Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				directly to Verizon's terminating End Offices once Cox's traffic volumes reach an appropriate threshold. ***1. Traffic Measurement and Billing over Interconnection Trunks*** ***1.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.*** ***1.1.1 As used in this Section 0, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.*** ***1.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.*** ***1.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal***	

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				Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic. ***1.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in***	

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				accordance with Section 0 below. ***1.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that 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 conjunction with any such audit in a timely manner.*** ***1.4 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-5-e	(e) What definitions are needed to implement the ISP Order? *What mechanism should the parties utilize to implement, in an expeditious fashion, changes resulting from any successful legal appeals of the Commission's ISP Remand Order?*	1.0 Definitions: 1.36 "Internet Traffic" shall have the same meaning, when used in this Agreement, as the term "ISP-bound traffic" is used in the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 & 99-68, FCC 01-131, released April 27, 2001. Generally speaking, "Internet Traffic" refers to telecommunications traffic delivered to Internet service providers. - - - - - - - - - - 1.39 "Local Traffic" means traffic that is originated by a	• The Agreement must contain specific terms regarding implementation of the growth caps on compensable ISP-bound traffic, including the actual baseline cap applicable to 2001. • The Agreement must contain specific definitions for implementing the FCC's ISP Order to prevent inconsistency and to promote clarity. • To ensure understanding and add clarity, the	1.0 DEFINITIONS As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined herein shall have the meanings set forth in the Act. Where the meanings set forth in this Agreement differ from the meanings set forth in the Act, the meanings set forth in the Act will control. 1.1 "Act" means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996) and interpreted in the duly authorized rules, regulations, and orders of the FCC or the Commission.	Issue I-5-e is not appropriate for arbitration as it is nothing more than a "change in laws" provision that is satisfied by Section 27 of the Verizon/AT&T Proposed Interconnection Agreement to which both companies already agreed. Adding this issue would be tantamount to reopening an issue not included in AT&T's Petition and going beyond the refinement of issues contemplated as a result of Verizon's Motion to Dismiss and the Commission's July 11, 2001 correspondence.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		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 mandatory expanded area service ("EAS") area (based on the rate center point of the originating and terminating NPA-NXXs of the callers), as defined in Verizon's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Local Traffic does not include any Internet Traffic (as such term is hereinafter defined). Generally speaking, the term "Local Traffic" shall have the same meaning, when used in this Agreement, as the term "251(b)(5) traffic" is used in the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 & 99-68, FCC 01-131, released April 27, 2001. - - - - - - - - - - 1.52 "Percent Local Usage" or "PLU" is a factor that distinguishes the intraLATA, intrastate portion of minutes from the interLATA, intrastate portion of minutes of traffic exchanged via Traffic Exchange	definition for "Internet Traffic" should incorporate reference to the ISP Order as well as the FCC's use of "ISP-bound traffic." • To ensure understanding and add clarity, the definition for "Local Traffic" should incorporate reference to the ISP Order as well as the FCC's use of "251(b)(5) traffic." • To ensure understanding and add clarity, the definition for "Local Traffic" should incorporate reference to Verizon's mandatory local calling areas. • To ensure understanding and add clarity, the definition of PLU should include instruction as to its relationship to other jurisdictional factors applied to minutes of use. *See AT&T Rationale at 1.5.*	1.25 "Entrance Facility" means the facility between a Party's designated premises and the Central Office serving that designated premises. 1.25a "Extended Local Calling Scope Arrangement" means an arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area. 1.26a "FCC Internet Order" means the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (adopted April 18, 2001). 1.29a "Information Access" means the provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services. 1.30 "Information Services Traffic" means Reciprocal Compensation Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).	

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		exchanged via Traffic Exchange Trunks. PLU is a whole number developed through consideration of every call in which the calling and called party are located within the same Rate Center Area. The PLU factor is applied to traffic only after the PIU factor has been applied for jurisdictional separation of traffic. The PLU factor is applied to traffic before a ratio is applied to identify Internet Traffic minutes. - - - - - - - - - - Modify various instances of "Local Traffic" by adding "Internet Traffic" in the following subsections: 1.7.1; 4.4.3; 5.6.1.1; 5.6.1.2; 5.6.2; 17.1.2; Sched. 4.2 (1) and (5). *See AT&T Contract Language at 1.5.*		1.36 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission. 1.41a "Measured Internet Traffic" means dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined in Verizon's effective Customer Tariffs (including, but not limited to, to the extent applicable, Verizon Tariffs S.C.C.-Va.-Nos. 201 and 202). For the purposes of this definition, a Verizon local calling area includes a non-optional Extended Local Calling Scope Arrangement, but does not include an optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic. 1.60 "Reciprocal Compensation" means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in subsection 5.7). 1.60a "Reciprocal Compensation Traffic" means Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's	

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				network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (3) Optional Extended Local Calling Arrangement Traffic; (4) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (5) Tandem Transit Traffic. 1.71 "Toll 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 Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA. 1.71a "Traffic Factor 1" means a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ([Interstate Traffic Total Minutes of Use {excluding Measured Internet Traffic Total Minutes of Use} ÷ {Interstate Traffic Total Minutes of Use + Intrastate Traffic Total Minutes of Use}] x 100). Until the form of a Party's bills is updated to use the term "Traffic Factor 1," the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU."	

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				1.71b "Traffic Factor 2" means a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. ([{Reciprocal Compensation Traffic Total Minutes of Use + Measured Internet Traffic Total Minutes of Use} ÷ Intrastate Traffic Total Minutes of Use] x 100). Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU." ***2. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act*** ***2.1 Reciprocal Compensation Traffic Interconnection Points. [NOTE: SECTION 2.1 TO BE REVISED CONSISTENT WITH VERIZON'S COMPROMISE VGRIP PROVISIONS CONTAINED IN THE PROPOSED AT&T INTERCONNECTION AGREEMENT THAT VERIZON ATTACHED TO THE ANSWER IT FILED WITH THE FCC.]*** ***2.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which ***CLEC Acronym TXT*** will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("***CLEC Acronym TXT***-IPs") shall be as follows:*** ***2.1.1.1 For each LATA in which ***CLEC Acronym TXT*** requests to interconnect with***	

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				*Verizon, except as otherwise agreed by the Parties, ***CLEC Acronym TXT*** shall establish a ***CLEC Acronym TXT*** IP in each Verizon Rate Center Area where ***CLEC Acronym TXT*** chooses to assign telephone numbers to its Customers. ***CLEC Acronym TXT*** shall establish such ***CLEC Acronym TXT***-IP consistent with the methods of interconnection and interconnection trunking architectures that it will use pursuant to Section __ or Section___ of this Attachment.* *2.1.1.2 At any time that ***CLEC Acronym TXT*** establishes a Collocation site at a Verizon End Office Wire Center in a LATA in which ***CLEC Acronym TXT*** is interconnected or requesting interconnection with Verizon, either Party may request in writing that such ***CLEC Acronym TXT*** Collocation site be established as the ***CLEC Acronym TXT***-IP for traffic originated by Verizon Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such ***CLEC Acronym TXT***-IP. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) ***CLEC Acronym TXT*** shall bill and Verizon shall pay the lesser of the negotiated intercarrier compensation rate or the End Office Reciprocal Compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from ***CLEC Acronym TXT*** or a third party), from the originating Verizon End Office to the*	

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				*receiving ***CLEC Acronym TXT***-IP.* *2.1.1.3 In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, ***CLEC Acronym TXT*** may maintain existing CLEC-IPs, except that Verizon may request in writing to transition such ***CLEC Acronym TXT***-IPs to the ***CLEC Acronym TXT***-IPs described in subsections 0 and 0, above. Upon such request, the Parties shall negotiate mutually satisfactory arrangements for the transition to CLEC-IPs that conform to subsections 0 and 0 above. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) ***CLEC Acronym TXT*** shall bill and Verizon shall pay only the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for relevant traffic, less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from ***CLEC Acronym TXT*** or a third party), from Verizon's originating End Office to the ***CLEC Acronym TXT*** IP.* *2.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:* *2.1.2.1 For Reciprocal Compensation Traffic delivered by ***CLEC Acronym TXT*** to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP*	

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				will be the Verizon Tandem switch. ***2.1.2.2 For Reciprocal Compensation Traffic delivered by ***CLEC Acronym TXT*** to the Verizon terminating End Office serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.*** ***2.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such ***CLEC Acronym TXT***-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then ***CLEC Acronym TXT*** shall permit Verizon to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to Verizon at the ***CLEC Acronym TXT***-IP.*** ***2.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.*** ***2.2 Reciprocal Compensation.*** ***The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the [Pricing Attachment]. These rates are to be applied at the ***CLEC Acronym TXT***-IP for traffic delivered by Verizon for termination by ***CLEC Acronym TXT***, and***	

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				at the Verizon-IP for traffic delivered by ***CLEC Acronym TXT for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Reciprocal Compensation Traffic delivered to the Verizon-IP by ***CLEC Acronym TXT*** or the ***CLEC Acronym TXT***-IP by Verizon. When such Reciprocal Compensation Traffic is delivered 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 Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.*** ***2.3 Traffic Not Subject to Reciprocal Compensation.*** ***2.3.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.*** ***2.3.2 Reciprocal Compensation shall not apply to Internet Traffic.*** ***2.3.2.1 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption***	

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				established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission). ***2.3.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.*** ***2.3.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.*** ***2.3.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.*** ***2.3.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.*** ***2.3.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section [?]).*** ***2.4 The Reciprocal Compensation charges (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by ***CLEC Acronym TXT*** to Verizon shall not exceed the Reciprocal Compensation charges (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to ***CLEC Acronym TXT***.***	
				UNE Combinations	

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III-6	**Does Rule 315(c)-(f) apply only to "novel" combinations, and not "ordinary" combinations?** *Under the FCC's Rules as currently in effect, must Verizon provide to AT&T new combinations of UNEs that Verizon ordinarily combines for itself, and under what rates terms and conditions must it provide them?*	**2.4 Except as provided in Section 2.4.1 below, Verizon shall offer each Network Element individually or in combination with any other Network Element or Network Elements. This includes, but is not limited to, the Combination of all Network Elements, also known as Network Element Platform and Loop/Transport combinations. Verizon shall not separate Network Elements that are already combined on Verizon's network unless requested by MCIm. Verizon's charge to MCIm for any Combination of elements that are already combined may not exceed the TELRIC price for the sum of the network elements that comprise the Combination. At MCIm's request, except as noted below, Verizon shall provide Combinations of Network Elements ordinarily combined in its network, whether or not those Network Elements are currently combined in Verizon's network. Verizon may impose**	**The Act, as implemented in Rule 315(a) requires Verizon to provide new but not "novel" combinations. Rule (c)-(f), which is not in effect, covers only "novel" combinations – configurations that Verizon does not use in its network. See Local Competition Order ¶ 296 (distinguishing between elements "ordinarily combined" and those "not ordinarily combined" in the network).** *Verizon cannot refuse to provide new combinations of network elements. The Supreme Court's review of the Eighth Circuit's decision invalidating the FCC's Rules 51.315(b) and 51.315(c)-(f) -- that require the incumbent LECs to combine network elements in certain circumstances -- makes it clear that the FCC's Rules on new combinations (Rules 51.315(c)-(f)) are*	**Attachment III, Section 2.4** **2.4 Verizon shall offer each Network Element individually or as Technically Feasible, logical, and contiguous Combinations of any other Network Element or Network Elements. This includes, but is not limited to, the Combination of all Network Elements, also known as Network Element Platform and Loop/Transport Combinations. Verizon shall not separate Network Elements that are already combined on Verizon's network unless requested by MCIm. Services provided through Combinations of Network Elements or UNE-P will not be disconnected, interrupted, or otherwise modified in order for customers to migrate to MCIm. Verizon's charge to MCIm for any Combination may not exceed the TELRIC price for the sum of Network Elements that comprise the Combination. At MCIm's request and where Technically Feasible, Verizon shall provide Combinations of Network Elements whether or not those Network Elements were combined in Verizon's network.** *Sections 11.0 – 11.14.4 set forth the contract terms and conditions necessary to support AT&T's position on this issue.*	WorldCom and AT&T's efforts to refine this issue notwithstanding, Verizon continues to believe the issue is appropriate for resolution on Verizon's Motion to Dismiss. The 1996 Act only requires Verizon to provide combinations of UNEs where those UENs are already combined. Specifically, the governing Commission rule only requires that Verizon "not separate requested network elements that [Verizon] currently combines." 47 C.F.R. § 51.315(b). The Commission rules that required Verizon to combine UNEs that are not ordinarily combined in Verizon's network, 47 C.F.R. §§ 51.315(c)-(f) were vacated by the Eighth Circuit. Consequently, Verizon will not provide AT&T combinations of UNEs to serve locations where Verizon must build new facilities, because such new facilities are, by definition, not "currently combine[d]" in Verizon's network. In short, the issue still remains whether the Commission should effectively reverse the Eighth Circuit's decision to vacate Rule 315(c)-(f) by rewriting Rule 315(a) and (b). To the extent that WorldCom and AT&T seek contract language in the event that there is a change in law as a result of the United States Supreme Court's review of the Eighth Circuit decision, that is an issue

[1] *U.S. West Communications* v. *MFS Intelnet, Inc.*, 193 F.3d 1112 (9th Cir. 1999) cert. denied, 120 S. Ct. 2741 (2000). See also *MCI Telecommunications* v. *U.S. West*, 204 F.3d 1262, 1268 (9th Cir. 2000).

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		cost-based charges as specified in the pricing provisions of this Agreement for any work reasonably undertaken to combine Network Elements at MCIm's request that were not previously combined. **2.4.1 Notwithstanding Section 2.4 above, Verizon shall not be required to provide Network Elements in novel combinations, that is, in configurations that are not present somewhere in Verizon's network; provided further that in the event a court of competent jurisdiction declares lawful the FCC's Rules 315(c)-(f), or the FCC promulgates some analogous rule(s), Verizon agrees to provide such novel combinations in accordance with the terms of that rule.** *Sections 11.0 – 11.14.4 set forth the contract terms and conditions necessary to support AT&T's position on this issue*	*reasonable and the FCC's rationale for adopting them remains valid. These rules implement the requirements of § 251(c)(3) of the Act and are valid under the Supreme Court's construction of this provision in AT&T Corp. v. Iowa Utilities Board – as the Ninth Circuit has held.*[1] *In this arbitration proceeding, the Commission should hold Verizon responsible for providing new combinations consistent with the Commission's findings and rulings concerning Rule 315 as originally adopted by the Commission.*		that the Parties can address within the parameters of a change in law process under the interconnection agreement. To the extent that WorldCom and AT&T seek contract language that effectively rewrites Rule 315(c)-(f) under the guise of "clarification," their arguments are legally flawed and should be rejected. The issue ultimately is a question of legal interpretation appropriate for consideration on Verizon's Motion to Dismiss. WorldCom also raises a "change in laws" provision that Verizon believes should be settled by WorldCom accepting Verizon's language for Issue IV-113, Negotiations Prompted by Change in Laws. In the alternative, WorldCom should accept the change in laws provisions to which Verizon and AT&T have agreed (Section 27 of the Verizon/AT&T Proposed Interconnection Agreement). If WorldCom is unwilling to accept either of those choices, then Verizon recommends the issue be added to the mediation track.
				Conversion of Services to UNEs	
III-7	**Whether Verizon is required to provide WorldCom unrestricted**	**2.4.2. Verizon's provision of Loop/Transport Combinations must comply with the**	**In Virginia WorldCom is impaired in its ability to provide the services it**	**UNE Attachment** **1.1 Verizon shall provide to **CLEC, in**	AT&T proposed to reword Issue III-7 to determine if Verizon has the right to "impose operational requirements … that

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	access to loop-transport combinations, including multiplexing. *Does Verizon have the right to impose operational requirements, in addition to the interim use restrictions on the conversion of special access to UNE combinations prescribed by the Commission, that further limit AT&T's ability to connect a UNE or UNE combination to other services, such as the retail and wholesale offerings of Verizon?*	**following requirements:** **2.4.2.1 The Loop/Transport Combination must provide completed end-to-end cross connection of the channels designated by MCIm.** **2.4.2.2The Loop/Transport combination must provide ltiplexing or concentration (at MCIm's request), format conversion, signaling conversion, and through-testing consistent with the underlying capabilities of the equipment deployed in the Verizon network.** **2.4.3 With respect to Loop/Transport Combinations, MCIm will be responsible for all channel facility assignment (CFA).** **2.4.4 Verizon may only perform maintenance on Loop/Transport Combinations at MCIm's direction.** **2.4.5 Without requiring MCIm to collocate at all or particular Verizon serving wire centers, MCIm may provide its own, or request Verizon to provide, either multiplexing/concentration or digital cross connection equipment with any Loop/Transport Combination.**	**wishes to offer if it is not able to make use of EELS, and Virginia should therefore order the unbundling of EELs pursuant to FCC Rule 317, even though the FCC has not yet determined whether as a national matter CLECs are impaired without access to EELs.** *Verizon should be required to provide the conversion of special access to UNE configurations on a bulk basis because the pent-up demand for such conversion is largely a result of Verizon's own intransigence. In the ordinary course of business, once use restrictions are lifted and conversions are permitted, AT&T will not order special access when it can order UNEs or UNE combinations to provide any telecommunications service. Verizon, however, has no interest in expediting special access reconfigurations to UNE pricing, because the longer the facilities and equipment*	**accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.** *11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops* *The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by Verizon to AT&T.* ***11.9.1** Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's order as a new installation subject to applicable standard provisioning intervals.* ***11.9.2** AT&T shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR")*	further limit AT&T's ability to connect a UNE or UNE combination to other services, such as the retail and wholesale offerings of Verizon?" This issue needs more specificity. Verizon does not understand what "operational requirements" AT&T is referencing or how AT&T intends to "connect the UNE or UNE combination to other services." Verizon proposes that this issue be added to the mediation track for further explanation. AT&T continues to propose Subissues III-7-a, -b, and -c. Verizon agrees that Subissues III-7-a and -b are appropriate for mediation; Subissue III-7-c is a legal issue that the Commission has already decided and should be dismissed from this arbitration. WorldCom has restructured its argument and suggests that the Commission "order the unbundled of EELs pursuant to FCC Rule 317" based on its belief that WorldCom's ability to provide service is "impaired" without access to EELs. Initially, Verizon is confused by WorldCom's terminology because an EEL is a combination of elements, not an element that must be unbundled. More to the point, the Commission currently has before it the issue of conversion of special access services, including an "impairment" analysis under Rule 317. The Commission in this arbitration should not pre-judge or preempt the analysis now underway in the

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		Types of this Combination include, but are not limited to, Combinations of (i) DS1 Transport and DS0 Loops and (ii) DS3 Transport and DS1 Loops. *Section 11.13 sets forth the contract terms and conditions necessary to support AT&T's position on the issues*	*continue to be billed at special access rates instead of UNE rates the greater Verizon's unearned windfall. Thus, Verizon has insisted upon an inefficient conversion process that requires AT&T to submit individual orders for each separate line being converted. AT&T wishes to expedite the conversion process from special access services to UNE combinations and to minimize the burden on both AT&T and Verizon. There are hundreds of these conversions pending. For this reason, AT&T proposes to consolidate all conversion orders into one "project" order that would be worked in a coordinated manner with Verizon. The Commission should require Verizon to implement such a coordinated process*	*including, without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.* ***11.9.3*** *AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.* ***11.9.4*** *Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time.*	*Fourth Further Notice of Proposed Rulemaking*, CC Dkt No. 96-98. Verizon's position has not changed in that an EEL need not be provided to a new customer as that would represent a new UNE combination that is not required to be provided based on the Eighth Circuit's invalidation of Rules 315(c)-(f). The Supreme Court will consider the Eighth Circuit's ruling in the near future. Conversion of existing special access tariff services to UNEs is not required pursuant to the Commission's *Supplemental Order Clarification* unless a significant amount of local exchange service is also provided by the requesting carrier to the particular end-user. In short, the Commission has stated it will judge issues in this arbitration under the current law and the law today is clear to the provision of exchange access services through UNEs: service conversions to UNEs are <u>only</u> allowed at this time if the requesting carrier qualifies for the "local exchange services exception." Thus, Issue III-7 as restated by WorldCom should be dismissed.

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				Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties. ***11.9.4.1*** *If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:* *(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived, upon request from AT&T; and* *(ii) If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.* ***11.9.5*** *If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and AT&T will reschedule and, upon request from AT&T, Verizon will waive the Analog 2W Loop Service Order Charge*	

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				for the original Scheduled Conversion Time. ***11.9.6*** *The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to AT&T is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.* ***11.9.7*** *Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").* ***11.9.8*** *If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.* ***11.9.9*** *After receiving notification of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair.* ***11.9.10*** *If AT&T and Verizon cannot isolate and fix the problem, AT&T may request that the Customer be restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.*	

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III-7-a	*Where AT&T requests that existing services be replaced by UNEs and/or UNE Combinations, may Verizon physically disconnect, separate, alter or change in any other fashion the equipment or facilities that are used, without AT&T's consent?*	*Section 11 sets forth the contract terms and conditions necessary to support AT&T's position on the issues.*	*As a general matter, when any existing special access service employed by AT&T is replaced with UNEs or UNE combinations, Verizon should not physically disconnect, separate, alter or change in any other fashion the equipment and facilities employed to provide the service being replaced, except at the request of AT&T. In almost all instances there is no technical or other legitimate reason to do so, because the special access services and the UNE combinations are physically identical. They provide the same functions using the same facilities and carry the same traffic to the same customers. The conversion should be a relatively simple change to the billing, from special access to UNE combinations. Thus, the only reason for Verizon to disconnect the elements is to delay or derail the transition from special access to UNE combinations*	*11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops* *The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by Verizon to AT&T.* ***11.9.1*** *Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's order as a new installation subject to applicable standard provisioning intervals.* ***11.9.2*** *AT&T shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New Conversion Time, as defined*	AT&T's position ignores reality. It is often necessary for Verizon to disconnect or alter equipment or facilities in order to complete a WorldCom request for UNEs. For example, where an end user is served over an integrated digital loop carrier ("IDLC") and WorldCom orders a UNE loop to serve that customer, Verizon will need to provide a different loop to serve that customer. Another example in which some interruption might occur is during a "hot cut" where a "live" Verizon customer is cut over to a CLEC. Thus, AT&T's proposal, that services absolutely will not be disconnected, interrupted or otherwise modified in order for customers to migrate to AT&T, must be rejected. The Parties have agreed to mediate this issue.

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				below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted. ***11.9.3*** *AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.* ***11.9.4*** *Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.* ***11.9.4.1*** *If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:* *(i) If Verizon requests to*	

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				reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived, upon request from AT&T; and *(ii) If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.* ***11.9.5*** *If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and AT&T will reschedule and, upon request from AT&T, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.* ***11.9.6*** *The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to AT&T is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.* ***11.9.7*** *Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").*	

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				11.9.8 If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours. *11.9.9 After receiving notification of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair.* *11.9.10 If AT&T and Verizon cannot isolate and fix the problem, AT&T may request that the Customer be restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.*	
III-7-b	*Must Verizon implement an ordering process that enables AT&T to place a bulk order for the conversion of services to UNEs or UNE Combinations?*	*Section 11.9 et seq., sets forth the contract terms and conditions necessary to support AT&T's position on the issues.*	*Verizon should be required to provide the conversion of special access to UNE configurations on a bulk basis because the pent-up demand for such conversion is largely a result of Verizon's own intransigence. In the ordinary course of business, once use restrictions are lifted and conversions are permitted, AT&T will not order special access when it can order UNEs or UNE combinations to provide any*	*11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops* *The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by Verizon to AT&T.* *11.9.1 Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's*	AT&T Subissue III-7-b requests that the Commission require Verizon to implement a specific ordering process for AT&T to place bulk orders for the conversion of services to UNEs or UNE combinations. Verizon will not develop special ordering processes for AT&T since it has developed processes that apply industry-wide to facilitate the ordering by all CLECs for conversions of special access services to loop-transport combinations. Verizon has posted conversion guidelines on its website. The Parties have agreed to mediate this issue.

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			telecommunications service. Verizon, however, has no interest in expediting special access reconfigurations to UNE pricing, because the longer the facilities and equipment continue to be billed at special access rates instead of UNE rates the greater Verizon's unearned windfall. Thus, Verizon has insisted upon an inefficient conversion process that requires AT&T to submit individual orders for each separate line being converted. AT&T wishes to expedite the conversion process from special access services to UNE combinations and to minimize the burden on both AT&T and Verizon. There are hundreds of these conversions pending. For this reason, AT&T proposes to consolidate all conversion orders into one "project" order that would be worked in a coordinated manner with Verizon. The Commission should require Verizon to implement such a coordinated process	*order as a new installation subject to applicable standard provisioning intervals.* ***11.9.2*** *AT&T shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.* ***11.9.3*** *AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.*	

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				11.9.4 *Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.* ***11.9.4.1*** *If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:* *(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived, upon request from AT&T; and* *(ii) If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.* ***11.9.5*** *If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or*	

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				ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and AT&T will reschedule and, upon request from AT&T, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time. ***11.9.6*** *The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to AT&T is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.* ***11.9.7*** *Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").* ***11.9.8*** *If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.* ***11.9.9*** *After receiving notification of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair.* ***11.9.10*** *If AT&T and Verizon cannot isolate and fix the problem, AT&T may request that the Customer be*	

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				restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.	
III-7-c	*Should AT&T be bound by termination liability provisions in Verizon's contracts or tariffs if it converts a service purchased pursuant to such contract or tariff to UNEs or UNE Combinations?*	*Section 11 sets forth the contract terms and conditions necessary to support AT&T's position on the issues.*	*AT&T purchased many of the special access services that it seeks to convert to UNE combinations under duress after the passage of the 1996 Act, because that was the only option available. Despite the passage of the Act, Verizon refused to sell UNE combinations for AT&T services such as AT&T Digital Link ("ADL") whose lines combined local and long distance traffic. Thus, AT&T was faced with the Hobson's choice to either forego the business and cease serving customers, or pay Verizon's inflated special access charges. AT&T chose the latter. In contrast to UNEs, which are at least arguably cost-based, special access is priced considerably above any reasonable approximation of cost. Therefore AT&T has been over-paying for the services -- and Verizon has*	*11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops* *The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by Verizon to AT&T.* ***11.9.1*** *Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's order as a new installation subject to applicable standard provisioning intervals.* ***11.9.2*** *AT&T shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled*	AT&T Subissue III-7-c requests the Commission to exempt AT&T from termination liability provisions in Verizon's contracts or tariffs if it converts a service pursuant to such a contract or tariff to UNEs or UNE combinations. Verizon objects to this proposal and the Commission has already stated its support for the imposition of liability when existing arrangements are abrogated. UNE Remand Order fn. 985. The tariff termination liabilities are designed to make Verizon whole if the services are cancelled prematurely and AT&T's proposal, on its face, asks for discriminary--nonparity—treatment and should not be adopted.

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			been receiving an unjustified windfall -- for many years. *After years of litigation spawned by the ILECs, (notably including Verizon), it is now clear even to Verizon that UNE combinations must be provided under the law.* *The term plans under which AT&T contracted for many of the special access services sought to be converted are essentially contracts of adhesion, because AT&T had no real choice in the matter.* *Verizon should not be rewarded for its own intransigence.* *Consequently, AT&T should not be held to the termination liabilities that Verizon has unilaterally imposed by tariff or contract. This is the minimum remedy that AT&T should receive considering years of being overcharged by Verizon for special access and the costs of litigating this issue*	*operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.* ***11.9.3*** *AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.* ***11.9.4*** *Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.* ***11.9.4.1*** *If the New Conversion Time is more than one (1) business hour from the original Scheduled*	

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