

Matilda Sanders

From: Slaughter, Brenda [Brenda.Slaughter@BellSouth.COM]
Sent: Thursday, December 14, 2006 12:40 PM
To: Filings@psc.state.fl.us
Cc: Meza, James; Shore, Andrew; Woods, Vickie; Holland, Robyn P; Randa, Johna A; Patricia Christensen; Adam Teitzman; Floyd Self; David L. Adelman; Charles B Jones; Nanette Edwards
Subject: Docket 030137-TP
Attachments: 030137-TP Updated Joint Issues Matrix.pdf; 030137-TP Updated Issues Matrix.DOC

ORIGINAL

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 ECR _____
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 RCA _____
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 SGA _____
 SEC 1
 OTH _____

B. Docket No.: 030137-TP – Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996

C. BellSouth Telecommunications, Inc.
 on behalf of Andrew D. Shore

D. 7 pages total (including letter, certificate of service, and pleading) – PDF
 5 pages total (WORD in lieu of disk)

E. Updated Joint Issues Matrix on behalf of BellSouth Telecommunications, Inc. and ICT^DeltaCom Communications, Inc.

<<030137-TP Updated Joint Issues Matrix.pdf>> <<030137-TP Updated Issues Matrix.DOC>>

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December 14, 2006

Mrs. Blanca S. Bayó
Division of the Commission Clerk and
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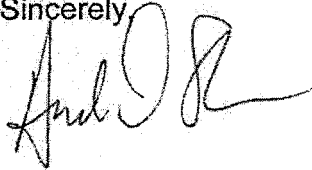
Re: Docket No. 030137-TP (ITC^DeltaCom)

Dear Ms. Bayó:

Enclosed is an updated Joint Issues Matrix on behalf of BellSouth Telecommunications, Inc. and ITC^DeltaCom Communications, Inc., which we ask that you file in the captioned docket.

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

Sincerely,



Andrew D. Shore

cc: All Parties of Record
Jerry Hendrix
E. Earl Edenfield, Jr.
James Meza

DOCUMENT NUMBER-DATE

11439 DEC 14 06

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 14th day of December, 2006 to the following:

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Andrew D. Shore

**DELTACOM/BELLSOUTH
ARBITRATION ISSUES MATRIX
FLORIDA DOCKET NO. 030137-TP**

ISSUE NO.	ISSUE DESCRIPTION	ALABAMA ARB PANEL RECOMMENDATION	GEORGIA DECISION	NORTH CAROLINA DECISION	TENNESSEE DECISION
2	<p>Directory Listings (GTC – Section 4; Attachment 6 – Section 2.2.2):</p> <p>a) Is BellSouth required to provide DeltaCom the same directory listing language it provides to AT&T?</p> <p>b) Is BellSouth required to provide an electronic feed of the directory listings of DeltaCom customers?</p> <p>c) Does DeltaCom have the right to review and edit its customers' directory listings?</p>	<p>Based on the foregoing discussion, the Panel recommends that the Commission require BellSouth to provide DeltaCom the same rates, terms and conditions for directory listings that it provides to AT&T. In addition, we recommend that BellSouth provide DeltaCom an electronic copy of the directory listings information pursuant to a reasonable cost based rate. Further, BellSouth shall allow DeltaCom the ability to review and edit its own customers' directory listings.</p>	<p>The Commission has previously found the issues between BAPCO and a CLEC are not arbitrable in a Section 252 arbitration. Consistent with this precedent, the Commission finds that Issue 2 is not properly before the Commission in this Section 252 arbitration proceeding.</p>	<p>2. a) BellSouth should provide DeltaCom the same directory listing language it provides to AT&T for the full term of the DeltaCom/BellSouth interconnection agreement.</p> <p>2. b) BellSouth should provide to DeltaCom an electronic feed to the directory listings of DeltaCom customers for a reasonable, supported, cost-based rate.</p> <p>2. c) DeltaCom has the right to review and edit its customers' directory listings by using an electronic version of galley proofs provided at a reasonable, supported, cost-based rate.</p>	<p>2. a) DeltaCom has not availed itself of and does not intend to utilize language from AT&T's interconnection agreement; therefore, Issue 2(a) is moot.</p> <p>2.b) and c) It is technically feasible for BellSouth to provide an electronic feed of directory listings of DeltaCom and that DeltaCom should be able to review the listings of their customers and edit those listings for accuracy and completeness. The Arbitrators adopted DeltaCom's position on Issue 2(b) and (c) and ordered BellSouth to provide an electronic feed of the directly listings of DeltaCom customers and to allow DeltaCom to review and edit such listings. Because no rate had been established, the Arbitrators ordered the Parties to submit final best offers on the appropriate rate for providing the electronic listing along with the supporting basis and calculations for the rates proposed. They adopted DeltaCom's final best offer of \$.04 per subscriber listing and \$.06 per each directory listing change update.</p>

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9	<p>OSS Interfaces (Attachment 6 – Section 3.2):</p> <p>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?</p>	<p>The Panel recommends that the Commission order the parties to incorporate language in the interconnection agreement which requires BellSouth to provide OSS interfaces with the same functionalities as those provided to BellSouth’s retail division with the exception that BellSouth is not obligated to provide DeltaCom with BellSouth’s developed market or customer profiling data.</p>	<p>DeltaCom’s proposed language should be modified consistent with the testimony discussed above stating that BellSouth is obligated to provide DeltaCom access to the information to perform the functions of pre-ordering, ordering, provisioning, maintenance and repair and billing. With this modification, DeltaCom’s language should be incorporated into the interconnection agreement.</p>	<p>DeltaCom’s proposed language concerning nondiscriminatory access to operations support systems (OSS) should not be adopted. The Parties should include the following language in the interconnection agreement: “BellSouth will provide nondiscriminatory access to its OSS in compliance with the Act.”</p>	<p>The arbitrators rejected DeltaCom’s proposed language and approved BellSouth’s language, provided that BellSouth provides OSS in accordance with the FCC’s TRO which includes loop qualification and continuing obligation to make modifications.</p>
44	<p>Establishment of Trunk Groups for Operator Services, Emergency Services, and Intercept (Attachment 3):</p> <p>Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept?</p>	<p>The Panel concludes that BellSouth should provide a means by which its customers can obtain BLV/BLVI on lines assigned to DeltaCom. Therefore, the Panel recommends that the BellSouth and DeltaCom should be required to develop mutually acceptable language for their interconnection agreement that provides for customers of each company to obtain BLV/BLVI on lines assigned to subscribers of the other company at rates which are just and reasonable.</p>	<p>The determination of whether BellSouth should provide BLV and BLVI to its customers for calls to DeltaCom customers has public safety repercussions that impact all carriers. Therefore, the Commission decided not to grant the relief requested by DeltaCom. Instead, the Commission decided to review the impact this issue has on the system as a whole.</p>	<p>The rates, terms, and conditions for the establishment of trunk groups for operator services, emergency services and intercept should be included in the interconnection agreement.</p>	<p>The Arbitrators adopted DeltaCom’s position and required BellSouth to include in the interconnection agreement rates, terms and conditions for the establishment of trunk groups for operator services, emergency services and intercept as well as to provide BLV and BLVI until such time as BellSouth has furnished the evidence that it has implemented a sufficient customized routing solution in Tennessee.</p>
46	<p>BLV/BLVI (Attachment 3):</p> <p>Is the language proposed by DeltaCom for BLV/BLVI (“Busy Line Verification”) acceptable to BellSouth?</p>	<p>See 44 above.</p>	<p>See 44 above.</p>	<p>The Commission concluded that BellSouth and DeltaCom should incorporate DeltaCom’s Final Best Offer in Tennessee, as approved by the TRA, into their North Carolina Interconnection Agreement.</p>	<p>See 44 above.</p>

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ISSUE NO.	ISSUE DESCRIPTION	ALABAMA ARB PANEL RECOMMENDATION	GEORGIA DECISION	NORTH CAROLINA DECISION	TENNESSEE DECISION
47	<p>Compensation for the Use of DeltaCom's Collocation Space ("Reverse Collocation") (Attachment 4):</p> <p>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?</p>	<p>The Panel recommends that BellSouth be required to compensate DeltaCom for collocation of newly placed BellSouth equipment in DeltaCom space when the equipment is used for local interconnection or the provision of switched or special access to carriers other than DeltaCom. BellSouth shall not be required to compensate DeltaCom for collocation of BellSouth equipment currently in DeltaCom space. The Panel recommends that BellSouth be required to pay the same rates currently assessed to DeltaCom. Other terms and conditions applicable to DeltaCom should also apply to BellSouth.</p>	<p>This issue turns on DeltaCom's obligations. If the collocation is being done for the benefit of and at the request of DeltaCom, then BellSouth should not have to compensate DeltaCom for access to its space. However, DeltaCom does not have the obligation to allow BellSouth to place equipment in its collocation space for the benefit of other CLECs. DeltaCom can either deny such a request by BellSouth or charge BellSouth for the access.</p>	<p>BellSouth is required to compensate DeltaCom when it collocates in DeltaCom's space at rates to be negotiated by the Parties.</p>	<p>The Arbitrators adopted DeltaCom's final best offer with one exception and required BellSouth to compensate DeltaCom when BellSouth locates in DeltaCom's collocation space at the rates, terms and conditions that BellSouth applies to DeltaCom. Reverse collocation charges should be paid on a going-forward basis for existing as well as future collocations at DeltaCom locations. BellSouth is not required to pay any nonrecurring charges associated with existing collocations.</p> <p>On reconsideration the Arbitrators voted that Issue 47 should stand as decided in the Final Order. Nevertheless, to address BellSouth's concern, the majority provided the following clarification. Pursuant to this decision, BellSouth is not obligated to compensate DeltaCom when BellSouth locates in DeltaCom's collocation space at the rates, terms, and conditions that BellSouth applies to DeltaCom if the BellSouth equipment and facilities located in such DeltaCom space are used solely to serve DeltaCom or DeltaCom customers. In the situation where BellSouth derives a benefit from such placement of its facilities or equipment in DeltaCom's collocation space, BellSouth must compensate DeltaCom for the use of the space at the same rates, terms, and conditions BellSouth applies to DeltaCom for the use of BellSouth's collocation space.</p>

**DELTACOM/BELLSOUTH
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56	<p>Cancellation Charges:</p> <p>a) May BellSouth charge a cancellation charge which has not been approved by the Commission?</p> <p>b) Are these costs already captured in the existing UNE approved rates?</p>	<p>The Panel concludes that these cancellation charges are not approved UNE rates. The Panel recommends that BellSouth be precluded from charging a cancellation charge not approved by the Commission. However, the Panel also recommends that BellSouth be allowed to file evidence on which to base a TELRIC-based cancellation rate for Commission review and approval.</p>	<p>The cancellation of a UNE or UNE-P should be considered part of the UNE. As such, BellSouth should have raised the issue of cancellation costs in the Commission's generic cost docket. The generic docket would have been proper forum to analyze the costs incurred by BellSouth related to the cancellation of an LSR prior to completion. It is not fair in the context of an arbitration proceeding to assign a cost to this function in isolation and without adequate support.</p>	<p>BellSouth may not assess a cancellation charge that has not been approved by this Commission. The Parties are urged to negotiate an appropriate cancellation rate. If they cannot do so, by no later than Thursday, April 1, 2004, BellSouth may file evidence on which to base a total element long-run incremental cost (TELRIC)-based cancellation rate for Commission review and approval.</p>	<p>The Arbitrators concluded that BellSouth may charge cancellation fees based on the nonrecurring installation rates approved by the Authority. BellSouth proposes to utilize a prorated percentage of the nonrecurring installation rates that have been approved by the Authority, and it is reasonable for BellSouth to recover some of the cost of provisioning a service when the service order is cancelled.</p>
62	<p>Limitation on Back Billing (Attachment 7 – Section 3.5):</p> <p>What is the limit on back billing for undercharges?</p>	<p>The Panel concludes a three (3) month limitation on back billing is sufficient time. However, the Panel further concludes that either DeltaCom or BellSouth may properly petition the Commission to allow back billing up to 36 months for a particular charge, upon a showing of good cause. The panel recommends that petition exceptions to the three (3) month limitation on back-billing should include charges arising out of governmental mandates, regulatory actions, true-ups, and/or other similar proceedings.</p>	<p>The Commission concludes that a twelve-month limitation on back-billing is reasonable.</p>	<p>Back billing should be limited to 12 months for both DeltaCom and BellSouth, but either Party may petition the Commission to allow back billing for a particular charge up to 36 months upon the showing of good cause, including changes arising out of governmental mandates, regulatory actions including true-ups, and other similar proceedings.</p>	<p>The Arbitrators accepted DeltaCom's Final Best Offer to limit back billing to three billing cycles.</p>

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63	<p>Audits (Attachment 7):</p> <p>Is it appropriate to include language for audits of the parties' billing for services under the agreement?</p>	<p>The Panel concludes that it is appropriate to include language for audits of the Parties' billing for services under the interconnection agreement. Further, the Panel recommends that the ITC^DeltaCom/BellSouth agreement include language allowing for billing audits. That language can be taken from the existing Sprint/BellSouth interconnection agreement. The audit capability should be for the entire term of the ITC^DeltaCom/BellSouth agreement.</p>	<p>The Commission concluded that if BellSouth fails to meet the Commission ordered billing accuracy measure, then DeltaCom may audit the bills it receives from BellSouth.</p>	<p>It is appropriate to include language for audits of the Parties' billing for services under the interconnection agreement.</p>	<p>The Arbitrators rejected DeltaCom's proposal that language for audits of the parties' billing for services be included in the interconnection agreement.</p>