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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

NEXTLINK WASHINGTON, INC.,	)	
	)	DOCKET NO. UT-990340
Complainant,	)	
	)	U S WEST'S COMMENTS REGARDING
v.	)	RECOMMENDED DECISION
	)	
U S WEST COMMUNICATIONS, INC.,	)	
	)	
Respondent.	)	
	)	

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**INTRODUCTION**

This is a proceeding on Nextlink's petition for enforcement of the interconnection agreement between the parties. This is also the Commission's first proceeding under WAC 480-09-530, the rule allowing expedited handling of petitions seeking enforcement of interconnection agreements. On August 12, 1999, the Administrative Law Judge (ALJ) who was assigned as the presiding officer issued the Sixth Supplemental Order; Recommended Decision (Recommended Decision). The ALJ scheduled oral argument on August 25, 1999, and permitted the parties to file comments on the Recommended Decision by August 19, 1999.

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U S WEST Communications, Inc., (U S WEST) hereby files the following comments. These comments specifically address the issues and rulings set forth in the Recommended Decision. However, U S WEST does not waive any of the jurisdictional or substantive issues previously raised and discussed in the pleadings and affidavits already filed in this docket.

**ARGUMENT**

The Recommended Decision is incorrect in several material respects. First, the Recommended Decision is wrong that the definition of local traffic in the Nextlink agreement includes ISP-bound traffic and that reciprocal compensation payments are due for ISP-bound traffic. Second, the Recommended Decision incorrectly interprets Section 252(i) and FCC Rule 809, giving Nextlink far broader rights than either provision would allow. The Recommended Decision, if allowed to stand in its interpretation of Section 252(i), will seriously undermine other provisions of the Telecommunications Act of 1996 by making the negotiations process a meaningless exercise, and allowing the CLEC to change contract terms at will. Finally, the Recommended Decision is incorrect in concluding that no additional information or proceedings are necessary to resolve the issues raised in this docket.

**Does ISP-Bound Traffic Constitute Local Traffic?**

In this section of the Recommended Decision, the ALJ concludes that the definition of local traffic in the Nextlink agreement includes ISP-bound traffic, and that reciprocal compensation is due for that traffic.

In reaching this conclusion, the ALJ discusses the arbitrated agreement between U S WEST and TCG, which is the underlying agreement to which Nextlink opted-in. The ALJ

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also discusses the FCC’s Declaratory Ruling<sup>1</sup>, as well as two Commission decisions to which U S WEST was not a party, the Worlcom-GTE complaint<sup>2</sup>, and the ELI/GTE arbitration<sup>3</sup>. As will be discussed below, none of these decisions supports the conclusion that ISP-bound traffic is local, or that reciprocal compensation is due for that traffic.

**The TCG/U S WEST Agreement**

The ALJ erroneously concludes that, “[t]he definition of ‘local traffic’ in Nextlink’s Agreement encompasses ISP bound traffic” (Recommended Decision at p. 11). This can only be true if the definition of local traffic in the underlying TCG agreement encompasses ISP-bound traffic, which it clearly does not. In fact, the analysis in the Recommended Decision supports just the opposite conclusion, stating very clearly that in the TCG arbitration “[t]he Commission did not distinguish between non-ISP and ISP-bound traffic, because both parties were in agreement that the ISP-bound portion of local traffic should be exchanged on a bill-and-keep basis.”<sup>4</sup>

Nextlink knows that the TCG definition of local traffic does not include ISP-bound traffic. The definition of local traffic adopted by the arbitrator in paragraph 33 of the TCG decision is as follows:

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<sup>1</sup> Declaratory Ruling and Notice of Proposed Rulemaking, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Inter-Carrier Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98 and 99-68 (FCC February 25, 1999) (Declaratory Ruling).  
<sup>2</sup> Worldcom, Inc., f/k/a MFS Intelenet of Washington, Inc., v. GTE Northwest Incorporated, Docket No. UT-980338, Third Supplemental Order Granting Worldcom’s Complaint, Granting Staff’s Penalty Proposal, and Denying GTE’s Counterclaim (May 12, 1999).  
<sup>3</sup> In the Matter of the Petition for Arbitration of an Interconnection Agreement Between Electric Lightwave, Inc., and GTE Northwest Incorporated, Docket No. UT-980307, Order Approving Negotiated and Arbitrated Interconnection Agreement (May 12, 1999).  
<sup>4</sup> It should be noted that the characterization of “ISP-bound portion of local traffic” is not U S WEST’s characterization. U S WEST does not agree with the characterization of ISP-bound traffic as local.

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2 "Local Traffic" means traffic originated on the  
3 network of a LEC in a LATA and completed directly  
4 between that LEC's network and the network of  
5 another LEC in the same LATA, within the same local  
6 calling area as is provided by the incumbent LEC  
7 for local calls in that LATA.

8 In accepting TCG's definition, the arbitrator noted: "TCG represents that the differences  
9 between the parties as to definitions are small and that they result not from major philosophical  
10 differences but from the lack of time to address them." The decision does not discuss ISP traffic  
11 at all, and does not address whether ISP traffic is included in the definition. However, ISP traffic  
12 does not behave as described in paragraph 33 of the parties' agreement. As a matter of both fact  
13 and law, ISP-bound traffic from U S WEST's customers is not completed on Nextlink's network.  
14 This is recognized in the FCC's Declaratory Ruling, discussed below. To the extent that the  
15 Commission does not accept this as a fact, U S WEST has requested additional proceedings to  
16 establish this fact.

#### 17 **The FCC's Declaratory Ruling**

18 It has been determined as a matter of law, established by  
19 the FCC's Declaratory Ruling, that traffic to ISPs is  
20 predominately interstate and is *not* local. U S WEST's contention  
21 that the FCC's Declaratory Order is dispositive of the issue of  
22 reciprocal compensation for ISP-bound traffic is based on the  
23 fact that the Commission's rulings have been based on the belief  
that ISP-bound traffic was local in nature. U S WEST does  
contend that the Declaratory Ruling is dispositive of whether  
that traffic is local. The FCC has held that ISP-bound traffic  
is not local. The FCC has held that its ruling does not

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2 necessarily preclude a state Commission from ordering reciprocal  
3 compensation for this traffic *on some other basis*, but the state  
4 Commission cannot do so on the basis that it is local traffic.

5 The MFS ruling, that Nextlink now claims, is specifically  
6 linked to the FCC's historic exemption of that traffic from access  
7 charges and the characterization of that traffic as local. In the  
8 MFS case, the parties agreed to compensate each other for the  
9 transport and termination of local traffic, and brought the  
10 question of ISP traffic to the Commission for resolution. In  
11 considering this issue in his November 8, 1996 Report and  
12 Decision, the arbitrator set forth the positions of the parties  
13 and addressed the issue as follows:

13 MFS Position

14 MFS opposes establishing any unique treatment of  
15 ESPs in this agreement. MFS argues that there is no  
16 basis in the Act or in any other applicable law for such  
17 a differentiation and that such traffic has not  
18 previously been separated or segregated. To date, the  
19 FCC has treated ESP traffic like any other local traffic.  
20 MFS argues that this is appropriate because the traffic  
21 is typically local in nature. In MFS' view, USWC is  
22 attempting to prejudge issues which will be addressed by  
23 the FCC in its access charge reform proceeding.

19 USWC Position

20 USWC seeks to exempt any traffic originated or  
21 terminated by enhanced service providers from the  
22 reciprocal compensation arrangements of the agreement.  
23 This position is based on a recognition of the unique  
status of this traffic, which is currently exempt from  
paying Part 69 access charges. USWC expects the FCC to  
address this exemption in its forthcoming access charge  
reform proceeding. Until that time, USWC believes it is  
appropriate to exclude ESPs from coverage under the  
reciprocal compensation provisions.

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Arbitration Decision

The arbitrator adopts the MFS position.

Discussion

It is premature to change the treatment of ESPs at this time.

The Commission approved the parties' interconnection agreement on January 8, 1997, stating that the agreement properly incorporated the decision of the arbitrator as to the disputed issues. The Commission did not specifically discuss the issue of ISP traffic. Thus, the entire basis for the determination that reciprocal compensation was due on ISP traffic was contained in the arbitrator's Report and Decision. That basis was the FCC-treatment of ISP traffic as local, and the MFS argument that, as a factual matter, the traffic was indeed local. That basis has now been swept aside by the FCC's Declaratory Ruling, which states with absolute clarity that ISP-bound traffic is non-local interstate traffic.

The FCC's Declaratory Ruling is very clear in its ruling that ISP-bound traffic is not local. The FCC stated unequivocally that "[w]e conclude in this Declaratory Ruling, however, that ISP-bound traffic is *non-local* interstate traffic." (Emphasis added.) (Declaratory Ruling, fn. 87.) (Thus, the Commission's characterization in earlier orders of this traffic as "local interstate" is directly at odds with the FCC's ruling.) The Recommended Decision correctly points out that the FCC

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2 affirmed that state Commissions may determine that reciprocal  
3 compensation should nonetheless be exchanged for this traffic.

4 However, the Recommended Decision fails to discuss the  
5 relevant standards for determining whether reciprocal  
6 compensation should be paid for ISP-bound traffic. The FCC notes  
7 in paragraphs 22-24 of the Declaratory Ruling that reciprocal  
8 compensation for ISP-bound traffic may be agreed to by the  
9 parties. That is not the case here. The FCC goes on to state,  
10 in paragraph 27, that the state Commission may order reciprocal  
11 compensation as an interim mechanism pursuant to "contractual  
principles or other legal or equitable considerations"<sup>5</sup>.

12 The Recommended Decision states that "[t]he Commission has thoroughly considered and  
13 rejected U S WEST's interpretation of the FCC Declaratory Ruling." However, U S WEST is  
14 unaware of any proceeding to which it was a party in which this issue was raised. Further,  
15 U S WEST is unaware of, and the Recommended Decision does not discuss, any Commission  
16 orders which address the contractual principles or the legal or equitable considerations under  
17 which the Commission could order compensation for ISP traffic. In fact, it does not appear that  
18 the Commission has been presented with this argument before.

19 Here, in Washington, there are no contractual principles or legal or equitable  
20 considerations that support payment of reciprocal compensation for ISP traffic. The FCC's

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21 <sup>5</sup> We recognize that our conclusion that ISP-bound traffic is largely interstate might cause some state commissions to  
22 re-examine their conclusion that reciprocal compensation is due to the extent that those conclusions are based on a  
23 finding that this traffic terminates at an ISP server, but nothing in this Declaratory Ruling precludes state commissions  
from determining, pursuant to contractual principles or other legal or equitable considerations, that reciprocal  
compensation is an appropriate interim inter-carrier compensation rule pending completion of the rulemaking we  
initiate below. Declaratory Ruling ¶ 27.

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reference to contractual principles which might support such compensation is a reference to the FCC's earlier discussion that the parties are free, in a *negotiated* agreement, to agree to include interstate traffic, or non-local intrastate traffic, and to agree upon compensation for those calls. (Declaratory Ruling ¶ 24, fn. 77.) In this case, the parties clearly did not make such an agreement, as U S WEST has consistently opposed reciprocal compensation for ISP traffic, on the basis that it is not local.

Nor are there any legal or equitable principles which mandate that reciprocal compensation should continue to be paid. There is no state law or Commission rule that mandates or authorizes interim compensation for non-local traffic. In fact, the only prior Commission rulings on an analogous issue would mandate that no compensation be paid. The Commission has ruled that where parties cannot agree on a compensation mechanism, bill and keep is an appropriate interim mechanism. (See, Docket Nos. UT-941464, et al., and the various arbitrations such as the TCG proceeding in Docket No. UT-960326.) To the extent that ISP traffic is still an open issue, to be addressed by the FCC in rulemaking, bill and keep may be appropriate as an interim mechanism for this disputed traffic, under prior Commission rulings.

Nor is there any equitable basis to find that reciprocal compensation is appropriate for ISP traffic. Contrary to the fair compensation of costs incurred through the recovery of access charges, one-way compensation payments for ISP traffic from ILECs to CLECs are exactly counter to the suspended access charge regime. U S WEST has explained in its testimony in the generic docket (Docket Nos. UT-960369, et al.) how reciprocal compensation actually works an inequitable result on U S WEST and its ability to recover the costs of and be compensated for the use of its network. If the Commission is to consider the equities of the situation, they work against reciprocal compensation for ISP traffic.



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2           **The Worldcom-GTE Complaint**

3           The Recommended Decision also relies on the Commission decision in the Worldcom-  
4 GTE complaint to support the conclusion that ISP-bound traffic is local. In that decision, the  
5 Commission discusses the provisions of Section 251(b)(5) of the Act, governing reciprocal  
6 compensation for local traffic, and Section 251(g), governing the continuation of the existing  
7 access charge regime. The Commission concludes that the former section governs compensation  
8 between *two* carriers, while the latter section is intended to apply to traffic carried by *three* or  
9 more carriers. Based on this analysis, the Recommended Decision concludes that because ISP-  
10 bound traffic is carried by two carriers, it must be local.

11           The error in this analysis becomes apparent with two simple examples. The first example  
12 is a long distance call from a GTE customer in Everett, Washington to a U S WEST customer in  
13 Seattle, Washington. If GTE is also the long distance carrier, which could easily be the case, the  
14 call is one that is carried by only *two* carriers, yet is subject to access charges. This is also the case  
15 for all intraLATA calls originated by U S WEST customers and terminated by independent  
16 telephone companies. In the second example, U S WEST could be the transiting carrier for a local  
17 call from a customer of MCImetro to a customer of GTE. In that case, reciprocal compensation  
18 (and compensation for transiting traffic) would be exchanged by the *three* carriers involved, but it  
19 would be compensation for local traffic. Thus, the number of carriers involved is in no way  
20 determinative of whether the traffic is local or toll, nor is it determinative of whether  
21 compensation is payable under Section 251(b)(5) or Section 251(g).

22           Contrary to the decision in Worldcom-GTE, it is not necessary to impose reciprocal  
23 compensation on ISP-bound traffic in order to reconcile the two sections in order to give meaning  
to both. In fact, these sections can be reconciled by leaving ISP-bound traffic as the FCC ordered

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it – exempt from access charges. The fact that ISP-bound traffic is exempt from access charges under Section 251(g), and FCC rulings, does not mandate that it falls under Section 251(b)(5). The Commission has noted with approval the FCC’s remark that its policy of treating ISP-bound traffic as local for purposes of interstate access charges would, if applied in the separate context of reciprocal compensation, suggest that such compensation is due. (Worldcom-GTE decision, fn. 10). However, this was clearly not the FCC’s holding. Any party who has any question on that front need only consult the FCC’s Declaratory Ruling, which states clearly that “the reciprocal compensation requirements of section 251 (b)(5) of the Act and Section 51, Subpart H (Reciprocal Compensation for Transport and Termination of Local Telecommunications Traffic) of the Commission’s rules *do not govern* inter-carrier compensation for this traffic.” (Emphasis added). (Declaratory Ruling, fn. 87).

**The ELI-GTE Arbitration**

The Recommended Decision also relies on the decision in the ELI-GTE arbitration proceeding to support the conclusion that, at least on an interim basis, ISP traffic can be classified as local. Again, this determination is factually incorrect, and is based on the record in a proceeding to which U S WEST was not a party. The discussion on page 10 of the Recommended Decision, quoting the Commission’s description of the ISP traffic, how a call is routed, and who the terminating carrier is, is factually incorrect and is not based on the record in this proceeding. It is procedurally and substantively incorrect to bind U S WEST to the fact-finding that was conducted in the ELI-GTE arbitration.

**Other State Decisions**

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Recently, both Massachusetts<sup>6</sup> and New Jersey<sup>7</sup> have determined, based on an analysis of the FCC's Declaratory Ruling, that reciprocal compensation is *not* due for calls to ISPs. The Massachusetts ruling is directly on point for this case. Massachusetts had previously ordered that reciprocal compensation was due for ISP-bound calls on the basis that they were local calls. Because this was the sole basis for the Massachusetts order, and because the FCC's Declaratory Ruling demonstrated that basis to be incorrect, the Massachusetts Department of Telecommunications and Energy reversed its earlier decision, stating that it has based that decision on a mistake of law, i.e., on an erroneous characterization of ISP-bound traffic. The Department's discussion in its May 19, 1999 order regarding the policy considerations behind the decision is illuminating:

The revenues generated by reciprocal compensation for that incoming traffic are most likely in excess of the cost of sending such traffic to ISPs. ISP-bound traffic is almost entirely incoming, so it generates significant reciprocal compensation payments from Bell Atlantic to CLECs, an imbalance which enables CLECs to increase their profits or to offer attractive rates and services to Internet service providers-or to do both. Not surprisingly, ISPs view themselves as beneficiaries of this "competition" and argue fervently in favor of maintaining reciprocal compensation for ISP-bound traffic. However, the benefits gained, through this regulatory distortion, by CLECs, ISPs, and their customers do not make society as a whole better off, because they come artificially at the expense of others.

Where an increase in income results from regulatory anomaly, rather than from greater competitive efficiency in the marketplace, a regulator is well advise[d] to take his thumb off the scale. We do so today. Arguing that we should not correct the distortions created by reciprocal compensation payments because they benefit ISPs

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<sup>6</sup> D.T.E. 97-116-C, Complaint of MCI WorldCom, Inc. against New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts for breach of interconnection terms entered into under Sections 251 and 252 of the Telecommunications Act of 1996. May 19, 1999.

<sup>7</sup> In the Matter of the Petition of Global NAPs Inc. for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Bell Atlantic-New Jersey, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996. Docket No. TO98070426. July 7, 1999.

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2 and their customers is much like saying that one should not encourage people to quit  
3 smoking, and so avoid adverse personal and public health consequences, merely  
4 because some members of society make a living growing tobacco. Decisions like  
5 this should be driven by concerns for overall societal welfare-and not by concern for  
6 preserving the hothouse environment of an artificial market niche (footnotes  
7 omitted).

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9 Additionally, New Jersey was persuaded that reciprocal compensation is not due for ISP-  
10 bound calls, because those calls are not local. The Board of Public Utilities was unswayed by the  
11 argument that the CLEC incurs costs to carry those calls, stating “[w]e expect that GNI will be  
12 compensated by its end user customers and/or by ISPs themselves for the ISP-bound traffic which  
13 it carries.”

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15 **Is Nextlink Precluded from Requesting Arrangements from the MFS Agreement  
16 Because it Was Approved Prior to Nextlink’s Agreement with U S WEST?**

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18 U S WEST had argued that in accordance with the discussion in the FCC’s First Report  
19 and Order<sup>8</sup>, carriers with existing agreements may only request arrangements from *subsequently*  
20 approved agreements. As such, Nextlink should not be permitted to opt into the reciprocal  
21 compensation provisions from the MFS agreement, because it was approved prior to Nextlink’s  
22 original agreement. Not only is this consistent with the language in the rule and the FCC’s order,  
23 it is the only interpretation of the “pick and choose” requirements that does not obliterate one of  
the basic principles of contract law – i.e., that a party is bound by the terms of the agreement.<sup>9</sup>

The Recommended Decision cites the FCC’s Rule 809 and paragraph 1316 from the  
FCC’s Local Competition Order to support the conclusion that the reference to a “subsequently  
negotiated” agreement is merely an illustration of how the Act applies to existing agreements, and

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<sup>8</sup> In the Matter of the Implementation of the Local Competition Rules of the Telecommunications Act of 1996. CC Docket No. 96-98, First Report and Order (August 8, 1996).

<sup>9</sup> U S WEST recognizes that even allowing a carrier to opt into subsequently approved provisions does violence to this contractual principle, but as the Supreme Court acknowledged, this is what the FCC rule contemplates.

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that the “. . . language does not limit the arrangements available to requesting carriers any more than the FCC’s reference to “negotiated” terms and conditions could be interpreted to exclude arbitrated provisions.”

Ultimately, the Recommended Decision concludes that Nextlink is not precluded from receiving arrangements from the MFS agreement because it was approved prior to Nextlink’s agreement with U S WEST. U S WEST believes that this conclusion goes too far, and potentially destroys any meaningful opportunity or obligation to negotiate. If Nextlink can choose reciprocal compensation under 252(i) now, can Nextlink choose bill and keep out of the AT&T agreement if traffic became out of balance in the other direction and U S WEST sought compensation? That is the result that this decision would produce. In fact, this decision would allow any carrier to choose any term from any contract at any time, depending on whether circumstances changed or the CLEC had made a bad decision about the terms it wanted. One would wonder why either party would bother to negotiate an agreement under those circumstances.

U S WEST believes that a very legitimate and reasonable interpretation of the Act and Rule 809, which does not violate the negotiation process established under Section 252(a), would be that the Rule’s reference to “any arrangement” in “any agreement” means “during the negotiation process.” Thereafter, CLECs with existing agreements should only be entitled to choose new terms and conditions that are approved subsequent to the effective date of their agreement.

**Is Nextlink Required to Negotiate with U S WEST Prior to Seeking Enforcement of its Rights under Section 252(i)?**

U S WEST continues to disagree with the conclusions drawn in this docket that Nextlink

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2 either properly notified U S WEST of its desire to opt into the MFS agreement or that Nextlink  
3 made a good faith effort to negotiate these issues with U S WEST. The Recommended Decision  
4 approves Nextlink’s unilateral opt-in, and concludes that, “U S WEST’s immediate rejection of  
5 Nextlink’s request relieved Nextlink of any further duty to specifically identify the arrangement or  
6 forebear from filing its petition.” Of course U S WEST rejected Nextlink’s request. As already  
7 decided by the ALJ, Nextlink’s decision to invoke the reciprocal compensation provisions in its  
8 own agreement was *not* self-executing, and as of the date of Nextlink’s “opt-in”, the FCC Rule  
9 that is the basis for that action was not even effective. The Recommended Decision acknowledges  
10 that the pick and choose rule was reinstated on June 10, 1999, but also states that Nextlink’s  
11 March notice was sufficient to invoke rights under that rule. As noted in earlier pleadings and  
12 affidavits, Nextlink did little more than inquire about reciprocal compensation, and U S WEST  
13 did little more than respond by saying, essentially, “your contract does not allow for it”, which  
14 was absolutely correct. Nothing can convince U S WEST that this constitutes a negotiation as  
15 contemplated by WAC 480-09-530.

16 **D. Did Nextlink Make its Request under Section 252(i) Within a Reasonable**  
17 **Period of Time?**

18 The ALJ finds that, “U S WEST’s proposal for a deadline-driven definition of a  
19 “reasonable period of time” is arbitrary, and inefficiently wastes valuable resources by requiring  
20 carriers to renegotiate interconnection agreements in their entirety upon expiration.” This leads to  
21 his conclusion that, “[i]t is in the public interest that incumbent carriers continue to make  
22 available arrangements from approved interconnection agreements to other requesting carriers  
23 unless provision of an arrangement is more costly, is not technically feasible, or the incumbent

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carrier demonstrates that the arrangement includes a term limiting the period of time it must be made available.”

The Recommended Decision specifically rejects U S WEST’s argument that the terms from the MFS agreement should not be available because the agreement has expired, stating that the effective period of the Nextlink agreement should apply to the opt-in provisions, and that the effective period of the MFS agreement is not part of the terms that Nextlink has requested. However, there is no basis in this record for this conclusion. Further, this result means that the effective period of an agreement is meaningless, and that even expired agreements could be resuscitated by another carrier with a longer effective period opting in to certain provisions of the expired agreement. Again, this does significant harm to the concept and the practice of contract negotiations.

U S WEST believes that the Recommended Decision effectively eliminates the “reasonable period of time” requirement from the FCC rule. The Recommended Decision should be modified to require carriers to act within a reasonable period of time to select contract provisions, which would preclude Nextlink from selecting the MFS provisions in this case.

**E. Does the Nextlink Agreement Require Commission Approval of an Alternate Compensation Plan in the Proceeding?**

U S WEST does not dispute the Recommended Decision on this issue, which is consistent with U S WEST’s position and with prior orders of the Commission. The ALJ correctly states that, “[t]he Commission Order approving the negotiated agreement between Nextlink and U S WEST plainly states that in the event that the parties modify or amend their approved Agreement, the modified or revised Agreement is deemed to be a new Agreement and must be

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submitted to the Commission for approval, prior to taking effect.” Thus, any provisions requiring reciprocal compensation must be submitted to the Commission and approved before they are effective.

**CONCLUSION**

The Recommended Decision is incorrect in its conclusions that ISP-bound traffic is local and that reciprocal compensation is due for that traffic. The Recommended Decision has improperly broadened the scope of both Section 252(i) and WAC 480-09-530. The Commission should modify those portions of the Recommended Decision as set forth herein.

Respectfully submitted this 19th day of August, 1999.

U S WEST Communications, Inc.

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Lisa A. Anderl, WSBA No. 13236