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November 4, 2005

DELIVERED BY HAND

Mr. Reece McAlister
Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, Georgia 30334-5701

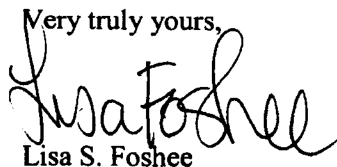
Re: *Generic Proceeding to Examine Issues Related to BellSouth's Obligations to Provide Unbundled Network Elements*; Docket No. 19341-U

Dear Mr. McAlister:

Please find enclosed an original and sixteen (16) copies of the Joint Issues Matrix with Parties' Positions for filing in the above-referenced proceeding. I would appreciate your returning the one (1) extra copy stamped "filed" in the enclosed self-addressed and stamped envelope.

Thank you for your assistance in this matter.

Very truly yours,



Lisa S. Foshee

LSF:nvd
Enclosures

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CERTIFICATE OF SERVICE
Docket No. 19341-U

This is to certify that on this 4th day of November 2005, I served a copy of the forgoing, upon known parties of record, via electronic mail as follows:

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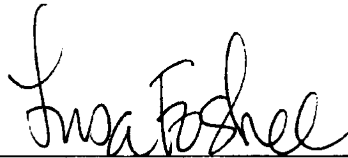
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	ISSUE DESCRIPTION	BELLSOUTH POSITION	COMPSOUTH POSITION	XO POSITION[1]	OTHER CLEC POSITION
2	**TRRO / FINAL RULES:** What is the appropriate language to implement the FCC's transition plan for (1) switching, (2) high capacity loops and (3) dedicated transport as detailed in the FCC's Triennial Review Remand Order ("TRRO"), issued February 4, 2005?	Switching For the embedded base of local switching, CLECs should submit orders by 10/1/05 or as soon as possible to convert or disconnect their embedded base of UNE-P or standalone local switching. This will give BellSouth time to work with each CLEC to ensure all embedded base elements are identified, negotiate project timelines, issue and process service orders, update billing records, and perform all necessary cutovers. If a CLEC fails to submit orders to convert UNE-P lines to alternative arrangements in a timeframe that allows the orders to be completed by 3/10/06, BellSouth will convert remaining UNE-P lines to the resale equivalent no later than 3/11/06. For any remaining stand-alone switch ports, BellSouth will disconnect these arrangements no later than 3/11/06, as there is no other tariff or wholesale alternative for stand-alone switch ports. High Capacity Loops and Dedicated Transport For unimpaired wire centers where the	CompSouth's proposed contract language (provided in full as Exhibit JPG-1 to the testimony of CompSouth witness Joseph Gillan) implements the changes in BellSouth's obligations to provide loops, transport, switching, and dark fiber UNEs pursuant to Section 251(c)(3) obligations. CompSouth's contract language proposals also provide for availability of Section 271 checklist elements that must remain available even where Section 251(c)(3) UNEs have been "de-listed" by the FCC. Existing interconnection agreements ("ICAs") should be amended to incorporate Section 271 checklist items that will, in many cases, provide the wholesale service that will replace Section 251(c)(3) network elements. CompSouth's proposed contract language facilitates the completion of the transition plan as contemplated by the FCC in the TRRO. CLECs are entitled to transition rates for any UNEs that are "de-listed" until March 10, 2006. BellSouth's contract proposals would force CLECs	CLECs are entitled to pay transition rates (115% of June 15, 2004 rates) for delisted UNEs from March 11, 2005 through March 10, 2006 (September 10, 2006 for Dark Fiber), regardless of when they are transitioned to wholesale services. CLECs should pay Commission-approved TELRIC UNE disconnect fees only for delisted UNEs that they choose to disconnect, and a Commission approved "switch as is" rate for conversions/bill changes only. As long as CLECs pay transition rates through March 10, 2006 (or September 10, 2006 for Dark Fiber), they may be required to place orders for conversion to wholesale services a reasonable time prior to March 10, 2006 (September 10, 2006 for Dark Fiber); otherwise, they should not be required to place conversion orders prior to March 10, 2006 (September 10, 2006 for Dark Fiber). CLECs should not be required to place orders for disconnection of delisted	**Cbeyond's position:** Cbeyond concurs in the CompSouth position.

[1] Unlike other parties to the docket, XO did not submit proposed language with its pre-filed testimony, as language proposals are NOT evidence. Rather, XO requests that, similar to other ICA arbitrations, the Commission first rule on the issues, and, if filed language exists consistent with such ruling, it should be adopted. (In fact, XO has supporting certain language filings in this docket.) If, however, such language properly implementing the Commission's decision on the merits has not yet been filed, THEN the Commission, as in all other ICA arbitrations, should allow the filing of either agreed language or additional language proposals by the Parties. To ultimately rule by simply adopting a language proposal that was crafted even before the hearing on the merits, rather than crafting or adopting language to implement the ruling on the merits after such hearing, falls fall short of providing due process to all Parties, and renders the hearing process and consideration of the testimony and evidence presented therein meaningless.

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		FCC's competitive thresholds are met or impaired wire centers where the FCC's caps apply, CLECs should submit spreadsheets by 12/9/05 or as soon as possible identifying the embedded base and excess DS1 and DS3 loops and transport circuits to be disconnected or converted to other BellSouth services (BellSouth and other active parties have agreed that the DS1 transport cap applies to routes for which there is no unbundling obligation for DS3 transport, but for which impairment exists for DS1 transport). The wire centers that satisfy the FCC's impairment tests are those identified in Ms. Tipton's testimony, and the Commission should require CLECs to convert their de-listed high capacity loops and transport facilities in these wire centers to alternative serving arrangements. The Commission should also reject any CLEC attempts to improperly recalculate business line counts, reject CLECs' unsupported fiber-based collocation language, and reject CLECs' arguments concerning counting AT&T and SBC as one company. If a CLEC does not provide notice in a timely manner to accomplish orderly conversions by 3/10/06, BellSouth will convert any remaining embedded or excess high capacity loops and interoffice transport to the corresponding tariff service offerings. Dark Fiber CLECs should submit spreadsheets to	off the transition pricing plan well before the end of the FCC-mandated transition period (and before meaningful Section 271 alternatives are made available). CompSouth is willing to work cooperatively with BellSouth to ensure that circuits subject to the transition off Section 251(c)(3) UNEs are processed efficiently. In no circumstances should CLEC cooperation with BellSouth to ensure an orderly transition result in CLECs' being forced to pay higher rates than the FCC authorized during the transition period. The Commission should find that BellSouth is entitled to apply transition rates for delisted UNEs retroactively to March 11, 2005, only to the extent it makes EEL eligibility criteria, commingling and conversion rights effective retroactively to the same date.	UNEs prior to March 10, 2006 (September 10, 2006 for Dark Fiber). In no circumstances should CLEC cooperation with BellSouth to ensure an orderly transition result in CLECs' being forced to pay higher rates than the FCC authorized during the transition period. XO supports CompSouth's argument that the Commission should find that BellSouth is entitled to apply transition rates for delisted UNEs retroactively to March 11, 2005, only to the extent it makes EEL eligibility criteria, commingling and conversion rights effective retroactively, at least to the same date (if not back to the date of the TRO). XO also agrees that 271 elements, and commingling of 271 elements with 251 UNEs should be included in ICAs	

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		identify their embedded base dark fiber to be either disconnected or converted to other services by 6/10/06. If CLECs do not submit orders in a timely manner so that conversions can be completed by 9/11/06, BellSouth will convert any remaining dark fiber loops or embedded base dark fiber transport to corresponding tariff service offerings. The appropriate language also includes the following: • The transition period applies only to the embedded base of UNE arrangements and does not permit CLECs to add new UNE-Ps, high capacity loops, high capacity transport, or UNE entrance facilities • The transition process must begin and end within the transition period and may not be extended to some later date • The transition rate is the rate the CLEC paid for the element or combination of elements on June 15, 2004, plus the FCC's prescribed transitional additive for that particular element. For UNE switching, the additive is $1.00. For UNE high capacity loops and transport, the additive is 15% of the rate paid (i.e., a rate equal to 115% of the rate paid as of June 15, 2004). • Transition period pricing applies for each de-listed UNE retroactively to March 11, 2005. Facilities no longer subject to unbundling shall be subject			

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		to true-up to the applicable transition rate upon amendment of the interconnection agreements as part of the applicable change of law process. • The transition rates will not go into effect without a contract amendment but once the agreement is amended, the transition rate must be trued-up to the March 11, 2005 transition period start date. • The transition rates apply only while the CLEC is leasing the de-listed element from BellSouth during the transition period. Once the de-listed UNE is converted to an alternative service, the CLEC will be billed the applicable rates for that alternative service going forward.			
3	**TRRO / FINAL RULES:** a) How should existing ICAs be modified to address BellSouth's obligation to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations? b) What is the appropriate way to implement in new	(a) and (b) Network elements that are no longer required to be unbundled pursuant to Section 251(c)(3) must be removed from existing interconnection agreements, subject to the appropriate transition language, and should not be included in new agreements. The appropriate contract language, whether in amendments to existing interconnection agreements or in new agreements that reflect the results of this docket, should be promptly executed following the conclusion of this proceeding so that transitions are completed by March 10, 2006.	(a) The Commission's decisions in this proceeding should form the basis for ICA amendments implementing changes in BellSouth's unbundling obligations. Except to the extent parties agree otherwise,* ICA amendments should be completed in a timely manner after the conclusion of this proceeding. Existing ICAs should only be modified, however, regarding disputed issues that are within the scope of this proceeding. If an issue covered by an existing ICA is not in dispute in this proceeding (or was not even affected by the FCC's TRO or TRRO rulings), then the current contract language addressing that issue should not	XO concurs in CompSouth's position as stated.	**<u>Cbeyond's position</u>:** (a) **Cbeyond** has an agreement with BellSouth not to amend its existing interconnection agreements to incorporate changes of law stemming from the *TRRO*. Otherwise, Cbeyond concurs in CompSouth's position statement. (b) **Cbeyond** has an agreement with BellSouth to incorporate changes of law stemming from the *TRRO* into its newly arbitrated

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	agreements pending in arbitration any modifications to BellSouth's obligations to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?		be affected by the decisions in this proceeding. CompSouth is troubled that BellSouth has filed, along with its testimony in this proceeding, an entirely new ICA Attachment 2 regarding its unbundling obligations. BellSouth's proposed new Attachment 2 addresses issues related to the TRO and TRRO that are *not disputed* in this proceeding (e.g., EELs eligibility criteria). In addition, BellSouth's proposal includes contract language on many issues that were not affected in any way by the recent changes in law arising from the TRO and TRRO (e.g., white pages directory listings and intercarrier compensation). CompSouth urges the Commission not to adopt any part of BellSouth's proposed new Attachment 2 and to reject entirely consideration of those that are unrelated to the disputed issues in this case. Rather, BellSouth must specifically identify those portions of its Attachment 2 that apply directly to the issues in this proceeding, and, to the extent the Commission agrees with BellSouth's position, only the specified contract language should be included in ICA amendments. * NuVox and Xspedius have an agreement with BellSouth not to amend their existing interconnection agreements to incorporate changes of law stemming		interconnection agreements by folding the results of this proceeding back into its arbitration and the arbitrated interconnection agreement that results therefrom. Otherwise, Cbeyond concurs in CompSouth's position statement.

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			from the *TRRO*. (b) The appropriate way to implement in new agreements pending in arbitration modifications arising from this proceeding would depend on how the parties to the arbitration have treated the issue. If the issue resolved in this case is an unresolved disputed issue in a pending arbitration, the Commission's ruling in this case should govern the resolution of the arbitration. If the issue resolved in this case is *not* an unresolved disputed issue in a pending arbitration, and the parties to the arbitration have agreed that they will abide by their negotiated resolutions notwithstanding the results in this case, those resolutions should be honored. On the other hand, absent such a specific agreement, either party to the arbitration should be able to invoke the change of law provisions of the interconnection agreement once the agreement is approved by the Commission. That approach would enable the parties to adopt the new rulings by this Commission in an orderly manner consistent with any specific agreements they may have concerning how those rulings should be addressed. NuVox and Xspedius have an agreement with BellSouth to incorporate changes of law stemming from the *TRRO* into their newly arbitrated interconnection		

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			agreements by folding the results of this proceeding back into their arbitrations and the arbitrated interconnection agreements that result therefrom.		
4	**TRRO / FINAL RULES:** What is the appropriate language to implement BellSouth's obligation to provide Section 251 unbundled access to high capacity loops and dedicated transport and how should the following terms be defined? (i) Business Line (ii) Fiber-Based Collocation (iii) Building (iv) Route (v) Is a CLEC entitled to obtain DS3 transport from a Tier 3 wire center to each of two or more Tier 1 or Tier 2 wire centers? (Digital Agent Issue 17) (vi) Is a CLEC entitled to obtain dark fiber transport from a Tier 3 wire center to each of	BellSouth has a continuing obligation to offer Section 251 access to high capacity loops and transport except as set forth below: Loops • BellSouth is not obligated to provide Section 251 unbundled access to DS1 loops to buildings that are served out of wire centers containing at least 60,000 business lines and 4 or more fiber-based collocators. • BellSouth is not obligated to provide Section 251 unbundled access to DS3 loops to buildings that are served out of wire centers containing at least 38,000 business lines and 4 or more fiber-based collocators. • In the wire centers in which BellSouth has a Section 251 unbundling obligation, CLECs may only obtain unbundled access to 10 DS1 loops to any one building and 1 DS3 loop to any one building. • BellSouth is not obligated to provide Section 251 unbundled access to dark fiber loops. Transport • BellSouth is not obligated to provide Section 251 unbundled access to DS3 or dark fiber transport on routes containing at least 24,000 business lines or 3 fiber based	(i) – (ii) CompSouth has proposed contract language that faithfully implements the FCC's decisions regarding availability of high capacity loops and dedicated transport UNEs. CompSouth' differences with BellSouth are not focused so much on the appropriate definitions of the terms used in the TRRO, but on how those definitions are applied. In summary, CompSouth recommends that the FCC's definitions be read and applied in their entirety and that potentially contradictory parts of such definitions be applied in a way that harmonizes the various provisions that comprise the definition. BellSouth's positions, by contrast, pull out and highlight particular provisions of certain definitions in a way that distorts the overall meaning of the FCC's definition. BellSouth's approach consistently leads to more non-impairment in more locations than is justified by the plain terms of the TRRO. For example, when BellSouth applies the appropriate test to determine whether DS1 access must be offered as a UNE under Section 251(c)(3) – i.e., when it classifies its wire centers according to the	XO concurs in CompSouth's position for (i), (ii), and (iiii). For (iv), (v), and (vi), XO asserts that there is an issue that needs to be clarified. While the parties agree on the basic definition of a "route," the issue raised by Digital Agent in (v) and (vi) seeks a ruling that BellSouth may not deny access to an impaired route simply because that route "might be" put together with another route to improperly replicate a nonimpaired route. XO proposes that, in addition to defining route, the Commission should address the limitation of a CLEC to cross connect two nonimpaired routes to replicate an impaired route, in order to address this issue. XO proposes: a. A route is defined as a transmission path between one (1) of BellSouth's wire centers or switches and another of BellSouth's wire centers of switches. A route between two (2) points may pass through (1) or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.	<u>**Cbeyond's position**</u>: The definitions of "Building" and "Fiber-Based Collocator" set forth in the Agreement must expressly exclude facilities that do not satisfy the definitions of the same under 47 C.F.R. Section 51.5. For example, consistent with the text of the FCC's rule, the Commission should adopt contract language that expressly excludes from BellSouth's "business line" counts non-switched special access lines, and access lines that do not connect end user customers with ILEC end offices for the purpose of providing switched services. Cbeyond also has proposed contract language that, consistent with the FCC's orders, establishes a proxy for counting Centrex lines that do not establish a one-to-one connection between an end user business customer and the public switched telephone network (PSTN).

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	two or more Tier 1 or Tier 2 wire centers? (Digital Agent Issue 18)	collocators. For routes between all other wire centers (and not those contemplated in the preceding sentence) a CLEC may only obtain unbundled access to 12 DS3 dedicated transport circuits on such routes. On routes for which there is no unbundling obligation for DS3 transport, but for which impairment exists for DS1 transport, CLECs may only obtain unbundled access to 10 DS1 dedicated transport circuits on such routes. • BellSouth is not obligated to provide Section 251 unbundled access to DS1 transport on routes between wire centers with at least 38,000 business lines or 4 fiber-based collocators. <u>Definitions</u> For the purposes of implementing the FCC's non-impairment thresholds, the following definitions should apply: "Business line" is defined by the FCC in 47 C.F.R. Section 51.5. "Building" should be defined from the perspective of a reasonable person – if a reasonable person believes a structure is a building, then it is a building. For example, a multi-tenant building is one building regardless of the number of tenants that work or live in that building. "Fiber-based collocator" is defined by the FCC in 47 C.F.R. Section 51.5. "Route" is defined by the FCC in 47 C.F.R.	number of business lines and fiber-based collocators – it improperly inflates the business line count by including lines used to provide data services and serve residential customers. Similarly, BellSouth's original estimate of the number of fiber-based collocators has been revised downward after review of information from CLECs demonstrating they do not qualify as fiber-based collocators in certain central offices. (iii) The FCC did not define what it meant by "building" when it limited the availability of loops to particular numbers of buildings. CompSouth proposes a reasonable definition that recognizes how telecommunications services are provided to various types of structures; the CompSouth definition, for example, notes the differences between "buildings" where a single versus multiple "minimum points of entry" ("MPOE") have been established by the building owners. These distinctions have an impact on the way telecommunications services are provided in office complexes, strip malls, and other settings often served by CLECs targeting the small business market. (iv) – (vi) No position at this time.	b. For example, if CLEC purchases Dedicated Transport from BellSouth on two or more routes where Dedicated Transport is available as a Network Element and terminates such Dedicated Transport in a collocation arrangement, CLEC may not cross connect one or more such Dedicated Transport facilities to one or more other Dedicated Transport facilities from BellSouth terminating in such collocation arrangement if such cross connect would result in a Dedicated Transport transmission path on a route where Dedicated Transport is not available as a Network Element.	Consistent with the *TRO*, the contract language proposed by Cbeyond properly states that the FCC's rules for hybrid loops do not limit BellSouth's obligation to provide to Cbeyond DS1 loops, under section 251(c)(3) of the Act. Otherwise, Cbeyond concurs in the CompSouth position.

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		Section 51.319(e). Business lines include BellSouth retail and resold business switched access lines as reported in BellSouth's year-end 2004 ARMIS 43-08 report, all UNE loops connected to a wire center, including UNE loops provisioned in combination with other unbundled elements, and business UNE-P lines. All ISDN and other digital access lines, whether BellSouth's lines or UNE lines, shall be counted with their full system capacity; that is, each 64 kbps-equivalent is counted as one line. This Commission should reject any CLEC arguments that would improperly narrow the business line definition or result in a factually-intensive inquiry. The FCC has made clear its "test requires ILECs to count business lines on a voice grade equivalent basis. In other words, a DS1 loop counts as 24 business lines, not one" (*See* Sept. 9, 2005, Brief for FCC Respondents, United States Court of Appeals, D.C. Cir., No. 05-1095), and CLECs have conceded as such by seeking reconsideration of the business line definition. Likewise, the FCC has made clear that its test includes all UNE loops. *See TRRO,* ¶ 105. If there is no impairment for dedicated transport at the wire centers comprising the end points of the transport portion of an EEL, then BellSouth does not have to provision that portion of the EEL on an			

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		unbundled basis. If the threshold for the wire center serving the loop location is met, BellSouth does not have to provision that portion of the EEL on an unbundled basis. Where the competitive thresholds have been met for both the loop and transport portions of the EEL, the service is not available on an unbundled basis. BellSouth is no longer obligated to provide unbundled access to entrance facilities.			
5	**TRRO / FINAL RULES:** a) Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's Section 251 non-impairment criteria for high-capacity loops and transport is appropriate? b) What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment criteria for high-capacity loops and transport? c) What language should be included in agreements to reflect the procedures identified in	(a) The FCC is the appropriate agency to determine whether BellSouth has properly applied its criteria, but because this Commission must approve contract language that governs the transition for de-listed UNEs and the parties do not agree on the wire centers that satisfy FCC's impairment criteria, this Commission should confirm that the wire centers identified by BellSouth satisfy the FCC's impairment thresholds. (b) This Commission should confirm that BellSouth has applied the appropriate procedures to identify the wire centers that currently satisfy the FCC's impairment thresholds (including the procedures identified in the parties' stipulated process regarding the identification of fiber-based collocators). To the extent wire centers are later found to meet the FCC's no impairment criteria	(a) Yes, the Commission has authority to determine whether BellSouth's application of the FCC's Section 251 non-impairment criteria for high-capacity loops and transport is appropriate. Moreover, the Commission has authority to approve ICA amendments and, where appropriate in the alternative, new ICAs reflecting the appropriate terms for implementing the FCC's criteria. (b) In this proceeding, CompSouth is challenging BellSouth's identification of wire centers allegedly meeting the FCC's Section 251 non-impairment criteria. CompSouth's challenge is based primarily on: (1) BellSouth systematic over-counting of "business lines" based on a flawed view of the FCC's definition of that term; and (2) the question of whether the merger of SBC and AT&T, which has now been approved by the FCC and the U.S. Department of Justice,	XO concurs in CompSouth's position statement.	<u>**Cbeyond's position**</u>: The BellSouth Business Line Study reveals that BellSouth has not properly applied the thresholds established by the FCC for section 251 loop and dedicated transport unbundling relief. BellSouth's business line count improperly relies on the following assumptions: (1) "business lines" include private line and/or special access lines used by BellSouth to provide MegaLink and LightGate services; and (2) "DS1 Loops" include HDSL-capable copper loops, regardless of whether such loops are conditioned to provide high-bit rate digital subscriber line services.

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	(b)?	using the process identified in this proceeding, BellSouth will notify CLECs of these new wire centers via a Carrier Notification Letter. The non-impairment designation will become effective 10 business days after posting the Carrier Notification Letter. Beginning on the effective date, BellSouth would no longer be obligated to offer high capacity loops and dedicated transport as UNEs in such wire centers, except pursuant to the self-certification process. High capacity loop and transport UNEs that were in service when the subsequent wire center determination was made will remain available as UNEs for 90 days after the effective date of the non-impairment designation. This 90 day period is referred to as the "subsequent transition period." No later than 40 days from effective date of the non-impairment designation, affected CLECs must submit spreadsheets identifying their embedded base UNEs to be converted to alternative BellSouth services or to be disconnected. From that date, BellSouth will negotiate a project conversion timeline that will ensure completion of the transition activities by the end of the 90 day subsequent transition period. (c) After this Commission confirms that BellSouth has identified the wire centers that satisfy the FCC's competitive threshold tests, CLECs may no longer self-	should result in those two companies being treated as affiliates where both are fiber-based collocators in a single central office. The mixed factual, policy, and legal questions that have arisen regarding BellSouth's identification of non-impaired wire centers should be resolved in this proceeding. The Commission's resolution of the disputed issues in this proceeding will have a significant impact on how BellSouth goes about identifying non-impaired wire centers in the future. Future designations by BellSouth should also be subject to review by the Commission and interested parties. CompSouth witness Joseph Gillan's direct testimony describes a process BellSouth should be required to follow each year when it seeks to "de-list" additional wire centers for Section 251 impairment purposes. The process described in Mr. Gillan's testimony gives BellSouth ample opportunity to assert its view that Section 251 unbundling is not required in additional central offices, while requiring that BellSouth provide the Commission and interested parties the underlying data needed to validate BellSouth's claims regarding non-impairment in particular wire centers. (c) CompSouth's contract language		Otherwise, Cbeyond concurs in the CompSouth position.

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		certify that they are entitled to obtain high capacity loops and transport on an unbundled basis in those wire centers.	memorializing the process described in Mr. Gillan's testimony is included in the CompSouth proposed contract language provided in Revised Exhibit JPG-1 to Mr. Gillan's rebuttal testimony		
6	**TRRO / FINAL RULES:** Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?	For those wire centers identified as meeting the FCC's impairment thresholds for DS1 loops, BellSouth is relieved of any obligation to provide CLECs with a UNE HDSL loop. While BellSouth only counted each UNE HDSL loop as one line for purposes of evaluating impairment, UNE HDSL loops can and should be counted as 24 business lines.	No. BellSouth is attempting to prevent competitors from creating their *own* DS1 loops to serve customers in wire centers where BellSouth is not required to provide a DS1 loop at TELRIC-based rates. The FCC did not equate DS1 loops and HDSL-capable cooper loops for purposes of determining what loops are available where there is non-impairment under Section 251. The FCC recognized that competitors could use what is called an "HDSL-*capable*" loop to provide DS1-level services, even in those wire centers where BellSouth is not required to offer DS1s themselves. (An HDSL-capable loop is a type of "dry loop" that a competitor could use to offer DS1-level service by adding its own electronics). BellSouth is claiming that it is *also* not required to provide HDSL-capable loops wherever it no longer offers a DS1, even though the FCC specifically stated that CLECs *could* use HDSL loops to offer service is such circumstances. BellSouth's position on this point would improperly deny CLECs the ability to add their own electronics to dry copper loops and create alternative voice/data services to small business customers in areas	XO concurs in CompSouth's position statement.	**<u>Cbeyond's position</u>:** An HDSL-capable copper loop is a two-wire or four-wire plain copper loop without load coils or an excessive amount of bridge taps. An HDSL-capable loop can support voice grade services by itself, but it cannot support direct connections of DS1 level services without conditioning. The contract language proposed by Cbeyond properly reflects that HDSL-capable copper loops are not the technical equivalent of DS1 loops for the purpose of BellSouth's business line counts. Otherwise, Cbeyond concurs in the CompSouth position. **<u>Sprint's position</u>**: Pursuant to the applicable FCC rules and Orders, HDSL Capable Loops are not the equivalent

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			where Section 251 DS1 loops are no longer available. In the count of "business lines" that is part of the FCC's methodology for determining impairment under Section 251, HDSL-capable copper loops should only be counted to the extent that each such loop meets the definition of "business line." BellSouth contends that it has the right to count each HDSL-capable copper loop as 24 business lines (by grossing up the potential DS1 capacity that could be added to such a loop to the maximum carrying capacity of a DS1 loop). BellSouth did not count HDSL-capable copper loops this way in the count of "business lines" now before the Commission, and CompSouth believes BellSouth got it right by *not* counting each HDSL-capable dry copper loops as 24 business lines. BellSouth should not be permitted to assert its overly expansive view of how to count HDSL-capable copper loops in future business line counts.		of DS1 loops for the purpose of determining impairment. BellSouth cannot refuse to provide HDSL Capable Loops in wire centers where the DS1 loop impairment criteria has been met. DS1 loops include the associated electronics provided by the ILEC, whereas HDSL Loops are conditioned copper loops. CLECs connect their own equipment to such loops to provide services, which are not restricted to HDSL. The FCC rules do not include restrictions on the use of conditioned copper loops, nor did the FCC make a finding of non-impairment.
7	**TRRO / FINAL RULES:** Once a determination is made that CLECs are not impaired without access to high capacity loops or dedicated transport pursuant to the FCC's	**ISSUE HAS BEEN RESOLVED** Changed circumstances cannot alter the designation of non-impaired wire centers, and BellSouth understands the CLECs do not claim otherwise, subject to the outcome of any motions for reconsideration pending at the FCC. In addressing any remaining CLEC concerns about this issue, BellSouth has agreed to include the following language in its interconnection agreements: "In the event that (1) BellSouth designates a wire center as non-impaired, (2) CLEC converts existing UNEs to other services or orders new services as services other than UNEs, (3) CLEC otherwise would have been entitled to UNEs in such wire center at the time alternative services were provisioned, and (4) BellSouth acknowledges or a state or federal regulatory body with authority determines that, at the time BellSouth designated such wire center as non-impaired, such wire center did not meet the FCC's non-impairment criteria, then upon request of CLEC, BellSouth shall transition to UNEs any alternative services in such wire center that were established after such wire center was designated as non-impaired. In such instances,			

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	rules, can changed circumstances reverse that conclusion, and if so, what process should be included in Interconnection Agreements to implement such changes?	BellSouth shall refund CLEC the difference between the rate paid by CLEC for such services and the applicable UNE rate, including but not limited to any charges associated with the unnecessary conversion from UNE to other wholesale services."			
8	**TRRO / FINAL RULES:** (a) Does the Commission have the authority to require BellSouth to include in its interconnection agreements entered into pursuant to Section 252, network elements under either state law, or pursuant to Section 271 or any other federal law other than Section 251? (b) If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such elements? (c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any, should	(a), (b), and (c). State commissions do not have authority to require BellSouth to include in Section 252 interconnection agreements any element not required by Section 251; accordingly, this Commission has no authority to set rates, or impose terms or conditions for network elements offered pursuant to Section 271; nor may the Commission require the inclusion of such elements in Section 252 agreements.	(a) Yes, the Commission has authority to require BellSouth to include in its Section 252 ICAs the availability and price of network elements under Section 271. CompSouth also believes that the Commission has authority to include network elements in ICAs pursuant to state law authority, but is not requesting the Commission exercise such authority in this proceeding. Rather, CompSouth requests that the Commission approve its proposed contract language that includes rates, terms, and conditions for Section 271 as well as Section 251 network elements. Section 251 and Section 271 both point to the Section 252 state commission negotiation and arbitration process as the vehicle for establishing contract terms for ILEC unbundling obligations. Under Section 251, all ILECs must provide access to unbundled network elements at TELRIC rates unless there is a finding of	XO concurs in CompSouth's position statement.	**Cbeyond's position:** Cbeyond concurs in the CompSouth position.

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	be included in the ICA with regard to the rates for such elements, and (ii) what language, if any, should be included in the ICA with regard to the terms and conditions for such elements?		non-impairment for a particular network element. Section 251 contemplates that the ICA terms for such network elements will be established pursuant to the Section 252 state commission approval process. Under Section 271, Bell Operating Companies ("BOCs") that want to establish or maintain the right to provide interLATA long distance services (a group that includes BellSouth) must provide access to unbundled network elements listed on the Section 271 checklist at just and reasonable rates. Section 271 contemplates that BOC compliance with the competitive checklist requires that the checklist items are included in ICAs established pursuant to the Section 252 state commission approval process. The federal statute itself points to the Section 252 process as the means to implement BellSouth's Section 271 unbundling obligations. In the TRO, the FCC emphasized that Section 271 unbundling obligations are independent of and in addition to Section 251 unbundling obligations. The forum for establishing the rates, terms, and conditions of BellSouth's independent Section 271 unbundling obligations is the state commission ICA arbitration and approval process established in Section 252. (b) Yes, the Commission has authority to set rates for Section 271 network		

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			elements. The federal Act requires that Section 271 network elements be reflected in ICAs approved pursuant to Section 252. The Section 252 process includes state commission review and approval of ICAs. Just as state commissions arbitrate and approve TELRIC rates for Section 251 network element unbundling in the Section 252 process, state commissions have authority to arbitrate and approve just and reasonable rates for Section 271 checklist network elements unbundling. State commissions do not have authority to revoke BellSouth's Section 271 authority for failure to continue meeting the competitive checklist; that enforcement role is assigned to the FCC. State commissions do play a role – as required by the terms of Section 271 itself – in ensuring the non-discriminatory availability of unbundled elements required by the Section 271 competitive checklist. (c) The rates, terms, and conditions for Section 271 checklist unbundled network elements should be included in BellSouth ICAs along with the rates, terms, and conditions for Section 251 unbundled network elements. The rates for Section 271 elements must meet a "just and reasonable" standard rather than the TELRIC standard applicable to Section 252 unbundled network elements. The		

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			terms and conditions for both Section 251 and 271 unbundling must provide for meaningful access to network elements (e.g., ICA terms must prohibit unreasonable restrictions on the way network elements are made available) and must provide that both Section 251 and 271 network elements be available on a non-discriminatory basis. The ICA terms and conditions regarding meaningful access and non-discrimination should be similar for Section 251 and Section 271 network elements, given that BellSouth's obligations related to non-discriminatory access are not substantially different for unbundling under Sections 251 and 271. Pricing terms are governed by different standards and would need to be separately provided for Section 251 and Section 271 unbundled network elements. CompSouth's proposed ICA language provides terms for Section 271 unbundling that ensure meaningful access and non-discrimination. In addition, CompSouth proposes interim rates for Section 271 checklist network elements that should be included in ICAs until the Commission establishes permanent rates for Section 271 elements under the "just and reasonable" standard. The interim rates proposed by CompSouth are above TELRIC, and track the "transition rates" for loops,		

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			transport, and switching network elements approved by the FCC in the TRRO.		
9	**TRRO / FINAL RULES:** What conditions, if any, should be imposed on moving, adding, or changing orders to a CLEC's respective embedded bases of switching, high-capacity loops and dedicated transport, and what is the appropriate language to implement such conditions, if any?	CLECs should not be allowed to add new UNE arrangements that have been de-listed, whether new arrangements would result from an order to add services, to move services (which would require a new arrangement at a different location), or to change services (which would require a new arrangement at a different location). BellSouth will provision CLEC orders for new high-capacity loops and dedicated transport based upon a CLEC's performance of a reasonably diligent inquiry and "self-certification"; however, CLECs have no legitimate basis to self-certify orders for new services relating to the wire centers that BellSouth has identified as satisfying the FCC's non-impairment tests.	The TRRO included detailed provisions for identifying CLECs' embedded base of Section 251 unbundled switching, high-capacity loops and dedicated transport that is subject to the TRRO's transition provisions. In addition, the U.S. Court of Appeals for the Eleventh Circuit has recently spoken to the issue of the conditions under which CLECs may move, add, or change services to embedded base customers. The ICA language implementing the TRRO on this issue should carefully track the FCC's requirements, taking into account the interpretation of those requirements by the Eleventh Circuit.	XO does not have an open dispute on this issue.	**<u>Cbeyond's position</u>:** Cbeyond concurs in the CompSouth position.
10	**TRRO/FINAL RULES**: What rates, terms, and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and (a)	BellSouth's position is that this issue addresses de-listed network elements for which there is no transition period or for which the transition period has already ended; including, entrance facilities, enterprise or DS1 level switching, OCN loops and transport, fiber to the home, fiber to the curb, fiber sub-loop feeder, and packet switching. Generally, these elements were addressed by the *TRO*. Rates, terms and conditions for elements de-listed by the *TRRO* and which have a	Transitional price increases were established by the FCC for network elements that are no longer available under Section 251 at the following levels: for loop and transport elements, the transitional increase is 15%, while local switching rates were increased by $1 per month. During the transition period, which runs from March 11, 2005 to March 10, 2006, transition pricing applies to Section 251 network elements. CLECs may still order allegedly de-listed UNEs	See position statement on no. 2, above. XO supports CompSouth's position statement, which includes a proposal for subsequent wire center designations and transitions, EXCEPT that, If CLEC chooses to convert DS1 or DS3 Loops to special access circuits, **CLEC may choose whether to have BellSouth include** such DS1 and DS3 Loops once converted within the CLEC's total special access circuits and apply discounts for which	**<u>Cbeyond's position</u>:** Cbeyond concurs in the CompSouth position.

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	what is the proper treatment for such network elements at the end of the transition period, and (b) what are the appropriate rates, terms, and conditions during such transition period, for unbundled high capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?	designated transition period, including those identified in subpart (b) above, are addressed by BellSouth under Issue 1. Because the FCC eliminated the ILECs' obligation to provide unbundled access to these elements 2 years ago in the *TRO*, CLECs that still have the rates, terms and conditions for these elements in interconnection agreements have reaped the benefits of unlawful unbundling of these elements for far too long. As such, with the exception of entrance facilities (which BellSouth is allowing CLECs to transition with their embedded base and excess dedicated transport), BellSouth should be authorized in the terms of the interconnection agreement, to disconnect or convert such arrangements upon 30 days written notice absent a CLEC order to disconnect or convert such arrangements. BellSouth should also be permitted to impose applicable nonrecurring charges.	in wire centers designated as non-impaired by BellSouth pursuant to the "self-certification" process described in TRRO para. 234. The TRRO contains provisions for true-ups back to the March 11, 2005 effective date of the TRRO in some limited circumstances. CompSouth's proposed contract language includes provisions for ordering different arrangements (including Section 271 checklist network elements) that will substitute for de-listed Section 251 UNEs. CompSouth is committed to an orderly transition of circuits to alternative arrangements, but are opposed to BellSouth's efforts to limit the application of the FCC-mandated transition rates by forcing CLECs onto higher-priced arrangements before the completion of the transition period. For future designations of wire centers, CompSouth has proposed a process that BellSouth may utilize on an annual basis to identify additional wire centers it believes have satisfied the FCC's non-impairment standards. This process would require BellSouth to provide back-up data supporting its claims, and would permit review of such data by the Commission and interested parties. After such process is completed and final designations approved, CLECs should be provided a reasonable amount of time (for example, a minimum of 30 business days)	CLEC is eligible.	

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			to effect transitions off Section 251 UNEs no longer available in one of the designated wire centers. For those existing UNEs that BellSouth is not obligated to provide under Section 251, but which are not subject to the TRRO transition period (e.g., DS1 capacity and above "enterprise" Local Switching de-listed under Section 251 by the TRO), BellSouth should provide notice to a CLEC identifying specific service arrangements (by circuit identification number) that it no longer is obligated to provide and that the CLEC must disconnect or convert to other service arrangements. The CLEC may transition from these UNEs to other available UNEs, wholesale facilities provided by BellSouth, wholesale facilities obtained from other carriers or self-provisioned facilities. The CLEC should acknowledge receipt of such notice and will have thirty (30) days from the date of such notice to verify the list, notify BellSouth of initial disputes or concerns regarding such list, or select alternative service arrangements (or disconnection). If the CLEC fails to submit disputes or orders to disconnect or convert such TRO de-listed UNEs within such 30 day period, BellSouth may transition such circuits to the equivalent tariffed BellSouth service.		

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			For those service arrangements or services that BellSouth is not required to provide as Section 251 elements, there will be no service order, labor, disconnection, project management or other nonrecurring charges associated with the conversion and the conversion shall take place in a seamless manner without any customer disruptions or adverse affects to service quality. If CLEC chooses to convert DS1 or DS3 Loops to special access circuits, BellSouth will include such DS1 and DS3 Loops once converted within the CLEC's total special access circuits and apply discounts for which CLEC is eligible.		
11	**TRRO / FINAL RULES:** What rates, terms and conditions, if any, should apply to UNEs that are not converted on or before March 11, 2006, and what impact, if any, should the conduct of the parties have upon the determination of the applicable rates, terms and conditions that apply in such circumstances?	The *TRRO* makes clear that CLECs must transition their entire embedded base of switching and high capacity loops and transport by 3/10/06, and not after that date. To accomplish this, BellSouth needs CLECs to timely provide it with information concerning their plans for these services. BellSouth is asking CLECs to identify their embedded base UNE-Ps by 10/1/05 or as soon as possible and to submit orders to disconnect or convert the embedded base in a timely manner so as to complete the transition process by 3/10/06. If CLECs fail to submit orders in a timely manner, BellSouth should be permitted to identify all such remaining embedded base UNE-P lines and convert them to the	The TRRO provides that until March 11, 2006, CLECs have a right to pay no more than the FCC's transition rates for Section 251 network elements subject to non-impairment findings. BellSouth may not force CLECs into paying higher rates prior to the end of the transition period. Both CompSouth and BellSouth desire an orderly process for those Section 251 network elements making a transition to a new service arrangement (including transitions to Section 271 network elements, tariffed special access services, or non-BellSouth facilities). The process for making such transitions should not, however, result in CLECs being denied transition pricing during the FCC's	XO agrees with CompSouth that no CLEC should be forced off UNE arrangements prior to the Commission's resolution of issues in this proceeding. Moreover, where a CLEC has relied on a BellSouth's wire center designation that is determined to be incorrect, BellSouth should be required to provide conversion to UNE at no charge for the conversion, and a billing adjustment to make the CLEC whole, or put the CLEC in the same position as if BellSouth had not incorrectly designated the wire center as nonimpaired. Where circuits are clearly subject to transition from UNE	

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		equivalent resold services no later than 3/10/06, subject to applicable disconnect charges and the full nonrecurring charges in BellSouth's tariffs. Absent a commercial agreement for switching, this Commission should allow BellSouth to disconnect any stand alone switching ports which remain in place on 3/11/06. For high capacity loops and dedicated transport, BellSouth is requesting CLECs submit spreadsheets by 12/9/05 or as soon as possible to identify and designate transition plans for their embedded base of these de-listed UNEs. If CLECs fail to submit such spreadsheets, BellSouth should be permitted to identify such elements and transition such circuits to corresponding BellSouth tariffed services no later than 3/10/06, subject to applicable disconnect charges and full nonrecurring charges in BellSouth's tariffs. For dark fiber, BellSouth is requesting that CLECs submit spreadsheets to identify and designate plans for their embedded base dark fiber loops and de-listed dark fiber transport to transition to other BellSouth services or be disconnected by 6/10/06. If a CLEC fails to submit such spreadsheets, BellSouth should be allowed to identify all such remaining embedded dark fiber loops and/or de-listed dark fiber dedicated transport and transition such circuits to the corresponding BellSouth tariffed services	mandated transition period. The identification of network elements subject to the transition is complicated by the ongoing disputes between the parties regarding the proper designation of wire centers where the FCC has authorized non-impairment findings. In those wire centers that are in dispute between CompSouth and BellSouth, the Commission's resolution of the dispute will determine whether the high capacity loop and dedicated transport Section 251 UNEs in those wire centers are subject to a transition at all. CLECs should not be forced off Section 251 UNE arrangements in such situations prior to the Commission's resolution of the issues in this proceeding, or, if such transitions do occur they should be subject to correction at no additional cost to the CLEC.	arrangements and a CLEC does not cooperate with the Commission ordered conversion process, BellSouth should be free to seek dispute resolution of such situation, just as CLECs could seek dispute resolution if BellSouth refused to implement the Commission's order. XO does not support BellSouth's language that would, in effect, allow BellSouth to engage in self-help and penalize CLECs for errors or omissions in conversion orders.	

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		no later than 9/10/06, subject to applicable disconnect charges and full nonrecurring charges set forth in BellSouth's tariffs.			
12	**TRRO / FINAL RULES:** Should identifiable orders properly placed that should have been provisioned before March 11, 2005, but were not provisioned due to BellSouth errors in order processing or provisioning, be included in the "embedded base?"	**ISSUE HAS BEEN RESOLVED** BellSouth agrees that orders properly placed that should have been provisioned before March 11, 2005, but were not provisioned due to BellSouth errors in order processing or provisioning, are included in the "embedded base."			
13	**TRRO / FINAL RULES:** Should network elements de-listed under section 251(c) (3) be removed from the SQM/PMAP/SEEM?	Elements that are no longer required to be unbundled pursuant to Section 251(c)(3) ("de-listed elements") should not be subject to the measurements of a SQM/PMAP/ SEEM plan. The purpose of establishing and maintaining a SQM/PMAP/SEEM plan is to ensure that BellSouth provides nondiscriminatory access to elements required to be unbundled under Section 251(c)(3), and if BellSouth fails to meet such measurements, it must pay the CLEC and/or the state a monetary penalty. Section 251(c)(3) elements are those elements which the FCC has determined are necessary for CLECs to provide local service and without access to the ILEC's network on an unbundled basis, the CLEC would be impaired in its ability to do so.	No, to the extent such network elements are still required pursuant to Section 271. The SQM/PMAP/SEEM performance measurements were instituted to confirm BellSouth's compliance with its Section 271 obligations. When switching, loop, and transport network elements are no longer available under Section 251, BellSouth still must provide meaningful, non-discriminatory access to such network elements pursuant to the Section 271 competitive checklist. It is not compliance with Section 251 obligations that SQM/PMAP/SEEM are designed to measure; it is compliance with Section 271 obligations – including the provision of unbundled elements	No.	**<u>Cbeyond's position</u>:** Cbeyond concurs in the CompSouth position.

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		With a no-impairment designation, the FCC found that CLECs were able to economically self-provision or purchase similar services from other providers. These other providers are not required to perform under a SQM/PMAP/SEEM plan. To continue to impose upon BellSouth a performance measurement, and/or performance penalty, on competitive, commercial offerings is discriminatory and anticompetitive. When elements are "de-listed", the ILEC will most likely provide a wholesale service similar to such element pursuant to a commercially negotiated agreement or tariffed service with specific terms and conditions relating to the provision of such service. There is no parity obligation for Section 271 elements. Consequently, it is neither necessary nor appropriate to compare BellSouth's performance for such elements provided to CLECs to BellSouth's retail performance, and it certainly is not appropriate for BellSouth to be subject to any SQM/SEEM penalties for Section 271 elements.	required even after a finding of no impairment under Section 251. The justification for performance measurement plans in Section 271 proceedings was to ensure there was no "backsliding" by BOCs on their promises to maintain open local telecommunications markets. The need for preventing backsliding does not change simply because the section of the federal Act under which unbundling occurs changes. The Section 271 checklist items that must be unbundled should remain subject to SQM/PMAP/SEEM.		
14	**TRO - COMMINGLING:** What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection	BellSouth is willing to include the FCC's definition of commingling in its Section 252 agreements. Commingling is properly interpreted to include the combining of Section 251 UNEs with the ILEC's resale services and switched and special access services. Section 252 agreements should also include language that BellSouth has no obligation to combine Section 251 UNEs	Commingling is one of the most important issues in this proceeding to CLECs operating in the small business market in Georgia. The mixed voice/data services offered by CLECs using unbundled DS1 loops often rely on the connecting of loop and dedicated transport Section 251 UNEs. When both network elements are provided under	BellSouth must permit commingling of unbundled network elements with any other wholesale facility or service offered by BellSouth.	**Cbeyond's position:** Cbeyond concurs in the CompSouth position.

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	Agreements to implement commingling (including rates)?	with Section 271 checklist items, which is clear from the FCC's *Supplemental Order Clarification*, the *Triennial Review Order*, and the statutory language in the Act (the Act makes clear that checklist items under Section 271 are to be provided "unbundled … from other services"). Additionally, the rate for multiplexing equipment should always be associated with the higher bandwidth service that is being channelized into lower bandwidth increments.	Section 251, the FCC's "combinations" rules apply. When one of the connected network elements is no longer available under Section 251 (e.g., a de-listed dedicated transport route in a wire center qualifying as non-impaired), the connecting of the network elements is known as "commingling." As more network elements become unavailable under Section 251, commingling rights become extremely important to CLECs in the small business market. The FCC authorized commingling in the TRO in 2003. In the final version of the TRO (after conflicting provisions on this topic had been eliminated by the FCC's Errata filing), the FCC required that ILECs "permit commingling of UNEs and UNE combinations with other wholesale facilities and services." TRO para. 584. As written, the FCC's ruling permits Section 251 UNEs to be commingled with any "wholesale facilities and services," which includes elements unbundled pursuant to Section 271, tariffed services offered by BellSouth, and resold services. BellSouth contends that the term "other wholesale facilities and services" does not include network elements unbundled pursuant to the Section 271 competitive checklist. BellSouth's argument is contrary to the language in the TRO, and relies only on language that the FCC *removed* in its		

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			Errata to the TRO. CompSouth urges the Commission to review the FCC's orders as they are written and affirm that commingling does not exclude "wholesale facilities and services" offered pursuant to the Section 271 competitive checklist.		
15	**TRO - CONVERSIONS:** Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so, at what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?	BellSouth will convert special access services to UNE pricing, subject to the FCC's service eligibility requirements and limitations on high-cap EELs, once a CLEC's contract has these terms incorporated in its contract. BellSouth will also convert UNE circuits to special access services. Special access to UNE conversions should be considered termination of any applicable volume and term tariffed discount plan or grandfathered arrangements. The applicable rate for single loop conversions in Georgia is $25.06 and $26.55 for a project consisting of 15 or more loops submitted on a single spreadsheet. In addition, the Commission ordered a rate of $5.70 applies for EEL conversions and, until new rates are issued, BellSouth proposes $5.70 for EEL conversions and interoffice transport facility conversions. If physical changes to the circuit are required, the activity should not be considered a conversion and the full nonrecurring and installation charges should apply.	Yes, BellSouth is required to provide conversion of special access circuits to UNE pricing. In the TRO, the FCC required that ILECs provide straightforward procedures for conversion of various wholesale services (including tariffed special access service) to the equivalent unbundled network element or combination of network elements. CompSouth's proposed contract language provides that BellSouth will charge the applicable Commission-approved, TELRIC-compliant nonrecurring "switch-as-is" rates for conversions. Any rate change resulting from the conversion would be effective as of the next billing cycle following BellSouth's receipt of a conversion request from CLEC. CompSouth's proposal also provides that a conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between a CLEC and BellSouth, and that any change from a wholesale service to a network element that requires a physical rearrangement will not be considered to	XO concurs in the position statement of CompSouth.	<u>**Cbeyond's position**</u>: The new "switch-as-is" rates proposed by BellSouth for conversions of wholesale services to unbundled network elements is excessive. The current, Commission-ordered rate for EEL conversions (i.e., conversions of loop/transport combinations) is $5.70 should apply to standalone UNE conversions as well until such time as the Commission sets a new TELRIC rate. There is no basis for BellSouth's proposed rate of $22.06 for conversion of a *single* loop, or of $23.48 for a project consisting of multiple loops. Otherwise, Cbeyond concurs in the CompSouth position.

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			be a conversion for purposes of the ICA. CompSouth urges the Commission to reject BellSouth's proposed new rates for conversions, which are not supported by a cost study or other evidence in this proceeding.		
16	**TRO – CONVERSIONS**: What are the appropriate rates, terms, conditions and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?	The contract language contained in a CLEC's interconnection agreement at the time the *TRO* became effective governs the appropriate rates, terms, conditions and effective dates for conversion requests that were pending on the effective date of the *TRO*. Conversion rights, rates, terms, and conditions are not retroactive and become effective once an interconnection agreement is amended.	The FCC provided rules for conversions in the TRO in 2003. Conversions pending on the effective date of the TRO should be handled using conversion provisions set forth in the amended ICAs. (CompSouth's proposed conversion provisions are described above regarding Issue 14.) This approach gives CLECs the benefit of conversion policies adopted by the FCC long ago but not implemented by BellSouth until the newly amended ICAs are effective.	Conversions pending on the effective date of the TRO should be handled subject to the same rates, terms and conditions as other conversions, with rate changes effective as of the effective date of the TRO.	<u>**Cbeyond's position:**</u> Cbeyond concurs in the CompSouth position.
17	**TRO – LINE SHARING**: Is BellSouth obligated pursuant to the Telecommunications Act of 1996 and FCC Orders to provide line sharing to new CLEC customers after October 1, 2004?	BellSouth is not obligated to provide new line sharing arrangements after October 1, 2004. *See TRO*, ¶¶ 199, 260, 261, 262, 264, and 265. In the absence of ILEC provided line sharing, CLECs have numerous options available for serving the broadband needs of their respective end-user customers that create better competitive incentives. For example, CLECs can 1) utilize line splitting, 2) purchase the entire loop facility, 3) provision the end-user customer with Integrated Services Digital Network ("ISDN") Digital Subscriber Line	Yes. Line Sharing is the process by which a CLEC provides digital subscriber line "xDSL" service over the same copper loop that BellSouth uses to provide retail voice service, with BellSouth using the low frequency portion of the loop and CLEC using the high frequency spectrum of the loop. BellSouth is required to provide line sharing pursuant to Section 271 of the federal Act. Line sharing is a loop transmission facility that must be provided by BellSouth pursuant to the Section 271 competitive checklist	XO has taken no position on this issue in this docket.	

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		("IDSL") service, 4) partner with a cable broadband provider to provide cable modem broadband service, 5) purchase BellSouth's tariff wholesale DSL offering 6) provision the end-user with a dedicated or shared T1, 7) deploy a fixed wireless broadband technology, 8) partner with a satellite broadband provider and finally, 9) build their own loop facilities or lease loop facilities from a third party. There is no Section 271 line sharing obligation, and, even if such an obligation existed (and it does not), the FCC has forborne from applying it to BellSouth.	(checklist item 4). BellSouth acknowledges that if line sharing constitutes a Section 271 checklist loop facility, that BellSouth has an obligation to provide line sharing under Section 271 even if it has no further obligations under Section 251. BellSouth disputes, however, that line sharing is required by the Section 271 checklist. This assertion by BellSouth lacks credibility: when it was seeking long distance authority under Section 271, BellSouth asserted that the availability of line sharing provided important evidence that BellSouth was meeting its checklist item 4 obligations. Moreover, in every FCC Order granting 271 authority line sharing was treated as a checklist 4 element. Now that it wants to be rid of line sharing obligations, BellSouth reverses course and attempts to delete line sharing from the competitive checklist.		
18	**TRO – LINE SHARING – TRANSITION**: If the answer to foregoing issue is negative, what is the appropriate language for transitioning off a CLEC's existing line sharing arrangements?	The FCC's line sharing transition language is appropriate. Per the *TRO,* as of October 1, 2004, BellSouth was no longer obligated to provide new line sharing arrangements (although CLECs have continued to request such arrangements and BellSouth has provided such arrangements pursuant to the existing interconnection agreement language that has not yet been appropriately amended). For any line sharing arrangements that were placed in service after October 1, 2004, the CLEC	If BellSouth is not obligated to provide line sharing arrangements to new CLEC customers after October 1, 2004 (*i.e.*, if line sharing is not required under checklist item 4 of the Section 271 competitive checklist), the amended ICA should include provisions for transitioning customers off Section 251 line sharing arrangements as contemplated by the TRO. CompSouth's proposed contract language provides that line sharing arrangements in service as of	XO has taken no position on this issue in this docket.	

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		should be required to pay the full stand-alone loop rate for such arrangements. Per the FCC's line sharing transition plan, for all new line sharing arrangements provided to CLECs between October 2, 2003 (the effective date of the TRO) and October 1, 2004, the recurring rate should increase to 25 percent of the recurring rates for the zone-specific stand-alone copper loop until October 1, 2004; effective October 1, 2004, the recurring charge should increase to 50 percent of the recurring rate for the zone-specific stand-alone cooper loop until October 1, 2005; and, effective October 1, 2005, the recurring charge should increase to 75 percent of the recurring rate for the zone-specific stand-alone loop until October 1, 2006. At the end of the transition period (October 1, 2006), BellSouth is not obligated to continue providing the line sharing arrangements put in place between October 2, 2003 and October 1, 2004, nor is BellSouth obligated to provide any new line sharing arrangements; however, CLECs can purchase stand-alone loops at the rates in their interconnection agreements.	October 1, 2003, under prior ICAs between BellSouth and CLECs, will be grandfathered until the earlier of the date the end user customer discontinues or moves xDSL service with a CLEC. Any line sharing arrangements placed in service between October 2, 2003 and October 1, 2004, and not otherwise terminated, would terminate on October 2, 2006 under CompSouth's proposed contract language.		
19	**TRO – LINE SPLITTING**: What is the appropriate ICA language to implement BellSouth's obligations with regard to line splitting?	BellSouth's line splitting obligations are limited to when a CLEC purchases a stand-alone loop from BellSouth and the CLEC provides its own splitter. BellSouth's contract language provides for line splitting over an Unbundled Network Element-Loop ("UNE-L"), and for a limited time, with	There are three issues in dispute in the competing contract language on line splitting: (1) the availability of line splitting to the UNE-P "embedded base;" (2) BellSouth's obligations when BellSouth chooses to control the splitter; and (3) BellSouth's obligations to	XO has taken no position on this issue in this docket.	

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		Unbundled Network Element-Platform ("UNE-P") arrangements. BellSouth's language involves a CLEC purchasing a stand-alone loop (the whole loop), providing its own splitter in its central office leased collocation space, and then sharing the high frequency portion of the loop with a second CLEC.	"make all necessary network modifications" to its OSS to facilitate line splitting. BellSouth's requests that the Commission find that BellSouth's line splitting obligations are limited to when a CLEC purchases a stand-alone loop and provides its own splitter and that BellSouth has no obligation to provide line splitting under any other service arrangement. BellSouth's position is inconsistent with its legal obligations under the FCC's TRO and TRRO, which are reflected in the FCC's rules. BellSouth's legal obligations include the provision of line splitting to the UNE-P "embedded base"; compatible splitter functionality (when BellSouth retains control of a splitter); and an obligation make OSS modifications to facilitate line splitting.		
20	**TRO – SUB-LOOP CONCENTRATION**: (a) What is the appropriate ICA language, if any, to address sub loop feeder or sub loop concentration?	**ISSUE 20(a) HAS BEEN RESOLVED** The language BellSouth has proposed in Exhibits PAT-1 and PAT-2 is appropriate, unless mutually agreed to otherwise.			
20	b) and c	**ISSUE 20 (b) AND (c) ARE NO LONGER IN DISPUTE** Issues 20(b) and (c) were included at Sprint's request and BellSouth and Sprint have reached mutually agreeable language that resolves these sub-issues.			

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	(b) Do the FCC's rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities? (c) What are the suitable points of access for sub-loops for multi-unit premises?		No position is taken at this time regarding subparts (b) and (c).	XO has taken no position on this issue in this docket.	
21	**TRO – PACKET SWITCHING**: What is the appropriate ICA language, if any, to address packet switching?	**ISSUE 21 HAS BEEN RESOLVED**			
22	**TRO – CALL-RELATED DATABASES**: What is the appropriate ICA language, if any, to address access to call related databases?	BellSouth's proposed language recognizes that its obligation to provide unbundled access to call-related databases is limited to the time in which it is obligated to provide unbundled access to local switching. Call related databases will no longer be available on an unbundled, Total Element Long Run Incremental Cost ("TELRIC") priced basis after March 10, 2006. After March 10, 2006, CLECs may purchase access to call related databases pursuant to BellSouth's tariffs or a separate commercially negotiated agreement.	Call-related databases are included in the Section 271 competitive checklist. Checklist item 10 requires BellSouth to provide "[n]ondiscriminatory access to databases and associated signaling necessary for call routing and completion." 47 U.S.C. Section 271(c)(2)(B)(x). BellSouth therefore must continue to make these databases available at just and reasonable rates, terms, and conditions, for all the reasons discussed above in relation to Issue 7 (regarding Section 271 obligations that continue after Section 251 obligations cease).	XO concurs in the position statement of CompSouth.	

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			BellSouth rests its contention that call-related databases should be excluded from ICAs on its general position that Section 271 checklist items should not be included in ICAs. BellSouth contends that because CLECs no longer have access to unbundled switching under Section 251, CLECs have no unbundled access to call-related databases. BellSouth is wrong on both counts: both unbundled switching and call-related databases must continue to be provided to CLECs at just and reasonable rates, terms, and conditions as part of BellSouth's compliance with the Section 271 competitive checklist. CompSouth's proposed contract language provides for call-related databases to be provided as part of the TRRO transition, and then be made available after the transition period in conjunction with Section 271 unbundled switching offerings.		
23	**TRO – GREENFIELD AREAS**: a) What is the appropriate definition of minimum point of entry ("MPOE")? b) What is the appropriate language to implement BellSouth's obligation, if any, to offer unbundled access to newly-deployed or 'greenfield' fiber loops,	(a) The FCC has defined MPOE as "either the closest practicable point to where the wiring crosses a property line or the closest practicable point to where the wiring enters a multiunit building or buildings." 47 C.F.R. 68.105(b). Consequently, in cases where the property owner has elected the use of MPOE, the MPOE is effectively the demarcation point between the inside wiring facilities at the multiple dwelling unit ("MDU") and BellSouth's loop facilities. Regardless of whether the ILEC	In the TRO (and subsequent Orders), the FCC adopted reduced unbundling obligations for a variety of "broadband facilities," specifically "fiber to the home" (FTTH), "fiber to the curb" (FTTC) and "fiber to the predominantly residential multi-dwelling unit" (MDU). CompSouth recognizes the exclusions from unbundling granted by the FCC in its Orders, and does not have disputes related to the MPOE definition or the ownership of inside wiring from the	XO concurs in the position of CompSouth.	**Cbeyond's position:** Cbeyond concurs in the CompSouth position.

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	including fiber loops deployed to the minimum point of entry ("MPOE") of a multiple dwelling unit that is predominantly residential, and what, if any, impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?	owns or controls the inside wire beyond the demarcation point in an MDU, when the fiber portion of a loop extends to an MDU and that fiber connects to in-building copper cable facilities owned or controlled by an ILEC, the ILEC has no obligation to unbundle the fiber portion of the loop. (b) Greenfield fiber loops are part of newly-constructed fiber optic cable facilities to residential or business areas (areas that have never had existing copper facilities). BellSouth has no obligation to provide CLECs with unbundled access to newly-deployed or "Greenfield" fiber loops.	MPOE to end users. The central point of contention between BellSouth and CompSouth on this issue involves BellSouth's attempt to extend the application of these reduced "greenfield" unbundling obligations beyond what the FCC intended. There is a critical *limiting* factor in the FCC's broadband exclusions from loop unbundling. That is, the predicate to BellSouth's reduced unbundling obligations for these network architectures is that the loops are used to serve *mass market customers*. BellSouth was not granted a total exception to its loop unbundling obligations for all fiber and hybrid loops; rather, the FCC's broadband exclusions were specifically limited to circumstances where these loops are used to serve mass market customers. BellSouth remains obligated to provide access to carriers serving enterprise customers, even where the CLEC could not gain access to the loop facility to serve a mass market customer. When a CLEC requests a DS1 loop, by definition the customer it is seeking to serve is considered an enterprise (and not mass market) customer. For instance, in the *TRO*, the FCC distinguished enterprise business customers from the mass market, noting:		

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			"All other business customers – whom we characterize as the enterprise market – typically purchase high-capacity loops, such as DS1, DS3, and OCn capacity loops. We address high-capacity loops provisioned to these customers as part of our enterprise market analysis." (TRO para. 209) Thus, whenever a CLEC requests a DS1 loop to serve a customer, that request itself means that the customer is (or is becoming) a member of the enterprise market and BellSouth must comply with loop unbundling requirements as defined for that market.		
24	**TRO – HYBRID LOOPS**: What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?	BellSouth's sole obligation to provide access to hybrid loops is limited to a requirement to provide access to the time division multiplexing features of a hybrid loop, where continued access to existing copper is required by the FCC.	The only "limitation" on BellSouth's unbundling obligations with respect to fiber/copper hybrid loops is that BellSouth need not provide access to the packet-based capability in the loop. This limitation, however, should not affect CLECs' ability to obtain access to DS1 (and DS3) loops. The FCC made clear that BellSouth must still provide DS1 and DS3 loops on such facilities. In the hybrid loop unbundling portion of the TRO, the FCC emphasized that the unbundling limitations on hybrid loops do "not eliminate the existing rights competitive LECs have to obtain unbundled access to hybrid loops capable of providing DS1 and DS3 service to customers." (TRO para. 294) In	XO concurs in the CompSouth position statement.	**<u>Cbeyond's position</u>:** Cbeyond concurs in the CompSouth position.

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			addition, the FCC's policies are premised on the understanding that, to the extent that an ILEC deploys a packet-based architecture, the packet-architecture parallels its TDM-network, and would not isolate customers from access to CLEC DS1-based services. As with the "greenfield" provisions discussed regarding Issue 22, the limitations on unbundling of hybrid loops should not be used to deny CLECs access to the DS1 facilities necessary to serve small business customers.		
25	**TRO – END USER PREMISES**: Under the FCC's definition of a loop found in 47 C.F.R. §51.319(a), is a mobile switching center or cell site an "end user customer's premises"?	**ISSUE 25 HAS BEEN RESOLVED** CompSouth proposed the following contract language which is acceptable to BellSouth: "Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local loops under Section 251, except to the extent that CLEC may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations."			
26	**TRO – ROUTINE NETWORK MODIFICATION**: What is the appropriate ICA language to implement BellSouth's obligation to provide routine network modifications?	BellSouth's "routine network modifications" obligation is limited to the performing of those tasks that BellSouth regularly undertakes for its own customers (including xDSL customers).	The FCC defines routine network modifications as follows: "A routine network modification is an activity that the incumbent LEC regularly undertakes for its own customers." 47 C.F.R. Section 51.319(a)(8)(ii)(local loops); Section 51.319(E)(5)(ii)(dedicated transport). Under FCC rules, BellSouth is obligated to make routine network modifications ("RNMs") for CLECs where the UNE loop or transport routes have already been constructed. BellSouth	XO concurs with the position statement of CompSouth.	**<u>Cbeyond's position:</u>** Cbeyond and BellSouth have resolved the Routine Network Modifications issue. With respect to Line Conditioning, Cbeyond concurs in the CompSouth position.

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			acknowledges its obligation to provide RNMs, but opposes language offered by CompSouth that would ensure the new ICA is completely consistent with the FCC's Orders and Rules on RNMs. For example, in BellSouth's "mark-up" of CompSouth's contract language proposal (filed as Exhibit PAT-5 to Ms. Tipton's rebuttal testimony), BellSouth objects to language ensuring RNMs are conducted in a "non-discriminatory" fashion. CompSouth's contract language more faithfully tracks the FCC's RNM rulings, and provides the better alternative on this issue. In addition, there is an issue regarding whether "line conditioning" – which is subject to a separate set of FCC rules – should nevertheless be treated as an RNM. CompSouth's contract language recognizes that line conditioning requirements subject BellSouth to different obligations than RNM requirements. Line conditioning rules were in effect before RNM rules and were specifically re-adopted by the FCC in the TRO. BellSouth attempts to stretch two sentences in the TRO well beyond their context in order to limit line conditioning in ways not contemplated by the FCC. CompSouth's proposed contract language properly treats RNMs as RNMs, but does not attempt to inappropriately subject line conditioning to RNM rules. BellSouth		

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			should continue to make Line Conditioning available at the TELRIC rates already approved by the Commission.		
27	**TRO – ROUTINE NETWORK MODIFICATION**: What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring or non-recurring rates? What is the appropriate language, if any, to incorporate into the ICAs?	If BellSouth is obligated to perform a routine network modification, then the rate for that activity should be based on TELRIC. If BellSouth is not obligated to perform a particular function, or an activity is not routine (such as removal of load coils on loops longer than 18,000 feet or removal of bridged taps), then the applicable rate should be based on special construction/special assembly tariffs as appropriate.	The FCC's TRO requires BellSouth perform routine network modifications ("RNMs") as part of the provisioning of unbundled high capacity loops and dedicated transport. BellSouth does not get to add a charge for a modification that is, by definition, "routine" and accounted for in the rates BellSouth charges for unbundled loops and transport. If BellSouth can show that the RNM is not one for which BellSouth is compensated through its UNE rates, BellSouth may assess a Commission-approved charge for such RNM. CompSouth's proposed contract language provides that RNMs will be performed as contemplated by the FCC (*i.e.*, for no charge above the UNE rates), but if BellSouth can demonstrate that its costs are not being recovered, it may ask the Commission to institute a rate for such activity. BellSouth's proposal goes the opposite direction: it gives BellSouth the discretion to assert that it did not "anticipate" the requested RNM, and allows BellSouth to slow the process for completing RNMs while pricing controversies are addressed. Moreover, BellSouth's proposal deletes provisions proposed by CompSouth that would prohibit double-recovery of RNM	XO concurs with CompSouth. BellSouth must perform Routine Network Modifications ("RNMs")without additional charges and subject to approved intervals or benchmarks unless and until it establishes, and the Commission agrees, that (a) the cost of a particular RNM was excluded in setting the rate for an unbundled network element or (b) a particular RNM was not anticipated in setting performance intervals or benchmarks. BellSouth should not be allowed to slow the process for completing RNMs while pricing disputes are addressed.	<u>**Cbeyond's position:**</u> Cbeyond and BellSouth have resolved this issue.

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			costs by BellSouth. The CompSouth language is more faithful to the letter and intent of the FCC's RNM rulings, and should be adopted.		
28	**TRO – FIBER TO THE HOME**: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?	BellSouth has no obligation to provide unbundled access to FTTH and FTTC loops.	The disputes over "fiber to the home" and "fiber to the curb" unbundling issues are addressed above regarding Issue 22. As discussed above, the central point of contention between BellSouth and CompSouth on this issue involves BellSouth's attempt to extend the application of these reduced "greenfield" unbundling obligations beyond what the FCC intended. The predicate to BellSouth's reduced unbundling obligations for these network architectures is that the loops are used to serve *mass market customers*. BellSouth was not granted a total exception to its loop unbundling obligations for all fiber and hybrid loops; rather, the FCC's broadband exclusions were specifically limited to circumstances where these loops are used to serve mass market customers. BellSouth remains obligated to provide access to carriers serving enterprise customers, even where the CLEC could not gain access to the loop facility to serve a mass market customer. BellSouth's position is that it can deny unbundling much more extensively that the FCC authorized in the TRO and subsequent Orders. For all reasons	XO concurs in the CompSouth position on this issue.	**Cbeyond's position**: Cbeyond concurs in the CompSouth position.

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			stated in CompSouth's statement on Issue 22, CompSouth's contract language should be adopted.		
29	**TRO – EELS AUDITS**: What is the appropriate ICA language to implement BellSouth's EEL audit rights, if any, under the TRO?	BellSouth's proposed language allows it to audit CLECs on an annual basis to determine compliance with the qualifying service eligibility criteria, and requires BellSouth to obtain and pay for an independent auditor pursuant to American Institute for Certified Public Accountants (AICPA) standards. The auditor determines material compliance or non-compliance. If the auditor determines that CLECs are not in compliance, the CLECs are required to true-up any difference in payments, convert noncompliant circuits and make correct payments on a going-forward basis. Also, CLECs determined by the auditor to have failed to comply with the service eligibility requirements must reimburse the ILEC for the cost of the auditor. BellSouth should not be required to agree to terms that would add delay and expense to audits, such as: a requirement to show cause prior to the commencement of an audit, incorporation of a list of acceptable auditors in interconnection agreements, or a requirement that parties must agree on the auditor. Finally, to the extent that an auditor determines that a CLEC's noncompliance is material in one area, the CLEC would be responsible for the cost of the audit even if each of the other criteria	The FCC granted BellSouth a "limited right to audit" CLEC compliance with EELs eligibility criteria. This "limited right" is not an open invitation; in addition, the FCC's intention was to grant CLECs "… unimpeded UNE access based upon self-certification, subject to later verification *based upon cause*." (TRO para. 622, emphasis supplied) Before it can initiate any audit under the FCC's guidelines, BellSouth must have some legitimate and demonstrable cause to question whether particular circuits are in compliance. CompSouth's proposed contract language reflects this scope-limiting "for-cause" auditing standard, as well as the FCC's other rulings on how EELs audits are to be conducted. CompSouth also proposes requiring mutual consent to a specific auditor to ensure that conflicts are vetted and reduce the likelihood of disputes over the auditor. Under the CompSouth proposal, BellSouth would provide the CLECs with proper notification and the basis to BellSouth's assertion that it has good cause to conduct an audit. This would assist CLECs in responding to audit requests, and permit CLECs to review the	XO concurs in the position of CompSouth.	**<u>Cbeyond's position</u>:** Cbeyond concurs in the CompSouth position.

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		has been met to the auditor's satisfaction.	documentation that forms the basis for the cause alleged. This approach is necessary to implement the FCC's for-cause audit standard given that undocumented "cause" is no cause at all. Moreover, because it makes relevant documentation available early in the process, the approach proposed by CompSouth would identify potential issues quickly, thus avoiding unnecessary disputes over whether BellSouth may or may not proceed with an audit. By requiring BellSouth to establish the basis for its claimed right to audit up front, it is more likely that BellSouth and the target CLEC will be able to narrow and/or more quickly resolve disputes over whether or not BellSouth has the right to proceed with an EEL audit. Although the *TRO* did not include a specific notice requirement, this Commission may order such a requirement.		
30	**252(i):** What is the appropriate language to implement the FCC's "entire agreement" rule under Section 252(i)?	**ISSUE 30 HAS BEEN RESOLVED** BellSouth's standard language on this issue is contained in the General Terms and Conditions portion of its interconnection agreement and provides as follows: "Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available to <<customer_short_name>> any entire interconnection agreement filed and approved pursuant to 47 USC Section 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted."			
31	**ISP Remand Core Forbearance Order:** What language should be used to incorporate the FCC's *ISP Remand*	The Commission should order that BellSouth resolve this issue on a carrier by carrier basis depending on the specific facts that apply to a particular carrier. Specifically, for some CLECs, it may be as	In its 2004 *ISP Remand Core Forbearance Order*, the FCC removed certain restrictions on CLECs' right to receive reciprocal compensation. The FCC granted forbearance regarding the	XO concurs in CompSouth's position statement.	

	ISSUE DESCRIPTION	BELLSOUTH POSITION	COMPSOUTH POSITION	XO POSITION[1]	OTHER CLEC POSITION
	Core Forbearance Order into interconnection agreements?	simple as removing the growth caps and new markets standard. However, other CLECs have adopted the mirroring rule, in which case alternative terms must be negotiated. Additionally, there may be other CLECs that are not entitled to implement the Core Order based upon the particular language negotiated between the parties in that CLEC's interconnection agreement.	"new markets" and "growth cap" restrictions imposed by the 2001 *ISP Remand Order*. The contractual changes to implement this forbearance order may differ slightly among various CLECs' ICAs, but the guiding principle is a simple one: all references to the "new markets" and "growth cap" restrictions should be deleted. Those restrictions may no longer be used to limit CLECs' reciprocal compensation rights, as those rights are provided for under the Act and the portions of the *ISP Remand Order* that remain in effect.		
32	**General Issue:** How should the determinations made in this proceeding be incorporated into existing Section 252 interconnection agreements?	At the end of this proceeding, this Commission should approve specific contractual language that resolves each disputed issue and which can be promptly executed by the parties, unless mutually agreed to otherwise, so that the FCC's transitional deadlines are met. The FCC's transitional periods for UNE switching and high capacity loops and dedicated transport cannot be extended beyond March 10, 2006. This Commission should also allow BellSouth to incorporate the results of its decision into BellSouth's standard offering, or should approve BellSouth's PAT-1 and PAT-2 as a default for those CLECs that fail to respond to an order requiring the execution of *TRO/TRRO* ICA language.	Unless parties have specifically agreed otherwise, determinations made in this proceeding should be incorporated into amendments to BellSouth-CLEC ICAs. Such amendments should be completed and approved by the Commission on a timely basis, subject to any specific agreements or pending proceedings between BellSouth and a particular CLEC. NuVox and Xspedius have an agreement with BellSouth not to amend their existing interconnection agreements to incorporate changes of law stemming from the *TRRO*.	XO concurs in CompSouth's position statement.	**Cbeyond's position:** Cbeyond has an agreement with BellSouth not to amend its existing interconnection agreements to incorporate changes of law stemming from the *TRRO*. Otherwise, Cbeyond concurs in CompSouth's position statement.

	ISSUE DESCRIPTION	BELLSOUTH POSITION	COMPSOUTH POSITION	XO POSITION[1]	OTHER CLEC POSITION
Digital Agent Issue 1	What is the appropriate remedy for BellSouth's failure or refusal to negotiate in good faith with a small CLEC?	**ISSUE HAS BEEN RESOLVED**			
Digital Agent Issue 4	Is BellSouth required to offer unbundled dark fiber transport of routes connecting Tier 3 wire centers to Tier 1, Tier 2 and Tier 3 wire centers?	**ISSUE HAS BEEN RESOLVED**			
Digital Agent Issue 20	Is BellSouth required to offer unbundled STS-1 dedicated transport?	**ISSUE HAS BEEN RESOLVED**			
Digital Agent Issue 26	Should references to entities that are customers of CLECs be limited to references to End Users?	**ISSUE HAS BEEN RESOLVED**			
Digital Agent Issue 33	May BellSouth deny access to an unbundled network element or combination of unbundled network elements on the ground that one or more of the elements is connected to, attached to, linked to, or combined with a facility or service provided by a third party or self-provided by a CLEC?	**ISSUE HAS BEEN RESOLVED**			