GREENEBAUM

GREENEBAUM DOLL & MCDONALD PLLC

Holland N. McTyeire, V
Direct (502) 587-3672 Fax (502) 540-2223 E-mail hnm@gdm.com

VIA HAND DELIVERY

April 16, 2004

RECEIVED
APR 16 2004
PUBLIC SERVICE COMMISSION

Thomas M. Dorman
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, Kentucky 40601

Re: Level 3 Communications, LLC's Petition for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 for Rates, Terms, and Conditions of its Interconnection Agreement with BellSouth Telecommunications, Inc., Case No. 2004-00055

Dear Mr. Dorman:

Enclosed herewith please find for filing with the Commission the original and ten (10) copies of the Stipulation and Issues Matrix in the above styled matter.

Please do not hesitate to contact the undersigned should you have any questions concerning this filing.

Sincerely,

Holland N. McTyeire V

HNM/jh

Enclosures

cc: Amy E. Dougherty
Dorothy J. Chambers
E. Douglas Lackey
E. Earl Edenfield, Jr.
Richard E. Thayer
Victoria Mandell
Roger A. Briney

LOU:870933.1

BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION

In Re:	**Petition of**	)	
	LEVEL 3 COMMUNICATIONS, LLC	)	**Docket No. 2004-00055**
	For Arbitration Pursuant to Section	)	
	252(b) of the Communications Act of	)	
	1934, as amended by the	)	
	Telecommunications Act of 1996, for	)	
	Rates, Terms, and Conditions of its	)	
	Interconnection Agreement with	)	
	BellSouth Telecommunications, Inc.	)	

STIPULATION

Level 3 Communications, LLC ("Level 3") and BellSouth Telecommunications, Inc. ("BellSouth") by its undersigned attorneys, execute this stipulation in connection with the proceedings underway in the above-referenced docket.

WHEREAS the procedural schedule agreed by the parties for this case contemplates that the permissible nine (9) months granted the Kentucky Public Service Commission ("Commission") to act on the Petition filed on February 20, 2004 pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. § 252(b) will be exceeded; and

WHEREAS it is in the mutual interests of Level 3 and BellSouth to adhere to that schedule because of other pending arbitrations in other jurisdictions, and other pending matters before this Commission and before other commissions that regulate the operations of Level 3 and BellSouth;

NOW THEREFORE, Level 3 and BellSouth agree and stipulate that they shall take no action, either separately or in combination, either before the Federal Communications

Commission or in Federal Court, to challenge any failure by the Commission to render a decision within the nine months from the date of commencement of these proceeding and waive all rights to do so, provided the Commission renders its decision on the matters addressed in this Arbitration within 60 days of the close of hearings in this docket.

EXECUTED this _____ day of _____, 2004.

LEVEL 3 COMMUNICATIONS, LLC

By: _____
Holland N. McTyeire V

GREENEBAUM, DOLL & MCDONALD PLLC
3500 National City Tower
101 South Fifth Street
Louisville, KY 40202-3103
Telephone: (502) 589-4200
Facsimile: (502) 587-3695
E-mail: hnm@gdm.com

COUNSEL FOR LEVEL 3 COMMUNICATIONS, LLC

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Dorothy J. Chambers
General Counsel

BELLSOUTH TELECOMMUNICATIONS, INC.
601 West Chestnut Street
Louisville, Kentucky 40202
Telephone: (502) 582-8219
Facsimile: (502) 582-1573
E-mail: dorothy.chambers@bellsouth.com

COUNSEL FOR BELLSOUTH TELECOMMUNICATIONS, INC.

LOU870920(WORD)

LEVEL 3 / BELLSOUTH ARBITRATION ISSUES MATRIX

ISSUE NO.	ISSUE DESCRIPTION	LEVEL 3'S POSITION	BELLSOUTH'S POSITION
1	Is each Party required to bear financial responsibility for delivering its originating traffic to the interconnection point selected by Level 3? (Attachment 3, §§ 3.3.3, 4.3, 4.8, 7.1.2, 7.2)	Yes. Each Party is financially responsible for delivering its originating traffic to the interconnection point selected by Level 3. The FCC "rules of the road" for interconnection permit Level 3 to select a single interconnection point per LATA and require BellSouth to deliver traffic originating on its network to that interconnection point at no charge to Level 3. Similarly, Level 3 must bear the cost of delivering to the interconnection point any traffic originated by its customers. Level 3 should not have to pay for BellSouth originated traffic on two-way trunks on BellSouth's side of the interconnection point.	Each party will bear the financial responsibility for delivering its originating traffic to the interconnection point that connects each party's network to the other party's network. When ordering two-way trunks from BellSouth, Level 3 should be required to pay the Commission's approved rates for such trunks.

ISSUE NO.	ISSUE DESCRIPTION	LEVEL 3'S POSITION	BELLSOUTH'S POSITION
2	What type of inter-carrier compensation, if any, is due for the exchange of Voice over Internet Protocol (VoIP) traffic (which Level 3 describes as Enhanced Applications Traffic)? (Attachment 3, §§ 7.2, 7.2.3.2.1, 7.4.1)	Under current federal law, Enhanced Applications Traffic, such as VoIP, does not have access charges imposed upon it and thus enhanced service providers ("ESPs") do not pay access charges. ESPs are entitled to purchase from carriers such as Level 3 local access to the PSTN to originate and terminate Enhanced Application Traffic. Therefore, for purposes of intercarrier compensation, ESP customers of Level 3 are treated like any other business customer of local services. If Enhanced Applications Traffic, such as VoIP, is originated by or terminated to an ESP provider, both Level 3 and BellSouth are entitled to cost-based reciprocal compensation for terminating such traffic. This Enhanced Applications traffic, such as VoIP is subject to cost based, 251(b)(5) reciprocal compensation. BellSouth ignores federal law and seeks to impose access charges upon carriers such as Level 3 who provide interconnection services for ESP applications such as VoIP.	VoIP is currently being discussed in various outstanding FCC petitions including, but not limited to, Level 3's Forbearance Petition. Further, the FCC recently issued a ruling in the Petition for Declaratory Ruling that Pulver.com's Free World Dialup is neither telecommunications nor a telecommunications service and that the VoIP service provided in that petition is an interstate service not subject to state jurisdiction. BellSouth does not believe that the Commission is the appropriate forum to decide any issues at this time with respect to VoIP. In the event the Commission decides that this issue is ripe for arbitration in a §252 proceeding, the Commission should treat VoIP traffic like any other call for inter-carrier compensation purposes. As such, if VoIP traffic touches the Public Switched Telephone Network ("PSTN"), the traffic should be billed and treated like any other call that is carried on the PSTN (*i.e.*, interLATA and intraLATA switched access charges apply as appropriate or local inter-carrier compensation rates apply).

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3	Does the FCC's *ISP Remand Order* establish compensation for all locally-dialed (7 and 10 digit dialing) Internet Service Provider (ISP) traffic, even if the local number dialed has a virtual NXX and, if so, what is that rate? (Attachment 3, §§ 7.1.2, 7.2, 7.2.2.2)	Yes. The FCC's *ISP Remand Order* governs the intercarrier compensation regime for all locally dialed ISP-bound traffic. In its April 2001 *ISP Remand Order,* the FCC asserted exclusive jurisdiction over compensation issues related to ISP-bound traffic. For the purposes of this Agreement, the Parties have agreed that all calls within a LATA will be treated as "local" and access charges will not apply. The FCC did *not* distinguish "local" ISP-bound traffic from "non-local" ISP-bound traffic. Because the FCC has exclusive jurisdiction over locally-dialed calls to ISPs regardless of whether the ISP has equipment in the LATA, the Commission should adopt Level 3's position and apply the FCC's compensation regime to all locally-dialed ISP-bound traffic. The FCC's *ISP Remand Order* (paragraph 34) specifically repudiates the distinction between "local" and "non-local" ISP bound traffic, "We also refrain from generally describing traffic as 'local' traffic because the term 'local', not being a statutorily defined category, is particularly susceptible to varying meanings, and significantly, is not a term used in section 251 (b) (5) or section 251 (g).	Yes. Compensation for ISP traffic has been litigated thoroughly by both state commissions and the FCC. More importantly, the FCC has specifically addressed compensation for this traffic in its *ISP Remand Order* which still governs the compensation between LECs for ISP traffic. The FCC's *ISP Remand Order* (paragraph 13) specifically addresses the issue raised by Level 3 and defines ISP traffic as "delivery of calls from one LEC's end-user customer to an ISP in the same local calling area that is served by a competing LEC."

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4	What rate for ISP Traffic should apply, if any, under the Parties' January 1, 2001 Interconnection Agreement, including any amendments thereto, beginning January 1, 2004?	Pursuant to the Amendment to the Parties' existing interconnection agreement, executed on December 24, 2003 ("Amendment"), the intercarrier compensation rate for ISP-bound traffic is $0.001 per MOU commencing on January 1, 2004 until the effective date of a subsequent agreement entered into by the Parties. Section 3 of the Amendment provides that except for provisions that were expressly modified in the Amendment, such as the collocation provisions, "[a]ll other provisions of the Agreement, dated January 1, 2001, shall remain in full force and effect." The Parties agreed in the Amendment that the terms of the Parties' existing agreement that were not modified by the Amendment, including the terms regarding intercarrier compensation, would remain in effect until the effective date of a subsequent agreement. Thus, the intercarrier compensation rate for ISP-bound traffic and Local Traffic from January 1, 2004 until the effective date of a subsequent agreement (the "Evergreen Period") is $0.001 per MOU as established in Sections 5.1.2 and 5.1.3 of the Agreement.	This issue is not appropriate for a §252 arbitration as Level 3 seeks relief and or an advisory opinion under the terms of the *prior* Interconnection Agreement. To the extent the Commission decides to address this issue, either bill-and-keep or $0.0007, with growth caps continued and effective on ISP traffic from the initial 2001 caps, would be the appropriate rate.

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5	Does the FCC's *ISP Remand Order* impose a growth cap on the total Minutes of Use (MOU) of ISP Traffic for which inter-carrier compensation is due for the year 2004 and subsequent years? (Attachment 3, §§ 7.2.2, 7.2.2.2)	No. Although, the FCC's *ISP Remand Order* establishes a growth cap on the total MOU of ISP-bound traffic for which intercarrier compensation is due for 2001, 2002, and 2003, the *ISP Remand Order* on its face does not set a growth cap for 2004. Accordingly, there is no cap on the ISP-bound traffic MOU that are subject to intercarrier compensation under the FCC's regime in 2004 and subsequent years. Intercarrier compensation is due for all ISP-bound traffic MOU terminated by a Party in year 2004 and subsequent years. In the *ISP Remand Order*, the FCC asserted exclusive jurisdiction over compensation issues related to ISP- bound traffic on a going forward basis.	Yes. The FCC's *ISP Remand Order* sets forth 10% growth caps for usage during years 2001 and 2002. The caps are then left at a ceiling equal to year 2002 growth in order to ensure that growth does not undermine the FCC's goal of limiting inter-carrier compensation and beginning a transition toward bill-and-keep.

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6	Where a Party provides elements of its own SS7 network (or leases elements from a third party provider), can the other Party charge for SS7 signal messages and, if so, at what rate? (Attachment 3, § 5.2)	No. SS7 Integrated Services Digital Network User Part ("ISUP") messages are an integral part of call set-up and switching functionality. BellSouth's separate SS7 message charge should be rejected as anti-competitive because it shifts some of BellSouth's costs to its competitors, imposes unnecessary costs on its competitors, and violates rules mandating that the originating Party bears financial responsibility for delivering its traffic to the interconnection point. Under standard industry practice, SS7 ISUP message costs have been recovered through the intercarrier compensation rate applicable to traffic of a particular jurisdiction. For example, reciprocal compensation rates typically include a switching component that is intended to recover SS7 ISUP messaging cost and other costs for Section 251(b)(5) traffic. Likewise, intrastate access charges typically have compensated LECs for the SS7 message costs and other costs associated with intraLATA toll traffic. Level 3's proposed language provides for intercarrier compensation for all forms of traffic exchanged between the Parties such that separate compensation for SS7 messages is unnecessary. BellSouth has not justified a departure from this standard industry practice.	Yes. BellSouth should be compensated for Level 3's use of BellSouth's CCS7 network for non-local intrastate calls pursuant to BellSouth's Intrastate CCS7 Access Tariff. Such tariffs were filed and approved by the Commission.
7	Should BellSouth establish standard processes and rates for all routine network modifications, including at a minimum those routine network modifications listed in the FCC's *Triennial Review Order* that BellSouth performs for any carrier or itself?	RESOLVED	RESOLVED

ISSUE NO.	ISSUE DESCRIPTION	LEVEL 3'S POSITION	BELLSOUTH'S POSITION
8	Should Level 3 be required to bring all non-billing disputes solely to the Commission for resolution or should other competent forums remain available?	RESOLVED	RESOLVED
9	If Level 3 consists of two or more separate affiliates, should each of those affiliates be jointly and severally liable for obligations under the Agreement if the affiliate(s) will not provide services and will not order any services under the interconnection agreement?	RESOLVED	RESOLVED
10(a)	Should the Agreement provide that it is "indivisible and non-severable" such that all of the provisions of the Agreement must be valid or the entire Agreement is invalid? (GT&C, § 16)	No. The provisions of the Agreement should be severable. If a provision is found to be invalid, then the remaining provisions should not be affected by the holding of invalidity. Especially in this rapidly changing regulatory environment, the provisions of the Agreement should be severable. If a provision is found to be invalid, then the remaining provisions should not be affected by the holding of invalidity, provided that the Parties attempt to reformulate the invalid provisions to give effect to such portions thereof as may be valid without defeating the intention of the provision. Under BellSouth's proposed language, however, such a change in law would invalidate the entire Agreement and waste the enormous resources the Parties, and potentially the Commission as well, invested in establishing the Agreement in the first instance. Level 3's position is more reasonable in that it seeks to conserve resources by preserving the validity of the terms that are not implicated and the overall validity of the Agreement, while forcing the Parties to negotiate to address any invalidity or change in law under sections 14.3 and 16 of the Agreement.	Yes. The Interconnection Agreement is negotiated in separate attachments that govern the various rates, terms, and conditions for the services and products offered under the Agreement, all of which are referenced and governed by the general terms and conditions of the Agreement. Therefore, no one attachment is a separate agreement and should be considered a part of the whole and not severable from the remainder of the Agreement. However, if a section or attachment of the Agreement becomes unlawful by its terms, then that section or attachment can be amended, by mutual consent of the Parties, to make it lawful.

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10(b)	How does severability impact adoptions under §252(i) of the 1996 Act. (GT&C, § 16)	BellSouth's proposed language is inconsistent with federal law because it seeks to undermine Section 252(i) of the Act and FCC Rules 51.809(a)-(c) by precluding other requesting carriers from exercising their "pick-and-choose" rights to adopt portions of the Agreement. The FCC's "pick-and-choose" rule provides that ILECs must permit third party requesting carriers to obtain access "without unreasonable delay" to "any *individual* interconnection service, or network element arrangement contained in any agreement to which [the ILEC] is a party that is approved by a state commission pursuant to section 252 of the Act."	Severability does not impact adoptions under §252(i) and FCC Rule 51.809.
11	Are BellSouth's deposit policies discriminatory or anticompetitive? (Attachment 7, §§ 1.8, 1.8.1, 1.8.2, 1.8.3, 1.8.4, 1.8.5)	Yes. The deposit policies proposed by BellSouth are unwarranted and overreaching, providing BellSouth with ample opportunity to engage in discriminatory and anticompetitive behavior to Level 3's detriment. BellSouth seeks unilateral discretion to increase, with no limit, Level 3's security deposit and to terminate service if Level 3 fails to meet BellSouth's demands. Such unilateral discretion has already been reviewed by the FCC and found unwarranted, unreasonable, and unjust.	No. BellSouth's deposit policies are neither discriminatory nor anti-competitive. BellSouth's deposit policies are consistent with sound business practices and are at parity among CLECs and with BellSouth's retail deposit policies.
12	(GT-1) When a definition in the Agreement is modified as a result of a change in the law, should the definition be deemed amended automatically, or should the Parties follow the change of law provisions in modifying the Agreement?	RESOLVED	RESOLVED
13	(1-1) What language, if any, should govern the use of Customer Proprietary Network Information (CPNI)?	RESOLVED	RESOLVED

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14	(1-2) Does either Party have a proprietary right in a telephone number and, if so, is that right reciprocal?	RESOLVED	RESOLVED
15	(1-3) Should BellSouth be permitted a reservation of rights to change a telephone number when BellSouth deems it necessary?	RESOLVED	RESOLVED
16	(1-4) What language should apply, if any, to the unauthorized use of resold services?	RESOLVED	RESOLVED
17	(1-5) What restrictions should apply, if any, to the Parties marketing of customers during a service call.	RESOLVED	RESOLVED
18	(2-1) In the event the FCC, a court of competent jurisdiction, or Commission determines that BellSouth is no longer required to provide a specific UNE, what transition period or process, if any, should apply before BellSouth can rearrange or disconnect an affected service?	RESOLVED	RESOLVED
19	(2-2) In the event of a conflict between laws, which law controls?	RESOLVED	RESOLVED
20	(2-3) Is BellSouth obligated to provide access to loops in fiber-to-the-home (FTTH) overbuild areas and, if so, should BellSouth's standard provisioning intervals apply? (Attachment 2, § 2.1.1.4)	BellSouth should provide access to Loop orders in an FTTH overbuild area according to BellSouth's standard Loop provisioning interval.	The Act and FCC Rules, as amended by the TRO speak for themselves. BellSouth has implemented the TRO with respect to FTTH overbuilds and in doing so, BellSouth is not obligated to provide unbundled access pursuant to Section 251 to certain elements in an FTTH overbuild situation. For those same reasons, standard provisioning intervals should not apply and the Parties should negotiate a provisioning interval based on the specific circumstances of the project.
21	(2-4) Is BellSouth obligated to provide access to loop test points for UNEs on a non-discriminatory basis?	RESOLVED	RESOLVED
22	(2-5) Is BellSouth obligated to provide unbundled DS3 transport over fiber-optic facilities?	RESOLVED	RESOLVED

ISSUE NO.	ISSUE DESCRIPTION	LEVEL 3'S POSITION	BELLSOUTH'S POSITION
23	(2-6) Should the rates charged by BellSouth for performing line conditioning be cost-based under Section 252(d)(1) of the Act? (Attachment 2, § 2.5.1, 2.5.4)	Level 3 requests that BellSouth agree that to the extent BellSouth seeks to recover the costs of line conditioning from CLECs, all rates shall conform to Section 252(d)(1) of the Act and FCC rule 51.507(e).	Any copper loop being ordered by a CLEC that has over 6,000 feet of combined bridged tap will be modified, upon request from the CLEC, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to CLEC. Line conditioning requests for the removal of bridged tap on a copper loop, where the removal serves no network design purpose and 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 Attachment 2. A CLEC may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet that 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. To the extent that BellSouth is not required to perform the requested line conditioning, the applicable rates should not be subject to this arbitration as the service is not a §251 requirement.
24	(2-7) Is BellSouth required to remove load coils on copper loops or sub-loops that are more than 18,000 feet from BellSouth's central office?	RESOLVED	RESOLVED
25	(2-8) Should the rates charged by BellSouth for removing bridged tap be cost-based under Section 252(d)(1) of the Act?	COMBINED WITH ISSUE 23	COMBINED WITH ISSUE 23
26(a)	(2-9) What are the Parties' obligations regarding unbundled sub-loops in multi-tenant environments and multi-unit premises?	RESOLVED	RESOLVED

ISSUE NO.	ISSUE DESCRIPTION	LEVEL 3'S POSITION	BELLSOUTH'S POSITION
26(b)	(2-9) What are the Parties' obligations regarding unbundled intra-building cabling in multi-tenant environments and multi-unit premises?	RESOLVED	RESOLVED
27	(2-10) Is BellSouth obligated to provide unbundled access to network terminating wire and, if so, is that obligation reciprocal?	RESOLVED	RESOLVED
28(a)	(2-11) What limits, if any, should be placed on the amount of dark fiber loops that BellSouth can reserve for its own use?	RESOLVED	RESOLVED
28(b)	(2-11) What limits, if any, should be placed on the amount of dark fiber transport that BellSouth can reserve for its own use?	RESOLVED	RESOLVED
29	(2-12) Should a dispute regarding whether Level 3's advanced services equipment significantly degrades other services be resolved in accordance with governing FCC rules, including rule 51.233?	RESOLVED	RESOLVED
30	(2-13) In the event an audit reveals Level 3's enhanced extended links (EELs) are in non-compliance with the Agreement, is Level 3 responsible for the total cost associated with the audit?	RESOLVED	RESOLVED
31	(2-14) Are all network elements provided under the terms of the Agreement subject to the pricing standards of §252(d)(1) of the 1996 Act? (Attachment 2, §§ 5.4.1, 5.4.2)	The rates imposed by BellSouth for unbundled network elements made available pursuant to the Agreement and state and federal law should be consistent with Section 251(d)(1) of the Act.	All services provided under this Agreement are pursuant to the rates, terms, and conditions in this Agreement. Level 3's requested language is overly broad and could be read to imply that rates for elements provided are deemed automatically changed if a state commission issues new rates on services pursuant to §252(d)(1) of the 1996 Act.
32	(2-15) Is BellSouth required to terminate its dedicated transport facilities to a reverse collocation arrangement within the same LATA?	RESOLVED	RESOLVED

ISSUE NO.	ISSUE DESCRIPTION	LEVEL 3'S POSITION	BELLSOUTH'S POSITION
33	(2-16) Should BellSouth be required to provide Level 3 with information in addition to the rejection notice when BellSouth rejects an order from Level 3 for dark fiber transport and, if so, what additional information should BellSouth be required to provide?	RESOLVED	RESOLVED
34	(2-17) Is BellSouth required to provide non-discriminatory access to its 911 and E911 databases on an unbundled basis?	RESOLVED	RESOLVED
35	(3-1) Should the language regarding Level 3's routing of Toll Free calls be reciprocal?	RESOLVED	RESOLVED
36	(7-1) What requirements should apply when Level 3 establishes a Master Account? (Attachment 7, § 1.2)	Level 3's proposed language sets firm dates for the receipt of information from BellSouth concerning account setup in order to avoid unnecessary and anticompetitive delay.	The requirements to establish a Master Account are outlined in the CLEC Start-Up Guide, which has been provided to Level 3. This guide sets forth the CLECs' requirements for establishing a Master Account in a non-discriminatory manner. Level 3 should be required the same procedures as all other CLECs.
37(a)	(7-2) Should Level 3 be required to pay BellSouth both disputed and non-disputed charges, even in those instances where Level 3 disputes charges?	RESOLVED	RESOLVED
37(b)	(7-2) Should language regarding payment responsibilities be reciprocal?	RESOLVED	RESOLVED
38	(7-3) Should language regarding verification of tax exemption status be reciprocal?	RESOLVED	RESOLVED
39(a)	(7-4) What rates apply to late payments under the Agreement and do those charges apply only to undisputed portions of the bill?	RESOLVED	RESOLVED
39(b)	(7-4) Should language regarding late payments under the Agreement be reciprocal?	RESOLVED	RESOLVED

ISSUE NO.	ISSUE DESCRIPTION	LEVEL 3'S POSITION	BELLSOUTH'S POSITION
40	(7-5) Is BellSouth entitled to terminate or suspend, without prior notice and an opportunity to cure, Level 3's service for improper or illegal use of BellSouth's facilities? (Attachment 7, § 1.7.1)	The conditions under which BellSouth could suspend or terminate service to Level 3 and its customers are nebulous and undefined and such suspension or termination could cause Level 3 and its customers irreparable harm. BellSouth wants to be able to terminate service to Level 3 for any violation or non-compliance with the rules and regulations of BellSouth's tariffs. This termination right is not modified by any materiality standard. This vague, broad termination right is contrary to the public interest. Level 3 proposes a number of revisions that would restrict BellSouth's ability to suspend or terminate service to Level 3. First, Level 3 proposes that BellSouth provide a minimum of 7 days' prior written notice before suspending or disconnecting service for any violation or non-compliance with the rules and regulations of BellSouth's tariffs or for any alleged improper or illegal use of BellSouth's facilities. Second, Level 3's language allows for cure within the 7-day notice period allowing Level 3 to avoid suspension or disconnection. It is unreasonable, anti-competitive, and potentially dangerous for BellSouth to have the right to suspend or terminate all, or any part of a service that it is providing to Level 3 and its customers.	Each Party should have the right to suspend or terminate service in the event it believes the other party is engaging in improper or illegal use of the other Parties facilities. Given the nature of the abuse (improper or illegal use) the suspension should be immediate.
41(a)	(7-6) How much notice is BellSouth required to give Level 3 when BellSouth is suspending, or terminating, Level 3's service for non-payment and under what circumstances, if any, can Level 3 avoid suspension, or termination, once such notice is given?	RESOLVED	RESOLVED
41(b)	(7-6) After BellSouth rejects a billing dispute made by Level 3, can BellSouth suspend Level 3's service for Level 3's failure to pay the disputed amounts?	RESOLVED	RESOLVED

ISSUE NO.	ISSUE DESCRIPTION	LEVEL 3'S POSITION	BELLSOUTH'S POSITION
42	(7-7) Can a Party withhold disputed amounts during the pendency of a dispute, even after the dispute has been rejected by the other Party, and, if so, is the Party absolved of any late payment charges if the dispute is ultimately resolved in that Party's favor?	RESOLVED	RESOLVED
43	(7-8) What rates apply to late payment charges under the Agreement and can a Party assess interest on those late charges or on disputed amounts resolved in that Party's favor?	RESOLVED	RESOLVED
44	(7-9) What timeframe should apply to a Party providing information necessary to establish a unique hosted RAO code?	RESOLVED	RESOLVED
45	(7-10) Is BellSouth required to process the conforming portion of EMI data in the event some of the data cannot be processed due to uncorrectable errors?	RESOLVED	RESOLVED
46	(7-11) Under what circumstances, if any, should BellSouth be required to assist Level 3 in determining the source of error messages on usage files?	RESOLVED	RESOLVED
47	(11-1) Is the bona fide request (BFR) process required if BellSouth has provided or is required to provide a network element, interconnection option, or service option not covered under the agreement and is BellSouth required to utilize previous BFR information to expedite a response to a BFR? (Attachment 11, §§ 1.1, 1.1.1, 1.1.2, 1.2, 1.9)	When through FCC or Commission generic orders or prior provisioning, BellSouth is required to offer various network elements and options that are not already covered in this Agreement. BellSouth should be required to use information on previous BFRs to expedite the process and reduce costs related to Development Rates or Complex Evaluation Fees. Additionally, Level 3's proposed language ensures that BellSouth understands the BFR that Level 3 has submitted and informs Level 3 if similar requests have been submitted by other parties.	Yes. A BFR is to be used when Level 3 makes a request of BellSouth to provide a new or modified UNE, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. Depending on the circumstances, prior BFR information may, or may not, be used.

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48	(11-2) Is BellSouth required to confer with Level 3 on a BFR submission and inform Level 3 of prior, similar BFR requests? (Attachment 11, § 1.3)	Level 3 shall not be required to reinvent the wheel for UNEs and arrangements that have already successfully gone through the BFR process. The Level 3 proposed language would only require BellSouth to inform Level 3 of the existence of any similar BFRs made by other parties.	BellSouth has absolutely no objection to meeting with Level 3 regarding any BFR submission by Level 3. However, other CLEC's BFR submissions are proprietary (and possibly CPNI), thus BellSouth will not discuss that information with Level 3. That said, a BFR request by another CLEC that results in a service being offered to that CLEC will generally be made a part of the BellSouth/CLEC interconnection agreement (usually as an amendment). Thus, the rates, terms, and conditions are filed with the Commission and available publicly for review by Level 3. Thus Level 3's proposal is improper and unnecessary.
49	(11-3) If BellSouth has provided or is required to provide a network element, interconnection option, or service option not available under this Agreement, may BellSouth provide a preliminary analysis and, if so, how much time does BellSouth have to provide said preliminary analysis?	RESOLVED	RESOLVED

ISSUE NO.	ISSUE DESCRIPTION	LEVEL 3'S POSITION	BELLSOUTH'S POSITION
50	(11-4) Under what circumstances will BellSouth provide a firm rate and implementation plan to Level 3 regarding a BFR? (Attachment 11, § 1.9)	Level 3's proposal language in Attachment 11, §1.12, reserves Level 3's rights to pursue dispute resolution in accordance with the Agreement on any aspect of the BFR, including costs. Level 3 also proposed language guaranteeing that BellSouth will process a BFR regardless of a dispute.	If BellSouth has performed a preliminary analysis in accordance with the terms of the agreement, BellSouth shall propose a firm rate and implementation plan to Level 3 within ten (10) business days of receipt of Level 3's acceptance of the preliminary analysis for a network element, interconnection option or service option that is operational at the time of the request; within thirty (30) business days of receipt of Level 3's acceptance of the preliminary analysis for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of Level 3's acceptance of the preliminary analysis for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. If a preliminary analysis was not appropriate pursuant to the terms of the attachment, such timeframes above shall be from the receipt of an accurate BFR application instead of from Level 3's acceptance of the preliminary analysis.
51	(11-5) Do the dispute resolution procedures in the Agreement apply to the BFR process or BFR results and, if so, is BellSouth required to continue processing a BFR during the pendancy of such a dispute?	RESOLVED	RESOLVED