

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p><i>only to the extent required by, Applicable Law.</i></p> <p>Loop Qualification:</p> <p><i>11.2.12.1 Verizon shall make Digital Designed Loops available to AT&T at the rates as set forth in Exhibit A.</i></p> <p><i>11.2.12.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.9.2, Items A-H):</i></p> <p><i>A. AT&T shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.</i></p> <p><i>B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to AT&T on a non-discriminatory basis. AT&T</i></p>	

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				<p>may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop; provided, however, AT&T shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if AT&T chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.</p> <p>C. If the Loop is not listed in the mechanized database described in section (B) above, AT&T must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of AT&T's valid and accurate request will be generally required before a FOC or a query can be issued to AT&T with the Loop qualification results. Verizon may require additional time</p>	

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				<p><i>to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.</i></p> <p><i>D. If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), AT&T may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations.</i></p> <p><i>E. If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 11.2.12.2(B) above, Verizon will query the service order back to AT&T for qualification and will not accept such service order until the</i></p>	

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				<p><i>Loop has been so prequalified (i.e. manual, mechanized, or engineering query). If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to AT&T with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).</i></p> <p><i>F. Where AT&T has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), AT&T, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if AT&T is already aware of the conditioning required (e.g.,</i></p>	

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				<p>where AT&T has previously requested a manual loop qualification or an Engineering Query), AT&T may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.9 upon receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop.</p> <p><i>11.2.12.3 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Design Loop provisioning problems. In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by AT&T, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:</i></p> <p><i>A. Three (3) business days will be required following receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.</i></p> <p><i>B. Upon completion of an Engineering Query, Verizon will initiate the construction order to</i></p>	

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				<p><i>perform the changes/modifications to the Loop requested by AT&T. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval, unless such additional time is not permitted pursuant to Applicable Law.</i></p> <p><i>C. After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.</i></p> <p><i>11.2.12.4 If AT&T requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If AT&T cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, AT&T shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If AT&T cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, AT&T shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.</i></p>	
III-10-B	<i>Must Verizon implement line splitting in a nondiscriminatory and</i>	<i>See AT&T Contract Language For III.A.</i>	<i>See AT&T Rationale For III.10.A.</i>	<i>11.2.17.4 AT&T may only access the high frequency portion of a</i>	It has always been Verizon's position that CLECs may engage in line

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	<p>commercially reasonable manner that allows AT&T to provide services in the high frequency spectrum of an existing line on which Verizon provides voice service (line sharing) or on a loop facility provided to AT&T as a UNE-loop or as part of a UNE-P combination (line splitting)?</p>			<p><i>Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. AT&T is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. AT&T is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In Configuration Options 1 and 2, the splitter must be provided by AT&T and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of</i></p>	<p>splitting. Specifically, Verizon has always been willing to provide CLECs with an xDSL compatible loop to facilitate line splitting, terminating in a splitter owned by a voice-CLEC (VLEC) or data-LEC (DLEC) at an established collocation arrangement in a Verizon serving wire center that contains an end office switch through which the VLEC may provide the analog circuit-switched voice grade service to the end-user. Verizon has never precluded AT&T from migrating a UNE-P combination to an xDSL compatible loop terminated on a splitter provided by AT&T or another CLEC on behalf of AT&T and switch port in order to facilitate line splitting. Thus, as the Commission has already recognized, Verizon currently offers competitors nondiscriminatory access to the individual network elements necessary to provide line-split services and that nothing prevents competitors from offering voice and data services over a single unbundled loop.</p> <p>Verizon clarified its position in a formal policy statement issued on February 14, 2001 to all CLECs, including AT&T and WorldCom. As this policy statement makes clear, CLECs may engage in line splitting by using Verizon's existing OSS "to order and combine in a line splitting configuration an unbundled xDSL capable loop terminated to a</p>

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				<p><i>any Verizon affiliate. AT&T must designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&T selects Options 1 or 2, the splitter arrangements must be installed before AT&T submits an order for Line Sharing.</i></p> <p><i>Splitter Option 1: Splitter in AT&T Collocation Area</i></p> <p><i>In this configuration, the AT&T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&T in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the AT&T Collocation area. Any rearrangements will be the responsibility of AT&T.</i></p> <p><i>Splitter Option 2: Splitter in Verizon Area</i></p> <p><i>In this configuration, Verizon inventories and maintains an AT&T-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.</i></p> <p><i>In those serving End Offices where Verizon has employed the use of a Point of Termination ("POT") Bay, the splitter will be installed</i></p>	<p>collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects." In other words, a CLEC that is using a UNE-P arrangement can order (1) an unbundled xDSL capable loop that is terminated to a collocated splitter and DSLAM equipment and (2) unbundled switching combined with shared transport. This will allow AT&T to replace a UNE-P with an arrangement that will allow the CLEC to provide both data and voice over the same line. The same process can be used when ordering new loops for the provisioning of both voice and data. Verizon also has included the February 14th policy in the contract itself.</p> <p>Verizon believes any disputed operation issue associated with line splitting should be dismissed from this arbitration.</p> <p>In the <i>Line Sharing Reconsideration Order</i>, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL</p>

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				<p><i>(mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the AT&T Collocation and the splitter. At AT&T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by AT&T.</i></p> <p><i>In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&T does not have access. AT&T shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to AT&T's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon-approved vendor.</i></p> <p><i>In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to AT&T upon completion of the required augment.</i></p> <p><i>(i) Where a new splitter is to be installed as part of an initial</i></p>	<p>Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration.</p> <p>Further, Verizon notes that its proposed line splitting language has already been found to implement line splitting in a nondiscriminatory and commercially reasonable manner in compliance with the Commission's rules. Under Verizon's line splitting proposals, AT&T can use all of the features, functions and capabilities of a loop so that AT&T (or AT&T and its authorized agent) can provide services in both the low frequency and high frequency spectrum ("HFS") of a customer's existing loop facility that AT&T leases from Verizon. Verizon notes, however, that AT&T has attempted to include the splitter as part of the "features, functions and capabilities of a loop," despite the Commission's rejection of this claim on more than one occasion. While the</p>

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				<p><i>Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).</i></p> <p><i>(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or AT&T's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&T must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.</i></p> <p><i>11.2.18.1 AT&T may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in</i></p>	<p>Commission has agreed to re-address this issue in upcoming proceedings, it has made clear that Verizon has no current obligation to purchase splitters on behalf of a CLEC, and any contract language requiring Verizon to do so must be rejected.</p> <p>Verizon Advanced Services Direct testimony pages 4 – 28; Verizon Advanced Services Panel Rebuttal Testimony pages 3 – 53.</p>

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				<p><i>paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between AT&T and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability immediately, AT&T may order an unbundled xDSL capable loop, which will terminate to a collocated splitter and DSLAM equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross connects, under the terms and conditions set forth in the applicable sections for each element in this Agreement. AT&T or its data partner shall provide any splitters used in a line splitting configuration.</i></p> <p><i>Verizon will provide to AT&T any service as described and developed by the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 consistent with such implementation schedules, terms, conditions and guidelines established by the Collaborative, allowing for local jurisdictional and OSS differences.</i></p>	

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III-10.B.1	<p><i>Must all aspects of the operational support delivered to AT&T in support of line sharing and line splitting arrangements with Verizon [] be at no less than parity as compared to the support provided when Verizon engages in line sharing with its own retail operation, with an affiliated carrier, or with unaffiliated carriers in reasonably similar equipment configurations? (Pfau Direct at 119 – 122)</i></p>	<p><i>See AT&T Contract Language For III.10.A.</i></p>	<p><i>Clearly the answer must be "yes;" otherwise there can simply be no assurance that AT&T will receive nondiscriminatory support from Verizon. AT&T has therefore proposed contract language to ensure that Verizon provides operational support for line sharing and line splitting at no less than parity as compared to the support provided when Verizon engages in line sharing with its own retail operation, with an affiliated carrier, or with unaffiliated carriers in reasonably similar equipment configurations.</i></p> <p><i>Section 1.3.5 of AT&T's Schedule 11.2.17¹ provides:</i></p> <p><i>"Verizon shall provide non-discriminatory operational support to AT&T and any Authorized Agent for the purpose of Line Splitting."²</i></p> <p><i>This provision is obviously necessary to establish Verizon's core operational obligations. Several other AT&T provisions require other specific types of nondiscriminatory conduct by Verizon. Section 1.3.12 requires Verizon to track provisioning intervals and "due dates met" separately for line sharing and line splitting, to assure that Verizon's support for line sharing (where Verizon retains the customer's voice service), is not superior to its support of line splitting, (where it does not retain the customer's voice service).</i></p>	<p><i>See Verizon Contract Language for III-10-A.</i></p>	<p>Verizon believes any disputed operation issue associated with line sharing and splitting, including operational support, should be dismissed from this arbitration. In the <i>Line Sharing Reconsideration Order</i>, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs- including AT&T -- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration.</p> <p>Verizon notes that to the extent that Verizon Advanced Data Inc. ("VADI") enters into line splitting arrangements with a UNE-P voice provider, and to the extent the UNE-P provider authorizes VADI to place</p>

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			<p><i>Section 1.7 provides AT&T with identical options for testing loop facilities, whether it uses line sharing or line splitting. Section 1.9 sets forth specific requirements that assure billing parity for both line sharing and line splitting when AT&T provides the voice service using UNE-P.</i></p> <p><i>Finally, § 1.10 of AT&T's proposed agreement requires Verizon to establish specific performance tracking obligations to assure that metrics and periodically reported data are available to monitor Verizon's performance of its line sharing and line splitting functions. It also requires Verizon to disaggregate the data in a manner that will help to disclose any disparities in Verizon's performance for itself, its affiliates and third parties. These measures are obviously critical to determining whether Verizon actually provides parity performance. Verizon's response that "[n]o measurements for the interval of service interruption [in implementing a line sharing order for a customer with existing voice service] are known to exist at this time" is unacceptable. Verizon response to AT&T Data Request 3-28, dated July 18, 2001.</i></p> <p><i>All of these specific requirements are appropriate and necessary to assure that Verizon's obligations are fully fleshed out and that there is as little room as possible</i></p>		<p>orders on its behalf, the ordering processes used by VADI to order a line splitting arrangement will be identical to those used by any other CLEC (whether a UNE-P provider or a DLEC) ordering a line splitting arrangement.</p> <p>Likewise, the line sharing ordering process used by VADI is the same as the line sharing ordering process used by any other DLEC: VADI or any other DLEC submits one LSR, using OSS interfaces, for the establishment of a line sharing arrangement in order to offer an xDSL product over a loop used by Verizon VA to provide voice service. VADI uses the same ordering process CLECs will use to offer an xDSL product over a UNE-P loop used by that or another carrier to provide voice service.</p>

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			<p><i>for future dispute over Verizon's specific duties to support line sharing and line splitting in a nondiscriminatory manner. None are adequately addressed by Verizon's vague language; all are compelled under AT&T's specific language.</i></p> <p><i>Both AT&T and Verizon recognize that many of the implementation issues surrounding advanced services are being discussed in the New York collaborative. AT&T believes that the results of the collaborative—in its entirety, i.e., not just those results Verizon voluntarily agrees to—should be adopted by reference here in order to ensure a single consistent method of implementing advanced services in Virginia and throughout the region. Verizon should not be allowed to adopt only those decisions from the New York collaborative that it favors, but all of the decisions from the collaborative. Otherwise, Verizon will be allowed successive "bites at the apple" with respect to decisions that it does not support.</i></p> <p><i>AT&T's proposed language reasonably requires that Verizon accept in Virginia the resolution of disputed issues adopted by the New York Commission. Moreover, in order to assure that these provisions are adopted promptly, AT&T's language provides that Verizon will implement the results in Virginia contemporaneously in both states.³ This is fully consistent with Verizon's</i></p>		

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			<p><i>obligation to develop region-wide OSS across all of the Bell Atlantic states. See e.g., Application of GTE Corporation and Bell Atlantic Corporation for Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorization and Application to Transfer Control of a Submarine Cable Landing License), CC Docket No. 98-184, Memorandum Opinion and Order, released June 16, 2000 ("Bell Atlantic/GTE Merger Order"), ¶ 286. Accordingly, AT&T's proposed contract language provides:</i></p> <p><i>At AT&T's request, Verizon shall provide in Virginia the same functionality and operational support as is agreed to between the Parties in the collaborative sessions occurring in New York or that is directed by the New York State Public Service Commission with respect to the implementation of Line Sharing or Line Splitting. To the extent that AT&T makes such a request of Verizon in Virginia, unless AT&T specifically agrees in writing, such functionality and support shall be implemented in Virginia contemporaneously with that implemented in New York, and the implementation of such functionality and</i></p>		

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			<p><i>operational support shall be identical to that in New York, including their impacts on AT&T's internal operations and OSS interfaces.⁴</i></p> <p><i>ENDNOTES</i></p> <p><i>1/ AT&T's Schedule 11.2.17 contains virtually all of AT&T's proposed contract terms for line sharing and line splitting. Unless specified below, all section reference to AT&T's proposed contract language are to that Schedule, which Verizon has rejected in its entirety (see Verizon's May 31, 2001 Answer, Tab C).</i></p> <p><i>2/ This section also clarifies that AT&T is the sole entity that is purchasing the loop when it engages in line splitting and that AT&T has the right to continue to use any splitter that Verizon has previously deployed on the loop. These terms are necessary to dispel any confusion as to which carrier has the right to control the loop and to prevent any unnecessary "rip-apart" of existing service arrangements when none is required to provide the service the customer requests (see FCC Rule 51.315(b)). It also requires Verizon to define a mutually agreeable means to define permissible activities by AT&T's Authorized Agent and assures that AT&T will not be held responsible for any charges that were</i></p>		

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			<p><i>incurred before AT&T took "ownership" of the loop.</i></p> <p><i>3/ Verizon apparently agrees with this in principle and thus should not object to incorporating such language in the agreement. See SSUI, p. 93 (agreeing to implement the "timelines" from the New York Collaborative). Accordingly, it should not be permitted to delay the implementation of the New York line splitting requirements because of "local jurisdictional and OSS differences" (see Verizon's proposed § 11.2.18.1).</i></p> <p><i>4/ AT&T Proposed Contract at § 1.12. See also AT&T's proposed § 1.3.4, which permits AT&T to place either line sharing or line splitting orders using the "existing interface for submission of UNE-P orders and order status tracking," and requires the ordering interface to be the same across all of Verizon's states; and AT&T's proposed § 1.7.4, which permits AT&T to log and track trouble tickets, execute MLT tests and receive the results of such tests using the interface established for UNE-P customer configurations.</i></p>		
III-10-B.2	<i>Must Verizon immediately provide AT&T with the procedures it proposes to implement line splitting on a manual basis?</i>	<i>See AT&T Contract Language For III.10.A.</i>	<i>This should not be an issue. Verizon agrees in principle that AT&T is entitled to line splitting. But, Verizon has failed to indicate the procedures by which AT&T will actually receive line splitting. Thus, Verizon's agreement is hollow in the absence of</i>	11.2.18.1 <i>AT&T may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration</i>	Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. In the <i>Line Sharing Reconsideration Order</i> , the Commission urged ILECs

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			<p><i>providing procedures.</i></p>	<p><i>Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between AT&T and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability immediately, AT&T may order an unbundled xDSL capable loop, which will terminate to a collocated splitter and DSLAM equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross connects, under the terms and conditions set forth in the applicable sections for each element in this Agreement. AT&T or its data partner shall provide any splitters used in a line splitting configuration.</i></p> <p><i>Verizon will provide to AT&T any service as described and developed by the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 consistent with such implementation schedules, terms, conditions and guidelines established by the Collaborative, allowing for local jurisdictional and OSS differences.</i></p>	<p>and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration.</p> <p>Verizon's proposed contract language will implement line splitting throughout the footprint, as required by law, for AT&T and WorldCom in Virginia consistent with the service descriptions, procedures and timelines agreed upon in the New York Collaborative. This is the same process and procedure Verizon intends to adopt in Massachusetts and Pennsylvania.</p>

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					Finally, Verizon is unclear as to what "procedures" AT&T seeks. If AT&T seeks the service descriptions Verizon intends to implement in Virginia, it has AT&T has received these procedures in the New York DSL Collaborative, as well as in numerous state proceedings -- and indeed participated in their development through the New York Collaborative.
III-10-B.3	<i>Must Verizon implement electronic OSS, that are uniform with regards to carrier interface requirements, to implement line splitting contemporaneously with its implementation of such capabilities in New York, but in no event later than January 2002? (Pfau)</i>	See AT&T Contract Language For III-10.A.	Verizon (fka Bell Atlantic) pledged to provide uniform OSS throughout its service territories by virtue of commitments made to the FCC in connection with the merger of NYNEX and Bell Atlantic. Verizon-Virginia is therefore under an obligation to have uniform OSS. Without fulfilling its obligations to provide uniform OSS for implementing line splitting (and even provide procedures for doing so manually), AT&T remains stymied in its efforts to provide line splitting to serve Virginia consumers.	<i>11.2.18.1 AT&T may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the ECC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between AT&T and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability immediately, AT&T may order an unbundled xDSL capable loop, which will terminate to a collocated splitter and DSLAM equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross connects, under the terms and conditions set forth in the applicable sections for each element in this</i>	Verizon believes any disputed operation issue associated with line splitting should be dismissed from this arbitration. In the <i>Line Sharing Reconsideration Order</i> , the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to

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				<p><i>Agreement. AT&T or its data partner shall provide any splitters used in a line splitting configuration.</i></p> <p><i>Verizon will provide to AT&T any service as described and developed by the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 consistent with such implementation schedules, terms, conditions and guidelines established by the Collaborative, allowing for local jurisdictional and OSS differences.</i></p>	<p>circumvent the Commission's recommended forum for addressing these issues through arbitration.</p> <p>Verizon's proposed contract language will implement line splitting throughout the footprint, as required by law, for AT&T and WorldCom in Virginia consistent with the service descriptions, procedures and timelines agreed upon in the New York Collaborative. This is the same process and procedure Verizon intends to adopt in Massachusetts and Pennsylvania.</p> <p>While the Commission required ILECS "to make all necessary modifications to facilitate line splitting, including providing nondiscriminatory access to OSS necessary for pre-ordering, ordering, provisioning, maintenance and repair and billing for loops used in line splitting arrangements," as well as the "central office work necessary to deliver unbundled loops and switching to a competing carrier's physically or virtually collocated splitter that is part of a line splitting arrangement," it also recognized that the OSS modifications required to support line splitting will take some time to implement. The Commission reaffirmed this understanding in its order granting Verizon 271 approval in Massachusetts.</p> <p>Verizon Advanced Services Direct</p>

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III-10-B.4	<p>Must Verizon provide automated access to all loop qualification data to AT&T simultaneously with providing automated access to itself or any other carrier, including non-discriminatory treatment with regard to planning and implementation activities preceding delivery of the automated access?</p>	<p>See AT&T Contract Language For III.10.A.</p>	<p>Verizon is unquestionably obligated to provide automated access to loop qualification data. Further, Verizon should be obligated to provide access to the raw data populating the loop information databases. Instead, Verizon provides access to a "filtered" loop qualification system that qualifies loops consistent with the design parameters of the advanced service offerings of its affiliate, VADI. AT&T's preference is to be provided with access to the raw data, before Verizon filters it.</p> <p>It is only reasonable for Verizon to consult with AT&T in determining the OSS and other systems deployed which enable line sharing and line splitting, including loop qualification data. In a truly competitive market, Verizon would welcome input from its largest wholesale customers. Instead, Verizon is denying access to planning and implementation activities preceding delivery of automated access to its loop qualification data. Thus AT&T proposes the following contract language § 1.3.1 for consideration:</p> <p>Should Verizon subsequently offer any other Loop qualification procedures or methods to any other party engaged in Line Sharing or Line Splitting with Verizon, then Verizon shall provide AT&T with a</p>	<p>11.2.12.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.9.2, Items A-H):</p> <p>A. AT&T shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.</p> <p>B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to AT&T on a non-discriminatory basis. AT&T may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop; provided, however, AT&T shall request manual loop qualification or an Engineering</p>	<p>Testimony pages 4 – 28; Verizon Advanced Services Panel Rebutta</p> <p>Verizon believes any disputed operation issue associated with loop qualification should be dismissed from this arbitration.</p> <p>In the <i>Line Sharing Reconsideration Order</i>, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration.</p> <p>Verizon's proposed contract language provides nondiscriminatory access to OSS pre-ordering functions associated with determining whether a</p>

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			<p><i>non-discriminatory opportunity to participate in planning and implementing modifications to available data compilations or procedures and shall simultaneously make any new or changed procedures and new or restructured data available to AT&T, if so requested by AT&T, for use at AT&T's option. The pre-qualification interface(s) shall be uniform across all of the states served by Verizon.</i></p>	<p><i>Query if the mechanized loop qualification database is not available or if AT&T chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.</i></p> <p><i>C. If the Loop is not listed in the mechanized database described in section (B) above, AT&T must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of AT&T's valid and accurate request will be generally required before a FOC or a query can be issued to AT&T with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.</i></p> <p><i>D. If the query to the mechanized</i></p>	<p>loop is capable of supporting xDSL technologies. As in New York and Massachusetts, Verizon's proposed language permits a CLEC to access loop qualification information in one of three ways. The first is a mechanized loop qualification database that provides information relevant to whether a particular loop is qualified to provide information relevant to the xDSL service the CLEC wants to provide. This is the same database that is used by Verizon Advances Data Inc. ("VADI"). AT&T may utilize this mechanized loop qualification database, where available, prior to submitting an electronic order for line sharing.</p> <p>If AT&T chooses not to use the mechanize loop qualification database, Verizon will make loop qualification information available through either a manual loop qualification or an Engineering Query.</p> <p>In the New York Collaborative, some CLECs have expressed interest in obtaining electronic access to the limited loop make-up information contained in a back office inventory system known as Loop Facilities Assignment Control ("LFACS"). Verizon voluntarily offered in the New York Collaborative to provide CLECs with electronic access to the loop make-up information in this system, provided that the CLECs</p>

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				<p><i>loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), AT&T may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations.</i></p> <p><i>E. If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 11.2.12.2(B) above, Verizon will query the service order back to AT&T for qualification and will not accept such service order until the Loop has been so prequalified (i.e. manual, mechanized, or engineering query). If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to AT&T with a "Nonqualified" indicator and with information showing whether the</i></p>	<p>agree on an approach and reimburse Verizon for development costs. While none of the CLECs indicated that they wanted Verizon to proceed on these terms, in an effort to accommodate these carrier-customers, Verizon has moved forward to develop and deploy a pre-order process to provide CLECs with electronic access to the limited loop make-up information that is currently stored in LFACs. An interim process is currently in place, and a long term solution was presented by Verizon to the CLEC Change Management forum on June 2001, which is scheduled for implementation in October 2001.</p> <p>Once this long term solution has been implemented, and costs and prices developed, Verizon will amend its interconnection agreements to include access to LFACs data. Until the long term process can be fully implemented, however, it is premature to negotiate the specific contract language.</p> <p>Verizon Advanced Services Direct Testimony pages 4 – 28; Verizon Advanced Services Panel Rebuttal Testimony at pages 37-38, 50-53.</p>

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				<p><i>non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).</i></p> <p><i>F. Where AT&T has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), AT&T, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if AT&T is already aware of the conditioning required (e.g., where AT&T has previously requested a manual loop qualification or an Engineering Query), AT&T may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.9 upon receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop.</i></p>	

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				<p><i>11.2.17.2 The following ordering procedures shall apply to Line Sharing:</i></p> <p><i>(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. AT&T must utilize the mechanized or manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination.</i></p> <p><i>(ii) AT&T shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.</i></p> <p><i>(iii) If the Loop is prequalified by AT&T through the Loop prequalification database, and if a positive response is received and followed by receipt of AT&T's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR Confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops,</i></p>	

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				<p><i>unless a different interval is ordered by the Commission.</i></p> <p><i>(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) additional business days will generally be required to obtain Loop qualification results before an LSR Confirmation can be returned following receipt of AT&T's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.</i></p> <p><i>(v) If conditioning is required to make a Loop capable of supporting Line Sharing and AT&T orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.</i></p> <p><i>(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing</i></p>	

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				<p><i>arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. Except as otherwise required by Applicable Law, the standard provisioning interval for Line Sharing shall be three (3) business days. In no event shall the Line Sharing interval applied to AT&T be longer than the interval applied to any affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of not less than six (6) business days.</i></p> <p><i>(vii) AT&T must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.</i></p> <p><i>(viii) The Parties recognize that Line Sharing is an offering that requires both Parties to make</i></p>	

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				<p><i>reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning problems and facility issues. AT&T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts, which shall be non-binding, are in addition to projections provided for other stand-alone unbundled Loop types.</i></p>	
III-10-B.5	<p><i>Can Verizon require AT&T to pre-qualify aq loop for xDSL functionality?</i></p>	<p><i>See AT&T Contract Language For III-10.A.</i></p>	<p><i>A requesting carrier should have the right to decide how to pre-qualify a loop, as long as that carrier informs Verizon of the type of DSL service it will be providing over the loop.¹ (See, generally, Pfau Rebuttal at 4-8).</i></p> <p><i>Verizon, however, opposes AT&T's use of its own loop qualification tool for two primary reasons: (1) Verizon has designed a tool it asserts meets the needs of the industry, and (2) Verizon claims that it should not be required to modify its systems to accommodate AT&T's needs. Neither of these reasons withstands scrutiny. Moreover, Verizon apparently misunderstood AT&T's position on this issue, because its Direct testimony leaves the incorrect impression that AT&T would not perform loop qualification at all.</i></p> <p><i>In most instances, AT&T does not object to performing loop qualification. However, there is an</i></p>	<p><i>See Verizon Contract Language For III-10-B-4.</i></p>	<p>Verizon believes any disputed operation issue associated with loop qualification should be dismissed from this arbitration.</p> <p>In the <i>Line Sharing Reconsideration Order</i>, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs-including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that</p>

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			<p><i>exception. AT&T opposes a requirement that it must qualify a loop that was previously qualified (and if necessary conditioned) to support equivalent DSL services. And in this case Verizon largely concurs, stating that "Verizon VA agrees that AT&T should not be required to pre-qualify a loop that has already been pre-qualified for the same advanced data service in the same time period (i.e. the loop has been in continuous use for the same service)." Clayton et al. Direct Testimony at 6. Thus, the difference between the parties' position in such cases is limited to the italicized language.</i></p> <p><i>Aside from this exception, AT&T does not object to performing loop qualification. But AT&T believes it can do this and there should not be a mandate by Verizon that it use only the tools and procedures provided by Verizon. There is no legal basis for Verizon to dictate that its tools be employed. Such a requirement would only stifle innovation, and is in conflict with the Commission's policy objectives. First, if all competing alternatives are foreclosed, Verizon would have no incentive to provide a cost-effective and efficient approach. Second, AT&T's ability to deploy innovative services or sell retail customers retail services that fully exploit the capability of their loops could be limited, because Verizon's loop qualification procedures were not</i></p>		<p>collaborative, and Verizon's contract language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration. Moreover, Verizon notes that this is one of the very issues the Commission suggested the Parties address through a collaborative process.</p> <p>AT&T should not be permitted to decide at its sole discretion whether it will use Verizon's pre-qualification tools to individually qualify loops to provide advanced services. The existing qualification methods and tools developed have been implemented on the basis of the consensus of all parties and collectively meet the CLECs' needs for pre-qualifying loops for DSL. Moreover, a number of the processes and programs developed have been as a result of direct intervention and request. Verizon accordingly has invested significant amounts of time and money into modifying its systems and building new capabilities. It should not now be required to expend more resources to accommodate just one CLEC in an idiosyncratic manner that is not required under applicable law. Consistent utilization of the database by all CLECs ensures that Verizon delivers the specific xDSL loop that each CLEC requests.</p>

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			<p><i>been designed to meet AT&T's needs. AT&T's proposed contract language relating to line sharing clearly states that AT&T will employ Verizon's loop qualification procedures when Verizon is the underlying voice provider. See Section 1.3.1 of AT&T's Schedule 11.2.17. AT&T agrees to do this because shared service over a single loop is involved and, by using Verizon's loop qualification procedure, a source of potential finger pointing is removed. In all other instances, however, i.e., when AT&T engages in line splitting or provides a "data only" offering, for which Verizon is not providing retail services over the loop, AT&T's use of the Verizon tool should be optional -- not mandatory, id. Section 1.3.2., as long as AT&T performs a reasonable loop qualification.³</i></p> <p><i>In fact, AT&T proposes to test its own loops because it believes it can better assure the ability of the loop characteristics to match its service offering's technical requirements. Verizon's approach to loop qualification tests a subset of loops subtending a remote terminal to establish their loss and inductance characteristics and then assumes that all other subtending loops have the same general characteristics, because they should adhere to carrier serving area design principles. The approach is not foolproof, as evidenced by Verizon's admission that trouble</i></p>		<p>Once a loop is used to provide advanced services, it is not automatically qualified to provide any advanced services at any time. By eliminating the pre-qualification process for loops already providing advanced services, Verizon will receive unnecessary trouble reports, causing it to operate in an inefficient manner. In addition, eliminating the pre-qualification process would require OSS modifications since Verizon's systems are currently designed to require a pre-qualification on advanced services such as line sharing and line splitting.</p> <p>Moreover, Verizon notes that this is one of the very issues the Commission suggested the Parties address through a collaborative process.</p> <p>Verizon Advanced Services Direct Testimony pages 16-23; Verizon Advanced Services Panel Rebuttal Testimony at pages 38, 50-53.</p>

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			<p>reports are sometimes generated even with loops that are pre-qualified. Clayton et al. Direct Testimony at 22. Verizon's approach attempts to characterize the specific loop based on a sample, and sample results typically have variance.</p> <p><i>AT&T's method of qualifying loops, in contrast, was developed in conjunction with a well-respected developer of telecommunications OSS. More importantly, AT&T's method enables it to test the characteristics of individual loops for use with DSL, specifically at this point ADSL. Thus, unlike Verizon's mechanized approach that only profiles the expected average characteristics of the subtending loops, AT&T plans to use a procedure that tests the specific loop currently used by the retail customer for POTS service. By doing so, AT&T is in a position to tell the customer the type of throughput that might actually (rather than theoretically) be achieved over the loop and thereby be able to sell services with differentiated levels of bandwidth commitments.</i></p> <p><i>AT&T can even determine the same information that Verizon is able to determine, precisely because the test it performs is similar to Verizon's mechanized qualification process. Telecommunications equipment has predictable signatures in terms of resistance/loss and inductance that is standardized within</i></p>		

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			<p><i>loop plant design. Thus, AT&T's electrical test of the loops can predict the presence of such equipment with a high degree of reliability.</i></p> <p><i>AT&T can even determine the presence of excessive bridge taps and interferences, at least to an equivalent extent as Verizon's approach. The presence of excessive bridge taps will be identified by analyzing the electrical characteristics of the loop the customer is currently using. Potential interferences must be accommodated through modeling, i.e., assumptions are made regarding the presence of a specific number and type of sources of interference in the binder group. Based upon those assumptions, the adequacy of signal carrying potential (for DSL) can be evaluated by adjusting the measured signal strength. Such procedures are well recognized (and generally accepted) by the standards bodies dealing with DSL issues.</i></p> <p><i>Despite Verizon's claims, there are no significant modifications required to Verizon's OSS to accommodate AT&T's use of its own loop qualification testing procedures. This explains why Verizon has not offered supporting facts for this claim. It appears that the current procedure requires CLEC submission of a particular data element on its order that, in effect, tells Verizon that the loop is</i></p>		

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			<p><i>qualified. Lacking this "password," the order is rejected. It should not be a problem for Verizon to provide such a "password" to AT&T for its use to prevent rejection of its orders when it has performed its own loop qualification. Indeed, the same process would appear to be required to enable AT&T to submit an order on a loop that was previously qualified and also meets the Verizon "simultaneity" requirement. In the alternative, Verizon could override the need for such an edit for AT&T orders.⁴ In any event, the accommodations necessary to enable AT&T to use its own loop qualification process should be simple and inexpensive and not entail any significant delay to implement.</i></p> <p><i>AT&T should be allowed to use its own testing equipment whenever possible. This will reduce tensions between the two carriers by making AT&T self-reliant on its own design parameters for providing different services given a particular loop's qualities and provide it with the opportunity to help control its own costs.</i></p> <p><i>Sections 1.3.2&3 of AT&T's proposed contract address these issues. In particular, § 1.3.2 provides that AT&T may, at its option, decide whether to make use of Verizon's loop qualification information in</i></p>		

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			<p>connection with line splitting, using the same pre-ordering interface used for UNE-P orders that do not involve line splitting. Section 1.3.3 expressly provides that Verizon may not reject an order for line splitting simply because AT&T has not pre-qualified the loop using Verizon procedures.</p> <p><i>ENDNOTES</i></p> <p><i>1/ AT&T recognizes that it is appropriate to provide such information, so that Verizon can perform its spectrum management functions on the binder group. See § AT&T's 1.4 ("AT&T shall provide Verizon with the information required by FCC Rules regarding the type of xDSL technology that it deploys on each loop facility employed in Line Sharing or Line Splitting"). This language provides more (and clearer) detail regarding how this information should be provided than Verizon's language in its proposed § 11.2.17.3.</i></p> <p><i>3/ AT&T will also inform Verizon of the type of service that it will be providing over the high frequency spectrum. See Section 1.4 of Schedule 11.2.17 of AT&T's proposed contract. It would, of course, be pointless for AT&T to attempt to sell a customer a DSL service without knowing whether the customer's loop could support the service AT&T proposes to offer.</i></p> <p><i>4/ AT&T's proposed contractual terms already provide that AT&T will not hold Verizon responsible if it does not perform a loop qualification on a</i></p>		

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			<i>loop that was not previously qualified to provide the service that AT&T seeks to offer. See Section 1.2.2 of Schedule 11.2.17..</i>		
III-10-B-5a	<i>If AT&T elects not to pre-qualify a loop and the loop is not currently being used to provide services in the HFS, but was previously used to provide a service in the HFS, should Verizon be liable if the loop fails to meet the operating parameter of a qualified loop?</i>	<i>See AT&T Contract Language For III.10.A.</i>	<i>See AT&T Rationals for III-10-B-5.</i>	<i>See Verizon Contract Language For III-10-4.</i>	<i>See Verizon Rationale For III-10-5.</i> Verizon Advanced Services Direct Testimony pages 16–23; Verizon Advanced Services Panel Rebuttal Testimony at page 39.
III-10-B.6	<i>Can AT&T, (or its authorized agent), at its option provide the splitter functionality in virtual, common (aka shared cageless) or traditional caged physical collocation?</i>	<i>See AT&T Contract Language For III.10.A.</i>	<i>Yes. However, Verizon appears to have mistaken AT&T's position in this regard. See SSUI at 96. Section 1.5 of Schedule 11.2.17 merely provides that AT&T may deploy a splitter in any type of collocation that it has established in a Verizon central office. It does not give (or seek to give) AT&T the additional right to select the particular place in the Verizon office where the collocation will be located. In fact, consistent with AT&T's proposed language, Verizon acknowledges "AT&T has the option of placing splitter equipment in their own collocation space." See Verizon Response to DR 3-49. Thus, Verizon has no reason to challenge AT&T's proposed language on this issue.</i>	<i>See Verizon Contract Language For III-10-A.</i>	Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration. <i>In the Line Sharing Reconsideration Order, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop qualification issues. Verizon has been doing just that by working with CLECs—including AT&T and WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and AT&T relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract</i>

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					<p>language incorporates the results of that collaborative by reference. AT&T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration.</p> <p>Moreover, Verizon notes that to the extent AT&T seeks the option of whether to collocate its own splitter in a virtual or physical collocation arrangement, Verizon's proposed contract language provides what AT&T seeks. To the extent AT&T seeks the option to "provide" splitter functionality through an ILEC-owned splitter, see Response to AT&T Issue III-10-B.</p> <p>Verizon Advanced Services Direct Testimony pages 10-16; Verizon Advanced Services Panel Rebuttal Testimony at page 39</p>
III-10-B.7	<i>Must Verizon, at AT&T's request, deploy a splitter on a line-at-a-time basis as an additional functionality of the loop?</i>	<i>See AT&T Contract Language For III-10.A.</i>	<i>Although AT&T has demonstrated both the legal and practical basis for enforcing such an obligation, AT&T does not oppose deferral of the issue, provided that the Commission agrees that it will promptly act to resolve it in a later phase of this proceeding, once it issues a ruling in a proceeding of general application.</i>	<i>See Verizon Contract Language For III-10-A.</i>	<p>The Commission has already found that under its current rules, ILECs are not required to own splitters, and that splitters are not part of the features and functionalities of a loop. In the <i>Line Sharing Order</i>, the Commission found that incumbents may <i>choose</i> to own and provide splitters to CLECs, but they are under no obligation to do so. In its <i>SBC Texas 271 Order</i>, the Commission squarely rejected AT&T's argument that splitters are part of the features and functionalities of the loop that an ILEC must provide</p> <p>Verizon notes, however, that AT&T</p>

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