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PLEASE REFER TO
TALLAHASSEE

April 14, 1997

HAND DELIVERED

Blanca S. Bayo, Director
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 970336-TP - Arbitration of Terms and
Conditions Between ICG Telecom Group, Inc. and GTE
Florida Incorporated, Pursuant to 47 U.S.C. § 252

Dear Ms. Bayo:

On April 7, 1997, I filed a stipulation between ICG Telecom Group, Inc. ("ICG") and GTE Florida, Incorporated ("GTEFL"). The document included a signature page that had been forwarded to me by telecopier. I have since received the original document. I am supplying copies of it for the Commission's file.

The attached copy of Exhibit A to the Stipulation reflects that it has been executed.

Yours truly,

Joseph A. McGlothlin
Joseph A. McGlothlin

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CH *Buiani* _____
- DIR _____
- E/S _____
- LEG 5 _____
- LIC _____
- RC _____
- ME 1 _____
- W/S _____
- OTH _____

JAM/jic
Enclosures

DOCUMENT NUMBER DATE

03788 APR 14 97

FPCD-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Arbitration of Terms and)
Conditions Between ICG)
Telecom Group, Inc. and GTE)
Florida Incorporated,)
Pursuant to 47 U.S.C. § 252)

Docket No. 970336-TP

Filed: April 7, 1997

**STIPULATED SETTLEMENT OF ARBITRATION
BETWEEN ICG TELECOM GROUP, INC. AND
GTE FLORIDA, INCORPORATED OF A PROPOSED AGREEMENT
BETWEEN ICG TELECOM GROUP, INC., AND GTE FLORIDA, INCORPORATED**

This stipulation is entered into by and between GTE Florida, Incorporated ("GTEFL") and ICG Telecom Group, Inc. ("ICG") (collectively referred to as the "Parties) in order to settle all disputed issues between the parties and resolve the arbitration in Docket No. 970336-TP (Petition for Arbitration of Certain Terms and Conditions Between ICG Telecom Group, Inc., and GTE Florida Incorporated) pursuant to the following:

WHEREAS, GTEFL and ICG have been in negotiations to reach a final interconnection agreement under Section 251 and 252 of the Telecommunications Act of 1996 (the "Act") for several months:

WHEREAS, ICG filed a petition for arbitration with the Florida Public Service Commission on March 18, 1997, pursuant to section 252(b)(1) of the Act;

WHEREAS, the Parties have entered the "Agreement Between ICG Telecom Group, Inc. and GTE Florida, Incorporated To Enter An Interconnection Agreement In Florida," (the "Agreement") attached hereto as Exhibit A:

NOW, THEREFORE, IT IS HEREBY STIPULATED THAT GTEFL and ICG do agree

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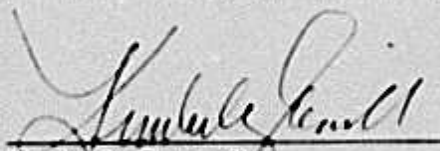
and submit to this Commission that all issues raised by ICG's petition for arbitration are now resolved, and there are no remaining open substantive issues before this Commission; and that the Parties request that the Commission retain jurisdiction for the sole purpose of resolving, if any, future disputes that may arise regarding administrative and ministerial changes, as identified in the Agreement, and for approving or rejecting the final proposed ICG/GTEFL interconnection agreement entered pursuant to the terms and conditions of the Agreement.

In witness whereof, the Parties have executed this Stipulation through their authorized representatives.


Joseph A. McGlothlin

117 South Gadsden Street
Tallahassee, FL 32301

Attorney for ICG Telecom Group, Inc.



Kimberly Caswell
Post Office Box 110, MC 7
Tampa, Florida 33601-0110

Attorney for GTE Florida,
Incorporated

**AGREEMENT BETWEEN ICG TELECOM GROUP, INC.
AND GTE FLORIDA, INCORPORATED TO ENTER INTO AN
INTERCONNECTION AGREEMENT IN FLORIDA**

This is an Agreement made the ____th day of April, 1997, between ICG Telecom Group, Inc., ("ICG") and GTE Florida, Incorporated ("GTEFL").

Whereas, ICG and GTEFL are engaged in an arbitration proceeding (Docket No. 970336 TP) before the Florida Public Service Commission pursuant to the provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (Pub. L. 104-104, 110 Stat. 56) (the "Act"), including, *inter alia*, the provisions of 47 U.S.C. §252;

Whereas, ICG and GTEFL agree ICG is entitled under the Telecommunications Act of 1996, 47 U.S.C. §252(i), to enter into an interconnection agreement with GTEFL containing the same substantive terms and conditions as any agreement approved and effective under Section 252 between GTEFL and another local exchange carrier ("ALEC");

Whereas, GTEFL entered into an arbitrated agreement(s) with one (or more) ALEC(s) in Florida which agreement(s) is (or are) not yet finally approved by the Florida Public Service Commission and in effect;

Whereas, ICG and GTEFL desire to resolve this pending arbitration now;

NOW, THEREFORE, ICG and GTEFL, in consideration of their mutual promises and agreements as set forth herein, agree as follows:

1. Once an interconnection agreement, arbitrated or otherwise, between ALEC and GTEFL ("ALEC/GTEFL Interconnection Agreement") has been filed with the Florida Public Service Commission, ICG may at any time thereafter notify GTEFL that upon final Commission approval and the effectiveness of the ALEC/GTEFL Interconnection Agreement, ICG will enter into an interconnection agreement with GTEFL that contains all the same substantive terms as the ALEC/GTEFL Interconnection Agreement ("ICG/GTEFL Agreement"), which Agreement shall be submitted to the Florida Public Service Commission, as hereinafter provided. In the event more than one such ALEC/GTEFL Interconnection Agreement has been filed with the Florida Public Service Commission, at the time ICG elects to so notify GTEFL, ICG may choose any one of the ALEC/GTEFL Interconnection Agreements that have been filed with the Florida Public Service Commission.

2. Once ICG notifies GTEFL that ICG will enter into an interconnection agreement with GTEFL that contains all the same substantive terms as the ALEC/GTEFL Interconnection Agreement, ICG and GTEFL will immediately enter into negotiations regarding the scope of name substitutions and such minor administrative and other changes as necessary to finalize an ICG/GTEFL Agreement that contains all the same substantive terms as the ALEC/GTEFL Interconnection Agreement except that the parties to the

ICG/GTEFL Agreement are ICG and GTEFL, with ICG having the same rights and duties as ALEC. If ICG and GTEFL cannot reach agreement on the scope of name substitutions and minor administrative and other changes, the Florida Public Service Commission will resolve the issue(s) as a part of the pending ICG/GTEFL Agreement arbitration proceeding where permitted or otherwise if not so permitted.

3. Once there is agreement on name substitutions and administrative and other changes, or the dispute regarding name substitutions and administrative and other changes has been submitted to the Florida Public Service Commission to resolve, as the case may be, ICG and GTEFL will, no sooner than the date the ALEC/GTEFL Interconnection Agreement is approved by the Florida Public Service Commission and effective but as soon thereafter as possible, submit the ICG/GTEFL Agreement to Florida Public Service Commission for approval.

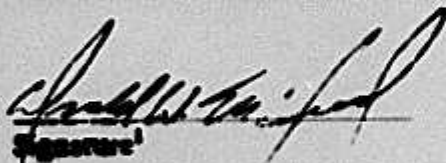
4. (a) In the event that an appeal or reconsideration of (any of) the order(s) of the Florida Public Service Commission resolving or approving the ALEC/GTEFL Interconnection Agreement elected by ICG as the model for the ICG/GTEFL Agreement results in a final, non-appealable order of a court of competent jurisdiction, or a final, non-appealable order of the Florida Public Service Commission which order(s) require(s) changes in such ALEC/GTEFL Interconnection Agreement, the exact same changes shall be made in the ICG/GTEFL Agreement, such that ICG's and GTEFL's substantive rights under the ICG/GTEFL Agreement shall be neither greater nor less than the rights finally retained by ALEC or GTEFL, respectively, in the ALEC/GTEFL Interconnection Agreement.

(b) If at any time during the appeal(s) of the ALEC/GTEFL Interconnection Agreement, a court or commission of competent jurisdiction issues a stay or otherwise orders interlocutory injunctive relief that affects, in whole or in part, the ALEC/GTEFL Interconnection Agreement that ICG is adopting, the ICG/GTEFL Agreement entered into as a result of this Agreement shall also be subject to, and ICG and GTEFL agree to abide by, the exact same order of stay or other interlocutory injunctive relief.

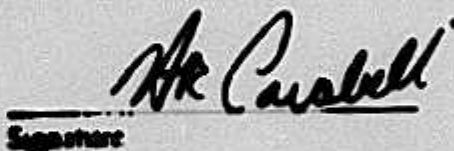
5. This Agreement will be submitted, along with an appropriate stipulation, to Florida Public Service Commission as resolution of the ICG/GTEFL arbitration with the request that Florida Public Service Commission retain jurisdiction for the sole purposes of resolving differences regarding the scope of administrative and other changes should ICG and GTEFL be unable to reach agreement on such changes and to approve or reject the ICG/GTEFL Agreement.

6. This Agreement may be signed in counterparts.

Dated: April 9, 1997



Signature
Vice President-Local
Competition/Interconnection
Printed Name and Title
on behalf of
GTE Florida, Incorporated



Signature
Henry R. Carabelli, Executive
Vice President - National Operations
Printed Name and Title
on behalf of
ICG Telecom Group, Inc.



GTEFL is entering this Agreement under duress and only to mitigate its damages which would flow from the application of an effective ALEC/GTEFL arbitrated agreement, or other effective interconnection agreement(s) approved in this jurisdiction, to the extent they are available under 47 U.S.C. § 252(i) (as added by the Telecommunications Act of 1996). GTEFL's execution of this Agreement is not a concession or waiver in any manner concerning its position that certain rates, terms and conditions that will be contained in the ICG/GTEFL Agreement, as described in this Agreement, are unlawful, illegal and improper.

FLORIDA PUBLIC SERVICE COMMISSION
Capital Circle Office Center • 2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0050

MEMORANDUM

April 24, 1997

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (RAYO)

FROM: DIVISION OF LEGAL SERVICES (CULPEPPER, STOVER) ^{BL} ^{AD} ^{MB} ^{UX}
DIVISION OF COMMUNICATIONS (SIRIANNI, NORTON, STAVANJA, ^{MS}
WIDELL)

RE: DOCKET NO. 970336-TF - PETITION FOR ARBITRATION OF
CERTAIN TERMS AND CONDITIONS OF A PROPOSED AGREEMENT
BETWEEN ICG TELECOM GROUP, INC. AND GTE FLORIDA
INCORPORATED PURSUANT TO SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996.

AGENDA: MAY 6, 1997 - REGULAR AGENDA - PETITION WITHDRAWN -
INTERESTED PERSONS MAY PARTICIPATE

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: S:\PSC\LEG\WP\970336TF.RON

CASE BACKGROUND

On October 10, 1996, ICG Telecom Group, Inc. (ICG) and GTE Florida, Incorporated (GTEFL) entered into negotiations regarding ICG's request for resale and interconnection arrangements with GTEFL. Initially, the parties were unable to resolve a number of issues. As such, on March 18, 1997, ICG filed a petition for arbitration of the unresolved issues with GTEFL.

The parties, however, continued to negotiate in an effort to resolve the remaining issues. As a result, the parties reached an agreement whereby ICG will adopt an approved and effective interconnection agreement between GTEFL and another alternative local exchange company (ALEC), pursuant to § 252(i) of the Telecommunications Act of 1996 (the Act). The parties believe that this agreement resolves the issues in ICG's request for arbitration. Thus, on April 15, 1997, ICG filed a Notice of Withdrawal of its petition for arbitration.

DOCUMENT NUMBER-DATE

014134 APR 24 1997

REC'D - RECORDS/REGISTRATION

DOCKET NO. 970336-TP
DATE: April 24, 1997

DISCUSSION OF ISSUES

ISSUE 1: Should the Commission acknowledge ICG's Notice of Withdrawal of its petition for arbitration, in light of the parties' agreement?

RECOMMENDATION: Yes. The Notice of Withdrawal states that the parties believe that their agreement, whereby ICG will adopt an approved, effective interconnection agreement between GTEFL and another ALEC, resolves the issues in ICG's petition for arbitration. No issues remain for the Commission to resolve; therefore, this docket should be closed.

STAFF ANALYSIS: After extensive negotiations, ICG states that the parties have resolved the remaining procedural issues concerning ICG's adoption of an interconnection agreement between GTEFL and another ALEC. As such, ICG filed a Notice of Withdrawal of Petition for Arbitration on April 14, 1997. Therein, ICG incorporates, by reference, the parties' agreement on the procedural issues and states that the parties have stipulated that the agreement resolves the arbitration request.

With ICG's petition for arbitration withdrawn, there are no further issues for the Commission to address. This docket may, therefore, be closed. Pursuant to the provisions of 47 U.S.C. §§ 251(c)(1), 252(a)(2), or 252(b)(5), the parties could bring to our attention any problems that may arise in the development of a final interconnection agreement. Once ICG's adoption of an interconnection agreement between GTEFL and another ALEC has been signed, the parties should submit the agreement for Commission review and approval pursuant to 47 U.S.C. §252(e).

DOCKET NO. 970336-TP
DATE: April 24, 1997

ISSUE 2: Should this docket be closed?

RECOMMENDATION: Yes. If the Commission approves staff's recommendation in Issue 1, no further issues remain for the Commission to address. Therefore, this docket should be closed.

STAFF ANALYSIS: If the Commission approves staff's recommendation in Issue 1, no further issues remain for the Commission to address. Therefore, this docket should be closed.