V. Interconnection:[1]

Attached hereto is Appendix V.A. Detailed Language Decision Matrix, which is incorporated as if fully set forth herein.

A. Must CLECs interconnect with SBC Missouri "within" SBC Missouri's Network?

AT&T NA 2: Should the ICA preserve AT&T's right to interconnect with SBC Missouri in accordance with applicable law, rules and regulations?

SBC MO: (a) Should the ICA state that AT&T may interconnect with SBC Missouri at outside plant and customer premises when those terms are undefined?

AT&T NA 4: Should SBC be permitted to limit AT&T's right to interconnect at any technically feasible point?

SBC MO: (a) Should AT&T be required to interconnect on SBC's network?

AT&T NA 5: May AT&T establish one or more POIs anywhere in the LATA?

SBC MO: May AT&T's POI be located outside of SBC's incumbent territory?

MCIm NIM 14: Should SBC Missouri be permitted to limit methods of interconnection?

SBC MO: (a) Should MCIm be required to interconnect on SBC's network?

MCIm NIM 9: When is mutual agreement necessary for establishing the requested method of interconnection?

Charter NIM 1: There is no Issue Statement in the DPL.

SBC MO: (a) Should CLEC be required to interconnect with SBC-Missouri within SBC-Missouri's network?

Charter NIM 4: There is no Issue Statement in the DPL.

[1] Including Network Interconnection Architecture ("NIA"), Network Interconnection Methods ("NIM"), and Interconnection Trunking Requirements ("ITR").

SBC MO: (a) What type of trunk groups should be allowed over the Fiber Meet Point? (b) Should CLEC be required to interconnect with SBC-Missouri within SBC-Missouri's network?

CC/SBC MO NIA 10: (a) Should CLEC be required to interconnect on SBC Missouri's network?

CC NIM 1: Should CLECs be allowed to lease interconnection facilities from SBC at TELRIC prices?

CC NIM 2: Is a Mid Span Fiber Meet Point a technically feasible interconnection point on SBC's network where the parties may interconnect?

SBC MO: Should CLEC be required to interconnect with SBC-Missouri within SBC Missouri's network?

CC/SBC MO NIM 3: May a Fiber Meet Point be used for trunk groups other than Local Interconnection Trunk Group.

Sprint NIM 1: Is Sprint required to interconnect directly with an SBC end offices when the SBC end office subtends a third party tandem?

SBC MO: May Sprint's POI be located outside of SBC's incumbent territory?

Sprint/SBC MO NIM 2: Should Sprint be required to establish a POI on SBC's network?

Sprint ITR 5: May Sprint indirectly interconnect with SBC when an SBC end office does not subtend its own tandem and traffic volumes are small?

SBC MO: May Sprint's POI be located outside of SBC's incumbent territory?

AT&T/SBC MO NA 7: Should the Parties mutually agree to the method of obtaining interconnection or should AT&T be able to solely specify the method of interconnection?

AT&T/SBC NA 14: (b) Should SBC be required to provide transport between the AT&T switch and the SBC Missouri Access Tandem?

AT&T NA 8(a): (a) May AT&T use Interconnection Dedicated Transport, at a TELRIC rate, for interconnection trunking?
(b) May AT&T combine Interconnection Dedicated Transport with Special Access Facilities provided by SBC MISSOURI for the provision of Interconnection Trunking?

SBC MO: May AT&T arbitrate language relating to a non-251/252 product such as Entrance Facilities that was not voluntarily negotiated by the parties?

CC NIA 8: Should the interconnection agreement require SBC to interconnect with CLEC via a third party carrier and send traffic destined to CLEC through a third party transit provider?

Discussion:

Section 251(c)(2)(B) states that each ILEC has the duty to provide, "for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network. . . at any technically feasible point within the carrier's network." SBC Missouri takes the position that the Commission should require that CLECs interconnect at a SBC Missouri tandem and/or end office building. CLECs agree that their interconnection with SBC Missouri must be "within" SBC Missouri's network, but do not agree that they are limited to interconnecting at a tandem or end office.

SBC Missouri asserts that it is technically infeasible to interconnect at transmission facilities between end offices or other network facilities that are not tandem or end offices. If that is the case, then they may deny a request for interconnection at any such location because the law limits interconnection points to those that are technically feasible. However, it should be noted that 47 CFR Ch.1 §51.305(c) provides:

> Previous successful interconnection at a particular point in a network, using particular facilities, constitutes substantial evidence that interconnection is technically feasible at that point, or at substantially similar points, in networks employing substantially similar facilities. Adherence to the same interface or protocol standards shall constitute evidence of the substantial similarity of network facilities.

Furthermore, SBC Missouri notes that the FCC has expressly defined the ILEC's network to be "only those transmission facilities within an incumbent LEC's transport

network, that is, the transmission facilities between incumbent LEC switches." This language clearly seems to include all points on the transmission facilities between tandem and end offices. Therefore, SBC Missouri will not be permitted to specify that points of interconnection be limited to tandem and end offices.

It is also clear from reading §251(c)(2)(B) that the point of interconnection must be within SBC Missouri's network. SBC Missouri is correct in its assertion that any point "within its geographic service territory" is not synonymous with "within its network." CLECs must interconnect with SBC Missouri at some point on SBC Missouri's network.

SBC Missouri argues that entrance facilities (dedicated facilities that connect a CLEC to SBC Missouri's wire centers) are not transmission facilities within SBC Missouri's network, and that CLECs cannot compel SBC Missouri to interconnect with them at those locations. Although the FCC found in the TRO that entrance facilities were not part of the incumbent LEC's local network, rather they existed outside the incumbent LEC local network, that finding was overturned by the *USTA II* court. The FCC notes in the TRRO that "the court found that we erred in excluding these facilities from the definition of dedicated transport for the purposes of implementing the section 251 unbundling obligation. The court noted, moreover that '[i]f entrance facilities are correctly identified as 'network elements,' an analysis of impairment would necessarily follow.'" (359 F.3d at 585-6; TRRO para. 136) The FCC subsequently found that CLECs were not impaired without access to entrance facilities as UNEs, but has not asserted that they are outside the incumbent LEC's network.

The FCC noted that the choice of POI location offered competing advantages and disadvantages: locating near another CLEC's switch maximizes the ability to share

costs and aggregate traffic, or locating near the ILEC's switch, to minimize the cost of entrance facilities. It also found that CLECs were not impaired without unbundled access to entrance facilities. However, it specifically noted that "in addition [,] our finding of non-impairment with respect to entrance facilities does not alter the right of competitive LECs to obtain interconnection facilities pursuant to section251(c)(2) for the transmission and routing of telephone exchange service and exchange access service. Thus, competitive LECs will have access to these facilities at cost-based rates to the extent that they require them to interconnect with the incumbent LEC's network." (TRRO para.140)

Finally, pursuant to 47 USC 251(a)(1), an ILEC has a duty to indirectly interconnect with a CLEC that chooses such method of interconnection. In the TRRO, the FCC repeatedly supports its findings of non-impairment with the existence of alternative, competitive or wholesale providers. Specifically, in its discussion of entrance facilities, the FCC notes the availability of alternate providers. If ILECs are able to use the existence of alternate providers to obviate unbundling requirements, then it only makes sense to allow CLECs to make use of them. To allow indirect interconnection does not bring in a third party to this agreement; the agreement remains between SBC Missouri and the CLEC that chooses to indirectly interconnect. There is simply no point of direct interconnection at which facilities of SBC Missouri physically touch the facilities of the CLEC. If the alternative provider exists and has sufficient capacity to accommodate the CLECs anticipated needs, it would be unreasonable to require the CLEC to acquire a dedicated facility for interconnection or transport.

Decision:

CLECs may interconnect at any technically feasible point on SBC Missouri's network. That network includes all facilities of SBC Missouri, including entrance facilities and outside plant. SBC Missouri may not preclude a CLEC from interconnection at a customer's premises as long as the interconnection arrangement is acceptable to the customer and is technically feasible.

A POI may be located outside of SBC Missouri's incumbent service area, but every interconnection must occur at a point within SBC Missouri's network. A CLEC may not choose a place within SBC Missouri's service territory where no facilities exist and SBC Missouri may not limit interconnection to its incumbent service territory when it has facilities extending beyond that territory.

A CLEC may designate a single POI per LATA, and may interconnect with SBC Missouri's network in any manner it chooses, subject to SBC Missouri's refusal by establishing that the choice of POI location or method of interconnection (for example, fiber mid-point) is technically infeasible.

A CLEC may choose to indirectly interconnect with SBC Missouri by using the facilities of another carrier. Such indirect interconnection does not release the CLEC from any of the obligations to which it is held under the agreement.

B. Additional POIs Once Traffic Exceeds 24 DS1s

1. AT&T NA 4
Charter ITR 2
Charter ITR 3
Charter NIM 1(c)
CC/SBC MO NIA 9
MCIm NIM 12(a)

AT&T NA 4: Should SBC be permitted to limit AT&T's right to interconnect at any technically feasible point?

SBC MO: (b) Should AT&T interconnect at more than one POI per LATA once traffic exceeds a 24 DS1 threshold?

Charter ITR 2: There is no Issue Statement in the DPL.

SBC MO: (a) Should this appendix ITR contain terms and conditions regarding the establishment of additional POIs?

Charter ITR 3: There is no Issue Statement in the DPL.

SBC MO: (a) Should this appendix ITR contain terms and conditions regarding the establishment of additional POIs?

Charter NIM 1(c): There is no Issue Statement in the DPL.

SBC MO: (c) When CLEC selects a single POI, should this appendix contain language detailing the need for CLEC to establish additional POIs when CLEC reaches the appropriate threshold of traffic?

CC/SBC MO NIA 9: Should the Parties establish additional POIs when traffic levels through the existing POI exceed 24 DS1s at peak?

MCIm NIM 12(a): There is no Issue Statement in the DPL.

SBC MO: (a) When MCIm selects a single POI, should this attachment contain language detailing the need for MCIm to establish additional POIs when MCIm reaches the appropriate threshold of traffic?

Discussion:

SBC Missouri proposes language that would require an additional POI when traffic to or from an SBC Missouri tandem service area or to or from an end office area not served by an SBC Missouri tandem for 251(b)(5) and intraLATA toll traffic exceeds 24 DS1s at peak over three consecutive months. The CLECs oppose this language, asserting that they are permitted to have only one POI per LATA and that SBC Missouri may not set an arbitrary limit on the amount of traffic that may pass through the

CLEC's POI. SBC Missouri counters that the limit is not arbitrary, but necessary for maintaining network integrity.

The standard for interconnection under federal law is that the CLEC may interconnect at any technically feasible point within the incumbent LEC's network. A CLEC may choose to limits its points of interconnection to one in a given LATA. However, SBC Missouri raises valid concerns about the continued feasibility of maintenance of a single POI when increasing traffic demands threaten network integrity.

Decision:

SBC Missouri may require an additional POI in a LATA when it can establish that the CLEC's use of a single POI is no longer technically feasible.

C. POP Hotels, Condominiums and Intra-Building Locations

1. AT&T/SBC MO NA 9

AT&T/SBC MO NA 9: In central office buildings where both parties have a presence, may AT&T use intra-building cable for interconnection?

Discussion:

SBC Missouri asserts that AT&T's proposed language would allow AT&T to require interconnection at locations beyond SBC Missouri's network. SBC also takes exception to AT&T language that, literally applied, could threaten the structural integrity of buildings in which the facilities are located. Further, SBC Missouri raises issues concerning the viability of use of coaxial cable for intrabuilding interconnection.

Decision:

Once again, AT&T may interconnect at any point on SBC Missouri's network in any technically feasible way. If the proposed POI is not within SBC Missouri's network,

SBC may refuse to interconnect at that point. Likewise, if use of the shortest route for interconnection or coaxial cable is technically infeasible, then SBC may refuse to interconnect in that manner. Violation of reasonable safety standards, impartially and fairly applied, may be sufficient to establish that a proposed method of interconnection is not technically feasible.

D. Responsibility for Facilities on Either Side of the POI

1. Charter NIM 1
Sprint/SBC MO ITR 6
Sprint ITR 3(c)
Sprint NIM 5
CC NIA 10
CC/SBC MO NIA 11(b)

Charter NIM 1: There is no Issue Statement in the DPL.

SBC MO: (b) Should each party be financially responsible for the facilities on its side of the POI?

Sprint/SBC MO ITR 6: Should each party be financially responsible for the facilities on its side of the POI?

Sprint ITR 3(c): There is no Issue Statement in the DPL.

SBC MO: (c) Should the cost of the interconnection facilities that connect the SBC and Sprint networks be:
(a) shared by SBC and Sprint,
-- OR ---
(b) be the financial responsibility of Sprint?

Sprint NIM 5: Should the parties share the cost of the interconnection facilities that connect the SBC and Sprint networks be:
(a) shared by SBC and Sprint,
-- OR ---
(b) be the financial responsibility of Sprint?

SBC MO: Should Sprint be financially responsible for interconnection facilities on its side of the point of interconnection?

CC NIA 10: (b) Xspedius: Should each party be financially responsible for the transport of its traffic from the POI to the other party's switch?

SBC MO: (a) Should CLEC be required to interconnect on SBC Missouri's network?

CC/SBC MO NIA 11(b): (b) Should CLEC be financially responsible for interconnection facilities on its side of the point of interconnection?

Discussion:

SBC Missouri notes that it should be self-evident that each party should be solely responsible for its facilities on its side of the POI. As noted above, the FCC found that placement of a POI carries distinct advantages and disadvantages. To establish some other division of financial responsibility may skew those decisions and lead to economically unsound choices. The Commission has previously approved interconnection agreements wherein the two parties have agreed that each party is financially responsible for facilities on its side of the POI. It is a fairly common provision and widely perceived to be fair.

However, a party to the agreement may require the other party to deliver traffic through the POI to the nearest tandem office to that POI. If such an arrangement is reciprocal, requiring both Parties to deliver traffic through to the other Party's POI, then such an arrangement would not be unfair or discriminatory.

Decision:

Each Party is financially responsible for facilities on its side of the POI. A Party that agrees to carry traffic that originated on or transited its network to the terminating carrier's nearest tandem may require the other Party to reciprocate. Any language pertaining to reciprocal compensation will be addressed in that portion of the agreement.

E. Direct End Office Trunking ("DEOT")

1. AT&T SBC MO NA 12
CC OE 5

AT&T/SBC MO NA 12: Should AT&T be required to establish direct end office trunk groups if the traffic exchanged between the parties to a SBC Missouri end office exceeds one DS1 for a period of one month, with traffic adjusted for anomalies?

CC OE 5: Should a CLEC be required to [establish] direct end office trunks once OE LEC Traffic exceeds one DS1 (or 24 DS0s) to or from an SBC Missouri end office?

Discussion:

SBC Missouri proposes that direct end office trunks ("DEOTs") should be established if requested by SBC Missouri and if the traffic exchanged between the parties to a SBC Missouri end office exceeds one DS1 for a period of one month. The Commission has recently adopted 4 CSR 240-29.050(1) (effective July 30, 2005), which provides as follows:

> At its discretion, a terminating carrier may elect to establish separate trunk groups for IXC and LEC-to-LEC traffic. Terminating tandem carriers shall work cooperatively with, and abide by requests of, terminating carriers to establish separate trunking arrangements for IXC and LEC-to-LEC traffic occurring between a terminating tandem carrier and a terminating end office.

Decision:

SBC Missouri or the CLECs may require separate trunk groups as provided by the Commission's rule, at the sole discretion of the terminating carrier. Where traffic is reciprocal, neither carrier may require separate trunk groups, but the parties may mutually agree upon the establishment of separate trunk groups.

F. Ancillary Trunks (Mass Calling, OS, DA, 911 and Meet Point Trunks)

1. CC/SBC MO ITR 6
MCIm NIM 11
MCIm NIM 20
MCIm/SBC MO NIM 21
MCIm/SBC MO NIM 22
Charter NIM 3

CC/SBC MO ITR 6: Should CLEC be required to establish a segregated trunk group for mass calling?

MCIm NIM 11: Are OS/DA, 911, mass calling and meet-point-trunk-group facilities within the scope of 251(c)(2) interconnection obligations?

SBC MO: Should MCIm be solely responsible for the facilities that carry OS/DA, 911, mass calling and Meet-Point trunk groups?

MCIm NIM 20: Should facilities used for 911 interconnection be priced at TELRIC rates?

SBC MO: Should a non 251/252 facility such as 911 interconnection trunk groups be negotiated separately?

MCIm/SBC MO NIM 21: What should the point of interconnection for 911 be?

MCIm/SBC MO NIM 22: What terms and conditions should apply for inward operator assistance interconnection?

Charter NIM 3: There is no Issue Statement in the DPL.

SBC MO: Should CLEC be solely responsible for the facilities that carry OS/DA, E911, Mass Calling and Meet Point trunk groups?

2. AT&T/SBC NA 17

AT&T/SBC NA 17: Should AT&T be required to establish a segregated trunk group for mass calling for less than 2500 access lines?

Discussion:

SBC Missouri proposes that the CLECs be required to establish trunk groups for the various types of traffic described above. With respect to the mass calling trunk

group, SBC Missouri asserts that a "choke trunk" be used. CLECs oppose both these requirements. They note that SBC has required CLECs to separate traffic over different facilities in order to separate trunk groups, which they assert is inefficient and costly. CLECs believe that "call gapping" is a more cost-effective alternative to choke trunks and should be permitted as an alternative thereto.

Decision:

To the extent that 4 CSR 240-29.050(1) does not apply, then SBC Missouri may only require separate trunk groups to the extent that they be provided over the same facility the combined traffic uses. Although CLECs may use call gapping to control mass calling, it does not appear to be adequate to ensure network operability; SBC Missouri may require a segregated trunk to the designated Public Response Choke network tandem.

3. Charter ITR 6

Charter ITR 6: There is no Issue Statement in the DPL.

SBC MO: Should Charter Fiberlink be required to trunk to every 911 Tandem in each Local Exchange Area in which it Offers Service?

Discussion:

Although a CLEC has facilities in place between its switch and its POI with SBC Missouri, it still should establish facilities between that POI and the appropriate Public Service Answering Point. Almost without exception, PSAPs require that calls to them be on a separate trunk group. Each carrier is responsible for reaching each PSAP with that trunk. Whether it uses leased, third-party facilities, its own facilities, leased direct transport or places calls through SBC Missouri's selective router, each carrier bears the

financial responsibility for that connection. To the extent that CLECs use SBC Missouri facilities to reach a PSAP, the point of interconnection with those facilities must be at SBC Missouri's selective router.

A CLEC is required to trunk to every 911 Tandem in each Local Exchange Area in which the CLEC offers service. E911 is a critical service that saves many lives. SBC Missouri asserts that requiring such trunking is necessary to minimize misrouting of E911 calls to the wrong PSAP. This trunking arrangement is in the present agreement and appears to be functioning well, without an inordinate financial burden to CLECs.

Decision:

SBC Missouri may require a segregated trunk group to each appropriate E911 tandem within an exchange in which the CLEC offers exchange service. To the extent that CLECs use SBC Missouri facilities to reach a PSAP, the point of interconnection with those facilities must be at SBC Missouri's selective router.

4. AT&T/SBC MO NA 14(c)
CC/SBC MO NIM 3

AT&T/SBC NA 14(c): (c) Should AT&T be solely responsible for the Meet Point Trunk Groups and the facilities used to carry them?

CC/SBC MO NIM 3: May a Fiber Meet Point be used for trunk groups other than Local Interconnection Trunk Group?

Discussion:

Having already determined that points of interconnection are not limited to tandem and end offices, but at any technically feasible point on SBC Missouri's network, SBC Missouri may not so limit fiber meet points. To the extent that a given facility or

portion thereof is dedicated to the use of a given carrier, then that carrier should pay for it.

Decision:

SBC Missouri may not require AT&T to establish trunk groups to every SBC Missouri access tandem. To the extent that 4 CSR 240-29.050(1), effective July 30, 2005, applies to the choice of trunking by the terminating carrier, it controls.

G. Leased Facilities

1. CC NIA 11(a)
CC NIM 1
Charter NIM 6
MCIm NIM 13

CC NIA 11(a): There is no Issue Statement in the DPL.

SBC MO: Should a non-251(b) or (c) service such as leased facilities be arbitrated in a Section 252 arbitration proceeding?

CC NIM 1: Should CLECs be allowed to lease interconnection facilities from SBC at TELRIC prices?

SBC MO: Should a non-251/252 service such as Leased Facilities be included in this agreement?

Charter NIM 6 : There is no Issue Statement in the DPL.

SBC MO: Should a non-section 251/252 service such as Leased Facilities be arbitrated in this section 251/252 proceeding?

MCI NIM 13: Should facilities used for 251(c)(2) interconnection be priced at TELRIC rates?

SBC MO: Should a non-section 251/252 service such as Leased Facilities be arbitrated in this section 251/252 proceeding?

Discussion:

As noted above, the FCC stated in the TRRO that "our finding of non-impairment with respect to entrance facilities does not alter the right of competitive LECs to obtain

interconnection facilities pursuant to section251(c)(2) for the transmission and routing of telephone exchange service and exchange access service. Thus, competitive LECs will have access to these facilities at cost-based rates to the extent that they require them to interconnect with the incumbent LEC's network."

Decision:

As noted above, entrance facilities are part of SBC Missouri's network. To the extent CLECs desire to obtain interconnection facilities described above, they may do so at cost-based (TELRIC) rates.

2. CC NIM 4

CC NIM 4: Xspedius: If SBC leases facilities from third parties, should it be financially responsible for them?

SBC MO: Should this agreement contain language that references SBC's leasing of facilities from third parties?

Discussion:

It seems clear under plain contract law that SBC Missouri is responsible for paying for and properly using any facilities it leases from third parties. Interconnection agreements are complex enough without restating common law on issues over which the parties have raised no substantive dispute.

Decision:

The requested language will not be included.

H. SS7 Issues

1. MCIm SS7 1

MCIm SS7 1: Under what circumstances should SBC Missouri be required to provide SS7 signaling to MCIm?

Discussion:

As was discussed more fully in the section on Unbundled Network Elements, although FCC made clear that unbundled switching offered pursuant to section 251(c)(3) will no longer be available after March 11, 2006, section 271 unbundled switching obligations will still apply. Section 271(c)(2)(B)(x) requires the ILEC to provide nondiscriminatory access to databases and associated signaling necessary for call routing and completion, which includes SS7.

Decision:

SBC Missouri is required to continue to offer SS7 to carriers on an unbundled basis after March 11, 2006, but is not required to offer it at TELRIC rates.

2. Charter ITR 5(b)

Charter ITR 5(b): There is no Issue Statement in the DPL.

SBC MO: (b) Should the originating SS7 signaling information be provided by the CLEC?

Discussion:

To the extent that a CLEC is required to provide all SS7 signaling information, SBC Missouri should have a mutual obligation to send this same information to the CLEC. The Commission Enhanced Record Exchange Rules, effective July 30, 2005, require carriers to pass along such information as may be necessary for the terminating carrier to identify and bill for calls it terminates. **Decision:**

To the extent any carrier delivers traffic subject to 4 CSR 240-29.010 et seq., SS7 information must be passed to the receiving carrier. Any obligation to pass SS7 information in situations in which those rules do not apply must be reciprocal.

I. Separate Trunking For IXC Traffic

1. AT&T IC 6e
AT&T NIA 10
CC (Xspedius) ITR 3
Sprint ITR 3
WilTel IC 4
WilTel ITR 3b

AT&T/SBC MO IC 6e: Should Interconnection Trunk Groups carry only Section 251(b)(5)/intraLATA and ISP-bound traffic?

AT&T NIA 10: Should interconnection trunks carry all 251(b)(5) traffic, including ISP-bound and transit traffic, as well as intraLATA exchange traffic.

SBC MO: Should Local Interconnection Trunk Groups carry only Section 251(b)(5)/intraLATA toll traffic?

CC (XSPEDIUS) ITR 3(a): Should CLECs be able to combine local and access traffic on the same end office trunk groups?

SBC MO ITR 3 (a) Should CLECs be able to combine InterLATA Toll Traffic on the same trunks with Section 251(b)(5), ISP-bound and IntraLATA Toll Traffic?

Sprint/SBC MO ITR 3(a): May Sprint combine originating 251(b)(5) traffic, intraLATA toll traffic and interLATA toll traffic on the same trunk groups?

WilTel/SBC MO IC 4 Should interconnection trunk groups only carry Section 251(b)(5)/intraLATA and ISP-bound traffic?

WilTel ITR 3b: Should SBC require WilTel to route IP-Enabled calls over separate facilities?

Discussion:

SBC Missouri's asserts that language restricting interconnection trunk groups to the carriage of only Section 251(b)(5), intraLATA and ISP-bound traffic is necessary because the separation of various types of traffic onto separate trunk groups is necessary for the proper identification of traffic and the creation of records required by the Commission's Enhanced Records Exchange Rule. These records, which SBC Missouri is able to create now because IXC traffic is carried on separate trunk groups, enables SBC Missouri and the carriers' subtending its tandems (other LECs and CLECs) to bill the originating responsible party for the termination of their traffic.

To the extent that this separate trunking requirement is not required pursuant to the Commission's rule, SBC Missouri may not limit the types of traffic that flow over interconnection facilities. FCC rules (§51.305(b)) provide that a carrier who requests interconnection solely for the purpose of originating or terminating interexchange traffic is not entitled to such interconnection. This implies that if the interconnection facilities are used for other traffic, as well as interexchange traffic, that the carrier is entitled to such interconnection.

Decision:

As noted above, the Commission's rules require originating and transiting carriers to deliver certain traffic over separate trunks. To the extent that the traffic is being terminated to SBC Missouri, SBC Missouri may dictate that it be delivered over separate trunk groups.

Except as necessary to comply with the Commission's rules, SBC Missouri may not limit the types of traffic that pass over interconnection facilities or require that the traffic be routed or separated in a given way.

2. AT&T IC 7
AT&T NIA 15
MCI NIM 15
MCI NIM 28b

AT&T IC 7: When enhanced and IP enabled traffic is commingled with other traffic, should the parties rely on factors for billing purposes rather than CPN?

SBC MO: Should AT&T be required to use toll connecting trunks to deliver interLATA traffic?

AT&T NIA 15: (a) May AT&T combine originating Section 251(b)(5) traffic, intraLATA exchange access with intraLATA exchange access traffic on Feature Group D exchange trunks AT&T obtains from SBC Missouri?

(b) If AT&T is permitted to combine Section 251(b)(5) traffic, intraLATA exchange access traffic and interLATA exchange access traffic, will the parties utilize factors to determine proper billing?

MCIm NIM 15: If MCIm provides SBC MISSOURI with the jurisdictional factors required to rate traffic, should MCIm be permitted to combine InterLATA traffic on the same trunk groups that carry Local and IntraLATA traffic?

MCIm NIM 28b: Is it appropriate for the parties to agree on procedures to handle interexchange circuit switched traffic that is delivered over local interconnection groups so that the terminating party may receive proper compensation?

SBC MO 15: (a) 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?

(b) Should the agreement include procedures for handling 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 who originated and/or dialed a call in the Internet Protocol format

and transmitted to the switch of a provider of voice communication applications or services when such switch utilizes Internet Protocol?

SBC MO NIM 28: (a) What is the proper routing, treatment and compensation for Switched Access Traffic including, without limitation, any PSTN-IP-PSTN Traffic and IP-PSTN Traffic?

(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?

Discussion:

A portion of the language pertains to AT&T's proposal that would allow it to combine IP-PSTN interLATA traffic on the same trunks as local traffic and base intercompany billing on "factors" rather than billing based on calling party number. This section concerning interconnection does not relate to intercompany compensation. Issues concerning intercompany compensation are dealt with in Section Six. Another portion pertains to the requirements for maintaining separate trunk groups and passing along call identification information to ensure the proper billing and payment for calls, as has been fully discussed above.

Decision:

To the extent any carrier delivers traffic subject to 4 CSR 240-29.010 et seq., effective July 30, 2005, calling party information must be passed to the receiving carrier, regardless of the protocol used to originate, carry or complete the call. In addition, those rules require originating and transiting carriers to deliver certain traffic over separate trunks when requested to by a telecommunications company who provides call completion on the LEC-to-LEC Network as defined in 4 CSR 240-29.010(18).

3. AT&T IC 1d
AT&T IC 6c

AT&T (SBC) IC 1d: Is it appropriate for the Parties to agree on procedures to handle Switched Access Traffic that is delivered over Local Interconnection Trunk Groups so that the terminating party may receive proper compensation?

SBC MO: Should a party use commercially reasonable efforts to prohibit the use of local exchange services for the purpose of delivering interexchange traffic?

AT&T/SBC MO IC 6c: Should a Party use commercially reasonable efforts to prohibit the use of its local exchange Services for the purpose of delivering interexchange traffic?

Discussion:

As noted above, SBC Missouri, pursuant to §51.305(b), does not have the authority to preclude carriers from using interconnection facilities for interexchange traffic, as long as the facilities are not used solely for the origination an/or termination of interexchange traffic. However, the Commission is concerned that appropriate calling party identifiers be passed with the underlying call to ensure that the terminating carrier can appropriately bill the call, including the assessment of appropriate access charges.

Decision:

SBC Missouri may not preclude carriers from combining types of traffic on interconnection facilities. SBC Missouri, and any other carrier, may require originating and transiting carriers to pass sufficient identifying information and that it may, in turn, pass that information to the carriers subtending its tandems in compliance with the Commission's new Enhanced Record Exchange Rules 4 CSR 240-29.010 et seq. that become effective July 30, 2005.

J. Two-Way Trunking

1. MCIm NIM 16
CC NIA 3
CC NIA 4
CC NIA 5
CC ITR 2
Charter ITR 2(a)
CC/SBC MO NIA 13

MCIm NIM 16: Should MCIm's language regarding embedded based one-way trunk groups be included in Appendix NIM of the Agreement?

SBC MO: If the ICA requires two-way trunking, should the current one-way architecture be grandfathered or should the parties be required to transition to two-way trunks.

CC NIA 3: Xspedius: Should SBC's proposed definition include a reference to one-way trunks if SBC's language is approved?

SBC MO: Should CLECs be allowed to combine interLATA traffic on the same trunk groups with Section 251(b)(5), ISP Bound and IntraLATA Toll Traffic?

CC NIA 4: Xspedius: Does the CLEC have the right to utilize one-way trunking?

SBC MO: Should the parties utilize two-way trunking or should CLEC have the right to unilaterally decide whether to use one-way or two-way trunking?

CC NIA 5: Xspedius: Does the CLEC have the right to utilize one-way trunking?

CC ITR 2: Xspedius: Does the CLEC have the right to utilize one-way trunking?

SBC MO: Should the parties utilize two-way trunking or should CLEC have the right to unilaterally decide whether to use one-way or two-way trunking?

Charter ITR 2(a): There is no Issue Statement in the DPL.

SBC MO: Should the parties utilize two-way trunking or should CLEC have the right to unilaterally decide whether to use one-way or two-way trunking?

CC/SBC MO NIA 13: What terms and conditions should apply to the transition of existing interconnection arrangements, if any, to the network architecture described in this agreement?

Discussion:

SBC Missouri cites §51.305(f), which requires that, "[i]f technically feasible, an incumbent LEC shall provide two-way trunking upon request." SBC Missouri asserts that technical feasibility incorporates considerations such as ensuring network reliability and security, and ensuring an ILEC's ability to retain responsibility for the management, control, and performance of its own network. This is not a proper construction of technical feasibility; moreover, the FCC has particularly stated, as noted above, that previous successful interconnection constitutes substantial evidence of technical feasibility. While two-way trunking may be more efficient, efficiency is not the standard the FCC has set. Finally, it is important to give the words "upon request" their natural meaning. Presumably, the FCC could have said, "ILECs may require two-way trunking when the exigencies of network efficiency require it to do so." As it did not, one can only assume that "upon request" means "when the CLEC asks for it."

Decision:

SBC Missouri may not require a CLEC to migrate from one-way trunking to two-way trunking unless they consent to doing so.

K. Establishing Interconnection Trunks

1. AT&T/SBC MO NA 11
MCIm NIM 12
MCIm NIM 18
Sprint ITR 3
Charter ITR 1(a)
Charter NIM 5(a)
WilTel ITR 1(b)
WilTel ITR 2(b)
WilTel ITR 1(c), 2(c)
AT&T/SBC MO NA 13

AT&T/SBC MO NA 11: Should AT&T be required to establish local interconnection trunks to every local calling area in which AT&T offers service?

MCIm NIM 12: Should the Agreement include language reflecting the well-established legal principle that MCIm be entitled to interconnect at a single POI per LATA?

SBC MO: (b) Should MCIm be required to trunk to every Local Calling Area in which it Offers Service?

MCIm NIM 18: Should MCIm be required to establish interconnection trunk groups to every SBC local Tandem?

SBC MO: Should MCIm be required to trunk to every Local Calling Area in which it Offers Service?

Sprint ITR 3: There is no Issue Statement in the DPL.

SBC MO: (d) Should Sprint be required to provide trunking to:
(a) each local exchange -- or --
(b) each LATA?

Charter ITR 1(a): There is no Issue Statement in the DPL.

SBC MO: (a) Should CLEC be required to establish local interconnection trunks to every local calling area in which CLEC offers service?

Charter NIM 5(a): There is no Issue Statement in the DPL.

SBC MO: Should CLEC be required to trunk to every local exchange area in which it offers service?

WilTel ITR 1(b): Should WilTel be required to provide Local Only Trunk Groups to each SBC Missouri Local Only Tandem in each local exchange area in which it Offers Service? [denominated as (b) by WilTel]

SBC MO 1(c): Should WilTel be required to provide Local Only Trunk Groups to each SBC Missouri Local Only Tandem in each local exchange area in which it Offers Service? [denominated as (c) by SBC Missouri]

WilTel ITR 2(b): Should WilTel be required to provide Local Only Trunk Groups to each SBC Missouri Local Only Tandem in each local exchange area in which it Offers Service? [denominated as (b) by WilTel]

SBC MO: Should WilTel be required to provide trunking to each SBC Tandem and/or End Office not served by an SBC Local Tandem in each local exchange area in which it Offers Service?

WilTel ITR 1(c), 2(c): Should WilTel be required to place a switch in every local calling area? [denominated as (c) by WilTel]

SBC MO 1(d), 2(c): Should WilTel's term "POP" or SBC's term "switch" be used in this appendix?

AT&T/SBC MO NA 13: Should AT&T be required to establish a two-way IntraLATA toll trunk group to the SBC Missouri Access Tandem, when SBC Missouri has a separate local Tandem and Access Tandem in the same local exchange area?

Discussion:

SBC Missouri proposes that a CLEC must establish trunks to the local calling areas where the CLEC has opened an NPA-NXX, ports a number to serve an end user, or pools a block of numbers to serve end users. SBC Missouri asserts that its proposal allows for the most efficient use of finite but valuable network resources because it would enable SBC Missouri to limit or at least slow tandem exhaust. CLECs argue that requiring trunks to every local calling area where they serve end users would violate their right to a single POI per LATA.

Decision:

As discussed above, SBC Missouri may not require two-way trunking against the wishes of the CLEC. Also noted above, SBC Missouri may have the ability, pursuant to the Commission's rules that become effective July 30,2005, to require separate trunking for traffic that terminates to it.

L. Trunk Ordering (Intervals/Expedites/Use of ASR)

1. MCIm/SBC MO NIM 25
CC/SBC MO ITR 9
Charter ITR 7

MCIm/SBC MO NIM 25: Should SBC Missouri be required to provision trunk augments within 30 days?

CC/SBC MO ITR 9: Should the ICA contain provisioning intervals?

Charter ITR 7: There is no Issue Statement in the DPL.

SBC MO: When a Joint Planning Discussion is necessary, should SBC be required to process ASRs prior to such discussion?

Discussion:

The CLECs propose that SBC Missouri be required to fill their requests for additional trunk group within a specified period of time. SBC Missouri counters that the proposals fail to provide any exception or accommodation in instances where orders for large quantities of trunks are involved or there are no trunk ports available at the tandem or end office where the trunk group is being established or augmented, or where there is otherwise a lack of facilities, which is undisputed. However, the CLECs note that the timeframes SBC Missouri uses are set out in the "CLEC Handbook," a proprietary SBC Missouri document over which SBC Missouri has total control, including the ability to unilaterally amend. The CLECs argue that, if they are to have any assurance, it must be contained in the interconnection agreement. However, the CLECs cited no specific instances of an unreasonable provisioning delay.

The CLECs are not utterly without recourse. This Commission has established performance measures, and the CLECs may at any time bring a complaint before it.

Having, however, no evidence showing that SBC Missouri has abused its ability to unilaterally change the CLEC Handbook, we will not assume it.

Decision:

The provisioning intervals, vague or specific, set forth in SBC Missouri's CLEC Handbook are sufficient for new or altered trunks.

2. CC/SBC MO ITR 10

CC/SBC MO ITR 10: Should SBC be required to expedite any and all orders from CLEC or only those concerning a blocking situation?

Discussion:

The CLECs propose to require SBC Missouri to expedite orders from CLEC not only in a blocking situation but also when the CLEC determines that "blocking is likely." SBC Missouri responds that it already "works with CLECs to eliminate legitimate call blocking scenarios for a CLEC when customer service is an issue" and that "when either Party requests an expedited order, every effort will be made to accommodate the request."

Decision:

SBC Missouri is not required to add likely blocking to existing blocking for required expedited treatment.

3. Charter ITR 2

Charter ITR 2: There is no Issue Statement in the DPL.

SBC MO: (a) Should the parties utilize two-way trunking or should CLEC have the right to unilaterally decide whether to use one-way or two-way trunking?

This issue was discussed and decided above.

4. Charter/SBC MO ITR 5

Charter/SBC MO ITR 5: (a) Should CLEC be responsible to issue ASRs for Meet Point Trunk Groups?

Discussion:

The use of ASRs to initiate service implementation is both standard and reasonable. There has been no evidence that the additional specificity is needed to address a specific problem.

Decision:

The ten-day engineering review window will not be required.

M. Trunk Utilization, Resizing and Forecasting; Information Requirements

1. MCIm/SBC MO NIM 23
CC/SBC/MO ITR 7

MCIm/SBC MO NIM 23: Should trunk forecasts include trunk quantities for all trunking required in this Appendix NIM/ITR?

CC/SBC MO ITR 7: Should the agreement require yearly forecasted trunk quantities for all trunk groups referenced in the agreement?

Discussion:

SBC Missouri's proposed language applies to "all trunk groups referenced in [the] appendix" and requests an estimate of the number of trunks CLECs expect to have in service during each of the next two years (but only for the trunk groups that carry traffic to and from SBC Missouri's network) in order to prepare a General Trunk Forecast to

estimate and budget for network resources needed in future years. The language SBC Missouri proposes for forecasting appears to be reasonable and industry standard. The greater specificity sought by MCI is not demonstrably necessary.

Decision:

SBC Missouri's language concerning trunk forecasting will be used.

2. MCIm/SBC MO NIM 24

MCIm/SBC MO NIM 24: For trunk blocking and/or utilization, what is the appropriate methodology for measuring trunk traffic?

Discussion:

MCIm proposes "weekly peak busy hour average" instead of SBC Missouri's "monthly average basis" method to determine a trunk group level of utilization. SBC Missouri uses its methodology to determine its own trunk requirements. SBC Missouri's method appears to yield more accurate results.

Decision:

Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

3. CC/SBC MO ITR 11

CC ITR 11: Should the agreement use references to TGSRs that are similar to SBC's 13-State agreement? (Falvey Direct at 26-27).

CC/SBC MO ITR 11: [Xspedius only] Should the ICA [contain] contradictory language regarding the issuance of TGSRs and ASRs?

Discussion and Decision:

This argument appears to involve semantics: should the interface the CLEC uses to initiate changes to its trunk configuration be called an Additional Service Request or a Trunk Group Service Request? As there appears to be no substantive difference, other than the inclusion of a ten-day time frame as discussed in the ASR section above, there seems to be no reason to alter the existing language. Moreover, the TGSR language may conflict with other provisions of the agreement.

4. CC/SBC MO ITR 8

CC/SBC MO ITR 8: Should SBC be required to note "service affecting" on TGSRs?

Discussion:

SBC Missouri's asserts that it only sends TGSRs in a service affecting situation. The CLEC Coalition asserts that TGSRs are also sent to disconnect excess trunking. SBC Missouri counters that CLECs need only promptly review each TGSR as it is received to determine whether it is service affecting, while the CLECs maintain that the ones they most care about are the ones that may cut off service to customers and the additional notice will assist them in averting system outages.

Decision:

SBC Missouri will be required to note "service affecting" on its TGSRs.

5. Charter NIM 5

Charter NIM 5: There is no Issue Statement in the DPL.

SBC MO: (b) Should CLEC provide information needed to establish interconnection for the mutual exchange of traffic?

Discussion:

Charter seeks to limit the information SBC Missouri may elicit from it to only information about the CLEC's network that SBC Missouri reasonably requires to effectuate interconnection. SBC Missouri responds that Section 4.1 only obligates the CLEC to provide information about "CLEC's network" and that it only obligates the CLEC to provide information that SBC Missouri "reasonably requires" in the first place.

Decision:

CLECs are required only to provide information about their own network that is reasonably necessary to effectuate interconnection.

N. Definitions

1. AT&T NA 1

AT&T NA 1: Should Attachment 11 include definitions of terms used in SBC Missouri's proposed language? If so, are SBC Missouri's proposed definitions appropriate?

Discussion:

The definitions contained in this attachment are, in some places, inconsistent with the decisions in this matter and set forth above. Moreover, there seems to be a great deal of dispute about them, and there seems no reason to define terms differently in different places in the agreement. Definitions must all be found in one place in the agreement, if those terms are used in places other than this Attachment. As SBC

Missouri notes in its brief on this issue, its proposed definitions for the various types of tandem switches referenced throughout SBC Missouri's Attachment 11 and other appendices. A Party to this agreement should not have to search through various attachments and appendices to find definitions common throughout the agreement. Finally SBC Missouri notes that the CLEC's objections to the definitions may be traced principally to the POI and trunking disputes. These disputes are now resolved in a way that is at odds with the proposed definitions.

Decision:

SBC Missouri may not include definitions of any term used outside of Attachment 11 and its associated appendices in Attachment 11. SBC Missouri is required to redefine terms found in its agreement that are inconsistent with the decisions stated herein.

2. MCIm/SBC MO NIM 3
MCIm/SBC MO NIM 4
MCIm/ SBC MO NIM 5
MCIm/SBC MO NIM 6
CC (Xspedius) ITR 3
Charter GT&C 6(a)
WilTel ITR 1(a)
WilTel ITR 2(a)
AT&T NA 10

MCIm/SBC MO NIM 3: Should SBC Missouri's definition of "Local Tandem" be included in the Agreement?

MCIm/SBC MO NIM 4: Should SBC Missouri's definition of "Local/Access Tandem" be included in the Agreement?

MCIm/SBC MO NIM 5: Which Parties' definition of "Local Interconnection Trunk Group" should be included in the Agreement?

MCIm/SBC MO NIM 6: Should SBC Missouri's definition of "Local/IntraLATA Tandem" be included in the Agreement?

CC (Xspedius) ITR 3:

SBC MO: (b) Should the ICA use the defined term "Local Interconnection Trunk Groups."

Charter GT&C 6(a): (a) Should this definition extend beyond Local 251 services? (Local Exchange Services)?

WilTel ITR 1(a): There is no Issue Statement in the DPL.

SBC MO: (a) Should the term "Local Only Trunk Groups" be used in this appendix?

WilTel ITR 2(a): There is no Issue Statement in the DPL.

SBC MO: (a) Should the term "Local Interconnection and Local Only Trunk Groups" be used in this appendix?

AT&T NA 10: Should interconnection trunks carry all 251(b)(5) traffic, including ISP bound and transit traffic, as well as intraLATA exchange traffic.

SBC MO: Should Local Interconnection Trunk Groups carry only Section 251(b)(5)/IntraLATA Toll Traffic?

This issue is rendered moot by the discussion and decision above.

3. MCIm/SBC MO NIM 7

MCIm/SBC MO NIM 7: Should SBC Missouri's definition of "Offers Service" be included in the Agreement?

This issue is rendered moot by the discussion and decision above.

4. MCIm/SBC MO NIM 8

MCIm/SBC MO NIM 8: Which party's definition of points of interconnection should be included in the Agreement?

This issue is rendered moot by the discussion and decision above.

5. MCIm DEF 7

MCIm DEF 7: Which Party's definition of "Rate Center" should be included in the Agreement?

This issue is rendered moot by the discussion and decision above.

O. Lawful UNEs – Network Elements

1. CC NIA 1
Navigator NIA 1

CC NIA 1: Should the ICA obligate SBC to continue to provide network elements that are no longer required to be provided under applicable law or should the ICA clearly state that SBC is required to provide only UNEs that it is lawfully obligated to provide under Section 251(c)(3) of the Act?

Navigator NIA 1: Should the ICA obligate SBC to continue to provide network elements that are no longer required to be provided under applicable law or should the ICA clearly state that SBC is required to provide only UNEs that it is lawfully obligated to provide under Section 251(c)(3) of the Act?

These issues are addressed in Section III, Unbundled Network Elements.