

E. EARL EDENFIELD JR.
Senior Regulatory Counsel

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0763

July 31, 2003

Mrs. Blanca S. Bayó
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 030137-TP (ITC^DeltaCom)

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of the Prehearing Statement of BellSouth Telecommunications, Inc., which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,



E. Earl Edenfield, Jr.

(KA)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

DOCUMENT NUMBER-DATE

06980 JUL 31 8

FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE
Docket No. 030137-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

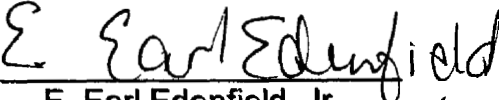
Electronic Mail and First Class U.S. Mail this 31st day of July, 2003 to the following:

Patricia Christensen
Adam Teitzman
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. 850-413-6248
Tel. No. 850-413-6175
pchriste@psc.state.fl.us
ateitzma@psc.state.fl.us

Floyd R. Self
Norman H. Horton, Jr.
Messer, Caparello & Self. P.A.
P.O. Box 1876
Tallahassee, FL 32302-1876
Tel. No. (850) 222-0720
Fax. No. (850) 224-4359
Attys. for ITC^DeltaCom
fself@lawfla.com

David L. Adelman, Esq.
Charles B. Jones, III, Esq.
Sutherland, Asbill & Brennan LLP
999 Peachtree Street, N.E.
Atlanta, GA 30309
Tel. No. (404) 853-8000
Fax. No. (404) 853-8806
Attys. for ITC^DeltaCom
diadelman@sablaw.com
cbjones@sablaw.com

Nanette S. Edwards, Esq.
Regulatory Attorney
ITC^DeltaCom
700 Blvd. South, Suite 101
Huntsville, AL 35802
Tel. No. (256) 650-3957
Fax. No. (256) 650-3852
nedwards@itcdeltacom.com


E. Earl Edenfield, Jr. (es)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition for Arbitration of ITC^DeltaCom) Communications, Inc. with BellSouth) Telecommunications, Inc. Pursuant to the) Telecommunications Act of 1996))	Docket No.: 030137-TP Filed: July 31, 2003
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PREHEARING STATEMENT OF BELL SOUTH TELECOMMUNICATIONS, INC.

BellSouth Telecommunications, Inc. ("BellSouth"), in compliance with the Order Establishing Procedure (Order No. PSC-03-0534-PCO-TP) issued on April 23, 2003, hereby submits its Prehearing Statement for Docket No. 030137-TP.

A. Witnesses

BellSouth proposes to call the following witness to offer testimony on the issues in this docket:

<u>Witness</u>	<u>Issue(s)</u>
Kathy K. Blake (Direct and Rebuttal)	26, 36, 37, 57
Ronald M. Pate (Direct and Rebuttal)	9, 66, 67
W. Keith Milner (Direct and Rebuttal)	8(a), 21
John A. Ruscilli (Direct and Rebuttal)	1, 2, 11, 25, 44, 46, 47, 56, 58, 59, 60, 62, 63, 64

BellSouth reserves the right to call additional witnesses, witnesses to respond to Commission inquiries not addressed in direct and rebuttal testimony and witnesses to address issues not presently designated that may be designated by the Prehearing Officer at the prehearing conference to be held on August 18, 2003. BellSouth has listed the witnesses for

whom BellSouth believes testimony will be filed, but reserves the right to supplement that list if necessary.

B. Exhibits

Kathy K. Blake (Rebuttal):

KKB-1 BellSouth's correspondence to AT&T regarding AT&T's NBR

W. Keith Milner (Direct)

WKM-1 IDLC White Paper

Ronald M. Pate (Direct)

RMP-1 Change Control Process Document Version 3.6 – April 17, 2003

RMP-2 Change Request CR0896 – Modify CAVE to Allow CLECs to Test Using Own Company-Specific Data

RMP-3 Change Request CR0897 – Expand CAVE to Support Increased CLEC Testing

RMP-4 Meeting Minutes of Release 11.0 CLEC/BellSouth Conference Call November 4, 2002

RMP-5 Carrier Notification SN91083483 (Original, w/o Tables) Release 11.0 System Downtime

RMP-6 Carrier Notification SN91083503 and Carrier Notification SN91083483 (Revised).

BellSouth reserves the right to file exhibits to any testimony that may be filed under the circumstances identified in Section "A" above. BellSouth also reserves the right to introduce exhibits for cross-examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and Rules of this Commission.

C. Statement of Basic Position

Each of the individually numbered issues in this docket represent a specific dispute between BellSouth and DeltaCom as to what should be included in the Interconnection Agreement between the parties. Some of these issues involve matters that are not properly within the scope of the Telecommunications Act of 1996 or the jurisdiction of this Commission and should, therefore, not be part of an Arbitrated Agreement. As to all other issues, BellSouth's positions are the more consistent with the 1996 Act, the pertinent rulings of the FCC and the rules of this Commission. Therefore, the Commission should sustain each of BellSouth's positions.

D. BellSouth's Position on the Issues

Issue A: **What is the Commission's jurisdiction in this matter?**

Position: Section 252(b)(1) of the Telecommunications Act of 1996 empowers the Commission to arbitrate open issues in an interconnection agreement upon the filing of a Petition for Arbitration by either party. For purposes of this arbitration, the relevant limitations on the Commission's 252(b)(1) jurisdiction are found in sections 252(b)(4)(A), 252(b)(4)(C), 252(c)(1)-(3), and 252(e).

Under section 252(b)(4)(A), the scope of the Commission's consideration in an arbitration proceeding is limited to the issues set forth in the petition and in the response. The provisions of 252(b)(4)(C) require the Commission to resolve the open issues within nine (9) months of the filing of the Petition for Arbitration. Under sections 252(c)(1)-(3), the Commission is required to ensure that the arbitration decision: (a) meets the requirements of section 251, including FCC regulations prescribed pursuant to section 251; (b) complies with the pricing standards of section 252(d); and (c) provides a schedule for implementation of the

agreement. Finally, section 252(e) sets forth the time frames for the Commission to accept or reject negotiated and arbitrated agreements, specifically delineating the circumstances under which the Commission can reject an agreement.

Issue 1: **Term of the Agreement**

- a) **Should the new interconnection agreement provision that the parties continue to operate under that Agreement or under BellSouth's Standard Interconnection Agreement pending the determination of the Commission's ruling in any future arbitration?**
- b) **What should be the length of the term of the agreement resulting from this arbitration?**

Position: a) The parties should operate under the provisions of the expired Agreement for no more than 12 months after the expiration date. Combined with the re-negotiation provisions of the expired Agreement, this gives the parties approximately 21 months to enter into a new Agreement, either through negotiation or arbitration. After the 12-month period, the parties should default to BellSouth's Standard Interconnection Agreement. It is unreasonable to require the rates, terms and conditions of the expired Agreement to continue to apply as it stifles BellSouth's ability to implement new processes or forces BellSouth to maintain old processes to be performed manually.

b) The term of the new Agreement should be no more than 3 years. This is consistent with the three year timeframe set by the FCC for review of its rules under Section 251.

Issue 2: **Directory Listings**

- a) **Should BellSouth provide DeltaCom, for the term of this Agreement, the same directory listing language found in the BellSouth/AT&T Interconnection Agreement?**
- b) **Should BellSouth be required to provide an electronic feed of the directory listings of DeltaCom customers?**

- c) **Should DeltaCom have the right to review and edit its customers' directory listings?**
- d) **Should there be a credit or PMAP measure for accuracy of directory listings and, if so, what should be the credit or PMAP measure?**

Position: a) Pursuant to 47 USC § 252(i), DeltaCom can adopt rates, terms and conditions for any interconnection, service, or network element from an interconnection agreement filed and approved pursuant to 47 USC § 252, under the same terms and conditions as the original Interconnection Agreement. To the extent DeltaCom adopts rates, terms and conditions for directory listings from an agreement filed and approved by this Commission, such an adoption would be incorporated into DeltaCom's agreement for the original term of the adopted agreement (i.e., for the term of the AT&T agreement). The language included in BellSouth's proposal should replace the adopted language when it expires.

b) Arbitration is not the appropriate forum for the resolution of this issue. The Commission has previously declined to arbitrate issues involving BellSouth Advertising & Publishing Company ("BAPCO"), ruling that the directory listing obligations of the 1996 Act do not extend to directory publishing issues. Alternatively, BellSouth is required to provide access to its directory assistance database and charges fees to do so in both its Agreement and its tariff, but BellSouth is not required to provide an electronic feed of directory listings for DeltaCom customers.

c) DeltaCom has the right to review and edit its customer's directory listings through access to their customer service records. BellSouth Telecommunications does not have a database through which review and edits of directory listings may be made. This issue is between DeltaCom and BAPCO, and should not be the subject of a two party arbitration with BellSouth Telecommunications.

d) If an error occurs in a Directory Listing, DeltaCom can request a credit for any monies billed that are associated with the charge for said listing pursuant to BellSouth's General Subscriber Service Tariff. Further, the issue of PMAP measurements should not be addressed in an arbitration with an individual CLEC.

Issue 3: **CLOSED**

Issue 4: **CLOSED**

Issue 5: **CLOSED**

Issue 6: **CLOSED**

Issue 7: **CLOSED**

Issue 8: **Universal or Integrated Digital Loop Carrier ("UDLC/IDLC") Technology**

- a) **Should BellSouth be required to provide an unbundled loop using IDLC technology to DeltaCom which will allow DeltaCom to provide consumers the same quality of service (i.e., no additional analog to digital conversions) as that offer by BellSouth to its customers? If so, under what rates, terms and conditions should it be provided?**

- b) **CLOSED**

Position: a) Loops provided over IDLC are integrated into BellSouth's switch. Therefore, when a CLEC obtains a customer currently served by IDLC, it is necessary to provide a non-integrated facility to serve the customer. BellSouth has eight (8) alternatives for providing this non-integrated unbundled loop facility that are currently used by BellSouth when it is necessary to convert an IDLC loop to an unbundled loop facility. If DeltaCom wants a loop with particular transmission standards (other than voice grade), it should order such a loop or place a New Business Request (NBR) with BellSouth.

Issue 9: OSS Interfaces

Should BellSouth be required to provide interfaces for OSS to DeltaCom which have functions equal to that provided by BellSouth to BellSouth's retail division?

Position: The FCC and the nine state regulatory authorities for BellSouth's region have ruled in all of BellSouth's 271 applications that BellSouth provides nondiscriminatory access to its OSS for performing the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. To the extent DeltaCom seeks some modification to BellSouth's regional OSS, the appropriate forum is the CCP - not an individual interconnect agreement arbitration. Further, BellSouth believes that the current language contained in the Interconnection Agreement Sections 1.2 and 3.2 adequately states what BellSouth provides regarding interfaces to OSS.

Issue 10: **CLOSED**

Issue 11: Access to UNEs

- a) **Should the interconnection agreement specify that the rates, terms and conditions of the network elements and combinations of network elements are compliant with state and federal rules and regulations?**
- b) **Should all network elements be delivered to DeltaCom's collocation arrangement?**
- c) **CLOSED**

Position: a) The interconnection agreement should specify that the rates, terms and conditions of network elements and combinations of network elements should be compliant with federal and state rules pursuant to §251 of the 1996 Act. The Interconnection Agreement is an agreement under §251. If a state commission orders BellSouth to provide access to network elements pursuant to any authority other than §251 (for example under a separate state statutory authority) those elements should not be required to be included in a §251 agreement.

b) No. Some UNEs, such as subloops, do not terminate to a CLEC's collocation space. BellSouth's proposed language delineates those elements that do not terminate at the collocation space.

Issue 12: CLOSED

Issue 13: CLOSED

Issue 14: CLOSED

Issue 15: CLOSED

Issue 16: CLOSED

Issue 17: CLOSED

Issue 18: CLOSED

Issue 19: CLOSED

Issue 20: CLOSED

Issue 21: Dark Fiber Availability

Does BellSouth have to make available to DeltaCom dark fiber loops and transport at any technically feasible point?

Position: BellSouth's definitions of dark fiber comport with the definitions of loops and transport under the FCC's rules. BellSouth will make dark fiber loops available at DeltaCom collocations. DeltaCom apparently wishes to access dark fiber at points other than those specified by the FCC's rules. BellSouth believes it has no requirement to do so.

Issue 22: CLOSED

Issue 23: CLOSED

Issue 24: CLOSED

Issue 25: Provision of ADSL Where DeltaCom is the UNE-P Local Provider

Should BellSouth continue providing an end-user with ADSL service where DeltaCom provides UNE-P local service to that same end user on the same line?

Position: No. BellSouth should not be required to provide DSL services to end users who receive voice services from a UNE-P provider for a number of reasons, including: (1) a UNE-P line is not a BellSouth provided facility (ie the CLEC owns the entire loop); thus, BellSouth does not have access to the high frequency portion of the loop (HFPL) and lacks permission to provision DSL over this portion of the CLEC loop; (2) in order for BellSouth to be able to provide DSL over the CLEC's HFPL, BellSouth would need to negotiate contracts with each individual CLEC by individual state, which would be extremely time consuming and could potentially have severe operational implications as each CLEC may propose different requirements in order for us to use their spectrum. Some may not allow us to use their spectrum at all; (3) many databases would need to be created to track which CLECs are allowing us to use their spectrum, for which states, at what cost, and for which end users, and many system enhancements would need to be done to ensure our current systems would be able to interface with these databases. The procedures and costs (including who should pay) have not yet been finalized; (4) in order for BellSouth to recover its development costs for DSL over UNE-P, we would either have to charge the CLEC, or the NSP or our shareholders. Either way, this would ultimately result in a higher cost for the end user, and would most likely make DSL less competitive compared to other broadband technologies. Furthermore, this would put the burden of whether CLECs provide their own DSL service on BellSouth; and (5) BellSouth provides wholesale DSL and FastAccess® on BellSouth-provided exchange line facilities. BellSouth's FCC Tariff No. 1, establishes DSL as an overlay service, and requires the existence of an "in-

service, Telephone Company [i.e., BellSouth] provided exchange line facility.” FCC Tariff No. 1, Section 7.2.17(A). A UNE-P line is not a BellSouth owned facility. Therefore, BellSouth should not be required to provide DSL over UNE-P.

Issue 26: Local Switching – Line Cap and Other Restrictions

- a) **Is the line cap on local switching in certain designated MSAs only for a particular customer at a particular location?**
- b) **Should the Agreement include language that prevents BellSouth from imposing restrictions on DeltaCom’s use of local switching?**
- c) **Is BellSouth required to provide local switching at market rates where BellSouth is not required to provide local switching as a UNE? Does the Florida Public Service Commission have the authority to set market rates for local switching? If so, what should be the market rate?**

Position: a) When a particular customer has four or more lines within a specific geographic area, even if those lines are spread over multiple locations, BellSouth is not obligated to provide unbundled local circuit switching as long as the other criteria in FCC Rule 51.319(c)(2) are met.

 b) The FCC’s rules set forth the situations in which DeltaCom is entitled to obtain unbundled local switching from BellSouth at TELRIC rates. In those situations in which the FCC’s rules do not entitle DeltaCom to obtain unbundled switching from BellSouth at TELRIC rates, BellSouth is willing to provide unbundled switching to DeltaCom and other CLECs at market rates.

 c) An arbitration under §251 of the 1996 Act is not the appropriate forum for the setting of market rates.

Issue 27: **CLOSED**

Issue 28: **CLOSED**

Issue 29: **CLOSED**

Issue 30: **CLOSED**

Issue 31: **CLOSED**

Issue 32: **CLOSED**

Issue 33: **CLOSED**

Issue 34: **CLOSED**

Issue 35: **CLOSED**

Issue 36: **UNE/Special Access Combinations**

- a) **Should DeltaCom be able to connect UNE loops to special access transport?**
- b) **Does BellSouth combine special access services with UNEs for other CLECs?**

Position: a) No. The FCC Rules regarding combinations (47 C.F.R. 51.315) relate to combinations of UNEs. It contains no requirements for an ILEC to combine UNEs with tariffed services. Further, paragraph 28 of the June 2, 2000 Supplemental Order Clarification addressed this issue in rejecting MCI's request to eliminate the *prohibition on co-mingling*.

b) No.

Issue 37: **Conversion of a Special Access Loop to a UNE Loop that Terminates to DeltaCom's Collocation**

Where DeltaCom has a special access loop that goes to DeltaCom's collocation space, can that special access loop be converted to a UNE loop?

Position: BellSouth is not obligated to "convert" a special access loop to a UNE loop. CLECs may order stand-alone UNEs in accordance with their interconnection agreements and may chose to roll traffic currently routed over an existing special access circuit to those UNEs. The "conversion" requirements specified by the FCC in the Supplemental Order Clarification apply only to conversions of special access circuits to loop and transport (EEL) UNE

combinations. Neither the FCC Rules regarding combinations nor any FCC Order addresses, either directly or indirectly, conversions of stand-alone elements, which are, by definition, not combinations, but individual elements that terminate in a collocation arrangement.

Issue 38: **CLOSED**

Issue 39: **CLOSED**

Issue 40: **CLOSED**

Issue 41: **CLOSED**

Issue 42: **CLOSED**

Issue 43: **CLOSED**

Issue 44: **Establishment of Trunk Groups for Operator Services, Emergency Services, and Intercept**

Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept?

Position: No. These services are no longer UNEs and are therefore provided under the access tariff, not the Agreement.

Issue 45: **CLOSED**

Issue 46: **BLV/BLVI**

Does BellSouth have to provide BLV/BLVI to DeltaCom? If so, what should be the rates, terms and conditions?

Position: BellSouth will provide BLV/BLVI in a nondiscriminatory manner and at parity with how it provides such functionality to its retail customers. BLV/BLVI are tariffed services, not UNEs, and are, therefore, not appropriate issues of a §251 arbitration. Should DeltaCom wish to avail itself of this offering, it can obtain BLV and BLVI pursuant to the rates, terms and conditions in BellSouth's applicable tariff.

Issue 47: Compensation for the Use of DeltaCom's Collocation Space ("Reverse Collocation")

Should BellSouth be required to compensate DeltaCom when BellSouth collocates in DeltaCom's collocation space? If so, should the same rates, terms and conditions apply to BellSouth that BellSouth applies to DeltaCom?

Position: The 1996 Act does not include a requirement that DeltaCom permit collocation of BellSouth's equipment in DeltaCom's central offices; consequently, the rates terms and conditions under which BellSouth elects to collocate in DeltaCom's central offices should not be the subject of a §252 arbitration. Additionally, any such rates, terms and conditions should not be included in an interconnection agreement between the parties, and made a public record, just as DeltaCom is not required to publicly file any other agreement that it has permitting collocation by another carrier.

For sites established after the effective date of the new collocation agreement ("future sites"), BellSouth will agree to pay mutually negotiated collocation charges for BellSouth equipment located, and used, solely for purposes of delivery of BellSouth's originated traffic, if and only if BellSouth voluntarily chooses to place a POI for BellSouth's originated Local Interconnection traffic in DeltaCom's office. Situations where DeltaCom has chosen the DeltaCom office as the POI for DeltaCom's originated traffic, and where BellSouth has to place equipment in order to receive such traffic, will NOT be deemed to be locations where BellSouth has voluntarily chosen to place a POI for BellSouth originated Local Interconnection traffic. Further, if DeltaCom has the right under the Interconnection Agreement to choose the POI for both Parties' originated traffic, and DeltaCom chooses to have a POI for BellSouth originated traffic at a DeltaCom office, such locations will NOT be deemed to be locations where BellSouth has voluntarily chosen to place a POI for BellSouth originated Local Interconnection traffic. The

provisions of BellSouth's tariffs will control in the event BellSouth locates equipment in DeltaCom's premises pursuant to such tariffs.

BellSouth will agree to have such collocation rates, terms, and conditions mirror the applicable rates, terms and conditions that BellSouth offers to DeltaCom.

Issue 48: CLOSED

Issue 49: CLOSED

Issue 50: CLOSED

Issue 51: CLOSED

Issue 52: CLOSED

Issue 53: CLOSED

Issue 54: CLOSED

Issue 55: CLOSED

Issue 56: Cancellation Charges

- a) **May BellSouth charge a cancellation charge which has not been approved by the Commission?**
- b) **Are these cancellation costs already captured in the existing UNE approved rates?**

Position: a) The rates applicable when a CLEC cancels an LSR are based on Commission-approved rates. When a CLEC cancels an LSR, cancellation charges apply on a prorated basis and are based upon the point within the provisioning process that the CLEC cancels the LSR. Any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff. The cancellation charge equals a percentage of the applicable installation nonrecurring charge. Since the Commission has approved the nonrecurring rates BellSouth charges for UNE

installation and provisioning, BellSouth's recovery of its cost incurred prior to the cancellation of the LSR is appropriate and cost-based.

- b) These costs are not already recovered in the existing UNE approved rates.

Issue 57: **Rates and Charges for Conversion of Customers from Special Access to UNE-based Service**

- a) **Should BellSouth be permitted to charge for DeltaCom for converting customers from a special access loop to a UNE loop?**
- b) **Should the Agreement address the manner in which the conversion will take place? If so, must the conversion be completed such that there is no disconnect and reconnect (i.e, no outage to the customer)?**

Position: a) Yes. BellSouth is not obligated to "convert" special access circuits to stand-alone UNE loops. As such, it is appropriate for BellSouth to charge DeltaCom for installation and provisioning of the stand-alone UNEs ordered by DeltaCom to replace existing special access circuits.

b) No. BellSouth is not obligated to "convert" special access circuits to stand-alone UNE loops, and BellSouth has no process to "convert" stand-alone special access services to stand-alone UNEs. The project management process BellSouth offered in response to a New Business Request to convert special access services to stand-alone UNEs is complex.

Issue 58: **Unilateral Amendments to the Interconnection Agreement**

- a) **Should the Interconnection Agreement refer to BellSouth's website address to Guides such as the Jurisdictional Factor Guide?**
- b) **Should BellSouth be required to post rates that impact UNE services on its website?**

Position: a) Yes. Certain provisions of the Agreement should incorporate by reference various BellSouth documents and publications. This permits BellSouth to, from time to time during the term hereof, change or alter such documents and publications as necessary, for

example, to reflect operational changes which do not materially impact the terms of the interconnection agreement.

b) No. The rates are provided to individual CLECs upon amendment, and BellSouth has agreed to provide DeltaCom with an amendment within 30 days of receipt of such a request.

Issue 59: **Payment Due Date**

Should the payment due date begin when BellSouth issues the bill or when DeltaCom receives the bill? How many days should DeltaCom have to pay the bill?

Position: No. Payment should be due by the next bill date. BellSouth invoices DeltaCom every 30 days. To the extent DeltaCom has questions about its bills, BellSouth cooperates with DeltaCom to provide responses in a prompt manner and resolve any issue. It is reasonable for payment to be due before the next bill date.

Issue 60: **Deposits**

- a) **Should the deposit language be reciprocal?**
- b) **Must a party return a deposit after generating a good payment history?**

Position: a) The deposit language should not be reciprocal. BellSouth is not similarly situated with a CLEC provider and, therefore should not be subject to the same creditworthiness and deposit requirements/standards. If BellSouth is buying services from a CLEC provider's tariff, the terms and conditions of such tariff will govern whether BellSouth must pay a deposit. Thus, the interconnection agreement is not an appropriate location for a deposit requirement to be placed upon BellSouth.

b) BellSouth should not be required to return a deposit after a CLEC generates a good payment history. Payment history alone is not a measure of credit risk.

Issue 61: **CLOSED**

Issue 62: **Limitation on Back Billing**

Should there be a limit on the parties' ability to back-bill for undercharges? If so, what should be the time limit?

Position: BellSouth's limitations for back billing are pursuant to the applicable state's statute of limitation.

Issue 63: **Audits**

Should the Agreement include language for audits of the parties' billing for services under the interconnection agreement? If so, what should be the terms and conditions?

Position: Audits of BellSouth's billing for services under the interconnection agreement are not necessary. Performance measurements addressing the accuracy and timeliness of BellSouth's billing provide sufficient mechanisms for monitoring BellSouth's billing. Inclusion of audit language for billing in the agreement would be duplicative and an unnecessary use of resources. In response to DeltaCom's request to adopt AT&T's language on this issue, adoptions pursuant to 47 USC § 252(i) are limited to network elements, services, and interconnection rates, terms and conditions and do not apply to other aspects of the Interconnection Agreement that are not required pursuant to §251. 47 USC § 252(i) only requires an ILEC to make available "any interconnection, service, or network element" under the same terms and conditions as the original Interconnection Agreement.

Issue 64: **ADUF**

What terms and conditions should apply to the provision of ADUF records?

Position: DeltaCom is asking BellSouth to isolate and provide to them only certain ADUF records. BellSouth is not required to do this. Consistent with the FCC's 271 Orders in BellSouth's states, BellSouth provides competing carriers with complete, accurate, and timely

reports on the service usage of their customers in substantially the same manner that BellSouth provides such information to itself. If DeltaCom wants a customized report, it should file a New Business Request.

Issue 65: **CLOSED**

Issue 66: Testing of End-User Data

Should BellSouth provide testing of DeltaCom end-user data? If so, what are the rates, terms, and conditions for such testing?

Position: Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. In addition, BellSouth provides CLECs with access to the two testing environments: the traditional testing environment (used where a CLEC is shifting from manual to an electronic environment, or upgrading its electronic interface to a new industry standard) and the CLEC Application Verification Environment (“CAVE”), which allows CLECs to perform optional, functional, and pre-release testing for EDI, TAG, and LENS. These test environments are governed under CCP and were found compliant by the each of the state regulatory authorities in BellSouth’s nine-state region as well as the FCC for BellSouth’s 271 applications with regard to providing CLECS with a stable test environment.

Issue 67: Availability of OSS Systems

Should BellSouth be allowed to shut down OSS systems during normal working hours (8 a.m. to 5 p.m.) without notice or consent from DeltaCom?

Position: Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. In addition, BellSouth provides DeltaCom and all CLECs with OSS system availability times. At certain times these systems are not available due to scheduled

maintenance or upgrades. These are normally performed during off peak hours. CLECs are given notice as governed under CCP when OSS systems will not be available during normal availability hours.

Issue 68: CLOSED

Issue 69: CLOSED

Issue 70: CLOSED

Issue 71: CLOSED

E. Stipulations

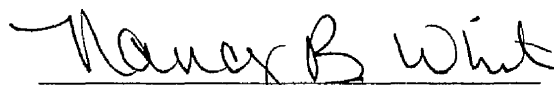
None.

F. Pending Motions

BellSouth is not aware of any pending motions in this docket.

Respectfully submitted this 31st day of July, 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.



NANCY B. WHITE (KA)
JAMES MEZA III
c/o Nancy H. Sims
150 So. Monroe Street, Suite 400
Tallahassee, FL 32301
(305) 347-5555



R. DOUGLAS LACKEY (KA)
E. EARL EDENFIELD, JR.
Suite 4300
675 W. Peachtree St., NE
Atlanta, GA 30375
(404) 335-0763