

ORIGINAL

Matilda Sanders

From: Fatool, Vicki [Vicki.Fatool@BellSouth.COM]
Sent: Wednesday, June 29, 2005 12:57 PM
To: Filings@psc.state.fl.us
Subject: 041269-TP BellSouth's Filing of Joint Issues Matrix
Importance: High
Attachments: 041269-T.pdf

A. Vicki Fatool
 Legal Secretary to Nancy B. White
 BellSouth Telecommunications, Inc.
 150 South Monroe Street
 Suite 400
 Tallahassee, Florida 32301
 (305) 347-5560
vicki.fatool@bellsouth.com

B. Docket No. 041269-TP

Petition to Establish Generic Docket to Consider Amendments to Interconnection
 Agreements Resulting from Changes of Law

C. BellSouth Telecommunications, Inc.
 on behalf of Nancy B. White and Meredith E. Mays

D. 8 pages total (includes letter, certificate of service and Joint Issues Matrix)

E. BellSouth Telecommunications, Inc.'s filing of Joint Issues Matrix

.pdf

<<041269-T.pdf>>

JMP _____
 SOM *****
 JTR _____
 ECR _____
 SCL _____
 JPC 162
 JMS _____
 RCA _____
 SCR _____
 SEC 1
 JTH _____

6/29/2005

DOCUMENT NUMBER-DATE

06159 JUN 29 03

FPSC-COMMISSION CLERK

MEREDITH E. MAYS
Senior Regulatory Counsel
BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0750

June 29, 2005

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

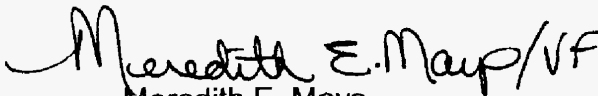
Re: Docket No. 041269-TP
**In re: Petition to Establish Generic Docket to Consider Amendments to
Interconnection Agreements Resulting From Changes of Law**

Dear Ms. Bayó:

In follow-up to the Issue ID held on Monday, June 27, 2005, attached is the Joint Issues Matrix which we ask the Commission to adopt for this proceeding.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,


Meredith E. Mays

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

CERTIFICATE OF SERVICE
Docket No. 041269-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 29th day of June, 2005 to the following:

Adam Teitzman
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6199
ateitzma@psc.state.fl.us

Florida Cable Telecommunications
Assoc., Inc.
Michael A. Gross
246 E. 6th Avenue
Suite 100
Tallahassee, FL 32303
Tel. No. (850) 681-1990
Fax No. (850) 681-9676
mgross@fcta.com

Vicki Gordon Kaufman
Moyle Flanigan Katz Raymond
& Sheehan, PA
118 North Gadsden Street
Tallahassee, FL 32301
Tel. No. (850) 681-3828
Fax. No. (850) 681-8788
vkaufman@moylelaw.com
Atty. for FCCA/CompSouth

Norman H. Horton, Jr.
Meser, Caparello & Self, P.A.
215 South Monroe Street, Suite 701
P.O. Box 1876
Tallahassee, FL 32302-1876
Tel. No. (850) 222-0720
Fax No. (850) 224-4359
nhorton@lawfla.com
Represents KMC/NuVox/NewSouth/
Xspedius

John Heitmann
Garret R. Hargrave
Kelley Drye & Warren, LLP
Suite 500
1200 19th Street, N.W.
Washington, D.C. 20036
jheitmann@kelleydrye.com
ghargrave@kelleydrye.com
Tel. No. (202) 887-1254
Represents KMC/NuVox/NewSouth/
Xpedius

Kenneth A. Hoffman, Esq.
Martin P. McDonnell, Esq.
Rutledge, Ecenis, Purnell & Hoffman
P.O. Box 551
Tallahassee, FL 32302
Tel. No. (850) 681-6788
Fax. No. (850) 681-6515
Represents XO and US LEC
ken@reuphlaw.com
marty@reuphlaw.com

Dana Shaffer
XO Communications, Inc.
105 Molloy Street, Suite 300
Nashville, Tennessee 37201
Tel. No. (615) 777-7700
Fax. No. (615) 850-0343
dana.shaffer@xo.com

Wanda Montano
Terry Romine
US LEC Corp.
6801 Morrison Blvd.
Charlotte, N.C. 28211
Tel. No. (770) 319-1119
Fax. No. (770) 602-1119
wmontano@uslec.com

Tracy W. Hatch
Senior Attorney
AT&T
101 North Monroe Street
Suite 700
Tallahassee, FL 32301
Tel. No. (850) 425-6360
thatch@att.com

Sonia Daniels
Docket Manager
1230 Peachtree Street, N.E.
4th Floor
Atlanta, Georgia 30309
Tel. No. (404) 810-8488
sdaniels@att.com

Donna Canzano McNulty, Esq.
MCI
1203 Governors Square Blvd.
Suite 201
Tallahassee, FL 32301
Telephone: 850 219-1008
donna.mcnyulty@mci.com

De O'Roark, Esq.
MCI
6 Concourse Parkway
Suite 600
Atlanta, GA 30328
de.oroark@mci.com

Floyd Self, Esq.
Messer, Caparello & Self, P.A.
Hand: 215 South Monroe Street
Suite 701
Tallahassee, FL 32301
Mail: P.O. Box 1876
Tallahassee, FL 32302-1876
fself@lawfla.com

Steven B. Chaiken
Supra Telecommunications and
Info. Systems, Inc.
General Counsel
2901 S.W. 149th Avenue
Suite 300
Miramar, FL 33027
Tel. No. (786) 455-4239
steve.chaiken@stis.com

Matthew Feil
FDN Communications
2301 Lucien Way
Suite 200
Maitland, FL 32751
Tel. No. (407) 835-0460
mfeil@mail.fdn.com

Nanette Edwards
ITC^DeltaCom Communications, Inc.
7037 Old Madison Pike
Suite 400
Huntsville, Alabama 35806
Tel. No.: (256) 382-3856
nedwards@itcdeltacom.com

Susan Masterton
Sprint Communications Company
Limited Partnership
P.O. Box 2214
Tallahassee, FL 32316-2214
Tel. No.: (850) 599-1560
Fax No.: (850) 878-0777
susan.masterton@mail.sprint.com

Alan C. Gold, Esq.
Gables One Tower
1320 South Dixie Highway
Suite 870
Coral Gables, FL 33146
Tel. No. (305) 667-0475
Fax. No. (305) 663-0799
agold@kcl.net


Meredith E. Mays

**CHANGE OF LAW GENERIC DOCKET
JOINT ISSUES MATRIX¹**

EXHIBIT 1

NO.	ISSUE DESCRIPTION
1	TRRO / FINAL RULES: The Section 252 process requires negotiations and to the extent parties may not be able to negotiate resolution of particular issues arising out of the Final Rules/TRRO or to the extent that new issues related to the Final Rules/TRRO arise, issues related to those matters will be added to this list.
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?
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 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?
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
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 (b)?
6	TRRO / FINAL RULES: Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating 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 rules, can changed circumstances reverse that conclusion, and if so, what process should be included in Interconnection Agreements to implement such changes?

¹ This is a joint issues matrix between BellSouth, the member companies of CompSouth, SECCA, US LEC (all states but TN), XO, and Sprint. There is one issue that is in dispute in the states of South Carolina and Mississippi only, which is separately listed at the end of this matrix.

**CHANGE OF LAW GENERIC DOCKET
ISSUES MATRIX**

EXHIBIT 1

NO.	ISSUE DESCRIPTION
8	<p>TRRO / FINAL RULES:</p> <p>(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?</p> <p>(b) If the answer to part (a) is affirmative in any respect, does the Authority have the authority to establish rates for such elements?</p> <p>(c) If the answer to part (a) or (b) is affirmative in any respect, (i) what language, if any, should 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?</p>
9	<p>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?</p>
10	<p>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) what is the proper treatment for such network elements at the end of the transition period; and (b) what is the appropriate transition period, and 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?</p>
11	<p>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?</p>
12	<p>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?"</p>
13	<p>TRRO / FINAL RULES: Should network elements de-listed under section 251(c) (3) be removed from the SQM/PMP/SEEM?</p>
14	<p>TRO - COMMINGLING: What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?</p>
15	<p>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?</p>

**CHANGE OF LAW GENERIC DOCKET
ISSUES MATRIX**

EXHIBIT 1

NO.	ISSUE DESCRIPTION
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?
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?
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?
19	TRO – LINE SPLITTING: What is the appropriate ICA language to implement BellSouth's obligations with regard to 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? 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?
21	TRO – PACKET SWITCHING: What is the appropriate ICA language, if any, to address packet switching?
22	TRO – CALL-RELATED DATABASES: What is the appropriate ICA language, if any, to address access to call related databases?
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, 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?
24	TRO – HYBRID LOOPS: What is the appropriate ICA language to implement BellSouth's obligation to provide unbundled access to hybrid loops?
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"?
26	TRO – ROUTINE NETWORK MODIFICATION: What is the appropriate ICA language to implement BellSouth's obligation to provide routine network modifications?
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?

**CHANGE OF LAW GENERIC DOCKET
ISSUES MATRIX**

EXHIBIT 1

NO.	ISSUE DESCRIPTION
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?
29	TRO – EELS AUDITS: What is the appropriate ICA language to implement BellSouth’s EEL audit rights, if any, under the TRO?
30	252(i): What is the appropriate language to implement the FCC’s “entire agreement” rule under Section 252(i)?
31	ISP Remand Core Forbearance Order: What language should be used to incorporate the FCC’s <i>ISP Remand Core Forbearance Order</i> into interconnection agreements?
32	General Issue: How should the determinations made in this proceeding be incorporated into existing § 252 interconnection agreements?
* MS/ SC only	(a) (A) How should Line Conditioning be defined in the Agreement? (B) What should BellSouth’s obligations be with respect to Line Conditioning? (b) Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less? (c) Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

* In the states of MS and SC, the Commissions have moved certain issues from an existing arbitration proceeding between BellSouth and Nuvox and Xspedius to this docket. BellSouth’s position is that these issues can be included as subparts (a), (b), and (c) to Issue 26 without separately creating a new issue; NuVox and Xspedius disagree and propose including a new TRO – Line Conditioning issue instead of subparts to existing Issue 26.