

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon VA Rationale
<b>Network Architecture</b>					
		<p>abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator. [Agreed]</p> <p>6.6 Compensation. Each Party shall charge the other Party for LSV and VCI at rates specified in Attachment I. [Agreed]</p>			
IV-9	Should the Interconnection Agreement contain detailed provisions addressing the signaling protocol to be used in interconnecting their networks, including the use of SS7 signaling, exchange of Automatic Number Identification, and the requirement that interconnection facilities be 64 Kbps Clear Channel Capable and Extended Super Frame with Bipolar 8 Zero Substitution line coding?	Resolved by inclusion of modified language for Section 3.0 et seq. Of WorldCom's proposed language.			
IV-10	Should the Interconnection Agreement include terms setting forth network management protocols to be used, including protective traffic management controls to protect the network from congestion or overload; expansive protocols for rerouting of traffic in case of congestion; and planning for mass calling and high volume calling situations?	Resolved per email from Jeff Edwards on 8/2/01.			
IV-11	Should the Interconnection Agreement include detailed terms addressing usage measurement, including use of standard Automatic	<p>Section 7. Usage Measurement</p> <p>7.1 Each Party shall calculate terminating interconnection minutes</p>	WorldCom has proposed standard industry terms which will facilitate inter-carrier billing. These terms provide for the exchange of	<p>6. Trunking Measurement and Billing over Local Interconnection Trunks</p> <p>6.1 For billing purposes, each Party</p>	The Commission should accept Verizon VA's proposal because it addresses the information the parties need to exchange with respect to the

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	<p>Message Accounting records; measurement of terminating minutes in actual conversation seconds and originating minutes in network access duration seconds; the transmission of originating Calling Party Number (CPN) information; and procedures to be followed if CPN is not passed ?</p>	<p>of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party.</p> <p>7.2 Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.</p> <p>7.3 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the traffic exchange trunks at such time as the originating Switch is equipped for SS7, and from all switches no later than December 31, 1998. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each minute of traffic</p>	<p><b>Network Architecture</b></p> <p>information needed for the correct billing of calls delivered from one network to the other. (Argenbright Direct, 8/17, at 2,7).</p> <p>The current interconnection agreement contains language similar to that now proposed by WorldCom. (Id. At 6).</p> <p>Verizon has raised three objections to WorldCom's language, each of which has been answered.</p> <p>Contrary to Verizon's assertions the terms proposed by WorldCom address situations where the jurisdiction of traffic cannot be mechanically determined. WorldCom has proposed use of industry standard PIU and PLU reporting in those situations.(Id. At 8) &amp; (Argenbright Rebuttal, 9/5, at 3-4).</p> <p>Contrary to Verizon's assertions, there is no need for terms addressing measurement of internet usage because the Commission's ISP Remand Order establishes that ISP-bound traffic is any traffic in excess of a 3:1 ratio. Moreover, the terms to be included in the ICA regarding ISP-bound traffic will be determined under Issue I-5. Verizon's criticism that WorldCom's language fails to address internet usage has no merit.</p>	<p>shall pass Calling Party Number (CPN) information on at least ninety percent (90%) of calls carried over the Local Interconnection Trunks.</p> <p><b>6.1.1 If the originating Party passes CPN on ninety percent (90%) or more of its calls, the receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates, applicable to each relevant minute of traffic, as provided in the Pricing Attachment and applicable Tariffs, for which CPN is passed. For any remaining (up to 10%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Local Traffic call completion rate, intrastate Switched Exchange Access Service rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates, applicable to each relevant minute of traffic, as provided in Pricing Attachment and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.</b></p>	<p>treatment of local traffic in § 6 of the Interconnection Attachment of Verizon VA's proposed agreement. Section 9, the Meet-Point Billing Arrangements section, addresses the originating/terminating arrangements that the respective parties will bill to IXCs. Verizon VA's proposal satisfies WorldCom's concerns.</p> <p>WorldCom's proposal is unacceptable to Verizon VA because it proposes to use alternatives to CPN, such as ANI and BTN. These alternative usage measurements can be manipulated allowing a CLEC to receive reciprocal compensation rates when it should be paying access rates.</p> <p>Verizon VA's proposal describes those circumstances in which Verizon VA can combine traffic that is subject to § 251(b) and intraLATA toll over one trunk group. Verizon VA cannot mix this traffic and interLATA toll traffic over one trunk group.</p> <p>Verizon VA Direct Testimony on Mediation Issues, pages 22-26; Verizon VA Rebuttal Testimony on Mediation Issues, pages 15-18, 19-21.</p>

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		<p>for which CPN is passed, as provided in Attachment I and applicable Tariffs.</p> <p>7.4 If, under the circumstances set forth in Section [7.3] of this Attachment, the originating Party does not pass CPN on up to ten percent (10%) of calls, the receiving Party shall bill the originating Party the Local Traffic termination rates, intrastate Exchange Access rates, intrastate/interstate transit traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Attachment I and applicable Tariffs, for which CPN is passed. For the remaining up to ten percent (10%) of calls without CPN information, the receiving Party shall bill the originating Party for such traffic at Local Traffic termination rates, intrastate Exchange Access rates, intrastate/interstate transit traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in Attachment I and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.</p> <p>7.5 If the originating Party fails to pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN</p>	<p><b>Network Architecture</b> (Argenbright Rebuttal, 9/5, at 7).</p> <p>WorldCom's proposed language is superior to Verizon's because Verizon's is not very detailed. Also, Verizon's language incorrectly identifies internet traffic as local traffic in excess of a 2:1 ratio. This is inconsistent with the 3:1 ratio established by the Commission. (Argenbright Direct, 8/17, at 9).</p> <p>The biggest difference between the parties concerns the jurisdictional rating of calls which do not contain CPN information. Verizon's language includes the unreasonable and unrealistic assumption that all traffic below the CPN threshold which does not carry CPN is access traffic. This assumption allows Verizon to be overcompensated on a routine basis by assuming that none of this traffic is local. (Argenbright Direct, 8/17, at 10; ) WorldCom's proposed language addresses this situation in a more reasonable fashion by assuming that the jurisdiction of traffic which does not carry CPN is the same as the jurisdiction of traffic (local vs. access) which did carry CPN. Thus, if 50% of the traffic with CPN was access traffic WorldCom would assume that 50% of the non-CPN traffic was access traffic. Verizon would assume that 100% of</p>	<p><b>6.1.2 If the originating Party passes CPN on less than ninety percent (90%) of its calls and the originating Party chooses to combine Local 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 except Internet Traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.</b></p> <p><b>6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN and/or other call detail information to classify traffic delivered over Local Interconnection Trunks by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each relevant minute of Traffic for which CPN is passed, as provided in the Pricing Attachment and applicable Tariffs. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an</b></p>	

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		<p>information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, the originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three months' traffic, and applicable to the following three months. If the originating Party also desires to combine interstate and intrastate toll traffic on the same trunk group, it will supply an auditable Percent Interstate Usage (PIU) report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.</p> <p>7.6 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds.</p> <p>Section 4. Interconnection and Reciprocal Compensation</p> <p>4.1 General</p> <p>4.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCI and Verizon will be classified as Local</p>	<p><b>Network Architecture</b></p> <p>the traffic without CPN was access traffic, and would charge the highest possible termination rate . (Argenbright Rebuttal, 9/5, at 4-5).</p> <p>WorldCom also proposed additional terms during mediation which address Verizon's concerns regarding situations where CPN is not passed. These proposals call for passing ANI or BTN where CPN is not available. Verizon agrees that this information will permit it to determine jurisdiction but is concerned about the actions of 'unscrupulous CLECs'. (Argenbright Rebuttal, 9/5, at 6-7).</p> <p>WorldCom has answered all of Verizon's concerns and shown that its language is the more reasonable option.</p>	<p><b>automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU 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. If the amount of traffic (excluding Toll Traffic) that Verizon delivers to MCI exceeds three times the amount of traffic that MCI delivers to Verizon as Local Traffic ("3:1 ratio"), then the amount of traffic that Verizon delivers to MCI in excess of such 3:1 ratio shall be presumed to be Internet Traffic and not subject to the Local Traffic call completion rate (Reciprocal Compensation).</b></p>	

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		<p>Traffic, intraLATA Toll Traffic, Transit traffic or interLATA Toll Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local service areas for the purposes of providing Telecommunications Services to its own Customers.</p> <p>4.1.2 Usage Measurement</p> <p>4.1.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.</p> <p>4.1.2.2 Each Party shall include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, where available.</p> <p>4.1.2.3 Each Party shall calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party.</p> <p>4.1.2.4 Measurement of minutes of use over Interconnection trunk groups must be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for</p>	<p><b>Network Architecture</b></p>		

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		<p>originating usage.</p> <p>4.1.2.5 MCI<sub>m</sub> may choose to deliver both Local Traffic and toll traffic over the same trunk group(s), pursuant to the provisions of Attachment IV. Verizon shall be responsible for measuring the jurisdiction of this traffic based on their own terminating call records and the CPN MCI<sub>m</sub> passes on these calls. In the event MCI<sub>m</sub> chooses to deliver both types of traffic over the same traffic exchange trunks, desires application of the local call transport and termination rates, and fails to pass CPN on more than 10% of the calls, it will then provide Percent Local Usage ("PLU") information to Verizon as set forth in Section [7.5] of Attachment IV. In the event MCI<sub>m</sub> includes both interstate and intrastate toll traffic over the same trunk, and fails to pass CPN on more than 10% of the calls, MCI<sub>m</sub> will provide Percent Interstate Usage ("PIU") to Verizon as set forth in Section [7.5] of Attachment IV. Verizon shall have the same options, and to the extent it avails itself of them, the same obligations, to provide PIU and PLU information to MCI<sub>m</sub>. To the extent feasible, PLU and PIU information shall be based on the actual end-to-end jurisdictional nature of each call sent over the trunk. If actual PLU and</p>			

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		<p>PIU information cannot reasonably be determined, the reporting Party shall estimate PLU and PIU, and, upon demand, explain the basis for the estimate. The basis for the PLU and PIU are subject to audits in accordance with the provisions of Part A.</p> <p>4.5 The Parties shall use the Calling Party Number ("CPN") to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU, PIIU, or PLU in order to determine the jurisdiction of the traffic.</p> <p>[In addition, from the mediations]</p> <p>Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating</p>	<b>Network Architecture</b>		

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<b>Network Architecture</b>					
IV-12	Should the Interconnection Agreement include detailed provisions addressing the responsibilities of the parties for complying with requests for audits of usage reports; the responsibilities of the parties for control office functions, coordination, installation, testing, and maintenance, of trunk groups; responsibility to notify one another of service affecting changes; responsibility to coordinate testing activity with one another; perform sectionalization to identify the location of troubles; advise one another of equipment failures; provide trouble reporting contact numbers, test-line numbers, and implement coordinated repair procedures?	<p>carrier.</p> <p>Section 8. Responsibilities of the Parties</p> <p>8.2 Either Party may request an audit of usage reports in accordance with the audit provisions set forth in the General Terms and Conditions (Part A) of this Agreement. [Agreed in principle]</p> <p>8.5 MCI and Verizon shall: [8.5 et seq. agreed in principle]</p> <p>8.5.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.</p> <p>8.5.2 Notify each other when there is any change affecting the service requested, including the due date.</p> <p>8.5.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.</p> <p>8.5.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to</p>	Resolved per e-mail from Chris Antoniou, September 5.		

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		<p>referring the trouble to each other.</p> <p>8.5.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.</p> <p>8.5.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other Party.</p> <p>8.5.7 Provide to each other test-line numbers to enable testing of interconnection trunks.</p> <p>8.5.8 Cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.</p>			
IV-13	Should the Interconnection Agreement include reporting terms which provide for monthly facility measurement and trunk group measurement reports from Verizon regarding its interconnection with WorldCom including provision of Data Interexchange Carrier (DIXC)	Resolved per the mediation sessions			

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<b>Network Architecture</b>					
	traffic data for all trunk groups terminating in WorldCom's network?				
IV-34	Should the ICA contain a provision that (1) entitles WorldCom to deliver both Local Traffic and toll traffic over the same trunk group(s); (2) establishes the procedure for measuring the jurisdiction of this traffic based on Verizon's terminating call records and the CPN WorldCom passes on these calls; (3) provides that if WorldCom fails to pass CPN on more than 10% of the calls, it will provide Percent Local Usage (PLU) information to Verizon ; (4) provides that in the event WorldCom includes both interstate and intrastate toll traffic over the same trunk, and fails to pass CPN on more than 10% of the calls, it will then provide Percent Interstate Usage (PIU) to Verizon; (5) gives Verizon the same options and obligations as WorldCom; (6) sets forth requirements for determining PIU and PLU information; and (7) provides that that the basis for such determinations are subject to audit?	4.1.2.5 MCIm may choose to deliver both Local Traffic and toll traffic over the same trunk group(s), pursuant to the provisions of Attachment IV. Verizon shall be responsible for measuring the jurisdiction of this traffic based on their own terminating call records and the CPN MCIm passes on these calls. In the event MCIm chooses to deliver both types of traffic over the same traffic exchange trunks, desires application of the local call transport and termination rates, and fails to pass CPN on more than 10% of the calls, it will then provide Percent Local Usage ("PLU") information to Verizon as set forth in Section [7.5] of Attachment IV. In the event MCIm includes both interstate and intrastate toll traffic over the same trunk, and fails to pass CPN on more than 10% of the calls, MCIm will provide Percent Interstate Usage ("PIU") to Verizon as set forth in Section [7.5] of Attachment IV. Verizon shall have the same options, and to the extent it avails itself of them, the same obligations, to provide PIU and PLU information to MCIm. To the extent feasible, PLU and PIU information shall be based on the actual end-to-end jurisdictional nature of each call sent over the trunk. If actual PLU and	The provisions proposed by WorldCom are designed to maximize the efficient use of facilities by allowing aggregation of traffic types, provided that auditable information is available for verification purposes. (Argenbright Direct, 8/17, at 11; Argenbright Rebuttal, 9/5, at 10). For example, if the total local and toll traffic to be sent could be accommodated by a single DS-1, allowing the traffic to be combined would allow the use of a single DS-1 trunk. On the other hand, a requirement to segregate the traffic would require the use of two DS-1 trunks, when one would suffice. (Argenbright Direct, 8/17, at 11).  Verizon objects to mixing interlata and intralata toll traffic over the same trunk group. Verizon asserts that such usage is unprecedented and cannot be considered until the OBF provides direction. Verizon objects to working cooperatively with WorldCom to develop such a trunk group.  Verizon generally agrees that these trunks would provide efficiencies but indicates that the efficiencies would not exist everywhere. Verizon does not quantify the point. (Argenbright	6. Trunking Measurement and Billing over Local Interconnection Trunks  6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety percent (90%) of calls carried over the Local Interconnection Trunks.  <b>6.1.1 If the originating Party passes CPN on ninety percent (90%) or more of its calls, the receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates, applicable to each relevant minute of traffic, as provided in the Pricing Attachment and applicable Tariffs, for which CPN is passed. For any remaining (up to 10%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Local Traffic call completion rate, intrastate Switched Exchange Access Service rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates, applicable to each relevant</b>	Verizon VA incorporates its responses to Issues IV-6 and IV-11 in its response to this issue. In fact, this issue, and Issue IV-11, overlap.  Verizon VA can combine local and intraLATA toll traffic over the same trunk group but cannot mix local traffic, intraLATA toll, and interLATA toll traffic over one trunk group. In Verizon VA's network, the Verizon VA local trunk groups cannot process the signaling, whether it is a CIC, OZZ or in GR-394 format, which is required for IXC traffic. First, work would have to be done at the national level before such arrangements could be incorporated into Verizon VA's network. Specifically, Verizon VA needs requirements for billing, ordering, and provisioning to be developed at the OBF and at the ANSI T1M1 Forum. Second, if WorldCom were to send this traffic to Verizon VA over a local trunk group, Verizon VA could not record or bill the traffic and the call would not go through to completion. Verizon VA's switches also could not process the traffic traveling over the so-called "Super Trunk Group." Finally, in several of Verizon VA's serving areas, Verizon VA has separate tandems for local and access

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		<p>PIU information cannot reasonably be determined, the reporting Party shall estimate PLU and PIU, and, upon demand, explain the basis for the estimate. The basis for the PLU and PIU are subject to audits in accordance with the provisions of Part A.</p> <p>4.5 The Parties shall use the Calling Party Number ("CPN") to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU, PIU, or PLU in order to determine the jurisdiction of the traffic.</p> <p>1.4.8 Combination Interconnection Trunk Groups</p> <p>1.4.8.1 At MCI's request, the Parties agree to work cooperatively to combine all functionalities of Local Interconnection and Meet Point Trunk Groups on a single Interconnection trunk group (Combination Interconnection Trunk Group).</p> <p>1.4.8.2 Whenever the use of Combination Interconnection Trunk Groups is determined to be feasible, and ordering and billing procedures have been established:</p>	<p><b>Network Architecture</b></p> <p>Rebuttal, 9/5, at 9-10).</p> <p>BellSouth has agreed to contract language that provides for the availability of the trunk groups proposed by WorldCom. This was achieved without any effort by the OBF. Contrary to Verizon's assertions, BellSouth did not have to modify its network to accommodate the use of these trunks. (Argenbright Rebuttal, 9/5, at 10).</p> <p>Verizon should be required to work cooperatively with WorldCom to develop a trunk group that carries multi-jurisdictional traffic. The current interconnection agreement contains the language to which Verizon now objects. (Argenbright Rebuttal, 9/5, at 11).</p> <p>The Commission should adopt the language proposed by WorldCom. Verizon has provided no information on what 'fixes' if any, would be required in its network by such trunks and the fact that BellSouth has agreed to such trunking indicates the challenges may be overstated by Verizon-- and the efficiencies to be gained are significant. (Argenbright Rebuttal, 9/5, at 11).</p>	<p><b>minute of traffic, as provided in Pricing Attachment and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.</b></p> <p><b>6.1.2 If the originating Party passes CPN on less than ninety percent (90%) of its calls and the originating Party chooses to combine Local 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 except Internet Traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.</b></p> <p><b>6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN and/or other call detail information to classify traffic delivered over Local Interconnection Trunks by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each relevant minute</b></p>	<p>traffic. Thus, realistically, the Super Group would not achieve the "efficiencies" boasted by WorldCom because in these areas WorldCom needs to have separate trunk groups to the local and access tandems.</p> <p>Verizon VA Direct Testimony on Mediation Issues, pages 22-26; Verizon VA Rebuttal Testimony on Mediation Issues, pages 15-18, 19-21.</p>

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		<p>1.4.8.2.1 Any new trunk groups may be ordered using the Combination Interconnection Trunk Group option; and</p> <p>1.4.8.2.2 The Parties will work together in good faith to complete the conversion from the use of separate Local Interconnection Trunk Groups and Meet Point Trunk Groups to the use of Combination Interconnection Trunk Groups within six months after that time.</p>		<p>of Traffic for which CPN is passed, as provided in the Pricing Attachment and applicable Tariffs. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU 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. If the amount of traffic (excluding Toll Traffic) that Verizon delivers to MCI exceeds three times the amount of traffic that MCI delivers to Verizon as Local Traffic ("3:1 ratio"), then the amount of traffic that Verizon delivers to MCI in excess of such 3:1 ratio shall be presumed to be Internet Traffic and not subject to the Local Traffic call completion</p>	

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<b>Network Architecture</b>					
				rate (Reciprocal Compensation).	
IV-37	Should the interconnection agreement reflect the meet point billing arrangements proposed by WorldCom	<p><b>4.9 Compensation for the Termination of Meet Point Traffic</b></p> <p><b>4.9.1 The Parties shall establish Meet Point Billing arrangements in order to provide Switched Access Services to IXCs via Verizon's Access Tandem Switches, in accordance with the Meet Point Billing guidelines (adopted by and either contained in, or upon approval to be added in the future to, the OBF's MECOD and MECAB documents.)</b></p> <p><b>4.9.2 For interstate and intrastate traffic, the Parties will charge IXCs in accordance with each Party's respective Switched Access tariffs.</b></p> <p><b>4.9.3 Billing to IXCs for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/single tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCI is the Initial</b></p>	<p>WorldCom has proposed contract terms that provide for Meet Point Billing to be performed in accordance with Ordering and Billing Forum (OBF) Guidelines set forth in the OBF's Multiple Exchange Carrier Access Billing (MECAB) document. WorldCom proposes using the MECAB's multiple bill/single tariff method using the switched exchange access rates contained in each parties tariffs. (Argenbright Direct, 8/17, at 14).</p> <p>In addition, WorldCom's proposal also includes terms which require the parties to expeditiously attempt to reconstruct lost data so that bills to IXCs can be rendered. WorldCom's proposed language also provide that the party responsible for lost data will be liable for lost revenue in the event an IXC refuses to pay an estimated bill. (Id.)</p> <p>The basic differences between the language proposed by the parties is that Verizon's proposal is not consistent with the OBF's MECAB document; WorldCom's proposal provides for the migration to an electronic data transfer system;</p>	<p>9. Meet-Point Billing Arrangements</p> <p>9.1 MCI and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched 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 as otherwise agreed to by the Parties or, as appropriate, filed in the Parties' applicable tariffs. The arrangements described in this Section 9 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 access Tandem Switch that is provided by Verizon.</p> <p>9.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Routing Point/Verizon Serving Wire Center combinations.</p> <p>9.3 Interconnection for the MPB</p>	<p>Verizon VA's proposed meet point billing language should fully satisfy all of WorldCom's concerns and, thus, should be unobjectionable. Since the mediation, the parties have communicated off-line and Verizon VA has developed a meet point billing proposal that should satisfy all of WorldCom's stated concerns. If this is not the case, as stated in Verizon VA's direct testimony on mediation issues at pages 26-29, Verizon VA's proposed language addresses fully the meet-point billing issue as stated by WorldCom.</p> <p>While the Verizon VA and WorldCom proposals are similar, there are some important differences. For instance, the MECAB document requires that the Parties negotiate certain items when they are not covered by the MECAB. Verizon VA's meet point billing section notes this exception to the MECAB and leaves it up to WorldCom and Verizon VA to negotiate. Verizon VA's recovery of lost data provisions, §§ 9.12 and 9.14, give the Parties sufficient time to discover errors while simultaneously encouraging the Parties to recreate lost data in a timely</p>

**KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:** 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 VA Rationale
		<p><b>Billing Company ("IBC") and Verizon is the Subsequent Billing Company ("SBC"). The actual rate values for each element shall be the rates contained in each Party's respective Switched Access tariff.</b></p> <p><b>4.9.4 The Parties shall maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Meet Point Billing percentages.</b></p> <p><b>4.9.5 As detailed in MECAB and in this Agreement, the Parties shall, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably and promptly bill IXCs for jointly provided Switched Access Services via the Meet Point Billing arrangement. Information must be exchanged in Exchange Message Interface ("EMI") format, on cartridge or via a mutually acceptable electronic file transfer method, at no charge.</b></p> <p><b>4.9.6 Meet Point Billing also applies to all jointly provided traffic bearing the 800-like Toll</b></p>	<p><b>Network Architecture</b></p> <p>WorldCom proposes that data errors be reported within 2 days of discovery whereas Verizon proposes a 30 day period. (Id. At 14-15).</p> <p>Verizon's proposed language is flawed in four respects: 1) its language is inconsistent with the OBF's MECAB document; 2) the 30 day window for reporting errors is too lengthy; 3) it fails to address electronic means of transmitting data; And 4) it fails to address carrier responsibilities in the event records are lost. (Argenbright Rebuttal, 9/5, at 13).</p> <p>WorldCom's proposed language references the MECAB and thus makes any alternative billing methods allowed by MECAB available to the carriers, although as a practical matter the multiple bill/single tariff method is the only currently feasible method. (Argenbright Rebuttal, 9/5, at 14).</p> <p>Verizon's proposal improperly eliminates options provided in the MECAB document because section 9.1 of Verizon's proposal makes those options available "except as modified in Verizon's applicable tariffs." (Argenbright Rebuttal, 9/5, at 15). Verizon's tariffs are a unilateral filing which should not override industry standards.</p>	<p>arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.</p> <p>9.4 MCI and Verizon will 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>9.5 Billing to IXCs for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/single tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCI is the Initial Billing Company ("IBC") and Verizon is the Subsequent Billing Company ("SBC"). Pursuant to MECAB section 4.3.2, the Multiple Bill/Multiple Tariff will apply when additional providers are involved in the transport of this access traffic.</p> <p>9.6 The rate elements to be billed by each Party shall be as set forth in that Party's applicable Tariffs. The actual</p>	<p>fashion. WorldCom's proposal does not. It assumes lost data can be recovered in a short period of time and does not encourage the recreation of lost data in a timely manner. Verizon VA's approach strikes the right balance.</p> <p>WorldCom's proposed language does not address the subjects covered by Verizon VA's proposed §§ 9.2, 9.3, 9.13, 9.15 and 9.16. Section 9.2 explains the meet point billing arrangements between the CLEC routing point and Verizon VA Serving Wire Center combinations. Section 9.3 defines where the meet point billing interconnection should occur, which is at the Verizon VA access tandem. Without this provision, Verizon VA could be forced to establish this meet point at locations other than access tandems, where the traffic is directed anyway, and be required to build out to the CLECs at other locations. Section 9.13 outlines the provisions applicable to both Parties conducting audits. This provision should remain unless the Parties address this subject in a different part of their agreement. Section 9.17 provides the formula that the Parties use to calculate billing percentages to ensure that both Parties are in agreement and the IXC is not over-billed. Finally, § 9.18 of</p>

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		<p><b>Free Service NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. (When Verizon performs 800-like Toll Free Service database queries, Verizon will charge the 800-like Toll Free Service provider for the database query in accordance with standard industry practices and applicable tariffs.)</b></p> <p><b>4.9.7 The Parties agree to coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.</b></p> <p><b>4.9.8 (Errors may be discovered by MCI, the IXC, or Verizon.) Each Party agrees to provide the other Party with notification of any discovered errors within two business days after discovery.</b></p> <p><b>4.9.9 In the event of a loss of data, the Parties agree to cooperate to reconstruct the lost data within 60 days after notification and if such reconstruction is not possible, to</b></p>	<p align="center"><b>Network Architecture</b></p> <p>For example, Verizon's section 9.15 specifies a formula that must be used to calculate applicable billing percentages. In contrast, section 3.3 of MECAB provides for several options which may be used upon agreement of the carriers. Verizon's language nullifies the MECAB options and the mutual agreement on calculation methods provided for in the MECAB document. (Argenbright Rebuttal, 9/5, at 16).</p> <p>Contrary to Verizon's assertions, WorldCom's proposal does not require the parties to discover errors in two days. Rather it requires them to report errors within two days after discovery. (Argenbright Rebuttal, 9/5, at 14).</p> <p>Verizon's descriptions of the various billing options differ from the descriptions of the methods set forth in the OBF MECAB document. The interconnection agreement should not contain such inconsistency where the terms involve definitions that are critical to the billing process. (Argenbright Direct, 8/17, at 15-16).</p> <p>WorldCom has proposed language which migrates the exchange of data to an electronic transfer, upon mutual agreement as to the timing and</p>	<p>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 9.17.</p> <p>9.7 The Parties shall provide each other with a list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at Verizon's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.</p> <p>9.8 Verizon shall provide MCI 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 occurred. In the rare event that cat 11-01XX records are not exchanged between the parties, both parties will work cooperatively to reconstruct lost data. If such data is not recoverable, the parties will work cooperatively to</p>	<p>the Verizon VA agreement provides that WorldCom notify Verizon VA when it intends to offer service and the billing percentages that should apply.</p> <p>Verizon VA Direct Testimony on Mediation Issues, pages 26-29; Verizon VA Rebuttal Testimony on Mediation Issues, pages 21-22.</p>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon VA Rationale
		<p>accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available.</p> <p><b>4.9.10</b> Verizon shall provide MCI with a list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at Verizon's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.</p> <p><b>4.9.11</b> Verizon shall provide to MCI its Switched Access Detail Usage Data (category 1101XX records) on cartridge, on a weekly basis, within ten days of the recording date. Subsequently, at a mutually agreed upon time frame, Verizon shall provide MCI the category 1101XX records via electronic data transfer, e.g. CONNECT:Direct, on a daily basis, within ten days of the recording date.</p>	<p style="text-align: center;"><b>Network Architecture</b></p> <p>method of the transition. The electronic transfer of the billing data is efficient. (Argenbright Direct, 8/17, at 16).</p> <p>WorldCom has proposed that either party notify the other of a known data error within 2 days of discovery. The sooner the error is reported the better the chances that the carrier can correct it. The 30 day reporting period proposed by Verizon decreases the likelihood that the error can be corrected. (Id. at 16).</p>	<p>provide estimates to the other party, to facilitate the billing to the IXCs.</p> <p>9.9 MCI 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. In the rare event that cat 11-50XX records are not exchanged between the parties, both parties will work cooperatively to reconstruct lost data. If such data is not recoverable, the parties will work cooperatively to provide estimates to the other party, to facilitate the billing to the IXCs.</p> <p>9.10 All usage data to be provided pursuant to Sections 9.8 and 9.9 shall be sent to the following addresses:</p> <p>To MCI:</p> <p style="text-align: center;"><u>[NOTIFICATION CONTACT]</u></p> <p style="text-align: center;"><u>[ADDRESS 1]</u></p> <p style="text-align: center;"><u>[ADDRESS 2]</u></p> <p style="text-align: center;"><u>[ADDRESS 3]</u></p>	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon VA Rationale
<b>Network Architecture</b>					
		<p>4.9.12 Initially, MCI shall provide to Verizon its Switched Access Detail Usage Data (category 1150XX records) on cartridge, on a monthly basis, within ten days after the last day of the billing period. Subsequently, at a mutually agreed upon time frame, MCI shall provide Verizon the category 1150XX records via electronic data transfer, e.g., CONNECT:Direct, on a monthly basis, within ten days after the last day of the billing period.</p> <p>4.9.13 When Verizon records Verizon intraLATA 800 usage on behalf of MCI, Verizon shall send MCI the category 1101XX records for such traffic in addition to the other category 1101XX records.</p> <p>4.9.14 If category 1101XX records are not submitted by Verizon in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with MCI's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that</p>		<p style="text-align: center;"><u>CITY, STATE ZIP</u></p> <p>For Verizon (Former BA service area):</p> <p style="text-align: center;"><u>NEW YORK STATE ACCESS POOL</u></p> <p style="text-align: center;"><u>C/O ACM, INC.</u></p> <p style="text-align: center;"><u>941 RIVER ROAD</u></p> <p style="text-align: center;"><u>SCHENECTADY, N.Y. 12306</u></p> <p style="text-align: center;"><u>ATTN: MARK FERRI</u></p> <p>For Verizon (Former GTE service area):</p> <p style="text-align: center;"><u>VERIZON DATA SERVICES</u></p> <p style="text-align: center;"><u>ATTN: MPB</u></p> <p style="text-align: center;"><u>1 EAST TELECOM PARKWAY</u></p> <p style="text-align: center;"><u>DOCK K</u></p>	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon VA Rationale
		<p>each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, Verizon will be liable to MCI for the amount of lost revenue.</p> <p><b>4.9.15</b> If category 1150XX records are not submitted by MCI in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with Verizon's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, MCI will be liable to Verizon for the amount of lost revenue.</p> <p>4.9.16 To the extent applicable, all rate elements will be billed in accordance with each Party's respective Switched Access Tariffs.</p>	<b>Network Architecture</b>	<p><u>TEMPLE TERRACE, FL 33637</u></p> <p>Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 4.23 of the General Terms and Conditions</p> <p>9.11 MCI and Verizon shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 9. 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>9.12 Errors may be discovered by MCI, the IXC, or Verizon. MCI and Verizon agree to make a good faith effort to provide the other Party with notification of any discovered errors within two business days after discovery but, not withstanding, no later than thirty (30) days. In the event of a loss of data, the Parties agree to cooperate to reconstruct the lost data within 10 days after notification and if such reconstruction</p>	

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<b>Network Architecture</b>					
				<p>is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available.</p> <p>9.13 Either Party may request a review or audit of the various components of access 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 4.4 of the General Terms and Conditions 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><b>9.14 If category 1101XX records are not submitted by Verizon in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with MCI's Switched Access tariffs for estimating usage. One methodology could be to review the</b></p>	

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			Network Architecture	<p>total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs.</p> <p>9.15 If category 1150XX records are not submitted by MCIm in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with Verizon's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs.</p> <p>9.16 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party. 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</p>	

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			<b>Network Architecture</b>	<p>designated for such traffic in the future.</p> <p>9.17 In the event MCI determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable MCI to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the MCI Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:</p> $\frac{A}{(A + B)} = \frac{\text{MCIM}}{\text{BILLING PERCENTAGE}}$ <p style="text-align: center;"><b>AND</b></p> $\frac{B}{(A + B)} \text{ VERIZON BILLING PERCENTAGE}$ <p style="text-align: center;"><b>WHERE:</b></p> <p>A THE AIRLINE MILEAGE</p>	

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon VA Rationale
			<b>Network Architecture</b>		
V-1	<i>Competitive Tandem Service</i> Should Verizon be permitted to place restrictions on UNEs so as to preclude AT&T from providing competitive tandem services?	Schedule 4, part B: <b>COMPETITIVE TANDEM SERVICE</b> – Upon request by AT&T, the Parties will establish two-way competitive-tandem trunk groups separate from ESIT trunk groups, to carry traffic between AT&T's switched access customer connected to AT&T's switch and	Competitive tandem service is the provision of competitive switched exchange access service to IXC customers. The IXC is AT&T's customer and AT&T carries the IXC's traffic between the AT&T switch and multiple Verizon end offices. It is AT&T's position that it should be permitted to purchase, at a minimum, Verizon's end office switching UNE	Verizon VA opposes AT&T's proposal as modified in AT&T Witness Talbott's direct testimony on non-mediation issues at pages 115-117.  Verizon VA opposes AT&T's proposal as modified in AT&T Witness Talbott's direct testimony on non-mediation issues at pages 115-117.  9.18 MCI 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 MCI's delivery of notice to Verizon, Verizon and MCI shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.	This issue is not appropriate for this proceeding because it involves access services that are not the subject of a local interconnection agreement. AT&T wants this Commission to regulate interexchange traffic and services when the Act, the Commission, and federal courts have made it clear that the traffic described in § 251(g) is not a part of the traffic

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		<p>Verizon's local customers. Such trunks will be established in GR-394-CORE format. The Parties agree that the following provisions will apply to the switching and transport of competitive-tandem traffic:</p> <p>6.1 Verizon will provide to AT&amp;T UNE local switching, tandem switching and transport of Feature Group D calls from end-users who have chosen an IXC that is connected to the AT&amp;T's tandem switch.</p> <p>6.2 The charges applicable to the functions provided by Verizon to AT&amp;T will be in accordance with [UNE pricing section of Agreement – need cite].</p> <p>6.3 Verizon may bill AT&amp;T directly for the UNEs ordered by AT&amp;T.</p> <p>6.4 AT&amp;T shall direct traffic received from Switched Access customers directly to Verizon's end office serving the called party where such connection exists and is available. Where no such end office connection exists or is available, AT&amp;T may direct such traffic to Verizon's tandem serving</p>	<p><b>Network Architecture</b></p> <p>to provide this service. Revised Talbot/Schell Direct Testimony Non-Mediated Issues at 66.</p> <p>There is a demand for this type of service. Specifically, there are a number of small IXCs that, alone, do not have a sufficient volume of interexchange traffic to justify the costs to establish direct trunks to Verizon end offices. Because these carriers then must pay for tandem switching and common transport, they find themselves at a competitive disadvantage with the larger IXCs that have established direct end office trunks. Large IXCs, such as AT&amp;T, incur tandem costs for a much smaller portion of their traffic. Interconnecting to a CLEC, rather than an ILEC switch, allows smaller IXCs subscribing to this service to lower its tandem costs and compete more effectively. AT&amp;T continues to receive inquiries from IXCs about the availability of this service. <u>Id.</u> at 68.</p> <p>AT&amp;T would offer this competitive tandem service in Virginia to each Verizon end office via a collocation site at that end office. AT&amp;T would configure its local network switches to tandem route the IXC traffic via direct end office Feature Group D trunks ordered from Verizon between the applicable Verizon end offices and</p>		<p>that falls within § 251(b). Interconnection agreements are not intended to replace established switched access tariffs and this Commission's and state commission decisions regarding the treatment of intraLATA and interexchange toll traffic.</p> <p>In AT&amp;T's position statement, it claims to have "the right to offer service[s] to any interexchange carrier ("IXC") that chooses to use AT&amp;T service[s] as a tandem provider." If AT&amp;T wants to provide tandem services to IXCs, it is free to do so, but such an arrangement is between the IXC and AT&amp;T. This is not an issue properly addressed between two local exchange carriers in an interconnection negotiation or arbitration.</p> <p>Unlike a meet point billing arrangement, AT&amp;T's customer is not an end-user of AT&amp;T's local service. Admittedly, AT&amp;T's customer is an IXC. AT&amp;T's competitive tandem service does not affect the competition for local telephone services. If AT&amp;T wants to provide a competitive tandem service to IXCs, this is an arrangement between AT&amp;T and the IXC. AT&amp;T should not be permitted to siphon off Verizon VA's federal and state approved access</p>

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		<p>the called party's end office.</p> <p>6.5 Upon request from AT&amp;T, Verizon shall provide the Carrier Identification Parameter option with competitive-tandem trunk groups ordered by AT&amp;T, so that the primary customer's carrier identification code (CIC) or the CIC designated by the origination of the call will be sent to AT&amp;T in the initial address message of the common channel signaling protocol.</p> <p>6.6 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, the Parties will pass any CPN they receive from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by AT&amp;T, Verizon will route originating</p>	<p><b>Network Architecture</b></p> <p>the subscribing IXC switch. AT&amp;T would either provide the facilities between these two switches or would lease the facilities from third parties or from Verizon. At a minimum AT&amp;T would be purchasing from Verizon end office switching; although as noted, it may also lease facilities to Verizon's end office. In either case, it is AT&amp;T's position that if it leases the facilities from Verizon, the rate for those facilities should be UNE rates and there should be no use restrictions imposed on the use of those facilities. <u>Id.</u> at 68-69.</p> <p>Verizon maintains that this issue should not be addressed in this proceeding because the interconnection agreement should only address interconnection and exchange of local traffic issues. Verizon Direct Interconnection Architecture Testimony Non-Mediated Issues at 42. If the Commission decides to consider it, however, Verizon states that the commission should reject AT&amp;T's proposal because it will "unjustifiably siphon off Verizon's approved access revenues".<sup>1</sup> Finally, Verizon claims that AT&amp;T's proposal raises technical problems that will require Verizon to undertake technically impossible tasks. Verizon Direct Network Architecture Testimony Non-</p>		<p>tariffs in a local interconnection agreement.</p> <p>AT&amp;T's customer is an IXC and, thus, it is not entitled to Verizon VA's UNEs at UNE rates. ILECs are required to unbundle certain aspects of their network, including local switching, to foster competitive local service alternatives to residential and business customers. This unbundling obligation, however, was never meant to allow CLECs who are also IXCs to provide access services with Verizon VA's UNEs at UNE rates. Several state decisions, including decisions from the Indiana Commission and the New York Public Service Commission, have addressed this very issue and determined that AT&amp;T is not entitled to use UNEs and shared transport to provide access services to third parties. The Commission should not adopt AT&amp;T's proposed contract language.</p> <p>Verizon VA Direct Testimony on Non-Mediation Issues, pages 42-47; Verizon VA Rebuttal Testimony on Non-Mediation Issues, pages 25-26.</p>

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<b>Network Architecture</b>					
		<p>Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.</p>	<p>Mediated Issues at 44. Verizon's solution is to require AT&amp;T to purchase transport and switching from its Exchange Access tariffs. <i>Id.</i> at 43.</p> <p>First, it is appropriate to include this issue in an interconnection agreement. AT&amp;T has the right, pursuant to §251 (c)(2) of the Act to obtain interconnection to provide local exchange and exchange access service. Exchange access service is the offering of access to telephone exchange service or facilities for the purposes of origination or termination of telephone toll services. The FCC has specifically confirmed that "providers of competitive access services are eligible to receive interconnection pursuant to §251(c)(2)." Local Competition Order at 186; Also see, AT&amp;T's Petition at 86-89 for further discussion of this issue. Since the service involved in this issue is the provision by AT&amp;T of exchange access service - it clearly falls within those issues to be included in an interconnection agreement.</p> <p>Verizon tries to support its position by pointing out that access traffic is excluded from 47 U.S.C. §251(b)(5), the section relating to reciprocal compensation. Verizon Response at</p>		

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<b>Network Architecture</b>					
			<p>51. What it fails to recognize, or acknowledge, is that AT&amp;T's proposal is not to address any type of terms related to its access traffic;<sup>2</sup> it is to address terms relating to the provision of exchange access service; an entirely different issue and one, as noted above, that is specifically included as part of the interconnection obligations of the ILEC in §251 of the Act.</p> <p>Moreover, there are not any technical problems associated with AT&amp;T's proposal. The technical problem Verizon identified at pages 43-44 of its Direct Testimony relates to a loss of billing detail when the call is routed through two tandems. This is not a problem because there will not be two tandems involved with the originating call. Rather, the calls will go directly from Verizon's end office switch to AT&amp;T's tandem switch and from there to the subscribing IXC switch. Revised Talbott/Schell Rebuttal Testimony Non-Mediated Issues at 48.</p> <p>Finally, AT&amp;T's position on this issue is consistent with the Act and sound public policy. As established in AT&amp;T's discussion of Issue III.7 in its Petition, the provisions of the Act and sound public policy preclude Verizon from unilaterally imposing</p>		

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<b>Network Architecture</b>					
			<p>use restrictions on UNE's purchased by AT&amp;T. AT&amp;T Petition at 101-111 The arguments set forth in that section which support AT&amp;T's position that there should not be any service related restrictions or requirements imposed in connection with the use of unbundled network elements to substitute for special access service, also apply with respect to any service related restrictions or requirement imposed in connection with the use of unbundled network elements to provide competitive tandem service. Also, the Texas Commission, in the Waller Creek case, specifically rejected the imposition of use restrictions designed to prevent a carrier from using UNE's to provide competitive access services. Second Order on Appeal or Order Nos. 9 and 2, Petition of Waller Creek for Arbitration with Southwestern Bell Telephone Company, PUC Docket No. 17922; Complaint of Waller Creek Communications, Inc. for Post Interconnection Agreement Dispute Resolution with Southwestern Bell Telephone Company, PUC Dkt. No. 20268 (April 1999). In that case the Texas Commission found that CLECs may use dark fiber or other UNEs to carry traffic for any other telecommunications provider regardless of who is serving the retail local end user.<sup>3</sup> It found that its</p>		

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			<p align="center"><b>Network Architecture</b></p> <p>decision was consistent with the Act and the FCC's First Report and Order.</p> <p>In conclusion, AT&amp;T's position that Verizon should not be permitted to place any use restrictions on the use of UNEs that would preclude or impede AT&amp;T's ability to offer competitive access services to other IXC's is consistent with the law, pro-competitive policies, and is technically feasible.</p> <p>ENDNOTES</p> <p>1/ Verizon Response at 51; Also see Verizon Direct Interconnection Architecture Testimony Non-Mediated Issues at 47. Verizon also asserts that AT&amp;T's proposal to share the Switched Exchange Access revenue should be rejected because AT&amp;T has not relieved Verizon of any cost functions. As explained in our discussion on Issue V.8, AT&amp;T has since revised its proposal to eliminate revenue sharing. Therefore, this particular complaint of Verizon's has been addressed</p> <p>2/ AT&amp;T's IXC business has no interest in using competitive tandem service, as it currently routes in excess of 90% percent of its traffic via direct end offices trunks. Using this competitive tandem service for AT&amp;T</p>		

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<b>Network Architecture</b>					
			<p>as an IXC would actually increase AT&amp;T's exchange access costs for interexchange traffic.</p> <p>3/ The Waller Creek decision included one transitional condition -- that if the IXC customer served at wholesale by Waller Creek is not also a CLEC, then Waller Creek must collect a residual Interconnection Charge (RIC) and remit to SWBT, if SWBT was serving the end user customer. The RIC was a transport element related access charge used implicitly to help support SWBT's maintenance of affordable interoffice network connections for SWBT's Texas customers with lower volume, predominantly rural toll calling patterns. At the time of the Order, the Commission was in the process of removing implicit universal service fund subsidies derived from access charges -- including the RIC. It has since eliminated the RIC, and thus the condition imposed in this case no longer applies.</p>		
V-2	<b><i>Interconnection Transport</i></b> What is the appropriate rate for Verizon to charge AT&T for transport purchased by AT&T for purposes of interconnection -- the UNE transport rate or the carrier access rate?	AT&T's proposed Section 4.0 et seq. and Schedule 4 provide the appropriate terms and conditions for interconnection transport. VZ should be compelled to provide interconnection transport at UNE rates and publish costs in an attached pricing schedule to the interconnection agreement.	It is Verizon's position that it can charge AT&T access rates for any interconnection facilities AT&T may lease that do not terminate at a collocation arrangement. Verizon Direct Network Architecture Testimony Non-Mediated Issues at 30. It is AT&T's position that UNE transport rates are the appropriate	See Exhibit A to Verizon VA's proposed interconnection agreement, I.A.II.	AT&T should not be permitted to receive UNE rates for its interconnection transport. Verizon VA provides AT&T with four options for delivering its traffic to the Verizon IP. These options are: (1) AT&T can collocate and purchase UNE interoffice facilities to connect its collocation space to its switch

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