SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
	MCI 143	**MCI 143** Should SBC TEXAS's language for "Circuit Switched Traffic" be included in the Agreement?	**[MCIm]** 25; (Recip comp 16)	The Commission finds that SBC's definition of "Circuit Switched Traffic" should not be included in the agreement. The Commission's Order Addressing Threshold Issues and Motion to Dismiss issued on April 19, 2004 stated: "The Commission agrees that it is appropriate to defer consideration of VoIP issues in this current arbitration." In defining "Circuit Switched Traffic" SBC's language makes an *apriori* determination that calls made using Internet Protocol are subject to toll and access charges and specific routing requirements. The Commission declines to adopt the language proposed by SBC.
	CLEC Coalition ITR-2 CJP ITR-2 CJP Att. 12 Compensation Issue No. 11(b)	CLEC Coalition ITR-2 CJP ITR-2 Must a CLEC order separate switched access Feature Group D trunk groups in order to terminate VOIP traffic and pay access charges into an escrow account.		The Commission's Order Addressing Threshold Issues and Motion to Dismiss issued on April 19, 2004 stated: "The Commission agrees that it is appropriate to defer consideration of VoIP issues in this current arbitration." Therefore, the Commission declines to rule on the routing or compensation of Internet Protocol traffic at this time.
22	AT&T-22 Xspedius-22 Birch/Ion-22 Birch Out of Exchange Appendix-1	SBC Overarching issue statement: Should CLEC be required to have an Out of Exchange Appendix when CLEC is seeking Section 251(a) interconnection with SBC Texas so that CLEC may serve exchanges which are not in SBC TEXAS' Incumbent exchange areas? Should SBC TEXAS be required to use commercially reasonable efforts to open NPA-NXX codes for AT&T in TEXAS tandems that serve exchanges which are not in SBC TEXAS' incumbent local exchange carrier ("ILEC") exchange areas? Sage OE-LEC 1- Is it reasonable to develop a new category of traffic already covered in the agreement? Birch/ionex OE-LEC 1	AT&T Part C 10.0 SBC Appendix OE-LEC	The Commission agrees with SBC Texas that an OE-LEC Appendix would address the issues regarding the requirements, processes, and procedures required to open the NPA/NXX of new entrants in its tandem. Opening NPA/NXXs for new entrants is not a 251(c)(2) requirement and therefore it does not need to be addressed in the Interconnection Appendix The Commission adopts SBC Texas's contract language.

198

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		Should the existing Appendix be deleted from the ICA?		
	MCI 141	**MCI 141** Should SBC TEXAS be required to open NXX codes serving exchanges outside of SBC TEXAS' incumbent territory?	**MCI 141** **24**	The Commission adopts, by reference, the same finding and contract language previously set forth in SBC-Texas DPL No.22.
	MCI 142	**MCI 142** Should the Appendix NIM contain a separate attachment for Out of Exchange Traffic?	**MCI 142** 24 and Attachment: Out of Exchange	The Commission adopts, by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 22.
23	AT&T-23 Xspedius-23 Birch/Ion-23 KMC is withdrawing it's language at SBC issue 101 and agrees to follow ATT on SBC issue 23 and accept the outcome.	Should AT&T establish a segregated trunk group for mass calling?	AT&T Part C 12.0, SBC Part C 12.0 - 13.1 Part E 8.3	The Commission finds that it is in the public interest to establish segregated trunk groups for mass calling, the intent of which is to protect the PSTN. The Commission agrees that Mass calling trunks provide a proactive approach to prevent network congestion and failure before it happens (Neinast Rebuttal at 9-10, SBC-TX Ex. 29). Therefore, the Commission adopts the language proposed by SBC-Texas.
	CJP-NIA- 5	Should CLEC be required to establish a segregated trunk group for mass calling?	CJP NIA § 2.7	This issue has been resolved.
	CLEC Coalition-ITR 7	Should CLEC be required to establish a segregated trunk group for mass calling?	Appendix ITR, § 2.7	The Commission adopts, by reference, the same finding set forth in SBC Texas DPL No. 23.
	CJP ITR-7	Should CLEC be required to establish a segregated trunk group for mass calling?	Appendix ITR, § 2.7	The Commission adopts, by reference, the same finding set forth in SBC Texas DPL No.23.
24	AT&T-24 Xspedius-24 Birch/Ion-24	Should AT&T direct trunk between itself and another LEC, CLEC or wireless carrier when transit traffic through the SBC TEXAS tandem from AT&T to such carrier requires 24 or more trunks?	Part C 17.0-17.2	The Commission found in SBC Texas DPL No. 2, that traffic exchanged under this appendix includes transit traffic. The Commission found in Intercarrier Compensation DPL(s) SBC-17, SBC-18 and SBC-19, SBC shall provide Transit Traffic at TELRIC rates to CLECs. In arriving at that conclusion the Commission reasoned that: "[The Commission notes] that there has not be any change in law or FCC rules to warrant a departure from prior Commission decisions on transit service. Given SBC's ubiquitous network in Texas and the absence of alternative competitive transit providers in Texas, the

199

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				Commission concludes that imposing an obligation on SBC to provide transit services at cost based rates will promote interconnection of all telecommunications networks." SBC has not raised any technical reasons for not providing transit traffic beyond the threshold of 24 DS1s, other than the fact that it is not required to provide transit. This argument has become moot as according to case law discussed in SBC DPL No. 2, SBC is required to provide transit traffic. The Commission adopts, by reference, the contract language previously set forth in SBC Texas DPL No. 2 and 7.
26	AT&T-26 Xspedius-26 Birch/Ion-26	SBC-TEXAS overarching issue statement: Should the provisions of this 251/252 Agreement be limited to products and services required to be offered under Sections 251/252 of the Act? (a) Should AT&T route local transit traffic through the appropriate SBC local tandem switches? (b) Should AT&T route AT&T originated intraLATA toll transit traffic through the appropriate SBC access tandem switches?	Part C 18.0 - 19.0	The Commission adopts, by reference, the contract language previously set forth in SBC Texas DPL No. 2.
27	**MCI 117**	**MCI 117** Which Parties' definition of "Local Interconnection Trunk Group" should be included in the Agreement?	**MCI 117** 1.10	The Commission adopts SBC Texas's language for the definition of "Local Interconnection Trunk Group." SBC Texas's definition accurately defines the parameters of a Local Interconnection Trunk Group that was established for the exchange of local traffic between SBC Texas and a CLEC. The Commission adopts the contract language proposed by SBC Texas.
28	CLEC Coalition NIA-5	Are CLECs to be permitted to use competing providers or local tandem services and to utilize networks of other CLECs to fulfill the trunking requirements herein? SBC-TEXAS issue statement: Should a non-251/252 service such as Transit Service be negotiated separately?	Attachment 11 – NIA, section 2.0	The Commission finds that in the interest of promoting the entry of alternative transit providers in the market, it is reasonable to permit CLECs to serve as a transit provider. However, the Commission notes that direct interconnection between the originating and terminating carrier, in contrast to indirect interconnection through a third party transit provider, reduces the potential for billing disputes as well as the potential for tandem exhaust. Therefore, the Commission concludes that the terminating carrier may accept

260

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				transit traffic if direct interconnection with the originating carrier is unavailable. The Commission adopts, by reference, the findings and contract language previously set forth in SBC Texas DPL No. 2.
	CJP NIA-6	Are CLECs to be permitted to use competing providers or local tandem services and to utilize networks of other CLECs to fulfill the trunking requirements herein? SBC-TEXAS issue statement: Should a non-251/252 service such as Transit Service be negotiated separately?	Attachment 11 – NIA, section 2.0	The Commission adopts, by reference, the findings and contract language previously set forth in SBC Texas DPL No. 28.
30	CJP ITR-3 CLEC Coalition ITR-3 CJP Att. 12 Compensation Issue No. 11	CJP ITR-3 CC ITR-3 Are Internet Service Providers to be considered End Users? SBC: Does the issue of whether or not Internet Service Providers qualify as end users impact network architecture and interconnection between the parties	[CJP] [CLEC Coalition] Attach. 11, ITR, § 2.1	This issue has been resolved.
31	CLEC Coalition ITR-6	CLEC Coalition What is the appropriate engineered loss for trunks. SBC: What is the appropriate engineered loss for trunks?	Attachment 11 – ITR, section 7.2	This issue has been resolved.
	CJP ITR-6	CJP What is the appropriate engineered loss for trunks? SBC: What is the appropriate engineered loss for trunks?	Attachment 11 – ITR, section 7.2	This issue has been resolved.

201

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
32	CJP NIM-1	CJP NIM- 1 Should CLECs be required to pay Special Access rates or UNE rates for bandwidth to connect to Points of Interconnection for Interconnection trunking? SBC Texas Issue: Should a non-251/252 offering such as lease transport facilities for the purpose of 251(c)(2) interconnection be negotiated separately?	CJP NIM-1 Appendix NIM, §§ 7.0, 7.1	The Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No.11. The Commission adopts the contract language as written in SBC Texas DPL No. 11.
	CLEC Coalition NIM-3	CLEC Coalition NIM-3 Should CLECs be required to pay Special Access rates or UNE rates for bandwidth to connect to Points of Interconnection for Interconnection trunking?	CLEC Coalition NIM-3 Appendix NIM, §§ 7.0, 7.1	The Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No.11 The Commission adopts the contract language as written in SBC Texas DPL No. 11.
33	MCI 109	MCI's Issue: Should SBC TEXAS's definition of "Access Tandem Switch" be included in the Agreement? SBC's Issue: Should the definition of Access Tandem be included in the Agreement?	MCI 1.1	The Commission finds that MCIm fails to present a persuasive argument as to why the definition of "Access Tandem Switch" should not be included in the ICA. The definition proposed by SBC Texas is technically sound. The Commission adopts the contract language proposed by SBC Texas.
34	MCI 110	MCI's Issue: Should SBC TEXAS's definition of "Distant LCA" be included in the Agreement? SBC's Issue: Should the definition of "Distant LCA" be included in the Agreement?"	MCI 1.2	MCIm fails to present a persuasive argument as to why the definition of "Distant LCA" should not be included in the ICA. Inserting the definition of the term "Distant LCA" does not preclude MCI from having a single POI in a LATA. The Commission adopts the contract language proposed by SBC-Texas.
35	MCI 111	MCI's Issue: Should SBC TEXAS's definition of "Facility Based Provider" be included in the Agreement? SBC's Issue: Should the definition of "Facility-Based Provider" be included in the Agreement?	MCI 1.4	MCIm fails to present a persuasive argument as to why the definition of "Facility Based Provider" should not be included in the ICA. Defining this term offers clarity as to what type of provider a CLEC is. The Commission adopts the contract language proposed by SBC-Texas.

202

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
37	MCI 113	MCI Issue: Should SBC TEXAS's definition of "ISP Bound Traffic be included in the Agreement? **SBC Issue:** Should the definition of ISP-Bound Traffic be included in the Agreement?	1.6;8.1	The Commission finds that it is appropriate to accurately define the different types of traffic the parties will be exchanging. ISP-bound traffic is defined in Intercarrier Compensation DPL SBC 8. The Commission adopts contract language proposed by SBC-Texas.
38	MCI 114	MCI Issue: Should SBC TEXAS's definition of "Local Tandem "be included in the Agreement? **SBC Issue:** Should the definition of "Local Tandem" be included in the Agreement?	1.7	MCIm fails to present a persuasive argument as to why the definition of "Local Tandem" should not be included in the ICA. The definition proposed by SBC is technically sound. The Commission adopts the contract language as proposed by SBC-Texas
39	MCI 115	MCI Issue: Should SBC TEXAS's definition of "Local/Access Tandem Switch" be included in the Agreement? SBC Issue: Should the definition of "Local/Access Tandem" be included in the Agreement?	1.8	MCIm fails to present a persuasive argument as to why the definition of "Local/Access Tandem" should not be included in the ICA. The definition proposed by SBC is technically sound. The Commission adopts contract language as proposed by SBC-Texas.
40	MCI 116	MCI's Issue: Should SBC TEXAS's definition of "Local Calling Area" be included in the Agreement? SBC's Issue: Should the definition of "Local Calling Area" be included in the Agreement?	1.9	MCIm fails to present a persuasive argument as to why the definition of "Local/Access Tandem" should not be included in the ICA. The definition proposed by SBC is technically sound. The Commission adopts contract language as proposed by SBC–Texas.
41	MCI 118	MCI's Issue: Should SBC TEXAS's definition of "Local/IntraLATA Tandem Switch" be included in the Agreement? SBC's Issue: Should the definition of "Local/IntraLATA Tandem" be included in the Agreement?	1.11	MCIm fails to present a persuasive argument as to why the definition of "Local/IntraLATA Tandem" should not be included in the ICA. The definition proposed by SBC is technically sound. The Commission adopts contract language as proposed by SBC–Texas.
42	MCI 119	MCI Issue: Should SBC TEXAS's definition of "Local Only Tandem Switch" be included in the Agreement?	1.12	***THIS ISSUE HAS BEEN RESOLVED***

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		SBC Issue: Should the definition of "Local Only Tandem" be included in the Agreement?		
43	MCI 120	MCI Issue: Should SBC TEXAS's definition of "Offers Service" be included in the Agreement? SBC Issue: Should the definition of "Offers Service" be included in the Agreement?	1.13	The Commission finds that it is appropriate to include a definition for Offers Service in the ICA. This definition is an abbreviated method of describing when a CLEC is considered to begin offering service to customers. The Commission adopts contract language proposed by SBC-Texas.
44	MCI 121	MCI Issue: Should SBC TEXAS's definition of "Remote End Office Switch" be included in the Agreement? SBC Issue: Should the definition of "Remote End Office" be included in the Agreement	1.15	***THIS ISSUE HAS BEEN RESOLVED***
45	**MCI 123**	**MCI 123** MCI Issue: Should SBC TEXAS's definition of "Section 251 (b)(5)/IntraLATA" traffic be included in the Agreement? SBC Issue: Should the definition of Section 251(b)(5)/IntraLATA traffic be included in the Agreement?	**MCI 123** **1.17; 8.1; 8.5; 9.1; 9.2**	The Commission adopts, by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 2.
46	MCI 127	MCI Issue: When is mutual agreement necessary for establishing the requested method of interconnection? SBC Issue: a.Should the Parties mutually agree on the Fiber Meet point and design options? b. Should the Parties mutually agree to the method of obtaining any other technically feasible method of interconnection or should MCIm be able to solely specify the method of interconnection?	2.2; 4.4.1; 4.4.4.3; 4.5.1; 5.1	***ISSUE 2.2 HAS BEEN RESOLVED*** **Fiber Meet Point** The Commission adopts SBC Texas language as set forth in sections 4.4.1, 4.4.3, 4.5.1, and 5.1. Pursuant to the TRO, entrance facilities have been removed as a UNE, therefore negating MCIm's section 4.4.1, 4.5.1 and 5.1. **Technical Feasibility** Additionally, the Commission adopts, by reference, the same finding and contract language previously set forth in SBC Texas

204

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		c. Should SBC Texas be required to provide UNE dedicated transport at UNE based rates for facilities outside of SBC Texas's network from MCIm's switch or Point of Presence to the POI ?		DPL No. 2. **TELRIC Rates** The Commission adopts, by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 11.
47	MCI 129	MCIm Issue: Should the contract specify a second design option for fiber meet interconnection? SBC Issue: Should Design One only be considered where existing fibers are available and there is a mutual benefit to both Parties?	4.4.4.3.1; 4.4.4.3.2	The Commission adopts contract language proposed by SBC Texas. Pursuant to the TRO and the DC Circuit Court, Entrance Facilities are no longer available as a UNE. SBC-Texas is not required to build out facilities to a CLEC.
48	MCI 131	MCI Issue: For two-way interconnection trunks, should the parties apportion costs other than 50/50 by applying a "Relative Use Factor"? SBC Issue: Except when the CLEC selects an expensive form of interconnection, should each party be financially responsible for the facilities on its side of the POI?	3.12; 8.6	Consistent with the findings previously set forth in SBC Texas DPL No. 17, that two-way trunks are the more efficient than one-way trunking, the Commission finds that it is equitable for each party to pay commensurate with the level of traffic generated.
49	**MCI 133**	**MCI 133** What should the point of interconnection for 911 be?	**MCI 133** 10.7	Consistent with P.U.C. Substantive Rule §26.435(3)(E), The Commission finds that the point of interconnection for 9-1-1 services can be at locations other than the 9-1-1 Selective Routing Tandem. The Commission notes that a CLEC may lease or provision dedicated trunks to the point of interconnection or directly to the 9-1-1 Selective Router. The Commission adopts SBC's proposed contract language with the following modification: 10.7 Interconnection for Primary and Diverse Routes. MCIm's Point of Interconnection (POI) for E911/911 Service ***shall be on the SBC Texas network at the SBC TEXAS Central Office, a Collocation point, or via a facility provisioned directly to*** the SBC TEXAS 911 Selective Router. These facilities are the financial responsibility of MCIm. MCIm shall pay tariff charges for diverse

205

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				routes. MCIm will be responsible for determining and ordering the proper quantity of E911/911 trunks. These trunks shall be delivered by SBC TEXAS within twenty (20) business days after receipt of the order. If SBC TEXAS requires additional information, MCIm agrees to cooperate to provide such information in order to complete the order. When SBC TEXAS network force and load conditions require a longer implementation timeframe, SBC TEXAS will notify MCIm within five (5) business days after receipt of the request and the timeframe will be agreed upon. Following delivery, MCIm and SBC TEXAS will cooperate to promptly test all E911/911 trunks and transport facilities between MCIm's network and the SBC TEXAS Selective Router to assure proper functioning of the 911 service. MCIm will not turn-up live 911 traffic until successful call through testing is completed by both Parties.
50	MCI 134	What terms and conditions should apply for inward operator assistance interconnection?	12.2.1; 12.2.2	The Commission finds that there have been no changes in the industry that would require a change in the procedure for handling inward operator assistance interconnection. The Commission declines to adopt MCIm's language for Section 12.2.2 but instead adopts the current language from the T2A which reads: "CLEC will use the same OPS platform to provide local and IXC operator services. Where appropriate, CLEC will utilize existing trunks to the SBC Texas TOPS platform that are currently used for existing IXC inward operator services."
51	MCI 135	Should trunk forecasts include common language circuit identification for message trunk coding?	16.1	The Commission adopts contract language proposed by MCIm. The Commission determines that MCIm's language reflects the process that is currently being utilized between the parties. SBC Texas's argument is not persuasive as to why the current process should be changed.
52	MCI 136	For trunk blocking and/or utilization, what is the appropriate methodology for measuring trunk traffic?	17.1; 18.7	The Commission adopts contract language proposed by MCIm. The Commission determines that MCIm's proposal is an accepted industry standard and is less onerous than the SBC suggested

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				method which will accomplish the same results.
54	MC1 138	When trunks are underutilized and MCIm does not respond to a TGSR, should SBC TEXAS be permitted to resize the trunk group?	18.8	***THIS ISSUE HAS BEEN RESOLVED.***
55	MCI 139	Should SBC TEXAS be required to provision trunk augments within 30 days?	19.4	MCIm's proposal does not allow for any unforeseen circumstances such as trunk port exhaustion or large projects that might require a provisioning timeframe of longer than 30 days. Therefore, the Commission adopts the contract language proposed by SBC- Texas.
59	CLEC Coalition- This is a new issue raised by SBC Texas not on CC's DPL	SBC Texas's issue: Does SBC Texas lease facilities from CLEC?	CLEC Coalition Appendix NIM, section 7.2	This issue has been resolved.
66	KMC 4	Should KMC, as the originating party, have the option of using one-way or two-way trunks, as it sees fit, to deliver Local, ISP-Bound, and intraLATA toll traffic? SBC issue: May CLEC request that trunks be provisioned as either one-way, two-way, or two-way that carry only one-way terminating traffic?	KMC Appendix ITR, section 2.1.1.1.1 SBC Appendix ITR, section 2.1.1	The Commission adopts, by reference, the same finding and contract language previously set forth in SBC DPL No. 17.
67	KMC 5	KMC: Should each party be responsible for trunks and facilities on its side of the POI? SBC: (a)In all cases, should each party be financially responsible for the facilities on its side of the POI? (b) How should interconnection trunking costs be apportioned?	KMC Appendix ITR, section 2.1.1.2 SBC Appendix NIA, Section 2.2	The Commission adopts, by reference, the same finding and contract language previously set forth in SBC DPL No. 17.
68	KMC 6	KMC: Where two-way trunking is used, should each party bear its proportionate cost for trunks and interconnection facilities based on their relative use?	KMC Appendix ITR, section 2.1.1.2	The Commission finds that it is equitable for each party to pay commensurate with the level of traffic generated. The method proposed by the CLECs is reasonable. Therefore, the Commission adopts the CLECs' proposed contract language.

207

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		SBC: (a)In all cases, should each party be financially responsible for the facilities on its side of the POI? (b) How should interconnection trunking costs be apportioned?		Additionally, the Commission adopts, by reference, the same finding and contract language previously set forth in SBC DPL No. 17.
69	KMC 7	Should each party calculate terminating interconnection minutes of use based on standard AMA recordings made within each party's network, and should the terminating party bill based on the terminating interconnection minutes as measured by the terminating party's network?	KMC Appendix ITR, section 2.1.1.2.1	The Commission agrees with SBC and believes that this is a compensation issue. The Commission adopts, by reference, the same finding set forth in Intercarrier Compensation DPL SBC-72.
71	KMC 9	Should the parties exchange PLU report on a quarterly basis?	KMC Appendix ITR, section 2.4.1.1	The Commission agrees with SBC-Texas that this is a compensation issue. The Commission adopts, by reference, the same finding set forth in Intercarrier Compensation DPL SBC No. 24.
72	KMC 10	Should ISP-bound traffic be treated as local traffic for the purpose of calculating PLU?	KMC Appendix ITR, section 2.4.1.1	The Commission agrees with SBC-Texas that this is a compensation issue. The Commission adopts, by reference, the same finding set forth in Intercarrier Compensation DPL SBC No. 24.
74	KMC 12	KMC: Should the transiting party be responsible for the payment of charges to the terminating carrier in the event the transiting party fails to provide information relating to any call originated by a third party? SBC: Should a non-251/252 service such as Transit Service be negotiated separately?	KMC Appendix ITR, section 3.2.	The Commission adopts, by reference, the same finding and contract language as set forth in Intercarrier Compensation DPL SBC No. 17.
75	KMC 13	Should the originating party be responsible for reimbursing the transiting carrier for terminating charges paid by the transiting carrier to the third-party terminating carrier, where the terminating carrier should have billed the originating carrier directly for those charges? SBC:	KMC Appendix ITR, section 3.3	The Commission adopts, by reference, the finding and language as set forth in Intercarrier Compensation DPL SBC Texas No. 17.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		Should a non-251/252 service such as Transit Service be negotiated separately?		
79	KMC 17	Should calls that originate from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (*i.e.,* VNXX calls) be subject to switched access charges? SBC Issue: a,What is the proper routing, treament and compensation for interexchange traffic that terminates on a Party's circuit switch including traffic routed or transported in whole or part using Internet Protocol? b. Is it appropriate for the Parties to agree on procedures to handle interexchange circuit-switched traffic that is delivered over Local Interconnection Trunk Groups so that the terminating party may receive proper compensation? c. What is the proper routing, treatment and compensation for traffic originated on customer premises equipment of the end user that originated and/or dialed a call in the Internet Protocol format and transmitted to a switch utilizing Internet Protocol?	SBC Appendix ITR, section 1.5. 1.6	**Issue - VNXX** The Commission adopts, by reference, the same finding and contract language as previously set forth in Intercarrier Compensation DPL SBC Texas No. 11. **Issues - a,b,c** The Commission adopts, by reference, the same finding and contract language as previously set forth in SBC Texas DPL No. 21.
80	KMC 18	KMC: Should VoIP traffic be delivered over separate and distinct Feature Group D access trunks and facilities? SBC Texas's issue: May CLEC combine originating 251(b)(5) Traffic, intraLATA toll traffic, and interLATA toll traffic on Feature Group D exchange access trunks /or Interconnection Trunks which CLEC obtains from SBC TEXAS?	SBC Appendix ITR, section 1.5.3-1..6	**Traffic Combination** The Commission adopts, by reference, the same finding and contract language as previously set forth in SBC Texas DPL No. 16. **VoIP** The Commission adopts, by reference, the same finding as previously set forth in SBC Texas DPL No. 21.

209

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		What is the proper routing, treatment and compensation for traffic originated on customer premise equipment in the Internet Protocol format, transmitted to a switch utilizing Internet Protocol and terminated on the Public Switched Telephone Network?		
81	KMC 19	KMC: Should the party delivering VoIP traffic for termination pay into an interest bearing escrow account an amount equal to the intrastate and interstate switched access charges that applies to such VoIP traffic based on its jurisdictional nature? SBC ISSUE: Is it appropriate for the Parties to agree on procedures to handle interexchange circuit-switched traffic that is delivered over Local Interconnection Trunk Groups so that the terminating party may receive proper compensation?	SBC Appendix ITR, section 1.5 1.6	**VoIP** The Commission adopts, by reference, the same finding as previously set forth in SBC Texas DPL No. 21.
82	KMC 20	Should KMC be contractually required to establish a two-way direct end office trunk group when actual or forecasted end office traffic requires 24 or more trunks? SBC Texas's issue: Should a CLEC be required to direct end office trunk once traffic between the parties exceed one DS1 (or 24 trunks)?	SBC Appendix ITR, section 2.3.1	The Commission adopts, by reference, the same finding and contract language as previously set forth in SBC Texas DPL No. 7.
83	KMC 21	Should the agreement have specific timeframes pursuant to which the parties will regroom their interconnection facilities to be consistent with the network interconnection provisions of the agreement? SBC: (a)To avoid inefficient network utilization or exhaustion of network facilities, should the Parties be required to establish additional POIs where call traffic levels through the existing POI exceed 24 DS1s at peak? (b)Should the parties agree to regroom their	KMC Appendix NIA, section 1.2 SBC Appendix NIA Sections 7.0	The Commission finds that issues related to regrooming interconnection facilities consistent with interconnection provisions of the agreement would be best addressed in Track-2 of this proceeding along with UNE issues. SBC Issue – a & c The Commission adopts, by reference, the same finding and contract language as previously set forth in SBC Texas DPL No. 3, 6 and 7

216

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		interconnection architecture within a specified timeframe? (c)To avoid inefficient network utilization or exhaustion of network facilities, should the CLEC be permitted to decommission a POI where call traffic levels through the existing POI fall below 24 DS1s at peak for three consecutive months? (d)Should CLEC be required to pay all costs associated with decommissioning of any POIs including but not limited to any termination liability for decommissioning leased facilities obtained from SBC Texas's interstate and intrastate access tariffs		
84	KMC 22	Should KMC be required to establish more than one POI per LATA? SBC: (a)Should CLEC be required to bear the cost of selecting a technically feasible but expensive form of interconnection such as a single point of interconnection or a point of interconnection outside the local calling area? (b) Should a non-251/252 service such as Transit Service be negotiated separately? (c)Should CLEC be required to interconnect with SBC-TEXAS within SBC-TEXAS' network? (d)Are DS0, DS1, DS3, SONET, OCn dedicated transport facilities for call transport and termination, Common Transport or dedicated transport, technically feasible methods of interconnection? (e) What is the proper application of the transport and termination charges prescribed by Section 251(b)(5)?	KMC Appendix NIA, section 2.0 SBC Appendix NIA Section 2.0	**One POI Per LATA** The Commission adopts, by reference, the same finding and contract language as previously set forth in SBC Texas DPL No. 3 and 6. **Transit Traffic** The Commission adopts, by reference, the same finding and contract language as previously set forth in SBC Texas DPL No. 2. **Technical Feasibility** The Commission adopts, by reference, the same finding and contract language as previously set forth in SBC Texas DPL No. 10. **Transport and Termination Charges** The Commission adopts, by reference, the same finding and contract language as previously set forth in Intercarrier Compensation DPL SBC Texas No. 12.
85	KMC 23	KMC Should KMC have the right, at its sole option, to designate additional POIs as it deems appropriate,	KMC Appendix NIA, section 2.0	The Commission adopts, by reference, the same findings and contract language as previously set forth in SBC Texas DPL Nos. 3 and 84.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		without SBC's consent? SBC: (a)Should CLEC be required to bear the cost of selecting a technically feasible but expensive form of interconnection such as a single point of interconnection or a point of interconnection outside the local calling area? (b) Should a non-251/252 service such as Transit Service be negotiated separately? (c)Should CLEC be required to interconnect with SBC-TEXAS within SBC-TEXAS' network? (d)Are DS0, DS1, DS3, SONET, OCn dedicated transport facilities for call transport and termination, Common Transport or dedicated transport, technically feasible methods of interconnection? (e) What is the proper application of the transport and termination charges prescribed by Section 251(b)(5)?		
86	KMC 24	KMC: Should each party be responsible for 100% of the facilities, trunks, and equipment on its side of the POI? SBC: (a)Should CLEC be required to bear the cost of selecting a technically feasible but expensive form of interconnection such as a single point of interconnection or a point of interconnection outside the local calling area? (b) Should a non-251/252 service such as Transit Service be negotiated separately? (c)Should CLEC be required to interconnect with SBC-TEXAS within SBC-TEXAS' network?	KMC Appendix NIA, section 2.0	The Commission adopts, by reference, the same findings and contract language as previously set forth in SBC Texas DPL No. 10, 11, 17 and 84.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		(d)Are DS0, DS1, DS3, SONET, OCn dedicated transport facilities for call transport and termination, Common Transport or dedicated transport, technically feasible methods of interconnection? (e) What is the proper application of the transport and termination charges prescribed by Section 251(b)(5)?		
87	KMC 25	KMC Should SBC be required to deliver its originating traffic to the KMC-designated POI, regardless of its location? SBC: (a)Should CLEC be required to bear the cost of selecting a technically feasible but expensive form of interconnection such as a single point of interconnection or a point of interconnection outside the local calling area? (b) Should a non-251/252 service such as Transit Service be negotiated separately? (c)Should CLEC be required to interconnect with SBC-TEXAS within SBC-TEXAS' network? (d)Are DS0, DS1, DS3, SONET, OCn dedicated transport facilities for call transport and termination, Common Transport or dedicated transport, technically feasible methods of interconnection? (e) What is the proper application of the transport and termination charges prescribed by Section 251(b)(5)?	KMC Appendix NIA, section 2.0	The Commission adopts, by reference, the same findings and contract language as previously set forth in SBC Texas DPL No. 2, 3, 10 and 84.
88	KMC 26	Should the parties be required to exchange jurisdictional use factors, including but not limited to PLU and PIU data, on a quarterly basis, and may either party request a traffic study as documentation of the PLU at any time to verify the reported PLU factor?	KMC Appendix NIA, section 2.3. SBC Appendix ITR Sections 2.1	**Issues a - e** The Commission adopts, by reference, the same finding and contract language as previously set forth in SBC Texas DPL No. 11, 16, 21 and 71.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		SBC: (a)May CLEC combine originating 251(b)(5) Traffic, intraLATA toll traffic, and interLATA toll traffic on Feature Group D exchange access trunks /or Interconnection Trunks which CLEC obtains from SBC TEXAS? (b)What is the proper routing, treatment and compensation for interexchange traffic that terminates on a Party's circuit switch including traffic routed or transported in whole or part using Internet Protocol? (c) Is it appropriate for the Parties to agree on procedures to handle interexchange circuit-switched traffic that is delivered over Local Interconnection Trunk Groups so that the terminating party may receive proper compensation? (d)What is the proper routing, treatment and compensation for traffic originated on customer premise equipment in the Internet Protocol format, transmitted to a switch utilizing Internet Protocol and terminated on the Public Switched Telephone Network? (e) May CLEC use Interconnection Dedicated Transport, at a TELRIC rate, for interconnection trunking	2.1.1 2.1.2 2.2 SBC Appendix NIA Sections 10.0	
89	KMC 27	Should all appropriate jurisdictional factors be applied to all traffic delivered without proper originating line information in order to determine the appropriate jurisdiction for billing to the originating party? SBC: (a)What terms and conditions should govern the compensation of traffic that is exchanged without the CPN necessary to rate the traffic?	KMC Appendix NIA, section 2.4.1	All parties agree that there should be CPN information but as SBC indicates, for whatever reason that may be missing in some instances. There is a method in place (PLU) to address treatment of this traffic as long as it's less than 10% of the traffic that one carrier delivers to another. Commission finds that SBC Texas's proposal as to how parties should address these excessive levels of traffic (greater than 10%) that is delivered without CPN is an acceptable solution. The Commission declines to adopt KMC's proposed contract language.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		(b) Is CPN the appropriate jurisdictional indicator to be applied to all traffic for the purposes of billing the originating party?		
90	KMC 28	Should ISP-bound traffic be included in the calculation of PLU? SBC: What terms and conditions should govern the compensation of traffic that is exchanged without the CPN necessary to rate the traffic?	KMC Appendix NIA, section 2.4.2	See Commission response to SBC-72 As stated in SBC No. 72, the Commission agrees with SBC and believes that this is a compensation issue. The Commission adopts, by reference, the same finding set forth in Intercarrier Compensation DPL SBC No. 24. The Commission declines to adopt the contract language proposed by KMC.
91	KMC 29	Should there be a cap of 1 DS1 (24 DS0s) for transit traffic which, when exceeded, will require KMC to establish direct end office trunks to third party carriers' end offices? SBC-TEXAS issue statement: (a)Should a non-251/252 service such as Transit Service be negotiated separately? (b)Should CLEC be required to have an Out of Exchange Appendix when CLEC is seeking Section 251(a) interconnection with SBC Texas so that CLEC may serve exchanges which are not in SBC TEXAS' Incumbent exchange areas?	KMC Appendix NIA, section 2.0	**DS1 Cap for Transit Traffic** The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 7 and 24. **Transit Traffic** The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 2 **Out of Exchange Appendix** The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 22. The Commission declines to adopt the contract language proposed by KMC.
92	KMC 30	Should KMC be permitted to establish a POI utilizing any technically feasible arrangement, at its sole option and without the consent of SBC, including but not limited to, existing interconnection arrangements, mid-span fiber meets, and facilities leased from SBC? SBC Texas's issue: Should technically feasible methods of	KMC Appendix NIM, section 0.0	The Commission adopts, by reference, the same findings and contract language previously set forth in SBC Texas DPL No. 10 The Commission declines to adopt the contract language proposed by KMC.

215

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		interconnection be mutually agreed to by the Parties?		
93	KMC 31	Should KMC be entitled to obtain interconnection facilities, including dedicated facilities, from SBC at TELRIC rates? SBC: (a) Does SBC Texas lease facilities from CLEC for purposes of interconnection? (b)SBC Texas's issue: Should SBC Texas be required to provide dedicated transport at UNE based rates from CLEC's switch to the POI? (c) Does the leasing of SBC Texas facilities include trunk ports? (d) Does the leasing of SBC Texas facilities include Cross-Connect Facilities? (e) What is appropriate timeframe for SBC Texas to begin billing for leased facilities? (f) Should SBC Texas be required to provide dedicated transport for interconnection at no charge? (g) Should CLEC be solely responsible for the facilities that carry OS/DA and 911 trunk groups? (h) In all cases, should each party be financially responsible for the facilities on its side of the POI?	KMC Appendix NIM, sections 7.0 – 7.7 SBC Appendix NIM, section 7.0	**(a) SBC Leasing CLEC facilities** The Commission agrees that SBC does not lease facilities from CLECs for purposes of interconnection. The CLEC language is unnecessary and is therefore rejected. **(b) and (f) UNE Rates for dedicated transport** The Commission adopts, by reference, the same finding(s) and contract language previously set forth in SBC Texas DPL No. 11 **(c) Leasing Trunk Ports** The Commission agrees that SBC Texas does not lease trunk ports. Trunk ports are provisioned at the switch and are not a part of the SBC Texas dedicated transport network. Therefore, no contract language is necessary. **(d) Leasing Cross Connects** The Commission agrees with SBC that the term facilities means transport. Cross-connects and local channels are not a part of the transport network. Therefore, no contract language is necessary. **(e) Billing of Leased facilities** This dispute resolves around when the CLEC start paying for leased facilities. SBC has not proposed The Commission accepts the CLEC's language with the following modifications: When CLECs lease facilities from SBC Texas to establish a POI, CLECs shall not be required to begin paying for such facilities until the facilities are jointly tested and functional. SBC Texas may however begin commencement of billing if delays and non-functionality of the leased facilities is the result of CLEC actions. **(g) 911 and OS/DA** See Commission response to DPL(s): 14 and 49. The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 14 and 29

216

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				(h) Financial Responsibility on either side of the POI See Commission response to DPL(s): 17 and 67. The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 17 and 67 The Commission declines to adopt the contract language proposed by SBC and KMC.
94	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Issue: What is the proper routing, treament and compensation for interexchange traffic that terminates on a Party's circuit switch including traffic routed or transported in whole or part using Internet Protocol?	KMC Appendix ITR, section 1.1 1.5 1.6	The Commission adopts, by reference, the same finding(s) and contract language previously set forth in SBC Texas DPL No. 21.
96	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Issue: Should language that is not duplicative be removed from this agreement?	KMC Appendix ITR, section 1.5	This issue appears to relate to the definition of traffic in the context of VOIP. For discussion on this topic, see Commission response to DPL 21. The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 21.
97	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Issue: (a)Should CLEC be allowed to interconnect with SBC Texas without restriction? (b) Should Section 251(b)(5) traffic be defined in this Agreement?	KMC Appendix ITR, section 2.1	The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 1 and 2. Additionally, see Intercarrier Compensation DPL SBC No. 2 on the definition of Section 251(b)(5) traffic.
98	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Issue: (a)Should the definition of "Section 251(b)(5) Traffic" be included in the Agreement? (b) Is Two-way trunking the most efficient method of trunking?	KMC Appendix ITR, section 2.1.2	**Definition of Section 251(b)(5) traffic** The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 2. Additionally, see Intercarrier Compensation DPL SBC-2 on the definition of Section 251(b)(5) traffic. **One-Way Vs. Two-Way Trunks** Consistent with the decision regarding SBC DPL No. 17 the

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				Commission finds that two-way trunking is the most efficient method of trunking. The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 17 The Commission declines to adopt KMC's contract language and adopts the language proposed by SBC in DPL 17 without modification.
99	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC-TEXAS issue statement: (a)Should a non-251/252 service such as Transit Service be negotiated separately? (b) This issue has been resolved.	KMC Appendix ITR, section 2.2	The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 2, 24 and 28.
102	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Should Trunk Design Blocking Criteria be based on 251(b)(5) traffic?	KMC Appendix ITR, section 3.0	This dispute in this DPL relates to the definition of 251(b)(5). The Commission has determined the meaning of Section 251(b)(5) in SBC DPL No. 2. Accordingly, the Commission adopts the following contract language. <u>Contract language:</u> Trunk forecasting and servicing for trunks carrying 251(b)(5) traffic will be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads 1% from the End Office to the Tandem and 1% from Tandem to End Office based on Neal Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available. Listed below are the trunk group types and their objectives.
103	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: (a) Is Two-way trunking the most efficient method of trunking? (b) Should a non-251/252 service such as Transit Service be negotiated separately? (c) Should CLEC be responsible for forecasting and ordering all two-way trunk groups?	KMC Appendix ITR, section 4.1	**One-Way Vs. Two-Way Trunks** Consistent with the decision regarding SBC DPL No. 17 the Commission finds that two-way trunking is the most efficient method of trunking. The Commission adopts, by reference, the same findings and contract language previously set forth in SBC Texas DPL No. 17 **Transit Traffic** The Commission adopts, by reference, the same findings and

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				contract language previously set forth in SBC Texas DPL No. 2, 24 and 28. **Trunk Forecasts** The Commission finds that it is reasonable to require CLECs to be responsible for forecasting and ordering all trunk groups. Trunk forecasts are used to help estimate network resources. Therefore, the Commission adopts the language proposed by SBC Texas.
104	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas' issue: Should a CLEC be required to direct end office trunk once traffic between the parties exceed one DS1 (or 24 trunks)?	KMC Appendix ITR, section 5.3	See Commission response and rational to SBC DPL(s): 7 The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 7
115	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: What is the proper routing, treament and compensation for interexchange traffic that terminates on a Party's circuit switch including traffic routed or transported in whole or part using Internet Protocol?	KMC Appendix NIM section 1.6	See Commission rational and response to SBC DPL 21. The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 21.
116	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Must the parties interconnect pursuant to this agreement?	KMC Appendix NIA Preamble	The Commission agrees with SBC that parties must interconnect pursuant to this agreement and that issues such as transit traffic are incidental to interconnection and must therefore be addressed in this appendix. The Commission adopts SBC contract language with modifications consistent with decisions in previous DPLs. This Attachment 11: Network Interconnection Architecture to the Agreement describes the technical arrangement by which CLEC and SBC Texas will interconnect their networks in the event that CLEC owns, leases, or otherwise is providing its own switching facilities. Network interconnection may be provided by the Parties at any technically feasible point or points and by any technically feasible method in accordance with the Act, Texas PUC rules and orders, and this Agreement.
118	KMC- This is an issue raised by SBC Texas not on KMC's	SBC Texas Issue: When is CLEC required to establish additional POIs?	SBC Appendix NIA filed by KMC	The Commission adopts, by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 6.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
	DPL		section 7.0 KMC Appendix NIA section 2.1	
119	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas' issue: (a)Should CLEC be required to establish local interconnection trunks to every local calling area in which CLEC offers service? (b)SBC Texas Issue" Is Two-way trunking the most efficient method of trunking?	KMC Appendix NIA section 2.2 2.2.1 2.2.2 SBC Appendix NIA filed by KMC sections 3.0-6.0 9.0	**POIs in every local calling area** The Commission adopts, by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 8. **One-Way Vs. Two-Way Trunks** Consistent with the decision regarding SBC IC Issue 17 the Commission finds that two-way trunking is the most efficient method of trunking. The Commission adopts, by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 17
120	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas's issue: Should technically feasible methods of interconnection be mutually agreed to by the Parties?	KMC Appendix NIA sections 2.5 SBC Appendix NIA filed by KMC section 12.0	The Commission adopts, by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 10
121	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Is Two-way trunking the most efficient method of trunking?	KMC Appendix NIA section 2.1 (Page 10) SBC Appendix NIA filed by KMC section 1.10	The Commission adopts, by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 17

220

28821-Network Architecture/Interconnection-Jt. DPL-Final

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
133	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas issue: What should the definition of the various types of switches be in this Agreement?	KMC Appendix NIA sections 0.10 *et seq.* SBC Appendix NIA filed by KMC sections 1.1 1.3 1.7 1.8 1.11 1.12 1.14	The Commission finds that the definitions proposed by SBC TEXAS more clearly define the various types of switches than the definition proposed by KMC. The Commission adopts SBC Texas's contract language.
138	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: What should the definition of the "ISP-Bound Traffic" be in this Agreement?	KMC Appendix NIA section 0.15 SBC Appendix NIA filed by KMC section 1.6	The Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No. 21 and Intercarrier Compensation SBC Texas DPL No. 8.

221

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
141	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Is it more appropriate to define traffic subject to reciprocal compensation as Section 251 (b)(5) Traffic or Local Traffic and is such definition more appropriately addressed in Attachment 12: Compensation?	KMC Appendix NIA section 0.18 SBC Appendix NIA Section 1.15	The Commission adopts, by reference, the same finding(s) previously set forth in SBC Texas DPL No. 2 For issues related to compensation for 251(b)(5) traffic, the reciprocal compensation appendix is the appropriate place, and is addressed in that appendix.

222

28821-Network Architecture/Interconnection-Jt. DPL-Final

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
149	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Should the definition of "PLU" be included in this Attachment 11?	KMC Appendix NIA section 0.26	The Commission agrees with SBC and believes that this issue is a compensation issue. The Commission adopts, by reference, the same finding and contract language set forth in Intercarrier Compensation DPL SBC No. 24. The Commission declines to adopt the contract language proposed by KMC.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
150	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: What should the definition of the "POI" be in this Agreement?	KMC Appendix NIA section 0.27	**Points of Interconnection** For decisions related to Points of Interconnection see Commission rational and response to SBC DPLs 1, 3, 4, 7 and 8. The Commission adopts, by reference, the same finding(s) and contract language set forth in SBC Texas DPL No. 1, 3, 4, 7, 8. The Commission declines to adopt the contract language proposed by KMC. **Technical Feasibility** For decisions related to technically feasibility see Commission rational and response to SBC DPL 10. The Commission adopts, by reference, the same finding(s) set forth in SBC Texas DPL No. 10 The Commission declines to adopt the contract language proposed by KMC.
155	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas issue: What should the definition of the various types of switches be in this Agreement?	KMC Appendix NIA section 0.32 SBC Appendix NIA filed by KMC sections 1.1 1.7 1.8 1.11 1.12	The Commission finds that the definitions proposed by SBC TEXAS more clearly define the various types of switches than the definition proposed by KMC. The Commission adopts contract language proposed by SBC Texas.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
157	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC-TEXAS issue statement: Should a non-251/252 service such as Transit Service be negotiated separately?	KMC Appendix NIA section 0.37	For Commission rational and response see SBC DPL 2, 24, 28. The Commission adopts, by reference, the same finding(s) and contract language set forth in SBC Texas DPL No. 2, 24, 28 The Commission declines to adopt the contract language proposed by KMC.
158	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC-TEXAS issue statement: Should a non-251/252 service such as Transit Service be negotiated separately?	KMC Appendix NIA section 0.38	The Commission adopts, by reference, the same finding and contract language set forth in SBC Texas DPL No. 2, 24, 28 The Commission declines to adopt the contract language proposed by KMC.
160	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Should the definition of "Distant LCA" be included in this Attachment 11?	SBC Appendix NIA filed by KMC section 1.2	The Commission adopts, by reference, the same finding(s) set forth in SBC Texas DPL No. 3 The Commission declines to adopt the contract language proposed by SBC.
161	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Should the definition of "Facility-Based Provider" be included in this Attachment 11?	SBC Appendix NIA filed by KMC section 1.4	The Commission finds that SBC Texas's definition of "Facility-Based Provider" more accurately defines this term than does KMC's suggested language in its' listed position. The Commission adopts contract language proposed by SBC Texas.
162	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Should the definition of "IntraLATA Toll" be included in this Attachment 11?	SBC Appendix NIA filed by KMC section 1.5	The Commission finds that the definition proposed by SBC TEXAS most clearly and accurately defines the term "IntraLATA Toll". The definition as proposed by SBC TEXAS is consistent with accepted industry standards. The Commission adopts contract language proposed by SBC Texas.
163	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Should the definition of "LCA" be included in this Attachment 11?	SBC Appendix NIA filed by KMC section 1.9	The Commission finds that the definition proposed by SBC TEXAS most clearly and accurately defines the term "Local Calling Area (LCA)". The definition as proposed by SBC TEXAS is consistent with accepted industry standards. The Commission adopts contract language proposed by SBC TX.

225

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
164	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Should the definition of "Local Interconnection Trunk Groups" be included in this Attachment 11?	SBC Appendix NIA filed by KMC section 1.10	The Commission finds that it is appropriate to have the term "Local Interconnection Trunk Groups" defined in this section as long as it is understood that Section 251(b)(5)/IntraLATA Traffic is defined in Intercarrier Compensation DPL SBC 2. The Commission adopts SBC's definition of Local Interconnection Trunks.
165	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Should the definition of "Offers Service" be included in this Attachment 11?	SBC Appendix NIA filed by KMC section 1.13	The Commission finds that the definition proposed by SBC TEXAS offers clarification to the term "Offers Service" that is used throughout this section. The Commission adopts contract language proposed by SBC Texas.
166	KMC- This is an issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Should the definition of "Section 251 (b)(5) Traffic" be included in this Attachment 11?	SBC Appendix NIA filed by KMC section 1.15	The Commission finds that Section 251(b)(5) Traffic is defined in Intercarrier Compensation DPL SBC No. 2. Furthermore, Commission finds that Section 12: Compensation is the most appropriate location for this term to be defined. The Commission adopts contract language proposed by SBC Texas.
167	KMC- This is a new issue raised by SBC Texas not on KMC's DPL	SBC Texas Issue: Should the definition of "Section 251(b)(5)/IntraLATA Traffic" be included in this Attachment 11?	SBC Appendix NIA filed by KMC section 1.16	The Commission finds that for purposes of interconnection, it is appropriate to have "Section 251(b)(5)/IntraLATA Traffic" defined to reflect the appropriate application for this section. The Commission also references SBC DPL No. 2 in this section to list the types of traffic that meet Section 251(b)(5)/IntraLATA Traffic criteria. For purposes of compensation, "Section 251(b)(5)/IntraLATA Traffic" is defined in Intercarrier Compensation DPL SBC No. 2.

296

28821- HFPL/Linesharing -Jt. DPL-Final

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
1	[AT&T] 1[1]	SBC Texas Overarching: Which Party's proposed language governing interim HFPL-related rates and true-up should be adopted as to any interim rates contained in the Parties' Successor Agreement, that are noted as being subject to true-up [AT&T] Should SBC's language regarding HFPL rates and their true up, including references to the parties' "prior interconnection agreement", be included in the ICA?	1.2.1 – 1.2.3	The Commission rejects SBC's proposed language and finds that a Commission Order is the appropriate means by which to address trued-up rates.
	[MCI] 19/106	[SBC Texas]Should SBC Texas' proposed rate language be adopted which specifically addresses how any interim rates in the Parties' existing (Prior ICA) and successor ICA at issue ("Successor ICA") will be replaced and/or trued-up, as applicable, when non-interim rates are established by the TPUC? [MCI] What terms and conditions should apply to interim pricing?	**[MCIm]** 12(et. seq.)	The Commission rejects SBC's proposed language and finds that a Commission Order is the appropriate means by which to address trued-up rates.
2	[AT&T] 2	SBC Texas Overarching Should the Appendix Line Sharing reflect the FCC's TRO Findings and the FCC's Rules adopted by the FCC in its TRO? [SBC Texas]Should the grandfathered end-user provision in the contract reflect the FCC's TRO findings?	3.2	The Commission rejects SBC's proposed language. The Commission finds SBC's proposed language to be broad, duplicative, and unnecessary.

[1] Birch/ionex adopted AT&T's agreed upon language, disputes, and dispute rationale for Attachment 25; Line Sharing Appendix.

222

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		[AT&T] Should the HFPL appendix include change of law language over and above that contained in the GT&Cs?		
	[MCIm] 8/95]	[SBC Texas]Should the grandfathered end-user provision in the contract reflect the FCC's TRO findings? [MCI] What terms and conditions should apply for MCIm's "grandfathered" HFPL customers (those prior to October 2, 2003)?	**[MCIm]** 4.1	The Commission rejects SBC's proposed language. The Commission finds SBC's proposed language unnecessary due to change of law provisions within the GT&C.
	[MCI] 9/96 and [MCI] 10/97	[SBC Texas] Should the new end-user provisions in the contract reflect the FCC's TRO findings? [MCI] What terms and conditions should apply for MCIm's "new" HFPL customers (those prior to October 2, 2003 and October 2, 2006)?	SBC Texas Proposed Sections 4.2, 4.2.1, 4.2.2, 4.2.2.1, 4.2.2.2, 4.2.2.3 and 4.3. **[MCIm]** Proposed Sections 4.2 and 4.3.	This issue has been settled.
	[AT&T] 3	[SBC Texas] A. Should collocation terms and conditions be governed by the Texas Collocation Tariff? B. Should access to subloops be consistent with the subloop provisions of the ICA and the FCC's TRO? [AT&T] Should the ICA contain language addressing collocation of advanced services equipment at the remote terminal?	AT&T 5.2	The Commission adopts SBC's proposed language. The Commission finds SBC's proposed language to be consistent with the TRO and the FCC's rules.

228

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
	[AT&T] 4	SBC Texas Should SBC Texas be entitled to receive the tariff rates for activities performed which are outside of its unbundling obligations? [AT&T] What rates should apply for maintenance, acceptance and cooperative testing, the labor rates set forth in the Pricing Schedule or the rates set forth in SBC Texas Tariff 73?	8.4, 10.1, 10.3, 10.4, 10.7	The Commission adopts SBC's language with the following revisions: **8.4** For HFPL orders, intervals are contingent upon AT&T's End-User's release of the voice grade circuit during normal working hours. In the event the loop over which the End-User is being provided xDSL-based service over the HFPL by AT&T should require conditioning during non-working hours, the due date may be adjusted consistent with the End-User's release of the voice grade circuit and AT&T shall pay Maintenance of Service on a time and material basis, in 30-minute increments, for the SBC Texas time involved, **pursuant to the applicable rates referenced in Section 10.7 below; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.** **10.7 The applicable, regional tariffed rates set forth in FCC Tariff No. 73, Section 13.4.4** shall apply when AT&T is required to pay Maintenance of Service charges, on a time and material basis, in 30-minute increments as set forth hereinabove; **provided, however, the rates referenced in this Section shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement.**
	[MCIm] 15/102	For Line Sharing, what provisioning standards should apply?	**[MCIm]**	The Commission adopts SBC's proposed language. The Commission agrees with SBC that xDSL and HFPL are

229

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
			7.1	inherently different and require separate provisioning practices.
	[MCIm] 17/104	What intervals should apply for HFPL where conditioning is requested or outside plant rearrangement is necessary?	**[MCIm]** 7.4.2.1	The Commission adopts SBC's proposed language. MCIm has failed to demonstrate good cause for the Commission to deviate from previous decisions rendered in Docket No. 22168.
3	[MCIm] 1/88	Is the High Frequency Portion of the Loop an unbundled Network Element within the meaning of 251(c)?	**[MCIm]** 1.1; 1.2; 3.8	This issue has been settled.
4	[MCIm] 4/91	[SBC Texas] Should MCIm's proposed language relating to combinations, which has no application to line sharing be rejected? [MCIm] Are there obligations that apply equally to Line Sharing and Line Splitting?	**[MCIm]** Section 3.3	The Commission rejects MCIm's proposed language. The Commission finds MCIm's proposed language unneccessary.
5	[MCIm] 5/92	Is HFPL available in conjunction with UNE-P?	**[MCIm]** 3.5	The Commission rejects SBC's proposed language. The Commission agrees with MCIm that SBC's proposed language is unnecessary given the change of law provision in the GT&C.
8	[MCIm] 20/107 and 13/379	Should SBC's reservation of rights and intervening law language be included in Appendix Line Sharing? Should SBC's reservation of rights/intervening law language be included in Appendix xDSL? Should SBC's reservation of rights/intervening law language be included in the Appendix Line Splitting? [NEED TO IDENTIFY WHICH LINE SPLITTING ISSUE THIS IS]	SBC Proposed Section 13 of Appendix Line Sharing, Section 14 of Line Splitting Appendix and Section 14.1 of Attachment 25: xDSL as to MCIm. **[MCIm]** 13	The Commission rejects SBC's proposed language. The Commission finds SBC's proposed language unnecessary due to existing change of law provisions in the GT&C.

230

231

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		HFPCL		
2		**Yellow Zone Process ("YZP")**		
	[MCIm] YZP 1/380	SBC Texas Overarching Issue: Is SBC Texas' voluntary alternative yellow zone ordering process (YZP) subject to arbitration under Section 252 of the Act? [MCI] Issue: Should the yellow zone ordering process (YZP) be a required offering or a voluntary offering? [MCI] Issue: What conditions should govern termination of a voluntary offering?	[SBC] YZP Sections 1.1; 1.4; 6.1; Attachment RABT YZP 1.3 **[MCIm]** 1.1; 1.4; 6.1;(Attachment RABT YZP 1.3)	The Commission adopts SBC's proposed language. The Commission finds SBC's language reasonable given the nature of its voluntary wholesale offering. The Commission further finds SBC's proposed section 6.1 to provide reasonable notice in the event either party desires to terminate the Attachment.
	[MCIm] YZP 2/381	[SBC Texas] Is SBC Texas' voluntary alternative yellow zone ordering process (YZP) subject to arbitration under Section 252 of the Act? [MCIm] What terms and conditions should apply for YZP trouble tickets?	**[MCIm]** 3.3 (et. seq.) [SBC] 3.3 (et. seq.) and 5.1	The Commission adopts MCI's proposed language. The Commission finds SBCs proposed language too restrictive and uneccesary. The Commission agrees with MCIm that the same terms and conditions should apply to YZP as the general trouble ticket.
3		**RABT-YZP and RABT-MMP**		
	[CLEC Coalition] RABT-YZP 3	[SBC Texas] Is SBC Texas' voluntary alternative yellow zone ordering process (YZP) subject to arbitration under Section 252 of the Act? [CLEC Coalition] Should the Appendix include	5.1.1	The Commission rejects SBC's proposed language. The Commission finds SBCs proposed language too restrictive and uneccesary. The Commission agrees with MCIm that the same terms and conditions should apply to YZP as the general trouble ticket.

232

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		language addressing payment for "No Trouble Found" situations?		

233

28821-Operator Services-Jt. DPL-Final

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Appendix & Sections	COMMISSION DECISION
1	[MCIm] 1	**SBC**: Should SBC TEXAS be required to provide OS as a UNE? **MCIm**: Should the Operator Service Appendix refer to whether OS is a UNE?	OS 2.1.2 **[MCIm]** OS 2.1.2	The Commission finds that the state of the law on this issue has not changed since the Commission addressed this issue in its Revised Arbitration Award in Docket No. 24542 – Petition of MCImetro, et al., for Arbitration with SBC Texas. There, the Commission found that SBC Texas must continue to provide Operator Services as a UNE until SBC Texas initiates a proceeding before the Commission to demonstrate that it has met the customized routing requirements necessary to cease offering OS as a UNE (Revised Arbitration Award at 167, Oct. 3, 2002). Therefore, the Commission adopts MCIm's contract language, and concludes that SBC Texas shall continue to provide OS as a UNE until it initiates a proceeding before the Commission to demonstrate that it has met the customized routing requirements necessary to cease offering OS as a UNE.
2	[MCIm] 2	Should SBC TEXAS be obligated to process 0-dialed DA calls, when SBC is not providing Directory Assistance Service to MCIm?	**[MCIm]** OS 2.2.1.10; 2.4.1	**This issue has been resolved by the parties.**
3	[MCIm] 3	Should general assistance information be subject to per work second OS charges?	OS 2.2.1.13 **[MCIm]** OS 2.2.1.13	The Commission concurs with the parties, based on the testimony provided by both SBC and MCIm, that general Operator Assistance information should not be subject to per work second OS charges. (*See* Nations Rebuttal at 6, SBC-TX Ex. 27; Caputo Revised Direct at 6, MCI Ex. 1). However, the Commission declines to adopt MCIm's proposed contract language as it is unresponsive to the DPL question posed.
4	[MCIm] 4	If MCIm custom routes off SBC TEXAS' OS/DA platform prior to the notice period, should MCIm pay average monthly usage prior to the expiration of the notice period?	**[MCIm]** OS 13.1	**This issue has been resolved by the parties.**

234

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
1	[AT&T] 1	**SBC Texas:** Should AT&T be permitted to use SBC's preorder interface for marketing purposes? **[AT&T]:** Is authorization to become the end user's local service provider required for AT&T to access pre-order information?	[AT&T] 3.6.1, 4.2.2	The Commission adopts AT&T's proposed language. SBC is obligated to provide OSS functionality for pre-ordering. The Commission finds that access to the customer's CSR during the negotiation phase is an essential function of the pre-ordering phase. The Commission also finds that AT&T's proposed language is consistent with the current CPNI rules and provides the appropriate protection to consumers against abuse.
	[MCIm] 148/OSS 1	[MCIm] May MCIm view Customer Proprietary Network Information prior to obtaining authorization to become the End User's local service provider?	**[MCIm]** OSS 2.5, 2.6, 2.8	The Commission adopts AT&T's proposed language. SBC is obligated to provide OSS functionality for pre-ordering. The Commission finds that access to the customer's CSR during the negotiation phase is an essential function of the pre-ordering phase. The Commission also finds that AT&T's proposed language is consistent with the current CPNI rules and provides the appropriate protection to consumers against abuse.
	[Birch/ionex] 1, 4	[Birch/ionex] 1 Is customer authorization to review CPNI enough to provide CLEC with access to the CPNI? 4 Can the CLEC obtain the end user authorization for release of CPNI?	Att. 27, § 3.6.1, 4.2.2	The Commission adopts AT&T's proposed language. SBC is obligated to provide OSS functionality for pre-ordering. The Commission finds that access to the customer's CSR during the negotiation phase is an essential function of the pre-ordering phase. The Commission also finds that AT&T's proposed language is consistent with the current CPNI rules and provides the appropriate protection to consumers against abuse.
	[CLEC Coalition] 1.3	[CLEC Coalition 1] *Is authorization to become the end user's local service provider required for AT&T to access pre-order information?* [CLEC Coalition 3] *Is authorization to become the end user's local service provider required for AT&T to access pre-order information?*	[CLEC Coalition 1] Att. 27 OSS Section 3.5 [CLEC Coalition 3] Att. 27 OSS 4.2.3	The Commission adopts AT&T's proposed language. SBC is obligated to provide OSS functionality for pre-ordering. The Commission finds that access to the customer's CSR during the negotiation phase is an essential function of the pre-ordering phase. The Commission also finds that AT&T's proposed language is consistent with the current CPNI rules and provides the appropriate protection to consumers against abuse.
3	[AT&T] 3 [Birch/ionex] 3	**SBC Texas:** a. Is the Change Management Process the	[AT&T] 3.10.1	The Commission adopts AT&T's proposed language. The Commission finds that AT&T's language adequately addresses the

235

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		appropriate avenue for making requests to changes in OSS? b. Should AT&T be allowed to circumvent the Change Management process which was designed to assist all CLECs with changes to OSS? [AT&T]: Should the ICA require that Change Management be utilized anytime new systems or processes are developed?		CMP involvement in processing OSS change requests and provides opportunity for input from other parties who may be affected by a request.
14	[MCIm] 149/OSS 2	[SBC Texas] To what extent should MCIm be required to indemnify SBC Texas in the event of unauthorized access for use of SBC Texas's OSS by MCIm personnel? [MCIm] In the event of unauthorized access for use of SBC Texas's OSS by MCIm personnel should SBC be required to demonstrate that it incurred damages caused by the unauthorized entry, before MCIm is obligated to indemnify SBC?	**[MCIm]** OSS 2.2	The Commission adopts SBC's language. The Commission finds SBC's proposed language reasonable and necessary to protect itself against possible abuse.
15	[CJP] 1	[CJP] Should this section include language awarded to Posner in the Posner/SBC arbitration in Docket No. 23859?	[CJP] §§ 3.1, 5.5	Deferred to Track 2 by agreement of the parties.

236

28821-Permanent Number Portability -Jt. DPL-Final

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
1	[AT&T]	[SBC] Should SBC TEXAS be required to include in the agreement operational processes? [AT&T] Should standard terms for LNP activate/disconnect services be formalized through inclusion in the Agreement?	[AT&T] Section 5	The Commission rejects AT&T's proposed language. The Commission finds AT&T's language constricts the flexibility necessary to adjust operations in order to conform to a changing environment.
4	[MCI] 146 LNP 3	[MCI] In the event a non-coordinated cutover cannot be completed as scheduled, should SBC TEXAS be required to restore the end user customer's service?	**[MCIm]** LNP 5.2.2.1	The Commission rejects MCIm's proposed language. The Commission finds that MCIm's proposed language is overbroad and does not take into account situations in which the service problem does not stem from SBC's error. The Commission finds that SBC-Texas and MCIm shall take the necessary actions to minimize customer out-of-service time, and promptly restore service when necessary. The Commission adopts the following MCIm proposed contract language with modification: For the porting of a telephone number where a Coordinated Cutover has not been requested, the Parties will mutually agree on a scheduled cutover time frame, and SBC TEXAS provide notification of completion via website accessible to MCIm. In the event that a non-coordinated cutover cannot be completed as scheduled, the Parties shall minimize Customer out-of-service time, and shall promptly restore the Customer's service, when necessary.
5	[MCI] 147 LNP 4	[MCI] What is the appropriate pricing for coordinated cutovers?	[MCI] LNP 5.3 (all)	The Commission rejects SBC's proposed language. The Commission finds SBC's proposed language overly-broad and unnecessary.

237

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
1	[AT&T] 1 [Birch/ionex, CLEC Coalition] 1	[SBC Texas] Which party is permitted to perform any splicing or other wire work required on SBC Texas outside plant facilities? [AT&T] Must all make ready work, including all splicing and wire work, be completed by SBC-T, or may AT&T perform its own make ready, including splicing and wire work, of SBC's outside plant facilities?	3.25, 10.04	**3.25** – The Commission adopts the language proposed by SBC Texas. The Commission agrees with SBC position articulated in the testimony of SBC that "SBC must have the ability to control the maintenance, reliability, and confidentiality of its network." [Schilling Direct at 3, SBC-TX Ex. 39.] **10.04 – Performance of Make Ready Work –** The Commission adopts the language proposed by SBC Texas. In addition to insuring that SBC Texas has control over the network for which it is responsible, the language proposed by SBC Texas <u>does not</u> prohibit CLECs from performing their own work; it simply acknowledges that CLECS must be an authorized contractor in order to do so. As indicated by SBC Texas, "AT&T may be allowed to do the make ready work referenced in section 10.04 if AT&T becomes an authorized vendor, as have a number of CLECs including Quest Communications, Time Warner and Phonoscope. AT&T, however, may not perform work on SBC Texas' facilities without submitting to the training and qualifications required to obtain authorized vendor status. Otherwise, AT&T may have insufficient training and could harm itself, SBC Texas, and/or other providers." [Schilling Rebuttal. at 2, SBC-TX Ex. 40; and Schilling Direct. at 5-6, SBC-TX Ex. 39] The Commission agrees that the term "make-ready work" refers to all work performed or to be performed to prepare SBC TEXAS' poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of (AT&T, Birch/Ionex or the CLEC Coalition's) facilities. Make-ready work does not include the actual installation of (AT&T, Birch/Ionex or the CLEC Coalition's) facilities. [Schilling Direct. at 4, SBC-TX Ex. 39] The Commission also agrees that Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where

238

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				such work is required to accommodate (AT&T, Birch/Ionex or the CLEC Coalition's) facilities (as contrasted from work performed on SBC TEXAS' behalf in furtherance of SBC TEXAS' own business needs, or convenience.) [Schilling Direct at 4. SBC-TX Ex. 39]
2	[AT&T] 2 [Birch/ionex, CLEC Coalition] 2	[SBC Texas] Is it reasonable to require AT&T to notify SBC five days in advance before entering SBC Texas' conduit system to perform non-emergency work to allow SBC to schedule its work load appropriately? [AT&T] Is AT&T obligated to notify SBC Texas 48 hours or five days in advance before entering SBC Texas' conduit system to perform non-emergency work?	6.11 (a)	**611(a)** - The Commission adopts the language proposed by SBC Texas that requires a five (5) days advance notice in advance before entering SBC Texas' conduit system to perform non-emergency work. The Commission is persuaded that for non-emergency work it is not unreasonable for CLECs to give SBC Texas sufficient notice for SBC to schedule its workforce to accommodate the request. SBC Texas notes "for non-emergency work, SBC Texas schedules its work crews weekly. It is unrealistic for CLECs to require SBC Texas to pull employees off of an existing scheduled job/job site to meet CLECs at another location for non-emergency work requests. The CLECs should notify SBC Texas so that SBC Texas can manage its work schedule. Non-emergency work operations should not be handled in an emergency mode. [Schilling Direct at 8, SBC-TX Ex. 39] The Commission is persuaded that the 48 hour notice period suggested by the CLECs has proven to be problematic. SBC Texas noted that its Structure Access personnel confirmed the problems that CLECs and SBC Texas face when operating under the constraints of 48-hour notice. Examples of these shortcomings include occasions under the former ICA in San Antonio and Austin, where two different attaching parties wanted to enter the same manhole at the same time. During these occasions there were attaching parties trying to place inner duct while, at the same time, another attaching party was trying to pull fiber. On another occasion, two different CLECs were pulling inner duct in two different manholes and met each other in the middle, forcing one CLEC to

239

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				stop the operation so the other CLEC could continue. [Schilling Direct at 8-9, SBC-TX Ex. 39; Schilling Rebuttal. at 5. SBC-TX Ex. 40] The Commission agrees that all parties, including SBC Texas, have to make plans and coordinate functions, as necessary, prior to entering SBC Texas' manholes. Sufficient time is needed to process the request and plan ahead so parties are not working in the same places at the same time. Failing to do so can result in increased expenses for all parties involved, which ultimately may be borne by consumers. [Schilling Direct. at 9, SBC-TX Ex. No. 39]
3	[AT&T] 3 [Birch/Ionex, CLEC Coalition] 3	[SBC Texas] Which party shall bear the cost of ensuring that work performed in manholes and SBC's conduit system by AT&T or personnel acting on AT&T's behalf is done correctly? [AT&T] Should the cost of a single SBC Texas' employee who will review AT&T's maintenance work be shared by the parties or paid for by AT&T?	6.11 (d)	**611(d)** – The Commission adopts the language proposed by AT&T as it appears to be identical to the existing ICO language between AT&T and SBC regarding this issue. The Commission is not persuaded by the arguments set forth by SBC that would change the status quo. Currently, AT&T and SBC Texas share the cost of a single SBC Texas employee assigned to review work during emergency and non-emergency situations. SBC Texas' proposed language at Section 6.11(d) states that a single authorized employee or representative of SBC Texas may be present any time AT&T, Birch/Ionex or the CLEC Coalition or personnel acting on behalf of these CLECs enters or performs work within SBC Texas' conduit systems. AT&T, Birch/Ionex or the CLEC Coalition shall reimburse SBC Texas for costs associated with the presence of an SBC Texas authorized employee or representative. [Schilling Direct at 10, SBC-TX Ex. 39, and Schilling Rebuttal. at 6, SBC-TX Ex. 40] The Commission is not persuaded that the above referenced information should be included in the ICA and thus adopts the language proposed by AT&T.

240

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
4	[AT&T] 4 [Birch/Ionex, CLEC Coalition] 4	[SBC Texas] Should AT&T be required to apply to SBC for occupancy in advance of occupying the space to ensure a non-conflicted arrangement? [AT&T] Should AT&T be required to apply to SBC for occupancy in advance of occupying the space?	8.03, 9.02 (c)(4), 9.02(c)(5), 10.01 (d)-(e), 10.03, 10.09, 12.03 (c)-(g),	8.03 – 9.02 (c)(4), 9.02(c)(5), 10.01 (d)-(e), 10.03, 10.09, 12.03 (c)-(g), **Immediate Occupancy** The Commission adopts the language proposed by AT&T. AT&T's proposed language from the existing ICA between the parties. In addition, SBC Texas did not offer competing language regarding this issue. The Commission is not persuaded that the arguments made by SBC Texas regarding the current policy and its adverse affects on issues such as public safety, network integrity, security and parity of CLECs are sufficient to change the existing provisions of the current ICA as proposed by SBC Texas. [Schilling Direct. at 6, SBC-TX Ex. 39.]
5	[AT&T] 5 [Birch/Ionex] 5	Is SBC Texas undefined descriptive term "permitted" to describe the type of apparatus enclosures and facilities to be attached to poles appropriate for inclusion in the ICA?	9.02, (d) (3)	**9.02(d)(3)** The Commission adopts the language proposed by AT&T. As indicated by AT&T, its proposed language is identical to the existing ICA between AT&T and SBC Texas and is also contained in the T2A, which was a produce of an industry collaborative that included SBC Texas and was approved by the Texas Commission. Also, as indicated by AT&T, this language has been in place for at least the last three years. The Commission agrees with AT&T in that SBC Texas' use of the word "permitted" in this provision would constitute an unlawful restriction on AT&T's ability to attach to SBC's structures. The term "permitted apparatus enclosures and other facilities" implies that SBC is entitled to determine the specifications of the enclosures and facilities that AT&T may place. The Pole Attachment Act, however, allows denial of access only if there is insufficient capacity, or by reason of safety, reliability and generally applicable engineering purposes. Otherwise, the structure owner has no right to "permit" or regulate the type of materials used. The use of the term "permitted" would broaden SBC's ability to limit access beyond that allowed by the Pole Attachment Act. [Sullivan Direct at 35-36, AT&T Ex. 10; Sullivan Rebuttal at 23, AT&T Ex. 11]

251

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
6 -	[AT&T] 6 [Birch/ionex] 6 [CLEC Coalition] 5	[SBC Texas] If AT&T does not determine whether pole is owned or controlled by SBC Texas, and therefore is unable to identify all pole ownership in its application, should AT&T pay SBC Texas to perform this function? [AT&T] If AT&T cannot determine whether pole is owned or controlled by SBC Texas, and therefore is unable to identify all pole ownership in its application, should AT&T pay SBC Texas to perform this function?	9.02, (f)	**9.02(f)** The Commission adopts the language proposed by SBC Texas. The Commission notes SBC Texas' proposed language states that if the relevant CLEC cannot identify all poles to which it wants to attach, then the CLEC may contract with SBC Texas to do so at the CLEC's expense. [Schilling Direct at 12, SBC-TX Ex. 39] The Commission is persuaded by SBC that thousands of poles are used throughout Texas; and the information the CLEC seeks is not readily available; and that it is a misleading assumption that SBC Texas has 100% of all utility pole documents, including ownership, in SBC Texas' records. The Commission is persuaded that SBC Texas engineers must also conduct site surveys as well as contact utility companies to determine pole ownership. [Schilling Rebuttal. at 9, SBC-TX Ex. 40] The Commission agrees that the attaching party to needs review all utility records to identify all poles that are owned by SBC Texas and the local electric company. If these records do not indicate ownership of all poles, then the attaching party needs to conduct a field survey to identify the mark or branding on the pole to know which party it belongs to. This is the same process SBC Texas must perform when making its own pole attachments. [Schilling Rebuttal at 10, SBC-TX Ex. 39]
7	[AT&T] 7 [Birch/Ionex] 7	To facilitate the sharing of costs by all parties benefiting from an AT&T modification, should SBC Texas notify AT&T if any entity attaches facilities to additional capacity on SBC Texas' poles or conduits created at AT&T's expense?	10.02 (a)	**10.02 (a)** – The Commission adopts the language proposed by SBC Texas including the modifications proposed by SBC Texas. The Commission notes that the language proposed by SBC Texas differs from the existing language in the current T2A. However, the Commission is persuaded that SBC Texas does not have an obligation to be an accountant or collection agency for CLECs (Schilling Rebuttal. at 11, SBC-TX Ex. 40]

242

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				In addition, the Commission is persuaded that SBC Texas' proposed language provides notification that the CLECs request. [Schilling Rebuttal at 11, SBC-TX Ex. 40]
8	[AT&T] 8 [Birch/Ionex] 8	[SBC Texas] To facilitate the sharing of costs by all parties benefiting from an AT&T modification, should SBC Texas notify AT&T if any entity attaches facilities to additional capacity on SBC Texas' poles or conduits created at AT&T's expense? **Same as Issue 7** [AT&T] (A) Can SBC deny AT&T access to a manhole if SBC considers that man hole congested? (B) If AT&T is forced to use a handhole to access the congested manhole, should AT&T have access to only one of the three inner ducts SBC requires be placed in the core bore in the hand hole and how should the cost of the hand hole be allocated?	10.02 (a)	**10.02(a)** The Commission adopts the language proposed by AT&T. The Commission is persuaded that AT&T's proposed language provides SBC Texas with the viable option of (1) having AT&T bear the expense of the hand-hole and then monitor the use of the hand-hole in the event other parties need to use it; or (2) for SBC Texas to pay for the hand-hole itself. Since the newly placed manhole could benefit SBC Texas as well as CLECs, it is reasonable to offer SBC the options expressed above.
11	[AT&T] 11 [Birch/ionex] 11 [CLEC Coalition] 8 Identical	[SBC Texas] a) Should SBC be allowed to make a post-construction inspection to ensure network reliability and conformance? b) Which Party is responsible to pay the expense for the post-construction inspection? [AT&T] Should the ICA include post construction inspection language requiring AT&T to pay for SBC Texas' expenses associated with such activity?	16.03	**16.03** – The Commission adopts AT&T's position regarding this issue. The Commission agrees with AT&T that the SBC Texas' proposal unnecessarily drives up costs. It has submitted no evidence that such inspections are industry standard or necessary. SBC's proposal allows unlimited, unfettered inspections with potentially no useful benefit. There is no credible evidence that inspections of AT&T's post-construction work are necessary to protect "public safety." Nevertheless, AT&T has agreed to language that provides SBC assurances that its attachment to SBC's structure conforms to necessary standards. [Sullivan Direct at 40-41; AT&T Ex. 10; Sullivan Rebuttal at 24-25, AT&T Ex. 11]

243

244

28821- Resale -Jt. DPL-Final

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
1	[MCI] Issue 8 related	[MCI] Issue 8 related: **Should MCIm be permitted to aggregate traffic for multiple end user customers onto a single service?**	[MCI] 8 related: 4.11, 8.1, 8.2.6, 8.2.7	The Commission finds that the SBC Texas proposal that was agreed to with AT&T for the PLEXAR family of services is reasonable and non-discriminatory. The SBC Texas contract language removes the limitation on the aggregation of PLEXAR services allowing CLECs to aggregate PLEXAR customer traffic and receive volume discounts. The Commission adopts the SBC Texas contract language that was offered to MCI and agreed to by AT&T regarding PLEXAR services. The Commission finds the SBC Texas proposal for "Grandfathered" Centrex services is reasonable because the service restrictions apply equally to both SBC Texas retail customers and CLEC retail customers. Any existing discounts afforded the SBC Texas customer will also apply to the CLEC customer under the same terms and conditions of service. The Commission adopts the contract language proposed by SBC Texas for Centrex Services, Resale 8.1.
	[Birch/Ionex] Issue 1 (Resale – Appendix – Service & Pricing)	**SBC:** **Should language be included in the agreement where it is already addressed in a tariff and such language is applicable in both SBC TEXAS retail world and the CLEC wholesale world?** **Birch/ionex:** **Is it appropriate to delete the existing T2A language that outlines a CLEC's right to resell PLEXAR services?**	Resale-App.—Service & Pricing - §§ 2.1-2.7 [Birch/Ionex] issue 1 Service Pricing DPL) related: Sections 2.1 – 2.7 (existing T2A language) Section 2.1 (new	**RESOLVED**

245

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
			language proposed by SBC)	
4	[Birch/Ionex] 6 (Resale - Appendix -Services/ Pricing)	SBC Texas: **Should all of the payment language be in the same appendix?** Birch/ionex: **Is it appropriate to delete the existing language in the T2A that addresses unbillable ABS charges?**	Resale – App. – Services/Pricing - §§ 13.0, 13.1	This issue will be addressed with the other ABS issues in Track 2.
5	[Coalition] 4 (Manual Ordering DPL)	[Coalition] 4 (Manual Ordering DPL) **Should CLEC be authorized to have access to CPNI or must the customer first decide to change carriers before CLEC may access**	Att. 2, Sec. 2.2.1	**RESOLVED**

246

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
8	[MCI] 2	[MCI] 2 **May MCIm resell, to another Telecommunications Carrier, services purchased from Appendix Resale?**	[MCI] 2 1.3 **[MCIm]** 1.3	The Commission determines that a CLEC may only resell services purchased under the Resale Appendix to end users. The scenario of a CLEC reselling an ILEC's resale services to another CLEC circumvents the process of negotiating a contract to resell ILEC telecommunication services that the ILEC provides at retail to subscribers that are not telecommunications carriers. Therefore, CLECs may not resell to other telecommunications carriers, services purchased under the Appendix Resale. The Commission adopts the contract language proposed by SBC Texas.
12	[MCI] 6 **RESOLVED**	[MCI] 6 **Other than a Federal End User Common Line charge, what appropriate approved charges, as**	[MCI] 6 4.6	**RESOLVED**

247