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June 6, 2001

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ex Parte Presentation

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: *Joint Application by Southwestern Bell for Provision of In-Region, InterLATA Services in Kansas and Oklahoma*, CC Docket No. 00-217

Application by Southwestern Bell for Provision of In-Region, InterLATA Services in Missouri, CC Docket No. 01-88

Dear Ms. Salas:

On behalf of SBC Communications Inc., I am writing to clarify some confusion that has emerged regarding the rates that are currently applicable in Oklahoma. On December 28, 2000, as part of its joint application for interLATA relief in Kansas and Oklahoma and as a compromise to allay certain concerns that some of the Oklahoma rates were too high, Southwestern Bell Telephone Company ("SWBT") agreed to a voluntary reduction of some of the Oklahoma recurring and non-recurring charges. Those reductions were described in detail in the December 28, 2000, ex parte letter.

When the Joint Application was filed, the relevant rates in Oklahoma were contained not only in the Oklahoma 271 Agreement ("O2A") but also in an optional appendix called the "Oklahoma Alternative Regulation Transition Plan" ("Alt Reg"). See Exhibit A. This Alt Reg appendix contained rates for certain elements that the Oklahoma Corporation Commission ("OCC") had specifically identified and that the OCC had substantially discounted. For the specific elements that were covered by the Alt Reg plan, the recurring rates were, in general, 25 percent lower than the comparable rate contained in the O2A, and the non-recurring rates were generally 35 percent lower.

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Although these Alt Reg discounts were available to all competitive local exchange carriers ("CLECs") in Oklahoma, the discounts were limited to those elements that the OCC had specifically identified. As part of its December 28, 2000, ex parte, SWBT voluntarily agreed to the following: for recurring rates, SWBT agreed to reduce the rates by 25 percent for all loops that had not already received an Alt Reg discount, subject to the condition that no rate would fall below the corresponding rate in Texas. For non-recurring rates, (1) SWBT extended the Alt Reg discounts to all cross-connect non-recurring charges for the term of the O2A; (2) SWBT reduced by 25 percent all non-recurring charges that had not been discounted under the Alt Reg plan; (3) where a non-recurring charge that had already received the Alt Reg discount was lower than the corresponding non-recurring charge prescribed by the Kansas Corporation Commission ("KCC"), SWBT made no further reduction; (4) where a non-recurring charge that had already received the Alt Reg discount was higher than the corresponding non-recurring charge prescribed by the KCC, SWBT discounted that charge by the same percentage as the corresponding Kansas non-recurring charge had been discounted; and (5) all of these discounts were subject to the condition that none of the Oklahoma non-recurring rates were to fall below the corresponding rate in Texas.

In implementing these voluntary discounts, SWBT made the modifications to the rates contained in the O2A. The reason for this was simply that the Alt Reg plan was the result of a separate order of the OCC that could not be unilaterally altered by SWBT or by anyone else. Conversely, the rates contained in the O2A were entirely within SWBT's control, so the reductions were implemented there. This created the anomaly that, for certain elements, the rates contained in the O2A were now lower than the rates contained in the Alt Reg plan. Yet this was not universally so, for the Alt Reg plan continued to contain other charges that were lower than those in the O2A. As SWBT explained to the Commission, at the time a CLEC orders a particular element, it must specify whether it wishes to order that element out of the O2A or out of the Alt Reg appendix. Because this must be done on a service order by service order basis, it is not possible to "mix and match" – e.g., to take the recurring rate for an element from the Alt Reg plan and the non-recurring rate for the same element from the O2A. The end result was that, although all of the reductions outlined in the December 28, 2000, ex parte letter were properly implemented in the O2A, the manner in which they were implemented meant that CLECs could not obtain the lowest recurring and the lowest non-recurring charges for each element that was offered as part of the Alt Reg plan.

SWBT has taken steps to eliminate this confusion. Attached to this letter is a document entitled "Supplement to O2A Appendix Oklahoma Alternative Regulation Transition Plan" followed by a new set of rates ("Supplement"). See Exhibit B. These rates reflect the lowest recurring and the lowest non-recurring charges available for every element that is covered by the Alt Reg plan. This Supplement, along with the original Alt Reg appendix, will be immediately available to any CLEC that accepts the O2A or that "MFNs" into the O2A Attachment UNE and all legitimately related provisions. The rates currently available in the O2A (which reflect, of course, all of the voluntary reductions offered in the December 28, 2000, ex parte letter) will not change. The only purpose of this Supplement is to ensure that, for those elements that are contained in the Alt Reg plan, a CLEC operating under and subject to the terms of the O2A or the O2A Attachment UNE and legitimately related terms can adopt the Alt Reg appendix and the

Magalie Roman Salas
June 6, 2001
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Ex Parte Presentation

Supplement and thereby obtain the lowest recurring and non-recurring rates available by indicating on the service order that it wishes to obtain the rates in the Alt Reg plan.

SWBT has issued an Accessible Letter dated today in which it describes the new rates contained in the Supplement. See Exhibit C. SWBT will negotiate in good faith any claims for refunds by CLECs that had the O2A and the Alt Reg plan but did not get the benefit of the further discounts reflected in the Supplement.

Pursuant to the Commission's rules governing ex parte communications, I am enclosing two copies of this letter. Please file stamp and return the additional copy. Thank you for your kind assistance in this matter.

Sincerely,

A handwritten signature in black ink that reads "Geoffrey M. Klineberg". The signature is written in a cursive style with a large, looping initial "G".

Geoffrey M. Klineberg

Attachments

cc: Tom Navin
Jim Carr
Richard Lerner
Aaron Goldschmidt
Layla Seirafi
Gary Remondino
Dana Joyce
ITS



A



ORIGINAL

**OPTIONAL APPENDIX TO INTERCONNECTION
AGREEMENT –**

**OKLAHOMA ALTERNATIVE REGULATION
TRANSITION PLAN**

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OKLAHOMA ALTERNATIVE REGULATION TRANSITION PLAN**1. TRANSITION PLAN**

- 1.1** As used herein, **SBC-OK** means the SBC affiliate ILEC doing business in Oklahoma.
- 1.2** **SBC-OK** will provide to competitive local exchange carrier(s) (CLEC) certain items as set out in the Oklahoma Alternative Regulation Transition Plan ("Transition Plan" or "Plan"), Docket PUD 99-613, including certain carrier-to-carrier promotions and discounts for Unbundled Network Elements (UNEs) to be used by CLEC to provision local service to end user customers in accordance with the terms and conditions described in the Plan. In order to qualify for such promotions or discounts, CLEC must have provisions in the Agreement containing the terms and conditions for provision of such services or unbundled elements.
- 1.3** The Parties agree to abide by and incorporate by reference into this Appendix the Oklahoma Alternative Regulation Transition Plan, which is attached hereto as Attachment A.
- 1.4** This Appendix terminates the earlier of (1) the date this Agreement itself terminates, without reference to this Appendix, or (2) the date **SBC-OK's** obligations cease under the Transition Plan.

2. DEFINED TERMS; DATES OF REFERENCE

- 2.1** Unless otherwise defined in this Appendix, capitalized terms shall have the meanings assigned to such terms in the Agreement without reference to this Appendix and in the Transition Plan.
- 2.2** For purposes of calculating the intervals set forth in the Transition Plan concerning carrier-to-carrier promotions:
- 2.2.1** the Promotional Window, as described in the Plan, begins on June 15, 2000.
- 2.3** "Transition Plan" or "Plan" means the Oklahoma Alternative Regulation Transition Plan, Docket PUD 99-613, attached hereto as Attachment A.
- 2.4** Promotional Discounts mean those discounts specifically identified in the Transition Plan.

3. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL PORTS AND PORT FEATURES

- 3.1 **SBC-OK** will provide CLEC access to unbundled Analog DID Trunk Port(s) and DS1 Trunk Port(s) for use by CLEC in providing local service to customers at the rates and on the terms and conditions set forth in the Transition Plan for the period specified in the Plan. Promotional Discounts are also available for Personalized Ring and Hunting Arrangement in association with the purchase of an unbundled port.
- 3.2 Unless **SBC-OK** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Port and port features provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-OK**, then upon expiration of the Promotional Discount for any unbundled Local Port and port features, the port features shall automatically convert to an appropriate **SBC-OK** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix. Where there are no terms for such offering in the Agreement without reference to this Appendix and there is no applicable tariff, the Parties shall meet within 30 days of a written request to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively to the date of expiration of the Promotional Discount. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

4. PROMOTIONAL DISCOUNTS ON UNBUNDLED LOCAL LOOPS AND LOOP CROSS CONNECTS

- 4.1 **SBC-OK** will provide CLEC access to unbundled 2-Wire Analog Loop(s), 2-Wire Digital Loop(s), 4-Wire Digital Loop(s) and the appropriate Cross Connect for use by CLEC in providing local service to end user customers at the rates and on the terms and conditions set forth in the Transition Plan for the period specified therein.
- 4.2 Unless **SBC-OK** receives thirty (30) days advance written notice with instructions to terminate the unbundled Local Loop and Cross Connect provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-OK**, then upon expiration of the Promotional Discount for any unbundled Local Loop, the loop shall automatically convert to an appropriate **SBC-OK** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix. Where there are no terms for such offering in the Agreement without reference to this Appendix, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively to the date of the

expiration of the Promotional Discount. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

5. **PROMOTIONAL DISCOUNTS ON UNBUNDLED DS1 INTEROFFICE TRANSPORT**

- 5.1 **SBC-OK** will provide CLEC access to unbundled DS1 Interoffice Transport for use by CLEC in providing local service to customers at the rates and on the terms and conditions set forth in the Transition Plan for the period specified therein.
- 5.2 Unless **SBC-OK** receives thirty (30) days advance written notice with instructions to terminate the unbundled DS1 Interoffice Transport provided with the Promotional Discount or to convert such service to an available alternative service provided by **SBC-OK**, then upon expiration of the Promotional Discount for any DS1 Interoffice Transport, the transport shall automatically convert to an appropriate **SBC-OK** product/service offering pursuant to the terms and conditions of the Agreement without reference to this Appendix. Where there are no terms for such offering in the Agreement without reference to this Appendix, the Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply retroactively. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement

6. **PROMOTIONAL UNE PLATFORM**

- 6.1 **SBC-OK** will provide to CLEC, at the rates, terms and conditions and for the period of time contained in the Transition Plan, promotional end-to-end combinations of UNEs (the “promotional UNE platform”) to enable CLEC to provide POTS service. The promotional UNE platform may be used to provide exchange access services in combination with these services. For purposes of this Paragraph, the promotional UNE platform is a combination of all network elements offered by **SBC-OK** that are used to provide residential or business POTS service. When **SBC-OK** provides the promotional UNE platform for a reconfiguration of existing POTs to a UNE assembly, CLEC will pay a sum equal to the total of the charges (both recurring and nonrecurring) for each individual UNE and cross connect. Where a new assembly of elements is required, CLEC will also pay the “Glue Charge” described in Attachment A, A.7, to compensate **SBC-OK** for combining such elements on CLEC's behalf. Provision of the promotional UNE platform is subject to compliance with the provisions of the Transition Plan.

7. PROMOTIONAL DISCOUNTS ON SERVICE ORDER CHARGES

- 7.1 **SBC-OK** will provide CLEC with Promotional Discount rates for Service Order Charges associated with manually handled service orders placed within the Promotional Period.
- 7.2 If the CLEC does not qualify for the promotional UNE Service Order Charges, or if the promotional discount is no longer available for any reason, CLEC's payment for the Service Order Charges associated with UNE orders shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. Should such provisions not be contained in the Agreement without reference to this Appendix, **SBC-OK's** billing and CLEC's payment will be at a generic price. The Parties shall meet within 30 days of a written request to do so to negotiate mutually acceptable rates, terms and conditions that shall apply on a going forward basis. If the Parties are unable to reach agreement within 60 days of the written request to negotiate, any outstanding disputes shall be handled in accordance with the Dispute Resolution procedures in the Agreement.

8. PROMOTIONAL NON-RECURRING CHARGE BILLING ARRANGEMENT FOR NEW RESIDENTIAL SERVICE

If specifically requested on each CLEC-submitted residential UNE service order for initial installation of service during the Promotional Window, **SBC-OK** will provide to CLEC a Promotional Billing Arrangement for the non-recurring charges for the initial installation of the UNE residence service. **SBC-OK** will bill the CLEC fifty percent (50%) of the non-recurring charge for the initial installation of residence service and bill the residual fifty percent (50%) seven (7) months later, unless the CLEC provides written documentation to **SBC-OK** to demonstrate that this customer is no longer receiving continuous telecommunications services from that CLEC. 8.2 If the CLEC does not qualify for the promotional Billing Arrangement, or if the promotional discount is no longer available for any reason, CLEC's payment for the non-recurring charges associated with UNE orders shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix.

9. CONFLICTING CONDITIONS

- 9.1 If the Transition Plan, as described in this Appendix, contains offerings which are similar to the conditions imposed by the FCC upon **SBC-OK** in connection with the SBC/Ameritech merger, CLEC shall have the right to invoke the relevant terms of the Transition Plan in this Appendix regardless of whether CLEC has already invoked the substantially similar conditions imposed by the FCC SBC/Ameritech Merger Conditions. CLEC is entitled to select either the Merger

Condition Promotional Discounts or the Transition Plan Promotional Discounts on each local service order initiated by CLEC.

- 9.2 Promotional pricing provided within this Appendix may not be applied in addition to (e.g., “stacked with”) **any other promotion(s)**, including the Promotional Discounts offered under the FCC SBC/Ameritech Merger Conditions for any single service, UNE, or combination of UNEs. If this Appendix is adopted as an amendment to the Oklahoma 271 Agreement (O2A), CLEC may obtain the UNE pricing described in Exhibit 1 to O2A Appendix Pricing – UNE in addition to Transition Plan Promotional Discounts, are subject to the terms and conditions of this section.

10. SUSPENSION OR TERMINATION OF CONDITIONS

- 10.1 If the Transition Plan or any of the provisions of the Transition Plan which have been incorporated herein by reference are overturned, amended or modified, as a result of any order or finding by the Commission, a court of competent jurisdiction or other governmental and/or regulatory authority, any impacted promotional discounts and other provision described in this Appendix shall be automatically and without notice suspended as of the date of such termination or order or finding and shall not apply to any product or service purchased by CLEC or provisioned by **SBC-OK** after the date of such termination or order or finding. Thereafter, **SBC-OK's** continued provision and CLEC's payment for any service or item originally ordered or provided under this Appendix shall be governed by the rates, terms, and conditions as currently contained in the Agreement without reference to this Appendix. In the event that the Commission, modifies, adds or deletes any promotional offerings set forth herein, the Parties agree that the Commission's final order shall control and shall take precedence over the Transition Plan terms and conditions set forth herein.

OKLAHOMA ALTERNATIVE REGULATION TRANSITION PLAN

Approved November 30, 1999

Docket PUD 99-613

A. UNBUNDLED NETWORK ELEMENTS

1. **The Transition Plan provides for promotional discounts (“Promotional Discounts”), as shown on the attached document “UNE Rates,” on rates for certain unbundled network elements (UNEs) established in the PUD 97-213 cost docket proceeding, Order No. 424864 (“Cost Docket”). All other UNE rates set in the Cost Docket which are not subject to the Promotional Discounts will remain at the rates set forth in the Cost Docket or under any applicable interconnection agreement, until further order of the Commission.**
2. **The Promotional Discounts shall be offered by SWBT and made available to be ordered by any requesting CLEC during a promotional window of time (“Promotional Window”), as defined below in paragraphs A.3 and A.4. The Promotional Discounts shall remain in effect and not expire or terminate during a promotional period, as defined below in paragraphs A.3 and A.5 (“Promotional Period”).**
3. **The Promotional Window as defined in this paragraph and paragraph A.4 below and the Promotional Period as defined in Paragraph A.5 below shall begin on the date SWBT specifies in its election to participate filed pursuant to the Oklahoma Corporation Commission’s.**
4. **The Promotional Window to order UNEs or UNE-Ps at the discounts shown on the attached document “UNE Rates” shall end on the earlier of the Time Limitation or Line Threshold Limitation:**
 - (a) **The time limitation (“Time Limitation”) shall be:**
 - (1) **five years after the commencement of the Promotional Period for service to residential customers in zones 1, 2 and 3;**
 - (2) **five years after the commencement of the Promotional Period for service to business customers in zones 1 and 2; and**
 - (3) **four years after the commencement of the Promotional Period for service to business customers in zone 3.**

- (b) The line threshold limitation (“Line Threshold Limitation”) shall be applied by type of service (business or residential) and by exchange, and shall be as follows:
- (1) When the number of residential access lines provisioned by competitive local exchange carriers (CLECs) in the aggregate in an exchange equals or exceeds twenty-five percent (25%) of the total residential access lines in that exchange as defined in (A)(4)(b)(3)(iv) following, then the Promotional Discounts for new UNEs or UNE-P arrangements for residential service shall terminate in that exchange.
 - (2) When the number of business access lines provisioned by CLECs in the aggregate in an exchange equals or exceeds twenty-five percent (25%) of the total business access lines in that exchange as defined in (A)(4)(b)(3)(iv) of the Stipulation, then the Promotional Discounts for new UNEs or UNE-P arrangements for business service shall terminate in that exchange.
 - (3) The calculations set forth in preceding subsections (1) and (2) shall be made in accordance with the following rules:
 - (i) the number of SWBT access lines provisioned by CLECs shall exclude any access lines provisioned by CLECs that are affiliated with SWBT;
 - (ii) the number of SWBT access lines provisioned by CLECs shall only include access lines provisioned after the commencement of the Promotional Period;
 - (iii) the number of access lines provisioned by CLECs shall include only access lines with respect to which a CLEC utilizes these Promotional Discounts, or the promotional merger discounts specified in the Conditions to the Memorandum Opinion and Order of the Federal Communications Commission in connection with the merger of SBC Communications Inc. and Ameritech Corporation, FCC 99-279 (the SBC/Ameritech Merger Conditions); and
 - (iv) the total business or residential access lines of SWBT in an exchange shall be determined as of the last day of the month in which the Promotional Period begins.

5. The Promotional Discounts provided in attached UNE Rates document shall remain in effect for the Promotional Period which shall be defined as a period of five years from the effective date specified in SWBT's election to participate with respect to UNE/UNE-P arrangements ordered during the Promotional Window.
 - (a) If the Promotional Window in any exchange expires because the Line Threshold Limitation in that exchange has been met then CLECs shall no longer be entitled to order additional UNEs or UNE-P arrangements at the Promotional Discount rate for that type of service in that exchange, but the Promotional Discounts applicable to UNEs or UNE-P arrangements ordered during the Promotional Window will continue in effect for five years after the commencement of the Promotional Period, unless the Commission has ordered and SWBT has implemented new UNE rates applicable for that zone pursuant to paragraph 8 below.
 - (b) With respect to service to business customers in zone 3 where the Line Threshold Limitation has not been met, then CLECs shall no longer be entitled to order additional UNEs or UNE-P arrangements at the Promotional Discount rate for that type of service in that exchange after four years after the commencement of the Promotional Period, but the Promotional Discounts applicable to UNEs or UNE-P arrangements ordered during the Promotional Window will continue in effect for five years after the commencement of the Promotional Period, unless the Commission has ordered and SWBT has implemented new UNE rates applicable for that zone pursuant to paragraph 8 below.
6. SWBT shall provide notice when 50%, 80% and 100% of the Line Threshold Limitation for business service or residence service in an exchange has been attained. Such notice shall be provided by written or e-mail notice to all CLECs who are certificated in the State of Oklahoma, the Attorney General, the Commission PUD Staff and by posting that information on SWBT's website.
7. The "Glue Charge" (network component service) for new combinations required for UNE-P service during the Promotional Period will be a \$5.00 non-recurring charge with the recurring Glue Charge waived for the Promotional Period but will be limited to a quantity not to exceed the Line Threshold Limitation in each exchange by service. There is no Glue Charge for existing combinations of UNEs. Existing combinations of UNEs include (a) service provided by SWBT to its customers, (b) service provided by any CLEC under resale, and (c) service provided by any CLEC under UNE-P. The inclusion of a non-recurring Glue Charge in this Stipulation has no precedential effect in this State or any other state, since Glue Charges were not considered in the Cost Docket. The parties also acknowledge that SWBT is not obligated to combine UNE elements except

as agreed upon in the SBC/Ameritech Merger Conditions or as otherwise may be required by law.

8. A new cost proceeding shall not be initiated to change the UNE rates established in the Cost Docket earlier than two years from the date of the commencement of the Promotional Period. No change in the UNE rates established in the Cost Docket will be implemented for any zone until the earlier of five (5) years from the date the Promotional Period begins as specified in SWBT's election to participate or until the Line Threshold Limitation for business service and residence service individually are met in the majority of SWBT exchanges within that particular zone. If the Commission orders new cost docket rates, and if the above Line Threshold Limitation has been met in the majority of SWBT's exchanges in that zone prior to the fifth year anniversary of the date of the commencement of the Promotional Period, then SWBT will implement the new cost docket rates for that zone and all Promotional Discounts will be discontinued for that service in that zone for existing and new UNEs, including the Promotional Discounts on recurring rates, nonrecurring charges, recurring Glue Charges (network component service) and nonrecurring Glue Charges (network component service), and the 50%/50% non-recurring billing arrangement set forth in paragraph 10 below. This paragraph does not apply to the cost proceeding required in the SBC/Ameritech Merger Conditions for loop conditioning.
9. For the UNE/UNE-P arrangements ordered during the Promotional Window, at the option of the CLEC, SWBT would charge the CLEC fifty percent (50%) of the non-recurring charge for the initial installation of residence service and bill the residual fifty percent (50%) seven (7) months later, unless the CLEC provides written documentation to SWBT to demonstrate that this customer is no longer receiving continuous telecommunications services from that CLEC.

B. SERVICE BASKETS

Also attached is a document which identifies the service baskets contained in the new Commission rule and the tariff sections that are associated with each basket.

C. RATEPAYER BENEFITS

1. SWBT will contribute \$30 million to the Oklahoma Academy for State Goals for the establishment of an education information technology fund. The fund will be managed by a seven (7) person board of trustees ("The Board") that includes the following members:
 - Two members selected by the Oklahoma Academy for State Goals
 - A member representing the Oklahoma Education Association

- A member representing the Cooperative Council for Oklahoma School Administration
- A member representing the Oklahoma State School Boards Association
- A member representing the Oklahoma Vocational Association
- An independent investment professional jointly selected by the other members of the Board

The Board will be responsible for establishing the fund as a private endowment and establishing the policies and procedures for the fund, including the investment and expenditure of all funds.

2. SWBT will waive the Oklahoma Universal Service Fund (“OUSF”) charge on retail basic local residence service access lines and basic local business service access lines for five years from the date specified in SWBT’s election to participate
3. SWBT commits to work with the Commission and the Attorney General in a separate proceeding on SWBT’s bill format review.

D. INFRASTRUCTURE DEVELOPMENT

1. SWBT, through one or more of its affiliates, will deploy ADSL technology and commits to invest incremental capital above normal capital expenditures (annual documentation to be provided by SWBT to the Commission stating the incremental investments) in 22 non-metro cities and further deploy additional facilities in Oklahoma City and Tulsa for the provisioning of ADSL. Also attached is a map outlining the 22 non-metro cities in which ADSL will be deployed.
2. SWBT will invest incremental capital above normal capital expenditures to replace all remaining analog switches in the state with digital switches, replace other switches not capable of providing some selected optional services like Caller-ID.



80000 SERIES
10W P.C.W.



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Supplement to

O2A

APPENDIX OKLAHOMA ALTERNATIVE REGULATION TRANSITION PLAN

BY AND BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY ("SWBT")

AND

CLEC

- (1) SWBT and CLEC are parties to an Oklahoma O2A Interconnection Agreement or are parties to an Interconnection Agreement in which CLEC has adopted the Oklahoma O2A Attachment UNE and legitimately related terms;
- (2) The date of the Agreement is _____;
- (3) SWBT and CLEC have agreed that CLEC will adopt Appendix Oklahoma Alternative Regulation Transition Plan;
- (4) SWBT and CLEC hereby agree that this Supplement represents voluntary modification of rates offered pursuant to the O2A Appendix Oklahoma Alternative Regulation Transition Plan, is offered only as a supplement to Oklahoma Alternative Regulation Transition Plan appended to the O2A or Interconnection Agreement containing the O2A Attachment UNE, and is offered only in connection with and subject to the terms and conditions of the O2A or Interconnection Agreement containing the O2A Attachment UNE and legitimately related terms, including but not limited to the Term of Agreement.

Appendix Oklahoma Alternative Regulation Transition Plan to the O2A Interconnection Agreement or the Interconnection Agreement containing the O2A Attachment UNE ("the Agreement") by and between Southwestern Bell Telephone Company ("SWBT") and ("CLEC") is hereby modified as follows:

- (1) Addition of attached document "Supplement to O2A Appendix Oklahoma Alternative Regulation Transition Plan -- Price Modification"
 - (2) TRANSITION APPENDIX RATES ("Promotional Discounts"), as defined in Appendix Oklahoma Alternative Regulation Transition Plan, are modified and
-

replaced by the rates shown on the attached Supplement to O2A Appendix Oklahoma Alternative Regulation Transition Plan -- Price Modification

- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AMENDMENT AND APPENDIX OKLAHOMA ALTERNATIVE REGULATION TRANSITION PLAN, SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof
- (4) In the event this "Supplement to O2A Appendix Oklahoma Alternative Regulation Plan – Price Modification" is applied to an Interconnection Agreement containing the O2A Attachment UNE and legitimately related terms, the rates expire upon the termination of the O2A Attachment UNE and legitimately related terms or upon the expiration of the Interconnection Agreement, whichever is earlier.
- (5) This Modification shall be filed with and is subject to approval by the Oklahoma Corporations Commission and shall become effective upon approval of the Commission.

IN WITNESS WHEREOF, this Supplement to O2A Appendix Oklahoma Alternative Regulation Transition Plan was exchanged in triplicate on this _____ day of _____, 2001, by SWBT, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CLEC

Southwestern Bell Telephone Company

**By: SBC Telecommunications, Inc.,
Its authorized agent**

By: _____ By: _____

Title: _____ Title: President – Industry Markets

Name: _____ Name: _____

(Print or Type)

(Print or Type)

Date: _____

Date: _____

*Supplement to O2A Appendix Oklahoma Alternative Regulation Transition Plan -- Price Modification							
Line	Change/ Updates	Elements/Service	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
		Unbundled Loops					
		2-Wire Analog Zone 1 (Rural)	U21	\$ 26.25	\$ 24.38	\$ 10.17	
		2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.65	\$ 24.38	\$ 10.17	
		2-Wire Analog Zone 3 (Urban)	U21	\$ 12.14	\$ 24.38	\$ 10.17	
		2-Wire Analog UNE-P Zone 1 (Rural)	RB9	\$ 26.25	\$ 24.38	\$ 10.17	
		2-Wire Analog UNE-P Zone 2 (Suburban)	RB9	\$ 13.65	\$ 24.38	\$ 10.17	
		2-Wire Analog UNE-P Zone 3 (Urban)	RB9	\$ 12.14	\$ 24.38	\$ 10.17	
		2-Wire Digital Zone 1(Rural)	U2Q	\$ 54.65	\$ 60.61	\$ 23.83	
		2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 37.54	\$ 60.61	\$ 23.83	
		2-Wire Digital Zone 3 (Urban)	U2Q	\$ 37.03	\$ 60.61	\$ 23.83	
		4-Wire Digital Zone 1(Rural)	U4D1X	\$ 124.93	\$ 107.37	\$ 42.32	
		4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 107.15	\$ 107.37	\$ 42.32	
		4-Wire Digital Zone 3 (Urban)	U4D1X	\$ 121.15	\$ 107.37	\$ 42.32	
		Loop Cross Connects					
		2-Wire Analog Loop to Collocation	UCXC2	\$ 1.58	\$ 30.25	\$ 23.51	
		2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 0.45	\$ 35.15	\$ 20.27	
		4-Wire Analog Loop to Collocation	UCXC4	\$ 3.13	\$ 46.51	\$ 38.05	
		4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 0.90	\$ 43.78	\$ 28.31	
		2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 1.58	\$ 30.25	\$ 23.51	
		2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 0.45	\$ 35.15	\$ 20.27	

Line	Change/ Updates	Elements/Service	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
		4-Wire Digital Loop to Collocation	(UCXHX) under development	\$ 6.68	\$ 66.11	\$ 43.73	
		4-Wire Digital Loop to Collocation (without testing)	UDLD4	N/A	N/A	N/A	
		2-Wire Analog Loop to Analog Line Port	UDLX2	N/A	\$ 30.25	\$ 30.25	
		Switch Ports					
		Analog Line Port - Zone 1 (Rural)	RBQ	\$ 2.58	\$ 1.20	\$ 1.20	
		Analog Line Port - Zone 2 (Suburban)	RBQ	\$ 2.21	\$ 1.20	\$ 1.20	
		Analog Line Port - Zone 3 (Urban)	RBQ	\$ 2.18	\$ 1.20	\$ 1.20	
		Analog DID Trunk Port	U5P	\$ 13.74	\$ 60.27	\$ 56.01	
		DS1 Trunk Port	U9Z	\$ 84.42	\$ 144.09	\$ 106.62	
		Analog Line Port Features/per arrangement					
		Personalized Ring	DRS	None	\$ 0.89	None	
		Personalized Ring - DN1	DRS1X	None	\$ 3.27	None	
		Personalized Ring - DN2	DRS2X	None	\$ 3.27	None	
		Hunting Arrangement	NR931	None	\$ 10.76	None	
		Local Switching					
		Local Switching-Per Originating or Terminating MOU Zone 1(Rual)	ZZULS	\$ 0.002850	None	None	
		Local Switching-Per Originating or Terminating MOU Zone 2(Suburban)	ZZULS	\$ 0.001887	None	None	
		Local Switching-Per Originating or Terminating MOU Zone 3(Urban)	ZZULS	\$ 0.002041	None	None	
		Local Switching-SS7 Signaling per call	ZZUU7	\$ 0.000200	None	None	
		Common Transport					
		Common Transport Termination Per Minute of Use Zone 1 (Rural)	ZZUCT	\$ 0.000374	None	None	

Line	Change/ Updates	Elements/Service	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
		Common Transport Termination Per Minute of Use Zone 2 (Suburban)	ZZUCT	\$ 0.000212	None	None	
		Common Transport Termination Per Minute of Use Zone 3 (Urban)	ZZUCT	\$ 0.000240	None	None	
		Common Transport Termination Per Minute of Use (Interzone)	ZZUCT	\$ 0.000147	None	None	
		Common Transport Facility Per Minute, Per Mile Zone 1 (Rural)	ZZUCT	\$ 0.000020	None	None	
		Common Transport Facility Per Minute, Per Mile Zone 2 (Suburban)	ZZUCT	\$ 0.000036	None	None	
		Common Transport Facility Per Minute, Per Mile Zone 3 (Urban)	ZZUCT	\$ 0.000007	None	None	
		Common Transport Facility Per Minute, Per Mile (Interzone)	ZZUCT	\$ 0.000002	None	None	
		Tandem Switching					
		Tandem Switching Per Minute Of Use	ZZUTA	\$ 0.000794	None	None	
		Blended Transport					
		Blended Transport Zone 1 (Rural)	ZZUBT	\$ 0.000729	None	None	
		Blended Transport Zone 2 (Suburban)	ZZUBT	\$ 0.000682	None	None	
		Blended Transport Zone 3 (Urban)	ZZUBT	\$ 0.000546	None	None	
		Unbundled Dedicated Transport (UDT)					
		UDT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 111.74	\$ 147.19	\$ 116.88	
		UDT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 69.14	\$ 147.19	\$ 116.88	
		UDT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 78.09	\$ 147.19	\$ 116.88	

Line	Change/ Updates	Elements/Service	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
		UDT-DS1 Interoffice Transport, First Mile - (Interzone)	ULNHS	\$ 105.30	\$ 147.19	\$ 116.88	
		UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 5.76	None	None	
		UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 10.63	None	None	
		UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 2.24	None	None	
		UDT-DS1 Interoffice Transport, Each Additional Mile - (Interzone)	ULNHS	\$ 2.24	None	None	
		Service Order Charges					
		Manual New - Simple	NRBUQ	None	\$ 23.38	None	
		Manual Change - Simple	NRBUO	None	\$ 22.53	None	
		Manual Record - Simple	NRBUU	None	\$ 13.97	None	
		Manual Disconnect - Simple	NRBUW	None	\$ 11.69	None	
		Manual Suspend - Simple	NRBJZ	None	\$ 13.97	None	
		Manual Restore - Simple	NRBJ9	None	\$ 13.97	None	
		Manual Expedited - Simple	(NRBUQ)	None	\$ 22.53	None	
		Manual Customer Not Ready - Simple	(NRBUQ)	None	\$ 22.53	None	
		Manual Due Date Change or Cancellation - Simple	(NRBUQ)	None	\$ 22.53	None	
		Manual New - Complex	NRBUR	None	\$ 95.55	None	
		Manual Change - Complex	NRBUP	None	\$ 62.56	None	
		Manual Record - Complex	NRBUV	None	\$ 62.17	None	
		Manual Disconnect - Complex	NRBUX	None	\$ 52.41	None	
		Manual Suspend - Complex	NRBJ7	None	\$ 62.56	None	
		Manual Restore - Complex	NRBJ8	None	\$ 62.56	None	
		Manual Expedited - Complex	(NRBUR)	None	\$ 91.93	None	
		Manual Customer Not Ready - Complex	(NRBUR)	None	\$ 91.93	None	

Line	Change/ Updates	Elements/Service	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
		Manual Due Date Change or Cancellation - Complex	(NRBUR)	None	\$ 91.93	None	
		Electronic New - Simple	NR9W2	None	\$ 3.33	None	
		Electronic New - Complex	NRBGX	None	\$ 3.33	None	
		Electronic Change - Simple	NR9GG	None	\$ 3.33	None	
		Electronic Record - Simple	NR9GU	None	\$ 3.33	None	
		Electronic Disconnect - Simple	NR9GZ	None	\$ 3.33	None	
		Electronic Suspend - Simple	NRBJ5	None	\$ 3.33	None	
		Electronic Restore - Simple	NRBJ6	None	\$ 3.33	None	
		Electronic Expedited - Simple	(NR9W2)	None	\$ 3.33	None	
		Electronic Customer Not Ready - Simple	(NR9W2)	None	\$ 3.33	None	
		Electronic Due Date Change or Cancellation - Simple	(NR9W2)	None	\$ 3.33	None	
		UNE Combining Charge - "Glue Charge"	R2RLP	None	\$ 5.00	\$ 5.00	
		* The Oklahoma Alternative Regulation Transition Plan, Docket PUD 99-613, provides for promotional discounts on rates for certain unbundled network elements established in the PUD 97-213 cost docket proceeding, Order No. 424864.					



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Accessible

 Southwestern Bell



“Notification of Supplement to the Promotions Related Alternative Regulation Transition Plan - Oklahoma”

Date: June 6, 2001

Number: CLECO##_###

Contact: Southwestern Bell Account Manager

Southwestern Bell Telephone (SWBT) is offering a supplement to the Alternative Regulation Transition Plan as offered in Accessible Letter - CLECO00-028. The supplement includes modified promotional pricing for specific Unbundled Network Elements (UNEs) ordered by CLECs in Oklahoma.

The modified Promotional Discounts will be offered by SWBT and made available for order by CLECs who accept or have accepted an O2A agreement or adopt or have adopted the O2A Attachment UNE (with all legitimately related terms and conditions) and adopt or have adopted the Appendix Oklahoma Alternative Regulation Transition Plan. The Promotional Discounts will be offered by SWBT and made available to the CLECs for a period not to exceed the term of the O2A.

Order forms are available on the web site <https://clec.sbc.com> in Oklahoma Customer Handbook to request the Oklahoma Alternative Regulation Transition Plan and the supplement to the plan. Questions may also be referred to your Southwestern Bell Account Manager.

IF YOU HAVE DIFFICULTIES WITH THE FAX OR E-MAIL TRANSMISSION OF THE DOCUMENT, PLEASE

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