

Attachment III.A Part 7 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Subpoint F: Routine Network Modifications			
AT&T UNE 6	2.5 None.	2.5 SBC MISSOURI will provide Unbundled Network Elements as outlined in this attachment where spare facilities exist in SBC MISSOURI's network at the time of AT&T's request. Though SBC MISSOURI will not construct new facilities, SBC MISSOURI is willing to consider modifications to its network as may be required by the Act to make spare facilities available to AT&T for Unbundled Network Element orders. If spare facilities are not available, AT&T may request the facilities via the Bona Fide Request process described below.	SBC's language is consistent with the Arbitrator's Report.
AT&T UNE 18		4.8 Routine Network Modifications – Unbundled Loop Facilities	
AT&T UNE 18		4.8.1 SBC MISSOURI shall make routine network modifications to UNE Local <b>Loop</b> 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.	SBC's language is consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 18		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 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.	No apparent dispute.
AT&T UNE 18		4.8.3 Routine network modifications do not include constructing new loops; installing new cable; securing permits <b>or</b> , 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.	No apparent dispute.
AT&T UNE 18		4.8.4 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.	No apparent dispute.
AT&T UNE 18	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 0switched or packet transmission service, or removing copper loops or subloops from the network, provided SBC MISSOURI complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).	4.8.5 This Agreement does not require SBC MISSOURI to deploy time division multiplexing-based <b>features, functions and</b> 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 <b>features, functions and</b> capabilities; to deploy TDM <b>voice grade transmission capacity</b> into new or existing networks that never had TDM capability; nor does this Agreement prohibit SBC MISSOURI from upgrading a customer from a <b>TDM-based</b> service 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 copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).	AT&T's language is most consistent with the Arbitrator's Report.
AT&T UNE 18	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.	4.8.6 Notwithstanding anything to the contrary herein, SBC MISSOURI's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling <b>and, as to access to the TDM capabilities of SBC MISSOURI's hybrid loops, only with respect to any existing capabilities of SBC MISSOURI's hybrid loops. SBC MISSOURI has not obligation to perform routine network modifications in connection with</b> FTTH loops or FTTC loops.	AT&T's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 18	<u>4.8.7 Intentionally Left Blank</u>	4.8.7 SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Attachment, and the Schedule of Prices. A rate for any routine network modification shown as "ICB" in the Schedule of Prices or the applicable tariff indicates that the Parties have not negotiated, and/or that the Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.	SBC's language is consistent with the Arbitrator's Report.
AT&T UNE 18	<u>8.5.7.6 Intentionally Left Blank</u>	8.5.7 Routine Network Modifications – <b>Lawful</b> UNE Dedicated Transport	SBC's language is not consistent with the Arbitrator's Report.
AT&T UNE 18	<u>15.12.6 Intentionally Left Blank</u>	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 <b>Lawful</b> UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the <b>Lawful</b> UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.	SBC's language is not consistent with the Arbitrator's Report.
AT&T UNE 18		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.	No apparent dispute.
AT&T UNE 18		8.5.7.3 Routine network modifications do not include constructing new <b>Lawful</b> UNE Dedicated 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.	SBC's language is not consistent with the Arbitrator's Report.

Attachment III.A Part 7 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T UNE 18		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.	No apparent dispute.
AT&T UNE 18		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.	No apparent dispute.
AT&T UNE 18		8.5.7.6 SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Attachment , and in the state specific Attachment Pricing. A rate for any routine network modification shown as "ICB" in Attachment Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.	SBC's language is consistent with the Arbitrator's Report.
AT&T UNE 18		15.12 Routine Network Modifications	
AT&T UNE 18		15.12.1 SBC MISSOURI shall make routine network modifications to <b>Lawful</b> UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to <b>Lawful</b> 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.	SBC's language is not consistent with the Arbitrator's Report.
AT&T UNE 18		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.	No apparent dispute.

Attachment III.A Part 7 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T UNE 18		15.12.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; 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.	No apparent dispute.
AT&T UNE 18		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.	No apparent dispute.
AT&T UNE 18		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.	No apparent dispute.
AT&T UNE 18		15.12.6 SBC MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in this Attachment. A rate for any routine network modification shown as "ICB" in Attachment Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.	SBC's language is consistent with the Arbitrator's Report.
CC UNE 19	4.3.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers. Routine network modifications include <u>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; and attaching electronic and other equipment that SBC MISSOURI ordinarily attaches to a loop to activate such for its own customers.</u> Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. <u>Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier, and SBC MISSOURI is not obligated to perform those activities for CLEC.</u>	4.3.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own <b>retail</b> customers <b>without additional charges or minimum term commitments</b> . Routine network modifications include <b>those activities that SBC MISSOURI undertakes to provide service to its own retail customers using loops of the same type and capacity requested by the requesting telecommunications carriers under the same conditions and in the same manner that SBC MISSOURI does for its own retail customers, subject to the limitations of 4.3.3, below.</b> Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.	The CLEC Coalition's language is consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 19		4.3.3 Routine network modifications do not include constructing new loops; installing new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. SBC MISSOURI is not obligated to perform those activities for a requesting telecommunications carrier.	SBC's language is consistent with the Arbitrator's Report.
CC UNE 19		4.3.4 SBC MISSOURI shall determine whether or 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' retail customers.	SBC's language is consistent with the Arbitrator's Report.
CC UNE 19		4.3.5 This Agreement does not require SBC MISSOURI to deploy time division multiplexing-based features, functions and 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 features, functions and capabilities; nor does this Agreement prohibit SBC MISSOURI from upgrading a customer from a TDM-based service 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 copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).	SBC's language is not consistent with the Arbitrator's Report.
<b>Wiltel UNE 28</b>	8.5.1 SBC-13STATE shall make <u>all</u> routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. SBC-13STATE shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.	8.5.1 SBC-13STATE shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. SBC-13STATE shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.	No apparent dispute.
<b>Wiltel UNE 28</b>	8.5.2 A routine network modification is an activity that SBC-13STATE 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 the incumbent LEC ordinarily attaches to activate such loops for its own customers, under the same conditions and in the same manner that SBC-13STATE does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. SBC-13STATE will place drops in the same manner as it does for its own customers.	8.5.2 A routine network modification is an activity that SBC-13STATE 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 the incumbent LEC ordinarily attaches to activate such loops for its own customers, under the same conditions and in the same manner that SBC-13STATE does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. SBC-13STATE will place drops in the same manner as it does for its own customers.	No apparent dispute.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

<b>DP Issue: Section 3 - UNE</b>			
<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 28	8.5.3 Routine network modifications do not include constructing new Lawful UNE loops; installing new cable; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, conduits; or installing new terminals. <u>Except to the extent that they are undertaken for SBC-13STATE's own customers, routine network modification may not include</u> removing or reconfiguring packetized transmission facility; SBC-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.	8.5.3 Routine network modifications do not include constructing new Lawful UNE loops; installing new cable; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, conduits; or installing new terminals <b>or</b> removing or reconfiguring packetized transmission facility; SBC-13STATE is not obligated to perform those activities for a requesting telecommunications carrier.	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 28	8.5.4 SBC-13STATE 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-13STATE's customers.	8.5.4 SBC-13STATE 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-13STATE's <b>retail</b> customers.	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 28	8.5.6 Notwithstanding anything to the contrary herein, SBC-13STATE's obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and, as to access to the TDM capabilities of SBC-13STATE's hybrid loops, only with respect to any existing capabilities of SBC-13STATE's hybrid loops.	8.5.6 Notwithstanding anything to the contrary herein, SBC-13STATE's obligations with respect to routine network modifications <b>for Loops</b> apply only where the <b>particular</b> loop transmission facilities are subject to unbundling and, as to access to the TDM capabilities of SBC-13STATE's hybrid loops, only with respect to any existing capabilities of SBC-13STATE's hybrid loops. <b>SBC-13STATE has no obligation to perform routine network modifications in connection with FTTH loops or FTTC loops.</b>	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 28	13.7.1 SBC-13STATE shall make <u>all</u> 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-13STATE shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.	13.7.1 SBC-13STATE 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-13STATE shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 28	14.12.1 <b>SBC-12STATE</b> shall make <u>all</u> routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. SBC-12STATE shall perform routine network modifications to Lawful 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.	14.12.1 SBC-12STATE shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. SBC-12STATE shall perform routine network modifications to Lawful 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.	SBC's language is most consistent with the Arbitrator's Report.

Attachment III.A Part 7 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel UNE 29	8.5.6 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC CONNECTICUT). <u>Notwithstanding the Appendix Pricing, SBC-13STATE shall only impose a charge for any routine network modification to the extent that a particular cost associated with performing a routine network modification is not already recovered through existing UNE rates or any other rate or by any other means.</u>	8.5.6 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff (SBC CONNECTICUT). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 29	13.7.6 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff, as such tariff may be modified from time to time (SBC CONNECTICUT). <u>Notwithstanding the Appendix Pricing, SBC-13STATE shall only impose a charge for any routine network modification to the extent that a particular cost associated with performing a routine network modification is not already recovered through existing UNE rates or any other rate or by any other means.</u>	13.7.6 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff, as such tariff may be modified from time to time (SBC CONNECTICUT). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 29	14.12.6 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff, as such tariff may be modified from time to time (SBC CONNECTICUT). <u>Notwithstanding the Appendix Pricing, SBC-13STATE shall only impose a charge for any routine network modification to the extent that a particular cost associated with performing a routine network modification is not already recovered through existing UNE rates or any other rate or by any other means.</u>	14.12.6 SBC-12STATE shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (SBC-12STATE), and in the state specific Appendix Pricing (SBC-12STATE) or by tariff, as such tariff may be modified from time to time (SBC CONNECTICUT). A rate for any routine network modification shown as "ICB" in Appendix Pricing or the applicable tariff indicates that the Parties have not negotiated, and/or that the State Commission has not reviewed and approved, a specific rate for that routine network modification. The ICB rate shall be determined on an individual case basis and shall reflect an engineering estimate of the actual costs of time and materials required to perform the routine network modification; provided, however, that the ICB rate shall not include any costs already recovered through existing, applicable recurring and non-recurring charges. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates for such routine network modifications or specific rates are otherwise established for such routine network modifications.	SBC's language is most consistent with the Arbitrator's Report.



**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>MCI UNE 29</b>	9.9 Routine Network Modifications – Lawful UNE Local Loops:	9.9 Routine Network Modifications – Lawful UNE Local Loops:	
MCI UNE 29	9.9.1 <u>Intentionally Omitted.</u>	9.9.1 <b>SBC MISSOURI shall make routine network modifications to Lawful unbundled Local Loop facilities used by MCI where the requested Lawful loop facility has already been constructed. SBC MISSOURI shall perform routine network modifications to Lawful unbundled 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.</b>	Except for "lawful", SBC's language is most consistent with the Arbitrator's Report.
MCI UNE 29	9.9.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own end user customers. Routine network modifications include, but are not limited to, 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; and attaching electronic and other equipment that SBC MISSOURI ordinarily attaches to a Lawful DS1 Loop to activate such loop for its own End Users <u>For routine network modification for</u> Lawful UNE Dark Fiber Loops, <u>see</u> section 12.11 of this Appendix. 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 constructing new loops, installing new cable, securing permits or rights-of-way, <u>or</u> constructing new manholes, or conduits, or installing new terminals. for MCI, and SBC MISSOURI	9.9.2 A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own end user customers <b>where there are no additional charges or minimum term commitments</b> Routine network modifications include, but are not limited to, rearranging or splicing of <b>existing</b> 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 a Lawful UNE DS1 Loop to activate such loop for its own End Users <b>under the same conditions and in the same manner that SBC MISSOURI does for its own End Users. They also include activities needed to enable a MCI to obtain access to Lawful UNE Dark Fiber Loop, as provided in</b> section 12.11 of this Appendix. 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 constructing new loops, installing new cable, <b>; splicing cable at a</b>	MCI's language is most consistent with the Arbitrator's Report.
MCI UNE 29	9.9.2.1 <u>Intentionally Omitted.</u>	9.9.2.1 <b>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' retail customers.</b>	SBC's language is consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 29	9.9.2.2 Intentionally Omitted.	9.9.2.2 This agreement does not require SBC MISSOURI to deploy time division multiplexing-based features, functions and 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 features, functions and capabilities; nor does this Agreement prohibit SBC MISSOURI from upgrading a customer from a TDM-based service to a packet switched or packet transmission service, or removing copper loops from the network, provided SBC MISSOURI complies with the copper loop or copper subloop retirement rules in 47 C.F.R. 51.319(a)(3)(iii).	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 29	9.9.3 Intentionally Omitted.	9.9.3 SBC MISSOURI MISSOURI shall provide routine network modifications at the rates, terms and conditions set out in Appendix Pricing.	SBC's language is consistent with the Arbitrator's Report.
<b>MCI UNE 41</b>	15.12 Routine network modifications.	15.12 Routine network modifications.	
MCI UNE 41	15.12.1 SBC MISSOURI shall make all routine network modifications to unbundled Dedicated Transport facilities used by MCI in where the requested Dedicated Transport facilities have already been constructed. In addition, SBC MISSOURI shall perform all routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own customers or affiliates. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. They also include activities needed to enable a requesting telecommunications carrier to light a dark fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing eq	15.12.1 SBC MISSOURI shall make routine network modifications to Lawful unbundled Dedicated Transport ("UDT") facilities used by requesting telecommunications carriers where the requested Lawful UDT facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to Lawful UDT facilities in a nondiscriminatory fashion, without regard to whether the Lawful UDT facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that SBC MISSOURI regularly undertakes for its own end user customers where there are no additional charges or minimum term commitments. Routine network modifications include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer under the same conditions and in the same manner that SBC MISSOURI does for its own end user customers. Routine network modifications may entail activities such as a	MCI's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>CC UNE 35</b>	<p>2.32.4 SBC MISSOURI will provide notification of network changes in accordance with 47 CFR Section 51:325-335. <u>six or twelve month notice to CLEC pursuant to Section 2.17.3, CLEC may submit a request within thirty (30) days of CLEC's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SBC is permitted to provide less than six months notice, CLEC may submit such request within ten days of CLEC's receipt of SBC's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SBC, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by CLEC, including any expenses associated with changes in facilities, operations or procedure of SBC, network protection criteria, or operating or maintenance characteristics of the facilities for a period of not more than 12 months, exclusive of the notice period, unless the parties agree otherwise. To the extent requested characteristics are not specifically provided</u></p>	<p>2.32.4 SBC MISSOURI will provide notification of network changes in accordance with 47 CFR Section 51:325-335.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
<b>CC UNE 46</b>	<p>4.4.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) SBC MISSOURI will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, SBC MISSOURI will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities. <u>"Spare" means an existing digital loop carrier unbundled loop that is not defective and is either (1) not currently being used to provide service to any customer or (2) is being used to serve a customer but that customer has decided to migrate to CLEC and CLEC has requested reuse of the loop and will port customer's telephone number to CLEC.</u></p>	<p>4.4.1.2 If CLEC requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) SBC MISSOURI will, where available, move the requested unbundled loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled loop at no additional charge to CLEC. If, however, no spare unbundled loop is available, SBC MISSOURI will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

Attachment III.A Part 7 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 12	4.3.1.2 If CLEC requests one or more UNE loops serviced by Integrated Digital Loop Carrier (IDLC) SBC MISSOURI will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier UNE loop at no additional charge to CLEC. If however, no spare UNE loop is available, as defined above, SBC MISSOURI will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities. "Spare" means <u>an existing digital loop carrier unbundled loop that is not defective and is either (1) not currently being used to provide service to any customer or (2) is being used to serve a customer but that customer has decided to migrate to CLEC and CLEC has requested reuse of the loop and will port customer's telephone number to CLEC.</u>	4.3.1.2 If CLEC requests one or more <b>Lawful</b> UNE loops serviced by Integrated Digital Loop Carrier (IDLC) SBC MISSOURI will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier <b>Lawful</b> UNE loop at no additional charge to CLEC. If however, no spare <b>Lawful</b> UNE loop is available, as defined above, SBC MISSOURI will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.	Except for "lawful", SBC's language is most consistent with the Arbitrator's Report.
CC UNE 69	3.1 SBC MISSOURI technicians will provide repair service on Unbundled Network Elements Combinations, <u>and Commingled Unbundled Network Elements</u> that is at least equal in quality to that provided to SBC MISSOURI customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC MISSOURI customers. CLEC and SBC MISSOURI agree to use the severity and priority restoration guidelines set forth in SBC MISSOURI MMP 94-08-001 dated April 1996, and as subsequently modified. <u>The Parties agree that their mutual objective is to identify and correct the cause of the trouble requiring repair, not simply eliminate a symptom of the underlying trouble. Where SBC MISSOURI identifies the cause as being within SBC MISSOURI's network, facilities and control, SBC MISSOURI shall take appropriate steps to correct the cause of the trouble. CLEC shall be responsible for correcting the cause of the trouble if the cause lies in CLEC's network, facilities and control. The Parties further agree that, where the root cause of the underlying trouble is debatable or difficult to identify, CLEC and SBC M</u>	3.1 SBC MISSOURI technicians will provide repair service on <b>Lawful</b> Unbundled Network Elements <b>and Lawful</b> Combinations, that is at least equal in quality to that provided to SBC MISSOURI customers; trouble calls from CLEC will receive response time and priorities that are at least equal to that of SBC MISSOURI customers. CLEC and SBC MISSOURI agree to use the severity and priority restoration guidelines set forth in SBC MISSOURI MMP 94-08-001 dated April 1996, and as subsequently modified. <b>Performance Measurements are found in Attachment 17.</b>	Except for "lawful", SBC's language is most consistent with the Arbitrator's Report.
CC UNE 70	5.0 <u>Emergency Restoration</u>	5.0 Emergency Restoration Plan	

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 70	<u>5.1 SBC MISSOURI will provide CLEC with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:</u>	<u>5.1 SBC MISSOURI NMSC will notify the CLEC via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when the CLEC reports trouble to the LOC, the LOC will notify the affected CLEC;</u>	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 70	<u>5.2 The establishment of a single point of contact (SPOC) responsible for initiating and coordinating the information relating to the status of maintenance/restoration efforts and problem resolution for all unbundled Network Elements and Combinations for CLEC;</u>	<u>5.1.1 establishment of the SBC MISSOURI LOC as the single point of contact to provide CLEC with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process;</u>	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 70	<u>5.3 Disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19, 1996, and as subsequently modified;</u>	<u>5.1.2 methods and procedures for reprovisioning of all Resale services after initial restoration. SBC MISSOURI agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SBC MISSOURI TSP services for restoration. SBC MISSOURI then will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.</u>	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 70	<u>5.4 The SBC MISSOURI NMSC will notify CLEC's NMC of all activities involving central office and interoffice networks;</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 70	<u>5.5 The SBC MISSOURI LOC (Local Operations Center) will notify the CLEC CNSC of any local loop facility activities or failures, as the SBC MISSOURI LOC becomes aware of them. SBC MISSOURI must notify CLEC of maintenance work in the following situations: (1) when maintenance activity is planned; (2) when there are unexpected major outages. When a network element is dedicated to CLEC, SBC MISSOURI must work with CLEC to schedule maintenance activity. SBC MISSOURI must make reasonable accommodations to CLEC when scheduling the maintenance of a dedicated network element.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC UNE 70	<u>5.6 SBC MISSOURI's Emergency Restoration Plan will also include methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC UNE 70	<u>5.7 Methods and procedures for reprovisioning of all unbundled Network Elements Combinations, and Commingled Elements after initial restoration. SBC MISSOURI agrees that Telecommunications Service Priority ("TSP") services for CLEC carry equal priority with SBC MISSOURI TSP services for restoration. SBC MISSOURI will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SBC MISSOURI Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC UNE 70	<u>5.8 Site specific disaster recovery plans for LOC and LSC provisioning work centers in accordance with LOC Disaster Recovery Plan Summary dated July 2, 1999, and SWBT LSC Plan dated July 2, 1999, and as subsequently modified;</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC UNE 70	<u>5.9 Site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified; and</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC UNE 70	<u>5.10 Generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
<b>CC UNE 71</b>	<u>7.6 When SBC MISSOURI responds to a CLEC trouble ticket with "no trouble found," CLEC may request a joint test to be conducted by an SBC MISSOURI technician and, at CLEC's discretion, either a CLEC technician, a vendor technician and/or CLEC's NOC.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 71	<u>10.0 Testing</u>		
CC UNE 71	<u>10.1 All Unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SBC MISSOURI. Upon receipt of a trouble report on Network Element(s), SBC MISSOURI will test and sectionalize all elements purchased from (or provided by) SBC MISSOURI. If SBC MISSOURI determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SBC MISSOURI will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling. SBC MISSOURI shall support CLEC's request for a joint test, as described in Section 7.7.</u>	<u>10.1 All <b>Lawful</b> Unbundled Network Elements and/or <b>Lawful</b> Combination of Element troubles determined not to be end-user customer related or in CLEC's provided network facilities will be reported by CLEC to SBC MISSOURI. Upon receipt of a trouble report on <b>Lawful Unbundled</b> Network Element(s), SBC MISSOURI will test and sectionalize all elements purchased from (or provided by) SBC MISSOURI. If SBC MISSOURI determines that a trouble is isolated or sectionalized in network facilities provided by CLEC, then SBC MISSOURI will refer the trouble ticket back to the CLEC Work Center (CNSC) for handling.</u>	The CLEC Coalition's language is consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>MCI UNE 35</b>	12.12 Routine Network Modifications -	12.12 Routine Network Modifications - <b>Unbundled Dedicated Transport Dark Fiber and Unbundled Loop Dark Fiber</b>	MCI's language is most consistent with the Arbitrator's Report.
MCI UNE 35	12.12.1 SBC MISSOURI shall make routine network maintenance modifications to unbundled Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber facilities used by MCI <u>in accordance with routine network modification requirements, dedicated transport, and local loops as set forth in this Appendix UNE.</u>	12.12.1 SBC MISSOURI shall make routine network maintenance modifications to unbundled Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber facilities used by MCI <b>for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber or Loop Dark Fiber facilities have already been constructed. SBC MISSOURI shall perform routine network modifications to unbundled Lawful UNE Dedicated Transport Dark Fiber and Loop Dark Fiber in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport Dark Fiber or Loop Dark Fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.</b>	MCI's language is most consistent with the Arbitrator's Report.
MCI UNE 35	<u>12.12.1.1 Intentionally Omitted</u>	12.12.1.1 SBC MISSOURI will make routine network modifications for Lawful dark fiber loop facilities as outlined in sections 9.7.1 to 9.7.3 of <b>this Appendix.</b>	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 35	<u>12.12.1.2 Intentionally Omitted</u>	12.12.1.2 SBC MISSOURI will make routine network modifications for Lawful dark fiber unbundled dedicated transport facilities as outlined in sections 15.11.1. to 15.11.4 of this appendix.	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 35	<u>12.12.2 Intentionally Omitted</u>	12.12.2 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.	SBC's language is not consistent with the Arbitrator's Report.
MCI UNE 35	<u>12.12.2.1 Intentionally Omitted</u>	12.12.2.1 SBC MISSOURI shall provide routine network modifications <b>at the rates, terms and conditions set out in this Appendix Lawful UNE and in the Appendix Pricing.</b>	SBC's language is consistent with the Arbitrator's Report.
<b>Wiltel UNE 31</b>	19.13 Maintenance of Elements	19.13 Maintenance of Elements	
Wiltel UNE 31	19.13.1 If trouble occurs with Lawful UNEs provided by SBC-13STATE, CLEC will first determine, <u>to the extent reasonably practicable</u> , whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC-13STATE's equipment and/or facilities, CLEC will issue a trouble report to SBC-13STATE.	19.13.1 If trouble occurs with Lawful UNEs provided by SBC-13STATE, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC-13STATE's equipment and/or facilities, CLEC will issue a trouble report to SBC-13STATE.	Except for "lawful", SBC's language is consistent with the Arbitrator's Report.

Attachment III.A Part 7 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wittel UNE 31	19.13.2 None	19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and SBC-13STATE dispatches personnel to the End User's premises or an SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.	Except for "lawful", SBC's language is consistent with the Arbitrator's Report.
Wittel UNE 31	19.8.1 SBC-13STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and SBC-13STATE dispatches personnel to the End User's premises or an SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing, <u>provided such dispatches are reasonable under the circumstances.</u>	19.8.1 SBC-13STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and SBC-13STATE dispatches personnel to the End User's premises or an SBC-13STATE Central Office and trouble was not caused by SBC-13STATE's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.	Except for "lawful", SBC's language is most consistent with the Arbitrator's Report.
Wittel UNE 31	19.9 CLEC shall pay Time and Material charges when SBC-13STATE dispatches personnel and the trouble is in equipment or communications systems <u>which are owned and controlled by</u> an entity other than SBC-13STATE, unless covered under a separate maintenance agreement.	19.9 CLEC shall pay Time and Material charges when SBC-13STATE dispatches personnel and the trouble is in equipment or communications systems <b>provided</b> an entity <b>by</b> other than <b>SBC-13STATE or in detariffed CPE provided by</b> SBC-13STATE, unless covered under a separate maintenance agreement.	SBC's language is consistent with the Arbitrator's Report.
Wittel UNE 31	19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise <u>reasonably</u> require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.	19.10 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.	SBC's language is consistent with the Arbitrator's Report.
Wittel UNE 31	19.11 If CLEC issues a trouble report allowing SBC-13STATE access to End User's premises and SBC-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the <u>reasonable</u> period of time that SBC-13STATE personnel are dispatched <u>up to the time at which access is finally gained.</u> Subsequently, if SBC-13STATE personnel are allowed access to the premises, these <u>pre-access</u> charges will still apply.	19.11 If CLEC issues a trouble report allowing SBC-13STATE access to End User's premises and SBC-13STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-13STATE personnel are dispatched. Subsequently, if SBC-13STATE personnel are allowed access to the premises, these charges will still apply.	SBC's language is ocnsistent with the Arbitrator's Report.
<b>Subpoint G: Other UNE Issues</b>			
CC UNE 63 CC UNE 63	3.3 <u>SBC MISSOURI and CLEC will work together to develop methods and procedures between SBC MISSOURI's LSC and CLEC's corresponding Work Center(s) and between SBC MISSOURI's LOC and CLEC's corresponding Work Center(s) regarding systems, work center interfaces, and to establish an agreed upon process for changing methods and procedures. An error resolution team in the LSC will deal specifically with those service orders in error status after the order has reached completion status, but before the order has posted to SBC MISSOURI's billing system. SBC MISSOURI will clear any such errors prior to the next SBC-MISSOURI billing date applicable to that order.</u>	3.3 <b>Each Party will work together via the CLEC User Forum to share issues and address concerns regarding processes which impact the Parties. The CLEC User Forum is the primary process for each Party to address non-OSS issues that impact daily business practices of multiple LECs. The Account Manager is the primary contact for each Party to address non-OSS issues that impact the daily business practices for a specified LEC.</b>	SBC's language is most consistent with the Arbitrator's Report.



**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>CC UNE 66</b>	8.1 CLEC may request that a billing item be investigated on the SBC MISSOURI provided bill. The CLEC is required to follow the existing billing dispute guidelines by submitting the billing dispute form available in the CLEC Handbook and supplying applicable information to the SBC MISSOURI Local Service Center (LSC). The SBC MISSOURI LSC will perform investigation on each disputed item. <u>The LSC shall complete its investigation and inform CLEC of the results within 90 days of receipt of CLEC's dispute submission, unless the Parties mutually agree to a longer period of time based on the complexity of the nature of the dispute.</u> Credits will be applied to the CLEC's bill for disputed billing items that the SBC MISSOURI LSC finds to be unsustainable, no credits will be applied to the CLEC bill on sustainable billing items. <u>Credits will be applied to the same Billing Account Number (BAN) for which a billing item was the subject of dispute.</u> Once all dispute items included in a billing dispute claim are investigated, the claim will be closed and the CLEC notified of completion. <u>If CLEC disagrees with the LSC's determination, C</u>	8.1 CLEC may request that a billing item be investigated on the SBC MISSOURI provided bill. The CLEC is required to follow the existing billing dispute guidelines by submitting the billing dispute form available in the CLEC Handbook and supplying applicable information to the SBC MISSOURI Local Service Center (LSC). The SBC MISSOURI LSC will perform investigation on each disputed item. Credits will be applied to the CLEC's bill for disputed billing items that the SBC MISSOURI LSC finds to be unsustainable, no credits will be applied to the CLEC bill on sustainable billing items. Once all dispute items included in a billing dispute claim are investigated, the claim will be closed and the CLEC notified of completion.	The CLEC Coalition's language is not consistent with the Arbitrator's Report.
<b>CC UNE 77</b>	3.2 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers. <u>Each Party agrees to appropriately monitor the conduct of its employees and agrees to take disciplinary action against any employee that discriminates against the other Party or disparages the other Party to the other Party's customers.</u>	3.2 Each Party will train its employees who have contact with the other Party not to discriminate against the other Party and not to disparage the other Party to the other Party's customers.	Neither parties language is consistent with the Arbitrator's Report. SBC's proposed compromise is acceptable.
<b>MCI UNE 6</b>	2.2 <u>MCIm may use a Network Element or a combination of Network Elements (including, without limitation, all network elements referred to as a Lawful UNE under this Agreement) for the provision of any Telecommunications Services; provided, however, that MCIm may not use a Network Element or combination (including, without limitation, all network elements referred to as a Lawful UNE under this Agreement) to provide exclusively mobile wireless telecommunications service or interexchange service (i.e., telecommunications service between stations in different exchange areas).</u>	2.3 <b>MCIm may not use SBC MISSOURI's Lawful unbundled Network Elements to provide services to other Telecommunications Carriers, including the exclusive provision of mobile wireless services, or long distance interexchange services (i.e. Telecommunications Service between different stations in different exchange areas).</b>	MCI's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

<b>DP Issue: Section 3 - UNE</b>			
<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>CC UNE 28</b>	2.2 Where processes, including processes for ordering and provisioning, for any UNE <u>or network element</u> available under this Agreement, whether alone or in conjunction with any other UNE(s), <u>network elements</u> or service(s), pursuant to this Agreement are not already in place, SBC-MISSOURI will develop and implement such processes, subject to any associated rates, terms and conditions <u>applicable under Commission-approved tariffs or this interconnection agreement</u> . SBC-MISSOURI shall use existing processes already developed, if possible; if doing so is not possible, SBC MISSOURI shall <u>promptly</u> within an agreed upon timeframe determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided however, that compliance with such guidelines shall not delay CLEC's ability to order and obtain any UNE beyond the agreed upon timeframe <u>date on which this Agreement is approved</u> .	2.2 Where processes, including processes for ordering and provisioning, for any UNE available under this Agreement, whether alone or in conjunction with any other UNE(s), or service(s), pursuant to this Agreement are not already in place, SBC-MISSOURI will develop and implement such processes, subject to any associated rates, terms and conditions SBC-MISSOURI shall use existing processes already developed, if possible; if doing so is not possible, SBC MISSOURI shall determine what new processes are necessary. The Parties will comply with any applicable Change Management guidelines or BFR guidelines as applicable provided however, that compliance with such guidelines shall not delay CLEC's ability to order and obtain any UNE beyond the <b>agreed upon timeframe</b>	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 28	2.12 SBC MISSOURI will provide nondiscriminatory access to the unbundled Network Elements identified and provided for in this Attachment, including combinations of <u>Network Elements and</u> Unbundled Network Elements, subject to the terms and conditions of this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use <u>Network Elements or the</u> Unbundled Network Elements identified in this Attachment to provide a telecommunications service under this Agreement. SBC-MISSOURI will allow CLEC to order each Unbundled Network Element individually or in combination with any other <u>Network Elements or any other</u> Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit CLEC to combine such Unbundled Network Elements with other Unbundled Network Elements <u>or Network Elements</u> 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	2.12 SBC MISSOURI will provide nondiscriminatory access to the unbundled Network Elements identified and provided for in this Attachment, including combinations of Unbundled Network Elements, subject to the terms and conditions of this Attachment. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements identified in this Attachment to provide a telecommunications service under this Agreement. SBC-MISSOURI will allow CLEC to order each Unbundled Network Element individually or in combination with any other Unbundled Network Elements, pursuant to Attachment 27: OSS in order to permit CLEC to combine such Unbundled Network Elements with other Unbundled Network Elements obtained from SBC-MISSOURI or with network components provided by itself or by third parties to provide telecommunications services to its <b>end user</b> 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	The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 28	2.21 Various Subsections below list the Unbundled Network Elements that SBC MISSOURI has agreed, subject to the other terms and conditions in this Agreement, to make available to CLEC for the provision by CLEC of a telecommunications service. SBC MISSOURI will make additional <u>Network Elements and</u> Unbundled Network Elements available pursuant to the BFR process set out in Section 2.28 of this Attachment.	2.22 Subject to the terms herein, SBC MISSOURI is responsible only for the installation, operation and maintenance of the <b>Unbundled</b> Network Elements it provides. SBC MISSOURI is not otherwise responsible for the telecommunications services provided by CLEC through the use of those elements.	The CLEC Coalition's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 28	2.27 The use of the term "lease" herein notwithstanding, <u>Network Elements</u> and <u>Section 251 and Section 271</u> Unbundled Network Elements provided to CLEC under the provisions of this Attachment will remain the property of SBC MISSOURI.	2.32.1 Each Unbundled Network Element provided by SBC MISSOURI to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC MISSOURI provides to itself. Each <b>Unbundled</b> Network Element will be provided in accordance with SBC MISSOURI Technical Publications or other written descriptions, as approved by the MISSOURI Commission. SBC MISSOURI will file its Technical Publications with the Commission and such Technical Publications will be deemed approved within ten (10) business days of filing unless suspended by the Commission. If a Technical Publication is suspended, the Commission shall approve the Technical Publication or deny approval for good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of SBC MISSOURI and the affected CLEC, and where CLEC agreement cannot be obtained, as changed with the approval of the MISSOURI Commission. Such publications will be shared with CLEC. CLEC may request, and SBC MISSOURI may provide, to the extent technically feasible, Unbundled Network Elements that are super	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 28	2.28 The <u>Section 251 and Section 271</u> Unbundled Network Elements and <u>Network Elements</u> provided pursuant to this Agreement will be available to SBC MISSOURI at times mutually agreed upon in order to permit SBC MISSOURI to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.	2.32.5 For <b>Unbundled</b> Network Elements purchased through the BFR Process, SBC MISSOURI, in its discretion, will determine whether it can offer the applicability of the preceding Section on a case-by-case basis.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 28	2.29 <u>Except as provided in other Attachments to this Agreement</u> , CLEC's use of any SBC MISSOURI <u>Section 251 and Section 271</u> Unbundled Network Element or <u>Network Element</u> , or of its own equipment or facilities in conjunction with any SBC MISSOURI <u>Section 251 and Section 271</u> Unbundled Network Element or <u>Network Element</u> , will not materially interfere with or impair service over any facilities of SBC MISSOURI, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SBC MISSOURI may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the <u>Section 251 and Section 271</u> Unbundled Network Element(s) or <u>Network Element</u> causing the violation.		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 28	2.32.1 Each <u>Section 251 and Section 271</u> Unbundled Network Element provided by SBC MISSOURI to CLEC will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SBC MISSOURI provides to itself. Each <u>Section 251 and Section 271</u> Network Element will be provided in accordance with SBC MISSOURI Technical Publications or other written descriptions, as approved by the MISSOURI Commission. SBC MISSOURI will file its Technical Publications with the Commission and such Technical Publications will be deemed approved within ten (10) business days of filing unless suspended by the Commission. If a Technical Publication is suspended, the Commission shall approve the Technical Publication or deny approval for good cause within forty-five (45) days of filing. Further, changes may be made from time to time by joint agreement of SBC MISSOURI and the affected CLEC, and where CLEC agreement cannot be obtained, as changed with the approval of the MISSOURI Commission. Such publications will be shared with CLEC. CLEC may request, and SBC MISSOURI ma		The CLEC Coalition's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 28	2.32.2 SBC MISSOURI will provide <u>an</u> SBC MISSOURI Technical Publication or other written description for each <u>Section 251 and Section 271</u> Unbundled Network Element <u>identified and</u> offered under this Agreement. The Technical Publication or other description for an Unbundled Network Element will describe the features, functions, and capabilities provided by the Unbundled Network Element as of the time the document is provided to CLEC. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Unbundled Network Element's capabilities. The Technical Publication or other description may be accompanied by reference to vendor equipment and software specifications applicable to the Unbundled Network Element. <u>The Technical Publications or other written description shall be posted on SBC MISSOURI's CLEC Online website.</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 28	2.32.6 For each <u>Section 251 and Section 271</u> Unbundled Network Element <u>identified and</u> provided for in this Attachment, SBC MISSOURI Technical Publications or other written descriptions meeting the requirements of this Section will be made available to CLEC not later than thirty (30) days after the Effective Date of this Agreement.		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 28	15.1 The cross connect is the media between the SBC MISSOURI distribution frame and a CLEC designated collocated space, UNE Access Method, Subloop Access Method, or other SBC MISSOURI Unbundled Network Elements purchased by CLEC <u>under this Agreement, whether provided by SBC MISSOURI pursuant to the Section 251 or 271 of the Act.</u>		The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 28	15.2 SBC MISSOURI offers a choice of loop cross connects with each unbundled loop type detailed in Appendix Pricing. SBC MISSOURI will charge CLEC the appropriate rate as shown on Appendix Pricing – Schedule of Prices labeled “Loop Cross Connects with Testing” and “Loop Cross Connects without Testing”. <u>Cross connects will be made available for loops and combinations of loops and transport with the following testing options, at CLEC's discretion: at both ends of the circuit, at one end of the circuit, or without testing. At CLEC's request, a cross connect with testing may be ordered at one end of an EEL circuit and a cross connect without testing at the other end of that EEL circuit.</u>	15.2 SBC MISSOURI offers a choice of loop cross connects with each unbundled loop type detailed in Appendix Pricing. SBC MISSOURI will charge CLEC the appropriate rate as shown on Appendix Pricing <u>UNE – Schedule of Prices labeled “Loop Cross Connects with Testing” and “Loop Cross Connects without Testing”.</u>	The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 28	17.1 <u>Price Schedules</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 28	Attached hereto as Appendix Pricing – Network Elements is a schedule which reflects the prices at which SBC MISSOURI agrees to furnish unbundled Network Elements <u>required to be provided to CLEC under Section 251 and Section 271 of the Act.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 37	None.	<b>2.35 CLEC will connect equipment and facilities that are compatible with the SBC MISSOURI Unbundled Network Elements and will use</b>	
<b>AT&amp;T UNE 20</b>	<b>8.3.5 Digital Cross-Connect System (DCS)</b>	<b>8.3.5 Digital Cross-Connect System (DCS)</b>	
AT&T UNE 20	<u>8.3.5.1 SBC MISSOURI will offer Digital Cross-Connect System (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>	<b>8.3.5.1 SBC MISSOURI offers DCS as NRS (Network Reconfiguration Service) through the Federal Tariff F.C.C. No. 73, Section 18, Network Management Services, and AT&amp;T may request NRS pursuant to the terms and conditions of that tariff.</b>	SBC' language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

<b>DP Issue: Section 3 - UNE</b>			
<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 20	<u>8.3.5.1.1 DCS Establishment Charge – This charge applies for the initial setup of the AT&amp;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&amp;T will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting AT&amp;T to control its own circuits. Also included is initial training on the system.</u>		AT&T's language is not consistent with the Arbitrator's Report.
AT&T UNE 20	<u>8.3.5.1.2 Database Modification Charge – This charge applies each time AT&amp;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>		AT&T's language is not consistent with the Arbitrator's Report.
AT&T UNE 20	<u>8.3.5.1.3 Reconfiguration Charge – This charge applies per termination point per DCS each time the routing of AT&amp;T circuit is changed. As an example, if AT&amp;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</u>		AT&T's language is not consistent with the Arbitrator's Report.
<b>CC UNE 24</b>	<u>11.0 Digital Cross-Connect System (DCS).</u>	<u>11.0 Digital Cross-Connect System (DCS).</u>	
CC UNE 24	<u>11.1.2 SBC MISSOURI will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element provided by SBC MISSOURI pursuant to Section 251 or pursuant to Section 271 with the same functionality that is offered to interexchange carriers, or additional functionality as the Parties may agree.</u>	<u>11.1.1 SBC MISSOURI offers DCS as NRS (Network Reconfiguration Service) through the Federal Tariff F.C.C. No. 73, Section 18, Network Management Services, and CLEC may request NRS pursuant to the terms and conditions of that tariff.</u>	SBC' language is most consistent with the Arbitrator's Report.
CC UNE 24	<u>11.1.3 DCS Establishment Charge - This charge applies for the initial setup of the CLEC 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 CLEC will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting CLEC to control its own circuits. Also included is initial training on the system.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC UNE 24	<u>11.1.4 Database Modification Charge - This charge applies each time CLEC 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>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC UNE 24	<u>11.1.5 Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of CLEC circuit is changed. As an example, if CLEC 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) CLEC Provided.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 24	<u>15.12 Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC UNE 24	<u>15.12.1 SBC MISSOURI will charge CLEC the applicable rates as shown on Appendix Pricing – Network Elements - Schedule of Prices labeled “Dedicated Transport Cross Connect”. Available cross connects with UDT are detailed in Appendix Pricing</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
<b>MCI UNE 40</b>	15.10.1 SBC MISSOURI will offer reconfiguration service as part of the Lawful UDT element with the same functionality that is offered to inter-exchange carriers. Charges for reconfiguration service are outlined in <u>Appendix Pricing</u> .	15.10.1 SBC MISSOURI will offer reconfiguration service as part of the Lawful UDT element with the same functionality that is offered to inter-exchange carriers. Charges for reconfiguration service are outlined in <b>pursuant to Access Tariff FCC No. 73; provided, however, the tariffed rates referenced below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Agreement</b>	SBC's language is most consistent with the Arbitrator's Report.
<b>CC UNE 43</b>	2.36.9 As soon as feasible, but not more than ninety (90) days after its receipt of written authorization to proceed with developing the Unbundled Network Element BFR <u>Final Quote</u> , SBC MISSOURI shall provide CLEC an Unbundled Network Element BFR Final Quote that will include, at a minimum, a description of each Unbundled Network Element, the date of availability, the applicable rates (including recurring and non recurring rates) the installation intervals, Unbundled Network Element BFR development and processing costs and terms and conditions for amending the Agreement to order and provision the Unbundled Network Element BFR. <u>SBC MISSOURI shall determine all costs of the Unbundled Network Element BFR, and the rates to be charged therefore, consistent with the pricing principles of the Telecommunications Act of 1996.</u>	2.36.9 As soon as feasible, but not more than ninety (90) days after its receipt of written authorization to proceed with developing the Unbundled Network Element BFR Quote, SBC MISSOURI shall provide CLEC an Unbundled Network Element BFR Final Quote that will include, at a minimum, a description of each Unbundled Network Element, the availability, the applicable rates <b>to include</b> recurring and non recurring costs, the installation intervals, Unbundled Network Element BFR development and processing costs and terms and conditions for amending the Agreement to order and provision the Unbundled Network Element BFR.	SBC's language is most consistent with the Arbitrator's Report.
<b>CC UNE 44</b>	2.36.13 After the Parties to an Unbundled Network Element BFR have reached agreement on terms, conditions and rates for the Unbundled Network Element BFR, they shall jointly cooperate in preparing and filing an amendment to this Agreement for the ordering and provisioning of the Unbundled Network Element BFR. <u>The Parties agree to prepare and file such amendment expeditiously; SBC MISSOURI shall begin providing the Unbundled Network Element BFR on the date on which the amendment is approved by the Commission, unless a later date is agreed to by the Parties in the BFR process.</u>	2.36.13 After the Parties to an Unbundled Network Element BFR have reached agreement on terms, conditions and rates for the Unbundled Network Element BFR, they shall jointly cooperate in preparing and filing an amendment to this Agreement for the ordering and provisioning of the Unbundled Network Element BFR.	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Wiltel UNE 22</b>	6.3.4 <u>No charges apply for SBC-10STATE, SBC NEVADA to prepare the Preliminary Analysis.</u>	6.3.4 CLEC is responsible for all costs incurred by SBC-10STATE, SBC NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC-10STATE, SBC NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 22	6.3.4.1 None	6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover SBC-10STATE, SBC NEVADA's preliminary evaluation costs, in which case SBC-10STATE, SBC NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or	SBC's language is consistent with the Arbitrator's Report.
Wiltel UNE 22	6.3.4.2 None	6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by SBC-10STATE, SBC NEVADA to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).	SBC's language is consistent with the Arbitrator's Report.
Wiltel UNE 22	6.3.5 None	6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and SBC-10STATE, SBC NEVADA is not able to process the Request or determines that the Request does not qualify for BFR treatment, then SBC-10STATE, SBC NEVADA will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.	SBC's language is consistent with the Arbitrator's Report.
Wiltel UNE 22	6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay SBC-10STATE, SBC NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-10STATE, SBC NEVADA received notice of cancellation, <u>but excluding Preliminary Analysis costs</u>	6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay SBC-10STATE, SBC NEVADA its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date SBC-10STATE, SBC NEVADA received notice of cancellation. <b>If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.</b>	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.A Part 7 Detailed Language Decision Matrix**

<b>DP Issue: Section 3 - UNE</b>			
<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 22	6.3.9 If the Preliminary Analysis indicates that SBC-10STATE, SBC NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for SBC-10STATE, SBC NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by SBC-10STATE, SBC NEVADA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such <u>sixty (60)</u> calendar day period, the BFR will be deemed canceled and CLEC will pay to SBC-10STATE, SBC NEVADA all demonstrable costs as set forth above, <u>except in cases where SBC-10STATE, SBC NEVADA did not process the BFR in good faith or as required under the Act in which case CLEC shall not be responsible for any costs associated with the BFR process.</u> Any request by CLEC for SBC-10STATE, SBC NEVADA to proceed with	6.3.9 If the Preliminary Analysis indicates that SBC-10STATE, SBC NEVADA will offer the Request, CLEC may, at its discretion, provide written authorization for SBC-10STATE, SBC NEVADA to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by SBC-10STATE, SBC NEVADA within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such <b>thirty (30)</b> calendar day period, the BFR will be deemed canceled and CLEC will pay to SBC-10STATE, SBC NEVADA all demonstrable costs as set forth above. Any request by CLEC for SBC-10STATE, SBC NEVADA to proceed with a Request received after the <b>thirty (30)</b> calendar day window will require CLEC to submit a new BFR.	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 22	6.3.10 As soon as feasible, but not more than <u>thirty (30)</u> calendar days after its receipt of authorization to develop the BFR Quote, SBC-10STATE, SBC NEVADA shall provide to CLEC a BFR Quote.	6.3.10 As soon as feasible, but not more than <b>ninety (90)</b> calendar days after its receipt of authorization to develop the BFR Quote, SBC-10STATE, SBC NEVADA shall provide to CLEC a BFR Quote.	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 22	6.3.11 Within <u>sixty (60)</u> calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-10STATE, SBC NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If SBC-10STATE, SBC NEVADA does not receive notice of any of the foregoing within such <u>sixty (60)</u> calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse SBC-10STATE, SBC NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC), <u>unless CLEC disputes in good faith that SBC-10STATE, SBC NEVADA did not review or process the BFR in good faith or as required by the Act in which case CLEC shall not be responsible for any costs associated with the BFR process.</u>	6.3.11 Within <b>thirty (30)</b> calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse SBC-10STATE, SBC NEVADA for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If SBC-10STATE, SBC NEVADA does not receive notice of any of the foregoing within such <b>thirty (30)</b> calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse SBC-10STATE, SBC NEVADA for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC)	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 22	6.3.12 Unless CLEC <u>specifically</u> agrees otherwise <u>in writing</u> , all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.	6.3.12 Unless CLEC agrees all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 23	6.3.7 SBC-10STATE, SBC NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-10STATE, SBC NEVADA will acknowledge receipt of the BFR and in such acknowledgement advice CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once SBC-10STATE, SBC NEVADA has received a <u>materially</u> complete and accurate BFR Application Form.	6.3.7 SBC-10STATE, SBC NEVADA will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt SBC-10STATE, SBC NEVADA will acknowledge receipt of the BFR and in such acknowledgement advice CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once SBC-10STATE, SBC NEVADA has received a complete and accurate BFR Application Form <b>and, if applicable, \$2,000 deposit.</b>	Wiltel's language is most consistent with the Arbitrator's Report.



**Attachment III.A Part 7 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 23	6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a <u>materially</u> complete and accurate BFR SBC-10STATE, SBC NEVADA will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that SBC-10STATE, SBC NEVADA will offer the Request to CLEC or (ii) advise CLEC that SBC-10STATE, SBC NEVADA will not offer the Request. If SBC-10STATE, SBC NEVADA indicates it will not offer the Request, SBC-10STATE, SBC NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by SBC-10STATE, SBC NEVADA under the Act and/or, (iii) that the BFR is not the correct process for the request.	6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR SBC-10STATE, SBC NEVADA will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that SBC-10STATE, SBC NEVADA will offer the Request to CLEC or (ii) advise CLEC that SBC-10STATE, SBC NEVADA will not offer the Request. If SBC-10STATE, SBC NEVADA indicates it will not offer the Request, SBC-10STATE, SBC NEVADA will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by SBC-10STATE, SBC NEVADA under the Act and/or, (iii) that the BFR is not the correct process for the request.	Wiltel's language is most consistent with the Arbitrator's Report.