

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by AT&T
Communications of the Southern
States, Inc., for arbitration of
certain terms and conditions of
a proposed agreement with GTE
Florida Incorporated concerning
interconnection and resale under
the Telecommunications Act of
1996.

DOCKET NO. 960847-TP
ORDER NO. PSC-97-0585-FOF-TP
ISSUED: May 22, 1997

The following Commissioners participated in the disposition of
this matter:

JULIA L. JOHNSON, Chairman
SUSAN F. CLARK
J. TERRY DEASON
JOE GARCIA
DIANE K. KIESLING

FINAL ORDER APPROVING ARBITRATION AGREEMENT BETWEEN AT&T
COMMUNICATIONS OF THE SOUTHERN STATES, INC. AND GTE FLORIDA
INCORPORATED

BY THE COMMISSION:

CASE BACKGROUND

Part II of the Federal Telecommunications Act of 1996 (Act),
47 USC 151 et. seq., provides for the development of competitive
markets in the telecommunications industry. Section 251 of the Act
concerns interconnection with the incumbent local exchange carrier,
and Section 252 sets forth the procedures for negotiation,
arbitration, and approval of agreements.

Section 252(b) addresses agreements established by compulsory
arbitration. Section 252(b)(1) states:

(1) Arbitration. - During the period from the 135th to
160th day (inclusive) after the date on which an
incumbent local exchange carrier receives a request for

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negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues.

Section 252(b)(4)(c) states that the State commission shall resolve each issue set forth in the petition and response by imposing the appropriate conditions as required. This section requires this Commission to conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request under this section.

On March 11, 1996, AT&T Communications of the Southern States (AT&T) requested that GTE Florida Incorporated (GTE) begin negotiations for an interconnection agreement pursuant to Section 252 of the Act. On August 16, 1996, AT&T filed a petition for arbitration of unresolved issues pursuant to Section 252 of the Act.

On April 3, 1996, MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc. (collectively MCI) requested that GTE begin negotiations. On August 28, 1996, MCI filed its petition for arbitration with GTE, and also filed a motion to consolidate its arbitration proceeding with the AT&T/GTE arbitration proceeding. Docket No. 960980-TP was established for MCI's petition. On September 13, 1996, MCI's motion to consolidate was granted by Order No. PSC-96-1152-PCO-TP.

On August 8, 1996, the Federal Communications Commission (FCC) released its First Report and Order in CC Docket No. 96-98 (Order). The Order established the FCC's requirements for interconnection, unbundling and resale based on its interpretation of the 1996 Act. This Commission appealed certain portions of the FCC order, and requested a stay of the Order pending that appeal. On October 15, 1996, the Eighth Circuit Court of Appeals granted a stay of the FCC's rules implementing Section 251(i) and the pricing provisions of the Order.

On October 14-16, 1996, we conducted an evidentiary hearing for the consolidated dockets. At our December 2, 1996, Agenda Conference we made our decision on the issues addressed by the parties in four main subject areas: network elements; resale; transport and termination; and, implementation matters.

On January 17, 1997, we issued Order No. PSC-97-0064-FOF-TP memorializing our arbitration decision on the remaining unresolved

issues between AT&T and GTE. In that Order, we directed the parties to file agreements implementing the arbitration decision within 30 days. The parties filed their arbitrated agreement with the Commission on February 17, 1997, and identified the sections where disputes over specific language remained. We considered the Agreement and the language that remained in dispute at our March 18, 1997 Special Agenda Conference. Our decisions on the arbitrated agreement are set forth below.

DECISION

I. ATTACHMENT A

The parties to the proceeding have agreed to all of the language in the sections identified in Attachment A, which is incorporated by reference herein, except for those sections identified by an asterisk (*). For those sections, the parties agreed to portions of the language and disputed other portions in the section. The agreed language in these sections addresses the handling of E911 and Relay calls. Although the parties disagree over what the charge for the specific services should be, we will approve the agreed language to ensure that the provision of these services is not adversely affected.

Section 252(e)(2)(B) states that the Commission can only reject an arbitrated agreement if it finds that the agreement does not meet the requirements of Section 251, including the regulations prescribed by the FCC pursuant to section 251, or the standards set forth in subsection (d) of Section 252 of the Act. Upon consideration, we find that the language in Attachment A upon which the parties agree complies with our arbitration decision, the Act and the FCC's implementing rules and orders, and we approve it.

II. ATTACHMENT B

The parties to the proceeding have not agreed to language in the sections identified in Attachment B to the Order, which is incorporated herein by reference. Upon consideration, since we did not arbitrate the matters in Attachment B, we will not establish language for these sections. Accordingly, they shall not be included in the signed agreement to be filed with this Commission.

III. LANGUAGE IN DISPUTE

A. Preface - Sixth Recital; Now, Therefore clause.

GTE and AT&T agree on most of the language in the Preface to the Agreement. GTE has inserted a sixth Recital to recognize that the agreement is not an agreement in the sense that it was voluntarily produced by the parties, but is instead an "arbitrated agreement", and each party specifically reserves its rights to contest the provisions of the Agreement and the Commission's order. GTE's proposed language for the "Now, therefore " clause also states that it is only complying with the Commission's order.

AT&T opposes the insertion of the sixth recital, and it has also proposed different language for the "Now, therefore" clause, stating that it is satisfied that the language on the cover page of the Agreement preserves its right to appeal. The language on the cover page, which has not been disputed by the parties, reads in part:

The filing of this arbitrated Agreement ... in accordance with Order No. PSC-97-0064-FOF-TP ... does not in any way constitute a waiver by either AT&T Communications ... or GTE Florida Inc. of any right which any such party may have to appeal to a competent court of law, or to petition the Commission for reconsideration of, any determination contained in the Order, or any provision included in this Agreement pursuant to the Order.

In this document the Parties attempt to comply with the Order Nothing contained herein shall be construed ... by either party that any such provision of the Order or the language herein complies with the duties imposed by the Telecommunications Act of 1996, the decisions of the FCC and the Commission, or other law, and each Party thus expressly reserves its full right to assert and pursue claims that the Order does not comport with applicable law.

Neither party explained its reason for opposing the language of the other party, and why it believed it did or did not preserve appeal rights. We do not believe that insertion or omission of the language proposed by GTE in its sixth recital would affect the parties' rights on appeal either way. We agree with AT&T that the

parties have preserved their rights with the language on the first page of the agreement. Therefore, upon consideration, we find that the sixth recital proposed by GTE shall not be included in the agreement, and the language proposed by AT&T in the "Now, Therefore" clause shall be inserted into the agreement.

B. General Terms and Conditions

1) Section 2. Term of Agreement

The disputed sentence in this paragraph reads as follows:

This Agreement shall become effective on the later [GTE] **earlier** [AT&T] of the date the same is executed by authorized representatives of all Parties, or the date the same becomes effective under Section 23.8 (the "Effective Date"), and shall remain effective for a period of three (3) years.

GTE argues that AT&T's proposed language assumes that the Agreement may become effective prior to approval by the Commission in accordance with Section 252, which is not necessarily true. GTE argues that its language allows, but does not assume, the possibility of Commission approval prior to the Effective Date. AT&T, on the other hand, is concerned that under GTE's proposed language, GTE could indefinitely delay the Agreement taking effect simply by not executing it. This particular point was not a specific issue in the case, but the filing and effective date of the arbitrated agreement was an issue. Therefore, we will resolve this dispute.

Section 23.8 of the Agreement, entitled Regulatory Agency Control, which was not disputed by the parties, states in part:

If this Agreement is subject to advance approval of a regulatory agency, this Agreement shall not become effective until five (5) Business Days after receipt by the Parties of written notice of such approval.

Upon consideration, we find that the parties shall include the following language in their agreement:

This agreement shall become effective two weeks following the issue date of the final order in this proceeding. This arbitrated agreement will be prepared, signed and executed not later than the effective date ordered by the Commission. Each party shall designate a representative to sign the agreement. The agreement shall remain in effect for a period of three (3) years.

The remaining language in section 2 of the agreement, concerning notice of termination procedures, was not disputed, and we approve it as written.

2) Sections 11.3 and 11.5. Service Parity and Standards

GTE's Proposed language:

Section 11.3 GTE and AT&T agree to implement the quality standards ("Quality Standards") described in Attachment 12 to measure each Party's performance of its respective obligations hereunder. Imposition of the penalties set forth in Attachment 12 shall be the sole remedy for any violation of the Quality Standards. No such violations shall constitute a breach of this Agreement or shall give rise to any claim or cause of action other than the imposition of the penalty specified in Attachment 12.

Section 11.5 If AT&T requests a standard higher than GTE provides to itself, such request shall be made as a Bona Fide Request pursuant to Attachment 12, and GTE shall provide such standard to the extent technically feasible. AT&T shall pay the incremental cost of such higher standard or other measurement of quality.

AT&T's Proposed Language:

Section 11.3 GTE and AT&T agree to implement the quality standards ("Quality Standards") described in Attachment 12 to measure each Party's performance of its respective obligations hereunder.

Section 11.5 If AT&T requests a standard higher than GTE provides to itself, such request shall be made as a Bona Fide Request pursuant to Attachment 12, and GTE shall provide such standard to the extent technically feasible. AT&T shall pay the incremental cost, **prorated in a competitively neutral manner**, of such higher standard or other measurement of quality.

The parties agree on most of the provisions for service standards and quality. In these subsections, they only disagree on two points. With respect to Section 11.3, GTE proposes to add language addressing limitations of penalties arising from violation of the Quality Standards. Since we have already determined in this proceeding that we do not have the authority to arbitrate limitations of liability, this language should not be included in the final agreement that we approve.

With respect to Section 11.5, while we believe that AT&T's proposed language would produce an equitable result, neither the Act nor our arbitration order addressed any specific method of cost recovery in this instance, beyond the requirement that ALECs pay the costs of provision of service standards higher than that which GTE provides to itself. Therefore, we find that the AT&T proposed language shall not be inserted into the paragraph above. We would point out, however, that the language in Attachment 12 describes the Bona Fide Request process, and provides that disputes may be resolved via the Dispute Resolution process. The parties do not disagree about this section. We would hope that agreement on appropriate cost recovery could be secured this way.

Upon consideration, we find that the following language shall be incorporated into the agreement;

Section 11.3 GTE and AT&T agree to implement the quality standards ("Quality Standards") described in Attachment 12 to measure each Party's

performance of its respective obligations hereunder.

Section 11.5 If AT&T requests a standard higher than GTE provides to itself, such request shall be made as a Bona Fide Request pursuant to Attachment 12, and GTE shall provide such standard to the extent technically feasible. AT&T shall pay the incremental cost of such higher standard or other measurement of quality.

3) Section 18.1 Branding

GTE's Proposed Language:

Operator Services and Directory Assistance provided by GTE to AT&T local service customers under this Agreement will be branded exclusively as AT&T services, where technically feasible. GTE will perform the necessary software upgrades to allow for rebranding of its Operator Services and Directory Assistance in AT&T's name on a switch by switch basis, subject to capability and capacity limitations; until those upgrades have been completed, GTE will provide rebranded services through alternate means to the extent technically feasible. Where it is not technically feasible for GTE to provide Operator Services and Directory Assistance as rebranded services, then GTE will provide such services without any branding, if allowed by state laws and regulations. Live operators handling Operator Services and Directory Assistance calls from AT&T local service customers will identify themselves as AT&T operators; where such rebranding is not technically feasible, live operator response will be provided on an unbranded basis. For those offices that AT&T has requested GTE to rebrand and/or unbrand OS and DA, AT&T shall continue exclusively to use GTE rebranded and/or unbranded OS and DA for the duration of this Agreement. During the period between the execution of this Agreement and the implementation of rebranding, where GTE unbrands live operator handled OS and DA calls, AT&T agrees to withdraw its request for rebranding of OS and DA calls

handled by automated systems until these systems are capable of rebranding. To the extent the costs of these services are not covered by the underlying element charge, AT&T agrees to reimburse GTE for the total cost of implementing rebranding of OS and DA on a non-recurring charge basis.

AT&T's Proposed Language:

Operator Services and Directory Assistance provided by GTE to AT&T local service customers under this Agreement will be branded exclusively as AT&T services, where technically feasible. GTE will perform the necessary software upgrades to allow for rebranding of its Operator Services and Directory Assistance in AT&T's name on a switch by switch basis, subject to capability and capacity limitations; until those upgrades have been completed, GTE will provide rebranded services through alternate means to the extent technically feasible. Where it is not technically feasible for GTE to provide Operator Services and Directory Assistance as rebranded services, then GTE will provide such services without any branding, if allowed by state laws and regulations. Live operators handling Operator Services and Directory Assistance calls from AT&T local service customers will identify themselves as AT&T operators; where such rebranding is not technically feasible, live operator response will be provided on an unbranded basis. **AT&T shall pay GTE's costs, if any, pursuant to the pricing standards of Section 252(d) of the Act and in such amounts or levels as determined by the Commission for implementation of such branding.**

This was not an issue in the AT&T/GTE arbitration proceeding. Therefore, the parties may not resolve it here. GTE noted in its comments on this section that it believed that the issue may have been resolved, and that it would notify us if it is resolved. We have received no such notification to date. Therefore, we will not include the disputed language in the agreement. Only the following agreed language will be inserted into the final agreement:

Operator Services and Directory Assistance provided by GTE to AT&T local service customers under this Agreement will be branded exclusively as AT&T services, where technically feasible. GTE will perform the necessary software upgrades to allow for rebranding of its Operator Services and Directory Assistance in AT&T's name on a switch by switch basis, subject to capability and capacity limitations; until those upgrades have been completed, GTE will provide rebranded services through alternate means to the extent technically feasible. Where it is not technically feasible for GTE to provide Operator Services and Directory Assistance as rebranded services, then GTE will provide such services without any branding, if allowed by state laws and regulations. Live operators handling Operator Services and Directory Assistance calls from AT&T local service customers will identify themselves as AT&T operators; where such rebranding is not technically feasible, live operator response will be provided on an unbranded basis.

C. Part I - Local Services Resale

- 1) Section 24 - Telecommunications Services Provided for Resale

AT&T's Proposed Language

Upon request by AT&T in accordance with Attachment 4 and subject to the restrictions contained in Section 25.3 hereunder, GTE shall make available to AT&T at the applicable rate set forth in Attachment 14, any Telecommunications Service that GTE currently offers or may hereafter offer at retail to subscribers that are not telecommunications carriers. Such Telecommunications Services and **SERVICE SUPPORT FUNCTIONS** provided by GTE pursuant to this Section are collectively referred to as "Local Services."

AT&T contends that its language suggests that service support functions are included in Local Services Resale. AT&T states that the FCC Order requires ILECs to provide and provision services at the same quality level that they provide and provision services for themselves or any third party.

GTE's Proposed Language

Upon request by AT&T in accordance with Attachment 4 and subject to the restrictions contained in Section 25.3 hereunder, GTE shall make available to AT&T at the applicable rate set forth in Attachment 14, any Telecommunications Service that GTE currently offers or may hereafter offer at retail to subscribers that are not telecommunications carriers. Such Telecommunications Services provided by GTE pursuant to this Section are collectively referred to as "Local Services."

GTE argues that AT&T's language to extend GTE's resale obligation to "service support functions" lacks any foundation in the Order. GTE states that the Commission ruled that, under the Act, GTE is required to resell any telecommunications service that it provides at retail to subscribers who are not telecommunications carriers.

The language proposed by AT&T includes "service support functions" in the local services resale section. Quality of service provisions were not addressed in the resale issue and should not be included in this portion of the agreement. GTE has stated that its obligation in a resale environment is to provision a service to AT&T's customers in essentially the same manner in which the service is provisioned to GTE's customers. GTE argues that this will involve the use of the same "service support functions" whether the customer is AT&T's or GTE's. We agree with GTE that AT&T's proposed language is superfluous, and we therefore find that GTE's proposed language for this section shall be included in the agreement.

2) Section 25.3. Restrictions on Resale

AT&T's Proposed Language

To the extent consistent with the applicable rules and regulations of the FCC and the Commission, AT&T may resell all GTE's Local Services as defined in GTE's tariffs. The following restrictions shall apply to the resale of Local Services, as described in Section 24 of this Agreement by AT&T: **(i) AT&T shall not resell residential services to business customers; (ii) AT&T shall not resell Lifeline/Linkup services to nonqualifying customers; and (iii) AT&T shall resell grandfathered services only to customers qualified to receive such services from GTE.**

AT&T contends that it has proposed language which incorporates the Commission's ruling that the only restrictions on resale are that residential services, Lifeline/LinkUp services and grandfathered services shall only be resold to customers eligible to receive such services from GTE. AT&T asserts that GTE has proposed an additional restriction of "below cost" services which has no definition, and is also not included in the Commission's very clear direction regarding resale restrictions.

GTE's Proposed Language

To the extent consistent with the applicable rules and regulations of the FCC and the Commission, AT&T may resell all GTE Local Services as defined in GTE's tariffs. The following restrictions shall apply to the resale of Local Services, as described in Section 24 of this Agreement by AT&T. AT&T may not resell any below cost services, residential services, "grandfathered" services, or means-tested services, including Lifeline and LinkUp services, except to the same class of customers to which GTE offers that particular service.

GTE argues that AT&T's language unduly circumscribes the cross-selling resale restriction as contemplated in the FCC's interconnection rules and implementing Order. GTE contends that cross-class restriction on resale of residential service to business customers is necessary and appropriate because residential service is priced below its relevant costs. GTE states that while residential service is now its only below-cost offering, AT&T's narrow language would preclude any possibility of restricting resale of other below cost services if GTE is ordered to offer such services in the future. GTE asserts that this is a distinct possibility because universal service is an evolving concept. Likewise, AT&T's use of the specific terms "lifeline" and "LinkUp" will not permit restrictions on other means-tested services should they be offered in the future.

GTE proposed language that includes an additional resale restriction of "below cost" services is contrary to our Arbitration Order. We find that AT&T's proposed language, with a few clarifications as shown below, accurately states the requirements of the Arbitration Order, and should be included in the agreement.

To the extent consistent with the applicable rules and regulations of the FCC and the Commission, AT&T may resell all GTE Local Services as defined in GTE's tariffs. The following restrictions shall apply to the resale of Local Services, as described in Section 24 of this Agreement by AT&T: (i) AT&T shall not resell residential services to non-residential end users; (ii) AT&T shall not resell Lifeline/Linkup services or any other means-tested service offering, to nonqualifying customers; and (iii) AT&T shall resell grandfathered services only to customers qualified to receive such services from GTE.

3) Section 26.6. Telephone Relay Service

AT&T's Proposed Language

Where GTE provides to speech and hearing impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), GTE shall make such service available to AT&T **AT NO ADDITIONAL CHARGE** for use by AT&T Customers who are speech or hearing-impaired. Information concerning qualifications for Telephone Relay Service will be made available on the Customer Service Record (CSR)

AT&T contends that Telephone Relay Services provided by GTE to its customers should likewise be made available to AT&T customers at no additional charge. AT&T states that the additional costs to GTE of providing this service are funded through the state.

GTE's Proposed Language

Where GTE provides to speech and hearing impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), GTE shall make such service available to AT&T at its retail cost for use by AT&T Customers who are speech or hearing-impaired. Information concerning qualifications for Telephone Relay Service will be made available on the Customer Service Record (CSR).

GTE states that it is not clear whether AT&T is requesting telephone relay service for resale or whether it seeks to have GTE continue to provide this service to AT&T's customers. GTE contends

that the phrase "at no additional charge" fails to convey any idea whatsoever of the price that GTE must charge for the service.

Telephone Relay Service was not an issue in this arbitration proceeding, but we believe that it is important that it remain in the agreement, because it provides an important and necessary service to customers. Therefore, we will retain the provision in the agreement and remove the disputed language regarding pricing. This will ensure that Telephone Relay Service will be provided. The language that shall be included states:

Where GTE provides to speech and hearing impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), GTE shall make such service available to AT&T for use by AT&T Customers who are speech or hearing-impaired. Information concerning qualifications for Telephone Relay Service will be made available on the Customer Service Record (CSR).

4) Section 28.1. Routing to Directory Assistance, Operator or Repair Service

Section 28.4. Repair Calls

AT&T's Proposed Language

Section 28.1

Where AT&T purchases either Local Services or Local Switching as an Unbundled Element, unless AT&T requests otherwise, GTE will where technically feasible, provide the functionality and features required to modify AT&T Customer's line at GTE's local switch (LS) to route all calls to the AT&T Network for local Directory Assistance and the AT&T Platform for Operator **and Repair Services**. AT&T shall pay GTE's costs, if any, pursuant

to the pricing standards of Section 252 (d) of the Act and in such amounts or levels as determined by the Commission for implementation of such routing. Such costs shall only include GTE's costs for providing customized routing that requires capabilities that are beyond those that currently reside in the switch.

Section 28.4

GTE shall route repair calls dialed by AT&T Customers directly to the AT&T repair center.

In the event an AT&T Customer calls GTE with a request for repairs, GTE shall provide the AT&T Customer with AT&T's repair 800-telephone number. AT&T agrees to provide GTE with AT&T's repair 800-telephone numbers. In the event a GTE Customer calls AT&T with a request for repairs, AT&T shall provide the GTE Customer with GTE's repair 800-telephone number. GTE agrees to provide AT&T with GTE's repair 800-telephone number.

AT&T contends that it has proposed that GTE route repair calls to AT&T's repair center upon AT&T's request. AT&T states that as this Commission recognized, the ability to provide this routing may already reside in GTE's switch. AT&T argues that GTE's proposal to avoid direct routing is inconsistent with our decision that direct routing is feasible and should be supplied by GTE.

GTE's Proposed Language

Section 28.1

Where AT&T purchases either Local Services or Local Switching as an Unbundled Element, unless AT&T requests otherwise, GTE will where technically feasible, provide the functionality and features required to modify AT&T Customer's line at GTE's local switch (LS) to route all calls to the AT&T Network for local Directory Assistance and the AT&T Platform for Operator. AT&T shall pay GTE's

costs, if any, pursuant to the pricing standards of Section 252 (d) of the Act and in such amounts or levels as determined by the Commission for implementation of such routing. Such costs shall only include GTE's costs for providing customized routing that requires capabilities that are beyond those that currently reside in the switch.

Section 28.4

In the event an AT&T Customer calls GTE with a request for repairs, GTE shall provide the AT&T Customer with AT&T's repair 800-telephone number. AT&T agrees to provide GTE with AT&T's repair 800-telephone numbers. In the event a GTE Customer calls AT&T with a request for repairs, AT&T shall provide the GTE Customer with GTE's repair 800-telephone number. GTE agrees to provide AT&T with GTE's repair 800-telephone number.

GTE argues that AT&T's proposal for routing of repair calls goes beyond the terms of the order in this arbitration. GTE contends that AT&T requested that repair calls be routed to AT&T using the same dialing arrangements that GTE provides for its customers. GTE states that it does not use 611 for repair calls in Florida.

In our Arbitration Order we found that it is technically feasible for GTE to provide customized routing to AT&T, specifically for operator services, directory assistance, and repair calls. Our Order also states that GTE does not use 611 for repair calls in Florida; instead it uses a 1-800 number for repair services. AT&T has agreed to use the same dialing arrangements that GTE provides for its customers for the customized routing of repair services. Although GTE may not provide customized routing for repair service in Florida, and although AT&T has agreed to use the same arrangement that GTE provides for its customers, we still determined that it is technically feasible to provide customized routing of repair services. Therefore, we find that AT&T's language for Sections 28.1 and 28.4 shall be included in the Agreement.

5) Section 29.1.7. Electronic Interface

AT&T's Proposed Language

GTE shall recover its costs of creating the permanent OSS gateway and any interim interfaces in a competitively neutral manner **as determined by the Commission. GTE shall file with the Commission TSLRIC cost studies for each interface as it is developed together with a proposed cost recovery mechanism sixty (60) days before the implementation of such interface.**

AT&T contends that it has proposed language that implements our Order by providing that costs will be recovered on a competitively neutral basis pursuant to Section 252(d) pricing standards.

GTE's Proposed Language

None provided.

Upon review, we find that the language proposed by AT&T for this section does not adequately reflect the decision we made in our Arbitration Order. Therefore we will include language directly from our Arbitration Order as the language to be incorporated in the agreement, as follows:

All parties shall be responsible for their share of costs to develop and implement electronic interfaces with operational support systems. GTE shall provide TSLRIC cost studies for each interface as it is developed. The cost study shall be filed, along with a proposed recovery mechanism, 60 days before the implementation of the interface.

D. Part II - Unbundled Network Elements

Section 32.4. Unbundled Network Elements

AT&T's Proposed Language

AT&T may use one or more network elements to provide any feature, function, or service option that such network element is capable of providing.

AT&T contends that its proposed language is consistent with our decision in the Arbitration Order that AT&T be permitted to combine network elements and use them in any way AT&T chooses to provide services to its local exchange customers. AT&T asserts that the Order also requires that GTE not place any limits or restrictions on the implementation of such combinations that GTE does not place upon itself or its affiliates, including equipment or extra charges.

GTE's Proposed Language

Except as provided otherwise in this Agreement, AT&T may use one or more network elements to provide any feature, function, or service option that such network element is capable of providing.

GTE argues that this section was not addressed in the arbitration, but it does propose language for the section. GTE contends that AT&T's use of unbundled network elements is governed by the Act and the FCC's Rules, and cannot exceed what is permitted by the Act and the Rules. GTE also argues that while some network elements may be capable as a general matter of providing a particular use, some may not be in specific instances.

GTE contends that this issue was not part of the arbitration, but we disagree with this contention. We addressed a specific issue in this proceeding that dealt with the rebundling of network elements. See Order No. PSC-97-0064-FOF-TP at pp 38-42. Based on the clear direction of section 251 (c) (3) of the Act, and the FCC's Order and rules, we found it appropriate for AT&T to combine unbundled network elements in any manner it chooses, including recreating existing GTE services. Therefore, we find that the

language proposed by AT&T for this section shall be incorporated into the Agreement.

E. Part III - Ancillary Functions

AT&T's Proposed Language

- 1) Section 34 **GTE Provision of Ancillary Functions**
- 34.1 GTE will offer ancillary functions to AT&T on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this agreement.
- 34.2 GTE will permit AT&T to interconnect AT&T's equipment and facilities or equipment and facilities provided by AT&T or by third parties for purposes of interconnection or access to network elements at any point that is technically feasible.
- 34.3 AT&T may use any ancillary function to provide any feature, function, or service option that such ancillary function is capable of providing.

AT&T claims that in the Joint Submission to the Michigan Public Service Commission on December 23, 1996, AT&T and GTE agreed to the provisions GTE now disputes. AT&T contends that the disputed provisions state the general principles of both the applicable law and the Commission's Order that GTE shall offer collocation, interconnection, and access to Rights-of-Way pursuant to just, reasonable and nondiscriminatory terms and conditions.

GTE believes this issue was not arbitrated. GTE has the same objection to this language that it had for the substantially identical language in the Unbundled Network Elements section discussed above. GTE claims that AT&T's proposed language is completely unnecessary and burdensome. GTE claims that AT&T's complaint that GTE will not provide ancillary functions to AT&T equal to what it provides GTE's end-user customer is nonsensical,

because GTE does not provide ancillary functions such as collocation, rights of way, conduits, and pole attachments to its end-user customers.

There does not appear to us to be a reasonable relationship between the language that AT&T has proposed for this section and GTE's claim that the proposal is unnecessary and burdensome. We also are not convinced that GTE's agreement to AT&T's language in Michigan is relevant to this proceeding; but we do find that the language AT&T has proposed is reasonable and consistent with the language we approved for local services resale above. Therefore, we approve AT&T's proposed language for this section.

2) Section 35 Standards for Ancillary Functions

- 35.1 Each ancillary function shall meet or exceed the requirements set forth in applicable technical references, as well as the performance and other requirements, identified herein.
- 35.2 Each ancillary function provided by GTE to AT&T shall be equal in the quality of design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that GTE provides in the GTE network to itself, its own customers, its affiliates or any other entity.
- 35.3 GTE shall provide to AT&T, upon reasonable request, such engineering, design, performance and other network data sufficient for AT&T to determine that the requirements of Part III and Attachment 3 of this Agreement are being met. In the event that such data indicates that the requirements of PART III and Attachment 3 of this Agreement of this Agreement (sic) are not being met, GTE shall, within 30 days, cure any

design performance or other deficiency and provide new data sufficient for AT&T to determine that such deficiencies have been cured.

35.4 **Unless otherwise designated by AT&T, each ancillary function provided by GTE to AT&T shall be made available to AT&T on a priority basis that is at least equal to the priorities that GTE provides to itself, its customers, its affiliates or any other entity.**

AT&T states that GTE has not agreed to provide performance data that would permit AT&T or the Commission to determine if GTE is providing the required parity of service. AT&T claims that GTE, despite its previous agreement to the provisions of Sections 35.1-2, and 35.4, now disagrees with the provisions that acknowledge GTE's obligation to provide such functions upon terms and conditions that are just, reasonable, and nondiscriminatory.

GTE has the same objection to this language that it did for the substantially identical language in the Unbundled Network Elements section discussed above. GTE claims that the language is unnecessary and burdensome.

Apparently GTE interprets AT&T's use of the phrase "its customers" in Sections 35.2 and 35.4 to refer only to end user customers. AT&T's language includes GTE itself, GTE's affiliates, and any other entities. We believe that AT&T's language refers to telecommunications providers, and not end users. We approve AT&T's proposed language.

F. Services Description: Unbundled Network Elements

1) Section 4.2.1.3 - Unbundled Network Elements

AT&T's Proposed Language:

GTE shall route local directory assistance, **repair** and operator services calls on a per line or per screening class basis to (1) GTE platforms providing Network elements or additional requirements, (2) AT&T designated

platforms, or (3) third-party platforms. AT&T shall be responsible for the cost of providing customized routing to the extent ordered by the Florida Public Service Commission. In no event, however, shall AT&T be responsible for the costs associated with providing customized routing within the capabilities that reside, as of the effective date, in the switch.

AT&T asserts that when AT&T leases a GTE switch, GTE should provide routing of AT&T customer calls to AT&T's designated platform, including repair services, voice mail services and messaging services. AT&T also asserts that GTE should provide the interfaces required for voice-mail services. AT&T claims that GTE's narrow interpretation of customized routing, to include only operator services and directory assistance, is not supported by the Act or FCC's rules and order. AT&T contends that GTE has agreed to provide the routing and voice mail interfaces to MCI in the Texas Agreement.

GTE's Proposed Language:

GTE shall route local directory assistance, and operator services calls on a per line or per screening class basis to (1) GTE platforms providing Network elements or additional requirements, (2) AT&T designated platforms, or (3) third-party platforms. AT&T shall be responsible for the cost of providing customized routing to the extent ordered by the Florida Public Service Commission. In no event, however, shall AT&T be responsible for the costs associated with providing customized routing within the capabilities that reside, as of the effective date, in the switch.

GTE asserts that AT&T's proposal for routing of repair calls goes beyond the terms of our arbitration order. GTE states that AT&T requested that repair calls be routed to it using the same dialing arrangements that GTE provides for its customers. GTE states that it does not use 611 for repair calls in Florida. It uses a 1-800 number. GTE believes that AT&T's language should be deleted because it does not comport with the Commission's order or with the way GTE receives repair calls.

In our Arbitration Order we found that it is technically feasible for GTE to provide customized routing to AT&T, specifically for operator services, directory assistance, and repair calls. Our order does recognize that GTE uses a 1-800 number for repair calls in Florida, and AT&T has agreed to use the same dialing arrangements that GTE provides for its customers for the customized routing of repair services. Nevertheless, we found that it is technically feasible to provide customized routing of repair services, and therefore we approve AT&T's proposed language.

- 2) Sections 4.2.1.4 - Unbundled Network Elements
4.2.1.6
4.2.1.9

AT&T's Proposed Language:

Section 4.2.1.4

GTE shall provide recorded announcements as designated by AT&T and call progress tones to alert callers of call progress and disposition.

Section 4.2.1.6

GTE shall perform routine testing (e.g. Mechanized Loop tests (MLT) and test calls such as 105, 107, and 108 type calls) and fault isolation on a reasonable schedule designated by AT&T.

Section 4.2.1.9

GTE shall perform manual call trace as designated by AT&T and permit customer originated call trace.

AT&T asserts that it is willing to pay for services, interconnection and network elements as determined by GTE's costs pursuant to Section 252(d) of the Act and our Arbitration Order. AT&T contends that prices should be cost-based and competitively neutral. AT&T asserts that throughout the agreement, GTE insists that AT&T agree to pay for costs up front, before the real costs are known, and that AT&T should bear the cost for changes that

benefit others, including GTE. AT&T believes that GTE's additional pricing proposals are contrary to the Commission's order regarding pricing and cost recovery procedures.

GTE's Proposed Language:

Section 4.2.1.4

GTE shall provide standard recorded announcements as designated by AT&T and call progress tones to alert callers of progress and disposition. AT&T shall pay all costs associated thereof to the extent not otherwise included in the underlying element costs.

Section 4.2.1.6

GTE shall perform routine testing (e.g. Mechanized Loop tests (MLT) and test calls such as 105, 107, and 108 type calls) and fault isolation on a reasonable schedule designated by AT&T. AT&T shall pay all costs associated thereof to the extent not otherwise included in the underlying element costs.

Section 4.2.1.9

GTE shall perform manual call trace as designated by AT&T and permit customer originated call trace. AT&T shall pay all costs associated thereof to the extent not otherwise included in the underlying element costs.

GTE asserts that its proposed cost recovery language is necessary, because, pursuant to the Act and the Order, GTE should be allowed to fully recover its costs for any function performed by GTE for AT&T.

The FCC's interconnection rules and our Arbitration Order require the unbundling of local switching. The local switching element includes all vertical features that the switch is capable of providing, including custom calling, custom local area signalling service features, and Centrex, as well as any technically feasible customized functions. We believe that GTE

fully recovers its costs for the various functions performed by GTE for AT&T through its local switching rate element. Also, our Arbitration Order requires GTE to provide a TSLRIC cost study identifying the costs for providing customized routing that are beyond those capabilities that currently reside in the switch.

Moreover, if the LEC is requested to provide access or unbundled elements of higher quality than that which it provides to itself, there is nothing to excuse the LEC from providing the higher quality of service, where technically feasible. The FCC's interconnection order also states that the LEC should be fully compensated for any efforts it makes to increase the quality of service in its network. Therefore, if AT&T requests a feature or function from GTE that requires additional compensation, above the rates set by this Commission, the parties have the ability to negotiate this among themselves or bring this matter back to us in another arbitration proceeding. For these reasons we approve AT&T's proposed language.

3) Section 4.2.1.28 - Unbundled Network Elements

AT&T's Proposed Language

GTE shall assign each AT&T customer line the class of services designated by AT&T (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from AT&T customer to AT&T operators at AT&T's option. For example, GTE may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an AT&T operator services position system (OSPs). Calls from local switching must pass the ANI-II digits unchanged. AT&T shall pay GTE's costs, if any, pursuant to the pricing standards of Section 252(d) of the Act and in such amounts or levels as determined by the Commission for implementation of such routing. Such costs shall only include GTE's costs for providing customized routing that requires capabilities that are beyond those that currently reside in the switch.

AT&T asserts that GTE is required to provide customized routing for operator services. AT&T also contends that while the parties have agreed upon language for customized routing to directory assistance, GTE disputes essentially the same language proposed by AT&T for operator service. In addition, AT&T asserts that GTE's proposed language places the entire costs of implementing such routing upon AT&T, which is contrary to the Commission's Order.

GTE's Proposed Language:

Where technically feasible, GTE shall route local Operator Services calls (0-, 0+) dialed by AT&T customers directly to the AT&T local Operator services platform, unless AT&T requests otherwise pursuant to Section 28.6.1. Such traffic shall be routed over trunk groups specified by AT&T which connect GTE end offices and the AT&T local operator services platform, using standard operator services dialing protocols of 0+ or 0-. Where intraLATA presubscription is not available, GTE will provide the functionality and features within its local switch (LS), to route AT&T Customer dialed 0- and 0+ intraLATA calls to the AT&T designated line or trunk on the main distributing from (MDF) or digital cross connect (DSX) panel via modified operator services (MOS) feature group C signaling. Where intraLATA presubscription is available, AT&T customer dialed 0- or 0+ intraLATA calls will be routed to the intraLATA PIC carrier's designated operator services platform. In all cases, GTE will provide post-dial delay at least equal to that provided by GTE for its end user customers. AT&T shall pay GTE's costs, if any, pursuant to the pricing standards of Section 252(d) of the Act and in such amounts or levels as determined by the Commission for implementation of such routing. Such costs shall only include GTE's costs for providing customized routing that requires capabilities that are beyond those that currently reside in the switch.

GTE contends that our arbitration decision only requires customized routing for local operator services. GTE also asserts that its proposed language is more precise than AT&T's, and it specifies the routing requirements for situations where intraLATA presubscription may or may not be available at a particular central office.

In our Arbitration Order we found that it is technically feasible for GTE to provide customized routing of operator services, directory assistance, and repair calls to AT&T. We do not agree that the Order requires customized routing for local operator services only. Since 0+ calls can be local or toll, we did not make any distinction between local or toll regarding the provision of customized routing of operator services. We do not object to the specificity in GTE's language regarding the handling of 0+ and 0- calls with and without the implementation of intraLATA presubscription, but we do not believe that this issue was arbitrated to that level of specificity. Therefore, upon consideration, we approve AT&T's proposed language.

4) Section 4.2.2.1 - Interface Requirements

AT&T's Proposed Language: GTE shall provide the following interfaces to loops:

GTE's Proposed Language: GTE shall provide the following interfaces (i.e. ports) to loops:

While it appears there is disputed language in this section, neither party addressed it as a dispute or provided a rationale for its proposed language. We approve the language proposed by GTE for inclusion in the arbitrated agreement, because it is more specific.

5) Section 5.1.1 - Operator Service

AT&T's Proposed Language:

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer has dialed the called number; and (3) special services including busy line verification and

emergency line interrupt (ELI), emergency agency call, operator-assisted directory assistance, and rate quotes.

AT&T did not provide any rationale for its proposed language for this section.

GTE's Proposed language:

Operator Service provides where technically feasible: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer has dialed the called number; and (3) special services including busy line verification and emergency line interrupt (ELI), emergency agency call, operator-assisted directory assistance, and rate quotes.

GTE asserts that the technical limitation stated by GTE is consistent with the requirements of the Act and the Commission's Order.

In our Arbitration Order we found that it is technically feasible for GTE to provide customized routing of operator services to AT&T. Therefore, we approve AT&T's proposed language.

- 6) Sections 5.1.2 - Unbundled Network Elements
 - 5.1.2.15
 - 6.1.1
 - 6.2.2

AT&T's Proposed Language:

Section 5.1.2

Operator Services provided by GTE to AT&T local service customers under this Agreement will be customized exclusively for AT&T, where technically feasible, at rates specified in Attachment 14. GTE will perform necessary software upgrades to allow for customized Operator services on a switch-by-switch basis,

subject to capability and capacity limitations. To the extent the costs of these services are not covered by the underlying element charge, AT&T agrees to reimburse GTE for the total cost of implementing customized operator services in accordance with this agreement.

Section 5.1.2.15

AT&T's proposed language identical to Section 5.1.2 above.

Section 6.1.1

Directory Assistance provided by GTE to AT&T local service customers under this Agreement will be customized exclusively for AT&T, where technically feasible, at rates specified in Attachment 14. GTE will perform necessary software upgrades to allow for customized Directory Assistance on a switch-by-switch basis, subject to capability and capacity limitations. To the extent the costs of these services are not covered by the underlying element charge, AT&T agrees to reimburse GTE for the total cost of implementing customized operator services in accordance with this agreement.

Section 6.2.2

AT&T's proposed language identical to Section 6.1.1 above.

AT&T asserts that GTE's proposed language places unacceptable restrictions on AT&T's right to obtain AT&T branded or unbranded operator and Directory assistance services from GTE. AT&T contends that GTE's restriction that AT&T use GTE's services exclusively for the entire term of the agreement is anti-competitive and would prevent AT&T from providing its own services or from contracting with a third party at a later date.

GTE's Proposed Language:

Section 5.1.2

Operator Services provided by GTE to AT&T local service customers under this Agreement will be customized exclusively for AT&T, where technically feasible, at rates specified in Attachment 14. GTE will perform necessary software upgrades to allow for customized Operator services on a switch-by-switch basis, subject to capability and capacity limitations. For those offices that AT&T has requested GTE to provide customized operator services, AT&T shall continue exclusively to use GTE customized operator services for the duration of this agreement. To the extent the costs of these services are not covered by the underlying element charge, AT&T agrees to reimburse GTE for the total cost of implementing customized operator services in accordance with this agreement.

Section 5.1.2.15

GTE's proposed language identical to Section 5.1.2 above.

Section 6.1.1

Directory Assistance provided by GTE to AT&T local service customers under this Agreement will be customized exclusively for AT&T, where technically feasible, at rates specified in Attachment 14. GTE will perform necessary software upgrades to allow for customized Directory Assistance on a switch-by-switch basis, subject to capability and capacity limitations. For those offices that AT&T has requested GTE to provide customized directory assistance, AT&T shall continue exclusively to use GTE customized operator services for the duration of this agreement. To the extent the costs of these services are not covered by the underlying element charge, AT&T agrees to

reimburse GTE for the total cost of implementing customized operator services in accordance with this agreement.

Section 6.2.2

GTE's proposed language identical to Section 5.1.2 above.

GTE asserts that the provision of customized operator services modifications requested by AT&T will require substantial time, effort, and expense on its part. GTE believes that there is no incentive in the agreement to prohibit AT&T from requiring GTE to reconfigure its network, only for AT&T to abandon the GTE service a short time later. Therefore, GTE proposes language that it believes will fairly compensate GTE for its expenses incurred in reconfiguring its network. GTE's language also obliges AT&T to carefully consider its branding requests, in that it requires AT&T to use GTE Operator Services and Directory Assistance Services (OS/DA) that it has reserved for the duration of the agreement.

GTE asserts that AT&T should be required to exclusively use its customized OS/DA for the duration of this agreement. We find this restriction to be beyond the scope of this arbitration and we decline to include it in this agreement. Therefore, we approve AT&T's proposed language.

- 7) Section 11.7.2
- 13.5.1
- 13.5.2.3
- 13.5.3.2.1
- 12.5.3.2.2

AT&T's Proposed language: The disputed portion of these sections are diagrams.

The sections listed above do not pertain to any specific proposed language submitted by AT&T. AT&T does propose the use of figures and drawings in these sections.

GTE's Proposed Language: The disputed portion of these sections are diagrams.

GTE asserts that it opposes the use of AT&T's figures. GTE contends that although AT&T's position is that the figures are

merely illustrative, GTE is concerned that the figures may introduce ambiguity into the agreement. GTE asserts that it is the language of the agreement that sets forth the parties' respective obligations. GTE contends that if the figures are used, it should be with the caveat that they may only be used for illustrative purposes and not in any interpretation of the agreement for, by example, an arbitrator in accordance with Attachment 1.

GTE asserts that the use of diagrams was not part of the arbitration. We disagree. The provision of various network elements, including SS7, AIN, and local switching were part of the arbitration procedure. While the use of diagrams and figures were not specifically discussed, we considered them in conjunction with the various network elements. The use of pictorials aids in the understanding of how complex network elements are provisioned. We also note that GTE did not object to the use of illustrations in the MCI agreement. Therefore, we approve the use of the figures and diagrams in the agreement, with the caveat that they may be used for illustrative purposes only.

8) Section 13.5.1 Unbundled Network Elements

AT&T's Proposed Language:

Figure 3 depicts Signaling System 7 (SS7) Network interconnection. SS7 Network interconnection is the interconnection of AT&T local signaling transfer point switches (STPs) and AT&T local or tandem switching systems with GTE STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among GTE switching systems and databases (DBs), AT&T local or tandem switching systems, and other third-party switching systems directly connected to the GTE ss7 network.

AT&T asserts that it has proposed a definition of SS7 interconnection that provides a uniform understanding upon which to implement the agreement. AT&T contends that GTE's definition would restrict AT&T to an intraLATA connection, with the result that AT&T would need to deploy a switch in each LATA in which a GTE STP is located in order to connect to the GTE databases. AT&T asserts that this is an onerous requirement not supported by technical feasibility concerns.

GTE's Proposed Language:

SS7 Network interconnection is the interconnection of GTE signal transfer points (STPs) with AT&T STPs or AT&T local or tandem switching systems, for the purpose of providing local exchange or exchange access services. This connectivity enables the exchange of SS7 messages between AT&T local or tandem switching systems and GTE's local or tandem switching systems, and between AT&T local or tandem switching systems and other third-party local or tandem switching systems with signaling connectivity to the same STPs. This connectivity also enables the exchange of messages between AT&T local or tandem switching systems and GTE call-related databases.

GTE asserts that AT&T's language defines SS7 interconnection broader than our arbitration order intended. GTE contends that it will provide connectivity to components of its SS7 network on an intraLATA basis via interconnection with a GTE STP pair serving the desired LATA, with the exception of access to GTE's 800/888 (toll-free calling) database. GTE's 800/888 (toll-free calling) database can be accessed via interconnection to a GTE STP pair.

We believe that GTE's language limiting AT&T to an intraLATA interconnection is beyond the scope of our Arbitration Order and should not be included in this agreement. Therefore, we approve AT&T's proposed language.

G. Attachment 3 - Service Description: Ancillary Functions

- 1) Section 2.2.1.1 - Collocation

AT&T's Proposed Language

GTE will not restrict AT&T's access to existing space for collocation on the basis of GTE plans for future use of that space, **except on terms and conditions for reserving** future space that are made available to all collocating carriers who wish to hold space for future use and that do not favor GTE over such other carriers. AT&T will pay for any space reserved for future use in accordance with such non-discriminatory terms for

reserving collocation space and in accordance with the pricing terms of Attachment 14 and future order of the Commission.

AT&T claims that its proposed language implements our arbitration decision that GTE may not reserve space for itself upon terms more favorable than the terms it makes available to other carriers.

GTE's Proposed Language

GTE may restrict AT&T's access to existing space for collocation on the basis of GTE's plans for future use of that space; provided that if GTE reserves space for a type of equipment that is permitted to be collocated under Section 2.2.4 then GTE must permit AT&T or other collocating carriers to reserve space for the same type of equipment on terms and conditions that are made available to all collocating carriers who wish to hold space for such equipment for future use and that do not favor GTE over such other carriers. AT&T will pay for any space reserved for future use in accordance with such non-discriminatory terms for reserving collocation space and in accordance with the pricing terms of Attachment 14 and future order of the Commission.

GTE claims that its proposed language reflects the duty to provide collocation for interconnection equipment on a nondiscriminatory basis. According to GTE its language prohibits GTE from reserving space for the type of equipment that AT&T may collocate for interconnection functions without allowing AT&T and other ALECs to reserve space for the collocation of the same type of equipment. GTE asserts that AT&T's proposed language goes beyond the scope of GTE's obligation, because it would allow AT&T to reserve space for equipment that is not used for interconnection purposes.

Upon review, we believe that AT&T's proposed language better reflects our arbitration decision, and we therefore approve it.

2) Section 2.2.4 - Collocated Equipment

AT&T's Proposed Language

AT&T may collocate **any** type of equipment **it chooses** in its collocated space that is for interconnection functions (which include interconnection with GTE's network **and other collocated carriers** or access to GTE's unbundled network elements), including but not limited to transmission equipment and multiplexing equipment provided however, AT&T may not collocate enhanced service equipment or switching equipment. **GTE will not place any restrictions on AT&T's use of its collocated space, other than limitations based on space availability and reasonable security requirements, applied in a nondiscriminatory manner.**

AT&T states that although it disagrees with our arbitration decision regarding the collocation of enhanced service equipment or switching equipment, it has proposed language that incorporates that decision.

GTE's Proposed Language

AT&T may collocate the amount and type of equipment in its collocated space that is necessary for interconnection functions (which include interconnection with GTE's network or access to GTE's unbundled network elements), including but not limited to transmission equipment and multiplexing equipment; provided however that AT&T may not collocate enhanced services equipment or equipment that can perform switching functions, including without limitation remote switching modules.

GTE objects to AT&T's language because it does not include a specific prohibition of the collocation of remote switching modules.

Upon review, we find that neither party's proposed language adequately reflects our arbitration decision on collocation. GTE's proposed language is more consistent with our Arbitration Order regarding equipment that may be collocated, but GTE's language does not address AT&T's ability to interconnect with other collocated carriers. In our arbitration order we determined that AT&T should be permitted to collocate only equipment "necessary for interconnection and access to unbundled network elements." We agree that our Order prohibits collocation of equipment that performs switching functions, including remote switching modules, but we also believe that our Order contemplates the ability to interconnect with other collocated carriers. Therefore, we will approve the following modified language:

AT&T may collocate any type of equipment that is for interconnection functions (which include interconnection with GTE's network and other collocated carriers or access to GTE unbundled network elements), including but not limited to transmission and multiplexing equipment; provided however, AT&T may not collocate enhanced service equipment or switching equipment, including remote switching modules.

3) Section 3 - Definitions

None of the ten definitions in Attachment 3 were arbitrated, but five of them are in dispute in the agreement that the parties submitted. The primary dispute is Section 3.1.4, the definition of the terms facility and facilities, which gives rise to four corollary disputes that contain the word "facility" or "facilities." (Sections 3.1.1, 3.1.6, 3.1.7 and 3.1.8) In addition to the definition sections, thirteen other sections are in dispute solely because they contain the word "facility" and/or "structures."

We did not address the definitions in our arbitration proceeding, but we believe that we must address them here, because they are necessary to the viability of the agreement. Therefore, we will choose language for the definition of the terms "facility" and "structures" to resolve the nineteen disputed sections.

- a) Section 3.1.4 - Definition of facility and facilities

AT&T'S Proposed Language

The terms "facility" and "facilities" refer to any property, equipment, or items owned or controlled by any person or entity. The terms "facility" and "facilities" include, but are not limited to, poles, anchors, pole hardware, wires, cables, strands, apparatus enclosures, or any other items attached to a pole or attached to hardware affixed to or associated with a pole; conduit and conduit systems and wires, cables, optical conductors, associated hardware, or other equipment located within a conduit system. The terms "facility" and "facilities" may also refer to property, equipment, and items which do not occupy a conduit system or which are not attached to a pole or attached to hardware affixed to or associated with a pole.

AT&T proposes a broader definition of the term "facility" than GTE. AT&T's definition includes much more than rights-of-way, conduits, ducts and poles. AT&T's definition would also include entrance facilities, cable vaults, telephone closets, equipment rooms, risers, and other similar passageways, and would allow AT&T to "piggyback" along the distribution networks owned or controlled by GTE. AT&T asserts that its definition is consistent with the FCC's order, in which the FCC stated that "The intent of Congress in Section 224(f) was to permit cable operators and telecommunications carriers to "piggyback" along distribution networks owned or controlled by utilities. . . ." (cite)

GTE's Proposed Language

For the purpose of this Section 3 the terms "facility" and "facilities" include anchors, pole hardware, wires, cables, strands, apparatus enclosures, equipment boxes, optical conductors and associated hardware located on or in a Structure.

GTE claims that AT&T's proposed definition of "facility" and its inconsistent use of the term throughout Section 3 of Attachment 3, of the agreement makes the term ambiguous and confusing and broad enough to include virtually any item.

In connection with GTE's more restrictive definition of facilities, it has proposed a restrictive definition of "structure" as well. We note that AT&T and GTE have agreed upon other terms of the agreement that recognize our intent that access to ancillary pathways be decided on a case by case basis, and we believe that adoption of GTE's definition of "facilities" and "structure" would be contrary to our direction that access to ancillary pathways should be available. We also agree with GTE's that the broad definition proposed by AT&T in its first sentence is not limited to property used for telecommunications services.

Therefore, we find, for the purposes of Attachment 3, the terms "facility" and "facilities" shall refer to any property or equipment utilized in the provision of telecommunications services. This definition is broad enough to encompass the list of items proposed by GTE, and narrow enough to only include telecommunication items.

b) Section 3.1.4.1 - Definition of Structures

AT&T's Proposed Language

AT&T did not propose any language for this section, since its definition of facilities includes these items. AT&T proposed to use the term "facilities" in every section where GTE proposed the term "structures."

GTE's Proposed Language

For the purposes of this Section 3, the terms "structure" and "structures" refer to poles, ducts, conduits and ROW.

GTE states that use of the term "structures" as GTE has defined it will avoid confusion in some of the contract sections. One example is Section 3.2.2 which is limited to poles, ducts, conduit and ROW, including ancillary pathways. If the term "facilities" replaces the term "structures" in this section as proposed by AT&T, the scope would be extended to include wires, cables, etc., which are not an issue in the section.

We agree that use of the term "structures" will clarify certain sections of the agreement. Therefore, we approve GTE's proposed definition with the modification that "Attachment 3" shall be substituted for "Section 3."

With our approval of language for the definitions in Sections 3.1.24 and 3.1.4.1 above, the parties will be able to modify the seventeen other contact sections that are in dispute because they contain the terms "facility", "facilities", "structure" or "structures", so that agreement can be reached. These sections are: 3.1.1, 3.1.5, 3.1.7, 3.1.8, 3.2.2, 3.2.5, 3.4.1, 3.5.1, 3.6.7, 3.9.1, 3.9.2, 3.10.1, 3.10.2, 3.11.2, 3.12.1, 3.12.2 and 3.17.1. We approve these sections for inclusion in the agreement, on the condition that the parties modify them to reflect our approved language.

- 4) Section 3.13.1 - Notice of Modification of Poles by GTE

AT&T's Proposed Language

If GTE plans to modify or alter any GTE **facilities** upon which AT&T has Attachments, GTE shall provide AT&T notice of the proposed modification or rearrangement at least **sixty (60)** days prior to the time the proposed modification or alteration is scheduled to take place. AT&T shall be allowed to participate with GTE in such modification or rearrangement. **To the extent that AT&T agrees to participate in the modification or rearrangement, AT&T shall pay to GTE AT&T's proportionate share of the costs incurred and shall make all rearrangements of its facilities within such period of time as ins jointly determined to be reasonable by the Parties based on the amount or rearrangements necessary and a desire to minimize chances for service interruption or facilities-based service denial to an AT&T customer. To the extent that AT&T declines to participate in the modification or rearrangement, AT&T shall not be required by GTE to rearrange its attachment and shall not be required to pay any portion of the costs of modification or**

alternation. Should GTE require AT&T to rearrange its attachment to accommodate the modification or alternation and AT&T agrees to do so, GTE shall reimburse AT&T for AT&T's costs of such rearrangement.

AT&T states that its proposed language clarifies the meaning of the phrase, "benefits from". AT&T contends that the phrase as GTE uses it could have many different interpretations. AT&T states that its language tracks the following section of the FCC's Order:

We recognize that limiting cost burdens to entities that initiate a modification, or piggyback on another's modification, may confer incidental benefits on other parties with preexisting attachments on the newly modified facility. Nevertheless, if a modification would not have occurred absent the action of the initiating party, the cost should not be borne by those that did not take advantage of the opportunity by modifying their own facilities. Indeed, the Conference report accompanying the passage of the Federal Telecommunications Act of 1996 imposes cost sharing obligations on an entity 'that takes advantage of such opportunity to modify its own attachments.' This suggests that an attaching party, incidentally benefiting from a modification, but not initiating or affirmatively participating in one, should not be responsible for the resulting cost. FCC Order ---- , p. 1213.

GTE's Proposed Language

GTE proposes two changes to the AT&T language above; 1) substitute the word "structures" for "facilities" in the first sentence; and 2) reduce the notice period from sixty (60) days to thirty (30) days.

GTE states that its proposal for 30 days' notice is more than adequate for AT&T to decide whether it wants to participate in a modification. A 60 day notice period, as AT&T proposes, would unreasonably complicate GTE's ability to plan for future modifications.

The joint agreement entitles Section 3.13, "Notice of Modification or Alteration of Poles by GTE." With this title there is no reason for the dispute on whether to use the word "facilities" or "structures." When the subject matter is clearly poles, there is no reason to use a more general term. We do agree with GTE's proposal that 30 days is sufficient notice of pole modifications. Therefore, we approve AT&T's proposed language for this section with two modifications; 1) substitute the word "poles" for the word "facilities" in the first sentence; and (2) change the 60 days' notice to 30 days' notice.

H. Attachment 7 - Provision of Customer Usage Data

Appendix II - LOCAL ACCOUNT MAINTENANCE

Section 1. GENERAL

1.1 REQUIREMENT #1 - LSP CHANGE NOTIFICATION

AT&T's Proposed Language:

GTE shall issue and provide to AT&T at the end of each business day a service activation report **in an electronic format** reflecting change activity occurring on the previous day.

GTE's Proposed Language:

GTE shall issue and provide to AT&T at the end of each business day a service activation report reflecting change activity occurring on the previous day.

Neither party provided a rationale for inclusion or exclusion of the language "in an electronic format" proposed by AT&T. Neither party listed Attachment 7 as containing disputed language. The dispute does not appear to be over whether GTE should provide AT&T with the service activation report, or the time frame for its

delivery. Instead, the dispute appears to be over whether the report should be transmitted electronically.

In our arbitration proceeding we required GTE to provide electronic interfaces for a variety of services, including pre-service ordering and service ordering. We specifically addressed the time-frame for developing the interfaces. We required GTE to develop interfaces by January 1, 1997, or file a report with the Commission by December 31, 1996, explaining why it was unable to develop an interface. The report was to include a projected date for implementation of the system. GTE did not file a report. Upon consideration, we approve AT&T's proposed language.

I. Attachment 11 - Definitions

For the most part, the parties did not discuss definitions in the agreement. Where the parties have agreed on a definition in Attachment 11 we will approve it. In several instances terms are not defined, but cross references to other parts of the agreement are cited. Where neither party disputed the citations, we will approve them. In several instances, however, the terms do appear to be in dispute. In those instances GTE cited other parts of the agreement as containing appropriate definitions. AT&T disagreed that the cited parts of the agreement did in fact define the term.

We have reviewed those portions of the agreement, and we agree with AT&T that the language cannot be construed as a definition of the term. We will not include definitions of those terms in the agreement, because they were not addressed in our arbitration proceeding. We do believe, however, that it is important to define those terms, and we encourage the parties to reach an agreement themselves.

Therefore we will not resolve the disputes over definitions. Accordingly, we find that the following terms should be eliminated from the final arbitrated agreement:

- Interconnection
- LSR
- Real Time
- Served Premises
- Service Order
- Work Locations

J. Attachment 14 - Pricing

Attachment 14 consists of five sections and eight Appendices. Three of the appendices have attachments referred to as Annexes. All disputed language falls within the Appendices and the associated Annexes. We approve the agreed language on the pages listed below. The disputed language is shown with each party's preferred language. AT&T's proposed language is in bold and GTE's proposed language is underlined.

1) Appendix 1 - Local Service Retail

The disputed language on page 4 is as follows.

Section 1.2

A "Retail Offering" is an individual **contract** or tariff retail rate element, or package of retail rate elements, which GTE offers to its retail customers, including, but not limited, to Grandfathered Services.

AT&T states that the parties are in disagreement with regard to the types of services to which the wholesale rates apply. AT&T believes that all telecommunications services offered at retail, except as restricted by the Commission's Order, are available. AT&T claims that GTE seeks language that would limit such services to tariffed services. AT&T proposes that Appendix 1 include language that makes it clear that contract services are also subject to the wholesale discounts.

GTE objects to the word "contract" because the universe of the retail offerings that is subject to this Agreement includes far more than the limited number that may be offered on an individual contract basis. For this reason, GTE considers the reference to "contract" retail elements as grossly under-inclusive or, at best, redundant. The reference to "tariff" retail rate elements should suffice, GTE claims, since GTE's tariff will affect all the retail services that are available for resale.

We specifically addressed services offered for resale in our arbitration proceeding. In our Order at p. 48, we stated:

Upon consideration, we find that the FCC's Order and rules require that promotional or

discounted offerings, including contract and other customer-specific offerings, shall not be excluded from resale.

Our Order clearly states that contract offerings shall be included as retail offerings. Therefore we find that the language in section 1.2 shall state:

A "Retail Offering" is an individual contract or retail service rate element, or package of rate elements, which GTE offers to its retail customers, including, but not limited, to Grandfathered Services.

2) Appendix 1 - Annex 1 - Schedule of Wholesale Discounts

This schedule lists various services and associated discounts. The language for one line item is in dispute and concerns the use of the word "tariffed" as it relates to retail services. The disputed language is as follows:

All Other Tariffed retail Telecommunications Services not excluded from resale by order of the Commission.

AT&T believes that all telecommunications services offered at retail, except as restricted by the Commission's order, are available for resale. GTE seeks language that would limit such services to tariffed services.

GTE's proposed language attempts to limit all other retail services to those provided under tariff. The Act requires local exchange companies to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers. Therefore, we do not believe that any language that could limit which service offerings are available for resale, should be included in the agreement. We find that the word "tariffed" shall not be included in this Annex in the agreement.

3) Appendix 1 - Annex 2 - Summary of Wholesale Charges

The disputed language in this Annex is as follows:

This Annex refers to **contract or tariffed charges only**

As described in subsections 1) and 2) above, AT&T believes that all telecommunications services offered at retail, except as restricted by the Commission's Order, are available. GTE seeks language that would limit such services to tariffed services. AT&T in response has proposed that Appendix 1 include language that makes it clear that contract services are also subject to the wholesale discounts. GTE objects to the word "contract" because the universe of the retail offerings that is subject to this agreement includes far more than the limited number that may be offered on an individual contract basis.

For the same reasons explained in subsections 1) and 2) above, we find that the word "tariffed" shall be removed from this Annex. The language to be included shall read:

This Annex refers to contract or retail service charges

- 4) Appendix 2 - Prices for Unbundled Network Elements
Appendix 6 - Prices for Trunking Interconnection

The disputed language for Appendix 2 is as follows:

Nonrecurring charges for Dedicated Transport, Database and Signaling Systems, and Channelization System to be provided following review of GTE cost data.

The disputed language for Appendix 6 is as follows:

Nonrecurring charges to be provided following review of GTE cost data.

The disputed language in both of these appendices concerns nonrecurring charges.

AT&T states that GTE has proposed language that may be correct, but AT&T is unable to find support in our Order for the proposed additional charges. AT&T states that it is continuing to review the proposed changes and will inform us if the matter is resolved.

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GTE claims that the additional language it proposes is necessary to reflect that our Order does not prescribe nonrecurring rates for dedicated transport, database and signaling systems, and channelization systems. This language further reflects that cost studies associated with these elements will be provided to the Commission in accordance with the Order.

The dispute here is that GTE believes that we will review GTE cost data and determine nonrecurring charges (NRCs) for Dedicated Transport, Database and Signaling systems, and Channelization system. AT&T asserts that nowhere in the Order do we state that we will set NRCs for these elements. AT&T is correct that our Order does not address this issue, but our vote required GTE to submit TSLRIC cost studies for NRCs where it had not already done so. That portion of our decision was inadvertently omitted from Order No. PSC-97-0064-FOF-TP. Order No. PSC-97-0064A-FOF-TP, issued May 21, 1997, corrects this error. Therefore, we find that the disputed language in Appendix 2 and Appendix 6 shall remain in the agreement.

5) Appendix 3 - Annex 1 - Summary of Commission-Approved Charges for Collocation

AT&T claims that GTE has proposed additional language which may be correct, but AT&T is unable to find support in the Commission's Order for the language. AT&T states that it is continuing to review the proposed changes and will inform us if the matter is resolved.

GTE states that it has simply added the types of units (e.g., per month) that correspond to the particular rate element to determine the charge to be assessed. GTE asserts that this language clarifies the basis for the charges.

This Annex lists each Collocation element and the corresponding recurring or nonrecurring charge. The language in dispute concerns the type of units that correspond to the particular rate element to determine the charge to be assessed. The designation of the type of units for each element was included in GTE's cost studies. Upon review, we approve GTE's proposed unit measurement for each of the Collocation elements shown in this Annex.

6) Appendix 4 - Annex 1 - Prices for Reciprocal Compensation

Transiting Service Charge - **\$.00125 per minute**
Tandem Switching Rate of \$0.00125
per minute plus applicable
Interstate Transport Access Rates

AT&T states that the parties have been unable to resolve the appropriate charges for transiting traffic. GTE asserts that its language more clearly states the rates that will be charged for transiting traffic.

Transiting occurs when three parties (carriers) are involved in the origination, transport, and termination of a toll call. The third party is an intermediary that receives the call from the originating party and forwards or passes the call to the terminating party. Transiting of toll calls was not an issue addressed in our arbitration proceeding. For this reason, we will not include the disputed language in Appendix 4 - Annex 1.

7) Appendix 8 - Rights-of-Way, Conduits, Ducts, and Pole Attachments

AT&T has proposed that the Commission determine the appropriate rates upon the filing by GTE of the appropriate TSLRIC cost studies. AT&T states that GTE disagrees, and apparently intends to charge AT&T rates unilaterally determined by GTE. AT&T states that the parties are also in disagreement regarding AT&T's ability to obtain refunds if GTE tells AT&T a route is available, and subsequently determines that the route is not available. AT&T claims that it has proposed language that makes it clear that AT&T will not be required to pay GTE in that case and, in addition, requires GTE to reimburse AT&T for any prepayments, such as the first year's rent. AT&T asserts that GTE seeks to put the burden upon AT&T to determine if a route is available although all of the procedures and information with regard to route availability are under the control of GTE.

GTE states that it will accept AT&T's proposed language if AT&T agrees to GTE's proposed additional language. GTE asserts that, as the last paragraph of Appendix 8 clearly states, "GTE shall not commence work on the request until it receives prior authorization from AT&T." GTE's additional language follows logically and reasonably from the above statement. If GTE cannot commence "make ready" work on a route without "prior authorization"

from AT&T, then, notwithstanding GTE's advice that a route is available, AT&T cannot claim to be completely free of fault if it fails to independently verify the availability of the route. GTE states that its proposed language attempts to make both parties, not just GTE, responsible for avoiding such a costly "mistake of fact." GTE claims that without its proposed language, AT&T may unreasonably decline to avail itself of an opportunity and a "last clear chance" to avoid wasteful expenditure on its behalf as a result of an unintentional error on GTE's part.

There are two disputes in Appendix 8. First, AT&T believes that we will set prices for Rights-of-Way, Conduits, Ducts, and Pole Attachments. We have reviewed our Arbitration Order and we have identified an error on page 142. On page 142, the Order states that "GTE may charge AT&T and MCI a pro rata share of the TSLRIC for supplying the **attachments** requested in conformance with the FCC's allocation process." (emphasis added) This sentence should state; "GTE may charge AT&T and MCI a pro rata share of the TSLRIC for supplying the **facilities** requested in conformance with the FCC's allocation process." (emphasis added) Order No. PSC-97-0064A-FOF-TP, issued May 21 1997, corrects this error.

We will not establish prices for Rights-of-Way, Conduits, Ducts, and Pole Attachments. GTE has been instructed to follow the FCC's allocation process. If AT&T disputes the TSLRIC prices calculated by GTE, then AT&T may bring the matter to our attention.

The second dispute is as follows:

If GTE advises AT&T that a route is available and subsequently it is determined that a portion of the route is not available, then AT&T will not be required to pay for any work performed by GTE with respect to such route and any prepaid amounts will be refunded to AT&T. However, AT&T is not hereby relieved if its obligation to independently verify and confirm the availability of a proposed route before authorizing GTE to Commence "make ready" work.

Throughout our Arbitration Order we state that costs incurred to perform any modifications to GTE's facilities or structures shall be borne by the cost causers or benefiting party or parties.

Since AT&T is bound to pay its fair share of costs incurred by GTE for a requested modification, then AT&T should not be required to pay for requested modifications that GTE will not perform. In other words, AT&T should not be required to pay, or forfeit any prepaid amounts, when GTE mistakenly advises AT&T that a route is available, and then subsequently informs AT&T that the route is unavailable after work has commenced. GTE's proposed language, which requires AT&T to confirm the available route before authorizing GTE to begin work, is unreasonable.

Therefore we approve AT&T's proposed language, and the removal of GTE's proposed language in paragraph two of Appendix 8.

K. Attachment 15 - Reciprocal Compensation for Call Termination

- 1) Section 2.B.3.(a)(1)&(4)
- 2.B.3.(b)(1)
- 2.B.3.(c)(1)
- 2.B.3.(d)(1)&(3)
- 2.B.3.(e)(1)&(3)
- 2.B.3.(f)(1)
- 2.B.3.(g)(1)
- 2.B.4.(a)(2)
- 2.B.4.(b)(2)
- 2.B.4.(c)(2)
- 2.B.4.(d)(2)
- 2.B.5.(a)(2)
- 2.B.5.(b)(2)
- 2.B.5.(c)(2)
- 2.B.5.(d)(2)
- 2.C.1.(b)
- 2.C.2.(b)

The following language refers to the application of the RIC and the CCL when GTE's unbundled local switching is used to complete intrastate and interstate toll calls to or from an ALEC customer.

AT&T's Proposed Language:

....if such charges are required by the Commission.

GTE's Proposed Language:

[no qualifying language proposed]

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Attachment 15 addresses how calls are charged for purposes of reciprocal compensation, which is referred to as "Bill and Keep" in the agreement language. The parties agree on most of the language. They disagree with respect to the application of the Residual Interconnection Charge (RIC) and the Carrier Common Line Charge (CCL) for intrastate and interstate calls handled through GTE's unbundled local switching element. GTE believes that the Commission's Order allows it to charge these elements. AT&T believes that it does not, and has proposed language in the agreement that leaves the issue to be resolved on a case-by-case basis. At the present time, the applicable language in the FCC Order has been stayed, and therefore, we will apply Florida law to address this dispute. Section 364.16(3)(a), Florida Statutes, requires that:

No local exchange telecommunications company or alternative local exchange telecommunications company shall knowingly deliver traffic, for which terminating access service charges would otherwise apply, through a local interconnection arrangement without paying the appropriate charges for such terminating access service.

This issue is somewhat unclear in that the appropriate access charges have never been determined in this situation on an intrastate basis, and the FCC's Order, which was specific on this point, has been stayed as noted above. Under these circumstances we will approve AT&T's language for inclusion in the agreement. Particular questions and disputes will be resolved on a case by case basis, either by the parties themselves, or through the Commission's complaint process.

The parties shall file a signed agreement incorporating our decisions herein within two weeks of the date this Order is issued.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the agreement submitted by AT&T Communications of the Southern States, Inc. and GTE Florida, Inc. is approved to the extent set forth in the body of this Order. It is further

ORDERED that Attachments A and B to this Order are incorporated herein by reference. It is further

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ORDERED that the parties shall include in their arbitrated agreement the language set forth herein. It is further

ORDERED that the parties shall file a signed agreement incorporating our decisions herein within two weeks of the issuance of this Order, to become effective upon filing. It is further

ORDERED that this docket shall remain open until the parties have filed their signed agreement and the Commission has completed its review of GTE's cost studies that were required to be filed in this proceeding.

By ORDER of the Florida Public Service Commission, this 22nd day of May, 1997.

BLANCA S. BAYÓ, Director
Division of Records and Reporting



Kay Flynn, Chief
Records and Reporting

(S E A L)

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

Agreement ID	Section	Title
Preface - Agreement	Entire Paragraph	
Preface - Recitals	First 5 Paragraphs beginning "WHEREAS"	
Scope, Intent and Definitions	All Sections	
General Terms and Conditions	1, 3, 4, 5, 9-9.2, 10-10.1, 10.4, 11-11.2, 12-18, 19-23.2, 23.4-23.8, 23.10-23.11, 23.13-23.14, 23.16-23.19.2	
Part I	25-25.2, 25.5, 25.5.2-26.5, 27-28, 28.2-28.3, 28.5, 28.7-29.1.6, 29.2-30.5, 30.10-30.11.5	Local Services Resale
Part II	31-32.3, 32.5-32.6, 32.9-32.10.2	Unbundled Network Elements
Part III	33, 34.4	Ancillary Functions
Part IV	36-37.6.2, 37.6.4-37.7, 37.9-37.10, 37.10.1*, 37.10.2-37.10.3.5, 37.10.3.7-38.3.2, 38.4.2-38.4.3, 38.5-39.2.3, 39.2.5-41.2	Interconnection Pursuant to Section 251(C) (2)
Part V	42-43.3.4, 43.3.6-43.3.6.3	Pricing
Attachment 1	All Sections and Appendix 1	Alternative Dispute Resolutions

Agreement ID	Section	Title
Attachment 2	1-4.2.1.2, 4.2.1.5, 4.2.1.7-4.2.1.8, 4.2.1.10-4.2.1.27, 4.2.1.29, 4.2.1.31-4.2.2, 4.2.2.2-5, 5.1.2.1-5.1.2.14, 5.1.2.16-6.1, 6.2-6.2.1, 6.2.3-8.2.9.3, 8.2.13-11.3.2.10, 11.3.2.12-11.7.1.2, 11.7.1.4-11.7.1.6, 11.7.2.2-12.2.14, 12.2.16-12.3.3, 12.3.6-13.1, 13.1.2-13.1.2.11, 13.1.2.13, 13.2-13.5, 13.5.2-13.5.2.2, 13.5.2.4-13.5.3.2, 13.5.3.3-13.5.3.6 and Appendix A	Service Description: Unbundled Network Elements
Attachment 3	1-2.1, 2.2-2.2.1, 2.2.1.2-2.2.2, 2.2.5-2.2.13, 2.2.16-2.2.23.3.7, 2.2.24-3.1, 3.1.2-3.1.3, 3.1.5, 3.1.9-3.2.1, 3.2.4, 3.3-3.4, 3.4.4-3.5, 3.5.2, 3.6-3.6.1, 3.6.4, 3.6.6, 3.7, 3.8-3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.14.2-3.15, 3.16-3.17, 3.18-3.18.2	Service Description: Ancillary Functions
Attachment 4	All Sections	Provisioning and Ordering for Unbundled Elements
Attachment 5	All Sections	Maintenance for Local Services Resale and Unbundled Elements

Agreement ID	Section	Title
Attachment 6	All Sections and Appendixes A, B and C	Local Services Resale, Unbundled Network Element and Interconnection Billing and Recording
Attachment 7	All Sections and Appendixes I and II	Provision of Customer Usage Data
Attachment 8	1-3.6.1, 3.7*	Interim Number Portability
Attachment 9	1-2, 2.2-4.2	Network Security
Attachment 10	Entire Attachment	Acronyms
Attachment 12	All Sections and Appendixes 1-6	Service Quality Standards and Processes
Attachment 13	All Sections	Principles for Implementing Electronic Interfaces for Operations Support Systems
Attachment 14	Pages 1-3, 7, 9-12, 14, 16, 18	AT&T/GTE Pricing Agreement

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Agreement ID	Section	Title
Attachment 15	All Sections, except 2.B.3.(a)(1)&(4), 2.B.3.(b)(1), 2.B.3.(c)(1), 2.B.3.(d)(1)&(3), 2.B.3.(e)(1)&(3), 2.B.3.(f)(1), 2.B.3.(g)(1), 2.B.4.(a)(2), 2.B.4.(b)(2), 2.B.4.(c)(2), 2.B.4.(d)(2), 2.B.5.(a)(2), 2.B.5.(b)(2), 2.B.5.(c)(2), 2.B.5.(d)(2), 2.C.1.(b) 2.C.2.(b)	Reciprocal Compensation for Call Termination Agreement

Agreement ID	Section	Title
General Terms and Conditions	6-7, 8-8.2, 9.3-9.4, 10.2-10.3, 10.5, 23.3, 23.9, 23.12, 23.15	
Part I	25.5.1, 26.7, 26.8, 28.6, 30.6-30.9	Local Services Resale
Part II	32.7-37.8, 32.10.3.1-32.10.3.2	Unbundled Network Elements
Part IV	37.6.3, 37.8, 37.10.3.6, 38.3.3-38.4.1, 38.4.4, 39.2.4	Interconnection Pursuant to Sections 251(C)(2)
Part V	43.3.5, 43.3.6.3, 43.3.6.4, 43.3.6.5, 43.3.6.6	Pricing
Attachment 2	4.2.1.30, 8.2.10-8.2.12, 11.3.2.11, 11.7.1.3, 11.7.2.1, 12.2.15, 12.3.4-12.3.5, 13.1.1, 13.1.2.12, 13.1.2.14-13.1.2.16	Service Description: Unbundled Network Elements

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Agreement ID	Section	Title
Attachment 3	2.1.1, 2.2.14- 2.2.15, 2.2.23.8.1, 3.4.2-3.4.3, 3.5.3, 3.6.2- 3.6.3, 3.6.5, 3.7.1-3.7.2.4, 3.11.1, 3.14.1, 3.15.1	Service Description: Ancillary Functions
Attachment 9	2.1	Network Security