

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	<p><i>internet service providers ("ISPs")?</i></p>	<p><u>traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within a given local calling area, or expanded area service ("EAS") area (based on the rate center point of the originating and terminating NPA-NXXs of the callers), as defined in VZ-VA's effective Customer Tariffs. For the purposes of Reciprocal Compensation, Local Traffic includes Internet Traffic.</u></p> <p><u>5.7.1 ...Reciprocal Compensation shall apply to Internet Traffic handed off from one Party to the other Party via the switched network for delivery to an Internet Service Provider ("ISP") for carriage over the Internet.</u></p> <p><i>Section 5.7 of AT&T's proposed agreement set forth contract terms and conditions that are necessary and appropriate concerning compensation rates when AT&T's switch centers provide the same geographical coverage as Verizon's tandems.</i></p> <p><i>5.7 Reciprocal Compensation Arrangements - Section 251(b)(5)</i></p> <p><i>Reciprocal Compensation</i></p>	<p><u>the Commission of their progress in negotiating a resolution of this Issue I.5.]</u></p> <p><u>The following description of Cox's rationale is based on the language previously provided by the parties, and may be modified based on any new proposal from Verizon:</u></p> <ul style="list-style-type: none"> <u>• The Act does not single out types of traffic to be excluded from reciprocal compensation. § 251(b)(5).</u> <u>• The Virginia State Corporation Commission has ruled that ISP traffic is subject to reciprocal compensation. See the order issued in VSCC Case No. PUC970069, on October 24, 1997.</u> <u>• The U.S. Court of Appeals vacated and remanded the commission's Declaratory Ruling in which the Commission had adopted a "one call" theory for calls to ISPs. See Verizon v. FCC, 206 F.3d 1 (D.C. Cir. 2000).</u> <p><i>The law does not distinguish traffic based upon whether or not it is bound for an ISP. Therefore, for the purpose of reciprocal compensation, ISP-bound traffic is local traffic for which reciprocal compensation is due. The SCC's long-standing policy of treating ISP-bound traffic as subject to reciprocal compensation should be affirmed and continued by the Commission in this arbitration. Recent regulatory and judicial decisions do not limit the authority of a state regulatory commission – or in this case, the Commission substituting for the state commission – to continue such a policy. Providing for payment of reciprocal compensation was sound policy when approved by the Virginia State Corporation Commission and continues to promote competition. Thus, there is no reason to rule other than to affirm the precedent providing for reciprocal compensation when the customer is an internet service provider.</i></p>	<p>(Extended Area Service, "EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scope traffic (i.e., traffic that under an optional rate package chosen by the Customer terminates outside of the Customer's basic exchange serving area). IntraLATA calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis are not considered Local Traffic. Local Traffic does not include any Internet Traffic.</p> <p><u>Cox: § 5.7.2(d)</u> <u>No Reciprocal Compensation shall apply to Internet Traffic.</u></p> <p><u>1.39 "Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within a given local calling area, or expanded area service ("EAS") area, as defined in Verizon's effective Customer Tariffs. Local Traffic does not include Internet Traffic.</u></p> <p><i>AT&T: § 5.7.4</i> <i>No Reciprocal Compensation</i></p>	<p>bound traffic.</p>

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		<p>arrangements address the transport and termination of Local Traffic, including IntraLATA Toll Traffic for the purposes of reciprocal compensation, except as provided in Section 5.7.2. VZ's delivery of Traffic to AT&T that originates with a third carrier is addressed in Subsection 7.3. Where AT&T delivers Traffic (other than Local Traffic) to VZ, (except as may be set forth herein or subsequently agreed to by the Parties), AT&T shall pay VZ the same amount that such carrier would have paid VZ for termination of that Traffic at the location the Traffic is delivered to VZ by AT&T. Compensation for the transport and termination of traffic not specifically addressed in this Subsection 5.7 shall be as provided elsewhere in this Agreement, or, if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic. VZ shall provide prior notice to AT&T of any VZ filing to the Commission that would alter the classification of particular traffic as local or intraLATA toll Traffic.</p> <p>5.7.1 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's</p>		<p>shall apply to Internet Traffic. If the amount of traffic (excluding Toll Traffic) that Verizon delivers to AT&T exceeds twice the amount of traffic that AT&T delivers to Verizon as Local Traffic ("2:1 ratio"), then the amount of traffic that Verizon delivers to AT&T in excess of such 2:1 ratio shall be presumed to be Internet Traffic and shall not be subject to Reciprocal Compensation.</p>	

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		<p><i>Customers may make calls which that Party rates as "local" in its Customer Tariffs.</i></p> <p><i>5.7.2 The Parties shall compensate each other for the transport and termination of Local Traffic, including IntraLATA Toll Traffic, in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Subsection 5.7.2.1, below. These rates are to be applied at the AT&T-IP for traffic delivered by VZ, and at the VZ-IP for traffic delivered by AT&T. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the VZ-IP or the AT&T-IP, except as set forth in Exhibit A. When Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the Toll Traffic shall be prorated and applied only to the Toll Traffic.</i></p> <p><i>5.7.2.1 AT&T will pay VZ the approved rate for termination of Local Traffic at the Tandem Office rate (including both transport and End Office</i></p>			

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		<p><i>termination) for Local Traffic AT&T delivers to VZ via tandem trunks, and AT&T will pay VZ the approved rate for End Office termination for Local Traffic AT&T delivers to VZ via end office trunks. VZ will pay AT&T the approved Tandem Office rate set forth in Exhibit A for Local Traffic VZ delivers to AT&T.</i></p> <p><i>5.7.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.</i></p> <p><i>5.7.4 Compensation for transport and termination of all Traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 14 shall be as specified in Subsection 14.5.</i></p> <p><i>5.7.5 Each Party reserves the right to measure and audit all Traffic and to ensure that proper rates are being applied provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies.</i></p>			

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		<p><i>Each Party agrees to provide the necessary Traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit. Except as otherwise provided herein, audits shall be conducted pursuant to Section 28.10.</i></p> <p><i>5.7.6 The transport for alternate-billed calls (e.g. collect, calling card, and third party billed calls) will be billed in accordance with the applicable provisions of this agreement. The Parties will mutually arrange for settlement of intraLATA intrastate alternate-billed calls (e.g. collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in Virginia.</i></p> <p><i>5.7.7 Where AT&T provides service to an AT&T Customer using any combination of Network Elements that includes the unbundled local switching Network Element, the Parties shall adopt a "bill and keep" compensation arrangement for Local Traffic. Under this compensation arrangement, the terminating carrier will not charge the originating carrier for Local Traffic at either the appropriate end office or access</i></p>			

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		<i>tandem rate. Notwithstanding the implementation of "bill and keep" compensation arrangement for Local Traffic, VZ will record and forward to AT&T all associated usage as provided in Section 5.8.</i>			
1-6	<p>Is the jurisdiction of a call determined by the NPA-NXXs of the calling and called numbers?</p> <p><u>VERIZON may not impose infeasible methods for determining toll versus local traffic.</u></p>	<p>Attachment I, Section 4.2.1.2:</p> <p>4.2.1.2 The provisions of this Section [4.2] apply to reciprocal compensation for transport and termination of Local Traffic. Local Traffic is traffic originated by one Party and directed to the NPA-NXX-XXXX of a LERG-registered end office of the other Party within a Local Calling Area and any extended service area, as defined by the Commission. Local Traffic includes traffic directed to information service providers.</p> <p><u>5.7.1 ...The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the originating and terminating NPA-NXXs of the complete end-to-end communication.</u></p> <p><u>5.7.4 The designation of traffic as Local or IntraLATA Toll for purposes of compensation shall be based on the horizontal and vertical coordinates associated with the originating and</u></p>	<p>The determination of local vs. toll traffic has traditionally been, and should be, based upon the calling and called NPA-NXXs.</p> <p><u>POSITION:</u></p> <ul style="list-style-type: none"> • <u>Verizon proposes that the parties use an infeasible method i.e., a comparison would be made between the originating and terminating "points" of the call, to determine whether a given call exchanged between the parties is local or toll.</u> • <u>Cox proposes to differentiate between local and toll traffic by comparing the originating and terminating NXX codes.</u> • <u>Cox's approach is the only means currently available for determining the jurisdiction of calls for billing purposes. It accordingly is standard practice throughout the telecommunications industry.</u> • <u>Cox is almost certain that Verizon's own billing systems are programmed to compare the originating and terminating NPA-NXXs on a call in order to determine its proper jurisdiction.</u> • <u>Cox is unaware of any billing systems in use today that could make Verizon's proposed 'point' comparison.</u> • <u>Virginia case law holds that the proper method of determining whether a call is local is by reference to the telephone number.</u> 	<p>WorldCom: See Glossary § 2.58 above; Interconnection Attachment § 7</p> <p><u>5.7.1 ... The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the originating and terminating points of the complete end-to-end communication.</u></p> <p><u>1.39 "Local Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within a given local calling area, or expanded area service ("EAS") area, as defined in Verizon's effective Customer Tariffs. Local Traffic does not include Internet Traffic.</u></p>	<p>The CLECs advocate a practice of arbitrage in the number assignment system that disassociates the cost of providing FX service (loaded entirely on Verizon) from the revenues the service generates (available only to the CLECs). The location of the caller, not the telephone number that a LEC chooses to assign to its customer, should determine whether a call is interexchange traffic or local exchange traffic.</p>

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		<p><u>with the originating and terminating NPA-NXXs of the call, regardless of the carrier(s) involved in carrying any segment of the call.</u></p>	<p><u>DISPUTED ISSUES OF FACT:</u> In this initial submission of the Joint Decision Point List, the parties are unable to list the disputed issues of fact. The parties will furnish a listing of all disputed issues of fact in the revised Joint Decision Point List that is due to be filed one week after discovery responses are due.</p> <p><u>ADMISSIONS/ STIPULATIONS:</u> Admissions and stipulations of fact will be addressed by the parties during the discovery stage of this proceeding. Accordingly, the parties will furnish relevant admissions or stipulations of fact in the revised Decision Point List that is due to be filed one week after the completion of discovery.</p>		
III-5	<p>Should the Interconnection Agreement include terms specifying that rates for transport and termination of Local Traffic must be symmetrical; specifying the transport and termination rates to be applied, including rates for tandem switching, transport to an end office, and end office switching; and specifying that where WorldCom's switch serves a geographic area comparable to the area served by Verizon's tandem switch, WorldCom shall charge for tandem switching?</p> <p><i>Tandem Rate Where the geographic coverage of an AT&T switch is comparable to that of a Verizon tandem,</i></p>	<p>Attachment I, Sections 4.2.1.3-4.2.1.4.2.1:</p> <p>4.2.1.3 Rates for transport and termination of Local Traffic must be symmetrical. For the purposes of this Section [4.2], symmetrical means that the rates MCI charges Verizon for the transport and termination of Local Traffic equals the rates Verizon charges MCI for the same services.</p> <p>4.2.1.4 The Parties shall bill each other the following rates for the transport and termination of Local Traffic.</p> <p>4.2.1.4.1 Transport (where</p>	<p>These terms are needed to comply with FCC regulations, which require that reciprocal compensation be symmetrical and that tandem switch rates apply to switches serving geographical areas comparable to those served by tandem switches.</p> <p><i>Yes. Consistent with the Commission's rules, when AT&T's switches provide the same geographical coverage as Verizon's tandems, the tandem rate should apply to traffic terminated to those AT&T switches.</i></p> <p><i>Verizon should pay the tandem interconnection rate when it terminates traffic at an AT&T switch. AT&T's switch provides tandem functionality in that, like Verizon's tandem, it aggregates a variety of traffic across a wide geographic area comparable to the area served by Verizon's tandems-with-subtending-end-offices arrangements. At the same time, AT&T's centrally-located switch provides AT&T's customers with the same end-office switching functionality that Verizon's end-office switches provide to its customers. Thus, the geographic area covered by each AT&T switch is comparable to the area covered by Verizon's tandem switches and the</i></p>	<p>WorldCom: See Pricing Schedule</p> <p><i>AT&T: § 5.7</i> <i>5.7 Reciprocal Compensation Arrangements</i> <i>111 Section 251(b)(5)</i> <i>5.7.1 Reciprocal Compensation arrangements address the transport and termination of Local Traffic over the terminating carrier's switch in accordance with Section 251 (b)(5) of the Act. Verizon's delivery of Local Traffic to AT&T that originates with a third party carrier is addressed in Section 7.2. Where AT&T delivers any traffic originating with a third party carrier to Verizon, except as may be set forth herein or subsequently agreed to by the Parties, AT&T</i></p>	<p>To the extent local traffic does not pass through a CLEC tandem, the CLEC should not receive the higher tandem-switched rate but, rather, should receive the lower end-office rate for traffic routed directly to the CLEC's end-office. Moreover, with respect to each switch for which Petitioners seek tandem rates, Petitioners should bear the burden of proof to demonstrate tandem functionality and actual geographic comparability.</p>

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	<p><i>should AT&T and Verizon receive comparable reciprocal compensation for terminating the other parties' traffic?</i></p>	<p>used) – compensation for the transmission and any necessary tandem switching of Local Traffic.</p> <p>4.2.1.4.1.1 The rate for common transport is set forth in Table 1 of this Attachment I. For the purposes of this Section [4.2], both Parties shall bill each other the average mileage of all end offices subtending the applicable Verizon tandem office.</p> <p>4.2.1.4.1.2 Where MCI's Switch serves a geographic area comparable to the area served by Verizon's tandem Switch, MCI shall also charge Verizon for tandem switching in accordance with this Section.</p> <p>4.2.1.4.2 Termination – compensation for the switching of Local Traffic at the terminating Party's end office Switch, or equivalent facility provided by MCI.</p> <p>4.2.1.4.2.1 The rate for local switching is set forth in Table 1 of this Attachment I.</p> <p><i>Section 5.7 of AT&T's proposed agreement set forth contract terms and conditions that are necessary and appropriate</i></p>	<p><i>subtending end offices and Verizon should pay the tandem rate.</i></p>	<p><i>shall pay Verizon the same amount that such third party carrier would have paid Verizon for termination of that traffic at the location the traffic is delivered to Verizon by AT&T. Compensation for the transport and termination of traffic not specifically addressed in this Section 5.7 shall be as provided elsewhere in this Agreement, or, if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.</i></p> <p><i>5.7.2 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.</i></p> <p><i>5.7.3 The Parties shall compensate each other for the transport and termination of Local Traffic in a symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Section 20 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the AT&T-IP for traffic delivered by Verizon, and</i></p>	

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		<p>concerning compensation rates for transport and termination of local traffic. Please refer to the proposed contract language found in the discussion of Issue 1-5.</p>		<p>at the Verizon-IP for traffic delivered by AT&T. Except as expressly specified in this Agreement, no additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the Verizon-IP or the AT&T-IP by the other Party. When Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local or Non-Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.</p> <p>5.7.4 No Reciprocal Compensation shall apply to Internet Traffic. If the amount of traffic (excluding Toll Traffic) that Verizon delivers to AT&T exceeds twice the amount of traffic that AT&T delivers to Verizon as Local Traffic ("2:1 ratio"), then the amount of traffic that Verizon delivers to AT&T in excess of such 2:1 ratio shall be presumed to be Internet Traffic and shall not be subject</p>	

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				<p>to Reciprocal Compensation.</p> <p>5.7.5 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section 5.7, but instead shall be treated as described or referenced below:</p> <p>5.7.5.1 No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.</p> <p>5.7.5.2 IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Virginia) shall be treated in accordance with an arrangement mutually agreed to by the Parties.</p> <p>5.7.5.3 Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 6.3.</p> <p>5.7.5.3.1 At such time that the Parties reach agreement upon a mutually acceptable settlement process, the originating Party</p>	

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				<p><i>will receive a credit for reciprocal compensation in those instances:</i></p> <p><i>(i) where IntraLATA 8YY Toll Traffic calls are translated by the originating Party prior to delivery by that Party of such traffic to the terminating Party, and</i></p> <p><i>(ii) where the terminating Party bills the originating Party Reciprocal Compensation in error for such IntraLATA 8YY Toll Traffic; and</i></p> <p><i>(iii) where the originating Party provides appropriate records to the terminating Party to substantiate each request for credit.</i></p> <p><i>Subsequent to the Effective Date of this Agreement, the Parties shall negotiate a mutually acceptable settlement process for reciprocal compensation credits in accordance with this Section 5.7.7.3.1.</i></p> <p><i>5.7.6 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that proper rates are being applied appropriately, provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in</i></p>	

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				<i>conjunction with any such audit in a timely manner. Except as otherwise provided herein, audits shall be conducted pursuant to Section 28.10.</i>	
V-8	Should the contract terms relating to the Parties' joint provision of terminating meet point traffic to an IXC customer be reciprocal, regardless of which Party provides the tandem switching function? Put another way, should the contract terms make clear that AT&T and Verizon are peer local exchange carriers and should not bill one another for meet point traffic?	Section 6.0 et. seq. sets forth the contract terms and conditions necessary to support AT&T's position on this issue.	<p>AT&T has the right, as do all CLECs, to obtain interconnection pursuant to § 251(c)(2) of the Act to provide local exchange and exchange access services. Exchange access service is the offering of access to telephone exchange services or facilities for the purposes of origination or termination of telephone toll services. The FCC has specifically found that "providers of competitive access services are eligible to receive interconnection pursuant to Section 251(c)(2)."</p> <p>Consistent with this right, AT&T proposes interconnection terms and conditions that will enable AT&T to offer a competing terminating exchange access tandem service to IXCs, and the potential to offer a competing originating exchange access tandem service once technical issues are resolved. AT&T proposes that the terms and conditions for the joint provision of exchange access should be the same for both parties, regardless of which party provides the tandem switching function for the IXC</p>	<p>AT&T: § 6.0 6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(C)(2) 6.1 Scope of Traffic Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between AT&T Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where AT&T elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (10XXX and 101XXXX) traffic. 6.2 Trunk Group Architecture and Traffic Routing 6.2.1 AT&T shall establish Access Toll Connecting Trunks pursuant to applicable access tariffs by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to</p>	<p>In this issue, AT&T appears to be arguing that it should be allowed to provide competitive tandem access service to an IXC, and then interconnect with a Verizon access tandem. Although such an arrangement is permissible under Verizon's Access Tariffs, it is not a meet-point arrangement between two LECs. Rather, the company that is providing the tandem access service to the IXC in such an arrangement is a CAP.</p>

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				<p>and from AT&T's Customers.</p> <p>6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow AT&T's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.</p> <p>6.2.3 Except as provided in Section 6.2.5, the Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office AT&T utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem Verizon utilizes to provide Exchange Access in such LATA.</p> <p>6.2.4 If AT&T chooses to subtend a Verizon access Tandem, then AT&T's NPA/NXX must be assigned by AT&T to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG.</p> <p>6.2.5 The Untranslated 8YY Access Toll Connecting Trunks will be established by AT&T as a one-way trunk to enable AT&T to deliver untranslated 8YY traffic to Verizon's designated access Tandem in the LATA.</p>	

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				<p>6.3 Meet Point Billing Arrangements</p> <p>6.3.1 AT&T and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Exchange Access Services Customers via a Verizon access Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and Verizon's applicable Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by Verizon.</p> <p>6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/Verizon serving Wire Center combinations.</p> <p>6.3.3 Interconnection for the MPB arrangement shall occur at the Verizon access tandems in the LATA, unless otherwise agreed to by the Parties.</p> <p>6.3.4 AT&T and Verizon will</p>	

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				<p>use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.</p> <p>6.3.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines. Each Party shall implement the Multiple Bill/Single Tariff or Multiple Bill/Multiple Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.</p>	

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				<p>6.3.6 The rate elements to be billed by each Party shall be as set forth in that Party's applicable Tariffs. The actual rate values for each Party's affected Switched Exchange Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Routing Point/Verizon serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 6.3.15.</p> <p>6.3.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.</p> <p>6.3.8 Verizon shall provide AT&T with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage</p>	

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

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				<p>occurred.</p> <p>6.3.9 AT&T shall provide Verizon with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.</p> <p>6.3.10 All usage data to be provided pursuant to Subsections 6.3.8 and 6.3.9 above shall be sent to the following addresses:</p> <p>To AT&T: 300 North Point Parkway FLOC217MO1 Alpharetta Georgia, 30005 ATTN: AC&R Access Bill</p> <p>To Verizon: New York Access Billing c/o ACM Inc. 120 Erie Blvd. Schenectady, NY 12305 ATTN: Mark Ferri Facsimile: (518) 374-7511</p> <p>Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 28.12</p> <p>6.3.11 Each Party shall coordinate and exchange the billing account reference</p>	

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				<p>("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 6. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.</p> <p>6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within 30 calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) business days of the notification. In the event the errors cannot be corrected within such ten (10) business day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data, and a payment based on such estimated amount shall be made.</p> <p>6.3.13 Either Party may request a review or audit of the various components of access</p>	

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				<p>recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 28.10 of this Agreement and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.</p> <p>6.3.14 Except as may otherwise be set forth in Section 6.3.12 above, nothing contained in this Section 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff subject to the limitations on liability set forth in this Agreement).</p> <p>6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g., 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future. In the event AT&T determines to offer Telephone Exchange Services in another LATA in Virginia in which Verizon operates an</p>	

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				<p>access Tandem Switch, Verizon shall permit and enable AT&T to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the AT&T Rating Point(s) associated with the NPA/NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula: $a / (a + b) = \text{AT\&T Billing Percentage}$ and $b / (a + b) = \text{Verizon Billing Percentage}$ where: a = the airline mileage between the AT&T Routing Point and the actual point of interconnection for the MPB arrangement; and b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.</p> <p>6.3.16 AT&T shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of AT&T's delivery of notice to</p>	

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				<p>Verizon, Verizon and AT&T shall confirm the Routing Point/Verizon serving Wire Center combination and billing percentages.</p> <p>6.4 Toll Free Service Access Code (e.g., 800/888/877) Traffic</p> <p>The following terms shall apply when either Party delivers toll free service access code (8YY) calls to the other Party for completion. For the purposes of this Section 6, the terms "translated" and "untranslated" refer to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database.</p> <p>6.4.1 When AT&T delivers translated 8YY calls to Verizon for completion</p> <p>(a) to an IXC, AT&T shall:</p> <p>(i) provide an appropriate MPB record in EMI format to Verizon for processing and Meet Point Billing in accordance with Section 6.3 above; and</p> <p>(ii) bill the IXC the appropriate AT&T query charge associated with the call.</p> <p>(b) as an IntraLATA call to Verizon or another LEC that is a toll free service access code service provider in the LATA:</p> <p>(i) AT&T shall provide an appropriate copy record in EMI format to the toll free service</p>	

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				<p>access code service provider; and</p> <p>(ii) AT&T shall assess to the toll free service access code service provider AT&T's Intrastate Access Service tariffed Switched Exchange Access Service switching charges or Reciprocal Compensation charges, as applicable, and the AT&T query charge; and</p> <p>(iii) Verizon shall assess applicable Tandem Transit Service charges and associated passthrough charges to AT&T in accordance with Section 7.2.</p> <p>6.4.2 When Verizon delivers translated 8YY calls originated by Verizon's or another LEC's Customers to AT&T for completion and when Verizon performs the query and where the queried call is an IntraLATA call handed off to AT&T in its capacity as a toll free service access code service provider,</p> <p>(i) Verizon shall bill AT&T the Verizon query charge associated with the call as specified in Exhibit A; and</p> <p>(ii) Verizon shall provide an appropriate EMI record to AT&T; and</p> <p>(iii) Verizon shall bill AT&T Verizon's Intrastate Tariffed FGD Switched Exchange Access charges or Reciprocal Compensation charges, as applicable.</p>	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p>6.4.3 When AT&T delivers untranslated 8YY calls originated by AT&T's Customers to Verizon for completion to an IXC, :</p> <p>(i) Verizon will query the call and route the call to the appropriate IXC; and</p> <p>(ii) Verizon shall provide an appropriate EMI record to AT&T to facilitate billing to the IXC; and</p> <p>(iii) Verizon shall bill the IXC the Verizon query charge associated with the call and any other applicable charges.</p> <p>6.4.4 When the untranslated 8YY call is an IntraLATA call routed to Verizon or another LEC that is a toll free service access code service provider in the LATA:</p> <p>(i) Verizon will query the call and route the call to the appropriate LEC toll free service access code service provider.</p> <p>(ii) Verizon shall provide an appropriate EMI record to AT&T to facilitate billing to the LEC toll free service access code service provider</p> <p>(iii) Verizon shall bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.</p> <p>6.4.5 Verizon will query untranslated toll free service</p>	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				access code calls before routing them to AT&T.	
VII-8	Should AT&T be permitted to pay the end office rate for delivery to Verizon's tandem, and thereby avoid paying its fair share of transport costs by failing to pay that tandem rate?	<p>AT&T Proposed Attachment 2, § 5.7.2.1; Part IV of the Verizon/AT&T Agreement as follows:</p> <p>5.7.2.1 AT&T will pay VZ the approved rate for termination of Local Traffic at the Tandem Office rate (including both transport and End Office termination) for Local Traffic AT&T delivers to VZ via tandem trunks, and AT&T will pay VZ the approved rate for End Office termination for Local Traffic AT&T delivers to VZ via end office trunks. VZ will pay AT&T the approved Tandem Office rate set forth in Exhibit A for Local Traffic VZ delivers to AT&T.</p>	<p>AT&T is entitled to receive varying reciprocal compensation based upon where it delivers the traffic, which corresponds directly with the type of trunk utilized. Traffic delivered via an end office trunk, by definition, connects an AT&T switch to a Verizon end office—not to a tandem—switch. Accordingly, traffic delivered via an end office trunk should receive the end office rate. Likewise, a tandem trunk connects an AT&T switch to a Verizon tandem switch—not to an end office switch. Thus, traffic delivered via a tandem trunk should receive the tandem rate.</p>	AT&T: See § 5.7 above.	<p>The party originating a local call should pay reciprocal compensation at a tandem rate or end office rate, depending upon where the call is delivered to the receiving party. Section 251(b)(5) of the Act clearly calls for reciprocal compensation based upon "the transport and termination of telecommunications."</p>
VII-9	Should reciprocal compensation apply to special access, private line, or any other traffic that is not switched by the terminating party?	Verizon's proposed § 5.7.6.1 of the Verizon/AT&T Agreement.	<p>AT&T does not object to Verizon's proposal to include the following language in the Parties' interconnection agreement: "No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party."</p>	AT&T: See § 5.7.5.1 above.	<p>Verizon has proposed that "[n]o Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party." This provision has previously been included in Verizon's interconnection agreement with AT&T but is missing from AT&T's proposed interconnection agreement that it filed with this Commission.</p>

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JOINT DECISION POINT LIST V
(UNE ISSUES)

WorldCom, Cox, AT&T ads. Verizon
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

- Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
- Category II: common to **WorldCom** and *AT&T* (pricing/costing)
- Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)
- Category IV: unique to WorldCom
- Category V: unique to AT&T
- Category VI: Verizon supplemental issues with WorldCom
- Category VII: Verizon supplement issues with AT&T

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- WorldCom** (bold)
- Cox (underline text)
- AT&T* (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
UNE Issues					
I-11	<p>May Verizon summarily and unilaterally terminate WorldCom's access to the OSS unbundled network element?</p> <p><u>Verizon may not summarily terminate Cox's access to OSS for Cox's alleged failure to cure its breach of schedule 11.7 or sections 1.5 or 1.6.</u></p> <p><i>OSS Access. May Verizon summarily terminate AT&T's access to OSS for AT&T's alleged failure to cure its breach of obligations concerning access to OSS per Schedule 11.6?</i></p>	<p>WorldCom proposes to delete Verizon's language. No contract language allowing unilateral termination should be included.</p> <p>WorldCom's remedy provisions are provided at Part A, Sections 13 and 27.</p> <p><u>[Schedule 11.7 OSS] 1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition,</u></p>	<p>It would be unreasonable and unlawful to include terms allowing Verizon to summarily and unilaterally terminate WorldCom's access to the OSS UNE. Verizon has no right to suspend a CLEC's right to use the OSS UNE, and the Agreement contains remedy provisions that are adequate to protect Verizon's interests.</p> <p>POSITION:</p>	<p>8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), **CLEC's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.</p> <p>8.5.3.1 Verizon shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the</p>	<p>Pursuant to the and Local Competition Order, Verizon makes available to the Petitioners access to its operation support systems ("OSS"), which are the critical systems that control Verizon's telecommunications network. Given the significance of OSS, Verizon must be vigilant in assuring performance with the contractual arrangements by which the Petitioners will use the systems. To that end, Verizon will require that if a Petitioner cannot cure a breach of these provisions within 10 days after</p>

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