

DOCKET # TO-2005-0336

**MASTER LIST OF ISSUES BETWEEN SBC MISSOURI
ATTACHMENT 6: LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO NETWORK ELEMENTS)**

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
UNEs¹		Attachment 6		
<p>AT&T's Issue Statement: AT&T Issue Statement: Is it appropriate for the ICA to include the term "lawful" UNE?</p> <p>SBC MISSOURI's Issue Statement: (iii) Should the ICA obligate SBC MISSOURI 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 MISSOURI is required to provide only UNEs that it is lawfully obligated to provide under Section 251(c)(3) of the Act?</p>	1	SBC 1.7; 1.7.1 AT&T 1.1, 1.6	<p><u>1.1 This Attachment 6 sets forth the minimum set of Unbundled Network Elements and Combinations of Unbundled Network Elements ("Combinations") that SBC MISSOURI agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act, the applicable FCC rules, and other applicable laws ("Unbundled Network Elements" or "UNEs"). The attached Temporary Rider ("Rider") concerning certain unbundled elements sets forth transitional provisions for Network Elements that the FCC, in the Triennial Review Order, CC Docket Nos. 01-338, 96-9, 98-147 (August 2003) (the "TRO"), and in the Triennial Review Remand Order, CC Docket 01-338 (February 2005) (the "TRRO"), has determined no longer must be made available pursuant to 251(c)(3) of the Act or</u></p>	<p>SBC's proposed language references two new concepts and problem-prone concepts – "Lawful UNEs" and "Statutory Conditions." These terms have the effect of short-circuiting the change of law provision, and thus permit unilateral interpretation of what constitutes a "lawful" UNE. As the FCC found regarding Routine Network Modifications in the <i>TRO</i>, ILEC unilateral interpretations of their lawful duty to unbundle can be anticompetitive and discriminatory on their face. Acceptance of such proposed language is unreasonable, and would give SBC unilateral power to determine which UNEs it will provide, based on its unilateral interpretation of what is "lawful." It would be equally unreasonable if the term were written such that SBC were compelled to provide at TELRIC rates whatever AT&T</p>

¹ SBC has proposed the use of the term "Lawful UNE" in this appendix and in other parts of the agreement. The parties have agreed to raise in UNE Issue 1. The parties have agreed to conform the entire agreement as appropriate based on the Commission's order relative to UNE I

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<p>(iv) as the federal law on unbundling preempted state law so that the Commission may not order unbundling of network elements beyond those required by the FCC?</p> <p>(v) should the temporary rider be referenced in Attachment 6 when it will ultimately expire in less than 18 months?</p>			<p><u>applicable FCC rules (“Declassified Network Elements” or “Declassified Transitional Network Elements”). The specific terms and conditions that apply to the Network Elements and Combinations are described below. The price for each Unbundled Network Element and each Combination is set forth in Attachment 30, Pricing Schedule, of this Agreement. The terms, conditions and charges for Declassified Network Elements and Transitional Declassified Network Elements are described in the attached Rider. For purposes of this Agreement, the term Network Element shall include Unbundled Network Elements, Declassified Network Elements and Declassified Transitional Network Elements, as applicable.</u></p> <p>1.6 Subject to Section 1.1 of the General Terms and Conditions of this Agreement, SBC MISSOURI shall provide Unbundled Network Elements under the following terms and conditions in this Attachment UNE.</p>	<p>considered to be a “lawful UNE.” Such a term is <i>per se</i> unreasonable in an arbitrated agreement, because if the parties could have reached a negotiated agreement, they would not be in arbitration. It is easy to see the danger in this language.</p>

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<p>Issue Statement:</p> <p>2(a) How should the parties reflect the declassification of certain UNEs by the FCC in its TRO, as affirmed by the USTA II decision and TRRO?</p> <p>2(b) Should the Agreement require SBC MISSOURI to provide UNEs when they are not required under Section 251 of the Act (i.e. when they are arguably required under state law or Section 271)?</p> <p>SBC Issue:</p> <p>2(c) What is the appropriate transition and notification process for UNEs included in the Agreement, but for which SBC MISSOURI is later found to be no longer obligated to provide?</p> <p>AT&T Issue:</p>	2	<p>SBC 1.7.1.1-1.7.5.4, 4.4 – 4.4.3.1, 8.5 – 8.5.6, 15.11.2</p> <p>AT&T 1.1, 1.2, 1.7.2.7 – 1.7.2.7.4</p>	<p>1.1 <u>This Attachment 6 sets forth the minimum set of Unbundled Network Elements and Combinations of Unbundled Network Elements (“Combinations”) that SBC MISSOURI agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act, the applicable FCC rules, and other applicable laws (“Unbundled Network Elements” or “UNEs”). The attached Temporary Rider (“Rider”) concerning certain unbundled elements sets forth transitional provisions for Network Elements that the FCC, in the Triennial Review Order, CC Docket Nos. 01-338, 96-9, 98-147 (August 2003) (the “TRO”), and in the Triennial Review Remand Order, CC Docket 01-338 (February 2005) (the “TRRO”), has determined no longer must be made available pursuant to 251(c)(3) of the Act or applicable FCC rules (“Declassified Network Elements” or “Declassified Transitional Network Elements”). The specific terms and conditions that apply to the Network Elements and Combinations are described below.</u></p>	<p>AT&T’s language reflects the appropriate notification requirements for UNEs declassified as a result of the TRO and should be adopted. Specifically, AT&T’s proposed language contains just and reasonable notification requirements that require SBC MISSOURI to adequately notify AT&T when SBC believes that it no longer has any obligation to provide certain facilities. Such notice would ensure that the facilities are appropriately identified elements, to avoid subsequent billing errors relating to these facilities and to enable AT&T to make informed business decisions regarding the particular element. All of these notification requirements are necessary to ensure a smooth and fair transition process.</p> <p>SBC’s notice language is unjust, unreasonable and contrary to the public interest. SBC’s notice language does not ensure that the notification enables AT&T to specifically identify the particular facility – thus promoting uncertainty regarding the</p>

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<p>2(c) Should SBC be required to follow the change of law process instead of unilaterally implementing future changes in UNES that SBC is obligated to provide?</p> <p>2(d) What is the appropriate process for handling Declassification of DS1/DS3/Dark Fiber Loops/Transport in certain wire centers (and associated routes and buildings) that meet the FCC's TRRO criteria for non-impairment? (See also Issue 23)</p> <p>2(e) How will non-impaired wire centers be determined and what procedures will apply for ordering and disputes?</p>			<p><u>The price for each Unbundled Network Element and each Combination is set forth in Attachment 30, Pricing Schedule, of this Agreement. The terms, conditions and charges for Declassified Network Elements and Transitional Declassified Network Elements are described in the attached Rider. For purposes of this Agreement, the term Network Element shall include Unbundled Network Elements, Declassified Network Elements and Declassified Transitional Network Elements, as applicable.</u></p> <p><u>1.2 SBC MISSOURI shall price each Unbundled Network Element separately, and shall offer each Unbundled Network Element individually, and in any technically feasible combination with any other Unbundled Network Element, service or functionality. In no event shall SBC MISSOURI require AT&T to purchase any Unbundled Network Element in conjunction with any other service or element. SBC MISSOURI shall place no use restrictions or other limiting conditions on Unbundled Network Elements and</u></p>	<p>classification of particular elements.</p> <p>AT&T's proposed transition language should be adopted because it contains just and reasonable terms and conditions that provide for a reasonable transition period during which AT&T can evaluate its choices for the Identified Facilities, can determine whether it should object to the proposed "declassification" of the particular Identified Facility, and can request dispute resolution should the Parties be unable to agree on how the Identified Facility should be treated in the future.</p> <p>SBC's language is unjust, unreasonable and provides the opportunity for anticompetitive practices and should be rejected. SBC's language does not provide AT&T adequate time to evaluate its choices for the facility, and does not provide AT&T with the opportunity to resolve disputes via the dispute process provided for in the ICA, but rather grants SBC MISSOURI with the unfettered right to disconnect service to</p>

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			<p><u>Combinations purchased by AT&T under the terms of this Agreement beyond those explicitly detailed in 47 CFR 51.309, 51.318, and 51.319 as set forth herein. Although AT&T may not use Unbundled Network Elements (or combinations thereof) for the exclusive provision of non-telecommunications services (e.g. information services), AT&T may use such UNEs to provide non-telecommunications services, when they are also used to provide telecommunications services.</u></p> <p><u>1.7 For purposes of this section, the terms “Wire Center”, “Business Lines” and “Fiber Based Collocator” shall have the meanings set forth in 47 CFR Section 51.5.</u></p> <p><u>1.7.2.7 The wire Center List</u></p> <p><u>1.7.2.7.1 SBC MISSOURI Wire Centers that SBC MISSOURI asserts currently meets the above Wire Center criteria for loops and transport (including Dark Fiber Transport) are attached as Appendix *** (Wire Center List). If the Wire Center List has not been</u></p>	<p>AT&T should AT&T not agree with SBC Indiana’s position re the identified element.</p> <p>As set forth in AT&T’s language, only UNEs delisted by the TRO are impacted by AT&T’s language.</p>

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			<p><u>independently verified by the state commission, the individual Wire Centers/routes listed are subject to challenge by AT&T: (i) when it submits a request for conversions of special access facilities to a UNE or EEL; (ii) when it submits a request for new Transport or Loop UNEs; or (iii) when it receives a bill assessing transitional rates for a particular Loop or Transport UNE if AT&T asserts the charge is based upon an incorrect designation of a Wire Center.</u></p> <p><u>1.7.2.7.2 If a state verification process finds that the attached Wire Center List is in error, the Wire Center List shall be amended consistent with those findings. If the Wire Center List has not been independently verified by the state commission and SBC MISSOURI disagrees with any specific AT&T challenges to the Wire Center List, such disputes shall be resolved by the Commission. If the attached Wire Center List is determined to be in error by the Commission, the Wire Center List shall be amended consistent with that resolution.</u></p> <p><u>1.7.2.7.3 Except for any</u></p>	

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			<p><u>corrections to the Wire Center List as a result of either state verification or AT&T challenges, SBC MISSOURI Wire Center List may not be changed from the attached list for the term of this Agreement.</u></p> <p><u>1.7.2.7.4 After March 11, 2005, for requests for new Unbundled Loops or Unbundled Dedicated Interoffice Transport, ordered either individually or as part of a combination or conversion request, AT&T shall engage in a reasonably diligent inquiry as to the status of the requested Unbundled Network Element and based on that inquiry, self certify (by letter) that to the best of AT&T's knowledge, the request is consistent with the requirements set forth in the TRRO. Upon receipt of such a request, SBC MISSOURI must, even if it challenges the request, immediately process AT&T's request. Any SBC MISSOURI challenges to AT&T's requests must be resolved via the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement. Any submission that is consistent with SBC MISSOURI's</u></p>	

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			<u>list attached as Appendix *** need only reference that fact to be accepted as a reasonably diligent inquiry pursuant to this section. If the Wire Center List has been independently verified by the state commission, all AT&T requests for unbundled access associated with Unbundled Loops and Unbundled Transport shall be consistent with that list.</u>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
AT&T's Issue Statement:	3	SBC 1.7.5.4	<u>SBC MISSOURI shall price each Unbundled Network Element</u>	Yes. AT&T's language specifically tracks FCC Rule 51.309(a) & (b).

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<p>Should SBC MISSOURI provide UNEs to AT&T without use or access restrictions, except for those provided in 47 CFR 51.318, and as otherwise provided in the ICA?</p> <p>SBC MISSOURI's Issue Statement: (a) Should SBC MISSOURI be obligated to provide combinations or commingled elements involving Declassified Elements?</p>		AT&T 1.2	<p><u>separately, and shall offer each Unbundled Network Element individually, and in any technically feasible combination with any other Unbundled Network Element, service or functionality. In no event shall SBC MISSOURI require AT&T to purchase any Unbundled Network Element in conjunction with any other service or element. SBC MISSOURI shall place no use restrictions or other limiting conditions on Unbundled Network Elements and Combinations purchased by AT&T under the terms of this Agreement beyond those explicitly detailed in 47 CFR 51.309, 51.318, and 51.319 as set forth herein. Although AT&T may not use Unbundled Network Elements (or combinations thereof) for the exclusive provision of non-telecommunications services (e.g. information services), AT&T may use such UNEs to provide non-telecommunications services, when they are also used to provide telecommunications services.</u></p>	<p>51.318 (re: EELs conditions), and 51.319 (limits on DS1/DS3 loops)and therefore should be included in the ICA. Omission of this language promotes disputes re AT&T's UNE rights.</p>

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Issue Statement: Must AT&T meet certain conditions in order to access and use any UNEs?	4	SBC 2.1-2.1.2		In the TRRO, the FCC modified §51.309 (b) to restrict access to unbundled network elements for “the exclusive provision of mobile wireless services or interexchange services.” Nothing in the TRO, USTA II or the TRRO otherwise restrict AT&T’s right to purchase UNEs to provide telecommunications services along with other services including IP Enabled services as defined in the FCC’s Notice of Proposed Rulemaking, FCC 04-28 (rel. Mar. 10, 2004) and wholesale telecommunications services. AT&T has modified its proposed language for Issue 2, above, to accommodate this change. While AT&T acknowledges that it must be a certificated LEC in order to be entitled to the rights set forth in Sec. 251 of the Act, should there be a change in AT& status as a certificated LEC, AT&T must be entitled to a reasonable timeframe (60 days) to notify SBC of such change. SBC’s language places undue restrictions on AT&T ability to utilize UNEs and unreasonably obligates AT&T to provide immediate notice of any change in its CLEC status.

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			<p>2.1.1.2 <u>Pursuant to rule 51.309(b)</u> AT&T may not access UNes for the exclusive provision of mobile wireless services or long distance services or interexchange services (telecommunications service between different stations in different exchange areas).</p> <p>2.1.1.3 AT&T must be a telecommunications carrier. AT&T hereby represents and warrants that it is a telecommunications carrier and that it will notify SBC MISSOURI immediately in writing if it ceases to be a telecommunications carrier. Failure to so notify SBC MISSOURI shall constitute material breach of this Agreement.</p>	

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AT&T Issue Statements: A. May AT&T combine UNES with other services (including access services) obtained from SBC MISSOURI? B. May AT&T use the functionality of a UNE “without restriction”? SBC Missouri Issue Statement: A. May AT&T combine UNES with other network elements, facilities, services (including access services) or functionalities and without restriction? B. Must SBC	5	2.4	2.4 AT&T may combine any Unbundled Network Element with any other element, <u>facility, service, or functionality without restriction.</u> <u>SBC MISSOURI shall permit AT&T to combine any unbundled network element or unbundled network elements provided by SBC MISSOURI (i) with one or more other network elements, (ii) with other services (including access services) obtained from SBC MISSOURI, or (iii) with compatible network components or services provided by AT&T or third parties to AT&T to provide telecommunications services.</u>	A-B Yes. AT&T believes that SBC’s language unnecessarily prohibits AT&T from combining UNES and that AT&T’s language is consistent with the FCC’s rules. Further, SBC’s reluctance to agree to language set out by the FCC further reinforces AT&T’s belief that SBC wants to limit AT&T’s use of UNES. Clearly, AT&T’s language should be adopted. Further, SBC’s language is not consistent with the Supreme Court’s <i>Verizon</i> Decision. SBC believes that the Supreme Court ruled in its favor and that it held that it is not required to combine UNES. The Verizon decision stands for just the opposite.

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Missouri permit AT&T to combine UNEs with compatible network components or services provided by AT&T or third parties?				

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AT&T's Issue Statement: Should SBC MISSOURI's obligation to provide UNEs, if they can be made available via routine network modification, be dependent upon SBC MISSOURI's determination of whether spare facilities exist?	6	SBC 2.5, 4.2.1, 4.8.2 AT&T 4.2.1, 4.8.2	4.2.1 SBC MISSOURI must provide timely access to unbundled loops. <u>(i.e., the lesser of three days or the standard interval offered by SBC MISSOURI to its retail customers). Notwithstanding the provisions set forth in the Performance Measurements section of the Agreement, if SBC MISSOURI is unable to provide timely access to unbundled loops (including causes due to lack of efficient processes or systems) and if SBC MISSOURI has established, or can establish via routine network modifications, broadband connectivity to the customer premise, then SBC MISSOURI must provide timely access to a broadband loop (including all of the functions, features, and capabilities of the broadband loop until such time as access to the unbundled loop is completed.</u> 4.8.2 A routine network	No. AT&T agrees that SBC's requirement is to provide UNEs where facilities exist, or can be made to exist via routine network modifications. (For discussion on routine network modifications, please see AT&T's position statement in issue 19, below.) However, SBC should not be allowed to reserve facilities for itself, thereby preventing AT&T and other CLECs from securing needed facilities. Reservations of facilities violate the non-discriminatory principles of access under the Act. AT&T's proposed language, taken directly from the FCC's rules (47 CFR §§ 319(a)(8) and 319(e)(5)), includes a list of tasks that the FCC considers to be a non-exhaustive set of routine network modifications. SBC's obligation is not restricted to those facilities it designates as "spare" facilities.

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DOCKET # TO-2005-0336
MASTER LIST OF ISSUES BETWEEN SBC MISSOURI
ATTACHMENT 6: LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications include, rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that SBC MISSOURI ordinarily attaches to activate such a loops to activate for its own retail customers under the same conditions and in the same manner that SBC MISSOURI does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. SBC MISSOURI will place drops in the same manner as it does for its own customers.	AT&T agrees that SBC is not obligated to construct new outside plant facilities (e.g., deploy new aerial or buried cable). However, other tasks that SBC routinely performs to address the growth needs or network configurations of its customers should similarly be performed for the benefit of AT&T and its customers.
Issue Statement: Should AT&T's use of UNEs and UNE combinations be limited	7	2.4, 2.7, 3.1	2.4 AT&T may combine any Unbundled Network Element with any other <u>element, facility, service, or functionality without restriction.</u>	No. Clearly SBC's language should be deleted. In the FCC UNE Remand Order, the FCC specifically states that CLECs can

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
to end user customers?			<p><u>SBC MISSOURI shall permit AT&T to combine any unbundled network element or unbundled network elements provided by SBC MISSOURI (i) with one or more other network elements, (ii) with other services (including access services) obtained from SBC MISSOURI, or (iii) with compatible network components or services provided by AT&T or third parties to AT&T to provide telecommunications services.</u></p> <p>2.7 SBC MISSOURI will provide AT&T nondiscriminatory access to the unbundled Network Elements provided for in this Attachment, including combinations of Unbundled Network Elements, subject to the terms and conditions of this Attachment. AT&T is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a telecommunications service under this Agreement. SBC MISSOURI will allow AT&T to order each Unbundled Network Element individually or in combination with</p>	<p>use UNEs for any telecommunications service and does not detail “end user” in any definition. See UNE Remand Order, paragraph 81. Further, as the FCC stated in ¶264 of the <i>Local Competition Order</i>:</p> <p>“Moreover, we agree with those commenters that argue that network elements are defined by facilities or their functionalities or capabilities, and thus, cannot be defined as specific services. A single network element could be used to provide many different services. For example, a local loop can be used to provision inter- and intrastate exchange access services, as well as local exchange services. We conclude, consistent with the findings of the Ohio and Oregon Commissions, that the plain language of section 251(c)(3) does not obligate carriers purchasing access to network elements to provide all services that an unbundled element is capable of providing or that are typically offered over that element. Section 251(c)(3) does not impose any service-related restrictions or requirements on requesting carriers</p>

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ATTACHMENT 6: LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO)

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>any other Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit AT&T to combine such Unbundled Network Elements with other Network Elements obtained from SBC MISSOURI or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SBC MISSOURI's network. Any request by AT&T for SBC MISSOURI to provide a type of connection between Unbundled Network Elements that is not currently being utilized in the SBC MISSOURI network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request (BFR) process described in Section 2.28.</p> <p>3.1 The Network Interface Device (NID) is a device used to connect loop facilities to inside wiring. The fundamental function of the NID is</p>	in connection with the use of unbundled elements."

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MASTER LIST OF ISSUES BETWEEN SBC MISSOURI AND AT&T
ATTACHMENT 6: LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO NETWORK)

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			to establish the official network demarcation point between a carrier and its customer. The NID Unbundled Network Element is defined as any means of interconnection of customer premises wiring to SBC MISSOURI's distribution loop facilities, such as cross connect device used for that purpose, and it includes all features, functions, and capabilities of the NID. The NID contains the appropriate and accessible connection points or posts to which the service provider and the customer each make its connections. Pursuant to applicable FCC rules, SBC MISSOURI offers nondiscriminatory access to the network interface device on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service.	
AT&T's Issue Statement: What terms should the ICA provide for the conversion of wholesale, i.e., special access, services to UNEs?	8	SBC 2.10.1, AT&T 2.10.5	2.10.5 Except as otherwise provided hereunder, SBC MISSOURI shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees or charges associated with establishing a service for the first time in connection with any	The TRO provides that pending conversion requests shall be entitled to the appropriate retroactive pricing adjustments up to the effective date of the TRO (Para 589). AT&T's language provides for that retroactive treatment for all pending requests

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ATTACHMENT 6: LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO)**

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>SBC MISSOURI's Issue Statements:</p> <p>a) Should the ICA address requests for conversions made prior to the Effective Date of the ICA?</p> <p>b) Must conversions be comprised solely of UNEs provided for in the ICA?</p> <p>c.) Is SBC Missouri obligated to make conversions in a seamless manner when there is no such obligation under applicable law?</p> <p>d) Must SBC Missouri permit AT&T to request multiple conversion using a single request?</p> <p>e) Should SBC Missouri be permitted to assess non-recurring charges for converting wholesale services to UNEs?</p> <p>(f) Should the Agreement contain</p>			<p>conversion between a wholesale service or a group of wholesale services and a UNE or combination of UNEs. <u>Any conversion to another service arrangement shall be provided in a seamless manner without any customer disruption or adverse effects to service quality. When the conversion is to an analogous access service or alternative service arrangement, SBC MISSOURI shall permit AT&T to request the conversions using a single request. SBC MISSOURI shall not assess AT&T any non-recurring charges for such conversions.</u></p>	<p>such that the pricing adjustment for any pending requests (issued after the effective date of the TRO but before the effective date of this amendment) shall be retroactive back to the date of such request. SBC's language ignores the fact that the TRO specifically provided for this retroactive treatment.</p> <p>AT&T's language also provides that the pricing adjustment for such pending requests (as well as all other conversion requests issued after the effective date of this Agreement) should be recognized by SBC in the next billing cycle after the effective date of the request, (which for pending requests is the effective date of this Agreement) This provision is consistent with the TRO language in paragraph 588.</p> <p>With respect to AT&T's language regarding conversion charges in section 2.10.3, AT&T's language exactly mirrors the language in FCC rule 51.316(c) language that prohibits the ILEC from imposing any wasteful or unnecessary charges for conversions.</p>

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ATTACHMENT 6: LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNES)

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
processes when AT&T does not meet the eligibility criteria for converting a wholesale services to UNEs?				Finally, USTA-II did not remove the ILEC's obligation to provide loops and transport. ILECs still have the obligation to provide these UNEs pursuant to the Act and may should be similarly obligated pursuant to applicable state law. Moreover, consistent with federal rule 47 CFR § 51.309(f), SBC "shall perform the functions necessary to commingle an unbundled network element or a combination of unbundled network elements with one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC."

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position

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ATTACHMENT 6: LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO NETWORKS)

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
AT&T's Issue Statement: Under what terms must SBC MISSOURI provide EELs to AT&T?	9	AT&T 2.12 – 2.12.2.1 SBC 2.12 – 2.12.11	<u>2.12 Mandatory Eligibility Criteria for Access to Certain UNEs</u> 2.12.1.1 “Enhanced Extended	The FCC confirmed in the TRRO that USTA-II did not change SBC’s obligation to provide loop and transport combinations in the form of EELs pursuant to the Act and applicable state law. Moreover,

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>SBC MISSOURI's Issue Statement:</p> <p>7.0 What is the definition of an EEL and should the ICA contain specific eligibility requirements to obtain EELs?</p> <p>8.0 Is it appropriate to include in the ICA examples of the conditions for providing access to EELS?</p> <p>9.0 Must SBC provide an EEL once AT&T self-certifies its compliance with service eligibility criteria?</p> <p>10.0 What terms and conditions should apply to SBC Missouri's right to audit AT&T's compliance with the mandatory eligibility criteria?</p>			<p>Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities).</p> <p><u>2.12.1.2 "Commingled EEL" means a Commingled Arrangement of an EEL and one or more services obtained at wholesale (e.g., switched and special access services offered pursuant to interstate tariff).</u></p> <p><u>2.12.2 To the extent that the service eligibility criteria defined in 47 CFR 51.318 for high capacity EELS apply, AT&T shall be permitted to self-certify its compliance with those criteria. AT&T may elect to self-certify using a letter sent to SBC MISSOURI. Upon AT&T's self-certification of compliance, SBC MISSOURI will provide the requested EEL combination. If, as permitted under Applicable Law, SBC MISSOURI seeks to audit</u></p>	<p>USTA II did not change or vacate the eligibility criteria for access to EELs set forth in the TRO. Thus the eligibility criteria established in the TRO still apply, and AT&T's proposed language is consistent with those requirements. Moreover, even if that were not true, SBC should be obligated to provide EELs pursuant to Missouri state law, as the provision of EELs would promote competition, consumer choice, and CLEC facilities deployment.</p>

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<u>AT&T's compliance with service eligibility criteria, SBC MISSOURI shall obtain and pay for no more than one audit per year, to be conducted by an independent auditor. Such an audit will be initiated only to the extent reasonably necessary to determine AT&T's compliance with applicable law. AT&T shall be given thirty (30) days' written notice of a scheduled audit. The independent auditor must perform its evaluation, which shall be limited to AT&T's compliance with service eligibility criteria, in accordance with the standards of the American Institute for Certified Public Accountants. The auditor's report should make a determination as to whether AT&T complied in material respect with applicable service eligibility criteria. To the extent the auditor's report concludes that AT&T complied in all material respects with the eligibility criteria pursuant to the AICPA Attestation Standards, Section 601.36, SBC MISSOURI must reimburse AT&T for all of its costs associated with the audit within 30 days from the date AT&T provides SBC MISSOURI</u>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p><u>with the amount due. If the auditor's report concludes that AT&T failed to comply in all material respects with the eligibility criteria pursuant to the AICPA Attestation Standards, Section 601.36, SBC MISSOURI shall provide AT&T with a copy of the report within 2 business days from the date of receipt. AT&T will take action to correct the noncompliance and will reimburse AT&T will maintain the appropriate documentation to support its self-certifications. Any disputes between the Parties related to this audit process will be resolved in accordance with the Alternative Dispute Resolution process set forth in the General Terms and Conditions of this Agreement.</u></p> <p><u>2.12.2.1 Except where AT&T specifically requests that SBC MISSOURI physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced with UNEs, the conversion request shall be deemed to have been completed effective upon receipt by the SBC MISSOURI of notice from AT&T,</u></p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<u>and recurring charges set forth in Attachment 30, Pricing Schedule, of this Agreement applicable to Unbundled Network Elements shall apply as of such date. Except as provided below for Pending Requests, the adjusted charges for conversion requests shall be reflected in the first billing cycle following the effective date of the conversion. Conversion requests issued after the effective date of the TRO, but before the effective date of this Agreement (“Pending Requests”), shall be deemed to have been completed for billing purposes on March 11, 2005. The adjusted charges for Pending Requests shall be included in the same billing cycle in which the SBC MISSOURI includes true-up charges associated with the collection of the transitional charges set forth in the TRRO and provided for in Section 1.7.1. If that bill does not reflect the appropriate charge adjustment, AT&T may withhold payment in an amount that reflects the amount of the adjustment that should have been made on the bill for the applicable conversions. Where AT&T specifically requests that</u>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p><u>SBC MISSOURI physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Attachment 30, Pricing Schedule of this Agreement applicable to Unbundled Network Elements shall apply effective upon the earlier of (i) the date on which the SBC MISSOURI completes the requested work or (ii) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether SBC MISSOURI has in fact completed such work. SBC MISSOURI shall bill AT&T pro rata for the service being replaced through the date prior to the date on which billing at Unbundled Network Element rates commences pursuant to this section.</u></p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
Issue Statement: Is SBC MISSOURI obligated to allow commingling of 47 USC 271 checklist items UNEs?	10	SBC 2.11.1.2 – 2.11.1.5, 2.11.2; 2.11.9 AT&T 2.11.1.3, 2.11.1.4,	2.11.1.3 Commingling is not permitted nor is SBC MISSOURI required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security	Yes. The TRO does not define UNEs available under 271 or state law authority differently from 251 UNEs. Therefore, AT&T is entitled to all of the features, functions, and capabilities of 271 UNEs, or UNEs provided pursuant

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		2.11.2	<p>would be impaired; or (ii) would undermine the ability of other Telecommunications Carriers to obtain access to Lawful UNEs or to Interconnect with SBC MISSOURI's network.</p> <p>2.11.1.4 <u>For commingling orders pursuant to the FCC Triennial Review Order but which SBC MISSOURI has either a) not developed a process or b) developed a process that falls out for manual handling, SBC MISSOURI will charge AT&T the Electronic Service Order (Flow Thru) Record Simple charge for processing AT&T's order.</u></p> <p>2.11.2 Except as provided in <u>47 CFR 51.318</u> and, further, subject to the other provisions of this Agreement, SBC MISSOURI shall permit AT&T to Comingle a UNE or a combination of UNEs, with facilities or services obtained at wholesale from SBC MISSOURI to the extent required by FCC or <u>Public Service Commission of MISSOURI</u> rules and orders and judicial orders.</p>	to state law authority, including the capability to commingle and order such UNEs in combination. Therefore, SBC's language should be rejected.

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>Both Parties' Issue Statement: What is the appropriate commingling order charge that SBC MISSOURI can charge AT&T?</p> <p>SBC MISSOURI's Issue Statement: 1) Where processes for Commingling are not already in place, should SBC MISSOURI be permitted to develop and implement such processes?</p> <p>2) Are the applicable Change Management guidelines the appropriate method for establishing new OSS</p>	11	2.11.1.4	<p><u>2.11.1.4 For commingling orders pursuant to the FCC Triennial Review Order but which SBC MISSOURI has either a) not developed a process or b) developed a process that falls out for manual handling, SBC MISSOURI will charge AT&T the Electronic Service Order (Flow Thru) Record Simple charge for processing AT&T's order.</u></p>	<p>AT&T's language enables SBC to charge an established reasonable charge for UNE conversions consistent with Rule 51.316(c).</p> <p>SBC's language enables SBC to implement unreasonable charges that are not part of the ICA and not approved by the Commission.</p>

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systems changes, if any, for OSS functions related to Commingling?				

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
Issue Statement: Under what circumstances is SBC obligated to perform the functions necessary to commingle a UNE or combination?	12	SBC 2.11.3-2.11.3.2 AT&T 2.11.3	2.11.3 Upon request, and except as provided in <u>47 CFR 51.318</u> SBC MISSOURI shall perform the functions necessary to Commingle a UNE or a combination of UNES with one or more facilities or services that AT&T has obtained at wholesale from SBC MISSOURI (as well as requests where AT&T also wants SBC MISSOURI to complete the actual Commingling).	The TRO obligates SBC to perform commingling upon AT&T's request once AT&T meets the eligibility requirements for access to commingled facilities. Para. 586 states that the parties must establish the procedures for conversions. SBC's proposal restricts AT&T ability to use conversions, and is inconsistent with Sec. 251(c)(4) prohibition on "unreasonable . . . conditions or limitation". See language TRO uses in permitting commingling of UNES and resold services (Para. 584)

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DOCKET # TO-2005-0336
MASTER LIST OF ISSUES BETWEEN SBC MISSOURI AND AT&T
ATTACHMENT 6: LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO NETWORKS)

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
AT&T Issue Statement: Should SBC require AT&T to submit a BFR for every commingling request? SBC Missouri's Issue Statement: Should SBC Missouri require	13	SBC 2.11.4-2.11.4.2	<u>None</u>	No. The TRO obligates SBC to perform commingling upon AT&T's request once AT&T meets the eligibility requirements for access to commingled facilities. Para. 586 states that the parties must establish the procedures for conversions. SBC's proposal that AT&T submit a separate BFR for

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>AT&T to submit a BFR for a commingling arrangement not found on the list of orderable Commingled Arrangements?</p> <p>Should AT&T be charge a time and materials charge for Commingling work done by SBC Missouri?</p>				<p>every commingling request restricts AT&T ability to use conversions, and is inconsistent with Sec. 251(c)(4) prohibition on “unreasonable . . . conditions or limitation” . <i>See</i> language TRO uses in permitting commingling of UNes and resold services (Para. 584)</p>

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MASTER LIST OF ISSUES BETWEEN SBC MISSOURI AND AT&T
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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
AT&T's Issue Statement: Is SBC MISSOURI's language in 2.11.6	14	SBC 2.11.6	<u>None</u>	See AT&T's position for Issue 15. Yes. SBC's language is redundant to other SBC proposed language in the preceding sections of 2.11. For

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>sufficiently covered in other areas of this Attachment and therefore unnecessary?</p> <p>SBC MISSOURI's Issue Statement: Should the ICA set forth specific requirements for commingling?</p>				<p>example SBC's language in 2.11.1.2 replicates the second sentence in 2.11.6.</p> <p>Another example of the redundancy within this section is the parties agreed to language in section 2.11.2: 2.11.2 Except as provided in Section 2.12 and, further, subject to the other provisions of this Agreement, SBC shall permit AT&T to Commingle a UNE or a combination of UNES with facilities or services obtained at wholesale from SBC to the extent required by FCC or Missouri Commission rules and orders.</p>
AT&T's Issue Statement:	15	SBC 2.12.9-2.12.11	<u>None</u>	The TRRO reaffirmed SBC's obligation to provide loops and

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>1) Should SBC be permitted to impose additional charges (beyond the applicable UNE rates) on AT&T simply to establish the processes its needs to perform its obligation to provide UNEs in the ICA?</p> <p>2) Should SBC be obligated to follow change of law terms within the ICA, when SBC believes a change of law occurs?</p> <p>SBC MISSOURI's Issue Statement: 1) Where processes for any UNE requested (whether alone or in conjunction with other UNEs and services) are not already in place, should SBC MISSOURI be permitted to develop and implement such processes?</p>				<p>transport. SBC still has an obligation to provide these UNEs pursuant to the Act. Moreover, , the Commission may find that SBC should be obligated to provide loops and transport pursuant to Missouri state law or under section 271.</p> <p>Costs associated with UNEs, including the cost of provisioning, managing, and accessing (e.g., process costs, IT and systems costs, etc.), are established in cost proceedings. To the extent commission-approved rates are established in such proceedings, the interconnection agreement has a process to incorporate such rates. However, the interconnection agreement itself is intended to provide certainty to the parties as to the rates that are applicable under the agreement. Accordingly, the interconnection agreement should not provide SBC with the unilateral right to add or increase rates during the term. SBC's Change Management guidelines are outside the terms of the interconnection agreement. As a result, fees/charges fabricated by SBC in</p>

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>2) Are the applicable Change Management guidelines the appropriate method for establishing new OSS systems changes, if any, for OSS functions related to UNE not already in place?</p> <p>3) Should SBC MISSOURI have an obligation to provide UNEs, combinations of UNEs and AT&T elements and Commingled Arrangements beyond the Act and current FCC rules?</p>				<p>the change management process are irrelevant to the parties obligations under the interconnection agreement.</p> <p>Change in Law: The Change in Law provisions of the Interconnection Agreement governs how changes in law are to be negotiated and then implemented into the ICA. Parties should not be permitted to unilaterally impose changed terms at the whim and interpretation of one party. If one party believes that a change in law has occurred, step one is to contact the other party to negotiate appropriate changes to the ICA in accordance with the change in law provision contained in the ICA. To prevent disruption of end-user customer's service, billing, and/or support functions, and to prevent this issue from surfacing before this Commission under an accelerated dispute resolution request, the Commission should rule in favor of AT&T's proposed change in law language in Section 3 of the General Terms and Conditions and reject SBC's proposed language there and in here. Otherwise, SBC would be free to unilaterally</p>

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				interpret and apply changes in law in a manner that will improperly advantage SBC. Providing AT&T with non-discriminatory access to UNEs includes adhering to a process that allows for a balanced approach to implementing changes in law. Finally, the TRO expressly states that its rules concerning EELs do not permit incumbent LECs to impose additional conditions or limitations upon obtaining access to EELS and other UNE combinations. [TRO Para. 575]
AT&T's Issue Statement: What UNE loops must SBC provide to AT&T and under what terms and conditions? SBC MISSOURI's Issue Statements: 1) What UNE loops must SBC Missouri provide to AT&T after the TRO Remand Order and under what terms and conditions?	16	SBC 4.2-4.2.1, 4.3.4-4.4, 4.6, 4.9 AT&T 4.2-4.2.1, 4.3.4-4.4, 4.6, 4.7, 4.9-4.9.3.1 Appendix Virtual Collocation, Sections 12.4.6-12.4.6.2.1	4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at an End User customer premises. The loop includes the NID and may include the Inside Wire subloop in a multi-unit environment where the Inside Wire subloop is owned or controlled by SBC MISSOURI. The Parties acknowledge and agree that a transmission facility to a	The TRRO makes it clear that SBC continues to be obligated to provide access to a majority of its high-capacity loops. Specifically, AT&T is entitled to access cost-based, unbundled loop with the express exception of 'Greenfield' FTTH loops; 'Brownfield' FTTH loops, except where copper is not otherwise available; fiber loops to MDUs; DS1 loops in wire centers containing both 60,000 or more business lines and 4 or more fiber-

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ATTACHMENT 6: LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED NETWORK ELEMENTS)

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
bDoes a broadband loop have to be provided as an alternative element to AT&T when broadband is no longer required under Section 251? c) Is SBC Missouri obligated to provide UNE-P at TELRIC pricing even where there has been no finding of impairment?		(references to Entrance Facilities)	<p>CMRS facility does not have to be unbundled. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). <u>The local loop UNE includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law.</u> AT&T agrees to operate each loop type within the technical parameters accepted within the industry.</p> <p>4.2.1 SBC MISSOURI must provide timely access to unbundled loops <u>(i.e., the lesser of three days or the standard interval offered by SBC MISSOURI to its retail customers).</u> <u>Notwithstanding the</u></p>	<p>based collocators; DS3 loops in wire centers containing both 38,000 or more business lines and 4 or more fiber-based collocators; dark fiber loops; and OCn loops.</p> <p>AT&T's proposed language for access to high-capacity loops and language regarding loop caps is consistent with the rules established in the TRRO.</p> <p>Additionally, the FCC established a 12 month transition period for conversion of high-capacity UNEs no longer available to CLECs. AT&T's transition language tracks the FCC's rules.</p> <p>AT&T is entitled to the full functionality and capabilities of UNEs that it acquires from SBC in a non-discriminatory manner. In the spirit of fostering creative, competitive telecommunications services, AT&T should not be limited by the types of signals and transmission protocols it provides between its network and its customers, provided that no harm or interference is caused to other loops or services within the same</p>

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p><u>provisions set forth in the Performance Measurements section of the Agreement, if SBC MISSOURI is unable to provide timely access to unbundled loops (including causes due to lack of efficient processes or systems) and if SBC MISSOURI has established, or can establish via routine network modifications, broadband connectivity to the customer premise, then SBC MISSOURI must provide timely access to a broadband loop (including all of the functions, features, and capabilities of the broadband loop until such time as access to the unbundled loop is completed.</u></p> <p>4.3.1 The standard for 2-Wire analog loop is loss not exceeding 8 dB. SBC will offer 2-Wire analog loop not to exceed 5dB as an option which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz. <u>Where AT&T cannot provide a requesting customer with the full functionality of a 2-wire analog loop due to network configurations made at SBC MISSOURI's</u></p>	<p>cable.</p> <p>Same response re DS1 DS3 as stated above.</p> <p>[See discussion above.]</p> <p>Timely access: SBC has an obligation to provide timely access to loops, as stated above. AT&T's requirement helps prevent SBC from "footdragging" in provisioning access to such loops in a timely manner.</p> <p>The FCC policy codified in the TRO is to protect CLEC access to 64 kbps loops. See, e.g. TRO para. 273 & 277 (fiber loops must be available for narrowband service if cooper is retired). AT&T's proposed language further this policy</p> <p>As noted above, the availability of high-capacity DS1 and DS3 loops is determined by the characteristics of the loops wire center. In order to ensure that SBC's identification of affected wire centers is accurate, AT&T believes that it is appropriate to include a specific verification process.</p>

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			<p><u>discretion, SBC MISSOURI must provide AT&T with UNE-P at TELRIC pricing, as an interim remedy until such time as SBC MISSOURI can provide a fully functional 2-wire analog loop.</u></p> <p>4.3.4 Pursuant to 47 C.F.R. § 51.319(a)(2)(i), SBC MISSOURI is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops.</p> <p>4.4.5 Nothing in the loop definitions provided above is intended to limit AT&T from using UNE DSL loops to transmit signals in the ranges as specified in Attachment 25: DSL, which forms a part of this Agreement. SBC MISSOURI agrees to provide AT&T with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL, UNE Line Splitting, and the general terms and conditions applicable to UNEs.</p> <p>4.4.6 AT&T may request and, to the extent technically feasible, SBC MISSOURI will provide additional loop types and</p>	<p>In order to assure that the transition between a Transitional Declassified Network Element (or arrangement) does not unduly impact AT&T's customers, it is appropriate to include provisions that address the</p>

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			<p>conditioning pursuant to the BFR process. The availability of a loop type, through the BFR process does not limit the availability to AT&T of equivalent functionality that are available to AT&T and priced under this Agreement.</p> <p>4.6 In addition to any liability provisions in this agreement, SBC MISSOURI does not guarantee or make any warranty with respect to unbundled loops when used in an explosive atmosphere. AT&T will indemnify, defend and hold SBC MISSOURI harmless from any and all claims by any person relating to AT&T's or AT&T end user's use of unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SBC MISSOURI.</p> <p><u>4.7 Notwithstanding the foregoing, SBC MISSOURI loops that employ Next Generation Digital Loop Carrier (NGDLC) technology may include one or more transmission facilities between one or more distribution frames, digital loop carriers (DLC) and remotely deployed DSLAM, owned or</u></p>	method and costs of those transitions.

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<u>controlled by SBC MISSOURI. Access to the unbundled Local Loop network element shall also include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.</u>	
<p>AT&T's Issue statement: Under what terms and conditions must SBC provide loops to AT&T (see Issue 16)?</p> <p>SBC MISSOURI's Issue Statement: Is AT&T entitled to have access to packet switching components of NGDLC?</p>	17	<p>SBC 4.10-4.10.3</p> <p>AT&T 4.7</p>	<p>4.7 <u>Notwithstanding the foregoing, SBC MISSOURI loops that employ Next Generation Digital Loop Carrier (NGDLC), technology may include one or more transmission facilities between one or more distribution frames, digital loop carriers (DLC) and remotely deployed DSLAM, owned or controlled by SBC MISSOURI. Access to the unbundled Local Loop network element shall also include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.</u></p>	<p>See 47 CFR 51.319(a)(2)(3). AT&T is not requesting access to the DSLAM but rather access to the loop in place. The TRO, under the FCC's requirement for SBC to provide access to Hybrid loops, specifically requires SBC to provide access to the loop regardless of whether SBC must use time division multiplexing to accomplish or provide a spare home run copper loop. AT&T's language is fully consistent with SBC's legal obligations.</p>

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>AT&T's Issue Statement:</p> <p>1) How should routine network modifications be described in the ICA?</p> <p>SBC MISSOURI's Issue Statement:</p> <p>1) What are the terms and conditions associated with routine network modifications in this appendix?</p> <p>Both Parties' Issue Statement:</p> <p>2) Is SBC entitled to charge AT&T for routine network modifications?</p>	18	<p>SBC 4.8-4.8.7, 8.5.7 – 8.5.7.6, 15.12 – 15.12.6</p> <p>AT&T 4.8. – 4.8.6, 8.5.7 – 8.5.7.6, 15.12 – 15.12.6</p>	<p>4.8 Routine Network Modifications - Unbundled Loop Facilities</p> <p>4.8.1 SBC MISSOURI shall make routine network modifications to UNE Local Loop facilities used by AT&T where the requested loop facility has already been constructed. SBC MISSOURI shall perform routine network modifications to UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.</p> <p>4.8.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications include, rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that</p>	<p>[Formerly Issue 23] [Also see Issue 6 above]</p> <p>Routine Network modifications should be defined in the ICA in the same manner as the FCC did in the TRO, with the determination of whether a modification is "routine" hinging on whether the tasks associated with the modification are routinely performed by SBC in serving its own customers. The specific services that AT&T intends to provide over the UNE after it has been modified is irrelevant in the determination of whether the tasks are routine. To rule otherwise would effectively constrain AT&T to offering only those services that exactly replicate an SBC end-user offering. It is AT&T's intent to offer unique and differentiable services by coupling UNES with AT&T-deployed new technologies. SBC's language limits routine network modifications to only those that support services that mimic an SBC end-user service offering, and only to the exact same degree that SBC would do for its own customers. In summary, the determination of whether a modification is "routine" should be based on the tasks</p>

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			<p>SBC MISSOURI ordinarily attaches to activate such a loops to activate for its own retail customers under the same conditions and in the same manner that SBC MISSOURI does for its own retail customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. SBC MISSOURI will place drops in the same manner as it does for its own customers.</p> <p>4.8.3 Routine network modifications do not include constructing new loops; installing new cable; securing permits, rights-of-way, constructing and/or placing new manholes, or conduits.; installing new terminals. SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.</p> <p>4.8.4 SBC MISSOURI shall determine whether and how to perform routine network modifications using the same</p>	<p>associated with the modification, not on the end-user service that the modification is intended to enable.</p> <p>SBC is not entitled to impose additional charges on AT&T for routine network modifications. The Maine PUC, one of the first PUCs to examine ILEC attempts to levy additional routine network modification costs on CLECs, recently ruled in docket 2004-135 that “the FCC made a finding that the costs for routine network modifications are often already included in existing TELRIC rates for UNEs” and that “[w]e concur with the FCC’s finding and hold that until Verizon shows that the costs for certain routine network modifications were not included in existing TELRIC rates, we will presume that the costs were included in the rates we set in Docket No. 97-505. We also find that some of the existing non-recurring TELRIC rates, including those for labor, may provide Verizon a reasonable opportunity to recover costs for many routine network modifications.” Because the FCC’s rules “make clear that there may not be any double</p>

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			<p>network or outside plant engineering principles that would be applied in providing service to SBC MISSOURI's retail customers.</p> <p>4.8.5 This Agreement does not require SBC MISSOURI to deploy time division multiplexing-based capabilities with any copper or fiber packetized transmission facility to the extent SBC MISSOURI has not already done so; remove or reconfigure packet switching equipment or equipment used to provision a packetized transmission path; reconfigure a copper or fiber packetized transmission facility to provide time division multiplexing-based capabilities; to deploy TDM <u>capability</u> into new or existing <u>packet-based</u> networks that never had TDM capability; nor does this Agreement prohibit SBC MISSOURI from upgrading a customer from a service <u>provided over a copper loop</u> to a packet switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC MISSOURI complies with the copper loop or</p>	<p>recovery of these costs," (TRO paragraph 640), SBC is not entitled to additional charges for routine network modifications and the Commission should reject SBC's proposed language accordingly.</p>

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			<p>copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).</p> <p>4.8.6 Notwithstanding anything to the contrary herein, SBC MISSOURI's obligations with respect to routine network modifications <u>and access to existing TDM capabilities of hybrid loops</u> apply only where the loop transmission facilities are subject to unbundling <u>and do not apply to</u> FTTH loops or FTTC loops.</p> <p><u>4.8.7 Intentionally Left Blank</u></p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>8.5.7 Routine Network Modifications – UNE Dedicated Transport</p> <p>8.5.7.1 SBC MISSOURI shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the UNE Dedicated Transport facility being</p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>accessed was constructed on behalf, or in accordance with the specifications, of any carrier.</p> <p>8.5.7.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.</p> <p>8.5.7.3 Routine network modifications do not include constructing new UNE Dedicated</p>	

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DOCKET # TO-2005-0336

**MASTER LIST OF ISSUES BETWEEN SBC MISSOURI
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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.</p> <p>8.5.7.4 SBC MISSOURI shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC MISSOURI's retail customers.</p> <p>8.5.7.5 Notwithstanding anything to the contrary herein, SBC MISSOURI's obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.</p> <p><u>8.5.7.6 Intentionally Left Blank</u></p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>15.12 Routine Network Modifications</p> <p>15.12.1 SBC MISSOURI shall make routine network modifications to UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE</p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>Dedicated Transport Dark Fiber facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.</p> <p>15.12.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and SBC MISSOURI is not obligated to perform those activities for a requesting Telecommunications Carrier.</p> <p>15.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber;</p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.</p> <p>15.12.4 SBC MISSOURI shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to SBC MISSOURI's retail customers.</p> <p>15.12.5 Notwithstanding anything to the contrary herein, SBC MISSOURI's obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.</p> <p><u>15.12.6 Intentionally Left Blank</u></p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>SBC MISSOURI's Issue Statement:</p> <p>For DS1 and DS3 Transport, where the FCC has declared that it is Declassified on routes between wire centers meeting certain criteria, how will the Parties implement the Declassification of such transport, where it was previously ordered under the Agreement on routes that were not, at that time, Declassified?</p>	19	<p>SBC 8.1, 8.2, 8.3.1, - 8.4.1, 8.5.2 – 8.5.6 AT&T 8.0-8.1, 8.2-8.4.1, 8.5.2 – 8.5.61</p>	<p>8.0 <u>Unbundled</u> DS1 and DS3 Dedicated Transport</p> <p>8.1 Subject to Section 2 of this Attachment UNEs, <u>and subject to the Rider</u>, SBC MISSOURI shall provide <u>nondiscriminatory access to</u> UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.</p> <p>8.2 For purposes of this Agreement, the following definitions apply:</p> <p>8.3.1 Subject to the caps set</p>	<p>Yes. the TRRO confirmed that SBC still has an obligation to provide access to Dedicated Transport pursuant to Section 251 of the Act. In addition, SBC is still obligated to provide Dedicated Transport to AT&T at TELRIC-based rates under section 271 and state law. The continued availability of Dedicated Transport at cost-based rates is essential to the continuation of competition in the local phone market and would promote consumer choice. The</p>

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MASTER LIST OF ISSUES BETWEEN SBC MISSOURI AND AT&T
ATTACHMENT 6: LAWFUL UNES (LAWFUL PROVISION OF ACCESS TO UNBUNDLED DEDICATED TRANSPORT)

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>AT&T's Issue Statement: Should SBC be required to provide unbundled access to unbundled dedicated transport, and, if so, under what terms and conditions?</p> <p>What process should be used to confirm the identification of relevant wire centers?</p> <p>What are the appropriate terms for the conversion of Transitional Declassified Network Elements?</p>			<p>forth in Sections 8.3.5 and 8.3.6 <u>and the Rider</u>, UNE DS1/DS3 Dedicated Transport will be provided only where such facilities exist at the time of AT&T request, and only over routes that are not Declassified.</p> <p>8.3.3 SBC MISSOURI will provide UNE DS1 and DS3 Transport to a requesting AT&T only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).</p> <p>8.3.4 UNE DS1 and DS3 Transport includes, as follows:</p> <p>8.3.4.1 Multiplexing – an option ordered in conjunction with UNE DS1 or DS3 Dedicated Transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UNE DS1 or DS3 Dedicated Transport.</p> <p>8.3.4.2 Other Optional features are outlined in Attachment Pricing.</p> <p>8.3.5 DS3 Transport “Caps”</p> <p>8.3.5.1 SBC MISSOURI is not obligated to provide to AT&T more</p>	<p>terms and conditions outlined in AT&T's proposed language provide for orderly and appropriate mechanisms for continued non-discriminatory access to unbundled Dedicated Transport facilities consistent with SBC's current obligations. Accordingly, AT&T's proposed language, should be adopted.</p> <p>See Issue 17 regarding identification of relevant wire centers.</p> <p>See Issue 17 regarding the appropriate terms for conversion of Transitional Network Elements.</p>

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>than twelve(12) DS3 UNE Dedicated Transport circuits on each route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, AT&T may not order or otherwise obtain, and AT&T will cease ordering unbundled DS3 Dedicated Transport once AT&T has already obtained twelve DS3 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, AT&T submits such an order, SBC MISSOURI <u>will</u> accept the order, but convert any requested DS3 UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to AT&T for such DS3 Dedicated Transport circuits as of the date of provisioning.</p> <p>8.3.6 DS1 Transport “Caps”</p> <p>8.3.6.1 SBC MISSOURI is not obligated to provide to AT&T more than ten (10) DS1 UNE Dedicated Transport circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, AT&T may not order or otherwise obtain,</p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>and AT&T will cease ordering unbundled DS1 Dedicated Transport once AT&T has already obtained ten DS1 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, AT&T submits such an order, SBC MISSOURI will accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to AT&T for such DS1 Dedicated Transport circuits as of the date of provisioning.</p> <p>8.4 Diversity</p> <p>8.4.1 When requested by AT&T, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of AT&T request, Physical diversity shall be provided for UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.</p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>8.5.2 DS1 Transport Declassification</p> <p>8.5.2.1 Subject to the cap described in Section 8.3.6, SBC MISSOURI shall provide AT&T with access to UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such SBC MISSOURI must provide UNE DS1 Dedicated Transport under this Agreement only if a wire center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on routes between Tier 1 Wire Centers are Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, AT&T may not order or otherwise obtain, and AT&T will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).</p> <p>8.5.3 DS3 Transport Declassification</p> <p>8.5.3.1 Subject to the cap</p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<p>described in Section 8.3.5, SBC MISSOURI shall provide AT&T with access to UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such SBC MISSOURI must provide UNE DS3 Dedicated Transport under this Agreement only if a wire center on either end of the requested route is a Tier 3 Wire Center. If both wire centers defining a requested route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such routes are Declassified and no longer available as UNES under this Agreement. Accordingly, AT&T may not order or otherwise obtain, and AT&T will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).</p> <p><u>8.5.4 Intentionally Left Blank</u></p> <p><u>8.5.5 Intentionally Left Blank</u></p> <p><u>8.5.6 Intentionally Left Blank</u></p>	

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
SBC MISSOURI's Issue Statement: Is AT&T allowed access to Digital Cross-Connect System (DCS)	20	SBC 8.3, 8.3.5.1 AT&T 8.3.5.1 -8.3.5.1.3	8.3.5 Digital Cross-Connect System (DCS) <u>8.3.5.1 SBC MISSOURI will offer Digital Cross-Connect System</u>	Yes. to the extent SBC still has an obligation to provide access to Dedicated Transport, including DCS, pursuant to Section 251 of

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>as part of Unbundled Dedicated Transport (UDT) in light of the <i>USTA II</i> decision?</p> <p>AT&T's Issue Statement: Should SBC be required to provide access to DCS, and, if so, under what terms and conditions?</p>			<p><u>(DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers, or additional functionality as the Parties may agree.</u></p> <p><u>8.3.5.1.1 DCS Establishment Charge – This charge applies for the initial setup of the AT&T database. The database setup is a grid, built by SBC MISSOURI, that contains all of the unbundled dedicated transport circuits, loops, and other interoffice facilities that AT&T will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting AT&T to control its own circuits. Also included is initial training on the system.</u></p> <p><u>8.3.5.1.2 Database Modification Charge – This charge applies each time AT&T requests a modification of its database. A modification can be an addition or deletion of circuits terminating on a DCS, or a rearrangement of the database.</u></p> <p><u>8.3.5.1.3 Reconfiguration Charge – This charge applies per termination point per DCS each time the</u></p>	<p>the Act. And even if the FCC were to issue final rules that include a finding of non-impairment in regard to Dedicated Transport, SBC is still obligated to provide Dedicated Transport to AT&T at TELRIC-based rates under section 271 and state law. The continued availability of Dedicated Transport at cost-based rates is essential to the continuation of competition in the local phone market and would promote consumer choice. DCS is a functionality that is part of the unbundled Dedicated Transport UNE and therefore SBC has an obligation to provide access to DCS as well.</p>

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
			<u>routing of AT&T circuit is changed. As an example, if AT&T has a circuit routing from its location "A" through two DCS offices to its location "B" and wants to reconfigure this circuit so that it is routed from "A" through two different DCS offices to location "C", four reconfiguration charges would apply. Two charges would apply for disconnecting from the original DCS offices and two charges would apply for connecting at the new DCS offices. The Reconfiguration Charge will be provided in two forms and be priced uniquely: (1) SBC MISSOURI Provided; and (2) AT&T Provided.</u>	
AT&T's Issue Statement: If SBC does not provide timely access to an unbundled loop, should SBC be required to provide a broadband loop to AT&T under certain circumstances? SBC MISSOURI's Issue Statement: Does a broadband loop have to be provided as	21	4.2.1	4.2.1 SBC MISSOURI must provide timely access to unbundled loops <u>(i.e., the lesser of three days or the standard interval offered by SBC MISSOURI to its retail customers).</u> Notwithstanding the provisions set forth in the Performance Measurements section of the Agree, if SBC MISSOURI is <u>unable to provide timely access to unbundled loops (including causes due to lack of efficient processes or systems) and if SBC MISSOURI has established, or can establish via</u>	Yes. If SBC denies prompt access to a "raw" loop (e.g., copper pairs, fiber strands), it has effectively denied AT&T access to a broadband loop. That denial may be in the form of outright rejection of AT&T's order or delay in delivering the access, possibly caused by SBC's own engineering practices/policies that inhibit CLEC's ability to establish broadband connectivity via CLEC-deployed electronics on UNE loops. An unbundled pair of

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
an alternative element to AT&T when broadband is no longer required under 251?			<u>routine network modifications, broadband connectivity to the customer premise, then SBC MISSOURI must provide timely access to a broadband loop (including all of the functions, features, and capabilities of the broadband loop until such time as access to the unbundled loop is completed.</u>	copper wires or individual fiber strand, coupled with CLEC-deployed electronics, enables a CLEC to provide a wide range of services including POTS, meter-reading, alarm circuits, and even DSL and video. It is this broad spectrum of capability that AT&T seeks, and is justly afforded by the TRO, when it seeks access to an unbundled, raw (copper or fiber) loop. Consider the following from the federal rules: The loop “includes all features, functions, and capabilities of such transmission facility...” (47 CFR § 51.309(a)), and “[A]n incumbent LEC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop ... for which a requesting telecommunications carrier may obtain or has obtained access...” (47 CFR § 51.319(a)(9)). In other words, AT&T is entitled to the full capability of the loop, and the ILEC shall not inhibit a CLEC’s access to such capability. The language that AT&T has proposed ensures that AT&T gets timely access to at least some of the

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
				<p>capability that it otherwise would realize if it had access to the raw loop, and provides incentive for SBC to quickly remedy whatever obstacle it has in its network that is preventing AT&T from accessing the loop. Although AT&T would still be held hostage from tapping the full capability of the loop (e.g., for DSL or OCn service), AT&T will at least be able to offer the consumer an interim service arrangement albeit via a less-desirable technique. Note that AT&T's proposed language also provides a just remedy for those situations where SBC has, through its sole discretion, modified its loops such that it cannot offer a raw UNE-L pathway in a timely manner (e.g., copper retirements, conversion to a DLC-based loop, etc.) – a scenario which, without appropriate checks and balances, will blossom as a technique for squelching competition from facilities-based providers. Therefore, AT&T's proposed language should be chosen as the appropriate assurance against anti-competitive behavior.</p>

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
<p>SBC MISSOURI's Issue Statement: Is SBC MISSOURI obligated to provide UNE switching, and the rest of a UNE-P, at TELRIC pricing even there has been no finding that impairment exists as to UNE switching?</p> <p>AT&T's Issue Statement: Where SBC does not provide full functionality of a 2-wire loop due to SBC MISSOURI's network configuration, must SBC provide AT&T UNE-P at TELRIC?</p>	22	4.3.1	<p>4.3.1 The standard for 2-Wire analog loop is loss not exceeding 8 dB. SBC will offer 2-Wire analog loop not to exceed 5dB as an option which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz. <u>Where AT&T cannot provide a requesting customer with the full functionality of a 2-wire analog loop due to network configurations made at SBC MISSOURI's discretion, SBC MISSOURI must provide AT&T with UNE-P at TELRIC pricing, as an interim remedy until such time as SBC MISSOURI can provide a fully functional 2-wire analog loop.</u></p>	<p>Yes. A 2-wire loop is the most basic form of loop in the network today. It is merely a pair of wires contained within an outside plant cable, along with associated passive apparatus. However, such loops have the capability of providing a wide range of services including POTS, meter-reading, alarm circuits, and even DSL. It is this broad spectrum of capability that AT&T seeks, and is justly afforded by the TRO, when it seeks access to an unbundled 2-wire loop. Consider the following from the federal rules: The loop "includes all features, functions, and capabilities of such transmission facility..." (47 CFR § 51.309(a)), and "[A]n incumbent LEC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop ... for which a requesting telecommunications carrier may obtain or has obtained access..." (47 CFR § 51.319(a)(9)). In other words, AT&T is entitled to the full capability of the loop, and the ILEC shall not inhibit a CLEC's access to such capability.</p>

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Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
				<p>The language that AT&T has proposed ensures that AT&T gets timely access to at least some of the capability that it otherwise would realize if it had access to the 2-wire loop, and provides incentive for SBC to quickly remedy whatever obstacle it has in its network that is preventing AT&T from accessing the 2-wire loop. Although AT&T would still be held hostage from tapping the full capability of the 2-wire loop (e.g., for DSL service), AT&T will at least be able to offer the consumer voice-grade service albeit via the less-desirable UNE-P technique. Note that this approach (UNE-P until the 2-wire loop is available) also provides a just remedy for those situations where SBC has, through its sole discretion, modified its loops such that it cannot offer a 2-wire facility in a timely manner (e.g., copper retirements, conversion to a DLC-based loop, etc.) – a scenario which, without appropriate checks and balances, will blossom as a technique for squelching competition from facilities-based providers. Therefore, AT&T’s proposed language should be chosen as the appropriate assurance</p>

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MASTER LIST OF ISSUES BETWEEN SBC MISSOURI AND AT&T
ATTACHMENT 6: LAWFUL USES (LAWFUL PROVISION OF ACCESS TO NETWORKS)

Issue	Issue #	Attachment & Sections	AT&T Language	AT&T Preliminary Position
				against anti-competitive behavior.

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