

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
					<p>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 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>Should the Commission change its current rules, Verizon VA's proposed interconnection agreement includes a change of law provision that would govern implementation of any new obligations.</p> <p>Nor should this Commission—sitting as the Virginia Commission—impose any additional requirement that Verizon VA own splitters on behalf of AT&amp;T. Commission Rule 317, entitled "Standards for Requiring the Unbundling of Network Elements," establishes specific factors that state commissions must consider before ordering the unbundling of additional network elements. Rule 317(b) provides the analytical framework that a state commission <i>must</i> undertake to determine whether the lack of access to a non-proprietary network element impairs a carrier's ability to provide the service the carrier seeks to offer. Such an analysis would not support AT&amp;T's requests for ILEC-owned</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 Rationale
III-10-B.8	<p>Must Verizon perform cross-connection wiring at the direction of AT&amp;T (or its authorized agent), including CLEC-to-CLEC cross-connections, regardless of who deploys a splitter or whether it is deployed in a line sharing or line splitting arrangement? (Pfau &amp; Rubin)</p>	<p>See AT&amp;T Contract Language For III.10.A.</p>	<p>The Commission's recent order in the <b>Fourth Report and Order</b>, CC Docket No. 98-147, FCC 01-201 validates AT&amp;T's proposed contract language. (Pfau Rebuttal at 1-3). The Order requires incumbent LECs to provide cross-connects to CLECs upon reasonable request, based on a legal analysis of both §§ 201 and 251. Specifically, the FCC found, pursuant to § 201, that it would be unjust and unreasonable for an incumbent to refuse to provide such cross-connects and, pursuant to § 251(c)(6), that such a refusal would be unjust, unreasonable and discriminatory. However, the Commission's order declined to require incumbents to allow CLECs to provision such cross-connects. Therefore, it is appropriate to have a provision in the parties' interconnection agreement that encompasses Verizon's obligations in this regard, and AT&amp;T has provided modified contract language that takes the Commission's ruling into account. AT&amp;T's revised § 1.11.2 of its Schedule 11.2.17 provides:</p> <p><i>Verizon will permit collocation-to-collocation connections between AT&amp;T and other carriers' collocation space, regardless of the carrier owning the collocation, provided only that the two collocation sites are in the same Verizon Central Office building. Such cross-</i></p>	<p>See Verizon Contract Language For III-10-A.</p>	<p>splitters.</p> <p>The Commission just released its <i>Advanced Services Remand Order</i> in Docket 98-147 on August 8, 2001. <i>In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability</i>, CC Docket 98-147, FCC 01-204, Fourth Report and Order (rel. Aug. 8, 2001) ("<i>Advanced Services Remand Order</i>"). Verizon VA is in the process of reviewing this Order to determine what effect, if any, it will have on Verizon VA's proposed interconnection agreement language. Verizon believes this Order may resolve this issue and reserves the right to further comment, as needed, on this issue. Verizon VA notes, however, that AT&amp;T's proposed § 1.11.2 is inconsistent with the Commission's conclusion that CLECs are not permitted to self-provision cross connects.</p> <p>Verizon Advanced Services Panel Rebuttal Testimony at page 47.</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 Rationale
			<p><i>connecting facilities may either be copper or fiber, at AT&amp;T's choice, and Verizon shall not require the use of equipment or additional cross-connection points between the two collocation locations except those that may be necessary to assure proper operation of the connection.</i></p> <p><i>AT&amp;T also offers the following language to clarify implementation of the Commission's Order regarding the handling of potential disputes regarding cross-connects ordered under § 201:</i></p> <p><i>AT&amp;T will order cross-connects pursuant to section 201 only when it has reason to believe that such facilities will carry at least 10% interstate traffic. Verizon may not dispute this certification and must provision the request promptly. If Verizon believes the certification is inaccurate, it shall present its written rationale supporting its dispute to AT&amp;T. If the parties fail to reach mutual agreement regarding the nature of the traffic and the disposition of the facility within sixty days of such submission, Verizon may file a complaint with the FCC pursuant to section 208 of the Act.</i></p>		
III-10-B.9	<i>Must Verizon implement line sharing/splitting in a manner consistent with that ordered in New York?</i>	<i>See AT&amp;T Contract Language For III.10.A.</i>	<i>Yes, Verizon must implement line sharing &amp; line splitting in a manner consistent with that ordered in New York. Examples of this were</i>	<i>See Verizon Contract Language For III-10-A.</i>	Verizon's proposed contract language will implement line splitting throughout the footprint, as required by law, for AT&T and WorldCom in

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 Rationale
			discussed previously at Issues III.B.1 & 3.		<p>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>Verizon Advanced Services Direct Testimony pages 10-16; Verizon Advanced Services Panel Rebuttal Testimony at pages 3-4, 20-33, and 47.</p>
III-10-B.10	Must Verizon allow AT&T to collocate packet switches in collocation space? (Pfan Rebuttal at 3)	See AT&T Contract Language For III.10.A.	<p><i>Yes, Verizon must allow AT&amp;T to collocate packet switches in collocation space. To find otherwise would inexplicably deny AT&amp;T's ability to provide service to consumers in the Commonwealth.</i></p> <p><i>The recent Commission Order relating to collocation of packet switching (i.e., Fourth Report and Order, CC Docket No. 98-147, FCC 01-201) compels minor modifications to AT&amp;T's original contract provisions. The revised language is as follows:</i></p> <p><i>Verizon will permit and will not restrict AT&amp;T's right to collocate equipment that performs packet switching or contains packet switching as one function of multifunction equipment provided only that the equipment conforms to minimum NEBS standards applicable to other equipment</i></p>	See Verizon Contract Language For III-10-A.	The Commission just released its <i>Advanced Services Remand Order</i> in Docket 98-147 on August 8, 2001. Verizon VA is in the process of reviewing this Order to determine what effect, if any, it will have on Verizon VA's proposed interconnection agreement language. Verizon believes this Order may resolve this issue and reserves the right to further comment, as needed, on this issue. As a initial matter, Verizon notes that by requiring Verizon VA to permit collocation of any AT&T equipment "that performs packet switching or contains packet switching as one function of multifunction equipment" subject only to NEBS Safety standards, AT&T's proposed § 1.11.3 appears to exceed the scope of the "necessary" standard and the criteria for collocation of multifunction equipment adopted by the <i>Advanced Services Remand Order</i> .

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 Rationale
			<p><i>that may be collocated.</i></p> <p><i>Augmentation of this language might be appropriate in the limited instance in which multi-function equipment, in addition to containing packet switching functionality, also contains functionality not considered "necessary" either for access to UNEs or for interconnection. In order to address such contingencies, AT&amp;T recommends that the following language be added to the end of the preceding paragraph:</i></p> <p><i>If Verizon believes that equipment containing packet switching functionality also contains functionality that is not necessary for access to UNEs or interconnection and that the presence of such functionality might foreclose AT&amp;T's right to collocate such equipment under the FCC's Rules, Verizon shall provide written notification to AT&amp;T that it believes AT&amp;T has deployed or plans to collocate equipment that is not allowed under those rules, stating the reasons for its contentions. If the parties fail to reach mutual agreement within 60 days of such submission, Verizon may seek appropriate state and/or FCC intervention in the dispute. AT&amp;T may continue</i></p>		<p>Verizon Advanced Services Panel Rebuttal Testimony at pages 47-48.</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 Rationale
			<p><i>to use and/or deploy the subject equipment until Verizon obtains a final and non-appealable ruling in its favor on the matter, and Verizon may not refuse to interconnect the disputed equipment to the Verizon network unless an expansion of an AT&amp;T collocation space is required solely to permit placement of such equipment. In any such dispute, Verizon bears the burden of proof to show that the equipment at issue fails to comply with the FCC's rules.</i></p> <p><i>With this change, AT&amp;T's language assures compliance with the recent Order and ensures that AT&amp;T will be in a position to provide services without being suffering inordinate delay from Verizon and without having to seek further recourse to clarify its rights.</i></p>		
III-10-B.11	<p><i>Must Verizon support the loop-local switch port-shared transport combination in a manner that is indistinguishable from the operational support Verizon delivers to the retail local voice services Verizon provides in a line sharing configuration, including cases where Verizon shares a line with Verizon Advanced Data, Inc., or another Verizon affiliate, or any unaffiliated carriers. If a loop facility in a line splitting configuration is connected to</i></p>	<p><i>See AT&amp;T Contract Language For III.10.A.</i></p>	<p><i>The answer to this question must certainly be yes. There is no justification for Verizon to be allowed to support the loop-local switch port-shared transport combination any differently to AT&amp;T than it does for itself, its affiliates or other carriers. AT&amp;T's rationale in support of this basic nondiscrimination obligation is similar to that found at III.10.B.1.</i></p>	<p><i>See Verizon Contract Language For III-10-A.</i></p>	<p>Verizon believes any disputed operation issue associated with loop qualification or 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</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 Rationale
	<i>Verizon's unbundled local switching functionality?</i>				<p>doing just that by working with CLECs-including AT&amp;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&amp;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&amp;T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration.</p> <p>Verizon Advanced Services Direct Testimony pages 12-16; Verizon Advanced Services Panel Rebuttal Testimony at pages 3-6, 19-20, and 48.</p>
III-10-B.12	<i>Is a period of thirty (30) business days more than adequate for Verizon to provide augmentations to existing collocations to enable AT&amp;T to engage in line sharing or line splitting?</i>	<i>See AT&amp;T Contract Language For III.10.A.</i>	<i>AT&amp;T's proposed contract language at § 1.3.6 requires Verizon to implement requests for collocation augmentation within 30 days of an accurate application for such augmentation. Verizon states that the parties "are still negotiating this issue and may be able to reach an agreement." See SSUI at 97. It should take Verizon substantially less time to implement augmentations to existing collocations than to implement orders for new</i>	<i>11.2.17.4 AT&amp;T may only access the high frequency portion of a 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&amp;T is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking</i>	<p>Verizon and AT&amp;T are still negotiating this issue and may be able to reach agreement.</p> <p>Verizon Advanced Services Direct Testimony page 23; Verizon Advanced Services Panel Rebuttal Testimony at pages 48-49.</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 Rationale
			<p>collocations.<sup>1</sup> AT&amp;T reserves the right to supplement its testimony (including the submission of oral testimony at any hearings) in the event the parties cannot reach agreement on this issue.</p> <p>ENDNOTE  1/ This is precisely the reasoning behind the Pennsylvania finding that it should only take thirty days (30) for collocation augmentation for the cabling required for line sharing. Petition of Covad Communications Company for an Arbitration Award Against Bell Atlantic-Pennsylvania, Inc., Implementing the Line Sharing Unbundled Network Element, A-310696F0002, and Petition of Rhythms Links, Inc. for an Expedited Arbitration Award Implementing Line Sharing, A-310698F0002, Opinion and Order, (Nov. 15, 2001) at 17. ("For the foregoing reasons, based upon the record before us, we shall direct that the cable augmentation interval for existing collocation arrangements shall be thirty (30) business days.")</p>	<p>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&amp;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&amp;T and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. AT&amp;T must designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&amp;T selects Options 1 or 2, the splitter arrangements must be installed before AT&amp;T submits an order for Line Sharing.</p> <p><b>Splitter Option 1: Splitter in AT&amp;T</b></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 Rationale
				<p><b>Collocation Area</b></p> <p><i>In this configuration, the AT&amp;T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&amp;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&amp;T Collocation area. Any rearrangements will be the responsibility of AT&amp;T.</i></p> <p><b>Splitter Option 2: Splitter in Verizon Area</b></p> <p><i>In this configuration, Verizon inventories and maintains an AT&amp;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 (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&amp;T Collocation and the splitter. At AT&amp;T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by AT&amp;T.</i></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 Rationale
				<p><i>In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&amp;T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&amp;T does not have access. AT&amp;T shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to AT&amp;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&amp;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 Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&amp;T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless</i></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 Rationale
				<p><i>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&amp;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&amp;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><b>11.2.17.2</b>                    <i>The following ordering procedures shall apply to Line Sharing:</i></p> <p><i>(vii) AT&amp;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>	
III-10-	<i>In circumstances where it is</i>	<i>See AT&amp;T Contract Language For</i>	<i>There is absolutely no reason to</i>	<i>See Verizon Contract Language For</i>	Verizon believes any disputed

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 Rationale
B.13	<p><i>technically feasible to convert an existing line sharing arrangement to a line splitting arrangement without physical disruption of then-existing service to the end user, must Verizon institute records-only changes to record the necessary transfer of responsibilities, without making any changes to the physical facilities used to service the customer, unless AT&amp;T requests otherwise? (Pfau Direct at 108</i></p>	<p><i>III.10.A.</i></p>	<p><i>create outages by physical rearrangements where such rearrangements are unnecessarily. Such service disruption is clearly nothing more than a method to discourage potential AT&amp;T customers. AT&amp;T believes that, if a carrier operating in the HFS of line shared loop has an appropriate business arrangement with AT&amp;T, there is absolutely no justification for putting the customer at risk if the customer agrees to move its voice and existing DSL capabilities to AT&amp;T. Such a change, as with UNE-P, is simply a records change on the part of the ILEC. A single order process (viewed from the CLEC perspective) coupled with highly coordinated and mechanized back office processes of the incumbent are necessary to avoid such problems to the greatest extent possible. Such an expectation is not unreasonable, because the parallels between line splitting and line sharing are extensive.</i></p>	<p><i>III-10-B-3.</i></p>	<p>operation issue associated with loop qualification or 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&amp;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&amp;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&amp;T should not be allowed to circumvent the Commission's recommended forum for addressing these issues through arbitration.</p> <p>Verizon notes that Conversion of line sharing to line splitting involves more than just a records change, and some migrations from line sharing to line splitting will involve some physical work and disruption to the end user.</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 Rationale
					<p>The New York DSL Collaborative, through its current pilot, is striving to minimize these disruptions and address whether and under what circumstances changes will be required to the physical facilities used to service the end user. However, Verizon VA is planning to perform conversions without changing the physical facilities where technically feasible.</p> <p>Verizon Advanced Services Panel Rebuttal Testimony at pages 19-20, and 49.</p>
III-10-B.14	<p><i>In circumstances where the establishment of a line sharing or line splitting configuration requires physical retermination of wiring, must Verizon make such changes in a manner that assures that no less than parity is achieved for AT&amp;T and its customers with respect to out-of-service intervals and all other operational support, as compared to line sharing or line splitting configurations that have equivalent splitter deployment option?</i></p>	<p><i>See AT&amp;T Contract Language For III.10.A.</i></p>	<p><i>This is a basic nondiscrimination obligation that is fully consistent with the Commission's decision in the Line Sharing Reconsideration Order. See the discussion at III.10.B.1, above</i></p>	<p><i>See Verizon Contract Language For III-10-A.</i></p>	<p>Verizon believes any disputed operation issue associated with loop qualification or 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&amp;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&amp;T relating to line</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 Rationale
					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.
III-10-B.15	Can Verizon require any form of collocation by AT&T as a prerequisite to gaining access to the low frequency spectrum of a loop, the high frequency spectrum of the loop, or both, unless such collocation is required to place equipment employed by AT&T (or its authorized agent) to provide service? (Pfau Direct at 137)	See AT&T contract Language For III.10.A.	<p>No, Verizon may not require a CLEC to incur the expense of collocation except in those cases where it is necessary in order to provide the types of services that the CLEC seeks to offer. Any requirement by Verizon that ties access to UNEs or services to collocation when there is no technical need for such arrangements only burdens its competitors. Such requirements should not be countenanced by the Commission.</p> <p><i>AT&amp;T's proposed § 1.11.1 prohibits Verizon from requiring AT&amp;T to connect the unbundled loop and switching elements in collocation, except in cases where the splitter necessary to separate the high and low frequency signals on a loop that is located in an AT&amp;T collocation. See Verizon Proposed Contract § 11.2.17.4. This provision merely provides that Verizon may not require AT&amp;T to use its own facilities unless it is technically necessary. Moreover, this change has no material effect on the provisioning of DSL over copper-only loops. Verizon's language could lead to</i></p>	See Verizon Contract Language For III-10-A.	<p>Verizon VA does not require AT&amp;T to collocate as a prerequisite to gaining access to the low frequency spectrum of a loop, the high frequency spectrum of a loop, or both except to the extent that a data provider—whether AT&amp;T or an authorized agent—must physically or virtually collocate a splitter and DSLAM equipment to provide data services. A voice provider engaged in a line splitting scenario, however, does not need any additional collocation arrangement where it uses a loop and switch port combination provided by Verizon VA to provide voice service.</p> <p>Verizon Advanced Services Panel Rebuttal Testimony at page 50.</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 Rationale
			<p><i>significant problems assuming that AT&amp;T is entitled to obtain access to entire loops for the provisioning of DSL service in an NGDLC architecture. Therefore, Verizon's proposed language must be rejected.</i></p> <p><i>Issue V.6 Under what terms and conditions must Verizon provide AT&amp;T with access to local loops when Verizon deploys Next Generation Digital Loop Carrier (NGDLC) loop architecture?</i></p> <p><i>AT&amp;T has provide a sufficient basis for requiring access to "entire" local loops where Verizon deploys NGDLC and such access is clearly called for. However, AT&amp;T has not objected to a deferral of the issue in response to Verizon's motion, provided that the FCC will promptly issue in the instant proceeding any orders that are required to implement its order from a docket of a general application in which this issue is addressed.</i></p>		
III-11	<p><b>Should the contract reflect the FCC's decisions in the UNE Remand, Advanced Services and Line Sharing proceedings?</b></p> <p><i>MDU Subloop. How should Verizon provide full and non-discriminatory access to all subloop elements at any technically feasible points in order to be consistent with the UNE Remand Order?</i></p>	<p><b>Attachment III, Sections 4.3 through 4.5:</b></p> <p><b>4.3 Subloop</b></p> <p><b>4.3.1 Definition. The Subloop is any portion of the Loop that is Technically Feasible to access at terminals in Verizon's outside plant, including inside wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the</b></p>	<p><b>SubLoop:</b></p> <p><b>WorldCom has learned that ambiguity tends to lead to delay and litigation. To limit ambiguity, WorldCom has proposed specific language to implement the FCC's decisions with regard to access to the subloop. Verizon fails to demonstrate (or even argue) how WorldCom's language is wrong or unreasonable.</b></p> <p><b>Verizon would require WorldCom</b></p>	<p><b>5.1 Sub-Loop. Subject to the conditions set forth in Section 1of this Attachment and upon request, Verizon shall provide **CLEC with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 5 and the rates set forth in the Pricing Attachment. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a</b></p>	<p>Verizon provides access to subloops as required by Commission Rule 319(a)(2) and the UNE Remand Order. The access is provided at "accessible terminals" where loops can be accessed without removing a splice case. Verizon offers three standard subloop products: the feeder subloop, the distribution subloop and the house and riser to the extent it is owned and controlled by Verizon. In Virginia, however, Verizon retired its house and riser assets in 1992 and</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 Rationale
		<p>cable without removing a splice case to reach the wire or fiber within, including, but not limited to, the pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the Loop Feeder/Distribution interface.</p> <p>4.3.2 At MCI's request, Verizon shall provide MCI, on an unbundled basis: (a) the Loop with all of its Subloop components, or (b) at MCI's designation, any one or more of the Subloop components, including, but not limited to, Loop Feeder, Loop Concentrator/Multiplexer, NID, and Loop Distribution.</p> <p>4.3.3 MCI may obtain, and Verizon shall provide, access to Verizon's inside wire at any Technically Feasible point including, but not limited to, the NID, the minimum point of entry, the pedestal, or the pole. "Inside wire" is all Loop plant owned by Verizon or one of its Affiliates on end-user customer premises as far as the point of demarcation defined in Section 68.3 of the FCC's rules, including the Loop plant near the end-user customer premises.</p> <p>4.3.4 If the Parties are unable to agree as to whether it is Technically</p>	<p>to access a subloop at a fiber-distribution interface ("FDI") only through the use of a CLEC Outside Plant Interconnection Cabinet ("COPIK"), which could add an unnecessary link that both raises costs (by requiring the installation of additional facilities) and increase the potential for administrative problems (obtaining rights-of-way, zoning and power supply) that may not occur, or would be minimized, with CLEC direct access to the FDI as space permits. The additional costs and delays would arise for CLECs only, not Verizon.</p> <p>The FCC's nondiscrimination rules require that the quality of access Verizon provides to the subloop element be at least equal in quality to what Verizon provides itself. The FCC's rules identify the FDI as an accessible terminal at which CLECs can access sub-loop. Therefore, Verizon's refusal to allow such access is inconsistent with the Commission's rules. Furthermore, the UNE Remand Order requires that Verizon must provide access using the method WorldCom requests (for example, direct access without intermediate devices) unless the requested method is not technically feasible. (GBL Direct, 7/31, at 29.)</p> <p>Verizon's allegation that WorldCom's proposed language</p>	<p>Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide **CLEC with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.</p> <p>5.2 **CLEC may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide **CLEC with access to a drop and NID that, at the time of **CLEC's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in **CLEC being responsible for the cost of installing the drop.</p> <p>5.3 **CLEC may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIK") or, if **CLEC is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of **CLEC at such enclosure. To obtain access to a Sub-Loop, **CLEC shall install a</p>	<p>thus its network ends at the minimum point of entry. Verizon cannot provide access beyond the minimum point of entry since it does not control facilities beyond that point. Verizon VA rightfully protects its network on its side of the demarcation point as well as preserves its ability to serve its customers within the MTE. To that end, a very simple but important principle evolves: Verizon VA works on its side (the network side) of the demarcation point, and the CLECs work on the customer side of the demarcation point. This is not to say, however, that the CLEC does not have access to the Verizon VA network side of the demarcation; it does have such access but the actual work on the network side of the demarcation point to provide this access will be performed by a Verizon VA employee or contract employee. This arrangement is fully consistent with the <i>First Report and Order</i> ¶¶ 392-394 and the <i>UNE Remand Order</i> ¶¶ 237 and 240 that allow for CLECs to obtain access to the network side of the demarcation point but grants no right to CLEC employees to tamper with the ILEC's network side of the demarcation point. In addition to the standard subloop products, CLECs can obtain access at any other accessible terminal through the bona fide request ("BFR") process.</p> <p>UNE Panel—Direct Testimony on Non-Mediation Issues beginning at 6.</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 Rationale
		<p>Feasible, or whether sufficient space is available, to unbundle the Subloop at the point where MCI designates, Verizon shall have the burden of demonstrating to the Commission that there is not sufficient space available, or that it is not Technically Feasible, to unbundle the Subloop at the point requested by MCI. Further, if a state commission has determined that it is Technically Feasible to unbundle Subloops at a designated point, Verizon shall have the burden of demonstrating that it is not Technically Feasible, or that sufficient space is not available, to unbundle its own Loops at such a point.</p> <p>4.3.5 In addition to its obligation to provide Non-Discriminatory access to its Subloops under Section [4.3.2], Verizon shall provide MCI a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers. The Parties shall in good faith negotiate reasonable terms and conditions regarding a single point of interconnection, including, but not limited to, compensation to Verizon under forward-looking pricing principles. If such negotiations fail to produce a mutually agreeable solution within sixty (60) days after one Party's request to initiate such negotiations, either Party may seek</p>	<p>would exceed the FCC's requirements for providing subloops is incorrect. WorldCom believes that Verizon is required to undertake construction or other activities needed to meet WorldCom's subloop requests where it undertakes those activities to offer service to its own customers, and can charge WorldCom for those activities in the same fashion it charges its own customers for those activities. (GBL Rebuttal, 8/17, at 14 to 15.)</p> <p><i>In order to compete for end users in Multi-Dwelling Units (MDUs) and Multi-Tenant Environments (MTEs), a critically important and unique market opportunity in the development of local exchange competition, AT&amp;T needs access to the subloop element. Direct Testimony of C. Michael Pfau, July 31, 2001, at 62-68. As the Commission determined in the UNE Remand Order, "a broad definition of the subloop that allows requesting carriers maximum flexibility to interconnect their own facilities ... will best promote the goals of the Act." 47 C.F.R. §51.319(a)(2)(B); Third Report and Order and Fourth Further Notice of Proposed Rulemaking, FCC 99-238 (rel. Nov. 5, 1999) ("UNE Remand Order") at ¶ 207. AT&amp;T has proposed contract terms that facilitate such access at technically feasible points, consistent</i></p>	<p>COPIC on an easement or Right of Way obtained by **CLEC within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a **CLEC COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. **CLEC shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.</p> <p>5.4 **CLEC may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to **CLEC, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and</p>	<p>UNE Panel—Rebuttal Testimony on Non-Mediation Issues beginning at 9.</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 Rationale
		<p>resolution under the Dispute Resolution provision of Part A of this Agreement.</p> <p><b>4.4 Loop Feeder</b></p> <p><b>4.4.1 Definition.</b> "Loop Feeder" is the Network Element that provides connectivity between (i) a Feeder Distribution Interface (FDI) associated with Loop Distribution and a termination point appropriate for the media in a Central Office, or (ii) a Loop Concentrator/Multiplexer in a remote terminal and a termination point appropriate for the media in a Central Office.</p> <p><b>4.4.2 Requirements - Loop Feeder</b></p> <p><b>4.4.2.1</b> Verizon shall provide MCI physical access to the FDI and the right to connect MCI-provided Loop Feeder to the FDI.</p> <p><b>4.4.2.2</b> The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber or other technologies as designated by MCI. Upon MCI's request, Verizon shall provide MCI a copper twisted pair Loop even in instances where the medium of the Loop Feeder for services that Verizon offers is other than a copper facility.</p> <p><b>4.4.2.3</b> The Loop Feeder provided</p>	<p><i>with the UNE Remand Order, and that identify with precision a number of such points that should be included as particular methods of access to subloops. Pfau Direct testimony at 80-89.</i></p> <p><i>Verizon, on the other hand, essentially obfuscates the issue. It maintains that it is "willing to provide access to multi-tenant buildings at the minimum point of entry as required by applicable law" (Direct Testimony of Verizon UNE Panel of Margaret Detch, et al., July 31, 2001, at 8) and that it will do so in a non-discriminatory manner at any technically feasible point (Additional Direct Testimony of Verizon UNE Panel of Margaret Detch, et al., August 31, 2001, at 9-10). But it insists on certain conditions, such as intervention by Verizon employees to perform cross connects to on-premises wiring (July 31 Testimony at 8-9, August 31 Testimony at 15-17), that serve only to impede access to the MDU/MTE market by raising competitors' costs. And its contract terms make collocation a precondition to CLEC access to on-premises wiring, even as it attempts to give the impression that collocation may not be required in all instances (August 31 Testimony at 10). Finally, Verizon limits the type of subloop elements that it will provide to its "reasonable set of standardized ... elements" (July 31</i></p>	<p>the location of the FDI to which the Sub-Loop is connected.</p> <p><b>5.5 To order access to a Sub-Loop, **CLEC must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a **CLEC COPIC. To make such a request, **CLEC must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which **CLEC wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of **CLEC's demand for access to Sub-Loops at the requested FDI. **CLEC must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. **CLEC must submit Sub-Loop Interconnection Applications to:</b></p> <p><b>[Former Bell Atlantic services areas]:</b></p> <p><b>USLA Project Manager Bell Atlantic Room 509 125 High Street Boston, MA 02110</b></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 Rationale
		<p>by Verizon must be capable of transmitting analog voice frequency, basic rate ISDN, digital data, optical signals, or analog radio frequency signals as appropriate.</p> <p><b>4.4.2.4</b> Verizon shall provide appropriate power for all active elements in the Loop Feeder. Verizon shall provide appropriate power from a Central Office source, or from a commercial AC source with rectifiers for AC to DC conversion, and 8-hour battery back-up when the equipment is located in an outside plant Remote Terminal.</p> <p><b>4.4.3</b> Additional Technical Requirements - Special Copper Loop Feeder Medium. In addition to requirements set forth in Section [4.4.2] above, MCI may require Verizon to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (e.g., filters, loading coils, and range extenders), so that MCI can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment.</p> <p><b>4.4.4</b> Additional Technical Requirements - DS1 Conditioned Loop Feeder. In addition to the requirements set forth in Section [4.4] above, MCI may</p>	<p><i>Testimony at 8) but its standardized elements do not even include on premises wiring or house and riser cable which it owns or controls. Verizon's vague or restrictive language will only foster implementation disputes and further litigation and should not be adopted; rather, the parties' interconnection agreement should include the clear, practical and pro-competitive terms that AT&amp;T has proposed.</i></p> <p><i>The ability of a carrier to perform its own cross-connection has been found technically feasible by other state commissions<sup>1</sup> and has been permitted by the Commission in the UNE Remand Order ("an incumbent LEC must permit requesting carriers to connect its own loop facilities to the inside wire of the premises through the incumbent LEC's network interface device, or at any other technically feasible point, to gain access to the inside wire subloop network element."). UNE Remand Order at 237, 240. Verizon's unreasonable insistence on having its employees intervene in a process that it acknowledges has no potential for harm to its network (see Pfau Direct at 76-77 and Verizon Response to AT&amp;T Data Request 2-29) has no basis or support other than Verizon's vaguely stated concerns about "security, fraud, union, accountability and liability concerns." July 31 testimony at 9.</i></p>	<p><b>E-Mail:</b> Collocation.applications@BellAtlantic.com</p> <p><b>[Former GTE service areas]:</b></p> <p><b>**CLEC's Account Manager</b></p> <p><b>5.6</b> Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to **CLEC a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").</p> <p><b>5.7</b> **CLEC shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of **CLEC's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if **CLEC breaches its payment obligation under this Section 5.7. Upon Verizon's</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 Rationale
		<p>designate that the Loop Feeder be conditioned to transport a DS1 signal.</p> <p><b>4.4.5 Additional Technical Requirements - Optical Loop Feeder.</b> In addition to the requirements set forth in Section [4.4.2] above, MCIm may designate that the Loop Feeder will transport DS3 and OCn.</p> <p><b>4.4.6 Interface Requirements - Loop Feeder</b></p> <p><b>4.4.6.1 The Loop Feeder Point of Termination (POT) within a Verizon Central Office will be as follows:</b></p> <p><b>4.4.6.1.1 Copper twisted pairs must terminate on the MDF;</b></p> <p><b>4.4.6.1.2 DS1 Loop Feeder must terminate on a DSX1, DCS1/0 or DCS3/1; and</b></p> <p><b>4.4.6.1.3 Fiber Optic cable must terminate on a LGX.</b></p> <p><b>4.5 Distribution</b></p> <p><b>4.5.1 Definition. "Distribution"</b> provides connectivity between the NID component of Loop Distribution and the terminal block on the End User-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the</p>	<p><i>As the NY PSC found following a trial of CLEC access to on-premises wiring, those concerns "did not occur in any systematic fashion, had no material impact and were generally correctable." See NYPSC Case No. 00-C-1931 – In the Matter of Staff's Proposal to Examine the Issues Concerning the Cross-Connection of House and Riser Cables, at 6 (May 23, 2001). That Commission concluded that "[t]he current method of providing cross connections to CLECs in Multi-tenant buildings is costly to both parties, and limits CLECs' flexibility in scheduling service provision to customers. We conclude that direct access to house and riser cable owned by other carriers will reduce costs and time associated with providing certain types of competitive facilities-based telecommunications services, thereby enhancing competition." Id. at 8-9. The Commission should do likewise here, and direct that AT&amp;T's contract terms providing for the direct connection of the terminal device of AT&amp;T to the ILEC cross-connection device and permitting AT&amp;T to perform the work of re-terminating on-premises wiring to its own loop facilities be adopted. AT&amp;T's proposed schedule 11.2.14 at § 4.6.2.3 - .6.</i></p> <p><i>Similarly, Verizon's contract terms limiting subloop access only to Feeder Distribution Interfaces should</i></p>	<p>completion of the work that Verizon must perform to provide **CLEC with access to a Sub-Loop, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.</p> <p><b>5.8</b> After Verizon has completed the installation of the interconnecting cable to a **CLEC COPIC and **CLEC has paid the full cost of such installation, **CLEC can request the cross connection of Verizon Sub-Loops to the **CLEC COPIC. At the same time, **CLEC shall advise Verizon of the services that **CLEC plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. **CLEC shall run any crosswires within the COPIC.</p> <p><b>5.9</b> If **CLEC requests that Verizon reactivate an unused drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the **CLEC dial tone or equivalent from the COPIC. If **CLEC</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 Rationale
		<p><b>Distribution and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a Verizon Central Office. There are three basic types of feeder-distribution connection: (i) multiple (splicing of multiple distribution pairs onto one feeder pair); (ii) dedicated (home run); and (iii) interfaced (cross-connected). While older plant uses multiple and dedicated approaches, newer plant and all plant that uses IDLC or other pair-gain technology necessarily uses the interfaced approach. The feeder-distribution interface (FDI) in the interfaced design makes use of a manual cross-connection, typically housed inside an outside plant device (green box) or in a vault or manhole.</b></p> <p><b>The Distribution may be one or a combination of: copper twisted pair, coax cable, single or multi-mode fiber optic cable, or other technologies. Upon MCI's request, Verizon shall provide MCI a copper twisted pair Distribution even in instances where the Distribution for services that Verizon offers is other than a copper facility.</b></p> <p><b>4.5.2 Requirements - Distribution. Verizon shall provide MCI with Distribution that satisfies the following requirements:</b></p>	<p><i>be rejected, as should the ambiguity of its terms – and its explanations of those terms – concerning whether or not AT&amp;T must establish collocation in order to access on-premises wiring. The standardized subloop elements available to AT&amp;T should include all subloop elements, including house and riser that Verizon owns or controls.<sup>2</sup></i></p> <p><i>ENDNOTES</i>  <i>1/ See, e.g., MediaOne Telecommunications of Georgia, LLC and BellSouth Telecommunications, Inc, Dockets 10418-U and 10135-U; see also NYPSC decision in House and Riser Trial, Case 00-C-1931.</i></p> <p><i>2/ The DC PSC recently so held. See Order No. 12106, Formal Case No. 962 – In the Matter of the Implementation of the DC Telecommunications Competition Act of 1996 and Implementation of the Telecommunications Act of 1996 (August 23, 2001).</i></p>	<p><b>requests that Verizon install a new drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If **CLEC requests that Verizon provide **CLEC with access to a Sub-Loop that, at the time of **CLEC's request, Verizon is using to provide service to a Customer, then, after **CLEC has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, **CLEC shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the **CLEC's long-term number portability request.</b></p> <p><b>5.10 Verizon will not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel</b></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 Rationale
		<p>4.5.2.1 Distribution must be capable of transmitting signals for the following services (as requested by MCI):</p> <p>4.5.2.1.1 Two-wire &amp; four-wire analog voice grade Loops;</p> <p>4.5.2.1.2 Two-wire &amp; four-wire facilities that are capable of transmitting the digital signals needed to provide services such as ISDN, DSL, and DS1-level signals.</p> <p>4.5.2.2 Distribution must transmit all signaling messages or tones. Where the Distribution includes any active elements that terminate any of the signaling messages or tones, these messages or tones must be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.</p> <p>4.5.2.3 Distribution must support functions associated with provisioning, maintenance and testing of the Distribution itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements with which it is associated.</p> <p>4.5.2.4 Where Technically Feasible, Distribution must provide</p>		<p>technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.</p> <p>5.11 Verizon shall provide **CLEC with access to a Sub-Loop in accordance with negotiated intervals</p> <p>5.12 Verizon shall repair and maintain a Sub-Loop at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) **CLEC reports to Verizon a Customer trouble, (b) **CLEC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then **CLEC shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by **CLEC is not available at the appointed time. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company</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 Rationale
		<p>performance monitoring of the Distribution itself, as well as provide necessary access for performance monitoring for Network Elements with which it is associated.</p> <p>4.5.2.5 Verizon shall provide MCI<sup>m</sup> with physical access to, and the right to connect to, the FDI.</p> <p>4.5.2.6 Verizon shall offer, at MCI<sup>m</sup>'s sole discretion, Distribution together with, and separately from, the NID component of Distribution.</p> <p>4.5.3 Additional Requirements - Special Copper Distribution</p> <p>In addition to Distribution that supports the requirements in Section [4.5.2] above, MCI<sup>m</sup> may designate Distribution to be copper twisted pair unfettered by any intervening equipment (e.g., filters, loading coils, range extenders) so that MCI<sup>m</sup> can use these facilities for a variety of services by attaching appropriate terminal equipment.</p> <p>4.5.4 Additional Requirements - Fiber Distribution. In addition to the requirements set forth in Section [4.5.2], MCI<sup>m</sup> may designate fiber optic cable Distribution that is capable of transmitting signals for the</p>		<p>premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon.</p> <p><u>5.13 Collocation in Remote Terminals.</u></p> <p>To the extent required by Applicable Law, Verizon shall allow **CLEC to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment.</p> <p><i>11.7.4 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or</i></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 Rationale
		<p>following services:</p> <p>4.5.4.1 DS3 rate service;</p> <p>4.5.4.2 Optical SONET OCn; and</p> <p>4.5.4.3 Analog Radio Frequency based services.</p> <p>4.5.5 Additional Requirements - Coaxial Cable Distribution. In addition to the requirements set forth in Section [4.5.2], MCI may designate coaxial cable (coax) Distribution that is capable of transmitting signals for the following services:</p> <p>4.5.5.1 Broadband data, either one way or bi-directional, symmetric or asymmetric, at rates between 1.5 Mbps and 45 Mbps and</p> <p>4.5.5.2 Analog Radio Frequency based services.</p> <p><i>Section 11.2.14 and Schedule 11.2.14 of AT&amp;T's proposed agreement set forth contract terms and conditions appropriate to implement subloop access.</i></p>		<p><i>Combination.</i></p>	
III-12	<p><i>Should the contract reflect the FCC's decisions in the UNE Remand, Advanced Services and Line Sharing proceedings?</i></p> <p><i>Dark Fiber. Does Verizon have the obligation to make unused transmission media (i.e., spare</i></p>	<p><b>4.1 Definition of Loop. A transmission facility between a distribution frame (or its equivalent) in BellSouth's/Verizon's Central Office and the Loop Demarcation Point (marking the end of BellSouth's/Verizon's control of the</b></p>	<p><b>Dark Fiber: WorldCom has learned that ambiguity tends to lead to delay and litigation. To limit ambiguity, WorldCom has proposed specific language to implement the FCC's decisions with regard to dark fiber. While the FCC has issued rules</b></p>	<p><b>UNE Attachment</b></p> <p><b>7.2.10 In order for Verizon to continue to satisfy its carrier of last resort (COLR) obligations under Applicable Law and/or to preserve the efficiency of its network, Verizon will limit **CLEC to</b></p>	<p>Verizon will provide dark fiber to AT&amp;T through its provisions in the Interconnection Agreement proposed to AT&amp;T, § 11.2.15 et seq., and to WorldCom pursuant to the Verizon Interconnection Agreement proposed to WorldCom, UNEs Attachment § 7. Dark fiber includes "unlit" optical</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 Rationale
	<p><i>conductors) available to AT&amp;T and, if so, how is that obligation fulfilled?</i></p>	<p><b>Loop) at an End-User Customer premises, including inside wire owned by BellSouth/Verizon. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity Loops.</b></p> <p><b>Section 6. Dark Fiber</b></p> <p><b>6.1 Definition: Dark Fiber is BellSouth/Verizon optical transmission facilities without attached multiplexers, aggregation, or other electronics. To the extent BellSouth's/Verizon's fiber contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed on the fiber, BellSouth/Verizon shall not remove the same.</b></p> <p><b>6.2 Requirements:</b></p> <p><b>6.2.1 BellSouth/Verizon shall make available Dark Fiber where it exists in BellSouth's/Verizon's network and where, as a result of future building or deployment, it becomes</b></p>	<p>identifying dark fiber as an unbundled element, it has not provided a roadmap explaining how to make the rules operational, and WorldCom's proposed language attempts to do so.</p> <p>The contract language proposed by WorldCom has been agreed to by BellSouth and WorldCom. Verizon has not demonstrated that this agreed to language is not also appropriate for inclusion in the WorldCom-Verizon interconnection agreement.</p> <p>Dark fiber is identified as an unbundled element in section 51.319(a)(1), which defines the local loop network element to include all features, functions and capabilities, including dark fiber, and in section 51.319(d)(1)(B), which explicitly defines dark fiber transport as "incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics." Thus, the FCC's rules relating to local loops and transport are applicable to dark fiber.</p> <p>WorldCom proposes language to make operational Verizon's obligation to provide WorldCom with unbundled dark fiber, including (but not limited to) terms: under which Verizon must make dark fiber available to WorldCom;</p>	<p>leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:</p> <p><b>7.2.10.1 Revoke Dark Fiber leased to **CLEC upon a showing of need to the Commission and twelve (12) months' advance written notice to **CLEC; and</b></p> <p><b>7.2.10.2 Revoke Dark Fiber leased to **CLEC upon a showing to the Commission that **CLEC underutilized fiber (less than OC-12) within any twelve (12) month period.</b></p> <p><b>7.2.10.3 Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services or for future growth. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a **CLEC order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than **CLEC, or impair a Verizon obligation to serve as a carrier of</b></p>	<p>fiber and is not, as suggested by AT&amp;T, "unused transmission media." Verizon does not reserve dark fiber for itself, although fiber used as maintenance spares or assigned to near term customer service requirements are not available. Verizon's network otherwise is made available to all carriers on a non-discriminatory basis, that is, on a first-come, first-served basis. There is no basis for Verizon to make upgrades to electronics as the definition of dark fiber does not include attached electronics. In addition, Verizon need not undertake to build additional fiber for CLECs as, by definition, "dark fiber" is unused transport or loop capacity. Verizon permits access to dark fiber at technically feasible locations that are hard termination points, which does not include splice points. Verizon does not require a CLEC to request field surveys to determine the existence, availability and transmission characteristics of dark fiber, although it recommends such a survey to confirm the information contained in its records.</p> <p>UNE Panel--Direct Testimony on Non-Mediation Issues beginning at 15.</p> <p>UNE Panel--Rebuttal Testimony on Non-Mediation Issues beginning at 15.</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 Rationale
		<p>available. BellSouth/Verizon shall offer all Dark Fiber to MCI pursuant to the prices set forth in Attachment I of this Agreement. BellSouth/Verizon shall make available Dark Fiber at Parity and on a non-discriminatory basis in accordance with applicable FCC rules and orders.</p> <p>6.2.2 BellSouth/Verizon shall provide a single Point of Contact (SPOC) for negotiating all Dark Fiber arrangements.</p> <p>6.2.3 MCI may test the quality of the Dark Fiber to confirm its usability and performance specifications.</p> <p>6.2.4 BellSouth/Verizon shall use its best efforts to provide to MCI information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from MCI ("Request"). Within such time period, BellSouth/Verizon shall send written confirmation of availability of the Dark Fiber ("Confirmation"). BellSouth/Verizon shall hold such requested Dark Fiber for MCI's use for ten (10) business days from MCI's receipt of Confirmation and may not allow any other party</p>	<p>to assure nondiscriminatory access to dark fiber; giving WorldCom the right to test the quality of dark fiber; establishing reasonable timetable to ensure WorldCom receives relevant information in a timely manner and for Verizon to make dark fiber available and identify appropriate connection points; allowing WorldCom to use its personnel to perform splicing and testing. WorldCom modified the language in section 5.2 that would require Verizon to expand or overbuild its network capacity to be limited to situations where Verizon has deployed only enough fiber plant to serve its own needs and has removed existing copper plant, resulting in CLECs having no access to fiber or copper loops. (GBL Direct, 7/31, at 31-32)</p> <p>Regarding various intervals in WorldCom and Verizon's proposed interconnection agreements, the burden of proof should be on Verizon to demonstrate that its intervals are closer than WorldCom's to the time required to provide the relevant information and provision dark fiber for its own retail operations, which is the measure of nondiscrimination. Id. At 32-33</p> <p>WorldCom's proposed language regarding the reservation of dark fiber does not improperly provide</p>	<p>last resort.</p> <p><i>11.2.15.3 Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide AT&amp;T with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for AT&amp;T, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. Verizon reserves, and Verizon's execution and delivery of this Agreement shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a AT&amp;T order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.</i></p> <p><i>11.2.15.8 Verizon shall provide AT&amp;T with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following</i></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 Rationale
		<p>to use such media, including BellSouth/Verizon. BellSouth/Verizon shall provide Dark Fiber on a first come, first served basis.</p> <p>6.2.5 BellSouth/Verizon shall use its best efforts to make Dark Fiber available to MCIm within thirty (30) business days after it receives written confirmation from MCIm that the Dark Fiber previously deemed available by BellSouth/Verizon is wanted for use by MCIm. BellSouth/Verizon shall identify all appropriate and available connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MCIm to connect or splice MCIm provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber, and MCIm shall notify BellSouth/Verizon which point(s) it desires to use.</p> <p>6.3 Additional Requirements for Dark Fiber 6.3.1 BellSouth/Verizon shall provide MCIm with the most recent test records it has, if any, for Dark Fiber that MCIm plans to use. If BellSouth has no test records, at MCIm's request, BellSouth/Verizon shall provide an estimate, using accepted industry practices, of the transmission loss of the channel at MCIm's intended transmission wavelength. BellSouth/Verizon</p>	<p>WorldCom with superior service. Since Verizon holds some unused strands of fiber for its own needs, it does in fact reserve dark fiber and to meet the requirement of nondiscriminatory access to UNEs, it must allow requesting carriers to reserve dark fiber for some reasonable time as well. Id. At 33</p> <p>WorldCom proposes to require Verizon to identify appropriate connection points, including light guide interconnection or splice points to enable WorldCom to connect or splice WorldCom-provided transmission media or equipment to the dark fiber. Verizon should bear the burden of proof to demonstrate that it is not technically feasible to access the dark fiber at the points requested by WorldCom. Id. At 33-34.</p> <p>Verizon opposes terms to which BellSouth has agreed, including permitting WorldCom to access dark fiber via splice, permitting WorldCom personnel to perform the splice in a manhole and allowing access at any technically feasible point. Verizon should be required to do the same. (Id. At 34)</p> <p>Verizon's concern that allowing WorldCom to perform splices would create risks to service can be handled by appropriate contract language related to liability.</p>	<p><i>intervals:</i></p> <p><i>Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA.</i></p> <p><i>Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF.</i></p>	

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