

TENNESSEE REGULATORY AUTHORITY

Melvin Malone, Chairman
Lynn Greer, Director
Sara Kyle, Director



460 James Robertson Parkway
Nashville, Tennessee 37243-0505

NOTICE OF PRE-ARBITRATION CONFERENCE

DOCKET NO: 99-00377

PETITIONER: ICG Telecom Group, Inc. / Henry Walker, Esq.

IN RE: Petition for Arbitration of ICG Telecom Group with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996

DATE: August 16, 1999

This **Pre-Arbitration Conference** in the above-captioned matter is hereby scheduled for **Wednesday, August 25, 1999, at 9:30 a.m.** for the purpose discussing pre-arbitration matters, including the following:

- 1) Determination of issues;
- 2) Determination of past Authority decisions;
- 3) Positions of Parties and supporting comments filed by brief or testimony
- 4) Reply comments of the Parties filed by brief or testimony; and
- 5) Arbitration Hearing dates and schedule to completion.
- 6) Procedural matters.

The Pre-Arbitration Conference is being conducted before Counsel Gary Hotvedt, Designated as Pre-Arbitration Officer, in the ground floor Hearing Room at the Tennessee Regulatory Authority, 460 James Robertson Parkway, Nashville, Tennessee. All parties are entitled to be represented by counsel.

We have reviewed the issues submitted by the parties in this arbitration request. While the issues presented to the TRA may be clear to the parties, some are unclear or ambiguous to the TRA Staff who did not participate in or monitor the negotiations. The attached document, prepared by the Staff, attempts to clarify our understanding of the disputed issues and restate them in a clear and concise format so that a decision may be reached by the arbitrators in a more timely manner. It is not our intent to compromise the positions or requests of the parties.

With this in mind, please review the Staff's submission and be prepared to discuss your position on these revisions at the pre-arbitration conference. ICG should provide, in writing, the information requested by the Staff on the attached issues matrix **underlined in italics**. ICG should bring copies

of this information in sufficient quantity to provide each participant a copy. Both parties should ensure your company's technical and/or subject matter experts are present at this pre-arbitration conference to discuss and clarify the issues. Be prepared also to discuss the history of the negotiations, discuss the status of current negotiations for each issue and identify any issues that may have been resolved since your most recent submission. We will be relying on previous arbitrations decided by the Authority in our discussions. If any of the parties need copies of these, please call Carsie Mundy at 741-2791 ext. 166.

Any motion to change the date of this Hearing must be made in writing and filed with the office of the Executive Secretary of the Authority. Copies of the motion must be served on all parties.

Participants with disabilities who require special accommodations or alternate communications formats should contact the Tennessee Regulatory Authority ADA-EEO/AA Coordinator/Officer, 460 James Robertson Parkway, Nashville, TN 37243-0505, 1-800-342-8359 or TDD 741-3930 so that reasonable accommodations can be made.

FOR THE TENNESSEE REGULATORY AUTHORITY

A handwritten signature in black ink, appearing to read "K. David Waddell", is written over the typed name.

K. David Waddell, Executive Secretary

cc: Parties of Record
Attachment (1)

**ICG/BST ARBITRATION
DOCKET 99-00377**

GENERAL ISSUES	ICG	BST
Issue 1: For the purposes of this agreement, should dial-up calls to Internet service providers ("ISPs") treated as if they were local calls for purposes of reciprocal compensation?	Yes.	No.
Issue 2: Should the amount paid by ICG in the Bona Fide Request process, to cover the cost of developing a project plan, be offset by payments from other parties who subsequently request and receive the same service at a reduced rate? <u>If so, what is ICG requesting to be offset? Does ICG have a method in mind for offsetting costs?</u>	Yes. The first carrier to request the service should not bear the total cost when other carriers will subsequently request the same service and not have to pay their share.	No. BST has no control over who submits the first BFR or even if any other BFRs will be received. BST contends that any procedures to allocate costs will be laborious and expensive.
UNBUNDLED NETWORK ELEMENTS		
Issue 3: Should BellSouth make available Packet-switching capabilities as UNEs throughout the term of the contract, including: (a) user-to-network interface ("UNI") at 56 kbps, 64 kbps, 128 kbps, 256 kbps, 384 kbps, 1.544 Mbps, 44.736 Mbps; (b) network-to-network interface ("NNI") at 56 kbps, 64 kbps, 1.544 Mbps, 44.736 Mbps; and (c) data link control identifiers ("DLCIs"), at committed information rates ("CIRs") of 0 kbps, 8 kbps, 9.6 kbps, 16 kbps, 19.2 kbps, 28 kbps, 32 kbps, 56 kbps, 64 kbps, 128 kbps, 192 kbps, 256 kbps, 320 kbps, 384 kbps, 448 kbps, 512 kbps, 576 kbps, 640 kbps, 704 kbps, 768 kbps, 832 kbps, 896 kbps, 960 kbps, 1.024 Mbps, 1.088 Mbps, 1.152 Mbps, 1.216 Mbps, 1.280 Mbps, 1.344 Mbps, 1.408 Mbps, 1.472 Mbps, 1.536 Mbps, 1.544 Mbps, Mbps, 3.088 Mbps, 4.632 Mbps, 6.176 Mbps, 7.720 Mbps, 9.264 Mbps, 10.808 Mbps, 12.350 Mbps, 13.896 Mbps, 15.440 Mbps, 16.984 Mbps, 18.528 Mbps, 20.072 Mbps? <u>If so, what are the proposed rates?</u>	Yes.	BST agrees to comply with ICG's request until the FCC issues a final non-appealable order on Rule 51.319 and with other unidentified limitations.
Issue 4: Should a local loop combined with dedicated transport be provided as a UNE? <u>If so, what is the proposed rate?</u>	Yes.	No. BellSouth, however, is willing to provide this combination through commercial agreement.

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UNBUNDLED NETWORK ELEMENTS	ICG	BST
Issue 5: Should BellSouth be subject to liquidated damages or other concessions or remedies for failing to meet the time intervals for provisioning UNEs? <u>If so, what level of damages, concessions or remedies are appropriate? What time intervals?</u>	Yes.	No. Liquidated damages are not within the TRA's authority. State law and TRA procedures are available to address breaches of contract.
Issue 6: Should volume and term discounts be available for UNEs? <u>Have specific volumes and terms for given items been identified? If so, what are they?</u>	Yes.	No.
INTERCONNECTION	ICG	BST
Issue 7: Should ICG be compensated for end office, tandem, and transport elements of termination, for purposes of reciprocal compensation, when ICG's switch serves a geographic area comparable to the area served by BellSouth's tandem switch? <u>If so, according to what schedule or at what rate?</u>	Yes. In accordance with FCC Rule 47 CFR Section 51.711(a)(3).	No. If a call is not handled by a switch on a tandem basis, it is not appropriate to pay reciprocal compensation for the tandem switching function.
Issue 8: Removed by Staff. Identical to Issue 1.		
Issue 9: How often should the PLU and PIU be calculated and reported?	Monthly.	Quarterly, as required by tariff.
Issue 10: Should BellSouth provide a breakdown of the intrastate and interstate traffic to ICG? <u>Specifically, what information does ICG seek and why?</u>	Yes.	No. Agreement provides for annual audits.
Issue 11: Should BellSouth commit to the requisite network buildout and necessary support when ICG agrees to a binding forecast of its traffic requirements in a specified period?	Yes.	No.
COLLOCATION		
Issue 12: Should ICG be permitted to engineer and install equipment in ICG's own collocation space? <u>If so, is ICG required to be a certified vendor?</u>	Yes.	No.

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COLLOCATION	ICG	BST
Issue 13: Should the “certified vendor” process be waived or expedited in favor of ICG employees whenever there are fewer than fifty (50) certified vendors in a designated area, and/or when a “certified vendor” is unable to perform the collocation work on a timely basis pursuant to ICG’s needs? <u>ICG should define the terms “expedited” and “timely basis”.</u>	Yes.	No.
Issue 14: Where ICG is collocated in the BST central office, should a “certified vendor” be required to cross connect ICG’s equipment with the equipment of another telecommunications carrier that desires such a connection when the cable facilities transverse an equipment area?	No.	Yes.
Issue 15: Should a security escort, paid for by ICG, be required for any site visits following the initial pre-installation visit and prior to space acceptance?	No.	Yes.
Issue 16: Should charges required for the transition of ICG’s equipment from virtual collocation to physical collocation be limited to the actual costs of physical labor in making the transition plus records changes?	Yes.	No.
Issue 17: Should ICG be allowed to sublease its uncaged collocation space located on BellSouth’s premises?	Yes.	No.
NUMBER PORTABILITY		
Issue 18: How long after transferring a customer to ICG should BellSouth update its records? <u>Have any time periods been proposed by the parties?</u>	Not stated.	BellSouth proposes to transfer ICG’s customers at parity with other CLECs and itself.

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PERFORMANCE STANDARDS/MEASURES	ICG	BST
Issue 19-26: Should the following installation benchmarks, provisioning benchmarks, maintenance benchmarks, performance measures and liquidated damages be approved by the arbitrators? <u><i>This information needs to be provided by ICG.</i></u>	Undetermined	Undetermined

NOTE: The above issues have been restated by the Staff in an attempt to clarify and make them more specific. The questions and statements included above *underlined and in italics* were added by the Staff and refer to additional information the Staff feels is needed in order to arbitrate the issue.