

interconnection, network elements, and to offer retail telecommunications services for resale.<sup>41</sup> Since transport and termination is not a service that is available for resale, it is not a "service" as the term is used in section 252(i).

Nor is transport and termination a term or condition of interconnection. The 1996 Act makes clear that transport and termination is distinct from interconnection. Interconnection is the physical linking of two networks; transport and termination of telecommunications is what happens afterwards.

This is evident from the structure of the Act as well as the *Local Competition Order*. The duty of a LEC to establish reciprocal compensation arrangements for the transport and termination of telecommunications is set forth in section 251(b)(5) of the Act. Section 251(c), which follows, begins by stating: "*In addition to the duties contained in subsection (b),...*" and then sets forth the additional obligations of incumbent LECs. These additional obligations include the duty to provide interconnection on "rates, terms, and conditions that are just, reasonable, and nondiscriminatory."<sup>42</sup> The fact that Section 251(c)(2) makes absolutely no reference to reciprocal compensation, which is addressed in an entirely different subsection, demonstrates that reciprocal compensation is not a term or condition of interconnection.

The *Local Competition Order* confirms this distinction between interconnection, on the one hand, and reciprocal compensation, on the other. Indeed, in that order, the Commission specifically discusses the relationship between interconnection under section 251(c)(2) and reciprocal compensation under section 251(b)(5). The discussion makes

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<sup>41</sup> The Commission itself frequently groups together this triumvirate. *See, e.g., Global NAPs New Jersey* at para. 3 ("Section 252 sets forth the procedures by which telecommunications carriers may request and obtain interconnection, unbundled network elements, and services for resale from an incumbent LEC pursuant to section 251.") *See also id.* at note 7 (For purposes of this order, the interconnection, access to unbundled elements, services for resale and other items for which incumbent LECs have a duty to negotiate pursuant to section 251(c)(1) are sometimes referred to collectively as "interconnection.")

<sup>42</sup> 47 U.S.C. § 251(c)(2)(D).

eminently clear that “interconnection” under section 251(c)(2) refers only to the physical linking of the two networks and does not include the transport and termination of traffic within the meaning of section 251(b)(5). Noting that interconnection and reciprocal compensation are subject to separate pricing standards under the Act, the Commission stated:

We conclude that the term “interconnection” under section 251(c)(2) refers only to the physical linking of two networks for the mutual exchange of traffic . . . and not the transport and termination of traffic ...<sup>43</sup>

Even if transport and termination were a term or condition of interconnection (or the type of service referenced in section 252(i) for that matter), the reciprocal compensation rate paid by the incumbent LEC for transport and termination provided *by* another LEC is clearly outside the scope of section 252(i). Section 252(i) obligates LECs to “make available any interconnection, service, or network element provided under an [approved] agreement...to any other requesting telecommunications carrier ...” (emphasis added). Transport and termination provided by another LEC could not possibly be deemed an interconnection or service provided by the incumbent LEC. Hence the rate charged by that incumbent LEC for that transport and termination cannot be adopted.

Congress’s exclusion of reciprocal compensation from section 252(i) was not a fluke. On the contrary, it makes perfect sense that a requesting carrier is not allowed to adopt the reciprocal compensation provisions of another carrier’s agreement, because the Act requires each carrier’s reciprocal compensation rates to be based on its *own* costs. Specifically, the Act requires that reciprocal compensation rates must “provide for the mutual and reciprocal recovery by *each* carrier of costs associated with the transport and termination on *each* carrier’s network facilities of calls that originate on the network facilities of the other carrier.”<sup>44</sup> Because reciprocal compensation payments must reflect

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<sup>43</sup> *Local Competition Order* at para. 176.

<sup>44</sup> 47 U.S.C. § 252(d)(2) (emphasis added).

the costs of the carrier receiving those payments, reciprocal compensation arrangements were not included in section 252(i).

Nor would it make economic sense to hold otherwise. If a particular requesting carrier has higher costs than the rest of the industry and is thus entitled to higher reciprocal compensation payments, it would defy sound economics to allow every other carrier to opt into that same rate. Indeed, such a result would turn the Commission's forward looking economic cost methodology on its head. Under that methodology, costs are assumed to be the costs of the most efficient provider. Applying section 252(i) to reciprocal compensation would allow each competitive LEC to assume the cost structure (for reciprocal compensation purposes) of the least efficient competitor. That would be completely at odds with the Commission's oft-stated goal of fostering efficient pricing.

Moreover, extending section 252(i) to reciprocal compensation rates paid by an incumbent LEC to another LEC would negate Commission rules governing the type of transport and termination rate to which a competitive LEC is entitled. In the *Local Competition Order*, the Commission recognized that the costs of transporting and terminating a call are likely to vary depending on whether tandem switching is involved. Accordingly, it authorized states to establish transport and termination rates that vary according to whether traffic is routed through a tandem switch or directly to the end-office switch. It also established rules governing CLEC eligibility for each rate.<sup>45</sup> Allowing a requesting carrier simply to adopt the reciprocal compensation rate in another interconnection agreement would enable a carrier whose network architecture does not entitle it to the higher tandem rate to adopt that rate.<sup>46</sup>

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<sup>45</sup> *Local Competition Order* at para 1090.

<sup>46</sup> According to MCI, the Commission settled this issue in a footnote in *Global NAPS New Jersey*. See Reply Brief of Complainant, E-99-23 at 15. That is incorrect. First, the footnote to which MCI points was mere dicta, nothing more. Second, the argument the Commission addressed in that footnote was a different argument. Bell Atlantic had argued that section 252(i) applies only to such interconnection, services, and network elements that an incumbent LEC is obligated to provide under section 251. Thus Bell Atlantic effectively argued that if an

Finally, the Commission is currently considering rules governing inter-carrier compensation for Internet traffic. SBC believes strongly that *any* form of inter-carrier compensation for Internet traffic is economically irrational, and it hopes that the Commission will agree. One possible outcome of that proceeding, however, is a conclusion by the Commission that a LEC delivering traffic to an Internet service provider is entitled only to its actual costs and may not recover amounts in excess of its actual costs. But if carriers are permitted to adopt entire interconnection agreements, including any inter-carrier compensation arrangements in those agreements, the Commission would be unable to limit carriers to their actual costs. Just as MCI sought to adopt the Ameritech interconnection agreements with the highest reciprocal compensation rates in the notices of adoption that led to the complaint in E-99-23, so too would CLECs attempt to adopt the highest inter-carrier compensation rate.

#### **F. ILECs Are Not Limited To The Three Defenses Specified By MCI**

MCI also asks the Commission to "clarify" that an ILEC can only be excused from complying with adopted terms when it promptly carries its burden of proving one of the following: (1) that the costs of providing interconnection to the requesting carrier are greater than the costs of providing it to the carrier originally negotiated the agreement; (2) that the proposed adoption is technically infeasible; or that (3) in the 'pick and choose' context, the carrier has failed to adopt legitimately related terms and conditions."<sup>47</sup>

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incumbent LEC was deemed to have voluntarily agreed to provide interconnection, services, or network elements that exceeded its statutory obligations, those interconnection provisions are not subject to section 252(i). Bell Atlantic did not argue, as SBC does here, that: (i) transport and termination is neither interconnection nor a service as those terms are used in section 252(i); (ii) the delivery of ISP traffic to an ISP is not "interconnection or a service" as those terms are used in section 252(i); and (iii) reciprocal compensation paid by an incumbent LEC is not a term or condition of a service provided *by* that incumbent.

<sup>47</sup> MCI Petition at 1-2.

While the three defenses cited by MCI are among those available to an ILEC, MCI is wrong in arguing that these three defenses are the only available defenses.<sup>48</sup>

For example, an ILEC may refuse to make available an interconnection agreement if that agreement is stale – *i.e.*, a reasonable period of time has expired since that agreement was first made available for public inspection. Section 51.809(c) of the Commission's rules so provides:

Individual interconnection, service, or network element arrangements shall remain available for use by telecommunications carriers pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection under section 252(f) of the Act.

The defense embodied in section 51.809(c) makes good sense, as is evident from the facts presented in the MCI section 252(i) complaint against Ameritech. That complaint involves notices of adoption sent by MCI on April 21, 1999, to each of the Ameritech operating companies by which MCI purported to adopt, effective immediately, interconnection agreements in each of the Ameritech states. One of those notices purported to adopt an Ameritech Michigan/Brooks Fiber agreement that originally was executed on August 5, 1996, and was due to expire on August 4, 1999 – just three and one half months after MCI's notice was sent. Another was a notice by which MCI sought to adopt an Ameritech Illinois/Focal agreement that was due to expire in October

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<sup>48</sup> MCI also asks the Commission to rule that, if a state ultimately rejects an ILEC objection to an adoption, the adoption be deemed effective retroactive to the date of the notice of adoption. The only justification MCI offers for this request is its claim that, absent the defense, the notice would have taken effect immediately. As discussed above, though, that claim is wrong. The Commission's rules provide that an adoption must be effected "without unreasonable delay," and SBC submits that an expedited process to consider good-faith objections to an adoption request does not create "unreasonable delay."

of that year. Both of these agreements contained obsolete, non-TELRIC rates that had been established before the Michigan and Illinois commissions had completed their TELRIC proceedings and that surely would be rejected by those commissions if any carrier sought them in a negotiation or arbitration. Indeed, MCI sought to adopt these agreements precisely because of these non-TELRIC rates. Its goal was to take maximum advantage of the reciprocal compensation boondoggle afforded by ISP traffic by adopting the agreements in Illinois and Michigan with the highest reciprocal compensation rate.<sup>49</sup> Given that both agreements were about to expire and that both contained obsolete pricing provisions, these are precisely the types of agreements to which section 51.809(c) ought to apply.

MCI, though, claims otherwise. It claims that section 51.809(c) was intended to address concerns about cost and technical compatibility only.<sup>50</sup> That argument is unsupportable. For one thing, the limitations that MCI would have the Commission read into section 51.809(c) are nowhere evident in the text of that rule. That provision does not speak of increased costs or technical infeasibility, nor does it suggest any limits on the factors that could be considered in determining whether the reasonable period of time during which an agreement must remain available has expired.

Moreover, MCI's reading of section 51.809(c) would effectively write that provision right out of the Commission's rules because the two circumstances in which it would apply are already covered by section 51.809(b). That provision states that an ILEC need not make an agreement available if:

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<sup>49</sup> See Ameritech Brief, File No. E-99-23 at note 3 and 16.

<sup>50</sup> MCI Petition at note 30.

(1) The costs of providing a particular, interconnection, service, or element to the requesting telecommunications carrier are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement; or

(2) The provision of a particular, interconnection, service, or element to the requesting carrier is not technically feasible.

It is an elementary principle of statutory construction that laws must be read in a way that gives effect to all of their provisions.<sup>51</sup> MCI proposed elimination of section 51.809(c) is squarely at odds with this principle.

Pointing to the *Local Competition Order*, MCI claims nonetheless that its reading of section 51.809(c) reflects the Commission's intent. The *Local Competition Order*, however, does not suggest that section 51.809(c) was intended merely to reflect the requirements of section 51.809(b). In fact, in its discussion of section 51.809(c), the Commission points to at least one factor – pricing changes - that is nowhere mentioned in section 51.809(b).<sup>52</sup>

As a point of comparison, consider that in the late 1980s, the Commission permitted AT&T to limit the availability of its Tariff 12 offerings to 90 days in the face of a statutory nondiscrimination requirement. Indeed, it did so while AT&T was regulated as a dominant carrier – before even the Commission streamlined its regulation of AT&T. SBC does not here claim that an interconnection agreement need only be available for 90 days. But surely the extreme alternative offered by MCI – that *no* time

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<sup>51</sup> See, e.g., *Ratzlaf v. Sonotone Corp.*, 510 U.S. 135, 140-41 (1994); *Reiter v. Sonotone Corp.*, 442 U.S. 330 at 339 (1979); *Davis County Solid Waste Management v. EPA*, 101 3d. 1395, 1404 (D.C. Cir. 1996).

<sup>52</sup> See *Local Competition Order* at para. 1319.

limit is permissible – is not the answer either. If a 90-day limitation on the availability of a Tariff 12 contract is not unreasonably discriminatory, it is hard to how section 51.809(c) could be read to require the availability, for example, of an interconnection agreement: (i) with obsolete non-TELRIC prices that had been mandated by the state commission; (ii) that was executed more than two and one half earlier; and (iii) that will expire in less than six months. Yet that is exactly what MCI suggests.

Another defense that MCI fails to recognize is the right of the ILEC, if it so chooses, to resist making available terms and conditions of an interconnection agreement that are not legitimately related to the term and conditions under which it provides interconnection, services for resale, or network elements. As discussed above, section 252(i) does not confer on CLECs the right to adopt an entire interconnection agreement; rather, it specifies the types of terms that must be made available. If a CLEC requests terms to which it is not entitled, the ILEC may refuse that request.

### III. CONCLUSION

MCI's petition is a petition for rulemaking masquerading as a petition for declaratory ruling. It is, in a number of respects inconsistent with the Commission's existing rules, and, indeed, section 252(i) itself. It also is inconsistent with sound public policy. It must therefore be rejected.

If the Commission seeks to improve the section 252(i) process, it must do so in a way that is consistent with all procedural and substantive requirements. SBC has set forth a proposal to that end, and it urges the Commission to adopt that proposal.

Respectfully Submitted,



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Suite 1100  
Washington, DC 20005

Its Attorneys.

March 31, 2000

# ATTACHMENT A

**ORIGINAL**  
**GENERAL ADMINISTRATIVE ORDER**  
**OF THE INDIANA UTILITY REGULATORY COMMISSION**  
**2000-1**

WHEREAS, in accordance with § 252 of the Telecommunications Act of 1996 ("TA 96"), interconnection agreements and amendments thereto between incumbent local exchange carriers ("ILECs") and requesting telecommunications carriers must be filed with the Indiana Utility Regulatory Commission ("IURC").

WHEREAS, all interconnection agreements and amendments thereto must be filed in accordance with the provisions of the IURC's Interim Procedural Order (June 5, 1996) and the Amended Interim Procedural Order (August 21, 1996) in Cause No. 39983.

WHEREAS, the IURC staff must review interconnection agreements and amendments thereto in compliance with TA96.

WHEREAS, to expedite review of interconnection agreements and amendments thereto, a Policy Governing the Submission of Interconnection Agreements and Amendments Thereto has been promulgated.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Policy Governing the Submission of Interconnection Agreements and Amendments Thereto which is attached to the General Administrative Order as Appendix A be adopted by this Commission.

  
William D. McCarty, Chairman

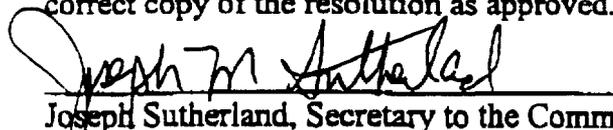
  
G. Richard Klein, Commissioner

  
David E. Ziegner, Commissioner

  
Camie J. Swanson-Hull, Commissioner

  
Judith G. Ripley, Commissioner

I hereby certify that the above is a true and correct copy of the resolution as approved.

  
Joseph M. Sutherland, Secretary to the Commission

Date: FEB 0 2 2000

## APPENDIX A

### **POLICY GOVERNING THE ADOPTION AND/OR SUBMISSION OF INTERCONNECTION AGREEMENTS AND AMENDMENTS THERETO**

This policy is based upon the current expectations of the Indiana Utility Regulatory Commission (the "Commission") for the adoption and/or submission by parties of interconnection agreements and amendments thereto as required by the Telecommunications Act of 1996 ("TA96") and in accordance with the provisions of the Commission's Interim Procedural Order (June 5, 1996) and Amended Interim Procedural Order (August 21, 1996) in Cause No. 39983. In an effort to facilitate a uniform procedure for the submission of said material and to expedite the Commission staff's review thereof, the Commission hereby establishes these guidelines for the adoption and/or submission of interconnection agreements and amendments thereto. **These guidelines supercede those of Amended GAO 1998-1 (approved by the Commission on December 29, 1998).**

#### **A. Adoption of Previously Approved Interconnection Agreements or Arrangements**

1. Pursuant to the TA96 Section 252(i), an Incumbent Local Exchange Carrier ("ILEC") must make available to requesting telecommunications carriers all individual interconnection, service, or network element arrangements contained in any approved agreement to which it is a party, upon the same terms and conditions as those provided in the agreement. The IURC does not differentiate between negotiated and arbitrated agreements when considering requests under Section 252(i).
2. Arrangements in any interconnection agreement (including the entire agreement, if applicable) must be made available to a requesting carrier under Section 252(i) and the "pick and choose" rule [47 C.F.R. Section 51.809(a)] until the expiration date of that agreement. A requesting carrier may not receive arrangements from any agreement after the expiration date. For example, if an interconnection arrangement is included in an agreement that expires on December 31, 2000, it must be made available to other carriers only until December 31, 2000.
3. An interconnection agreement made available to a requesting carrier pursuant to Section 252(i), if adopted by that carrier, shall be adopted in its most current form, which must include any and all amendments made to the agreement up to the time of request.
4. A carrier proposing to adopt an existing voluntarily negotiated, mediated, or arbitrated interconnection agreement in its entirety shall submit a written request to the IURC specifying the interconnection agreement requested, and describing any and all changes to the original agreement that comply with Section A.8. below. This written request will be filed under IURC Cause No. 41268-INT-##. A copy of the original interconnection

agreement cannot be provided in lieu of such written request. Service of this written request must be made upon the ILEC representative listed in the underlying interconnection agreement by the requesting carrier on the same day the request is filed with the IURC.

5. A requesting telecommunications carrier wishing to adopt an existing agreement, either in whole or in part, must accept all terms and conditions set forth in the existing agreement or arrangement verbatim, except for non-substantive changes (e.g., changes in the names of the parties, internal references, and dates). The insertion of footnotes or new language seeking to clarify rates, terms, or conditions in the underlying agreement is not permitted.
6. If any individual interconnection, service, or network element adopted pursuant to Section 252(i) is included in an agreement which contains any other voluntarily negotiated and/or arbitrated rate(s), term(s), or condition(s), the Commission will view the entire agreement as a voluntarily negotiated or arbitrated agreement pursuant to Section 252(e) of TA96 and the IURC's Orders in Cause No. 39983.
7. An ILEC has twenty (20) days from the date that a carrier files a request to adopt an interconnection agreement to state all objections arising from the request and any exceptions to its duty to make arrangements available under Section 252(i). The Administrative Law Judge assigned to the case shall establish an expedited procedural schedule to resolve any disputes arising from an ILEC's objections or exceptions to a Section 252(i) request.
8. Pursuant to 47 C.F.R. Section 51.809(b), an ILEC is not obligated to make available any interconnection, service, or network element arrangement contained in any IURC approved agreement to which it is a party if the ILEC demonstrates that: (a) the cost of providing the interconnection, service, or network element arrangement to the requesting telecommunications carrier exceeds the cost of providing it under the original agreement, or (b) the provision of the individual interconnection, service, or element to the requesting carrier is not technically feasible. If the ILEC makes a claim under 8(a), it must submit comprehensive cost studies to the Commission in support of its claim.
9. The effective date of an adopted interconnection agreement, adopted individual interconnection arrangement, or amendment thereto shall be the date of the IURC's final order approving the adoption.

**B. Submission of Voluntarily Negotiated, Mediated, or Arbitrated Agreements**

1. Parties are to file a single, joint interconnection agreement, whether voluntarily negotiated, mediated, or arbitrated, with the Commission for final approval, unless otherwise stated in an applicable IURC arbitration order.

2. All voluntarily negotiated, mediated, or arbitrated agreements filed with the Commission shall contain prices for all applicable elements or services set forth therein and offered by the ILEC to the requesting carrier.

**C. Submission of Amendments to Agreements**

1. During the term of its agreement, an interconnecting carrier that enters into a negotiated or arbitrated agreement may modify the agreement by invoking its rights under Section 252(i) and the "pick and choose" rule [47 C.F.R. Section 51.809(a)].
2. All amendments to existing interconnection agreements must be approved by the IURC before taking effect.
3. All amendments to interconnection agreements filed with the Commission shall include a reference to the document being amended (including, at a minimum: page number(s), section or schedule number(s) and paragraph number(s)). Where applicable, all amendments shall also contain a reference to the IURC cause number associated with the interconnection agreement that is being amended.
4. All amendments to interconnection agreements filed with the Commission shall indicate the amended portions of the agreement as follows: additions shall be indicated in bold typeface; deletions shall be indicated in stricken typeface.
5. Any amendment to an interconnection agreement shall be filed under the cause number of the original underlying agreement, e.g., "First Amendment to Cause No. XXXXX-INA-##;" "Second Amendment to Cause No. XXXXX-INB-##;" etc.
6. A requesting telecommunications carrier that adopts an agreement or individual arrangement under Section 252(i) is not bound by any amendment to the original underlying agreement made subsequent to the adoption by the requesting telecommunications carrier.

**D. Submission of Superceding Agreements**

1. The term "superceding interconnection agreement" includes: (a) a new interconnection agreement negotiated upon the expiration of an existing agreement; and (b) a proposed interconnection agreement that will replace an existing agreement once adopted.
2. If a proposed interconnection agreement will supercede an existing interconnection agreement once adopted, a narrative that provides the cause number and date of approval of the existing agreement and a statement that the existing agreement is being superceded shall accompany the proposed interconnection agreement.

3. A superceding interconnection agreement will be assigned a new interconnection ("INT") cause number.
4. A superceding interconnection agreement should include in its caption a reference to the agreement being replaced.

**E. General Administrative and Procedural Requirements**

1. Thirteen (13) copies shall accompany all interconnection agreements and amendments thereto filed with the Commission.
2. All voluntarily negotiated, mediated, or arbitrated interconnection agreements and amendments thereto filed with the Commission for approval shall be signed and fully executed by representatives of both companies. All such representatives shall have the authority to bind their respective companies to the terms and conditions of the agreement or amendment.
3. Whenever any interconnection agreement or amendment thereto filed with the Commission references any other contract, a copy of that contract shall be contemporaneously filed with the Commission.
4. All petitions accompanying agreements must include the name, address, and telephone number of a contact person for each party to the agreement. In the case of a written request submitted pursuant to Section A.4. above, the carrier shall include with the request the name, address, and telephone number of a contact person for the carrier.

## SECTION 252(I) ADOPTIONS OF INTERCONNECTION AGREEMENTS (numerical list)

NAME OF CASE	CAUSE NO.	LETTER OF ADOPTION FILED	ORDER	20 DAYS FROM ORDER	SUBMISSION WITH LETTER OF DESIGNATION	DOCKET ENTRY	NAME & NUMBER OF AGREEMENT ADOPTED	MISC.
MCI/WORLDCOM	41268-INT-03	07/07/98	11/25/98	N/A			AT&T/40571-INT-01	No Letter of Designation or Point of Interconnection Filed.
MCImetro- 1st Amendment	41268-INA-03	Petition filed 11/10/99	20 days from file date: 11/30/99	90 days from file date: 02/08/00	Proposed Order filed: 12/03/99	Order Approving Amendment: 02/02/00	N/A	** This amendment follows the same procedure as a traditional amendment to a negotiated agreement.
GOLDEN HARBOR OF INDIANA, INC.	41268-INT-05	10/13/98	12/16/98	N/A	05/03/99	05/16/99	AT&T/40571-INT-01	
FBN INDIANA, INC.	41268-INT-09	12/08/98	07/01/99	N/A	08/23/99		USXchange/40572-INT-22	FBN filed LOD/POI 12/31/98, but IURC 7/99 order says must be joint LOD/POI, filed in expeditious manner.
COMMUNITY TELEPHONE CORP	41268-INT-11	08/11/99	11/17/99	N/A	12/14/99		USXchange/40572-INT-22	Order does not give time frame for LOD
MFS INTELENET	41268-INT-13	04/28/99 (dated 04/21/99)	05/26/99	N/A			AT&T/40571-INT-01	Order does not give time frame for LOD
AIR TOUCH PAGING	41268-INT-16	07/14/99	08/18/99	09/07/99	09/07/99		PageNet/40572-INT-49	Order says 20 days to file LOD.
DSL Net	41268-INT-17	07/7/99 (dated)	08/11/99	08/31/99	08/31/99		Dakota/40572-INT-39	Order says 20 days to file LOD.
DSL Net- 1st Amendment (collocation)	41268-INA-17	Petition filed 09/24/99	20 days from file date: 10/15/99	90 days from file date: 12/23/99	Proposed Order filed: 10/15/99	Order(not completely approving amendment) 12/15/99	N/A	**This amendment follows the same procedures as a traditional amendment to a negotiated agreement.
DSL Net- 2nd Amendment (merger/shared transport)	41268-INA-17	Petition filed 01/21/00	20 days from file date: 02/10/00	90 days from file date: 04/20/00	Proposed Order filed: 02/14/00		N/A	**This amendment follows the same procedures as a traditional amendment to a negotiated agreement.

NAME OF CASE	CAUSE NO.	LETTER OF ADOPTION FILED	ORDER	20 DAYS FROM ORDER	SUBMISSION WITH LETTER OF DESIGNATION	DOCKET ENTRY	NAME & NUMBER OF AGREEMENT ADOPTED	MISC.
CCCIN, Inc. d/b/a CONNECTI	41268-INT-18	07/22/99 (by CCCIN)	10/13/99	N/A			KMC/40572-INT-20	Order does not give time frame for LOD
ICG TELECOM GROUP, INC.	41268-INT-19	08/27/99	10/06/99	N/A	01/14/00 (by ICG)		US Xchange/40572-INT-22	Order does not give time frame for LOD
NORLIGHT TELECOMMUNICATIONS INC.	41268-INT-20	08/27/99	10/06/99	N/A	11/03/99		US Xchange/40572-INT-22	Order does not give time frame for LOD
MIDWEST TELECOM OF AMERICA, INC.	41268-INT-21	08/27/99					Frontier/40572-INT-47	
FOCAL COMMUNICATIONS CORP OF IL	41268-INT-22	08/31/99	10/27/99	N/A			Time Warner/40572-INT-02	Order does not give time frame for LOD
RHYTHMS LINKS, INC.	41268-INT-25	09/27/99 (by Rhythms)	12/29/99	N/A			Dakota/40572-INT-39	Order does not give time frame for LOD
SWEETSER TELEPHONE COMPANY	41268-INT-27	10/08/99	12/29/99	N/A			US Xchange/40572-INT-22	Order does not give time frame for LOD
KIVA	41268-INT-29						DSLns/41268-INT-17	
GABRIEL COMMUNICATIONS, OF INDIANA	41268-INT-30	11/8/1999 (by Gabriel)	01/12/00	02/01/00	02/08/00		Frontier/40572-INT-47	Order says 20 days to file LOD.
E-COM TECHNOLOGIES, LLC (carter)	41268-INT-31	11/24/99 (by E-Com)	02/02/00	02/22/00	02/22/00*		US Xchange/40572-INT-22	Order says 20 days to file LOD.
JATO OPERATING TWO CORP. (debruin)	41268-INT-32	12/06/99 (by Jato)	02/02/00	02/22/00	02/22/00**		Dakota/40572-INT-39	Order says 20 days to file LOD.
ADELPHIA BUSINESS SOLUTION OPERATIONS, INC. (patel)	41268-INT-33	12/21/99 (by Adelpia)	02/02/00	02/22/00	02/22/00 ext until 03/28/00		US Xchange/40572-INT-22	Order says 20 days to file LOD.
LEVEL 3 COMMUNICATIONS, LLC	41268-INT-34	01/12/00 (by Level 3)	02/23/00	03/14/00			US Xchange/40572-INT-22	Order says 20 days to file LOD.
<b>Special Notes:</b>								
* E-com (41268-INT-31): Submission was not LOD because E-com has no CTA for facility based; agreed to wait to designate interconnection until CTA cause resolved.								
** Jato (41268-INT-32): Submission was not traditional LOD because we are not interconnecting with Jato, but rather, Jato is purchasing UNEs where we collocate with them.								

**ATTACHMENT  
B**

**PUBLIC NOTICE  
FEDERAL COMMUNICATIONS COMMISSION  
445 12th Street, SW, TW-A325 Washington, DC 20554**

News media information 202/418-0500  
Fax-On-Demand 202/418-2830  
Internet: <http://www.fcc.gov> <ftp.fcc.gov>  
TTY's-Network Services 202/418-0484 and Information Complaints 202/418-0485 DA 99-884

**PLEADING CYCLE ESTABLISHED FOR COMMENTS ON GLOBAL NAPS, INC. PETITION FOR  
PREEMPTION OF JURISDICTION OF THE NEW JERSEY BOARD OF PUBLIC UTILITIES PURSUANT  
TO SECTION 252(e)(5) OF THE COMMUNICATIONS ACT**

**CC DOCKET NO. 99-154**

Released: May 7, 1999

On May 5, 1999, Global NAPs, Inc. (Global NAPs) filed a petition pursuant to section 252(e)(5) of the Communications Act. In its petition, Global NAPs requests that the Commission preempt the jurisdiction of the New Jersey Board of Public Utilities with respect to an arbitration proceeding involving Global NAPs and Bell Atlantic.

Interested parties may file comments regarding the Global NAPs petition no later than May 24, 1999, with the Secretary, FCC at 445 12th Street, SW, TW-A325, Washington, DC 20554. Oppositions or responses to these comments may be filed with the Secretary, FCC no later than June 3, 1999. All pleadings are to reference CC Docket No. 99-154. Interested parties should file an original and seven copies of all pleadings. An additional copy of all pleadings must also be sent to Janice M. Myles, Common Carrier Bureau, FCC, Room 5-C327, 445 12th Street, SW, TW-A325, Washington, DC 20554, and to the Commission's contractor for public services records duplication, International Transcription Services, Inc. (ITS), 1231 20th Street, NW, Washington, DC 20036. The Global NAPs petition is available for inspection and copying during normal business hours in the FCC's Reference Center, Room CY-A257, 445 12th Street, SW, TW-A325, Washington, DC 20554. Copies also can be obtained from ITS at 1231 20th Street, NW, Washington, DC 20036 or by calling ITS at (202) 857-3800 or faxing ITS at (202) 857-3805.

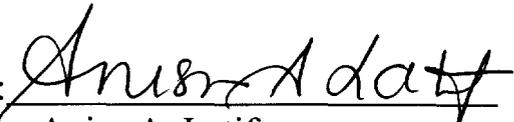
Comments filed through the ECFS can be sent as an electronic file via the Internet to <http://www.fcc.gov/e-file/efcs.html>. Generally, only one copy of an electronic submission must be filed. If multiple docket or rulemaking numbers appear in the caption of this proceeding, however, commenters must transmit one electronic copy of the comments for each docket or rulemaking number referenced in the caption. In completing the transmittal screen, commenters should include their full name, Postal Service mailing address, and the applicable docket or rulemaking number. Parties may also submit an electronic comment by Internet e-mail. To get filing instructions for e-mail comments, commenters should send an e-mail to [efcs@fcc.gov](mailto:efcs@fcc.gov), and should include the following words in the body of the message, "get form <your e-mail address.>" A sample form and directions will be sent in reply.

We will treat this proceeding as permit, but disclose for purposes of the Commission's ex parte rules. See generally 47 C.F.R. \_\_ 1.1200-1.1216. Parties making oral ex parte presentations are reminded that memoranda summarizing the presentation must contain a summary of the substance of the presentation and not merely a listing of the subjects discussed. More than a one or two sentence description of the views and arguments presented is generally required. See 47 C.F.R. \_ 1.1206(b)(2), as revised. Other rules pertaining to oral and written presentations are set forth in section 1.1206(b) as well. Interested parties are to file with the Secretary, FCC, and serve Janice M. Myles and ITS, with copies of any written ex parte presentations or summaries of oral ex parte presentations in these proceedings in the manner specified above.

For further information, contact Janice M. Myles, Policy and Program Planning Division, Common Carrier Bureau, at (202) 418-1580, e-mail [jmyles@fcc.gov](mailto:jmyles@fcc.gov).

CERTIFICATE OF SERVICE

I, Anisa A. Latif, do hereby certify that a copy of **SBC Communications, Inc., Comments** has been served on the parties below via hand delivery on this 31<sup>st</sup> day of March 2000.

By:   
Anisa A. Latif

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