

It added there may be other revenues associated with transport facilities that are recovered through the RIC. To keep these revenues from being imposed on new entrants, and to ensure that incumbent LECs do not double recover revenues associated with transport facilities from new entrants, the FCC excluded 25 percent of the RIC, thereby permitting incumbent LECs to recover only 75 percent of the RIC. The FCC estimated that 25 percent was the amount of revenues improperly included in the RIC for most incumbent LECs. After this discussion, the FCC refers to the Appeals Court remand as being, in part, because tandem switching revenues were included in the RIC rather than in the rate element for tandem switching. In response the FCC finds that excluding the 25 percent is a reasonable exercise of its discretion to prevent revenues associated with the tandem switching revenue requirement from being recovered from purchasers of unbundled local switching.

Earlier in the FCC Order, the FCC stated that it will consider the appropriate disposition of the RIC, including the development of cost-based rates as directed by the Court of Appeals in response to ComTel v. FCC.¹³ The FCC added that, although it is uncertain of the amount of revenues associated with transport facilities that are recovered through the RIC, "in our best judgment, based on the record in the Transport¹⁴ proceeding and other information before us, we find that it is likely that these revenues approach, but probably do not exceed 25 per cent of the TIC for most incumbent LECs. Thus, we believe

¹³ FCC Order at ¶718.

¹⁴ Transport Rate Structure and Pricing, CC Docket No. 91-213, Report and Order and Further Notice of Proposed Rulemaking, 7 FCC Rcd 7006, 7065-7066 (1992).

that 25 percent is a conservative amount to exclude from the TTC to ensure that incumbent LECs do not double recover revenues associated with transport facilities from new entrants.¹⁵

An estimate of tandem revenues in the RIC and an exercise of discretion to prevent purchasers of unbundled local switching from paying for tandem switching is not cost-based rate-making and does not explain such a departure. Paragraph 723, therefore, does not satisfy the remand.¹⁶

Regardless of the FCC's estimates, the RIC contains 80 percent of local tandem costs. Only 20 percent of local tandem costs are recovered in the tandem switching charge. All of the costs assigned into the RIC element, however, are based on Bell costs classified as local transport costs.

I agree with TCG that it would be competitively unfair if Bell continued to collect the RIC charge where TCG provides tandem switching and transport. "Because Bell Atlantic charges only 20% of the cost of its tandem switch in its tandem switching rates, and these rates set an effective ceiling on the rates that TCG can charge, allowing Bell Atlantic to charge the RIC would force TCG and its customers to subsidize Bell Atlantic's tandem

¹⁵ FCC Order at ¶723.

¹⁶ The 75/25 split appears to have limited duration. It will end on June 30, 1997, or on the effective date of final FCC decisions in its universal service and access reform proceedings, or, if the LEC is a Bell Operating Company (BOC), the date on which the BOC is authorized under section 271 of the Act to offer in-region interLATA service. FCC Order at ¶720.

and local transport rates, while denying TCG an opportunity to earn a reasonable return on its access tandem product." TCG Position Paper at 11. As the Court of Appeals noted, "[R]ates for tandem switching that do not reflect the full cost of providing that service will discourage competitors with more efficient transport alternatives from entering the market." ComTel v. FCC, slip op. at 17. This would go against the intent of the Act.

Allowing the tandem company to collect the RIC is a reasonable division of revenues for switched access services. This means where TCG provides the tandem function it collects all of the RIC and where TCG and Bell each provide the tandem function, they share the RIC equally.

C. PERFORMANCE STANDARDS AND PENALTIES

The FCC Order requires that "the quality of an unbundled network element that an incumbent LEC provides, as well as the access provided to that element, must be equal between all carriers requesting access to that element", and that "where technically feasible, the access and unbundled element provided by an incumbent LEC must be at least equal-in-quality to that which the incumbent LEC provides to itself."¹⁷

¹⁷ FCC Order at ¶ 12.

1. The Final Offers.

a. TCG.

1) Performance.

Bell shall provision, install, maintain, repair, and monitor all services, interconnection facilities, unbundled elements, collocation elements, and all other interconnection arrangements, facilities and services ordered by TCG, at the same level of quality which Bell provides to itself or any other party. Bell shall provide to TCG the same level of transmission quality, reliability, maintenance, repair, installation, and other service characteristics, including reporting of results, that it provides to any other party, whether pursuant to written agreement or informal or formal practice. Bell shall upon request provide TCG with complete information about all such performance arrangements and understandings. Such information may be provided pursuant to mutually acceptable confidentiality agreements where the underlying information is treated as confidential by the Bell customer/user, provided that such confidentiality claims are not applied in such a way as to deny TCG essential information concerning the performance standards agreed upon by Bell and the customer/user.

2) Reporting.

Bell shall provide TCG, on a quarterly basis, the information listed on Attachment A to its Statement of Position. The information shall be provided not more than 30 days after the close of a calendar month. Bell shall also report its performance level as

stated on Attachment A that is provided to (1) its internal network clients; (2) any Bell owned affiliates (as affiliates are defined under the Act); (3) to its three largest carrier customers (cumulatively); and (4) to its ten largest commercial customers (cumulatively) for the same period. Bell shall explain any deviation between the performance provided to TCG and that provided to any of these four categories of customers/users, and indicate what steps shall be taken to eliminate any deficiencies between the service provided to TCG and that provided to one or more of these other customers/users. Bell shall also offer to provide to TCG comparable quality and performance reports and measurements to those that it provides to any other customers, specifying as to TCG's services the same types of information, and at the same intervals, that it provides to these other customers.

3) Penalties.

If Bell is not providing a sufficient quality of service to it or a quality below that to Bell or its customers, TCG is entitled to penalties owing to the impact poor quality can have on its business. Tr. 60-63.

TCG's final offer on the issue of penalties associated with poor service quality is contained in Exhibit 9 to TCG's Petition for Arbitration. It is attached hereto as Appendix B.

b. Bell.¹⁸

BA-PA will commit to provide service to TCG at levels that comply with the FCC Order and meet or exceed BA-PA's average network performance levels. BA-PA will provide TCG with performance reports generated in the ordinary course of business.

2. Arbitration Conference Discussion.

a. Performance.

There was no separate discussion on this issue because it was tied into the issue of reporting. Tr. 60-61, 63.

b. Reporting.

Bell believes it has internal reports that address most, if not all, of the issues TCG raises. Bell wants to go over the reports with TCG, and, if they are not adequate, they can determine what additional reporting mechanisms Bell must build into its network. Bell asserts that it is clear throughout the FCC's discussion of unbundled network elements and quality measures related to them, that Bell is entitled to cost-based compensation for generating extra reports. Tr. 68-69.

TCG asserts that if the existing reports are not useful to make comparisons, it should not have to pay for additional reports because Bell must generate them to satisfy the

¹⁸ Bell's Statement of Best and Final Offer at 7.

requirements of the FCC rules. TCG, therefore, is not asking for anything special. The FCC rules contemplate that a party seeking enhanced or better service will be charged for it. Bell will use the report to determine the nature of the service it is providing, so TCG should not have to pay for it. TCG should not have to pay to make sure Bell complies with the FCC rules. Tr. 69-73.

Bell asserts that it tracks trunk provisioning, intervals, etc. on a system basis. To generate a report requires employees to examine records or create programs to isolate a TCG trunk. This requires additional investment and employees. Bell will provide its network performance, and TCG can assess the performance they are receiving from the network based on the order they submit and the service they receive. Bell should not be obligated to build a new system to provide reports for every carrier, especially if TCG does not want to make the investment to do it. As a result of its agreement with MFS, Bell and MFS have joint operations teams which address the specific reports between the companies. Tr. 73-75.

TCG argues that it can track the performance of the service it receives from Bell, but comparing the service to a network average is not helpful because TCG provides local service, but Bell is more diverse. It provides local exchange service and is entering the long distance and internet markets. TCG must be able to determine with certainty that Bell is not discriminating between classes of carriers. TCG needs, therefore, at least carrier class specific reporting requirements because an average hides discrepancies occurring in a particular customer or carrier class. Tr. 75-76.

The OCA prefers some kind of public reporting so that customers of Bell and TCG know how the network functions. Tr. 79-81.

c. Penalties.

Neither party moved from its final offer. Tr. 76-77.

3. Arbitrator's Recommendation.

a. Performance.

I recommend TCG's final offer.

The FCC opined that performance rules are needed. It said: "we believe that incumbent LECs have little incentive to facilitate the ability of new entrants, including small entities, to compete against them.... We are also cognizant of the fact that incumbent LECs have the incentive and the ability to engage in many kinds of discrimination."¹⁹

Bell failed to point out that while the FCC did not set uniform general performance rules, it urged the states to do so.²⁰ Uniform general rules cannot be set in this proceeding, however. But without rules it is natural that an incumbent LEC will be tempted to provide a lesser quality of service to its competitors than it does to itself. I conclude that performance rules are necessary to insure that Bell complies with the FCC mandate.

¹⁹ FCC Order at ¶307.

²⁰ FCC Order at ¶310.

I do not accept Bell's commitment to provide service to TCG at levels that comply with the FCC Order and meet or exceed Bell's average network performance levels. It is vague and does not clearly define a standard of performance. In addition, average network performance levels provide no comparison between Bell's performance to TCG with its performance to itself or other carriers or customers.

I accept TCG's performance standard as the more reasonable one and one which permits a meaningful comparison so that compliance with the FCC requirements can be evaluated.

b. Reporting.

I recommend TCG's final offer.²¹

This issue must be resolved even though the specific services which require specific reports are not yet known. Joint operations teams, such as Bell has with MFS, make sense. Such teams can determine the details of the special services and the reports such services require.

TCG's final offer, set forth in its Position Statement, is reasonable and designed to meet the requirements of the Act, the FCC Order and the FCC's rules. Bell's

²¹ During the conference, Bell offered to have its engineering group meet with TCG to discuss the appropriate reports. Tr. 61. This seems to be similar to the type of joint operations teams Bell has formed with MFS. The parties can consider this as a way of resolving this issue, but I can not because it was not either party's final offer.

final offer to provide TCG with performance reports in the ordinary course of business is vague and, during the conference, Bell could not explain the nature of those reports. Bell's final offer does not meet the standards set forth in the FCC Order and the FCC's rules because the reports it would provide would not allow TCG to determine that Bell's service to TCG is comparable to the service it provides to itself and other customers. I agree with TCG that it should not have to pay for any reports because it is Bell which must demonstrate compliance with the FCC's rules.

c. Penalties.

I recommend Bell's final offer.

I agree with TCG that there is an incentive for a carrier such as Bell not to provide the highest quality service to a competitor such as TCG. I agree with Bell, however, that automatic penalties are not needed. Tr. 77-79. In paragraph 305 of the FCC Order, the FCC notes that TCG and other carriers advocated for performance penalties. In resolving this matter, however, the FCC did not set performance penalties.²¹ Instead, the FCC stated that an aggrieved party can file a section 208 complaint with the FCC and that the FCC will initiate a proceeding to develop expedited procedures to handle section 208 complaints. In addition a carrier could file a section 207 complaint seeking the recovery of damages.²² This

²¹ FCC Order at ¶¶307-311.

²² See FCC Order at ¶¶126-129.

mechanism is a sufficient safeguard to protect TCG's concerns about the quality of service Bell will provide.

D. COLLOCATION

The Telecommunications Act of 1996 and the FCC rules, allow TCG to physically collocate its transmission equipment in the central office of Bell to terminate traffic and to access unbundled network elements and services. This issue relates to the terms and conditions Bell seeks to impose pursuant to its tariff. A copy of Bell's collocation rules, Rule 19 of its tariff,²⁴ is attached hereto as Appendix C so the reader can refer to it while reading the discussion below.

1. The Final Offer.

a. TCG's Final Offer.²⁵

TCG is willing to accept Bell's tariff for collocation provided the following changes are made:

Section 19.3(H): Bell Atlantic does not include any standard service interval for installation of the collocation arrangement. TCG proposes reasonable service intervals in its Exhibit 6²⁶ and requests that should Bell Atlantic fail to meet these standards that the non-recurring fees associated with collocation be refunded to TCG.

²⁴ Rule 19, Access Service, issued June 4, 1996, effective July 19, 1996.

²⁵ TCG's complete final offer is located at Attachment A to its Statement of Position.

²⁶ Exhibit 6, page 15, ¶M calls for a 90 day time frame; Tr. 82-83.

- Section 19.3.2(E):** Bell Atlantic's rights to inspect the collocator's premises should be limited to once every six months otherwise Bell Atlantic may utilize this right in an harassing manner.
- Section 19.3.3:** TCG's position on this issue is contained in Exhibit 6 at page 12, §4(B)(5), which provides that the collocator is responsible for general liability insurance requirements of \$1 million and \$500,000 in employer liability coverage; collocators must also have the option of self insurance.
- Section 19.3.4:** This provision fails to adequately protect the rights of TCG by allowing Bell Atlantic to unilaterally and arbitrarily remove TCG from the premises if space is not being "efficiently used" as determined by Bell Atlantic. This provision should be eliminated.
- Section 19.4(A):** This provision requires TCG to construct a cage around its collocation space. TCG should be entitled to the option of not having a cage.
- Section 19.7:** The monthly recurring cross connect fees Bell Atlantic proposes are excessive and anti-competitive. TCG proposes prices as follows:

	<u>DS3</u>	<u>DS1</u>
Month-to-month	\$77.18	\$7.50
3 year	\$67.65	\$6.46
5 year	\$47.60	\$5.75

Alternatively, TCG requests that it be permitted to construct its own cross connection facilities which would displace the facilities of Bell Atlantic.

b. Bell's Final Offer.²⁷

- Section 19.3(H):** BA-PA will add the 120 day interval to the tariff but declines to include penalty clauses when intervals are exceeded. BA-PA has not experienced any excessive delays in providing both physical and virtual

²⁷ Bell's complete final offer appears in Attachment A to its Statement of Best and Final Offer.

collocation arrangements and believe that the implementation process assures collocator requirements are met.

Section 19.3.2(E): BA-PA's fire, safety, and insurance inspection obligations do not allow it to accept TCG's proposed limitations on inspection of BA-PA's own real estate. If TCG feels it is being harassed, it should bring the matter to the attention of the Commission.

Section 19.3.3: BA-PA believes its insurance requirements are reasonable and does not agree with TCG's position.

Section 19.3.4: BA-PA's requirement conforms to the FCC Order (9586), and should be upheld.

Section 19.4(A): The FCC Order states that the physical separation provided by the collocation cage adequately addresses the physical security arrangements around the collocation space to protect both the LECs and competitors equipment from interference by unauthorized parties. (FCC Order, ¶598; 47 C.F.R. § 51-323(D))

Section 19.7: These prices are currently subject to an investigation at the FCC. BA-PA will comply with the final result of that investigation.

2. Arbitration Conference Discussion.

Section 19.3(H). TCG agrees to the 120 day service interval, but insists that it is within its right to be able to request a refund of non-recurring fees if Bell fails to meet the interval. Bell asserts that TCG has said that its performance in this area is satisfactory and that TCG is concerned with other Bell operating companies. Tr. 83-84.

Section 19.3.3. Bell notes that TCG did not contest Bell's provisions for liability insurance before the FCC. Tr. 87.

Section 19.4(A). TCG should not be required to have a cage around its collocation facilities if it does not have security concerns, and especially if it collocates in a remote central office where no other carrier will be collocating. TCG wants to avoid the additional expense of cage construction. Bell points out that the security concern extends to Bell also. Bell wants to be sure that when TCG personnel are in its office, they are at their facilities and not another entity's facilities. Before Bell filed its tariff, TCG stated that it wanted cages. Tr. 90-92.

Section 19.7. TCG asserts that its cost analysis shows that the rates it proposes for monthly recurring cross connect fees are reasonable. Tr. 93. Bell asserts that the FCC currently is investigating this issue to determine if TCG's claim has any validity, and argues that the Commission should rely on that process. Tr. 93. TCG maintains that the Commission has a duty to resolve issues presented in the arbitration process. Tr. 93.

The rest of the discussion during the conference is contained in my recommendation below.

3. Arbitrator's Recommendation.

a. Section 19.3(H).

I recommend Bell's final offer. The refund of non-recurring fees is unnecessary because TCG is concerned about the performance of other carriers, not Bell, and because TCG did not contest Bell's assertion that it has met and beaten the 120 day interval in the past. Tr. 83-84.

b. Section 19.3.2(E).

I recommend Bell's final offer. If TCG believes Bell's inspections are so frequent as to constitute harassment, it can file a complaint with the Commission.

c. Section 19.3.3.

I recommend Bell's final offer. Its insurance limits are reasonable and TCG did not contest them before the FCC.

d. Section 19.3.4.

I recommend Bell's final offer. Bell's tariff adequately addresses the concerns the FCC expresses in paragraph 586 of the FCC Order: first, that inefficient use of space by one competitive entrant could deprive another entrant of the opportunity to collocate facilities or expand existing space, and, second, that incumbent LECs do not unreasonably "warehouse" space .

e. Section 19.4.(A).

I recommend Bell's final offer. Bell's tariff regarding cages around collocation facilities is in compliance with paragraph 598 of the FCC Order and Section 51.323(I) of the FCC's rules. These provisions, as Bell notes, are directed at security concerns beyond TCG's. TCG should not have the option of not having a cage around its collocation facilities.

f. Section 19.7.

I recommend Bell's final offer. Its current tariff rate is the proxy rate set in paragraph 826 of the FCC Order.

Bell's tariff containing collocation rates is in effect, subject to investigation by the FCC. Tr. 94. TCG maintains that the FCC Order distinguishes between collocation in existing tariffs and as elaborated in the Act and that the Commission has the discretion to establish rates for cross connections between TCG and Bell. Those rates would apply between TCG and Bell regardless of the level of Bell's tariff rates. Tr. 94-95.

Bell has a different interpretation of what this Commission can do. The FCC Order requires rates for elements like collocation to be established by assessing TELRIC-type costs. Bell expects the FCC to do this during its investigation of Bell's tariff. The FCC Order does not provide an interim proxy for collocation. According to Bell, if the Commission is to set an interim proxy, it must do so based on a showing of the costs, and neither party's costs are in the record. Tr. 95.² Absent a cost of service investigation, paragraph 826 of the FCC Order sets a proxy ceiling of the rates the LEC has in effect in its federal expanded interconnection tariff for the equivalent services. Tr. 95-96.

Bell rejected TCG's offer that it use rates subject to true up based on the results of a forward-looking cost study, asserting that the FCC Order provides that there is no true

² The parties filed cost analyses after the arbitration conference. Tr. 101-104. They are at Appendix B to TCG's Position Statement and at Appendix B to Bell's Statement of Best and Final Offer.

up from the proxies. Tr. 95-96. Bell also rejected TCG's alternative proposal that it be permitted to construct its own cross connection facilities because the cross connect, a facility outside TCG's cage, runs through Bell's office. Bell rejected TCG's amended alternative proposal that it be permitted to purchase the capital equipment necessary to establish the cross connection because Bell uses the equipment for multiple carriers, so if TCG provides it on a dedicated basis, it will increase costs to itself and other carriers. Tr. 97-98.

The OCA opines that the Act prohibits the FCC from withholding an arbitration issue from the Commission, so the Commission is not prohibited from deciding this issue because the FCC has already set a rate on cross connections. Tr. 99-100.

Given the time constraints imposed on this proceeding, it is not possible to test the parties' cost analysis of cross connection costs and determine which is the most reasonable. Accordingly, I accept the proxy rate set in Paragraph 826 of the FCC Order. Doing so is neither a failure to arbitrate this issue, nor a usurpation of this issue by the FCC. Accepting the proxy rate is selecting the most reasonable of the final offers TCG and Bell submitted in this arbitration proceeding.

E. COMPENSATION FOR PRIMARY DIRECTORY LISTINGS

1. The Final Offers.

a. TCG's Final Offer.²⁹

TCG proposes the same bargain it struck with BellSouth, NYNEX, Pacific Bell, and the Southern New England Telephone Company: TCG will provide its customer listing information to the incumbent LEC at no charge and TCG will forego all revenues associated with the sale of that customer information to third party vendors. In exchange, the incumbent LECs voluntarily agreed to (1) provide TCG's customers with a primary listing in the "white pages" directories at no charge, (2) distribute the directories to TCG's customers at no charge, and (3) provide TCG with a reasonable bulk shipment of directories for TCG's own distribution.

b. Bell's Final Offer.³⁰

BA-PA maintains that its \$5 nonrecurring charge is eminently reasonable. BA-PA will withhold TCG's customer listings from sales of bulk listings to third parties at TCG's request.

²⁹ TCG's Statement of Position at 17-18.

³⁰ Bell's Statement of Best and Final Offer at 14.

2. Arbitration Conference Discussion.

TCG asserts that the value Bell gets from TCG customer information is equal to the value TCG gets from Bell listing TCG customers in Bell's directory. TCG responds to Bell's offer to withhold TCG's customers from Bell's sales of listings to third parties by noting that trust becomes an issue. Accounting mechanisms would have to be used. TCG believes its offer is a simple solution. Tr. 111-112.

Bell asserts that it is entitled to charge the \$5 service order charge for putting TCG's customers in its directory. It adds that if TCG believes that its customer listings have a value in the market place, Bell will not sell them and TCG can. Tr. 113.

TCG responds by noting that the value of its listings goes beyond a sale to third parties. With TCG's listings, Bell will have the most complete directory in the market and this will secure Bell's position in a very competitive market. Tr. 114.

The OCA notes that the Commission did not adopt TCG's position in the MFS case. It adds that if a TCG customer opts not to be added to Bell's data base, the customer be informed that it will not be located by any telephone operator, even in an emergency. Tr. 114-115.

3: Arbitrator's Recommendation.

I recommend Bell's final offer.

It costs Bell more than \$12 to process a service order for adding a co-carrier customer's listing to its directories.³¹ The Commission's regulations require TCG to provide directory services.³² This means that Bell's \$5 nonrecurring charge for including TCG's customers' primary listing in its directories fulfills TCG's obligation for less than it would cost TCG to do it.

TCG's argument that including its customers in Bell's listings makes Bell's directory more marketable is speculative. Presumably, most of TCG's customers were in Bell's directory before they were TCG customers, so just because they are included in Bell's directory as TCG customers does not make the directory more valuable.

Bell's offer to withhold TCG's customer listings when and if it sells bulk listings to third parties at TCG's request is reasonable. TCG can realize the value of those listings by marketing them itself.

III. RECOMMENDED ORDER

Therefore;

IT IS ORDERED:

1. That TCG of Pittsburgh charge Bell Atlantic-Pennsylvania, Inc. a rate of \$0.005 per minute for the termination of traffic at the switch of TCG of Pittsburgh.

³¹ See Nonrecurring Service Order Cost - Directory Listing (final draft) (in Volume 1 of the supporting documents submitted by BA-PA).

³² See 52 Pa. Code §63.21.

2. That TCG of Pittsburgh is permitted to offer competing access tandem service and to negotiate with Bell Atlantic-Pennsylvania, Inc. to provide jointly provided switched access services.

3. That for tandem switched access TCG of Pittsburgh is permitted to collect the Residual Interconnection Charge from Bell Atlantic-Pennsylvania, Inc. where TCG of Pittsburgh provides the tandem switch and Bell Atlantic-Pennsylvania, Inc. provides the end office switch.

4. That for tandem switched access TCG of Pittsburgh and Bell Atlantic-Pennsylvania, Inc. each collect one-half of the Residual Interconnection Charge where each provides a tandem function.

5. That Bell Atlantic-Pennsylvania, Inc. provide, install, maintain, repair, and monitor all services, interconnection facilities, unbundled elements, collocation elements, and all other interconnection arrangements, facilities and services ordered by TCG of Pittsburgh, Inc., at the same level of quality which Bell Atlantic-Pennsylvania, Inc. provides to itself or any other party.

6. That Bell Atlantic-Pennsylvania, Inc. provide to TCG of Pittsburgh, Inc. the same level of transmission quality, reliability, maintenance, repair, installation, and other service characteristics, including reporting of results, that it provides to any other party, whether pursuant to written agreement or informal or formal practice.

7. That Bell Atlantic-Pennsylvania, Inc., upon request, provide TCG of Pittsburgh, Inc. with complete information about all such performance arrangements and

understandings, and provided further that such information may be provided pursuant to mutually acceptable confidentiality agreements where the underlying information is treated as confidential by the Bell Atlantic-Pennsylvania, Inc. customer/user, provided that such confidentiality claims are not applied in such a way as to deny TCG of Pittsburgh, Inc. essential information concerning the performance standards agreed upon by Bell Atlantic-Pennsylvania, Inc. and the customer/user.

8. That Bell Atlantic-Pennsylvania, Inc. provide TCG of Pittsburgh, Inc., on a quarterly basis, the information listed on Attachment A to the Statement of Position of TCG of Pittsburgh in this proceeding, provided further that the information be provided not more than 30 days after the close of a calendar month.

9. That Bell Atlantic-Pennsylvania, Inc. report its performance level, as stated on Attachment A to the Statement of Position of TCG of Pittsburgh in this proceeding, provided to (1) its internal network clients; (2) any Bell Atlantic-Pennsylvania, Inc. owned affiliates (as affiliates are defined under the Telecommunications Act of 1996); (3) to its three largest carrier customers (cumulatively); and (4) to its ten largest commercial customers (cumulatively) for the same period, and provided further that Bell Atlantic-Pennsylvania, Inc. explain any deviation between the performance provided to TCG of Pittsburgh, Inc. and that provided to any of these four categories of customers/users, and indicate what steps shall be taken to eliminate any deficiencies between the service provided to TCG of Pittsburgh, Inc. and that provided to one or more of these other customers/users.

10. That Bell Atlantic-Pennsylvania, Inc. offer to provide to TCG of Pittsburgh, Inc. comparable quality and performance reports and measurements to those that it provides to any other customers, specifying as to TCG of Pittsburgh, Inc.'s services the same types of information, and at the same intervals, that it provides to these other customers.

11. That if Bell Atlantic-Pennsylvania, Inc. fails to comply with paragraphs five, six, seven, eight, nine or ten of this Order, TCG of Pittsburgh may seek compliance by taking the appropriate action before the Federal Communications Commission or this Commission.

12. That Bell Atlantic-Pennsylvania, Inc. add to Section 19.3(H) of its Federal Communications Commission collocation tariff a 120 day interval for the installation of the collocation arrangement.

13. That Bell Atlantic-Pennsylvania, Inc. charge TCG of Pittsburgh a \$5 nonrecurring service order charge for listing the customers of TCG of Pittsburgh in Bell Atlantic-Pennsylvania, Inc.'s directory.

14. That upon request by TCG of Pittsburgh, Bell Atlantic-Pennsylvania, Inc. withhold the customer listings of TCG of Pittsburgh from Bell Atlantic-Pennsylvania, Inc.'s sale of bulk listings to third parties.

Date: September 6, 1996



LARRY GESOFF
Administrative Law Judge

Item 4	Ten page exhibit submitted in Pennsylvania arbitration case by Bell Atlantic after receipt of ALJ order regarding initial proposals for comparative reporting of performance data
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ATTACHMENT A

Performance Measurement	Actual ILBC Service Performance (by Quarter)					
	DSO	DSI	DSJ	Multiplexing	CLBC Trunking	Unbundled Loops
INSTALLATION						
Number of Installations						
Average Interval (in days)						
% Install on time						
SERVICE QUALITY						
No. of Repairs						
Mean Time to Repair						
No. of Failures						
Failure Frequency %						
% Availability						

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