

use when multiple customized routing arrangements have been requested. (AT&T's Post-Hearing Brief p. 76).

The Commission adopts AT&T's position, requiring BellSouth to provide AT&T with the information it needs to order customized routing. AT&T should only be required to use an indicator on LSRs when AT&T is placing an order for a customer served from a switch where AT&T has requested more than one routing arrangement.

15. Issue 34

Should the Commission or a third party commercial arbitrator resolve disputes under the Interconnection Agreement?

Issue 34 raises both legal and policy concerns. Under their current interconnection agreement, the parties are required to use alternative dispute resolution to resolve contract disputes. BellSouth contends that the Commission does not have the authority to order the parties to resolve disputes through a third party when such disputes fall within the jurisdiction of the Commission. (BellSouth Post-Hearing Brief, p. 51). AT&T responds to this argument by stating that it has modified its proposal to allow the parties to agree to use alternative dispute resolution. Under AT&T's proposal, if the parties cannot agree, then the aggrieved party would have the right to use alternative dispute resolution. The Commission finds that the modified proposal offered by AT&T resolves the legal concerns raised by BellSouth.

From a policy perspective, AT&T asserts that issues will be resolved quicker if the parties have the option of third party arbitrator. (AT&T Post-Hearing Brief, p. 90). BellSouth claims that its own experience has demonstrated that the use of third party arbitrators has not proven either inexpensive or quick. (BellSouth Brief, p. 52). The Commission finds that AT&T's position will ease the heavy burden on Commission resources. While the Commission notes that it presently has an expedited procedure for complaints, it will conserve Commission resources for the parties to resolve disputes on an expedited basis by a neutral third party when the parties can agree to this method.

16. Issue 41

Should the Change Control Process be sufficiently comprehensive to ensure that there are processes to handle, at a minimum the following situations

BellSouth has interfaces that enable CLECs to work with its operational support systems ("OSS"). The change control process ("CCP") is set up to handle both the way these interfaces are changed and the methods and procedures used to change the interfaces. (Tr. 505). The parties dispute the appropriate scope of the CCP. AT&T's position is that the CCP needs to be more comprehensive, applying to the entire range of transactions required between AT&T and BellSouth. BellSouth responds that the current CCP adequately addresses the needs of CLECs.

A preliminary matter, on which the parties disagree, is whether this issue is appropriately arbitrated between AT&T and BellSouth. BellSouth points out that the terms and conditions of the CCP apply to all CLECs. Accordingly, BellSouth's position is that the changes to the CCP should be negotiated between the CCP committee members. (Tr. 1085). The Commission finds that the CCP is regional in nature and agrees that changes to it should not be decided upon in individual arbitrations. If parties have disputes arising from the CCP, then they should adhere to the escalation and dispute resolution process included in the CCP Document.

17. Issue 42

What should be the resolution of the following OSS issues currently pending in the change control process but not yet provided?

Issue 42 involves subparts a, b, and c, which the Commission will address separately. AT&T argues that BellSouth needs to improve its OSS in order for AT&T to receive the same quality of service as BellSouth. (AT&T Post-Hearing Brief, p. 79). Similar to Issue 41, BellSouth takes the position that these OSS issues should not be resolved in the context of an arbitration proceeding between AT&T and BellSouth. BellSouth argues that these industry issues would be more properly resolved in another forum.

a) parsed customer service records for pre-ordering?

AT&T states that it needs parsed customer service records ("CSRs") in order to obtain the same functionality available to BellSouth. The information AT&T is requesting would enable it to integrate its pre-ordering and ordering systems with BellSouth's systems. AT&T is requesting that BellSouth parse the CSRs consistent with how AT&T must submit its orders to BellSouth. (Tr. 530-531). This would save the AT&T customer service representative from having to type a customer's name rather than automatically populate data fields. (AT&T Post-Hearing Brief, p. 80). BellSouth's response is that this matter continues to be addressed by the CCP. (BellSouth Post-Hearing Brief, p. 64). Other CLECs participated in the CCP and accorded other change requests higher priority. *Id.*

This issue continues to be addressed by the CCP. Therefore, the most appropriate action to take in this proceeding is to ensure that this issue is resolved as expeditiously as possible, subject to the priority of issues in the CCP. Within fifteen days of the Commission order, BellSouth shall file an implementation schedule for parsing CSRs for pre-ordering.

b) ability to submit orders electronically for all services and elements

The Federal Act imposes upon BellSouth the duty to provide to requesting carriers interconnection with its network of equal or greater quality to that which BellSouth provides to itself. 47 U.S.C. 251(c)(2)(C). Issue 42(b) involves whether BellSouth needs to provide AT&T with the ability to submit orders electronically for all

services and elements in order to comply with this provision of the Federal Act. BellSouth claims that the answer is no, primarily because BellSouth does not submit all of its orders electronically. (BellSouth Post-Hearing Brief, p.66).

AT&T's ordering and pre-ordering systems are integrated with BellSouth's; therefore, AT&T's customer service representatives can process and send orders to BellSouth. However, in those instances in which AT&T cannot send the orders electronically, AT&T's customer service representatives must send it manually, a process which usually involves printing information out and providing it to BellSouth via facsimile. (BellSouth Post-Hearing Brief, p. 66).

BellSouth contends that the orders that must be handled manually are generally complex orders, and that BellSouth as well must process these orders manually. *Id.* Therefore, BellSouth argues that it does not discriminate against AT&T. AT&T disputes BellSouth's contention that it enters any orders manually. AT&T argues that although there may be "a number of manual pre-ordering processes, the ultimate ordering process itself is electronic." (AT&T Post-Hearing Brief, p. 82).

In dealing with the Percent Flow Through Service Request issue in Docket No. 7892-U, *Performance Measurements for Telecommunications Interconnection, Unbundling and Resale*, the Commission directed BellSouth and the CLECs to form and Improvement Task Force. The Commission ordered that "[t]his Task force shall jointly prepare an implementation report, that includes implementation target dates to eliminate the high BellSouth Caused Failures and the designed manual fallout for electronically submitted LSR's." (Commission Order, Docket No. 7892-U, Table 1). AT&T and BellSouth shall work together in the Improvement Task Force the Commission approved in Docket No. 7892-U to resolve this issue.

- c) **electronic processing after electronic ordering, without subsequent manual processing by BellSouth personnel?**

Whereas sub-issue b) pertained to orders that BellSouth argues cannot be processed electronically, sub-issue c) concerns orders that "drop out" when electronic processing is attempted. AT&T's position is that these orders should be processed electronically. BellSouth reiterates its argument that nondiscriminatory access does not mandate that all orders be processed electronically. (BellSouth Post-Hearing Brief, pp. 68-69). Consistent with its treatment of sub-issue b), the Commission directs the parties to work together in the Improvement Task Force ordered by the Commission in Docket No. 7892-U.

18. Issue 43

Should BellSouth provide AT&T with the ability to access, via EBI/ECTA, the full functionality available to BellSouth from TAFI and WFA?

BellSouth contends that it has made available to CLECs, including AT&T, the exact interface to which BellSouth's retail operations have access for maintenance and repair functions. (BellSouth Post-Hearing Brief, p. 70). BellSouth uses a human-to-machine interface called Trouble Analysis and Facilitation Interface ("TAFI"). BellSouth also offers the Electronic Communication Trouble Administration ("ECTA") gateway.

AT&T alleges that each offering is plagued with limitations that keep either from satisfying BellSouth's legal obligation to provide non-discriminatory access. Because TAFI requires manual processing of orders by CLECs, AT&T argues that it is not an acceptable option for maintenance and repair functions. ECTA, while being a machine-to-machine interface, does not have the functionality of TAFI; therefore, AT&T argues that ECTA also places CLECs at a disadvantage.

AT&T argues that the FCC has found that the options that BellSouth offers do not meet the non-discriminatory requirement in the Federal Act. AT&T argues that the FCC found that "TAFI does not provide nondiscriminatory access because it cannot be used for all types of orders and because TAFI is a 'human to machine interface' meaning that new entrants cannot integrate it with the new entrant's own back office systems. (AT&T Post-Hearing Brief, p. 86, citing *FCC Louisiana II Order*, ¶ 148). However, this analysis misses the ultimate reasoning behind the FCC's decision. The FCC based its decision that BellSouth's repair and maintenance interfaces did not meet the non-discriminatory standard on the finding that they did not provide equivalent OSS functionalities to its own. *Id.*

This conclusion is consistent with a subsequent FCC decision in *Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act To Provide In-Region, InterLATA Service in the State of New York*, CC Docket No. 99-295 (Released: December 22, 1999). In that proceeding, the FCC found that Bell Atlantic was not obligated to demonstrate that it provided "an integrateable, application-to-application interface for maintenance and repair." ¶ 215. The evidence in this proceeding supports that BellSouth uses the same interface that it makes available to AT&T. (Tr. 1088). Therefore, BellSouth has provided parity with regard to its maintenance and repair interface.

III. CONCLUSION AND ORDERING PARAGRAPHS

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

WHEREFORE IT IS ORDERED, that all findings, conclusions, statements, and directives made by the Commission and contained in the foregoing sections of this Order are

hereby adopted as findings of fact, conclusions of law, statements of regulatory policy, and orders of this Commission.

ORDERED FURTHER, that BellSouth must pay reciprocal compensation on ISP-bound traffic. These payments are not subject to a true-up mechanism.

ORDERED FURTHER, that the Commission will initiate a generic proceeding to set permanent rates for combination of UNEs that have arisen since the Commission's Order in Docket No. 10692-U. In the interim the Commission orders the rates proposed by BellSouth for the combination involved in Issue 7 and Issue 8, subject to a true-up mechanism.

ORDERED FURTHER, that AT&T shall not be required to pay termination liability fees when it converts special access services to UNEs for those instances when it began taking the special access services prior to February 1, 2000, the date of the Commission order in Docket No. 10692-U. If AT&T wins a BellSouth customer that is under a volume and term contract with BellSouth, then BellSouth can pursue that customer for recovery of termination liability fees.

ORDERED FURTHER, that the Commission will address how a CLEC and BellSouth interconnect their networks in order to originate and complete calls to end-users in Generic Proceeding on Point of Interconnection and Virtual FX Issues, Docket No. 13542-U. a generic proceeding.

ORDERED FURTHER, that BellSouth is required to incur the costs of installing the intermediary device for providing AT&T access to wiring closets. BellSouth shall not be permitted to pass these costs onto AT&T. AT&T shall provide BellSouth with a forecast of the number of customers that it seeks to serve in the multi-dwelling units. In addition, BellSouth shall implement a one-tier rate structure in which once AT&T receives access to NTW, it also receives access to the riser cable. Finally, this arrangement shall be reciprocal.

ORDERED FURTHER, BellSouth shall be allowed to aggregate lines provided to multiple locations of a single customer to restrict AT&T's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer.

ORDERED FURTHER, that AT&T shall be permitted to charge tandem rate elements because its switches are functionally equivalent and serve a comparable geographic area to those of BellSouth.

ORDERED FURTHER, that Issue 16 will be addressed in the Commission's Docket No. 11900-U.

ORDERED FURTHER, that the Commission will defer ruling on whether IP telephony is subject to access charges until it has had the opportunity to consider the issue further.

ORDERED FURTHER, that when AT&T and BellSouth have adjoining facilities in a building outside BellSouth's central office, AT&T shall not be able to purchase cross connect

facilities to connect to BellSouth or other CLEC networks without having to collocate in BellSouth's portion of the building.

ORDERED FURTHER, that BellSouth may require security background checks on AT&T's employees with less than five years of service to the extent that BellSouth performs criminal checks on its own employees. BellSouth must provide to AT&T the criminal checks that it performs on its own employees.

ORDERED FURTHER, BellSouth's AIN and LCC solutions meet the requirements for customized routing so that BellSouth is not required to provide OS/DA services as UNEs. BellSouth shall file an implementation schedule for OLNS within fifteen (15) days of the issuance of the Commission's order.

ORDERED FURTHER, that BellSouth shall provide AT&T with the information it needs to order customized routing. AT&T shall only be required to use an indicator on LSRs when it is placing an order for a customer served from a switch where AT&T has requested more than one routing arrangement.

ORDERED FURTHER, that the parties shall be allowed to use a third party arbitrator to resolve disputes under this Agreement, when agreed to by both parties.

ORDERED FURTHER, that if the parties have disputes arising from the change control process, then the parties shall adhere to the escalation and the dispute resolution process included in the change control document.

ORDERED FURTHER, that parsed customer service records for pre-ordering continue to be addressed in the change control process. BellSouth shall file an implementation schedule within fifteen days of the Commission order.

ORDERED FURTHER, that AT&T and BellSouth shall work together in the Improvement Task Force that the Commission approved in Docket No. 7892-U for issues on the ability to submit orders electronically for all services and elements; and also, for issues on the electronic processing after electronic ordering, without subsequent manual processing by BellSouth personnel.

ORDERED FURTHER, that BellSouth has provided AT&T with parity with respect to its maintenance and repair interface through its provision of complete access to TAFI.

ORDERED FURTHER, that the parties shall file with the Commission a copy of the arbitrated agreement within forty-five days from the date of this order.

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

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

The above by action of the Commission in Administrative Session on the 6th day of March, 2001.



Reece McAlister
Executive Secretary



Lauren McDonald, Jr.
Chairman

4-20-01

Date

04-20-01

Date

APPENDIX J

APPENDIX J

**Docket Number 11901-U, Petition of MCImetro
Access Transmission Services, LLC and MCI
WorldCom Communications, Inc. for Arbitration
of Certain Telecommunications, Inc. Concerning
Interconnection and Resale Under the
Telecommunications Act of 1996 Orders**



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DOCKET# 11901
DOCUMENT# 45402

Docket No. 11901-U

In Re: Petition of MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

ORDER

Appearances

On behalf of MCImetro Access Services, LLC and MCI WorldCom Communications, Inc.

David I. Adelman, Attorney
Martha McMillin, Attorney
Dulaney O'Roark, Attorney

On behalf of BellSouth Telecommunications, Inc.

Fred McCallum, Attorney
Michael Twomey, Attorney
Meredith Mays, Attorney
Douglas Lackey, Attorney

On behalf of the Commission Staff

Daniel Walsh, Attorney
Thomas Bond, Attorney

On behalf of the Consumers' Utility Counsel

Kealin Culbreath, Attorney

BY THE COMMISSION:

On February 15, 2000, MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. (collectively "MCIW") petitioned the Commission to arbitrate certain unresolved issues in the interconnection negotiations between MCIW and BellSouth Telecommunications, Inc. ("BellSouth or BST").

I. JURISDICTION AND PROCEEDINGS

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

The Commission approved the previous interconnection agreement between the parties for the two-year period beginning March 12, 1997. On June 30, 2000, the Hearing Officer entered a Consent Order scheduling testimony, hearings and briefs in this matter. Hearings were held before the Commission on September 11 and 12, 2000.

On October 20, 2000, the parties filed briefs on the unresolved issues. The Commission has before it the testimony, evidence, arguments of counsel and all appropriate matters of record enabling it to reach its decision.

II. FINDINGS AND CONCLUSIONS

1. Issue 1

Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface?

The parties do not appear to dispute BellSouth's obligation under section 251(c)(3) of the Federal Act as it relates to the provision of nondiscriminatory access to requesting carriers. BellSouth, however, contends that parity is not the issue. BellSouth argues that it should be able to impose the manual ordering charge ordered by the Commission for this function in Docket No. 7061-U.

MCIW responds that BellSouth would violate section 251(c)(3) if it charged for manual ordering if it provides electronic access for itself. BellSouth states that MCIW's proposed language fails to distinguish for those instances in which neither BellSouth nor MCIW have electronic access. The Federal Act requires parity. If BellSouth provides electronic interfaces for its retail business, it must also provide the same electronic interfaces for CLECs. The Commission finds that for BellSouth to impose a manual ordering charge for those

circumstances in which BellSouth does not provide an electronic interface for MCIW, but does for itself would violate the Section 251(c)(3) of the Federal Act.

The evidence in the record was insufficient for the Commission to determine whether BellSouth's use of ROS for Ordering Complex Services is electronic. Therefore, BellSouth must only charge manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives. Also, the parties must work together in the Commission's Improvement Task Force ordered in Docket No. 7892-U to increase electronic ordering and flow-through for all orderable services.

2. Issue 3

Should the resale discount apply to all telecommunication services BellSouth offers to end users regardless of the tariff in which the service is contained?

The dispute between the parties on this issue relates to whether the resale discount should apply to services that BellSouth includes in its access tariffs. ILECs are required to "offer to any requesting telecommunications carrier any telecommunications service that the incumbent LEC offers on a retail basis to subscribers that are not telecommunications carriers for resale at wholesale rates." 47 C.F.R. § 51.605(a). The FCC has created an exception from this requirement specifically for exchange access services. The FCC has ruled that exchange access services are not subject to the resale requirements of section 251(c)(4). *First Report and Order, In re: Implementation of Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499, CC Docket No. 96-98 ¶ 873 (August 8, 1996).

BellSouth argues that the resale discount should not apply to such services. (BellSouth Post-Hearing Brief, p. 7). In making this argument, BellSouth relies upon the FCC's ruling and further notes that the FCC acknowledged that end users occasionally purchase access services in reaching its conclusion. *Id.* Accordingly, it is reasonable to conclude that the FCC intended for the exception for access charges to apply regardless of whether some end users purchase access services.

MCIW argues, however, that to provide BellSouth with a blanket exemption for access tariff services would allow BellSouth to shelter services from the resale discount by putting them in its access tariffs. (MCIW Post-Hearing Brief, p. 7). MCIW cites both policy and legal reasons against providing BellSouth with this ability. From a policy perspective, MCIW reasons that BellSouth would be able to avoid resale competition by placing retail services in its access tariffs to avoid having to provide the discount. *Id.* As an example, MCIW discusses BellSouth's SmartRing service, which is included in state and federal access tariffs. MCIW states that the SmartRing service included in BellSouth's access tariffs does not differ from the SmartRing service in its private line tariff in any way that would justify making one available for toll access and the other not available for toll access. *Id.*

MCIW's legal argument begins with the definition of "exchange access" in the Federal Act. "Exchange access" is defined as "the offering of access to telephone exchange services or

facilities for the purpose of the origination or termination of telephone toll services.” 47 U.S.C. § 153(40). MCIW argues that “when BellSouth includes in its access tariffs services that are available for use (or are in fact used) for purposes other than toll access, those services may be resold by CLECs at the resale discount.” *Id.* at p. 6.

The Commission finds that BellSouth shall not be allowed to manipulate the pricing of its services by placing services that belong in its private line tariffs in its access tariffs. The FCC’s ruling speaks to exchange access services, and the Federal Act provides a clear definition of “exchange access.” BellSouth is required to offer to MCIW at the resale discount all services that do not meet the definition of exchange access. Therefore, the Commission directs BellSouth to classify as a retail service, and offer to MCIW at the resale discount, all services that are not for the purpose of the origination or termination of telephone toll services.

3. Issue 5

Should BellSouth be required to provide OS/DA as a UNE?

ILECs are required to provide operator services and directory assistance (“OS/DA”) as an unbundled network element, unless they provide “customized routing or a compatible signaling protocol.” *In re: Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order and Fourth Further Notice of Proposed Rulemaking (released January 14, 2000). At issue, is whether BellSouth provides customized routing or a compatible signaling protocol.

BellSouth contends that it provides various methods of customized routing, including a Line Class Code (“LCC”) and Advanced Intelligent Network (“AIN”) solution. (BellSouth Post-Hearing Brief, p. 8). MCIW claims that neither of these methods suffices to meet the FCC’s requirements because of inefficiencies related to each method. The LCC method would require MCIW to build or lease dedicated transport from every BellSouth end office serving its customers to the corresponding tandems. (MCIW Post-Hearing Brief, p. 9). A major problem with the AIN hubbing method is that if MCIW wishes to use its own OS/DA platform, then it must obtain dedicated trunking from the AIN hub to its platform. *Id.* at p. 10.

BellSouth responds to these complaints by stating that it is not required to accommodate MCIW’s preferred trunking arrangement. (BellSouth Post-Hearing Brief, p. 9). The Commission agrees with BellSouth that it has met the requirement for customized routing, and that therefore, it is not required to provide OS/DA services as UNEs. It is the Commission Staff’s understanding that BellSouth is moving towards implementation of Originating Line Number Screening (“OLNS”). BellSouth is required to file an implementation schedule for OLNS within fifteen (15) days of issuance of the Commission Order. The availability of OLNS at reasonable rates should reduce MCIW’s concerns relating to Issues 5, 15, 19, and 101.

4. Issue 8

Should UNE specifications include non-industry standard, BellSouth proprietary specifications?

Although industry standards provide useful guidance for the provision and maintenance of UNEs, not every UNE has an industry standard. In the absence of an industry standard, BellSouth proposes the inclusion of non-industry standard technical requirements. Technical Requirement 73600 (TR 73600) details the unbundled loops offered by BellSouth and explains the relationship to any existing industry standard.

MCIW argues that this specification is unnecessary and that it would impose additional requirements on MCIW. However, MCIW witness, Michael Messina testified that where no industry standard existed, "something should be available and referenced in the contract." (Tr. 161). Therefore, BellSouth and MCIW agree that the contract should not remain silent on those areas for which no industry standard exists. The Commission concludes that for UNEs without a national industry standard, the standard developed by BellSouth shall be included in the agreement.

5. Issue 15

When an MCIW customer served via the UNE-platform makes a directory assistance or operator call, must the ANI-II digits be transmitted to MCIW via Feature Group D signaling from the point of origination?

This issue relates to Issue 5 discussed above. The dispute is over whether BellSouth should be obligated to route OS/DA calls to MCIW via an AIN-II dip. BellSouth has agreed to provide Feature Group D signaling with customized routing to MCIW when MCIW acquires the unbundled network element platform ("UNE-P"); however, BellSouth maintains that the FCC does not require any particular trunking arrangement. (BellSouth Post-Hearing Brief, p. 11). MCIW has proposed that the Agreement provide that "Calls from Local Switching must pass the ANI-II digits unchanged." (MCIW Post-Hearing Brief, p. 14). ANI-II digits provide MCIW with the number of the calling party and any call restrictions on the line. MCIW argues that it is technically feasible for BellSouth to pass the ANI-II digits unchanged using its AIN hubbing method, with the caveat that for one switch type direct trunking to its OS/DA platform would be required. *Id.* at 14.

In order to be consistent with the conclusion reached on Issue 5, the Commission must again find that BellSouth is not required to provide a particular trunking arrangement. Accordingly, when an MCIW customer served via the UNE-P makes a directory assistance or operator call, BellSouth is not required to transmit the ANI-II digits to MCIW via Feature Group D signaling from the point of origination but BellSouth must, and has agreed to provide Feature Group D signaling with customized routing for transmitting the ANI-II digits.

6. Issue 18

Is BellSouth required to provide all technically feasible unbundled dedicated transport between locations and equipment designated by MCIW so long as the facilities are used to provide telecommunications services, including interoffice transmission facilities to network nodes connected to MCIW switches and to the switches or wire centers of other requesting carriers?

In its Post-Hearing Brief, MCIW states that “[t]he remaining areas of dispute concern (i) whether BellSouth must provide dedicated transport when more than one transport link is involved; and (ii) whether BellSouth must provide dedicated transport from a point on WorldCom’s network to the switch or other facilities of a third party carrier.” (MCIW Post-Hearing Brief, p. 16). BellSouth argues that both of these proposals by MCIW are contrary to decisions of the FCC and federal court.

The FCC has ordered that ILECs are not required “to construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use.” *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98 ¶324. BellSouth argues that MCIW is requesting that BellSouth construct electronic equipment for dedicated transport. It bases this argument on the most recent language proposed by MCIW on this issue. MCIW has proposed the following language:

Nothing herein shall be construed to require BellSouth to construct facilities to provide dedicated transport where such facilities do not currently exist, except BellSouth shall provide the electronic equipment necessary to provide dedicated transport. (Tr. 364).

BellSouth interprets the language to obligate BellSouth to provide the electronic equipment necessary to provide dedicated transport. However, BellSouth will have to modify its electronics whenever it provides dedicated transport to CLECs. Additionally, electronics are included in the cost of dedicated transport. Therefore, BellSouth is required to provide the electronics for dedicated transport if it currently exists in the network, but BellSouth is not required to construct facilities (including electronics) to provide dedicated transport where such facilities do not currently exist.

BellSouth also claims that MCIW’s argument is contrary to the United States Court of Appeals for the Eighth Circuit’s decision in *Iowa Utils. Bd. v. FCC*, 219 F.3d 744 (8th Cir. 2000). The Eighth Circuit vacated the FCC’s rules that obligated incumbents to combine previously uncombined network elements on behalf of a requesting carrier. 219 F.3d at 750. However, MCIW claims that it is not asking BellSouth to combine previously uncombined network elements. First, MCIW contests that each link segment constitutes a separate UNE. (MCIW Post-Hearing Brief, p. 16). In addition, MCIW argues that even if the link segments are determined to be UNEs, BellSouth ordinarily combines them in its network. Accordingly, MCIW argues that BellSouth must combine the segments for MCIW. *Id.* at 17.

BellSouth witness, Alphonso Varner, testified that for one of its MegaLink customers BellSouth would combine the loops needed by the customer with the dedicated transport. (Tr. 368-69). MCIW, therefore, is not asking BellSouth to combine previously uncombined network elements. In Docket No. 10692-U, the Commission stated:

To the extent that CLECs seek to obtain other combinations of UNEs that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, the Commission finds that the CLEC can purchase such UNE combinations at the sum of the stand-alone prices of the UNEs which make up the combination.¹

The evidence supports that BellSouth ordinarily combines these elements in its network. BellSouth is obligated to combine these elements to MCIW upon request at the sum of the stand-alone prices of the elements.

7. **Issue 19**

How should BellSouth be required to route OS/DA traffic to MCIW's operator services and directory assistance platforms?

This issue is related to Issues 5 and 15 discussed above. BellSouth argues that it provides customized routing consistent with FCC rules and orders of the Commission. It also claims that it will provide MCI's OS/DA traffic with the same routing as it provides to its own traffic. MCIW has insisted that BellSouth provide shared transport for MCIW's OS/DA traffic over common transport trunk groups from BellSouth's end offices to its tandems. (MCIW Post-Hearing Brief, p. 19). BellSouth insists that operator services and directory assistance end office functions require dedicated trunk groups from BellSouth end offices to the TOPS Platform. (BellSouth Post-Hearing Brief, p. 14).

The Commission finds, consistent with its findings on Issues 5 and 15, that BellSouth is not required to provide shared transport for MCIW's OS/DA traffic. BellSouth meets the requirements set forth by the FCC and this Commission by providing MCIW's OS/DA traffic the same routing as it provides to its own traffic.

¹ *Order regarding the Cost-based Rates as relates to BellSouth's Unbundled Network Elements*, (February 1, 2000, p. 22 of 23).

8. **Issue 22**

Should the Interconnection Agreements contain MCIW's proposed terms addressing line sharing, including line sharing in the UNE-P and unbundled loop configurations?

The Commission finds that this issue is generic in nature and that it would be most fair and efficient for it to be heard in the context of Docket No. 11900-U (Investigation of BellSouth Telecommunications, Inc.'s Provision of Unbundled Network Elements for xDSL Service Providers).

9. **Issue 23**

Does MCIW's right to dedicated transport as an unbundled network element include SONET rings that exist on BellSouth's network?

The parties agree that if a SONET ring exists, BellSouth will provide MCIW with dedicated transport over that ring. (BellSouth Post-Hearing Brief, p. 16). The parties also agree that BellSouth does not have the obligation to construct fiber facilities to provide a SONET ring where those facilities do not currently exist. (MCIW Post-Hearing Brief, p. 23). The parties dispute whether BellSouth must provide MCIW with access to an entire existing SONET ring as opposed to segments used for particular point-to-point dedicated transport. The parties also do not agree over whether BellSouth is obligated, upon request, to add SONET functionality to existing fiber transport facilities.

A SONET ring provides redundancy to protect against an interruption of service if a line is cut. (Tr. 386). If MCIW wants transport between two points on a SONET ring, BellSouth has agreed to provide the transport over the segment of the SONET ring. BellSouth claims that providing MCIW with capacity over the entire SONET ring would require BellSouth to re-engineer the ring, which it claims it is not required to do. (Tr. 387-88). MCIW argues that BellSouth is obligated to provide MCIW capacity over the entire ring because its unbundling obligation extends throughout its transport network. (MCIW Post-Hearing Brief, p. 23). The Commission agrees that BellSouth will have to modify its electronics anytime it provides dedicated transport to CLECs. Additionally, electronics are included in the cost of dedicated transport. Therefore, BellSouth is required to provide SONET Rings for dedicated transport if it currently exist in the network but BellSouth is not required to construct facilities (including electronics) to provide dedicated transport where such facilities do not currently exist.

Similarly, the second issue involves MCIW's request that BellSouth add SONET functionality when the fiber is in place but not used as a SONET Ring. The Commission finds that BellSouth is not required to construct the electronics on the fiber ring to give it SONET functionality because the functionality did not originally exist in the network.

10. Issue 28

Should BellSouth provide the calling name database via electronic download, magnetic tape, or via similar convenient media?

The calling name database ("CNAM") contains caller name information for BellSouth end users and any other carrier that stores names in BellSouth's database. (Tr. 388). In its December 28, 1999 Order in both Docket Nos. 10418-U and 10135-U, the Commission found that CNAM is a UNE and that it must be provided at a cost-based rate. (Order, p. 8 of 10)². The dispute between the parties is over whether BellSouth should be obligated to MCIW the CNAM via electronic download or similar convenient media. BellSouth wants to provide MCIW access to the CNAM database on a "dip-by-dip" basis, which would require MCIW to request access each time it needs access. (Tr. 388).

MCIW explained that the "dip-by-dip" method of providing access results in delay in delivering the information to the called customer. (Tr. 42). MCIW further argues that it is technically feasible for BellSouth to provide the CNAM via electronic download. (MCIW Post-Hearing Brief, p. 25). Finally, MCIW agreed that it would compensate BellSouth for the costs related to the download. (Tr. 45).

BellSouth argues that it is not obligated to provide an electronic download of the CNAM for MCIW. (BellSouth Post-Hearing Brief, p. 18). BellSouth states that accommodating MCIW's request would require it to "develop new computer programs, address the issue of how to update the download, and perform whatever other work is necessary to make the data available to MCI." *Id.*

However, BellSouth does not claim that it would be technically infeasible to make the necessary changes. Also, the evidence supports the conclusion that MCIW would be able to provide better service if BellSouth provided CNAM via electronic download. (Tr. 44). Since BellSouth does not have to experience the delay that the "dip-by-dip" method would impose upon MCIW, the "dip-by-dip" method cannot be said to be nondiscriminatory. Accordingly, the Commission finds that BellSouth must provide to MCIW the CNAM database via electronic download or via similar convenient media, subject to the condition that MCIW compensates BellSouth for the costs related to providing the electronic download.

² Docket No. 10418-U: *Interconnection Agreement Between MediaOne Telecommunications of Georgia, LLC and BellSouth Telecommunications, Inc.*; Docket No. 10135-U: *MediaOne Telecommunications of Georgia, LLC v. BellSouth Telecommunications, Inc.*

11. Issue 29

Should calls from MCIW customers to BellSouth customers served via UniServe, Zipconnect, or any other similar service, be terminated by BellSouth from the point of interconnection in the same manner as other local traffic, without a requirement for special trunking?

MCIW is not required to bring its own facilities, or lease facilities from BellSouth, to the TOPS Platform in order for MCIW customers to reach subscribers to BellSouth's ZIPConnect service. Because ZIPConnect service uses BellSouth's AIN Platform to perform specialized routing of calls to the 203 NXX code, these calls are delivered to the BellSouth Access Tandem. (BellSouth Post-Hearing Brief, p. 19). Since Uniserve service utilizes operator services switching functionality, MCIW must bring its own facilities, or lease facilities from BellSouth, to the TOPS platform in order for MCIW customers to reach UniServe service subscriber. This condition is consistent with what BellSouth and other telecommunications carriers are required to do. (BellSouth Post-Hearing Brief, p. 19). The Commission finds that in order for MCIW to reach UniServe service subscribers, it must bring its own facilities, or lease facilities from BellSouth, to the TOPS Platform.

12. Issue 34

Is BellSouth obligated to provide and use two-way trunks that carry each party's traffic?

The parties agree that BellSouth will provide two-way local interconnection trunks upon MCIW's request. The dispute is over whether BellSouth is then obligated to use the two-way trunks if it determines one-way trunks to be more efficient for the given circumstance. MCIW argues that BellSouth is obligated to provide and use two-way trunking upon request. (MCIW Post-Hearing Brief, p. 28). BellSouth responds that its obligation to use the two-way trunks is limited to those instances where traffic volumes are too low to justify one-way trunks. (BellSouth Post-Hearing Brief, p. 20).

Federal regulations require BellSouth to provide two-way trunking upon request if technically feasible. 47 C.F.R. § 51.305(f). BellSouth agrees that it is technically feasible to provide two-way trunking. (Tr. 391). BellSouth also agrees that any efficiencies of two-way trunking will be lost if BellSouth does not use the two-way trunks. (Tr. 393). Allowing BellSouth not to use the two-way trunking based on when it decides two-way trunking is not efficient would undermine the apparent intent of the federal regulation. The Commission finds that BellSouth is required to provide and use two-way trunking upon request.

13. Issue 36

Does MCIW, as the requesting carrier, have the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point?

BellSouth's position is that it should not be obligated to deliver BellSouth originated traffic to a point of interconnection designated by MCIW. (BellSouth Post-Hearing Brief, pp. 22-27). MCIW argues that BellSouth's position is contrary to both the law and sound public policy. (MCIW Post-Hearing Brief, pp. 30-38).

MCIW argues that BellSouth's proposal imposes on MCIW the financial burden of bringing BellSouth's traffic the rest of the way through BellSouth's network and into MCIW's network. In contrast, under MCIW's proposal, each party would be responsible for bringing its originating traffic to the Point of Interconnection and each party would be responsible for transporting and terminating the other party's traffic from the Point of Interconnection. (Tr. 35).

This issue has arisen in subsequent arbitration proceedings currently pending before the Commission. The Commission finds therefore that it is equitable and efficient for the Commission to address this issue along with Issue 46 in a generic proceeding (Docket No. 13542-U). The Commission will hold expedited hearings on these issues.

14. Issue 37

Should BellSouth be permitted to require MCIW to fragment its traffic by traffic type so it can interconnect with BellSouth's network?

BellSouth's main objection to MCIW's proposed language is that it would prohibit BellSouth from maintaining a separate trunk group for traffic. (BellSouth Post-Hearing Brief, p. 27). In Issue 34, the Commission determined that BellSouth is obligated to provide and use two-way trunks that carry each party's traffic. Therefore, that MCIW's proposed language would prohibit BellSouth from maintaining a separate trunk group for traffic is not a justification to reject the language. The Commission finds that BellSouth shall not be permitted to require MCIW to fragment its traffic by traffic type.

15. Issue 39

How should Wireless Type I and Type 2A traffic be treated under the Interconnection Agreements?

The difference between a Wireless Type 1 carrier and a Wireless Type 2A carrier is that a Wireless Type 1 carrier uses BellSouth's NXXs, whereas a Wireless Type 2A carrier has its own NXXs. (Tr. 402-03). Currently, BellSouth pays MCIW for traffic that it terminates and bills MCIW for traffic that transits BellSouth's network to the Wireless Type 1 or Type 2A carrier. MCIW's concern is that BellSouth does not pass on MCIW's reciprocal compensation payments

to the wireless carriers. (MCIW Post-Hearing Brief, p. 39). BellSouth's reasoning for not passing on these payments to wireless carriers is that until it has Meet Point Billing capabilities, BellSouth does not have any way of knowing how much to remit to the carriers. (Tr. 404).

BellSouth does not affect the amount of reciprocal compensation paid by MCIW when it does not pass on these payments. The assurance that MCIW seeks from BellSouth is that it will indemnify MCIW in the event that a wireless carrier makes a claim against MCIW for the payments not passed on by BellSouth. (Tr. 404-405). BellSouth witness, Mr. Varner, testified that MCIW should not have to make the same payments twice. (Tr. 405). The Commission agrees that such a result would be inequitable. Therefore, the Commission finds that BellSouth's proposed language should be modified to require BellSouth to either pass on reciprocal compensation payments to the wireless carriers, or to indemnify MCIW as to any claim the wireless carriers may raise concerning those reciprocal compensation payments.

16. Issue 40

What is the appropriate definition of internet protocol (IP) and how should outbound voice calls over IP Telephony be treated for purposes of reciprocal compensation?

BellSouth argues that what matters is not the type of network used to transport the call, but rather that reciprocal compensation is not due for a long distance call. (BellSouth Post-Hearing Brief, p. 29). MCIW argues that the question of whether long-distance carriers should pay access charges when they use IP Telephony is beyond the scope of this arbitration proceeding. MCIW argues that the issue is within the FCC's jurisdiction, not the jurisdiction of the Commission.

BellSouth has proposed that "Switched Access Traffic" be defined as it is in BellSouth's Access Tariff. In addition BellSouth has proposed that IP Telephony traffic should be considered switched access traffic. (Attachment 4, Section 9.3.3). MCIW proposed alternative language, but maintains that its preference is for the Commission not to address this issue in this proceeding. (MCIW Post-Hearing Brief, p. 41).

This issue arose in the context of Docket No. 11644-U, *Petition of BellSouth Telecommunications, Inc. For Arbitration of an Interconnection Agreement With Intermedia Communications, Inc. Pursuant To Section 252(b) of the Telecommunications Act Of 1996*. In that proceeding, the Commission adopted the Commission Staff's recommendation.

However, Staff recommends that the Commission defer ruling on the issue of whether IP telephony is subject to access charges until it has had an opportunity to consider the issue further. While the FCC has not made any definitive rulings on the issue, it did suggest in its April 10, 1998 Report to Congress that some forms of IP Telephony might be telecommunications services rather than information services. The Commission adopts Staff's recommendation. (Docket No. 11644-U, Order, p. 14 of 17, footnote omitted).

Consistent with its decision in Docket No. 11644-U, the Commission will defer ruling on whether IP Telephony is subject to access charges or reciprocal compensation.

17. Issue 42

Should MCIW be permitted to offer tandem services for switched access traffic?

The parties characterize the central question behind this dispute vastly differently. BellSouth claims that the real issue is that MCIW must pay switched access charges. (BellSouth Post-Hearing Brief, p. 30). MCIW states that the real issue is whether it can provide exchange access using interconnection trunks from BellSouth. (MCIW Post-Hearing Brief, p.42).

BellSouth proposes that the Agreement contain the following language on this issue: "MCIW agrees not to deliver switched access trunks and facilities." Attachment 4, Section 2.3.8. MCIW objects to this language on the grounds that it would allow BellSouth to breach its obligation under 47 U.S.C. 251(c)(2)(A) to provide for the transmission and routing of telephone exchange service and exchange access. (MCIW Post-Hearing Brief, p. 43).

The Federal Act defines "exchange access" as "the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services." 47 U.S.C. § 153(40). The tandem services for switched access traffic falls within this definition. Therefore, the Commission finds that MCIW shall be permitted to offer tandem services for switched access traffic. In order to ensure that MCIW pays the switched access charges, MCIW shall provide the appropriate billing records for any trunk groups carrying access traffic that would enable BellSouth to bill for the switched access services it provides. The billing records for the trunk groups carrying switched access traffic shall be subject to audit by BellSouth.

18. Issue 45

How should third party transit traffic be routed and billed by the parties?

MCIW has proposed the following language for the routing and billing of local transit traffic.

9.7.1 For calls that transit BellSouth's network, whether they originate from MCIW and terminate to a third party LEC, CLEC or CMRS provider, or originate from that third party and terminate to MCIW, and transit BellSouth's network, MCIW may require BellSouth to make arrangements directly with that third party for any compensation owed in connection with such calls on MCIW's behalf, or deal directly with that third party, at MCIW's option.

10.71.1 If MCIW requires BellSouth to make arrangements directly with a third party LEC, CLEC or CMRS provider on MCIW's behalf, BellSouth shall

compensate MCIw for such calls terminating to MCIw using MCIw's rates as described herein, and such calls had terminated in BellSouth's network, using BellSouth's rates as described herein.

The intent behind this language is to streamline the billing process for local transit calls. (MCIW Post-Hearing Brief, p. 44). MCIW's proposed language would reduce the number of trunk groups, record exchange, and number of bills for all carriers. *Id.* at p. 45. BellSouth argues that MCIW is trying to skirt its obligation under section 251(b)(5) of the Federal Act to "establish reciprocal compensation arrangements for the transport and termination of telecommunications." (BellSouth Post-Hearing Brief, p. 32). However, under MCIW's proposal, the originating and terminating carriers would need to have an interconnection agreement. (MCIW Post-Hearing Brief, p. 45). In addition, MCIW does not dispute that BellSouth would be entitled to compensation for providing the service.

The Commission finds that the Agreement shall include the language proposed by MCIW, with the modification that the provision must state that the originating and terminating carriers must have an interconnection agreement, and that BellSouth would not have to render payment to the terminating carrier when the originating carrier failed to pay. Also, the language shall state that BellSouth is entitled to compensation for providing the service.

19. **Issue 46**

Should BellSouth be permitted to impose restrictions on MCIW's ability to assign NPA/NXX codes to MCIW's end-users?

This issue involves the provision of service to a customer physically located outside the rate center that the NPA/NXX for that customer is assigned. This type of service is called foreign exchange ("FX") service. The parties dispute whether this type of service should be considered local or long distance. BellSouth argues that MCIW should use its NPA/NXXs in such a way that BellSouth can distinguish local traffic from intraLATA toll traffic and interLATA toll traffic for BellSouth originated calls. BellSouth's concern is that MCIW is not entitled to reciprocal compensation for a long distance call. MCIW argues that FX service constitutes local traffic because of the NXX dialed and BellSouth should pay reciprocal compensation. (MCIW Post-Hearing Brief, p. 46).

As discussed as part of Issue 36, the Commission finds it prudent to address this issue as part of a generic proceeding (Docket No. 13542-U). The Commission will hold expedited hearings that will take up both Issues 36 and 46.

20. Issue 47

Should reciprocal compensation payments be made for calls bound to ISPs?

BellSouth argues that reciprocal compensation payments are not due because ISP-bound traffic is not local traffic. The Commission has found previously that ISP traffic is local in nature. See Docket Nos. 10854-U, 10767-U, 9281-U³. While reserving its right to seek judicial review from this Commission finding, BellSouth states that it will abide by the Commission's decision in Docket No. 10767-U. In Docket No. 10767-U, the Commission directed the parties to track reciprocal compensation payments, "subject to a true-up mechanism approved by the Commission as warranted by the outcome of the FCC's Rule-Making in CC Docket No. 99-68 on ISP-bound traffic." (Order, p. 4 of 11).

However, subsequent to the Commission's order in Docket No. 10767-U, the Commission addressed this issue in Docket No. 10854-U. In its order in Docket No. 10854-U, the Commission ordered BellSouth to pay reciprocal compensation for calls to ISPs without the payments being subject to a true-up mechanism. (Order p. 7 of 13). The Commission noted that District of Columbia Circuit Court of Appeals decision vacating the FCC's Declaratory Ruling for "want of reasoned decision-making" with regard to the FCC's use of the "end-to-end" analysis returned the status of the issue to an open question for the Commission to decide. Consistent with the Commission's decision in Docket No. 10854-U, the Commission finds that BellSouth must pay reciprocal compensation on ISP-bound traffic and that those payments are not subject to a true-up mechanism.

21. Issue 51

Is BellSouth required to pay tandem charges when MCIW terminates BellSouth local traffic using a switch serving an area comparable to a BellSouth tandem?

This issue concerns whether MCIW should receive reciprocal compensation at the tandem rate for traffic transported and terminated via its switch. The Commission has previously concluded that this question turns on whether the CLEC's switch serves a comparable geographic area and that it performs the same functionality. (See, Docket No. 10767-U, *In re: Petition by ICG Telecom Group, Inc. for Arbitration of an Interconnection Agreement with*

³ Docket No. 10854-U: *Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996*; Docket No. 10767-U: *Petition by ICG Telecom Group, Inc. for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996*; Docket No. 9281-U *Complaint of e.spire Communications, Inc. Against BellSouth Telecommunications, Inc.*

BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996.)

The evidence supports that each of MCIW's switches in the Atlanta area serves an area comparable to the service area of any single BellSouth switch. (MCIW Post-Hearing Brief, p. 63). Although MCIW disputes that it is required to demonstrate functional equivalency, it asserts that its switch is functionally equivalent. *Id.* The Commission finds that MCIW's switch is functionally equivalent. Therefore, the Commission finds that BellSouth must pay MCIW at the tandem rate.

22. Issue 52

Should BellSouth be required to pay access charges to MCIW for non-presubscribed intraLATA toll calls handled by BellSouth?

BellSouth witness, Mr. Varner testified that BellSouth would agree to pay access charges to MCIW when BellSouth, as the intraLATA toll carrier, collects revenues for a non-presubscribed independent telephone company customer's call to a 10-10-XXX number. (Tr. 435-36). Mr. Varner asserts that the main issue is that MCIW wants BellSouth to use equal access signaling on those calls, which BellSouth does not have. The Commission finds that BellSouth is responsible for paying access charges in these instances. Additionally, the parties shall find an appropriate method for billing access charges for these calls.

23. Issue 54

Should security charges be assessed for collocation in offices with existing card key systems, and how should security costs be allocated in central offices where new card key systems are being installed?

MCIW proposes that security costs for collocation in central offices should be assessed on a pro rata per square foot basis from each carrier, including BellSouth. (MCIW Post-Hearing Brief p. 67). This proposal assigns a cost to each carrier that corresponds to the benefit received by the carrier from the enhanced security services. BellSouth argues that this proposal is unworkable. MCIW's proposal, BellSouth argues, would require constant reassessment of costs every time there is a change in the collocation square footage, and it ignores that certain space in any central office remains unoccupied. (BellSouth Post-Hearing Brief, p. 45).

The Florida Public Service Commission recently addressed this question and concluded that the cost of security arrangements that benefit both the ILEC and the CLECs should be allocated on a pro rata per square foot basis. *In re: Petition of Competitive Carriers for Commission Action to Support Local Competition in BellSouth Telecommunications, Inc., Service Territory*, Docket No. 981834-TP, *In re: Petition of ACI Cor d/b/a Accelerated Connections, Inc. etc.*, Docket No. 99-321-TP, Order No. PSC-00-0941-FOF-TP. While the Commission is not bound by this precedent, it agrees with the decision. Basing the cost of enhancements to security arrangements on a pro rata per square foot basis effectively ties the