

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Global NAPs, Inc., Against)
BellSouth Telecommunications, Inc., for)
Enforcement of Section VI(B) of its Interconnection)
Agreement with BellSouth Telecommunications, Inc.,)
and Request for Relief.)
_____)

Docket No. 991267-TP
Filed March 16, 2000

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NOTICE OF SUPPLEMENTAL AUTHORITY

Petitioner Global NAPS, Inc., by and through its undersigned counsel, respectfully submits this Notice of Supplemental Authority and requests the Commission to consider the attached ruling by the Georgia Public Service Commission, in the above-referenced case.

Section XXVII of the Interconnection Agreement between DeltaCom, Inc., and BellSouth Telecommunications, Inc., which was adopted by Global NAPs, Inc., in January 1999, provides that "[t]his Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia."

Because of the potential relevance of this case to the above-referenced pending matter before the Commission, Global NAPS respectfully brings this authority to the attention of the Commission.

Respectfully submitted this 16th day of March, 2000.

Cathy M. Sellers

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EXECUTIVE SECRETARY
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Docket No. 10767-U

In Re: Petition by ICG Telecom Group, Inc. for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996.

ORDER

Appearances

On behalf of ICG Telecom Group, Inc.

Charles V. Gerkin, Attorney
Albert H. Kramer, Attorney
Jacob S. Farber, Attorney

On behalf of BellSouth Telecommunications, Inc.

Fred McCallum, Attorney
Lisa Foshee, Attorney
A. Langley Kitchings, Attorney

On behalf of the Commission Staff

Daniel Walsh, Attorney

On behalf of the Consumers' Utility Counsel Division
Of the Governor's Office of Consumer Affairs

Ron Jackson, Attorney
John Maclean, Attorney

BY THE COMMISSION:

On May 27, 1999, ICG Telecom Group, Inc. ("ICG") petitioned the Commission to decide the unresolved issues in the interconnection negotiations with BellSouth Telecommunications, Inc. ("BellSouth")

Docket No. 10767-U
Page 1 of 11

I. JURISDICTION AND PROCEEDINGS

Under the Federal Telecommunications Act of 1996 (the Federal Act), State Commissions are authorized to decide the issues presented in a petition for arbitration of interconnection agreements. In addition to its jurisdiction of this matter pursuant to Sections 251 and 252 of the Federal Act, the Commission also has general authority and jurisdiction over the subject matter of this proceeding, conferred upon the Commission by Georgia's Telecommunications and Competition Development Act of 1995 (Georgia Act), O.C.G.A. §§46-5-160 *et seq.*, and generally O.C.G.A. §§ 46-1-1 *et seq.*, 46-2-20, 46-2-21, and 46-2-23

On December 18, 1998, BellSouth notified ICG that it wished to negotiate a new interconnection agreement. On May 27, 1999, pursuant to Section 252 of the Federal Act, ICG petitioned the Commission to arbitrate the issues that the parties were unable to negotiate. ICG's initial Petition for Arbitration included 26 issues; however, the parties have settled the majority of these issues.

On August 25, 1999, the Hearing Officer issued a Consent Procedural and Scheduling Order. Both ICG and BellSouth filed testimony on October 8, and rebuttal testimony on October 25, 1999. The Commission held hearings on the matter on November 4 and 5, 1999. The Commission Staff and the Consumers' Utility Counsel Division of the Governor's Office of Consumer Affairs appeared but did not question the witnesses.

The testimony at the hearing addressed the six issues that remained as of the time of the hearing:

1. Until the FCC adopts a rule with prospective application, should dial-up calls to internet service providers ("ISPs") be treated as if they were local calls for purposes of reciprocal compensation?
2. For purposes of reciprocal compensation, should ICG be compensated for end office, tandem, and transport elements of termination where ICG's switch serves a geographic area comparable to the area served by BellSouth's tandem switch?
3. Should BellSouth be required to provide as a UNE "Enhanced Extended Link" Loops ("EELs")?
4. Should BellSouth be required to enter into a binding forecast of future traffic requirements for a specified period?
5. Should the Commission order enforcement mechanisms to ensure BellSouth's compliance with the Performance Measures included in the interconnection agreement?

- 6 Should BellSouth be required to make available as UNEs packet-switching capabilities?

At the hearing, BellSouth and ICG agreed to a set of service quality measurements ("SQMs") contained in the attachment to BellSouth witness Coon's testimony. These are the same service quality measurements that BellSouth agreed to in Louisiana. If the parties agree to amend the SQMs, then the changes would be automatically incorporated into the interconnection agreement. Tr. 127. Any new SQMs ordered by either this or the Louisiana Commission would be automatically adopted into the agreement. Id. Any performance measurement that BellSouth agrees to in either Louisiana or Georgia will be automatically incorporated into this BellSouth-ICG agreement, without the need for Commission approval. Id. The parties were not able to reach agreement on whether enforcement mechanisms to hold BellSouth to the performance standards should be included in the interconnection agreement. After the hearing, ICG and BellSouth reached an agreement on the final issue stated above, the obligation of BellSouth to make available as UNEs packet-switching capabilities.

Pursuant to the Consent Procedural and Scheduling Order, ICG and BellSouth filed briefs on November 22, 1999 and reply briefs on December 6, 1999. The Commission has before it the testimony, evidence, arguments of counsel and all appropriate matters of record enabling it to reach its decision.

II. FINDINGS AND CONCLUSIONS

- A. **Until the FCC adopts a rule with prospective application, should dial-up calls to internet service providers (ISPs) be treated as if they were local calls for purposes of reciprocal compensation?**

In its Petition, ICG asserted that reciprocal compensation is appropriate for calls prior to the adoption of a prospective rule by the FCC. ICG argues that, while the FCC found in its February 26, 1999 Declaratory Ruling, in CC Docket 96-98 (Declaratory Ruling), that ISP traffic is mostly interstate in nature, it also authorized state commissions to find in arbitrations that reciprocal compensation is appropriate for ISP-bound calls until a federal rule is adopted concerning inter-carrier compensation for such traffic. Further, ICG asserts that BellSouth should be economically indifferent to whether it incurs the transport and delivery costs directly or through a reciprocal compensation arrangement with ICG. ICG Post-Hearing Brief, p. 11.

BellSouth maintains the position that the FCC, in its Declaratory Ruling, held that the obligation to pay reciprocal compensation is not applicable to ISP-bound traffic, and that therefore, any inter-carrier compensation mechanism adopted by a state commission is outside the provisions of 252(b)(5). BellSouth Post-Hearing Brief, p. 3. BellSouth urged the Commission to decline ruling on reciprocal compensation, until the final resolution of the FCC's Notice of Proposed Rule-Making on ISP-bound traffic. BellSouth proposed that the parties track ISP-bound traffic and true-up any compensation due after the FCC reaches a final decision on whether ISP traffic is due reciprocal compensation. BellSouth's Post-Hearing Brief, p. 13.

The Commission finds that it has the authority under Section 252 of the Federal Act to order a provision in the arbitration agreement that reciprocal compensation be due for ISP-bound traffic. see Declaratory Ruling ¶ 25 (State commissions "may determine in their arbitration proceedings at this point that reciprocal compensation should be paid for this traffic"). The Commission concludes that, pending the adoption of a federal rule, dial-up calls to ISPs should be treated as local calls for purposes of reciprocal compensation. As the FCC has stated, the FCC's own policy of "treating ISP-bound traffic as local for purposes of interstate access charges would, if applied in the separate context of reciprocal compensation suggest that such compensation is due for that traffic." *Id.* ILECs and CLECs should be compensated for transport and delivery of ISP-bound calls based on the rates established in Docket No. 7061-U. While the FCC's issuance of a Notice of Proposed Rule-Making on ISP-bound traffic does not mean the Commission cannot, or should not, address this question in the context of this Petition, it is efficient to structure its decision in an effort to accommodate, to the degree possible, potential outcomes of the Rule-Making. Accordingly, the Commission directs the parties to track all reciprocal compensation payments, which shall be subject to a true-up mechanism approved by this Commission as warranted by the outcome of the FCC's Rule-Making in CC Docket 99-68 on ISP-bound traffic. Except to the extent the FCC's forthcoming Rule-Making directs otherwise, the parties shall continue under all applicable terms of this order until further order of this Commission.

- B. For purposes of reciprocal compensation, should ICG be compensated for end office, tandem, and transport elements of termination where ICG's switch serves a geographic area comparable to the area served by BellSouth's tandem switch?**

The Commission must answer two questions in order to determine whether ICG should receive reciprocal compensation for end office, tandem and transport elements of termination. The first issue is whether ICG's switch serves a geographic area comparable to the area served by BellSouth's tandem switch. ICG testified that the answer to this question is yes. Tr. 173. BellSouth argues in brief that ICG did not make an adequate showing that the geographic areas are comparable. However, at the hearing, BellSouth did not contradict ICG's assertion. The Commission finds that the ICG's switch serves a comparable geographic area because ICG's assertion to that effect went undisputed.

The second question concerns whether ICG's switch performs the same function as BellSouth's. ICG argues that similar functionality is not a prerequisite to receive the tandem reciprocal compensation rate. However, ICG states that even if the Commission were to find that the same functionality is required, its switch performs the same function as BellSouth's tandem switch. To support this conclusion, ICG references both Alabama and North Carolina Commission findings that the switch functions are similar. Finally, ICG argues that because ICG's switch is identified in the local exchange routing guide ("LERG") as a tandem, it meets BellSouth's own standards for payment of the tandem reciprocal compensation rate. ICG cited BellSouth testimony in an arbitration case before the Florida Public Service Commission that BellSouth would only pay ICG the interconnection rate if ICG's switch was identified in the LERG as a tandem. ICG Post-Hearing Brief, p.28.

In its Post-Hearing Brief, BellSouth references the FCC's language in its First Report and Order that states state commissions "shall consider whether new technologies perform functions similar to those performed by an incumbent LEC's tandem switch" to demonstrate that similar functionality is required to receive the tandem reciprocal compensation rate. BellSouth argues that since ICG has only one voice switch it cannot operate as a tandem switch, and thus, cannot achieve similar functionality.

The Commission finds that the appropriate policy is to compensate ICG for the service that it provides. First, the record supports the conclusion that ICG's switch serves the same geographic area as BellSouth. On the issue of functionality, the Commission finds that ICG's switch serves the same function as a BellSouth switch. For instance, even if a BellSouth customer calls an ICG customer within the same service area, the call has to go through an ICG switch. Therefore, granting ICG the tandem interconnection rate for purposes of reciprocal compensation would allow ICG to recover its costs associated with the transport and termination on its network facilities. See U.S. West Communications v. MFS Intelenet, Inc., 1999 WL 799082, *9 (9th Cir. Oct. 9, 1999). Finally, the Commission is persuaded by the evidence that the LERG identifies ICG's switch as a tandem, and, in other proceedings, BellSouth has considered such identification a prerequisite for receiving the interconnection rate.

C. Should BellSouth be Required to Provide as a UNE, "Enhanced Extended Link" Loops ("EELs")?

The EEL is a UNE combination consisting of a loop, transport and a cross-connect. Like the FCC, the Commission declines to define the EEL itself as a UNE. Third Report and Order, ¶ 478. However, as discussed below, CLECs can obtain at UNE rates combinations of UNEs that BellSouth ordinarily combines in its network.

FCC Rule 315 addressed combinations of unbundled network elements. Rule 315(b) provides:

Except upon request, an incumbent LEC shall not separate requested network elements that the incumbent currently combines

(Emphasis added). BellSouth has interpreted the term "currently combines" as "currently combined." BellSouth defines the term to mean those elements "that are physically in a combined state as of the time the CLEC requests them and which can be converted to UNEs on a 'switch as is' or 'switch with changes' basis. . . . Currently combined elements only include loops, ports, transport or other elements that are currently installed for the existing customer that the CLEC wishes to serve." BellSouth's Post-Hearing Brief, p. 23. ICG argued that BellSouth is obligated to provide EELs as a UNE combination at UNE prices. ICG's Post-Hearing Brief, p. 31.

When the Supreme Court reinstated Rule 315(b), it stated its understanding of the intent of the rule

The reality is that §251(c)(3) is ambiguous on whether leased network elements may or must be separated, and the rule the Commission has prescribed is entirely rational, finding its basis in §251(c)(3)'s nondiscrimination requirement. As the Commission explains, it is aimed at preventing incumbent LECs from "disconnect[ing] previously connected elements, over the objection of the requesting carrier, not for any productive reason, but just to impose wasteful reconnection costs on new entrants." Reply Brief for Federal Petitioners 23. It is true that Rule 315(b) could allow entrants access to an entire preassembled network. In the absence of Rule 315(b), however, incumbents could impose wasteful costs on even those carriers who requested less than the whole network. It is well within the bounds of the reasonable for the Commission to opt in favor of ensuring against an anticompetitive practice.

Iowa Board

It appears clear that the Supreme Court believed that at least one major purpose of Rule 315(b) was to prevent the incumbent from ripping apart elements which were already connected to each other. The Commission agrees that at the very least, Rule 315(b) requires BellSouth to provide combinations of elements that are already physically connected to each other regardless of whether they are currently being used to serve a particular customer. The Supreme Court, however, did not state that it was reinstating Rule 315(b) only to the extent it prohibited incumbents from ripping apart elements currently physically connected to each other. It reinstated Rule 315(b) in its entirety, and it did so based on its interpretation of the nondiscrimination language of Section 251(c)(3). See Third Report and Order, ¶¶ 481 and 482.

The Ninth Circuit Court of Appeals has even recently ruled that it "necessarily follows from AT&T that requiring [the ILEC] to combine unbundled network elements is not inconsistent with the Act . . . the Act does not say or imply that network elements may only be leased in discrete parts." U.S. West Communications v. MFS InteleNet, Inc., 1999 WL 799082, *7 (9th Cir. Oct. 9, 1999). The Commission, however, does not at this time order BellSouth to combine for CLEC's UNEs that BellSouth does not ordinarily combine for itself.

Rule 315(b), by its own terms, applies to elements that the incumbent "currently combines," not merely elements which are "currently combined." In the FCC's First Report and Order, the FCC stated that the proper reading of "currently combines" is "ordinarily combined within their network, in the manner which they are typically combined." First Report and Order, ¶ 296. In its Third Report and Order, the FCC stated that it was declining to address this argument at this time because the matter is currently pending before the Eighth Circuit. Third Report and Order, ¶ 479.¹ Accordingly, the only FCC interpretation of "currently combines"

¹ While the FCC declined to address this argument again in its Third Report and Order, significantly the FCC did not disavow the position it took in the First Report and Order. BellSouth argues that "the FCC made clear that 'currently combined' elements are those elements physically combined as of the time the CLEC requests them and which can be converted to UNEs on a 'switch as is' or 'switch with changes basis.'" BellSouth's Brief on Impact of Third Report and Order, p. 5. The FCC, however, was not stating that Rule 31-315(b) is limited only to currently combined elements. Instead, the FCC was stating that since, at the least, Rule 31-315(b) includes currently combined elements, and since when a CLEC purchases special access the elements are currently combined, that even under the

remains the literal one contained in the First Report and Order. The Commission finds that "currently combines" means ordinarily combined within the BellSouth's network, in the manner which they are typically combined. Thus, CLECs can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed. However, in the event that the Eighth Circuit Court of Appeals determines that ILECs have no legal obligation to combine UNEs under the Federal Act, the Commission will reevaluate its decision on this issue.

Based on the FCC's Third Report and Order, even if this Commission were to limit the definition of "currently combines" to the more restrictive "currently combined" interpretation, CLECs would still be able to obtain and use the same UNE combinations. The process of obtaining them would be more cumbersome, however, and would serve no purpose except to complicate the ordering process and impede competition. According to the FCC, CLECs can purchase services such as special access and resale even when the network elements supporting the underlying service are not physically connected at the time the service is ordered. At the point when the CLEC begins to receive such service, the underlying network elements are necessarily physically connected. The CLECs can then obtain such currently combined network elements as UNE combinations at UNE prices. Third Report and Order, ¶¶ 480, 486. The Commission finds that even assuming *arguendo* that "currently combines" means "currently combined," rather than go through the circuitous process of requiring the CLEC to submit two orders (e.g., one for special access followed by another to convert the special access to UNEs) to receive the UNE combination, the process should be streamlined to allow CLECs to place only one order for the UNE combination.

To the extent that ICG seeks to obtain other combinations of UNEs that BellSouth ordinarily combines in its network, which have not been specifically priced by this Commission when purchased in combined form, the Commission finds that ICG can purchase such UNE combinations at the sum of the stand-alone prices of the UNEs which make up the combination. If ICG is dissatisfied with using the sum of the stand-alone rates, it is free to pursue the bona fide request process with BellSouth to seek a different rate. ICG may purchase EELs from BellSouth at the rates and subject to the conditions established in the Commission's Docket No. 10692-L.

On November 24, 1999, the FCC issued a Supplemental Order to its Third Report and Order. In this Supplemental Order, the FCC modified its conclusion in paragraph 486 of the Third Report and Order to now allow incumbent LECs to constrain the use of combinations of unbundled loops and transport network elements as a substitute for special access service. Supplemental Order, ¶ 4. IXC's may not convert special access services to combinations of unbundled loops and transport network elements, whether or not the IXC's self-provide entrance facilities, unless the IXC uses the combination "to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer." *Id.* at ¶ 5. Accordingly, the Commission finds that in order for ICG to use a loop/transport combination to provide special access service, it must provide a significant amount of local exchange service over the combination. Further, such loop/transport combinations must be connected to a CLEC switch and must be used in the provision of circuit switched telephone exchange service. ICG

more restrictive "currently combined" interpretation. CLECs would be able to convert special access to loop-transport combinations at UNE rates. Third Report and Order ¶ 480.

must "self-certify that they are providing a significant amount of local exchange service over combinations of unbundled loops and transport network elements" in order to convert special access facilities to UNE pricing. *Id.* at footnote 9. The FCC did not find it to be necessary for ILECs and requesting carriers to undertake auditing processes to monitor whether requesting carriers are using UNEs solely to provide exchange access service. *Id.* The Commission finds that BellSouth shall not make auditing a precondition to converting special access to UNEs, thus the conversion of facilities will not be delayed. The Commission finds, however, that BellSouth shall be allowed to audit ICG's records in order to verify the type of traffic being transmitted over EELs. If, based on its audits, BellSouth concludes that ICG is not providing a significant amount of local exchange traffic over the facilities, BellSouth may file a complaint with this Commission.

D. Should BellSouth be required to enter into a binding forecast of future traffic requirements for a specified period?

ICG requested that the interconnection agreement include binding forecasts for trunking facilities to deliver to ICG traffic originated in BellSouth's network. Currently, BellSouth is responsible for the costs associated with the trunking for calls from a BellSouth customer to an ICG customer. Tr 86. However, ICG testified that binding forecasts would ensure that BellSouth would have the requisite capacity on its network to meet ICG's traffic needs as its business expands. In addition, ICG testified that it would commit to BellSouth for a specified volume of traffic to be delivered by BellSouth. If the traffic volume does not meet the forecasted levels, ICG committed to pay BellSouth's full costs for the unused trunks. Tr 86-87. In response, BellSouth argued that binding forecasts are not required by the Federal Act. Moreover, BellSouth questions whether ICG has contemplated all the costs related to binding forecasts. BellSouth's Post-Hearing Brief, p 30.

Merely because an issue is not explicitly spelled out in the Federal Act, does not render it outside its scope. Binding forecasts relate to the quality of service that ICG can provide its customers. Enabling ILECs to provide quality service to its customers promotes competition, and promoting competition is an intent of the Federal Act. The binding forecasts would provide a benefit to ICG without exposing BellSouth to any risk, so long as the costs of unused trunks are passed on to ICG. The interconnection agreement should include the option of the binding forecasts requested by ICG, under the condition that ICG pays for BellSouth's full costs for the unused trunks.

E. Should the Commission order enforcement mechanisms to ensure BellSouth's compliance with the Performance Measures included in the interconnection agreement?

In its May 27, 1999, Petition for Arbitration, ICG included the following issues related to Performance Standards/Measures

- a. Should BellSouth be subject to liquidated damages for failing to meet the time intervals for provisioning UNEs?

- b. Should BellSouth be required to pay liquidated damages when BellSouth fails to install, provision, or maintain any service in accordance with the due dates set forth in an interconnection agreement between the Parties?
- c. Should BellSouth continue to be responsible for any cumulative failure in a one-month period to install, provision, or maintain any service in accordance with the due dates specified in the interconnection agreement with ICG?
- d. Should BellSouth be required to pay liquidated damages when BellSouth's service fails to meet the requirements imposed by the interconnection agreement with ICG (or the service is interrupted causing loss of continuity or functionality)?
- e. Should BellSouth continue to be responsible when the duration of service's failure exceeds certain benchmarks?
- f. Should BellSouth be required to pay liquidated damages when BellSouth's service fails to meet the grade of service requirements imposed by the interconnection agreement with ICG?
- g. Should BellSouth continue to be responsible when the duration of service's failure to meet the grade of service requirements exceeds certain benchmarks?
- h. Should BellSouth be required to pay liquidated damages when BellSouth fails to provide any data in accordance with the specifications of the interconnection agreement with ICG?
- i. Should BellSouth continue to be responsible when the duration of its failure to provide the requisite data exceeds certain benchmarks?

Although the parties reached agreement at the hearing on service quality measurements, the issue of enforcement of the measurements remains unresolved. ICG argued that in order for the performance standards to which the parties have agreed to have meaning, enforcement mechanisms must be in place ICG Post-Hearing Brief, p 41 Without the threat of penalty, BellSouth does not have enough of an incentive to meet the performance standards. BellSouth counters with both a legal and a policy argument. Its legal argument is that ICG is asking the Commission to award compensatory damages, which is outside the scope of Commission authority. BellSouth's Post-Hearing Brief, p. 32-33 BellSouth's policy argument is that it is unnecessary to include enforcement mechanisms in the interconnection agreement because ICG can make use of the Commission's complaint procedures Id at 34

Addressing the legal issue first, the inclusion of enforcement mechanisms in an interconnection agreement are distinguishable from awarding compensatory damages BellSouth

cites Georgia Public Service Commission v. Atlanta Gas Light Company,² to support its claim that the Commission does not have the authority to order the inclusion of enforcement mechanisms in an interconnection agreement. This case involved the Commission ordering a refund to customers after the Company charged a rate that the Commission approved. There is nothing retroactive, however, about the Commission ordering enforcement mechanisms in an interconnection agreement. Moreover, the mere inclusion of the enforcement mechanisms does not, in and of itself, amount to compensatory damages. It is only providing an incentive for BellSouth to meet the performance standards to which it has agreed. In any event, the Commission is specifically authorized to set and enforce terms and conditions of interconnection and unbundling O.C.G.A. § 46-5-164. Therefore, the Commission concludes that it has the authority to order enforcement measures as part of an interconnection agreement.

Despite the Commission's jurisdiction in this area, the specific enforcement measures advocated by ICG, and listed under the Statement of Proceedings, do not find adequate support in the record. The Commission reserves the jurisdiction to adopt for this agreement, enforcement mechanisms that are ordered in future arbitration proceedings.

III. CONCLUSION AND ORDERING PARAGRAPHS

The Commission finds and concludes that the issues that the parties presented to the Commission for arbitration should be resolved in accord with the terms and conditions as discussed in the preceding sections of this Order, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and Georgia's Telecommunications and Competition Development Act of 1995.

WHEREFORE IT IS ORDERED, pending the adoption of a federal rule, dial-up calls to ISPs should be treated as local calls for purposes of reciprocal compensation. ILECs and CLECs should be compensated for transport and delivery of ISP-bound calls based on the rates established in Docket No. 7061-U. However, the Commission directs the parties to track all reciprocal compensation payments, which shall be subject to a true-up mechanism, based upon the outcome of the FCC's Rule-Making in CC Docket 99-68 on ISP-bound traffic.

ORDERED FURTHER, that for the purposes of reciprocal compensation, ICG is entitled to the tandem switch rate.

ORDERED FURTHER, that BellSouth is obligated to provide to ICG EELs at UNE prices because the network elements that comprise EELs are routinely combined in BellSouth's system.

ORDERED FURTHER, that the arbitration agreement shall provide ICG with the option of binding forecasts for trunking facilities to deliver to ICG traffic originated in BellSouth's network, provided that ICG is responsible for the costs of unused trunks.

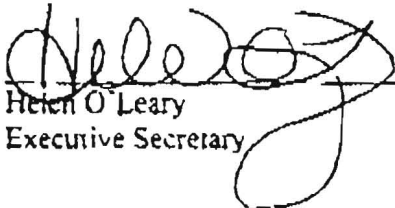
² 205 Ga. 863, 55 S.E. 2d 618 (1949)

ORDERED FURTHER, that enforcement mechanisms are within the Commission's authority. However, the measures proposed by ICG in this proceeding are not supported by the record. Therefore, the Commission will reserve its jurisdiction to incorporate enforcement measures that are approved in a future interconnection arbitration into the ICG-BellSouth interconnection agreement.

ORDERED FURTHER, that a motion for reconsideration, rehearing, or oral argument or any other motion shall not stay the effective date of this Order, unless otherwise ordered by the Commission.

ORDERED FURTHER, that jurisdiction over these matters is expressly retained for the purpose of entering such further Order or Orders as this Commission may deem just and proper.

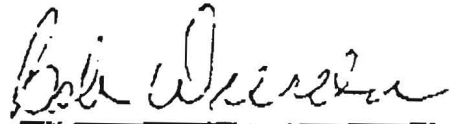
The above by action of the Commission in Administrative Session on the 1st day of February, 2000.



Helen O'Leary
Executive Secretary

Date

02/09/00



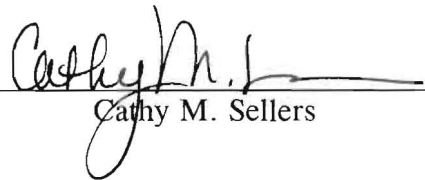
Bob Durden
Chairman

Date

2/10/00

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished this 16th day of March, 2000 by U.S. Mail to Michael P. Goggin, BellSouth Telecommunications, Inc., Museum Tower, Suite 1910, 150 West Flagler Street, Miami, FL 33130, R. Douglas Lackey and E. Earl Edenfield, Jr., BellSouth Telecommunications, Inc., BellSouth Center, Suite 4300, 675 W. Peachtree Street, N.E., Atlanta, GA 30375, Beth Keating, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399 and Nanette Edwards, Regulatory Attorney, ITC DeltaCom, 700 Boulevard South, Suite 101, Huntsville, AL 35802


Cathy M. Sellers