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June 9, 1999

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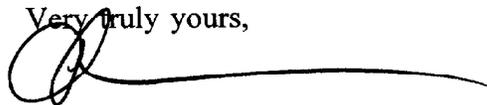
Re: CC Docket No. 99-169

Dear Secretary Salas:

Enclosed please find an original and seven (7) copies of the Reply Comments of Global NAPs Inc. in the above-referenced proceeding.

Please return a filed-stamped copy of this letter to me in the enclosed stamped, self-addressed envelope.

Very truly yours,



Christopher W. Savage

cc: Attached Service List

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Before the
Federal Communications Commission
Washington, D.C. 20554

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JUN 9 1999

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of

Petition of Global NAPs South, Inc. for
Preemption of the Jurisdiction of the
Pennsylvania Public Utility Commission
Regarding Interconnection Dispute with Bell
Atlantic-Pennsylvania

CC Docket No. 99-169

REPLY COMMENTS OF GLOBAL NAPs, SOUTH, INC.

1. Introduction and Summary.

Global NAPs, South, Inc. ("Global NAPs") respectfully responds to the comments of various parties on its Petition to preempt the jurisdiction of the Pennsylvania Public Utility Commission (the "Pennsylvania Commission") regarding Global NAPs' interconnection dispute with Bell Atlantic-Pennsylvania ("Bell Atlantic").

As noted in Global NAPs' earlier comments in this matter (and those of the Pennsylvania Commission), that body has established an expedited procedure for resolving Global NAPs' dispute with Bell Atlantic. Pursuant to that procedure, a hearing — limited to issues relevant under 47 C.F.R. § 51.809 — is scheduled for tomorrow. A "recommended decision" from the Administrative Law Judge regarding Global NAPs' right to opt into the agreement in question due in about two weeks (by June 27, 1999). Global NAPs recommends, as noted in its earlier comments, that this matter be held in abeyance while that procedure is implemented. Assuming that the decision is issued on schedule, and that the matter does not otherwise become bogged down in procedural or other tangles, there will be no need for this Commission to act in this matter and Global NAPs will voluntarily dismiss the instant petition. That said, "it ain't over

till it's over," and this matter should remain open at this Commission so that any recurrence of delays such as those Global NAPs has already experienced may be promptly addressed.

Aside from its now-familiar (and always erroneous) anti-Global NAPs, anti-Internet screed, Bell Atlantic argues that if Global NAPs is displeased with the Pennsylvania Commission's conclusion that the underlying dispute here is not subject to arbitration, Global NAPs should go to federal court. That is wrong. Global NAPs *does* disagree with that conclusion, but recognizes that the issue will be moot if the expedited procedure adopted by the Pennsylvania Commission actually results in an interconnection agreement for Global NAPs. But if Global NAPs is correct, then the Pennsylvania Commission's failure to establish an interconnection agreement between Bell Atlantic and Global NAPs constitutes a failure by that Commission to perform its duties under the Act, so relief from this Commission under 47 U.S.C. § 252(e)(5) is proper.

MCI Worldcom and Ameritech raise other issues that do not directly bear on the immediate jurisdictional question before the Commission. MCI Worldcom argues that Global NAPs should not have presented its dispute to the Pennsylvania Commission as an "arbitration," because Section 252(i) rights stand alone. Global NAPs agrees that Section 252(i) rights are legally distinct from negotiation/arbitration rights under Section 251(c) and Section 252(b) and may be pursued entirely separately. But those separate rights do not *preclude* a CLEC from presenting an existing agreement to an ILEC *as a negotiating demand*, and then invoking arbitration rights if that demand is not met. That is what happened here. Global NAPs would, of course, have no objection to the Commission adopting MCI WorldCom's suggestion to declare that an existing contract may be "opted into" automatically, with no need either for ILEC assent or for state commission approval of the resulting arrangement between the ILEC and the CLEC.

Ameritech seeks to establish as a matter of law that an opted-into agreement must terminate on the same precise date as stated in the agreement being opted into. Ameritech is wrong. That question is a matter of contract interpretation in each case. If the parties to the contract being opted into actually intended a fixed termination date, then that is what available

for opting into. If the parties did not so intend, then an equivalent term contract may be available for opting in. If Ameritech or other ILECs are concerned about this point, it would not be difficult to draft contract language that limits the contract to a date certain more clearly and effectively than does the language in the contract at issue here.

2. The Pennsylvania Commission's Expedited Process Is Underway.

As noted above, under the expedited procedure established by the Pennsylvania Commission, there will be a hearing tomorrow. A ruling on the merits from the Administrative Law Judge is to be issued by June 27, 1999.

Global NAPs has only one observation about this process at this time. The Pennsylvania Commission's order itself characterizes the expedited procedure it establishes as being adopted to comply with this Commission's directive that Section 252(i) disputes be resolved in an expedited manner. See Petition of Global NAPs South, Inc. for Arbitration of Interconnection Rates, Terms and Conditions and Related Relief, *Opinion and Order*, Docket No. A-310771 (May 27, 1999) ("*Opinion and Order*") at 18. Implicit in that statement is the recognition that during the period from August 1998 (when Global NAPs requested to opt into the agreement in question) through (essentially) tomorrow, ***Global NAPs has not received the benefit of the expedited procedure to which it is entitled.*** It follows that a fair resolution of this matter must include a recognition of the time that Global NAPs lost by virtue of the procedural difficulties it encountered at Bell Atlantic's behest. In all likelihood this issue will be properly addressed by the Pennsylvania Commission. If, however, it is not, Global NAPs will bring the matter to this Commission's attention at an appropriate time.¹

¹ The issue referred to in the text arises because of a dispute between Global NAPs and Bell Atlantic over the temporal duration of the contract that Global NAPs seeks to opt into. Global NAPs believes that the contract, properly interpreted, runs from the date of execution for a period of three years. Bell Atlantic believes the contract terminates on its own terms on July 1, 1999. One can imagine a scenario under which Bell Atlantic prevails on this viewpoint and then — since the ultimate decision by the Pennsylvania Commission will not likely be rendered until after July 1 — cries, "Gotcha!" and refuses to perform under the contract at all. Such a result would be plainly inappropriate, because if Bell Atlantic had not stonewalled Global NAPs in August and September 1998 (when Global NAPs first sought to opt (continued...))

3. The Commission Should Disregard Bell Atlantic's Stale Screed Of Anti-Global NAPs, Anti-Internet, Anticompetitive Propaganda.

As in related matters, Bell Atlantic is using this proceeding as an opportunity to yet again attack the legitimacy of Global NAPs' existence and operation. The essence of Bell Atlantic's argument is that there is something inappropriate about a CLEC focusing on the telecommunications needs of Internet Service Providers ("ISPs"). Bell Atlantic argues that Global NAPs is not properly viewed as a "carrier" because of the fact that Global NAPs has focused and will focus on serving ISPs.² Putting aside the blatant anticompetitive and exclusionary purpose and effect of Bell Atlantic's argument, it is plainly wrong on the merits as well.³

At the outset, Bell Atlantic's effort to impugn Global NAPs' status as a "carrier" is baseless. This Commission has repeatedly stated its view that (a) providing dial-in connections to ISPs is "really" a type of switched access, but that (b) that service is to be "treated as" a form of normal business telephone exchange service.⁴ Under the definitions in the Communications Act, a "local exchange carrier" is an entity that provides either telephone exchange service, or exchange access service.⁵ Under that definition, whether the focus is on what the service

¹(...continued)

into the agreement in question), or if the Pennsylvania Commission had handled Global NAPs' dispute on an expedited basis, as it now recognizes it should have, Global NAPs would long since have had a ruling establishing its right to operate under the contract at issue — even if Bell Atlantic is right about its termination date. At a minimum, therefore, any decision by the Pennsylvania Commission that does not correct for this problem will constitute a denial of Global NAPs' interconnection and "opt in" rights.

² Bell Atlantic Comments at 2-4.

³ Global NAPs in fact does serve customers other than ISPs, and plans to expand its efforts to do so. But Bell Atlantic would be wrong even if Global NAPs were committed to never provide any service to anyone other than ISPs.

⁴ See Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-Carrier Compensation for ISP-Bound Traffic, *Declaratory Ruling in CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68*, CC Docket Nos. 96-98 & 99-68 (rel. February 26, 1999) ("*Declaratory Ruling*"), *passim*.

⁵ See 47 U.S.C. §§ 153(26) (defining "local exchange carrier"); 153(16) (defining "exchange access"); 153(47) (defining "telephone exchange service").

provided to ISPs “really” is, or on what that service is to be “treated as,” providing that service is a function for local exchange carriers. It follows that when Global NAPs provides network connections to ISPs, it is acting as a “carrier.”

As to Bell Atlantic's generic claim that there is something unreasonable about paying compensation to carriers who deliver traffic from Bell Atlantic's end users to ISPs, Bell Atlantic has no basis in law, economics, or regulatory policy to object to such payments. In raw economic terms, the carriers serving the ISPs are performing work which Bell Atlantic has been paid by its end users either to do, or to arrange for. Moreover, by performing that work the CLECs allow Bell Atlantic to avoid significant costs. Allowing Bell Atlantic and its end users to have a free ride on the multi-million dollar investment in switching and related gear that has been made by Global NAPs and others is the economic equivalent of declaring ISPs “off limits” to competition.

In terms of regulatory policy, while the true metaphysical and jurisdictional nature of ISP-bound traffic is ambiguous, it is absolutely certain that since 1983 this Commission has declared that ISPs may purchase connections to the public switched network on the same terms as business end users, precisely in order to allow such entities to receive local calls. In May 1997 this Commission re-affirmed its fourteen-year-old policy of treating entities such as ISPs as end users — that is, as business local exchange customers of local exchange carriers. In its order re-affirming this policy, the FCC stated that one effect of its policy was that ISPs could receive local calls from their customers:

As a result of the decisions the Commission made in the *Access Charge Reconsideration Order* [in 1983], ***ISPs may purchase services from incumbent LECs under the same intrastate tariffs available to end users.*** ISPs may pay business line rates and the appropriate subscriber line charge, rather than interstate access rates, even for calls that appear to traverse state boundaries.⁵⁰²

⁵⁰² *ESP Exemption Order*, 3 FCC Rcd at 2631 nn. 8, 53. To maximize the number of subscribers that can reach them ***through a local call***, most ISPs have deployed points of presence.⁶

This specific approach was affirmed in federal court, over a challenge to it by Bell Atlantic itself. In *Southwestern Bell v. FCC*, the court stated:

ISPs subscribe to LEC facilities in order to ***receive local calls*** from customers who want to access the ISP's data, which may or may not be stored in computers outside the state in which the call was placed. An IXC, in contrast, uses the LEC facilities as an element in an end-to-end long-distance call that the IXC sells as its product to its own customers.

153 F.3d 523, 542 n.9 (8th Cir. 1998) (emphasis added). As long as this so-called access charge “exemption” remains in place, the only policy that makes sense is to treat ISP-bound calls as though they were local calls.

Bell Atlantic knew full well that such “local” treatment was the well-understood, logical implication of the Commission’s policies regarding such traffic, as shown by its May 1996 Reply Comments in the *Local Competition* proceeding. Bell Atlantic explained that if the ILECs overpriced interconnection, they would be immediately punished in the market by CLECs who focused on serving customers who primarily receive calls — including, specifically, ISPs:

[T]he notion that bill and keep is necessary to prevent LECs from demanding too high a rate reflects a fundamental misunderstanding of the market. If these rates are set too high, the result will be that new entrants, who are in a much better position to selectively market their services, ***will sign up customers whose calls are predominantly inbound***, such as credit card authorization centers and ***internet access providers***. The LEC would find itself writing large monthly checks to the new entrant.

⁶ In the Matter of Access Charge Reform, Price Cap Performance Review for Local Exchange Carriers, Transport Rate Structure and Pricing, and End User Common Line Charges, *First Report and Order*, 12 FCC Rcd 15982 (1997) at ¶ 342 & n.502 (emphasis added).

Reply Comments of Bell Atlantic, CC Docket No. 96-98 (filed May 30, 1996) (emphasis added). So not only does requiring inter-carrier compensation make economic sense in general, Bell Atlantic itself has long recognized that requiring reciprocal compensation under Section 251(b)(5) for ISP-bound calls will have a salutary effect on inter-carrier negotiations under the Telecommunications Act of 1996.

In terms of law, as the Commission found in the *Declaratory Ruling*, irrespective of the literal scope of Section 251(b)(5) obligations under current Commission rules, it is completely permissible for parties to have agreed to treat ISP-bound calls as local. *Declaratory Ruling* at ¶ 23. Moreover — in light of the economic and policy considerations just noted — the *Declaratory Ruling* recognizes that it is likely that they actually did so agree, absent some evidence in the contract of special efforts to segregate such traffic and treat it differently. *See id.* at ¶ 24. Many states have found that this is exactly what the parties actually agreed to in various individual cases — including, in Bell Atlantic's case, the Delaware Public Service Commission, interpreting a contract that is substantively identical to the one at issue here.⁷

Confronted with no plausible legal, regulatory, or economic justification for excluding Global NAPs from the market and paying Global NAPs appropriate compensation for handling ISP-bound calls, Bell Atlantic resorts to the corporate equivalent of an *ad hominem* argument: try to make Global NAPs out to be some sort of sham carrier, riding a “gravy train” and exploiting loopholes in the system.⁸

⁷ State-level decisions on the merits supporting such a finding include those made by Delaware, Florida, Ohio, Alabama, Nevada, Oregon, Washington and Hawaii. The recent Massachusetts order that Bell Atlantic touts actually rested on a (confused and erroneous) but different legal ground. The DTE now claims that it believed itself *compelled* by prior FCC precedent to rule that ISP-bound calls “were” local, but that, in light of the FCC's purported *reversal* of prior precedent in the *Declaratory Ruling*, the DTE was freed from that compulsion. The order did not purport to resolve in any final way whether ISP-bound calls were in fact intended by the parties to the interconnection agreement at issue to be encompassed within the “local” rubric, and, indeed, directed the parties to negotiate the issue, with DTE mediation if need be. Global NAPs has already requested that the DTE help mediate its dispute with Bell Atlantic.

⁸ Bell Atlantic Comments at 2-3. Bell Atlantic claims that Global NAPs “today receives more than twelve million dollars a year in such compensation from Bell Atlantic in Massachusetts alone.” *Id.* at 2. Would that it were so. As this Commission is aware, Bell Atlantic stopped paying compensation for ISP-
(continued...)

Bell Atlantic, of course, is wrong. The public policy of the United States favors growth of the Internet and facilitation of easy public access to it. DSL and cable modem deployment are growing, but for the next several years dial-up will be the dominant form of residential connection, and will grow in absolute terms. That means that the local exchange industry will need to deploy a great deal of new switching equipment to accommodate that growth. Otherwise, ISPs who need dial-in lines to meet growing consumer demand will be unable to meet that demand. The public interest, along with the private businesses of the ISPs, will suffer. There is no remotely plausible basis to conclude that there is anything inappropriate about an entrepreneurial CLEC recognizing the growing demand in this market niche and deploying resources and risk capital to meet it.

For this reason, among others, Bell Atlantic's entire "gravy train" and "loophole" innuendoes simply collapse when they are examined more closely. Putting the matter charitably, Bell Atlantic appears to have confused concerns about the compensation *rate* and twisted them into concerns about whether compensation should be paid at all.

In the long run, non-cost-based rates for delivering ISP-bound traffic, or any other traffic, cannot be sustained, *as long as the competitive market is allowed to flourish*. Some ILECs may be extremely efficient at delivering traffic to their subscribers. They will eventually be saddled with appropriately low cost-based rates.⁹ CLECs will have to be efficient indeed to survive in that economic environment. Other ILECs, however, may not be so efficient. For those ILECs, higher cost-based call termination rates will be an appropriate economic signal to

⁸(...continued)

bound calls in Massachusetts in mid-March, and (as noted above) the Massachusetts DTE recently issued an (erroneous) ruling to the effect that it had previously been compelled to require such payments by this Commission's precedents, but that the *Declaratory Ruling* reversed those precedents, ending mandatory compensation. So Bell Atlantic has not paid Global NAPs for the work that Global NAPs has done for Bell Atlantic and its end users, for approximately two months. It is curious that Bell Atlantic chose not to advertise its multi-million dollar free ride in its filing here.

⁹ The Virginia State Corporation Commission, for example, recently ruled that Bell Atlantic's TELRIC cost of terminating a minute of traffic is between \$0.001 and \$0.002.

CLECs enter the market, precisely to compete away from the ILECs the business of terminating calls, at which (by hypothesis) the CLECs are *more* efficient.

Although one could not tell it from Bell Atlantic's filing, the fact of the matter is that Global NAPs is on record at this Commission and elsewhere suggesting that an appropriate termination rate for ISP-bound calls is an analogous ILEC cost-based rate — either a TELRIC rate established for application under Section 251(b)(5) or the ILEC's applicable interstate switched access terminating local switching rate. Global NAPs is not seeking to ride any "gravy train" or to exploit any "loophole." Global NAPs is simply seeking to enter the Pennsylvania telecommunications market, on the same terms as other providers, to serve ISPs and others who are ill-served by Bell Atlantic's historical disdain for that and other market segments.¹⁰

* * * * *

The matter immediately at hand is whether the Commission should preempt the jurisdiction of the Pennsylvania Commission in this matter. If the Pennsylvania Commission follows through on its expedited process, the answer will be no. If it does not, the answer will be yes. The 90-day period provided in the statute for consideration of this question gives the Pennsylvania Commission adequate time to moot this entire matter by rendering an appropriate decision. Global NAPs hopes and expects that this will, indeed, be the outcome here, but will keep this Commission advised of further developments as necessary.

¹⁰ While Global NAPs supports cost-based rates for ISP-bound traffic, Global NAPs also supports nondiscrimination. If Bell Atlantic has agreed to pay an above-cost rate to CLECs that compete with Global NAPs, Bell Atlantic may not put Global NAPs at a disadvantage relative to its competitors by paying Global NAPs a lower rate.

4. MCI WorldCom's Legal Analysis Is Reasonable As Far As It Goes, But Does Not Reflect The Full Scope Of CLEC "Opt-In" Rights.

MCI Worldcom argues that Global NAPs should not have presented its dispute to the Pennsylvania Commission as an "arbitration," because Section 252(i) rights stand alone.¹¹ Global NAPs agrees that it should not have *had* to present its dispute to the Pennsylvania Commission as an arbitration. It does not agree, however, that it did not have the *right* to present its dispute to that Commission as an arbitration.¹²

Section 252(i) rights are legally distinct from negotiation/arbitration rights under Section 251(c) and Section 252(b). Section 252(i) is that sense self-executing, in that it states that an ILEC "shall make available" an existing agreement to any requesting CLEC. For this reason, Global NAPs would have no objection to the Commission adopting MCI WorldCom's suggestion to declare that an existing contract may be "opted into" automatically, with no need either for ILEC assent or for state commission approval of the resulting arrangement between the ILEC and the new CLEC.

But Section 252(i) has broader application than that. Various subsections of Section 251(c) require the ILEC to make interconnection available on terms that are "non-discriminatory" and "in accordance with the requirements of ... section 252." *See, e.g.*, Section 251(c)(2)(D). It follows that, among other things that a CLEC might demand in the course of a negotiation, a CLEC may insist on getting "the same deal" that some other CLEC got. Nothing about the fact that Section 252(i) stands on its own remotely suggests that a CLEC may not, during negotiations, rely on the fact that compliance with Section 252(i) is embodied in the ILECs' obligation to negotiate an agreement that complies with Sections 251(b) and 251(c). For

¹¹ MCI WorldCom Comments at 2 (arguing that Global NAPs should not have brought its dispute to the Commission as an arbitration); *passim*.

¹² In this respect, Global NAPs disagrees with the *Opinion and Order* to the extent that it declares Global NAPs' dispute with Bell Atlantic to be non-arbitrable. That disagreement will be moot, however, to the extent that the ongoing expedited proceeding actually results in an interconnection agreement between Bell Atlantic and Global NAPs.

that reason, if an ILEC *in the course of negotiations* refuses to make available "the same deal" that was made available to another CLEC, that refusal creates a dispute that is subject to arbitration, precisely because it constitutes a failure to comply with Section 251(c).

Again, Global NAPs supports a Commission ruling that would clarify that opt-in rights are fully self-executing at the option of the CLEC. But there is no basis to conclude that an ILEC's failure to comply with its obligation to negotiate in good faith by the particular device of refusing to comply with Section 252(i) is not subject to arbitration as well.¹³

5. Ameritech's Proposed Rule Regarding Contract Interpretation Is Baseless.

Ameritech wants the Commission to establish a rule that any contract that contains a fixed termination date cannot be "opted into" for a period that extends beyond that fixed date.¹⁴ There is no conceivable basis for issuing such a rule.

Consider the following two (completely hypothetical) provisions from two different (completely hypothetical) interconnection contracts:

Term (1). This Agreement contains a number of specific provisions that were negotiated between the parties that reflect the fact that CLEC has not yet begun operations in the State. The parties specifically intend to give CLEC, by virtue of its new entrant status, a stable and predictable period of three years from the date upon which the contract becomes effective during which it may operate under the terms hereof. The rates, terms and conditions in this Agreement have been specifically negotiated to provide reasonable compensation to CLEC for the fact that it will not have achieved significant economies of scale in its operations, which rates, terms and conditions would not necessarily apply to CLEC after it has been operational for three years. For these reasons, this contract shall in all respects be construed as extending for a stable period of three years from the date on which it becomes effective.

¹³ Part of the problem here, of course, is that the rule that MCI WorldCom urges the Commission to adopt was not expressly in place at the time that Global NAPs had to make its various litigation decisions in the real world.

¹⁴Ameritech Comments, *passim*.

As compared to:

Term (2). The rates, terms and conditions of this Agreement have been negotiated in light of the specific legal, regulatory, and technological factors affecting the telecommunications industry in the State as of August 1, 1996 (the "Effective Date"). The parties expressly agree that nothing in this Agreement should be construed to constitute an agreement by either party that any such rate, term or condition will be, or will remain, reasonable in light of then-prevailing legal, regulatory, and technological conditions as of July 31, 1999 (the "Termination Date"), and the parties expressly disclaim any willingness or desire to extend any provision of this Agreement beyond the Termination Date.

It would be senseless to interpret a contract containing the first "Term" clause as anything other than an agreement that lasts for three years from the date it takes effect between the ILEC and a new entrant CLEC. It would be equally senseless to interpret a contract containing the second "Term" clause as anything other than an agreement with terms and conditions that are utterly without force and effect as of 12:01 a.m. on the day following the "Termination Date."

Most interconnection contracts in existence today are not nearly so clear on the question of term. This means that if the matter comes into dispute, some adjudicatory body must interpret the contract to determine what it means. This is necessarily a fact-specific endeavor, and will involve reviewing the specific terms of the contract, resolving any ambiguities, etc.

In this regard, Ameritech or any other ILEC may insist in negotiations on a "term" clause along the lines of "Term (2)" above. Global NAPs or any other CLEC may insist in negotiations on a "term" clause along the lines of "Term (1)" above. If they cannot agree the affected state commission can resolve the matter in arbitration. There is no reason to think that this question presents any particular difficulties on a "going forward" basis.

On a retrospective basis, existing interconnection contracts say what they say and mean what they mean. When the provisions of those contracts relating to "term" are in dispute, either in the peculiar circumstances in which Global NAPs found itself or for some other reason, state commissions, this commission, and possibly other forums are available to adjudicate the dispute. It would be both inappropriate and unnecessary to pretermite the results of these fact-

specific disputes with a general rule that states that any contract that has a separately noted "termination date" *must be* interpreted as though the contract contains a clause along the lines of "Term (2)" above. For these reasons, the Commission should reject Ameritech's proposal.¹⁵

6. Conclusion.

The Pennsylvania Commission has adopted an expedited procedure which, if followed, has the potential to resolve this dispute without further action by this Commission. Global NAPs agrees that this Commission should not act precipitously, and should consider what the Pennsylvania Commission actually does in the next several weeks in evaluating whether to preempt that Commission's jurisdiction. Global NAPs will keep the Commission advised of developments in Pennsylvania.

Bell Atlantic offers no sound basis for the Commission not to preempt the Pennsylvania Commission, if that body does not act promptly. Instead, it repeats its tired old claims that CLECs should not be allowed to compete for the business of ISPs on economically comparable terms to those on which the ILECs themselves serve ISPs, and that any entity that tries to do so isn't really a "LEC" worthy of the name. This is anticompetitive nonsense, and, if it accepts this case, the Commission should expressly so rule.

MCI WorldCom offers reasonable suggestions for improving the lot of CLECs trying to exercise their Section 252(i) rights, and Global NAPs has no objection to the Commission adopting them. Ameritech's proposal to impose a blanket rule of contract

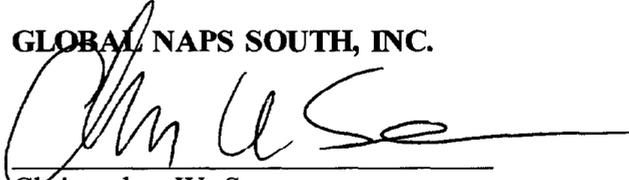
¹⁵ Global NAPs suspects that Ameritech *wishes* that its interconnection agreements had a clause that read like "Term (2)" but is well aware that they do not, in general, contain such a clause. Even if one were to agree with Ameritech that such a clause might be, in general, a good thing, that hardly justifies an order mandating how a material term in any number of individually-negotiated contracts around the country must be interpreted based on a particular accident of drafting.

interpretation on dozens of different, individually-negotiated agreements nationwide is absurd and should be rejected.

Respectfully submitted,

GLOBAL NAPS SOUTH, INC.

By:



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Date: June 9, 1999

CERTIFICATE OF SERVICE

I, Linda M. Blair, hereby certify that on this 9th day of June, 1999, I caused a copy of the foregoing Reply Comments of Global NAPs South, Inc. to be sent via messenger (*), or by Federal Express, to the following:

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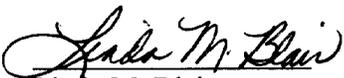
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