

costs of the improvements to the parties that stand to gain from them. In addition, the Commission holds that a recalculation is not necessary every time any change in the collocation arrangement takes place. A monthly recalculation is equitable and not overly burdensome.

24. Issue 55

Should BellSouth be required to provide a response including a firm cost quote within 15 days of receiving a collocation application?

The Average Response time intervals established by the Commission in Docket No. 7892-U, *Performance Measurements For Telecommunications Interconnection, Unbundling And Resale*, shall be incorporated in this Interconnection Agreement. The January 16, 2001, order in Docket No. 7892-U set forth two sets of intervals: the first beginning with the effective date of the order; the second becoming effective six months from the effective date of the order. For virtual collocation, the Average Response time interval is twenty calendar days initially, to be reduced to ten calendar days six months from the effective date of the order. For both physical and caged/cageless collocation, the Average Response time interval was set at thirty calendar days initially, to be reduced to twenty calendar days six months from the effective date of the order.

25. Issue 56

Should BellSouth be required to provide DC power to adjacent collocation space?

This issue concerns whether BellSouth can meet its obligations under the law by providing AC power to adjacent collocation arrangements, or whether BellSouth is required to provide DC power. BellSouth must provide power and physical collocation services and facilities to MCIW on a nondiscriminatory basis. 47 C.F.R. § 51.323(k)(3). BellSouth argues that 47 C.F.R. 51.323(k)(3) does not specify what type of power ILECs must provide to an adjacent arrangement. (BellSouth Post-Hearing Brief, p. 47). The costs, however, that CLECs will incur in converting AC power will result from having to collocate equipment outside of a BellSouth central office. This arrangement would provide BellSouth with inappropriate leverage to discriminate against CLECs. The Commission finds that BellSouth shall be required to provide DC power to adjacent collocation space at MCIW's request where technically feasible.

26. Issue 59

Should collocation space be considered complete before BellSouth has provided MCIW with cable facility assignments ("CFAs")?

BellSouth cannot bill MCIW until after the collocation space is considered complete. BellSouth argues that the collocation work should be deemed complete prior to the provisioning of CFAs because it cannot issue the CFAs until after MCIW informs BellSouth of the frame

locations and designations of MCIW's cables. Therefore, a delay by MCIW in providing BellSouth with this information would delay BellSouth's ability to bill MCIW.

MCIW does not dispute this point. However, MCIW argues that since it cannot make use of the collocation space for providing service through an unbundled loop or other unbundled network elements without CFAs, it should not be charged for merely occupying the space. (MCIW Post-Hearing Brief, p. 84). The Commission finds that if MCIW informs BellSouth of the frame locations and designation of MCIW cables prior to BellSouth's completion of the collocation space, BellSouth shall provide CFAs prior to collocation space completion. Therefore, in the instance described above, collocation space is not considered complete until BellSouth provides MCIW with CFAs. Conversely, if MCIW does not provide the frame locations and designation of MCIW tie cables, BellSouth cannot be held responsible for not providing CFAs, and accordingly, the collocation is considered complete when the vendor completes its work.

27. Issue 60

Should BellSouth provide MCIW with specified collocation information at the joint planning meeting?

MCIW argues that specified collocation information is necessary for a CLEC to complete collocation. (MCIW Post-Hearing Brief, p. 87-88). Further, MCIW states that this information is readily available to BellSouth. *Id.* at 88. Therefore, MCIW has proposed language that would obligate BellSouth to provide the exact cable type and cable termination requirements for MCIW provided POT bays that will be used at the joint planning meeting. If the information is not available at the joint planning meeting, MCIW asks that the Commission obligate BellSouth to provide the information within thirty days of the meeting. *Id.* at 85.

BellSouth states that it will provide MCIW with the exact cable location termination requirements either at the joint meeting, or if not available at that time, within thirty days of the meeting. (BellSouth Post-Hearing Brief, p. 48). However, BellSouth claims that MCIW is requesting additional information that is either not readily available or is not required for MCIW to begin its work. *Id.*

The Commission finds that adopting appropriate standards for the provisioning of specified collocation information can enhance the development of competition. Accordingly, BellSouth must provide all the available information requested to MCIW at the joint implementation meeting or within 30 days thereafter. For clarification, however, BellSouth shall only be responsible for providing MCIW with the demarcation point associated with the equipment reflected on the Bona Fide Firm Order. This obligation does not extend to all technically feasible demarcation points because such a request is beyond the scope of providing "certain collocation information."

28. Issue 61

What rate should apply to the provision of DC power to MCIW's collocation space?

This issue contains two questions. The first concerns what the applicable rate should be for the provision of DC power to MCIW's collocation space. The Commission ordered rates for DC power in Docket No. 7061-U. Those rates shall apply to the provision of DC power to MCIW's collocation space.

The second issue is whether the per amp charge should be applied to the fused capacity BellSouth is required to provide to MCIW, as BellSouth advocates, or if it should be applied only to the capacity used by MCIW, as MCIW advocates. The evidence supports that MCIW's proposal would place an undue burden on BellSouth. BellSouth would have to install a meter for MCIW as well as any other requesting CLEC. (Tr. 180-81). In addition, BellSouth would have to have read the meters. (Tr. 181). The Commission finds that the per amp charge shall be applied to the fused capacity BellSouth is required to provide MCIW.

29. Issue 62

Should BellSouth be required to provision caged or cageless physical collocation space (including provision of the cage itself) within 90 days and virtual collocation within 45 days?

BellSouth proposes provisioning intervals under ordinary condition of ninety (90) business days for caged and cageless collocation under ordinary conditions and fifty (50) business days for virtual collocation. MCIW proposes intervals of ninety (90) calendar days for caged and cageless physical collocation space and sixty (60) calendar days for virtual collocation.

The Average Response time intervals established by the Commission in Docket No. 7892-U shall be incorporated in this Interconnection Agreement. The intervals are as follows:

Virtual:	Physical/Caged:
50 Calendar Days (Ordinary)	90 Calendar Days
75 Calendar Days (Extraordinary)	

Cageless:
60 Calendar Days (Ordinary)
90 Calendar Days (Extraordinary)

30. Issue 63

Is MCIW entitled to use any technically feasible entrance cable, including copper facilities?

BellSouth concedes that a copper entrance facility is technically feasible. (Tr. 187-188). 47 C.F.R. § 51.323(d)(3) provides that “[w]hen an Incumbent LEC provides physical collocation, virtual collocation, or both the incumbent LEC shall: permit interconnection of copper or coaxial cable if such interconnection is first approved by the state commission.” Therefore the Commission finds that MCIW is entitled to use any technically feasible entrance cable, including copper facilities.

31. Issue 64

Is MCIW entitled to verify BellSouth’s assertion, when made, that dual entrance facilities are not available? Should BellSouth maintain a waiting list for entrance space and notify MCIW when space becomes available?

BellSouth is required to provide at least two interconnection points at a premises “at which there are at least two entry points for the incumbent LEC’s cable facilities, and at which space is available for new facilities in at least two of those entry points.” 47 C.F.R. § 51.323(d)(2). However, BellSouth has offered to provide documentation, upon request, and at MCIW’s expense, to demonstrate that space is not available for dual entry. (BellSouth Post-Hearing Brief, p. 51). The FCC has declared that a denial of space triggers a requirement that the ILEC permit an inspection. MCIW agrees that if a tour of entrance facilities is needed it should be limited to the entrance facility. (Tr. 191). The Commission agrees with this limitation and concludes that MCIW should be entitled to verify any assertion by BellSouth that dual entrance facilities are not available. The Commission also finds that BellSouth shall maintain a waiting list for entrance space and notify MCIW when space becomes available.

32. Issue 65

What information must BellSouth provide to MCIW regarding vendor certification?

BellSouth is permitted to approve vendors hired by MCIW to construct its collocation space, provided the criteria used is the same as used in approving vendors for its own purposes. 47 C.F.R. § 51.323(j). BellSouth maintains that as long as it meets this requirement that only it has the right to approve or reject vendors. (BellSouth Post-Hearing Brief, p. 52). MCIW argues that under BellSouth’s proposal it does not have adequate assurance that the same information used by BellSouth to certify its vendors will be provided to MCIW. (MCIW Post-Hearing Brief, p. 102).

BellSouth asserts that it provides MCIW with the same information that BellSouth provides its vendors concerning the vendor certification process (Tr. 893). The evidence reflects that MCIW is provided with adequate and equal information to determine whether a proposed vendor meets BellSouth's certification standards. (Tr. 893). Therefore, the Commission agrees with BellSouth on this issue.

33. Issue 66

What industry guidelines or practices should govern collocation?

BellSouth claims that MCIW's proposal requires it to comply with standards outside of its control. (BellSouth Post-Hearing Brief, p. 52). MCIW argues it is merely asking that BellSouth comply with industry standards with respect to matters within its responsibility or under its control. (MCIW Post-Hearing Brief, p. 104). In order for a standard to be meaningful, complying with the standard must be within the party's control. Accordingly, the Commission finds that collocation shall be governed by only those industry guidelines or practices within BellSouth's control.

34. Issue 67

When MCIW has a license to use BellSouth rights-of-way, and BellSouth wishes convey the property to a third party, should BellSouth be required to convey the property subject to MCIW's license?

BellSouth argues that the license granted to MCIW does not authorize MCIW to restrict BellSouth's sale or conveyance of its property. (BellSouth Post-Hearing Brief, p. 53). MCIW argues that BellSouth's position would allow BellSouth to engage in anti-competitive conduct because BellSouth could sell property subject to its facilities remaining on the property but not MCIW's facilities remaining on the property.

The Commission agrees with MCIW. BellSouth's position would provide it with unfair leverage against its competitor. MCIW shall not be required to forfeit its license rights, and possibly strand facilities. BellSouth shall be required to convey the property subject to MCIW's license.

35. Issue 68

Should BellSouth require that payments for make-ready work be made in advance?

BellSouth proposes that MCIW should be required to make payments for make-ready work in advance. MCIW alleges that this is a delay tactic without any justification in MCIW's payment history. (MCIW Post-Hearing Brief, p. 107). BellSouth states that its proposal includes completion of make-ready work in a non-discriminatory manner. (BellSouth Post-Hearing Brief,

p. 53). Also, BellSouth has proposed to schedule make-ready work within twenty days of receipt of payment from MCIW, unless the period is extended for good cause. *Id.*

The Commission finds that the conditions included in BellSouth's proposal will help avoid use of the advance payment requirement as a delay tactic. The Commission adopts BellSouth's position subject to one modification. As an additional safeguard against use of the advance payment requirement as a delay tactic, the Agreement shall provide that if BellSouth wishes to extend the twenty days after payment is received, it must provide MCIW with written notice and an explanation of the good cause.

36. Issue 75

For end users served by INP, should the end user or the end user's local carrier be responsible for paying the terminating carrier for collect calls, third party billed calls or other operator assisted calls?

The parties disagree over who should be billed for collect calls, third party billed calls or other operator assisted calls for end users served by interim number portability (INP). BellSouth argues that the local carrier that serves the end user should be responsible for paying for these calls. BellSouth asserts that its position is consistent with the manner in which collect calls and third-number calls are billed when an end user is served by a CLEC using resold facilities or unbundled network elements. (Tr. 749).

MCIW proposes that the end user should be responsible for payment both because it is consistent with industry standard and because BellSouth provides the service. (MCIW Post-Hearing Brief, p. 108). The evidence supports MCIW's claim that the industry practice is for the toll carrier to bill the end use customer directly. (Pre-filed Testimony of MCIW Witness, Don Price, p. 50). Accordingly, the Commission directs that the parties incorporate MCIW's proposed language into the Agreement.

37. Issue 80

Should BellSouth be required to provide an application-to-application access service order inquiry process?

MCIW believes Issue 80 involves two interrelated subjects: (i) whether BellSouth must permit MCIW submit orders using an ASR; and (ii) whether BellSouth must provide an application-to-application service order inquiry process. (MCIW Post-Hearing Brief p. 109). MCIW asserts that BellSouth should be required to permit it to use the ASR process for DS1 combos at least until BellSouth has made available a tested electronic LSR process for such orders. (MCIW Post-Hearing Brief, p. 109-110).

BellSouth asserts that MCIW is attempting to require BellSouth to maintain an IXC process to handle local service requests ("LSR"). (BellSouth Post-Hearing Brief p. 54).

BellSouth maintains that the national standard for ordering UNEs and resale services is through the submission of a LSR (BellSouth Post-Hearing Brief p. 55).

BellSouth and MCIW shall work together in the Commission's Improvement Task Force ordered in Docket No. 7892-U to increase electronic ordering and flow-through for complex and manually ordered services. Until BellSouth makes available a tested electronic LSR process, MCIW shall be entitled to order DS1 Combos using the electronic ASR process.

38. Issue 81

Should BellSouth provide a service inquiry process for local services as a pre-ordering function?

MCIW proposes the following language for this issue: "BellSouth shall perform service inquiry as a pre-ordering function as requested by MCIW." (Attachment 8, Section 2.2.1). This information would assist MCIW in managing its customers' expectations, and it would "enable its customers to make plans based on when they expect to receive the services they ordered." (MCIW Post-Hearing Brief p.110-111). BellSouth charges that MCIW is requesting a superior functionality than that provided by BellSouth retail units and explains that its current practice is to use the service inquiry process, which includes a facility check as part of the ordering process. (BellSouth Post-Hearing Brief p. 57).

The Commission finds that the bulk of the information that MCIW is asking for on a pre-order basis is currently available manually via a service order inquiry. Further, information that MCIW seeks is currently in the beta testing process in order to provide electronic pre-ordering functionality. MCIW also requests on a pre-order basis the availability of facilities and the location of the facilities. BellSouth agrees that currently a process does not exist to obtain the information sought by MCIW on a pre-order basis. (Tr. 702). The Commission finds that both CLEC and BellSouth customers would benefit from knowing whether facilities are available at the time an order is taken. The Commission finds that MCIW shall file this request immediately within the Change Management Process for implementation.

39. Issue 94

Should BellSouth be permitted to disconnect service to MCIW for nonpayment?

BellSouth's position is that it should be permitted to disconnect service to MCIW if it fails to pay billed charges for which there is no good faith dispute. BellSouth states that its concern is that if MCIW is not held to this condition, then other CLECs will opt into this provision. (BellSouth Post-Hearing Brief, p. 59). MCIW expressed the concern that BellSouth is the sole arbiter of whether a dispute over a bill is a good faith dispute. (MCIW Post-Hearing Brief, p. 112). MCIW argued that nonpayment should be resolved through dispute resolution, rather than through disconnect. *Id.* at 113.

The Commission finds that BellSouth should not be able to unilaterally determine that MCIW is not acting in good faith when it disputes a bill. Therefore, BellSouth's proposed language shall be modified to allow disconnect only in those instances in which MCIW does not dispute the bill, provided however, that MCIW must provide BellSouth with written documentation of the billing dispute which clearly shows the basis for MCIW's dispute of the charges. If the parties are still unable to resolve the dispute, then the parties may pursue all dispute resolution measures available under the Agreement.

In addition, MCIW expressed the concern through cross-examination that the language proposed by BellSouth would enable it to disconnect all of its services if MCIW failed to make payment for a given service. BellSouth's witness testified that the intent of the language was that BellSouth only be permitted to disconnect for the service for which MCIW had not made payment. (Tr. 442). The Commission determines that the language shall only allow BellSouth to disconnect for those services for which MCIW has not made payment.

40. Issue 95

Should BellSouth be required to provide MCIW with billing records with all EMI standard fields?

MCIW's position is that, consistent with the parties' current interconnection agreement, BellSouth should be required to provide MCIW with complete EMI billing records. (MCIW Post-Hearing Brief, p. 114). BellSouth proposes that it provide CLECs with usage records created using EMI guidelines. (BellSouth Post-Hearing Brief, p. 59).

The Commission finds that BellSouth did not show why the provision contained in the parties' current interconnection agreement is unreasonable. Nor did BellSouth adequately explain why an exception to the industry standard should be created. The Commission finds that BellSouth shall be required to provide MCIW with billing records with all EMI standard fields.

41. Issue 96

Should BellSouth be required to give written notice when a central office conversion will take place before midnight or after 4 a.m.?

BellSouth has agreed to attempt to schedule central office conversions between midnight and 4 a.m. (BellSouth Post-Hearing Brief, p. 60). The parties agree that some notice is appropriate in the event that a central office conversion will take place before midnight or after 4 a.m. However, BellSouth argues that written notice should not be required. Rather, BellSouth proposes that it post notice of its conversion on its website. *Id.* MCIW argues that written notice constitutes more effective notice, and that given the seriousness of a central office conversion, that written notice is more appropriate. (MCIW Post-Hearing Brief, p. 115).

The evidence shows that BellSouth plans for months in advance prior to a central office conversion outside of the hours of midnight through 4 a.m. (Tr. 936). This allows enough time for notice over BellSouth's website to be effective. Since it is also the more efficient form of notice, the Commission finds that it is adequate for BellSouth to post notice of the central office conversions in question on its website.

42. Issue 100

Should BellSouth operators be required to ask MCIW customers for their carrier of choice when such customers request a rate quote or time and charges?

BellSouth's position is that its practice is to quote only BellSouth's rates. Customers who inquire about long distance rates are advised they should seek that information from their long distance carrier. BellSouth states that its operator services platform does not have the capability to connect to a CLEC's directory assistance platform. (BellSouth Post-Hearing Brief, p. 60). MCIW argues that it merely wishes BellSouth operators to inquire of MCIW local customers for whom BellSouth provides operator services which carrier is their carrier of choice. (MCIW Brief, p. 117).

The Commission finds that if MCIW compensates BellSouth, then BellSouth operators shall be required to ask MCIW customers for their carrier of choice.

43. Issue 101

Is BellSouth required to provide shared transport in connection with the provision of custom branding? Is MCIW required to purchase dedicated transport in connection with the provision of custom branding?

This issue relates to Issues 5, 15 and 19. "Custom branding" involves BellSouth branding calls to its OS/DA platform in the name of the CLEC whose customer is calling. The question comes down to whether BellSouth's provisioning of selective call routing relieves it from the obligation to provide shared transport with the provision of custom branding.

Consistent with its determinations on the earlier related issues, the Commission finds that BellSouth is not required to provide shared transport in connection with the provision of custom branding. Further, the Commission finds that MCIW is required to purchase dedicated transport in connection with the provision of custom branding.

44. Issue 107

Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreements?

BellSouth's position is that the language proposed by MCIW regarding a liability cap is not appropriate for inclusion in the Interconnection Agreement. (BellSouth Post-Hearing Brief, p. 61). BellSouth proposes that the only language relating to a liability cap in the Agreement should be the language to which both parties have agreed. *Id.* MCIW argues that the liability cap should only apply to non-material breaches of the Agreement. (MCIW Post-Hearing Brief, p. 112).

The Commission finds that the parties are not required to adopt language regarding a liability cap beyond what they are willing to agree upon through negotiations.

45. Issue 108

Should MCIW be able to obtain specific performance as a remedy for BellSouth's breach of contract?

MCIW argues that services under the Agreement are unique, and that specific performance is an appropriate remedy for BellSouth's failure to perform. (MCIW Post-Hearing Brief, p. 120) BellSouth responds that specific performance is not a requirement under Section 252. In addition, BellSouth argues that specific performance is not an appropriate subject in this arbitration proceeding. BellSouth recommends that to the extent MCIW can show that it is entitled to obtain specific performance under Georgia law, MCIW can make this showing without such a provision being included in the Agreement. (BellSouth Post-Hearing Brief, p. 62).

The Commission finds that it is not necessary for the Agreement to include a provision entitling MCIW to obtain specific performance for BellSouth's breach of contract. If MCIW wishes to seek specific performance with respect to a particular alleged breach, it may request such relief in its complaint.

46. Issue 109

Should BellSouth be required to permit MCIW to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, effective as of the date of MCIW's request? Should BellSouth be required to post on its website all BellSouth's interconnection agreements with third parties within fifteen days of the filing of such agreements with the Georgia PSC?

The parties do not dispute that the Federal Act obligates BellSouth to make available to MCIW upon request "any interconnection service, or network element provided under an agreement approved under this section to which it is a party." 47 U.S.C. 252(i). At issue, is whether BellSouth's obligation should begin upon MCIW's request or upon amendment to the agreement. BellSouth contends that the obligation does not begin until after the parties amend the Agreement. (BellSouth Post-Hearing Brief, p. 62). MCIW responds that such a provision would provide BellSouth with an inappropriate incentive to delay amendment. (MCIW Post-Hearing Brief, p. 122).

By obligating the local exchange carrier to allow the CLEC to "pick and choose," the Federal Act ensures that the agreement will be amended if the CLEC requests that its agreement include an interconnection service or network element provided in another interconnection agreement of the local exchange carrier. The amendment of the agreement necessarily follows this request. BellSouth should not have the ability to delay the inevitable to the detriment of MCIW. The Federal Act does not require amendment of the agreement prior to BellSouth providing the requested provision. The Commission finds that the more favorable terms and conditions obtained by a third party should be substituted effective as of the date of MCIW's request.

The second part of this issue involves whether the Agreement should obligate BellSouth to post interconnection agreements with third parties within fifteen days of the filing of such agreements with the Georgia PSC. The Commission finds that BellSouth shall be so obligated. Posting the agreements on its website will further the purposes set forth in the Federal Act.

47. Issue 110

Should BellSouth be required to take all actions necessary to ensure that MCIW confidential information does not fall into the hands of BellSouth's retail operations, and should BellSouth bear the burden of proving that such disclosure falls within enumerated exceptions?

The parties disagree as to whether the Agreement should require BellSouth to take all "reasonable" actions to protect MCIW's confidential information, as BellSouth proposes, or to take "all actions necessary" to protect the information, as MCIW proposes. The Commission finds that it is sufficient to require BellSouth to take all reasonable actions to protect MCIW's confidential information. A standard that BellSouth must take all actions necessary imposes an unreasonable burden on BellSouth. It is likely that in most situations no matter the level of

precaution taken by BellSouth, MCIW will be able to show that an additional action could have been taken. The Commission also finds that MCIW bears the burden of showing that the actions taken by BellSouth to protect the information were not reasonable.

III. CONCLUSION AND ORDERING PARAGRAPHS

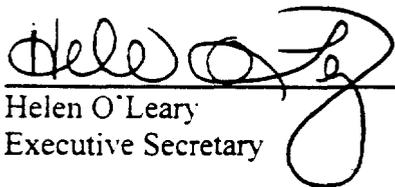
The Commission finds and concludes that the issues that the parties presented to the Commission for arbitration should be resolved in accord with the terms and conditions as discussed in the preceding sections of this Order, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and Georgia's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

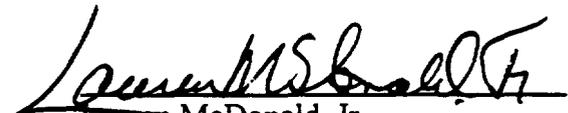
ORDERED FURTHER, that a motion for reconsideration, rehearing, or oral argument or any other motion shall not stay the effective date of this Order, unless otherwise ordered by the Commission.

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 February, 2001.



Helen O'Leary
Executive Secretary



Lauren McDonald, Jr.
Chairman

03/07/01
Date

03-07-01
Date

COMMISSIONERS:

LAUREN "BUBBA" McDONALD, JR., CHAIRMAN
ROBERT S. BAKER, JR.
DAVID L. BURGESS
BOB DURDEN
STAN WISE



RECEIVED

MAY 07 2001

DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

HELEN O'LEARY
EXECUTIVE SECRETARY

Georgia Public Service Commission

(404) 656-4501
1 (800) 282-5813

244 WASHINGTON STREET, S.W.
ATLANTA, GEORGIA 30333-0371

FAX: (404) 656-2341
www.psc.state.ga.us

DOCKET# 11901

DOCKET# 11901-U
DOCUMENT# 46991

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 ON RECONSIDERATION

On March 7, 2001, the Georgia Public Service Commission ("Commission") issued an order in the above-styled docket. The Commission's order addressed the forty-seven unresolved Issues between the parties. On March 19, 2001, BellSouth Telecommunications, Inc. ("BellSouth") filed with the Commission a Motion for Clarification and Reconsideration ("Motion") with respect to Commission determinations on two Issues in its March 7, 2001, order.

The first of the two Issues, Issue 3, involved whether the resale discount should apply to all telecommunication services BellSouth offers to end users regardless of the tariff in which the service is contained. The Commission ordered that "BellSouth is required to offer to MCIW at the resale discount all services that do not meet the definition of exchange access." (Commission Order, p. 4). Further, the Commission directed 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. *Id.* In its Motion, BellSouth requested that the Commission clarify that the term "services" in this section of the Commission order refers only to telecommunications services. (BellSouth Motion, p. 2). On March 30, 2001, MCImetro Access Transmission Services, LLC and MCI WORLDCOM Communications, Inc. (collectively "MCIW") filed with the Commission a Brief in Response to BellSouth Telecommunications, Inc.'s Motion for Clarification and Reconsideration ("Response Brief"), which stated that MCIW did not oppose this clarification to the Commission order. (Response Brief, p. 1).

BellSouth's obligation to offer MCIW for resale at wholesale rates applies to any telecommunications service that it provides at retail to subscribers that are not telecommunications carriers. 47 U.S.C. § 251(c)(4)(A). Therefore, the Commission grants the clarification sought by BellSouth on Issue 3. The Commission clarifies its order such that the term "services" in Issue 3 of the Commission order refers only to telecommunications services.

BellSouth also requests that the Commission reconsider its decision on Issue 80. Issue 80 involved whether BellSouth should be required to provide an application-to-application access

service order inquiry process. The Commission ordered that "[u]ntil BellSouth makes available a tested electronic LSR [Local Service Requests] process, MCIW shall be entitled to order DS1 Combos using the electronic ASR [Access Service Requests] process. (Commission order, p. 23). BellSouth moved for reconsideration on two grounds. First, BellSouth argues that MCIW is not currently ordering DS-1 combos via the ASR process, and that therefore, the Commission should not order that MCIW can continue to do so. In its Response Brief, MCIW rebuts this point by stating that it has used ASRs to order special access circuits, and that special access circuits and DS1 combos are the same thing. (Response Brief, p. 2). Therefore, the Commission does not find BellSouth's first ground for reconsideration persuasive.

BellSouth's second argument is that the relief ordered by the Commission is outside the scope of Issue 80. (Motion, p. 3). MCIW responds that using ASRs to order UNEs, mostly DS1 combos, was acknowledged in the record and briefs of the parties to be within the scope of Issue 80. (Response Brief, pp. 2-3). In fact, MCIW witness, Sherry Lichtenberg, discusses the importance of an application-to-application interface for ordering DS1 combos through ASRs. In summarizing her pre-filed testimony on Issue 80, Ms. Lichtenberg testified as follows:

Issue 80 concerns our request for an application to application pre-ordering interface for access service requests, known as ASRs. We use these ASRs to order, among other things, combinations of DS-1 loops and DS-1 transport as the main local product for our business customers.

(Tr. 289).

In addition, Ms. Lichtenberg states in her pre-filed Rebuttal testimony that MCIW is seeking application-to-application capability for the pre-ordering of local services, mostly DS1 combos. (Lichtenberg Pre-filed Rebuttal Testimony, pp. 4-5). Also in the context of Issue 80, MCIW questioned BellSouth's witness, Ronald M. Pate, on ordering DS1 combos.

Q. . . . [H]aving an integratable pre-ordering interface would not do WorldCom a lot of good as a practical matter if we can't use ASRs to order DS-1 combos, correct?

A. Well, exactly. . .

(Tr. 686-87).

This exchange illustrates that the ability of MCIW to order DS1 combos is central to the dispute. BellSouth did not object to any of the evidence on DS1 combos that was presented as part of Issue 80. The Commission finds that its determination set forth in its March 7, 2001 order was within the scope of the issue presented for its consideration. Accordingly, the Commission denies BellSouth's Motion as it relates to Issue 80.

WHEREFORE IT IS ORDERED, that BellSouth's Motion as it relates to Issue 3 is granted. The Commission's March 7, 2001, order is hereby clarified such that the term "services" in Issue 3 of the Commission order refers only to telecommunications services.

ORDERED FURTHER, that BellSouth's Motion as it relates to Issue 80 is hereby denied.

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 17th day of April, 2001.



Reese McAllister
Executive Secretary



Lauren McDonald, Jr.
Chairman

5-4-01

Date

05-07-01

Date

APPENDIX K

**Docket Number 12444-U, Petition of Sprint
Communications L.P. for Arbitration with
BellSouth Telecommunications, Inc. Pursuant to
Section 252(b) of the Telecommunications Act of
1996 Order**

COMMISSIONERS:

J. J. JEN "BUBBA" McDONALD, JR., CHAIRMAN
ROBERT B. BAKER, JR.
DAVID L. BURGESS
BOB DUNDEN
STAN WISE



JUL 13 2001

DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

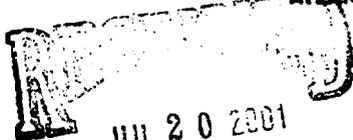
HELEN O'LEARY
EXECUTIVE SECRETARY

Georgia Public Service Commission

(404) 656-4501
(800) 282-5813

244 WASHINGTON STREET, S.W.
ATLANTA, GEORGIA 30334-8701

FAX: (404) 656-2341
www.psc.state.ga.us



DOCKET # 12444

Docket No. 12444-U

DOCUMENT # 48706

GENERAL COUNSEL-
GEORGIA
ORDER ON RECONSIDERATION

In Re: **Petition of Sprint Communications Company L.P. For Arbitration with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996**

BY THE COMMISSION:

On June 1, 2001, the Georgia Public Service Commission ("Commission") issued its Order in the above-styled proceeding to resolve those issues upon which the parties could not agree. Sprint Communications Company, L.P. ("Sprint") filed with the Commission a Motion for Reconsideration ("Motion") on June 11, 2001. The Motion requested that the Commission reverse its decision on three issues from the June 1, 2001 Order. On June 21, 2001, BellSouth Telecommunications, Inc. ("BellSouth") filed with the Commission a Response in Opposition to Sprint Communications Company L.P.'s Motion for Reconsideration. As discussed below, the Commission denies reconsideration on the issues raised in Sprint's Motion; however, the Commission clarifies a ruling in its June 1, 2001, Order, on the recommendation of the Commission Staff.

1. Issue 4

Should BellSouth make its Custom Calling Features available for resale on a stand-alone basis?

In its June 1, Order, the Commission concluded that BellSouth was not obligated to make its Custom Calling Features available for resale on a stand-alone basis. Sprint has requested that the Commission reconsider this decision. Sprint maintains that the Commission Order is in violation of 47 U.S.C. 251(c)(4). The Telecommunications Act of 1996 obligates ILECs "to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers." 47 U.S.C. 251(c)(4)(A). The Commission based its conclusion that BellSouth was not obligated to provide the vertical features on a stand-alone basis on the FCC's determination that ILECs are not required to "disaggregate a retail service into more discrete retail services." First Report and Order, *In the*

Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98 (released August 8, 1996) (¶ 877).

Pursuant to BellSouth's tariff, these vertical features are only furnished in connection with individual line residence and business main service. (Order, p. 2). The Commission's finding that the vertical features constitute "more discrete retail services" as contemplated by the First Report and Order is supported by the record. The Commission declines to reconsider its decision on this issue.

2. **Issue 18**

Should Sprint and BellSouth have the ability to negotiate a demarcation point different from Sprint's collocation space, up to and including the convention distribution frame?

In its June 1, 2001, Order, the Commission decided that BellSouth should be allowed to choose the demarcation point. The demarcation point, as chosen by BellSouth, should be the conventional distribution frame (CDF), unless otherwise mutually agreed to by BellSouth and Sprint (Order, pp. 6-7). Sprint requested that the demarcation point be the Point of Termination (POT) bay. BellSouth contended that to timely and accurately provision collocation arrangements, it needed to standardize the collocation process. (BellSouth Post-Hearing Brief, p. 14). BellSouth stated that since it could not require other CLECs to choose the POT bay as a demarcation point, having Sprint's demarcation point at the POT bay would not provide the necessary standardization. The Commission relied on this contention in reaching its decision. Sprint questions the veracity of BellSouth's claims that a standardized demarcation point is necessary from a technical standpoint. The Commission sees no need to re-evaluate the evidence on this issue. Sprint's motion to reconsider this issue is denied.

3. **Issue 31**

Should BellSouth be required to charge Sprint cost-based rates for dedicated OS/DA trunking?

The Commission decided that BellSouth was not obligated to charge Sprint cost-based rates for dedicated OS/DA trunking. Sprint argues that dedicated trunking is a UNE and should be provided at cost-based rates regardless of its association with OS/DA trunking. (Sprint Motion, p.9). The FCC determined that CLECs "are not impaired without access to OS/DA service as an unbundled element." *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 November 5, 1999) ("UNE Remand Order") (¶ 441). The FCC also included the cost of dedicated trunking as part of self-provisioning OS/DA. *Id.* at ¶450. The Commission found that it would undermine the FCC's decision to separate an individual component of a service that the FCC determined was not a UNE, and obligate BellSouth to charge UNE prices for that component.

In its Motion, Sprint contests the Commission's interpretation of the UNE Remand Order. The Commission is not persuaded. In the context of its explanation of why OS/DA is not a UNE, the FCC stated the costs associated with its provisioning. If the FCC had intended to make an exception for a component cost, then that exception would have been noted in the explanation. The Commission denies reconsideration on this issue.

4. **Issue 19**

In instances where Sprint desires to add additional collocation equipment that would require BellSouth to complete additional space preparation work, should BellSouth be willing to commit to specific completion intervals for specific types of additions and augmentations to the collocation space?

The Commission Staff recommended that the Commission clarify its decision on Issue 19. In its June 1, 2001, Order, the Commission adopted Sprint's proposed intervals, with the exception of Sprint's proposed exception for major augments. The intervals proposed by Sprint that the Commission adopted were a 45-day interval for minor augments and a 60-day interval for intermediate augments. The Commission Staff recommended that the Commission clarify that the parties should jointly establish the tasks to be included in each of the augments.

The Staff also recommended that the Commission clarify its Order to state that the intervals measure the time from the receipt of a complete and accurate Bona Fide firm order to the date BellSouth completes the augmentation. This is consistent with the Commission Order in Docket No. 7892-U, *Performance Measurements for Telecommunications Interconnection, Unbundling and Resale*. The Commission adopts both of the Commission Staff's proposed clarifications.

WHEREFORE IT IS ORDERED, that Sprint's Motion for Reconsideration is denied in its entirety.

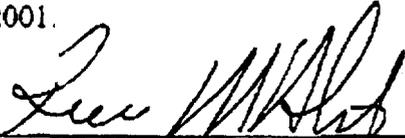
ORDERED FURTHER, that the Commission clarifies its decision on Issue 19 of its June 1, 2001, Order to direct the parties to jointly establish the tasks to be included in each of the augments

ORDERED FURTHER, that the Commission further clarifies its decision on Issue 19 of its June 1, 2001, Order to state that the intervals measure the time from the receipt of a complete and accurate Bona Fide firm order to the date BellSouth completes the augmentation.

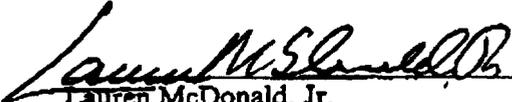
ORDERED FURTHER, that a motion for reconsideration, rehearing, or oral argument or any other motion shall not stay the effective date of this Order, unless otherwise ordered by the Commission.

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 3rd day of July, 2001.



Reece McAlister
Executive Secretary



Lauren McDonald, Jr.
Chairman

7-12-01
Date

07-12-01
Date

APPENDIX L

1. The [redacted] and [redacted] are [redacted]

APPENDIX L

**Docket Number 11650-U, Order Adopting the
Hearing Officer's Decision DIECA
Communications, Inc. d/b/a Covad
Communications Company's Complaint Against
BellSouth**

COMMISSIONERS:

STAN WISE, CHAIRMAN
ROBERT B. BAKER, JR.
DAVID L. BURGESS
BOB DURDEN
LAUREN "BUBBA" McDONALD, JR.



DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

HELEN O'LEARY
EXECUTIVE SECRETARY

Georgia Public Service Commission

47 TRINITY AVENUE, S.W.
ATLANTA, GEORGIA 30334-8701
(404) 896-4801 OR 1 (800) 282-8813
FAX: (404) 896-2341 www.psc.state.ga.us

RECEIVED

DEC 28 1999

EXECUTIVE SECRETARY
G.P.S.C.

DOCKET NO. 11650-U

35473

In Re: **DIECA Communications, Inc. d/b/a Covad Communications Company's Complaint Against BellSouth Alleging that BellSouth Has Breached Its Interconnection Agreement By Refusing to Provision ISDN Loops Over Which Covad Provides IDSL Services**

ORDER

This matter comes before the Commission with a Recommended Decision from the Hearing Officer on a complaint filed by DIECA Communications, Inc. d/b/a Covad Communications Company (Covad) against BellSouth Telecommunications, Inc. (BellSouth) alleging that BellSouth had breached its Interconnection Agreement with Covad. After reviewing the Hearing Officer's Recommended Decision, and after considering the applicable laws, rules, and orders, and the record in this matter, the Commission hereby adopts the Hearing Officer's Recommended Decision as its own and hereby finds, concludes and decides as follows:

BACKGROUND

On December 9, 1999, Covad filed a complaint against BellSouth alleging that BellSouth had breached its Interconnection Agreement by refusing to provision ISDN loops over which Covad provides IDSL services. This matter was assigned to a Hearing Officer to make a recommended decision to the Commission.

On December 14, 1999, this matter came before the Hearing Officer for a preliminary hearing pursuant to the December 10, 1999 Order Designating Hearing Officer for Expedited Preliminary Hearing and Hearing; Procedural and Scheduling Order (Pre-hearing Order). At this preliminary hearing, the Hearing Officer found and concluded as follows:

a.

Both DIECA Communications, Inc. d/b/a Covad Communications Company (COVAD) and BellSouth Telecommunications, Inc. (BellSouth) agree that the complaint is properly before the Commission for resolution. The Hearing Officer hereby finds that this matter is properly before the Commission.

b.

No other parties have requested intervention in this matter. Accordingly, there is no need for any action by the Hearing Officer on this issue.

c.

COVAD has requested that immediate relief be granted requiring BellSouth to continue providing ISDN loops which are capable of providing IDSL service. Based on the limited presentation at the Pre-hearing, it appears that some of the ISDN loops that BellSouth provides to COVAD are capable of providing IDSL service, but some are not. In particular, it appears that the ISDN loops provisioned on copper are capable of providing IDSL. In some case, the ISDN loops not provisioned on cooper are not capable of providing IDSL. Some work would be necessary to make these loops capable of providing IDSL. COVAD states that such work should be done under the Interconnection Agreement as part of the service ordered. BellSouth states that such work would be additional work not covered by the Interconnection Agreement. It appears that BellSouth had been performing the work necessary to make these loops IDSL capable until mid-November 1999.

The Hearing Officer finds that until the Commission decision in this matter, BellSouth shall continue to provision ISDN loops to COVAD where such loops are provisioned on cooper. The Hearing Officer declines to order BellSouth to resume performing the disputed work to make non-cooper loops IDSL compatible pending the Commission's decision. The Pre-Hearing Order provides that the Commission shall render its Final Decision in this matter on December 21, 1999. The Hearing Officer finds that waiting one additional week on this issue will not result in irreparable harm to either party.

d.

Neither party objected to the hearing procedure set forth in the Pre-hearing Order. Further, neither party requested any additional procedures.