

VERIZON’S PROPOSED ISSUES LIST¹

ISSUE	SECTIONS	DESCRIPTION	CLECs
1	TRO Amendment ¶¶ 6 and 7.	How should the Amendment address potential stay or reversal of rulings in the TRO or USTA II?	AT&T, Sprint, Swidler Berlin CCC (“SB CCC”), Kelley Drye CCC (“KD CCC”), MCI, Eschelon
2	TRO Amendment ¶ 6; TRO Attachment, § 1.4, 3.1.1.4	Whether the CLECs’ reservation of rights should mirror Verizon’s reservation of rights?	AT&T, MCI, Eschelon, SB CCC, KD CCC, Sprint
3	TRO Attachment §§ 1.1, 1.2, 1.3, 2.1, 2.16, 3.1.1.3, 3.4.1, 3.4.2, 3.5.1, 3.5.2.3, 3.5.3.2, 3.8.1	How should the Amendment address changes in Verizon’s legal obligations to provide access to unbundled network elements?	AT&T, Sprint, SB CCC, KD CCC, MCI, Eschelon
4	Numerous sections (i.e., those stating that Verizon is required to provide UNEs only to the extent required by 47 U.S.C. § 251(c)(3) and 47 CFR Part 51)	Should this proceeding address terms and conditions that do not arise from the regulations promulgated in the TRO pursuant to 47 U.S.C. §§ 251 and 252, including issues that may arise under state law or 47 U.S.C. § 271 or the <i>Bell Atlantic/GTE</i> merger conditions?	AT&T, SB CCC, MCI, Eschelon, KD CCC, Sprint
5	MCI new § 1.2; Eschelon new § 1.2; SB CCC new § 1.2; Sprint addition to TRO Attachment § 1.2.	Should the Amendment explicitly prohibit any limitation (e.g., a “qualifying services” requirement) on the use of UNEs?	MCI, Eschelon, SB CCC, Sprint
6	TRO Attachment § 1.3	Should the Amendment contain a provision specifically addressing the establishment of rates, terms, and conditions in the event Verizon is required to provide a new UNE, UNE Combination, or Commingling not offered under the Amendment?	SB CCC

¹ Verizon’s proposed issues list reflects issues that CLECs have raised in their responses to Verizon’s petition for arbitration, whether by proposing modifications to existing sections in Verizon’s draft TRO Amendment or proposing additional sections for the Amendment. Verizon contends that numerous of the issues raised by one or more CLECs are not appropriately part of this proceeding; Verizon does not waive its arguments in that regard by including the CLECs’ issues on this list.

ISSUE	SECTIONS	DESCRIPTION	CLECs
7	MCI new §§ 1.5, 1.5.1, 1.5.2, 1.6; SB CCC new § 3.1	Should the TRO Amendment include language reflecting pre-existing FCC rules that are already addressed in the interconnection agreements and that were not changed by the TRO? Examples include the generic obligation to be non-discriminatory, or the obligation to provide certain UNEs that the TRO left unchanged (<i>e.g.</i> , 911, E911, Operations Support Systems, DS0 loops, OS/DA, operations support systems).	MCI, AT&T, Eschelon, SB CCC
8	KD CCC new §§ 3.1.2.3, 3.1.6, 3.7.4.1, 3.7.4.2, 3.7.4.3, 3.7.4.4, 3.8.2.3; SB CCC new § 3.9.2.	Is the TRO unenforceable unless and until it becomes final and unappealable?	SB CCC, KD CCC
9	TRO Attachment §§ 2.1-2.23	Should the Commission approve Verizon's proposed definitions in the Amendment's TRO Glossary, and should that Glossary include any other terms?	AT&T, Sprint, SB CCC, MCI, Eschelon
10	TRO Attachment §§ 2.16, 3.1.1, 3.1.3.2, 3.1.3.3, 3.1.3.4, 3.2, 3.2.1.2, 3.3.1, 3.4.1, 3.4.3, 3.5.1, 3.5.2, 3.5.3; MCI new §§ 2.20, 3.8.1.2.	Should the TRO Amendment be effective as of October 2, 2003?	MCI, Eschelon
11	TRO Attachment § 3.1; SB CCC new § 3.1.1.3; KD CCC new § 3.1.6; Sprint new § 3.1.5	Does this Commission have the authority to determine whether, under section 251(d)(2) of the Act, CLECs are impaired without access to unbundled dark fiber loops?	AT&T, KD CCC, SB CCC, Sprint
12	TRO Attachment §§ 3.1.4.3, 3.6.1, 3.6.2.6, 3.7.2	Should Verizon's provision of (a) IDLC loops, (b) commingling arrangements, (c) conversions, or (d) routine network modifications be subject to standard provisioning intervals or to performance measurements and potential remedy payments, if any, in the underlying Agreement or elsewhere?	Sprint, SB CCC, AT&T, MCI, KD CCC

ISSUE	SECTIONS	DESCRIPTION	CLECs
13	TRO Attachment § 3.1.1.1	How should the Amendment address unbundled access to DS1 loops?	Sprint, SB CCC, MCI, Eschelon, KD CCC
14	TRO Attachment §§ 3.1.1.2, 3.1.1.3	How should the Amendment address unbundled access to DS3 loops?	Sprint, SB CCC, MCI, Eschelon, KD CCC
15	TRO Attachment § 3.1.2.1	How should the Amendment reflect the FCC’s determination that Verizon is not required to provide unbundled access to newly-built fiber-to-the-home loops (“FTTH”)?	Sprint, SB CCC, MCI, Eschelon, KD CCC
16	TRO Attachment § 3.1.2.2	How should the Amendment reflect the TRO’s rulings on unbundled access to overbuilt FTTH loops?	Sprint, SB CCC, MCI, Eschelon, KD CCC
17	AT&T new § 3.1.2.4; MCI new § 3.1.6; Eschelon new § 3.1.5; Sprint addition to TRO Attachment § 3.1.2.2	Should the Amendment include language addressing Verizon’s obligation under the TRO to notify CLECs of retirement of copper loop facilities? Are there other existing legal obligations pertaining to Verizon’s retirement of copper loop facilities that must be reflected in the Amendment?	AT&T, MCI, Eschelon, Sprint
18	TRO Attachment § 3.1.3.1	How should the Amendment address packet switching?	SB CCC
19	TRO Attachment § 3.1.3.3	How should the Amendment reflect the TRO’s limitations on unbundled access to hybrid loops for purposes of providing narrowband services?	Sprint, SB CCC, MCI, Eschelon, KD CCC
20	TRO Attachment § 3.1.3.4	How should the Amendment reflect the FCC’s determination, in the TRO, that Verizon has no obligation to provide unbundled access to the feeder portion of a loop on a stand-alone basis as a UNE?	SB CCC, KD CCC, Sprint

ISSUE	SECTIONS	DESCRIPTION	CLECs
21	TRO Attachment §§ 3.1.4, 3.1.4.1, 3.1.4.2, 3.1.4.3	How should the Amendment reflect Verizon’s obligation, under the TRO, to satisfy CLEC requests to provide narrowband services through unbundled access to hybrid loops served via Integrated Digital Loop Carrier (“IDLC”)? Should Verizon be able to recover its costs from a CLEC where the CLEC has requested that Verizon build a new copper loop?	Sprint, SB CCC, AT&T, MCI, Eschelon, KD CCC
22	TRO Attachment § 3.2	How should the Amendment reflect the TRO’s line sharing rulings and any transitional arrangements?	AT&T, SB CCC, MCI, Eschelon, KD CCC, Sprint
23	AT&T new § 3.2(A); Sprint new § 3.3; MCI new § 3.2.3; Eschelon new § 3.2.2	Should the TRO Amendment include language addressing the TRO’s clarifications of line-splitting requirements?	AT&T, Sprint, MCI, Eschelon
24	AT&T new § 3.2(B); MCI new § 3.2.4; KD CCC new § 3.3; Eschelon new § 3.2.2	Did the TRO adopt any new line conditioning requirements that must be reflected in the Amendment?	AT&T, MCI, KD CCC, Eschelon
25	TRO Attachment 3.3	How should the Amendment implement Verizon’s obligation, under the TRO, to provide unbundled access to subloops?	Sprint, AT&T, MCI, SB CCC, Eschelon
26	Verizon § 3.3.1.2; AT&T new §§ 3.3.4.3, 3.3.11; KD CCC new § 3.5.4	How should the Amendment address Verizon’s obligation to provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers?	AT&T, Sprint, MCI, Eschelon, KD CCC
27	AT&T new § 3.2(C); KD CCC new § 3.4	Should Verizon provide an access point for CLECs to engage in testing, maintaining, and repairing copper loops and copper subloops?	AT&T, KD CCC
28	TRO Attachment §§ 3.4, 3.4.1, 3.4.3	How should the Amendment address unbundling of local circuit switching, including mass market and enterprise switching?	AT&T, Sprint, MCI, SB CCC, KD CCC

ISSUE	SECTIONS	DESCRIPTION	CLECs
29	Sprint § 3.4.1.1.1.3; KD CCC new § 3.6	How should the Amendment address Network Interface Devices (“NIDs”)?	KD CCC; Sprint
30	MCI new § 3.4.3; SB CCC § 3.4; Eschelon new § 3.5.1	Should the Amendment address tandem switching?	MCI, SB CCC, Eschelon
31	MCI new § 3.4.4; Eschelon new § 3.5;	Should the Amendment address Verizon’s obligation to provide customized routing?	MCI, Eschelon
32	TRO Attachment §§ 3.5.1, 3.5.2	How should the Amendment address unbundled access to dedicated transport?	AT&T, MCI, Sprint, SB CCC, Eschelon, KD CCC
33	TRO Attachment §§ 3.5.2.1, 3.5.3	Should the Amendment address the possibility of reverse collocation?	Sprint, AT&T, KD CCC, SB CCC
34	TRO Attachment § 3.5.3	How should the Amendment address unbundled access to dark fiber transport?	Sprint, MCI, SB CCC, Eschelon
35	SB CCC new § 3.5.4	Where the CLEC has established a point of interconnection, should the Amendment require interconnection facilities to be priced at TELRIC under 47 U.S.C. § 251(c)(2), even if those facilities are not UNEs under § 251(c)(3)?	SB CCC
36	TRO Attachment § 3.6.1	How should the Amendment reflect the TRO’s requirements relating to Verizon’s obligation to allow commingling of UNEs or combinations of UNEs with wholesale services?	Sprint, AT&T, MCI, SB CCC, MCI, Eschelon, KD CCC
37	TRO Attachment § 3.6.2	How should the Amendment reflect Verizon’s and the CLECs’ obligations with respect to conversion of wholesale services (e.g., special access facilities) to UNEs or UNE combinations (e.g., EELs)?	Sprint, AT&T, MCI, SB CCC, MCI, Eschelon, KD CCC

ISSUE	SECTIONS	DESCRIPTION	CLECs
38	TRO Attachment §§ 3.6.1, 3.6.2.3	Should Verizon be able to recover the cost of performing work related to commingling or conversion?	AT&T, MCI, KD CCC, SB CCC
39	TRO Attachment § 3.6.1	Does the TRO require Verizon to make retroactive bill adjustments for facilities converted from wholesale services to UNEs or UNE combinations?	AT&T
40	AT&T new § 3.6.2.3A.1	When Verizon converts wholesale services to UNEs or UNE combinations, should the Amendment state that Verizon is prohibited from physically disconnecting, separating, altering or changing the facilities or equipment?	AT&T
41	TRO Attachment § 3.6.2.7	How should the Amendment reflect Verizon's right, under the TRO, to audit CLECs' compliance with the FCC's service eligibility criteria for EELs?	SB CCC, MCI, AT&T, KD CCC
42	TRO Attachment §§ 3.7.1, 3.7.2	How should the Amendment address routine network modifications?	MCI, Eschelon, AT&T, KD CCC, SB CCC, Sprint
43	TRO Attachment §§ 3.8.1, 3.8.2	What transition and/or notice provisions should apply in the event Verizon no longer has a legal obligation to provide a UNE?	Sprint, AT&T, Eschelon, SB CCC, MCI, KD CCC,
44	AT&T new § 3.10	Should the TRO Amendment contain provisions related to a batch hot cut process?	AT&T

ISSUE	SECTIONS	DESCRIPTION	CLECs
45	Pricing Attachment and Exhibit A	Should the rates specified apply on an interim basis pending completion of a proceeding to establish permanent rates?	All CLECs
46 ²	Pricing Attachment and Exhibit A	Do Verizon's proposed rates comply with TELRIC?	All CLECs

² Verizon proposes to defer this issue to a separate phase of the arbitration.