

J. Russell Farrar  
William N. Bates  
Kristin Ellis Berexa  
Teresa Reall Ricks  
Mary Byrd Ferrara\*  
Robyn Beale Williams  
Jennifer Orr Locklin  
Keith F. Blue  
Heather C. Stewart  
Derrick A. Free  
Deanna L. Cooper  
Beth L. Frazer  
Jeffrey M. Cranford  
Brandt M. McMillan  
John C. Lyell

LAW OFFICES

*Farrar*  
&  
*Bates*, L.L.P.

Phone 615.254.3060  
Fax 615.254.9835

211 Seventh Avenue North  
Suite 500  
Nashville, TN 37219  
fbaw@farrar-bates.com

Of Counsel  
H. LaDon Baltimore  
Kim G. Adkins

October 28, 2008

\*Also licensed in KY

Chairman Tre Hargett  
c/o Sharla Dillon, Dockets and Records Manager  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

filed electronically in docket office on 10/28/08

RE: Petition of Fiberlink-Tennessee, LLC for Arbitration with Citizens  
Communications Company, Tennessee LLC d/b/a/ Frontier  
Communications of Tennessee

Dear Chairman Hargett:

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

The parties have agreed on a unified issues statement on all remaining issues.

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

Sincerely,



H. LaDon Baltimore

LDB/skm  
Enclosures

cc: Charles Hudak, Esq.  
Gregg C. Sayre, Esq.  
Julie Thompson

**CHARTER FIBERLINK / FRONTIER ARBITRATION**  
**Open Items Matrix**

**Tennessee Regulatory Authority Docket 08-00093**

<b>Item No.</b>	<b>Issue No.</b>	<b>§</b>	<b>Unresolved Issue</b>	<b>Charter Fiberlink Position</b>	<b>Frontier Position</b>
1	1	General Terms and Conditions § 6.12; Attachment 7 (Pricing) § 1.4	Do the FCC's number portability cost recovery rules permit Frontier to assess charges for changes Frontier must perform in its retail record systems when Charter Fiberlink changes a number portability order and, if so, are Frontier's proposed charges reasonable and cost-justified?	The FCC's number portability cost recovery rules require incumbent local exchange carriers to recover their number portability costs from their end users, not from other carriers, and accordingly prohibit such charges by Frontier. Assuming <i>arguendo</i> that Frontier may assess such charges, Frontier's proposed charges are excessive.	The FCC's number portability cost recovery rules do not prohibit Frontier from assessing charges for retail systems work made necessary by changes in Charter Fiberlink's number porting requests. Frontier's proposed charges are just and reasonable.
2	2	Attachment 7 (Pricing) § 1.5.3	May Frontier assess a manual concurrence charge when Charter Fiberlink requests concurrence after Frontier has delivered a Firm Order Commitment within 24 hours and, if so, are Frontier's proposed charges reasonable and cost-justified?	Manual concurrence is an anticipated part of the porting process. Accordingly, Frontier may not assess a charge for manual concurrence. Assuming <i>arguendo</i> that such a charge is permissible, Frontier's proposed manual concurrence charge is excessive.	Frontier has proposed that it would not apply any porting related charges, including those referred to in Issue 1, if Frontier takes more than 24 hours to return a Firm Order Confirmation. If Frontier has returned a Firm Order Confirmation within 24 hours, Frontier is not required to provide manual concurrence and should not be required to do so without charge. Frontier's proposed manual concurrence charge is just and reasonable.
3	3	General Terms and Conditions § 24.2	<b><i>This issue has been resolved.</i></b>		

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<b>Item No.</b>	<b>Issue No.</b>	<b>§</b>	<b>Unresolved Issue</b>	<b>Charter Fiberlink Position</b>	<b>Frontier Position</b>
4	4	General Terms and Conditions §§ 24.3.1, 24.5	<i>This issue has been resolved.</i>		
5	5	Attachment 1 (Interconnection) § 1.4.5; Attachment 7 (Pricing) – Exhibit B	Should the Agreement require Frontier to provide cost-based rates for trunks carrying 911 traffic from Charter Fiberlink's switch to Frontier's 911 router/tandem for delivery to PSAPs?	The parties have agreed to provide Charter Fiberlink with the option of purchasing 911 trunks from Frontier either pursuant to the rates, terms and conditions set forth in Frontier's access tariff or pursuant to a term ( <i>i.e.</i> , 1 year, 2 year, 3 year or longer) pricing arrangement that would be described on Exhibit B to Attachment 7. Frontier, however, has failed to provide any term-based pricing to Charter Fiberlink for its review and consideration.	The 911 trunks for which Charter Fiberlink seeks cost-based pricing would not be used for interconnection with Frontier's network. Accordingly, Frontier should not be required to provide cost-based rates for such trunks.