummings 1600 Division Street, Suite 700 P.O. Box 340025 Nashville, TN 37203
[ ] Hand [ ] Mail [ ] Facsimile [ ] Overnight [✓] Electronic	Dulaney L. O'Roark III Kennard B. Woods MCI, Inc. Six Concourse Parkway Suite 600 Atlanta, GA 30328
[ ] Hand [ ] Mail [ ] Facsimile [ ] Overnight [✓] Electronic	Donna Canzano McNulty MCI, Inc. 1203 Governors Square Boulevard Suite 201 Tallahassee, FL 32301

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