

the SWBT records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.03 of this Appendix. In that event, the space sought by AT&T will not be assigned to AT&T and will remain available for assignment to others without restriction until such time as such space is formally assigned to AT&T in accordance with AT&T's written instructions and the assignment is recorded in the records available for inspection under Section 7.03. The assignment shall be made no later than the date of issuance to AT&T of a license confirming that AT&T has the right to occupy the space described in the license. In the event that AT&T elects to proceed under this subsection, AT&T's obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in the appropriate SWBT records and AT&T shall bear the risks that (1) the space sought by AT&T will be assigned to and occupied by another person or entity or (2) circumstances will occur which may require that SWBT reevaluate AT&T's application and repeat the field inspection portion of the pre-license survey at AT&T's expense.

- (j) Notices and applications including assignment requests will be date- and time-stamped on receipt. Because space will be selected and further assignments made based on entries logged and recorded in the appropriate SWBT records, the date and time of assignment will be the date and time when the assignment is recorded rather than the date and time of receipt of the application or notice requesting such assignment. AT&T acknowledges that, to maximize the probability that AT&T will be assigned the space AT&T desires, AT&T should, when possible, submit applications and notices including assignment requests in person to SWBT at the site where the applicable records are maintained and should countersign the entry reflecting the assignment and time of assignment.

8.03 Immediate Occupancy. SWBT shall, within 60 days after the effective date of this Appendix, adopt interim procedures which will provide AT&T the ability to attach or place facilities on or in SWBT's poles, ducts, conduits, and rights-of-way on an immediate basis when such space is available for AT&T's use and no make-ready work or infrequent construction techniques or connectivity solutions are required. SWBT may, on 60 days advance notice to AT&T, revise such interim procedures if they prove to be unworkable, in which event AT&T may seek renegotiation of this Appendix or challenge SWBT's decision in accordance with procedures available to AT&T under applicable federal and state laws, regulations, and commission orders. The special procedures established under this section shall supplement, rather than replace, the regular

assignment and licensing procedures set forth in Articles 8-10 of this Appendix, are intended to be used only under special circumstances (e.g., when the regular procedures allow insufficient time to meet customer service commitments or resolve non-routine construction or network contingencies), shall not be used on a routine basis, and shall be consistent with subsections (a)-(f) below.

- (a) Upon giving SWBT the notice required by this subsection, AT&T may immediately occupy space assigned or provisionally assigned to AT&T pursuant to Section 8.02 of this Appendix. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.02(b) or a license application under Section 9.02. AT&T shall not give such notice or occupy such space without first reviewing SWBT's records and determining that the records reflect that the space sought is available.
- (b) AT&T shall not occupy space which has not been assigned or provisionally assigned to AT&T. The assignment must be recorded on the appropriate SWBT records, as provided in Section 8.02, prior to AT&T's occupancy. If AT&T subsequently determines that the records are inaccurate and that the space assigned to AT&T is not available, or that the space assigned is not suitable for AT&T's intended use, AT&T shall, within one business day, notify SWBT in writing that it no longer intends to occupy the space earlier assigned and is releasing the assignment. Except as otherwise provided in this subsection, AT&T shall not occupy other space on the pole or in the duct or conduit without first obtaining an assignment or provisional assignment of the space which AT&T will occupy. To avoid high or unusual expenditures resulting from unanticipated conditions at the site, AT&T may occupy space not assigned to AT&T subject to the following terms and conditions.
  - (1) AT&T may occupy the next available space shown on SWBT's records as available at the time of AT&T's last review of the records. AT&T shall not knowingly occupy space occupied by or assigned to SWBT or any third party without consent of the party to whom the space has been assigned.
  - (2) Within one business day after occupying such space, AT&T shall submit to SWBT a written notice of intent to occupy or an application for the space occupied showing the reason for AT&T's use of the space occupied.

- (3) AT&T shall bear the risk that space occupied by AT&T pursuant to this section was assigned to SWBT or a third party during the period between AT&T's last review of the records and AT&T's occupancy of such space. After occupying space not previously assigned to AT&T, AT&T shall review the records and promptly notify the affected party if AT&T determines that it has occupied space assigned to such party. At the request of the party to whom such space has been assigned, AT&T shall, within 24 hours, or within such other period of time mutually agreed to by the parties affected, remove its facilities from the space in question if the parties affected cannot reach an acceptable alternative solution. SWBT and AT&T anticipate that all parties affected will act in good faith to work out acceptable solutions and that the parties affected will not insist on strict adherence to the 24-hour removal requirement unless there is a legitimate business need for compelling removal within such time period.
  - (4) SWBT shall be entitled to recover from AT&T actual costs, if any, directly incurred by SWBT as a result of AT&T's decision under this subsection to occupy space subject to a valid prior assignment to SWBT. AT&T shall indemnify, on request defend, and save SWBT harmless from any injury, loss, damage, liability, or claim asserted against SWBT by any third party resulting from AT&T's decision under this subsection to occupy space assigned to such third party.
- (c) Nothing in this section authorizes AT&T to place its facilities on or in any pole, duct, or conduit space already occupied by the facilities of SWBT or a third party, even if the presence of such facilities is not reflected on SWBT's records.
- (d) Nothing in this section authorizes AT&T, without first obtaining SWBT's written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by AT&T) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.

- (e) If AT&T has not done so already, within 24 hours after occupying space pursuant to this section, AT&T will submit to SWBT an application for the space occupied as provided in Section 9.02 of this Appendix. The application may be submitted by fax.
- (f) AT&T will bear all risks resulting from the possibility that assigned space which appears from the records to be available is not available or in suitable condition to be used by AT&T and shall indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim, or liability (including but not limited to third-party claims) resulting from AT&T's occupancy of space in violation of this section.

#### **ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS**

9.01 Licenses Required. Except as otherwise specifically permitted in this Appendix, AT&T shall apply in writing for and receive a license before attaching facilities to specified SWBT poles or placing facilities within specified SWBT ducts or conduits. License applications and information received by SWBT in connection with such applications shall be subject to the provisions of Article 30 of this Appendix (Confidentiality of Information).

9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Appendix, AT&T shall submit to SWBT two signed copies of the appropriate application forms. SWBT represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that SWBT plans to revise such forms to conform to the provisions of this Appendix and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) shall be interim forms only. SWBT reserves the right to change the format and content of these forms upon 60 days written notice to AT&T; provided however, that changes to the forms shall not be made to amend the terms of this Appendix.

- (a) To apply for a pole attachment license, AT&T shall submit to SWBT two signed copies of SWBT's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9433 ("Pole Attachments"). An application for a pole attachment license shall not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9433 and SW-9434 are attached to this Appendix as parts of Exhibit III.

- (b) To apply for a conduit occupancy license, AT&T shall submit to SWBT two signed copies of SWBT's Form SW-9434 ("Access Application and Make-Ready Authorization") together with completed Form SW-9435 ("Conduit Occupancy"). An application for a conduit occupancy license shall not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9434 and SW-9435 are attached to this Appendix as parts of Exhibit III.
- (c) Each application for a license under this Appendix shall include, at a minimum, the following information:
- (1) the poles, ducts, and conduits (including all manholes) along AT&T's proposed route to or within which AT&T desires to attach or place its facilities;
  - (2) a description of the facilities to be attached to SWBT's poles and a description of the facilities to be placed within each component of SWBT's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route; and
  - (3) for poles, the proposed points of attachment;
  - (4) for building entrance or building distribution ducts or conduits or other space within a building, a conspicuous statement that the application pertains to a building entrance or building distribution duct or conduit or other space within a building;
  - (5) if applicable, a conspicuous notation that the space requested is not to be assigned (or billed) to AT&T until SWBT has received AT&T's written instruction to make such assignment or issued a license authorizing AT&T to occupy the space requested; and
  - (6) if applicable, a conspicuous statement (e.g., the words "immediate occupancy" in capital letters) or indication that AT&T intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Appendix.

- (d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:
  - (1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);
  - (2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and,
  - (3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to SWBT's poles or placed in SWBT's conduit system.
- (e) When it appears to AT&T that facilities modification, capacity expansion, or make-ready work may be required to accommodate AT&T's access requests, AT&T shall describe the facilities modification, capacity expansion or make-ready work which AT&T proposes. AT&T shall also describe its intent to use any infrequent construction techniques or connectivity solutions under Section 6.03 to avoid high or unusual expenditures and its reasons for the utilization of such techniques or solutions.
- (f) AT&T acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SWBT, that it may be necessary for SWBT to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate AT&T's request for access to SWBT's poles and that, at the time an application is submitted, it may be difficult for AT&T to determine with certainty whether a particular pole is owned or controlled by SWBT or by another entity. Accordingly, the application shall, to the extent feasible, identify all poles utilized by SWBT (without regard to ownership) along AT&T's proposed route.
- (g) Each application for a license under this Appendix shall be accompanied by a construction schedule showing AT&T's projected dates for beginning and completing construction at the

sites specified in the application. Information on this schedule may be used by SWBT's engineering and outside plant construction personnel in scheduling work required to process AT&T's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate AT&T's facilities.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by AT&T and other firms seeking access to SWBT's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between SWBT's personnel and personnel acting on behalf of AT&T and other firms seeking access. The parties therefore agree to the following transitional procedures which shall remain in effect during the term of this Appendix unless earlier modified by mutual agreement of the parties.

- (a) Before submitting a formal written application for access to SWBT's poles, ducts, conduits, and rights-of-way, the firm submitting the application shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which the applicant does not plan to use or for the purpose of precluding SWBT or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.
- (b) AT&T shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year following the date access is granted and will use its best efforts to submit applications in an orderly manner in accordance with AT&T's needs. If AT&T contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single SWBT construction district, AT&T shall give SWBT advance notice as promptly as is reasonably practicable.
- (c) No more than 300 poles shall be the subject of any single pole attachment license application.
- (d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.

9.04 AT&T's Priorities. When AT&T has multiple applications on file within a single SWBT plant construction district, AT&T shall, at SWBT's request, designate its

desired priority of completion of pre-license surveys, capacity expansions, make-ready work, and facilities modifications with respect to all such applications.

9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by SWBT after AT&T has submitted its written license application as specified in Section 9.02 of this Appendix. SWBT will not, without due cause and justification, repeat pre-occupancy survey work performed by AT&T.

- (a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by SWBT or its authorized representative. Primary purposes of the field inspection will be to enable SWBT to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate AT&T's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SWBT's poles, ducts, conduits, rights-of-way, and associated facilities for AT&T's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. SWBT may dispense with the field inspection if it appears that the information necessary to process AT&T's license application is already available from existing sources, including the application forms and such other information as may be available to SWBT. If AT&T has occupied the space requested before the issuance of a license, a post-installation inspection of AT&T's facilities may be performed, in place of the field inspection portion of the pre-license survey, to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Appendix. In performing such inspection, SWBT will not, without due cause and justification, repeat pre-occupancy survey work performed by AT&T. SWBT may charge AT&T for post installation inspection expenses only if the inspection reflects that AT&T is in substantial noncompliance with the terms of this Appendix.
- (b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by SWBT.
- (c) Before performing any portion of the pre-license survey, SWBT shall obtain AT&T's written authorization to perform such work. Authorization may be given, when possible, when the application is submitted. No authorization shall be required for post-installation



inspections of AT&T's facilities when installation has occurred, pursuant to Section 8.03, before the issuance of a license.

**ARTICLE 10: ISSUANCE AND DENIAL OF LICENSES  
(INCLUDING FACILITIES MODIFICATIONS, CAPACITY EXPANSIONS, AND  
MAKE-READY WORK)**

10.01 Response Within 45 Days. Within 45 days of AT&T's submission of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, SWBT shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SWBT personnel involved in the processing of AT&T's request for access become aware of hazardous substances at the site requested by AT&T, SWBT shall promptly advise AT&T and shall, at AT&T's request, discuss alternatives to denial and issues associated with the presence of such hazardous substances.

- (a) If access is granted, SWBT shall, no later than 45 days after AT&T's submission of the license application, further advise AT&T in writing (1) what capacity expansions, make-ready work, or facilities modifications, if any, will be required to prepare SWBT's pole or conduit facilities (2) provide AT&T an estimate of charges for such capacity expansions, make-ready work, or facilities modifications, and (3) disclose to AT&T any hazardous substances known by SWBT to be present at the site.
- (b) If access is denied, SWBT will confirm the denial in writing by the 45th day after the receipt by SWBT of AT&T's completed application. The denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If AT&T in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.
- (c) AT&T agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, AT&T shall promptly withdraw or amend its application.
- (d) Notwithstanding the 45-day deadline, SWBT will, pursuant to Section 8.03 of this Appendix, make available to AT&T for

immediate occupancy any pole, duct, or conduit space which is not currently assigned, not designated as a maintenance duct, and not subject to applicable make-ready requirements. Availability determinations will be based on the appropriate SWBT records to be maintained by SWBT and made available for viewing by AT&T on two business days notice as provided in Section 7.03 of this Appendix.

10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. The parties agree that SWBT may grant access subject to AT&T's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate AT&T's request, in which event AT&T shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SWBT does not offer to expand capacity and denies AT&T's request for access, SWBT shall promptly notify AT&T of such determination as provided in Section 10.01(b). SWBT shall not deny AT&T's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

- (a) SWBT agrees to modify its outside plant facilities to the extent that AT&T agrees to pay for the modification at cost as long as such modifications are consistent with capacity, safety, reliability, and engineering considerations which SWBT would apply to itself if the work were performed for SWBT's own benefit. SWBT may recover from AT&T the costs of modifying its outside plant facilities for AT&T's space. Except as otherwise specifically provided in this subsection, AT&T will pay half of SWBT's charges for such modifications at 50 percent job completion and the remainder at 100 percent completion. If the estimated out-of-pocket costs with respect to any project authorized by AT&T under this section will exceed \$250,000, SWBT may request that AT&T reimburse SWBT for materials and outside contractor costs as such costs are incurred, and AT&T shall not refuse such request without due cause and justification. As provided in Section 10.08 of this Appendix, AT&T shall be entitled to partial reimbursement for capacity expansion costs incurred pursuant to this section in accordance with the Pole Attachment Act and applicable rules, regulations, and Commission orders.
- (b) SWBT will, at its own expense, install inner duct in a timely manner to accommodate AT&T's space needs in accordance with the same time interval SWBT provides to itself. If SWBT's interval for beginning or completing make-ready work does not meet AT&T's needs, AT&T, as an authorized contractor, may perform

the inner-duct installation itself or arrange for the work to be performed by an authorized contractor selected by AT&T from a list, jointly developed by AT&T and SWBT, of mutually agreed contractors qualified to perform such work. When inner duct is installed in SWBT's conduit system by AT&T or an authorized contractor selected by AT&T, SWBT shall provide the inner-ducting materials to be installed and AT&T shall bear all other installation expenses. AT&T shall give SWBT sufficient advance notice of the materials needed to enable SWBT to provide such materials to AT&T on a timely basis. AT&T shall return all unused materials, including unused inner duct and reels, to SWBT or purchase them from SWBT. Inner duct installed by AT&T or an authorized contractor selected by AT&T shall be installed in accordance with the same standards and practices which would be followed if the inner duct were being installed by SWBT or SWBT's contractors. Neither AT&T nor persons acting on AT&T's behalf shall arrange for inner duct installation to be performed under this section by subcontractors who are not authorized contractors.

- (c) SWBT shall, at its expense, remove cables that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, AT&T, at its option, may request that SWBT excavate the obstruction. In the alternative, AT&T may (as an authorized contractor) excavate the obstruction itself or arrange for the work to be performed by an authorized contractor selected by AT&T from a list, jointly developed and maintained by AT&T and SWBT, of mutually agreed contractors qualified to do such work. Such excavations will be at AT&T's expense; removal of the remainder of the cable will be at SWBT's expense. Excavation work performed by AT&T or an authorized contractor selected by AT&T shall be performed in accordance with the same standards and practices which would be followed if such excavation work were being performed by SWBT or SWBT's contractors. AT&T shall not conduct conduit excavation activities in any manner which jeopardizes or degrades the integrity of SWBT's structures. Neither AT&T nor persons acting on AT&T's behalf shall arrange for excavation work to be performed under this subsection by subcontractors who are not authorized contractors.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If the parties agree that no make-ready work is necessary to accommodate AT&T's facilities, SWBT will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to AT&T for immediate occupancy. Immediate occupancy prior to the issuance of a license shall be governed by Section 8.03.

10.04 Performance of Make-ready Work. Except as otherwise specifically provided in Section 10.02, in Section 10.05, and in this section, make-ready work shall be performed by SWBT or by contractors, subcontractors, or other persons acting on SWBT's behalf and shall be performed by SWBT in accordance with the same time intervals which would be applicable if SWBT were performing the work for itself.

- (a) AT&T and SWBT will mutually establish and maintain for each construction district a list of authorized contractors who may be selected by AT&T to perform make-ready work when SWBT's interval for beginning or completing such make ready work does not meet AT&T's needs.
- (b) If SWBT's interval for beginning or completing make-ready work does not meet AT&T's needs, AT&T may, as an authorized contractor, perform the make-ready work itself or arrange for the work to be performed by an authorized contractor selected by AT&T from the applicable list of authorized contractors. Subject to the availability of personnel, AT&T may also request that SWBT perform the work on an expedited basis; provided, however, that make-ready work will not be performed on an expedited basis unless AT&T first approves any overtime or premium rates or charges associated with performance of the work on an expedited basis.
- (c) From time to time, additional contractors, subcontractors or other vendors may be approved by AT&T and SWBT to perform make-ready work in the event that the workload exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.
- (d) Make-ready work performed by AT&T, by an authorized contractor selected by AT&T, or by a contractor, subcontractor, or other vendor jointly approved by the parties under subsection (c) shall be performed in accordance with SWBT's specifications, which shall be consistent with the same standards and practices which would be followed if such make-ready work were being performed by SWBT or SWBT's contractors. Neither AT&T nor authorized contractors

selected by AT&T to perform make-ready work under this section shall conduct such work in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of SWBT's facilities.

- (e) Nothing contained in this section authorizes AT&T, any authorized contractor selected by AT&T, or any other person acting on AT&T's behalf to consolidate SWBT's cables.

10.05 Make-ready Work. If SWBT determines that make-ready work will be necessary to accommodate AT&T's facilities, SWBT shall promptly notify AT&T of the make-ready work proposed to enable the accommodation of AT&T's facilities.

- (a) The notice shall be given in writing no later than 45 days after the receipt by SWBT of AT&T's completed application pursuant to Section 9.02 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.
- (b) The notice will include SWBT's estimate of make-ready charges, which estimate shall be stated on SWBT Form SW-9434 ("Access Application and Make-Ready Authorization"), a copy of which is attached hereto as part of EXHIBIT III.
- (c) AT&T shall have 20 days (the "acceptance period") after receiving SWBT's estimate of make-ready charges to authorize completion of the make-ready work proposed by SWBT or to advise SWBT of its willingness to perform the proposed make-ready work itself. If AT&T advises SWBT that it is willing to perform the make-ready work proposed by SWBT in accordance with a design approved by SWBT and SWBT's specifications, SWBT will not, without due cause and justification, refuse to accept AT&T's offer to perform the work. Authorization shall be accomplished by AT&T's signing the estimate and returning it to SWBT within the 20-day acceptance period.
- (d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by AT&T's signing the revised estimate and returning it to SWBT within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.

(e) If AT&T does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, AT&T shall notify SWBT in writing by the 20th day whether AT&T is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c), or electing to treat SWBT's make-ready requirements as a denial of access.

(1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SWBT shall contact AT&T to determine whether AT&T intends to withdraw its application. AT&T shall be deemed to have withdrawn its application if, in response to SWBT's inquiry, AT&T does not immediately sign and return the estimate to SWBT.

(2) If AT&T timely notifies SWBT that it is electing to treat SWBT's make-ready requirements as a denial of access, SWBT shall, within 20 days after receiving the notice, provide AT&T with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting SWBT's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SWBT's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SWBT's make-ready proposals and specifically address SWBT's rationale for rejecting AT&T's alternative written proposals, if any.

10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. AT&T shall make arrangements with the owners of other facilities attached to SWBT's poles or occupying space in SWBT's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their

facilities to accommodate the attachment or placement of AT&T's facilities to or in SWBT's poles, ducts, and conduits.

10.08 Reimbursement for the Creation or Use of Additional Capacity. AT&T acknowledges that as a result of make-ready work performed to accommodate AT&T's facilities, additional capacity may become available on SWBT's poles or in its conduit system. In such event, AT&T shall not have any preferential right to utilize such additional capacity in the future and shall not be entitled to any pole attachment or conduit occupancy fees which may subsequently be paid to SWBT for the use of such additional capacity. SWBT shall, however, give AT&T notice of the subsequent use by SWBT or third parties of additional space or capacity created at AT&T's expense. If SWBT utilizes additional space or capacity created at AT&T's expense, SWBT will reimburse AT&T on a pro-rata basis for SWBT's share, if any, of AT&T's capacity expansion costs, to the extent reimbursement is required by the Pole Attachment Act and applicable rules, regulations, and commission orders. If any third party later utilizes any such additional space or capacity, SWBT shall, at the request of AT&T or such third party, provide such information as may be available to SWBT to assist AT&T and such third party in determining the amount, if any, which such third party may owe AT&T as its pro-rata share of AT&T's capacity expansion costs. SWBT, AT&T, and such third parties shall work together to determine the amounts owing to AT&T under this section.

10.09 License and Attachment. After all required make-ready work is completed, SWBT will issue a license confirming that AT&T may attach specified facilities to SWBT's poles or place specified facilities in SWBT's conduit system. AT&T shall have access to attach or place only those facilities specifically described in licenses subject to this Appendix, and no others, except as otherwise specifically provided in (a) Sections 8.03 and 12.03 or other provisions of this Appendix, (b) any other written agreement between the parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.

## **ARTICLE 11: CONSTRUCTION OF AT&T'S FACILITIES**

11.01 Responsibility for Attaching and Placing Facilities. Each party shall be responsible for the actual attachment of its facilities to SWBT's poles and the actual placement of its facilities in SWBT's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, each party shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of its facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, AT&T shall provide SWBT with an updated construction schedule and shall thereafter keep SWBT

informed of anticipated changes in the construction schedule. Construction schedules received by SWBT shall be subject to the provisions of Article 30 of this Appendix (Confidentiality of Information). Construction schedules required by this section shall include, at a minimum, the following information:

- (a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
- (b) the names of each contractor and subcontractor that will be involved in the construction activities;
- (c) the estimated dates when construction will begin and end; and
- (d) the approximate dates when AT&T or personnel working on AT&T's behalf will be performing construction work in connection with the attachment of AT&T's facilities to SWBT's poles or the placement of AT&T's facilities in any part of SWBT's conduit system.

#### **ARTICLE 12: USE AND ROUTINE MAINTENANCE OF AT&T'S FACILITIES**

12.01 Use of AT&T's Facilities. Each license granted under this Appendix authorizes AT&T to have access to AT&T's facilities on or within SWBT's poles, ducts, and conduits as needed for the purpose of serving AT&T's customers.

12.02 Routine Maintenance of AT&T's Facilities. Each license granted under this Appendix authorizes AT&T to engage in routine maintenance of facilities located on or within SWBT's poles, ducts, and conduits pursuant to such license. Routine maintenance does not include the replacement or modification of AT&T's facilities in any manner which results in AT&T's attachments differing substantially in size, weight, or physical characteristics from the attachments described in AT&T's license.

12.03 Installation of Drive Rings and J-Hooks. AT&T may install drive rings and J-hooks on SWBT's poles for the attachment of drop wires as specified in this section.

- (a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to AT&T.
- (b) If attachment space has already been licensed to AT&T on a given SWBT pole, AT&T may install drive rings and J-hooks within the space assigned to AT&T (e.g., typically six inches above and six inches below AT&T's point of attachment on the pole if the point of



attachment is in the center of the space assigned to AT&T) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in AT&T's licensed attachment space.

- (c) AT&T's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to AT&T as provided in subsections (a) and (b) above; provided, however, that if attachment space already licensed to AT&T on a given SWBT pole is not adequate for AT&T's drive rings or J-hooks, AT&T may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below AT&T's licensed attachment space as described in subsection (b) above. No additional attachment charges shall apply with respect to drive rings and J-hooks installed outside AT&T's licensed attachment space as provided in this subsection.
- (d) If AT&T has not already been licensed attachment space on a given pole, AT&T may, when necessary, install drive rings and J-hooks on unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify SWBT of the attachment. Such notification shall be made on a form to be developed by SWBT for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a prelicense survey or other inquiry by SWBT, and SWBT shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license unless its specifically requested by AT&T to do so; provided, however, that a conditionally granted application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this section or other provisions of this Appendix. Drive-rings and J-hooks installed pursuant to this subsection are pole attachments and charges for such attachments shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and commission orders.
- (e) Notwithstanding the provisions of subsections (c) and (d) above, AT&T may not install drive rings and J-hooks in space assigned to SWBT or another joint user without the approval of SWBT or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of such space by SWBT or other joint

users. If the presence of such AT&T facilities will block or preclude the use of assigned or otherwise assignable space by SWBT or other joint users, AT&T shall, on SWBT's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.

- (f) SWBT may not install drive rings and J-hooks in space assigned to AT&T without AT&T's approval and shall, at AT&T's request, promptly relocate the facilities in order to accommodate AT&T's facilities and bear all expenses associated with such relocation. If SWBT drive rings or J-hooks have been installed in space subsequently assigned to AT&T, or if the presence of SWBT drive rings or J-hooks blocks or precludes the use of otherwise assignable space on SWBT's poles, SWBT shall, at AT&T's request, relocate such facilities, if it is feasible to do so, as make-ready work.
- (g) AT&T shall, at the request of SWBT or another joint user, at AT&T's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on SWBT's poles other than as permitted in this section.

12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including but not limited to SWBT, AT&T, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SWBT. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

12.05 Responsibility for Maintenance of Facilities. Each party shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of such party's facilities and (b) directing the activities

of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of AT&T's Facilities. Promptly after the issuance of a license, AT&T shall provide SWBT with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of AT&T's facilities and shall thereafter notify SWBT of changes to such information. The manager responsible for routine maintenance of AT&T's facilities shall, on SWBT's request, identify any contractor, subcontractor, or other person performing maintenance activities on AT&T's behalf at a specified site.

12.07 Inspection of Facilities and Facilities Work by AT&T. Subject to the notice requirements of Section 6.11(a), AT&T may enter SWBT's conduit system at any time to inspect AT&T's own facilities. Subject to the notice requirements of Section 6.11(a), AT&T may also enter SWBT's conduit system to review facilities work performed by SWBT or any joint user; provided, however, that AT&T's review of facilities work performed by SWBT or joint users shall be for the sole purpose of ensuring the integrity of AT&T's facilities and shall be conducted by AT&T at AT&T's expense. AT&T shall limit its review of facilities work performed by SWBT and joint users to those work operations whose size or scope would lead AT&T to a reasonable expectation that damage to its facilities may have occurred or may be imminent.

### ARTICLE 13: MODIFICATION OF AT&T'S FACILITIES

13.01 Notification of Planned Modifications. AT&T shall notify SWBT in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a pole or located in any SWBT duct or conduit. The notice shall contain sufficient information to enable SWBT to determine whether the proposed addition, relocation, replacement, or modification is permitted under AT&T's present license or requires a new or amended license. No notice shall be required for such routine modifications as the installation or placement of drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of SWBT's poles, ducts, or conduits, and having no effect on the ability of SWBT or joint users to use or have access to SWBT's poles, ducts, conduits, or rights-of-way.

13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

- (a) requires that AT&T occupy additional space on SWBT's poles except on a temporary basis in the event of an emergency;
- (b) requires that AT&T occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and

15.02 of this Appendix) in any SWBT duct or conduit except on a temporary basis in the event of an emergency;

- (c) results in the facilities attached being different from those described as authorized attachments in AT&T's current license, notice of intent to occupy, or license application and supplemental documentation submitted to SWBT (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class); or
- (d) requires additional holding capacity on a permanent basis.

**13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements.** Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Appendix.

**13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables.** AT&T may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

**13.05 Streamlined Procedures for the Issuance of Amended Licenses.** SWBT may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of AT&T's facilities when it appears to SWBT that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SWBT, will not interfere with SWBT's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein, and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

#### **ARTICLE 14: REARRANGEMENT OF AT&T'S FACILITIES**

**14.01 Notice of Planned Modifications.** The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical

modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

14.02 Rearrangement of AT&T's Facilities at SWBT's Request. AT&T acknowledges that, from time to time, it may be necessary or desirable for SWBT to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by SWBT's own business needs or by factors outside of SWBT's control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to SWBT's poles, ducts, conduits, or rights-of-way.

- (a) AT&T agrees that AT&T will cooperate with SWBT and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by AT&T in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then-applicable statutes, rules, regulations, and commission orders, including the Pole Attachment Act and the Telecommunications Act of 1996 and rules, regulations, and commission orders thereunder.
- (b) AT&T shall make all rearrangements of its facilities 60 days after receiving written notification by SWBT of the required rearrangements, provided, however, that the 60-day period may be extended upon request by AT&T, which request will not be unreasonably refused by SWBT, if AT&T advises SWBT of the reason for the need for the extension and proposes an appropriate completion date. SWBT may request that such modification be made within a shorter period of time, in which event AT&T shall not reject such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:
  - (1) the circumstances under which the rearrangements are sought (e.g., street-widening project, request by a competing provider for access);
  - (2) the timeliness of SWBT's request to AT&T;
  - (3) the nature and number of rearrangements sought;
  - (4) the impact on the ability of the parties and joint users to meet customer service needs; and

- (5) risks of service interruption to customers of the parties and joint users.
- (c) Nothing contained in this article shall preclude AT&T from advising SWBT, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

#### **ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS**

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to SWBT's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service providers utilizing SWBT's poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 Responsibility for Emergency Repairs; Access to Maintenance Duct. In general, each party shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs.

- (a) Nothing contained in this Appendix shall be construed as requiring either party to perform any repair or service restoration work of any kind with respect to the other party's facilities or the facilities of joint users.
- (b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including but not limited to SWBT, AT&T, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a party using the maintenance duct for emergency repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if a designated maintenance duct was an inner duct, a suitable

replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such party occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.

- (c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information. For each SWBT construction district, AT&T shall provide SWBT with the emergency contact number of AT&T's designated point of contact for coordinating the handling of emergency repairs of AT&T's facilities and shall thereafter notify SWBT of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. AT&T shall notify SWBT at the earliest practicable opportunity after discovering any condition on or in any of SWBT's poles, ducts, conduits, or rights-of-way requiring emergency repairs to SWBT's facilities and SWBT shall notify AT&T at the earliest practicable opportunity after discovering any condition on or in any of SWBT's poles, ducts, conduits, or rights-of-way requiring emergency repairs to AT&T's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SWBT, AT&T, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles:

- (a) Emergency service restoration work requirements shall take precedence over other work operations.
- (b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their

decisions on the best information then available to them at the site in question, and may, by mutual agreement at the site, take other factors into consideration in assigning priorities and sequencing service restoration activities.

- (c) SWBT shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by SWBT on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When either party reasonably believes that, due to the condition of the other party's facilities placed on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of SWBT's or AT&T's facilities, or SWBT's or AT&T's ability to meet its service obligations, SWBT or AT&T may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, SWBT or AT&T may reattach them as provided in this section but shall not be obligated to do so.

- (a) Before performing any corrective work involving facilities of the other party, SWBT or AT&T shall first attempt to notify the other party and coordinate corrective work. After such notice has been given, SWBT and AT&T shall coordinate corrective work.
- (b) When an emergency situation exists such that advance notice and coordination are not practicable, either party may perform corrective work without first giving notice to the other party, and shall promptly notify the other party of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. AT&T agrees to cooperate fully with SWBT when emergency pole replacements are required.

- (a) When emergency pole replacements are required, SWBT shall promptly make a good faith effort to contact AT&T to notify AT&T of the emergency and to determine whether AT&T will respond to the emergency in a timely manner.
- (b) If notified by SWBT that an emergency exists which will require the replacement of a pole, AT&T shall transfer its facilities



immediately, provided such transfer is necessary to rectify the emergency. If the transfer is to a SWBT replacement pole, the transfer shall be in accordance with SWBT's placement instructions.

- (c) If AT&T is unable to respond to the emergency situation immediately, AT&T shall so advise SWBT and thereby authorize SWBT (or any joint user sharing the pole with SWBT) to perform such emergency-necessitated transfers (and associated facilities rearrangements) on AT&T's behalf.

15.08 Expenses Associated with Emergency Repairs. Each party shall bear all reasonable expenses arising out of or in connection with any emergency repairs of its facilities and transfers or rearrangements of its facilities associated with emergency pole replacements made in accordance with the provisions of this article.

- (a) Each party shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with any such repair, transfer, or rearrangement of such party's facilities.
- (b) AT&T agrees to reimburse SWBT for the costs incurred by SWBT for work performed by SWBT on AT&T's behalf in accordance with the provisions of this article; provided, however, that when the costs incurred by SWBT are for work performed in part for AT&T and in part for SWBT and third parties, AT&T shall only reimburse SWBT for AT&T's share of the costs.

#### **ARTICLE 16: INSPECTION BY SWBT OF AT&T'S FACILITIES**

16.01 SWBT's Right to Make Periodic or Spot Inspections. SWBT shall have the right, but not the duty, to make periodic or spot inspections at any time of AT&T's facilities attached to SWBT's poles or placed within SWBT's ducts, conduits, or rights-of-way. Such inspections may be conducted for the purpose of determining whether facilities attached to SWBT's poles or placed in SWBT's conduit system are in compliance with the terms of this Appendix and licenses subject to this Appendix. SWBT may charge AT&T for inspection expenses only if the inspection reflects that AT&T is in substantial noncompliance with the terms of this Appendix. If the inspection reflects that AT&T's facilities are not in compliance with the terms of this Appendix, AT&T shall bring its facilities into compliance promptly after being notified of such noncompliance and shall notify SWBT in writing when the facilities have been brought into compliance.

16.02 Report of Inspection Results. SWBT will provide AT&T the results of any inspection of AT&T's facilities performed under Section 16.01 of this Appendix.

#### **ARTICLE 17: TAGGING OF FACILITIES AND UNAUTHORIZED ATTACHMENTS**

17.01 Facilities to Be Marked. AT&T shall tag or otherwise mark all of AT&T's facilities placed on or in SWBT's poles, ducts, conduits, and rights-of-way in a manner sufficient to identify the facilities as AT&T's facilities.

17.02 Removal of Untagged or Unauthorized Facilities. Subject to the provisions of subsections (a)-(d) of this section, SWBT may, without notice to any person or entity, remove from SWBT's poles or any part of SWBT's conduit system any untagged or unmarked facilities, including any such facilities owned or used by AT&T, if SWBT determines that such facilities are not the subject of any current license authorizing their continued attachment to SWBT's poles or occupancy of SWBT's conduit system and are not otherwise lawfully present on SWBT's poles or in SWBT's conduit system.

- (a) Before removing any such untagged or unmarked facilities, SWBT shall first attempt to determine whether the facilities are being used by AT&T or any other firm, are authorized by any license subject to this Appendix, or are otherwise lawfully present on SWBT's poles or in SWBT's conduit system.
- (b) SWBT shall not remove untagged or unmarked facilities which are thought to be operational without first making reasonable efforts to (1) determine the identity of the owner or other person or entity thought to be responsible for the facilities and (2) give advance written notice to such person or entity.
- (c) If the facilities appear to be facilities which are subject to a current license granted to AT&T under this Appendix, or if the facilities are AT&T facilities otherwise lawfully present on SWBT's poles or in SWBT's conduit system, SWBT shall give written notice to AT&T requesting AT&T to tag or mark the facilities within 60 days and AT&T shall either tag the facilities within the 60-day period, advise SWBT in writing of its schedule for tagging the facilities, or notify SWBT in writing that it disclaims ownership of or responsibility for the facilities. If AT&T disclaims ownership of or responsibility for the facilities, AT&T shall disclose to SWBT the identity of the owner or other person or entity thought by AT&T to be responsible for the facilities.

- (d) If the facilities appear to be local facilities used by AT&T but not authorized under a current license subject to this Appendix (or any other current agreement between the parties), the provisions of Sections 17.05-17.12 shall apply.

**17.03 Report of Unlicensed Facilities.** If AT&T determines that facilities presently owned or used by AT&T and attached to SWBT's poles are occupying space within any SWBT duct or conduit in this state or not the subject of current licenses, AT&T shall promptly notify SWBT and either apply for licenses for such facilities or remove the facilities from SWBT's poles, ducts or conduits. Nothing contained in this section shall be construed as requiring AT&T to make a field audit of its existing facilities.

**17.04 Updating of Plant Location Records.** AT&T shall furnish SWBT, upon request, with such information as may from time to time be necessary for SWBT to correct and update SWBT's pole and conduit maps and records, cable plat maps, and other plant location records, if any, recording or logging assignments of pole, duct, and conduit space.

**17.05 Notice to AT&T.** If any of AT&T's local facilities for which no license is presently in effect are found attached to SWBT's poles or anchors or within any part of SWBT's conduit system, SWBT, without prejudice to other rights or remedies available to SWBT under this Appendix, and without prejudice to any rights or remedies which may exist independent of this Appendix, shall send a written notice to AT&T advising AT&T that no license is presently in effect with respect to the facilities and that AT&T must, within 60 days, respond to the notice as provided in Section 17.06 of this Appendix. The notice shall include a statement by SWBT of the factual basis for its belief that the facilities in questioned may be AT&T's facilities. If it is determined that the facilities are not AT&T's facilities, AT&T is entitled to reasonable reimbursement for costs incurred in responding to the notice.

**17.06 AT&T's Response.** Within 60 days after receiving a notice under Section 17.05 of this Appendix, AT&T shall acknowledge receipt of the notice and submit to SWBT, in writing, either:

- (a) a denial or disclaimer of ownership or other interest in the facilities, together with an explanation of the basis for such denial or disclaimer;
- (b) a statement that the facilities are the subject of a current license, together with an explanation of the basis for AT&T's assertion that the facilities are currently licensed, or a statement that no license is required, and an explanation of the basis for that assertion; or

- (c) an application for a new or amended license with respect to such facilities, together with a full and complete explanation of the circumstances under which such facilities were attached to, placed within, or allowed to remain on or in SWBT's poles or any part of SWBT's conduit system. Such explanation shall include, at a minimum, the following:
  - (1) the date (or estimated date) when such facilities were attached to SWBT's poles or placed in SWBT's conduit system, and the basis supporting AT&T's selection of such date (or estimated date); and
  - (2) the basis for AT&T's assertion, if any, that decisions to attach, place or allow the facilities to remain on or in SWBT's poles or conduit system were made in good faith and without intent to circumvent SWBT's pole attachment or conduit occupancy licensing requirements.

17.07 Denial or Disclaimer of Ownership or Other Interest. AT&T's submission to SWBT of a denial or disclaimer of ownership or other interest in the facilities shall constitute AT&T's waiver of any objection AT&T may have to SWBT's removal of the facilities. Submission of such a denial or disclaimer shall not be construed as an agreement by AT&T to pay any charges associated with removal of the facilities and shall be deemed to be a denial of any such responsibility.

17.08 Review by SWBT of Licensing Status. Within 15 business days after receiving AT&T's statement that the facilities are the subject of a current license or that no license is required, SWBT shall review AT&T's explanation of the basis for AT&T's assertions and shall advise AT&T, in writing, whether it agrees or disagrees with AT&T's assertions. If SWBT agrees with AT&T's assertions, the parties may amend the applicable license and no further action shall be required of AT&T. If SWBT does not accept AT&T's position, AT&T shall, within 60 business days, apply for a new or amended license as provided by Section 17.06(c) of this Appendix. Except that, if AT&T determines that the facility in question is the property of AT&T's long distance operations, AT&T will so notify SWBT and provide a contact within AT&T's long distance operations. SWBT shall thereafter deal with AT&T's long distance operations.

17.09 Approval of License and Retroactive Charges. If SWBT approves AT&T's application for a new or amended license, AT&T shall be liable to SWBT for all fees and charges associated with the unauthorized attachments as specified in Section 17.10 of this Appendix. The issuance of a new or amended license as provided by this article shall not operate retroactively or constitute a waiver by SWBT of any of its rights or privileges under this Appendix or otherwise.

**17.10 Fees and Charges.** This section applies to fees and charges with respect to AT&T's facilities placed on or in SWBT pole, duct, or conduit space which has not been assigned to AT&T. AT&T shall be liable to SWBT for all fees and charges associated with any such unauthorized pole attachments or conduit occupancy for which it is responsible. Attachment and occupancy fees and charges shall continue to accrue until the unauthorized facilities are removed from SWBT's poles or conduit system and shall include, but not be limited to, all fees and charges which would have been due and payable if AT&T and its predecessors had continuously complied with all applicable SWBT licensing requirements. Such fees and charges shall be due and payable 30 days after the date of the bill or invoice stating such fees and charges. The parties shall engage in good faith discussions to reach a mutually agreed determination as to the amount due and owing. In some cases, it may be impractical, unduly difficult, or uneconomical to determine the actual amount of fees which would have been due and payable if all licensing requirements had been met. Therefore, if the parties, through good faith discussions fail to reach agreement on the amount due and owing, and if the amount due and owing cannot be determined due to AT&T's inability to provide the information required to determine the correct amount, the amount owing with respect to each unauthorized attachment or occupancy shall be equal to three times the annual attachment and occupancy fees in effect on the date AT&T is notified by SWBT of the unauthorized attachment or occupancy. Payment of such fees shall be deemed liquidated damages and not a penalty. In addition, AT&T shall rearrange or remove its unauthorized facilities at SWBT's request to comply with applicable placement standards, shall remove its facilities from any space occupied by or assigned to SWBT or another joint user, and shall pay SWBT for all costs incurred by SWBT in connection with any facilities rearrangements, modifications, or replacements necessitated as a result of the presence of AT&T's unauthorized facilities.

**17.11 Removal of Unauthorized Attachments.** If AT&T does not apply for a new or amended license with respect to unauthorized facilities within the specified period of time, or if such application is received and specifically disapproved, SWBT shall by written notice request AT&T to remove its unauthorized facilities not less than 60 days from the date of notice and AT&T shall remove the facilities within the time specified in the notice; provided, however, that SWBT may request AT&T to remove such facilities at an earlier date if such earlier removal is necessary for reasons beyond SWBT's control. If the facilities have not been removed within the time specified in the notice, SWBT may, at SWBT's option, remove AT&T's facilities at AT&T's expense.

**17.12 No Ratification of Unlicensed Attachments or Unauthorized Use of SWBT's Facilities.** No act or failure to act by SWBT with regard to any unlicensed attachment or occupancy or unauthorized use of SWBT's facilities shall be deemed to constitute a ratification by SWBT of the unlicensed attachment or occupancy or unauthorized use, nor shall the payment by AT&T of fees and charges for unauthorized pole attachments or conduit occupancy exonerate AT&T from civil or criminal liability

for any deliberate trespass or other illegal or wrongful conduct in connection with the placement or use of such unauthorized facilities.

#### **ARTICLE 18: REMOVAL OF AT&T'S FACILITIES**

18.01 Responsibility for Removing Facilities. AT&T shall be responsible for and shall bear all expenses arising out of or in connection with the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way. Such removals shall be performed in accordance with the provisions of this article.

- (a) AT&T shall give SWBT, when practicable, at least 30 days' advance notice in writing of its intent to remove facilities from any part of SWBT's conduit system and the proposed method of removal. The notice shall include the locations of the facilities to be removed, the name and telephone number of the manager responsible for the removal of the facilities, and the estimated dates when removal of the facilities will begin and end.
- (b) AT&T shall, if requested by SWBT to do so, place a pull mandrel (slug) through all or any specified part of the duct which was occupied by AT&T.
- (c) Except as otherwise agreed upon in writing by the parties, AT&T must, after removing its facilities, plug all previously occupied ducts at the entrances to SWBT's manholes (if SWBT would itself plug the ducts under the same circumstances) in accordance with the standards set by SWBT for its operations, provided that such standards have been communicated in writing to AT&T at least 60 days in advance of the removal of AT&T's facilities.
- (d) AT&T shall be solely responsible for the removal of its own facilities and for (1) paying all persons and entities which provide materials, labor, access to real or personal property, or other goods or services in connection with the removal of AT&T's facilities from SWBT's poles, ducts, conduits, or rights-of-way and (2) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.
- (e) When AT&T no longer intends to occupy space on a pole or in a conduit AT&T will provide written notification to SWBT that it wishes to terminate the license with respect to such space and will remove its facilities from the space described in the notice. Upon removal of AT&T's facilities, the license shall terminate and the

space shall be available for reassignment.

**18.02 Removal of Facilities Not in Active Use.** At SWBT's request, AT&T shall remove from SWBT's poles, ducts, conduits, and rights-of-way any of AT&T's facilities which are no longer in active use; provided, however, that AT&T shall not be required to remove such facilities when due cause and justification exists for allowing them to remain in place. AT&T shall not be required to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless removal expenses are paid by the person or entity requesting removal of such facility. AT&T shall not be required to remove cables that would require excavation to remove unless the person or entity requesting removal of such cables bears the expenses of excavation in a manner analogous to the provisions of Section 10.02(c) of this Appendix. AT&T shall not abandon any of its facilities by leaving them on SWBT's poles, in SWBT's ducts, conduits, or rights-of-way, at any location where they may block access to or obstruct SWBT's poles, ducts, conduits, or rights-of-way, or on any public or private property (other than property owned or controlled by AT&T) in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

**18.03 Removal Following Termination of License.** AT&T shall remove its facilities from SWBT's poles, ducts, conduits, or rights-of-way within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after termination of the license authorizing the attachment of such facilities to SWBT's poles or the placement of such facilities in SWBT's ducts, conduits, or rights-of-way.

**18.04 Removal Following Replacement of Facilities.** Each party shall remove facilities no longer in service from SWBT's poles or conduit system within 60 days, or within such other period of time as shall be mutually agreeable to the parties, after the date such party replaces existing facilities on a pole or in a conduit with substitute facilities on the same pole or in the same conduit; provided, however, that removal of facilities from the maintenance ducts shall be governed by Section 12.04, 13.03, and 15.02 of this Appendix; provided further that this section applies only to the removal of facilities which have been replaced after the effective date of this Appendix; and provided that neither party shall be required to remove such facilities when due cause and justification exists for allowing them to remain in place. Neither party shall be required by this section to remove retired or inactive (dead) cables that have been overlashed by other facilities which remain in active use unless the other party requests such removal and removal expenses are paid by the person or entity requesting removal. Neither party shall be required to remove cables that would require excavation to remove unless the other party requests such removal and removal expenses are paid by the person or entity requesting removal.

**18.05 Removal to Avoid Forfeiture.** If the presence of AT&T's facilities on SWBT's poles or in SWBT's ducts, conduits, or rights-of-way would cause a forfeiture of the rights of SWBT to occupy the property where such pole, duct, conduit, or right-of-

way is located, SWBT will promptly notify AT&T in writing and AT&T shall not, without due cause and justification, refuse to remove its facilities within such time as may be required to prevent such forfeiture. SWBT will give AT&T not less than 60 days from the date of notice to remove AT&T's facilities unless prior removal is required to prevent the forfeiture of SWBT's rights. At AT&T's request, the parties will engage in good faith negotiations with each other, with joint users, and with third-party property owners and cooperatively take such other steps as may be necessary to avoid the unnecessary removal of AT&T's facilities in the face of a threatened forfeiture.

18.06 Notice of Completion of Removal Activities. AT&T shall give written notice to SWBT stating the date on which the removal of its facilities from SWBT's poles, ducts, conduits, and rights-of-way has been completed. Charges shall continue to accrue with respect to such facilities until AT&T's facilities have been removed, pull mandrels (slugs) have been pulled if required by Section 18.01(b) of this Appendix, AT&T has plugged all previously occupied ducts at the entrances to SWBT's manholes as required by Section 18.01(c) of this Appendix, and the notice required by this section has been given.

18.07 Notice of SWBT's Intent to Remove Facilities. If AT&T fails to remove its facilities from SWBT's poles, ducts, or conduits in accordance with the provisions of Sections 18.01-18.06 of this Appendix, SWBT may remove such facilities and store them at AT&T's expense in a public warehouse or elsewhere without being deemed guilty of trespass or conversion and without becoming liable to AT&T for any injury, loss, or damage resulting from such actions. SWBT shall give AT&T not less than 60 days prior written notice of its intent to to remove AT&T's facilities pursuant to this section and shall not remove the facilities, without first obtaining a court order authorizing such removal, pending the resolution of any dispute resolution procedures or legal proceedings initiated by either party to resolve questions relating to SWBT's right to remove the facilities. The notice shall state:

- (a) the date when SWBT plans to commence removal of AT&T's facilities, and that AT&T may remove the facilities at AT&T's sole cost and expense at any time before the date specified;
- (b) SWBT's plans with respect to disposition of the facilities removed; and
- (c) that AT&T's failure to remove the facilities or make alternative arrangements with SWBT for removal and disposition of the facilities shall constitute an abandonment of the facilities and of any interest therein.

18.08 Removal of Facilities by SWBT. If SWBT removes any of AT&T's facilities pursuant to this article, AT&T shall reimburse SWBT for SWBT's costs in



connection with the removal, storage, delivery, or other disposition of the removed facilities.

**18.09 Reattachment or Subsequent Attachment Following Removal.** After AT&T's facilities have been properly removed pursuant to the provisions of this article, neither the removed facilities nor replacement facilities shall be attached to SWBT's poles or placed in SWBT's conduit system until AT&T has first submitted new applications for the facilities and complied with the provisions of this Appendix.

## **ARTICLE 19: FEES, CHARGES, AND BILLING**

**19.01 Rates and Administrative Fees.** The following rates and administrative fees shall apply during the terms of the parties' Interconnection Agreement and shall not be increased or decreased except as provided herein or by the Commission order.

- (a) **Rates for Pole Attachments and Conduit Occupancy.** In accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, AT&T shall pay SWBT rates of \$2.35 per year per pole attachment and \$0.40 per duct foot per year for conduit occupancy, until such time as the Federal Communications Commission promulgates amended rules governing pole attachment and conduit occupancy rates. Conduit occupancy rates apply to manhole occupancy, calculated to the center point of the manhole. Pole attachment and conduit occupancy rates charged by SWBT to AT&T under this Appendix will then be adjusted in accordance with the FCC's rules on a going-forward basis.
- (b) **Administrative Fees.** As provided by the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, SWBT shall be allowed to charge administrative fees to AT&T. The amount charged by SWBT to AT&T for administrative fees shall be identical to the amount charged by SWBT to CATV providers. Further, in accordance with the Missouri Public Service Commission's arbitration order in Case No. TO-97-40, if the FCC promulgates rules governing the assessment of administrative fees, those rules shall apply to administrative fees charged by SWBT to AT&T on a going-forward basis.
- (c) **Partial Duct and Inner Duct Occupancy Rates.** SWBT's rates for partial duct and inner duct occupancy shall be determined in accordance with the Pole Attachment Act and applicable rules, regulations, and Commission orders thereunder. Partial duct and inner duct rates shall be standardized rather than determined on a case-by-case basis which requires individual analysis of conduit

sections occupied. If two or more cable facilities occupy a duct that has not been subdivided by inner duct, a half-duct occupancy rate will apply for each cable facility placed in the duct. A half-duct occupancy rate will apply to the first facility placed by AT&T in a previously unoccupied duct that has not been subdivided by inner duct if the presence of AT&T's cable facility does not render the other half of the duct unusable by others. A half-duct rate shall apply to each inner duct occupied. If the FCC promulgates rules governing rates for partial duct and inner duct occupancy, those rules shall apply, on a going forward basis, to partial duct and inner duct occupancy rates charged to AT&T by SWBT under this Appendix.

19.02 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses subject to this Appendix shall be due and payable in advance. Fees for pole attachments shall be based on the number of AT&T's pole attachments as of the date of billing by SWBT, and shall be payable semiannually in advance. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole six inches above and six inches below the point of attachment, together with routine ancillary apparatus such as anchors, dead-end clamps, strands, drop-wire, drive rings, J-hooks, and other ancillary apparatus that does not interfere with the ability of SWBT and others to occupy usable space on the pole other than usable space assigned to AT&T. Fees for conduit occupancy shall be based on the number of duct feet occupied by or assigned to AT&T as of the date of billing by SWBT, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space occupied by or assigned to AT&T shall be subject to billing whether or not a current license for such space is in effect.

- (a) Bills shall be submitted to AT&T for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.
- (b) Charges associated with new pole attachments and conduit occupancy shall be prorated on a daily basis and billed with the next semi-annual bill.
- (c) Charges shall be prorated on a daily basis following the removal of AT&T's facilities and shall be retroactively adjusted as a credit on the next semiannual bill.

19.03 Make-Ready Charges. Except as provided in Section 10.02(a), AT&T will pay half of SWBT's make-ready charges after 50% completion of work, and the remainder at completion. Bills and invoices submitted by SWBT to AT&T for make-

ready charges shall be due and payable 30 days after the date of the bill or invoice.

19.04 Due Date for Payment, Interest on Past Due Invoices, Remedies for Non-payment, and Procedures for Disputing Charges. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to AT&T for any fees or charges under this Appendix shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. AT&T agrees to pay each such bill or invoice on or before the stated due date. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 60 days after the date of the bill or invoice.

- (a) Interest on past due bills and invoices shall accrue at the rate of 12% per annum, or the maximum rate allowed by law, whichever is less.
- (b) If AT&T fails to pay, when due, any fees or charges billed to AT&T under this Appendix, and any portion of such fees or charges remains unpaid more than 15 calendar days after the due date, SWBT may send AT&T a written notice advising AT&T that this Appendix, or specified licenses subject to this Appendix, may be terminated if such fees or charges are not paid within 15 calendar days after the date of the notice. AT&T must remit to SWBT all such unpaid fees or charges, whether disputed or undisputed, within 15 days after the date of the notice. If AT&T pays disputed fees under protest, and it is later determined that such fees or any portion thereof should be refunded, the portion of fees to be refunded shall be refunded with interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less.
- (c) AT&T may dispute any fees or charges billed by SWBT to AT&T under this Appendix by invoking the dispute resolution procedures available to AT&T under the parties' Interconnection Agreement or otherwise agreed to by the parties.
- (d) If AT&T does not dispute such fees or charges and any portion of such undisputed fees or charges remains unpaid 30 calendar days after the date of the notice, SWBT may, to the extent permitted by the Pole Attachment Act and applicable rules, regulations, and commission orders, terminate this Appendix and licenses subject to this Appendix, suspend the processing of pending applications for access to SWBT's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest

thereon, have been paid in full. SWBT shall not terminate this Appendix for licenses subject to this Appendix for minor monetary amounts.

19.05 Charges for Work Performed by SWBT Employees. Except as otherwise specifically required by applicable commission orders, SWBT's charges to AT&T for work performed by SWBT employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SWBT's charges for work performed by SWBT employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures applicable to this Appendix. Notwithstanding the execution of this Appendix, AT&T shall have the right to challenge the methodology utilized by SWBT to determine hourly rates for SWBT employees at any time in any forum having jurisdiction over the subject matter.

## ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. SWBT may require AT&T, authorized contractors and other persons acting on AT&T's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Appendix only as provided in subsections (a)-(b) of this section. Bonds shall not be required for entities meeting all self-insurance requirements of Section 23.02 of this Appendix.

- (a) If AT&T elects to perform make-ready or facilities modification work under Section 6.08(c) or Sections 10.02 - 10.05 of this Appendix, SWBT may require AT&T, authorized contractors, and other persons acting on AT&T's behalf to execute bonds equivalent to those which would be required by SWBT if the work had been performed by contractors, subcontractors, or other persons selected directly by SWBT. No bonds shall be required of AT&T, authorized contractors, or other persons acting on AT&T's behalf except in those situations where a bond would be required if the work were being performed on SWBT's behalf.
- (b) No other bond shall be required of AT&T to secure obligations arising under this Appendix in the absence of due cause and justification.
- (c) If a bond or similar form of assurance is required of AT&T, an authorized contractor, or other person acting on AT&T's behalf, AT&T shall promptly submit to SWBT, upon request, adequate

proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be canceled, changed or materially altered without first providing SWBT 60 days written notice.

- (d) SWBT may communicate directly with the issuer of any bond required by SWBT pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the issuer for payment or performance of any obligations secured by the bond.

**ARTICLE 21  
RESERVED FOR FUTURE USE**

**ARTICLE 22  
RESERVED FOR FUTURE USE**

**ARTICLE 23: INSURANCE**

23.01 Insurance Required. AT&T shall comply, and cause its contractors and subcontractors acting on its behalf to comply, with the insurance requirements specified in this section:

- (a) Unless AT&T has provided proof of self-insurance as permitted in Section 23.02 below, AT&T shall obtain and maintain in full force and effect, for so long as this Appendix remains in effect, insurance policies specified in Exhibit IV of this Appendix. Each policy shall name SWBT as an additional insured and shall include provisions requiring the insurer to give SWBT notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SWBT's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.
- (b) Exclusions from coverage or deductibles, other than those expressly permitted in Exhibit IV, must be approved in writing by SWBT.
- (c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way on AT&T's behalf shall be required to meet the same insurance (or self-insurance) requirements applicable to contractors performing similar work on SWBT's behalf.
- (d) Self-insurance shall be permitted for persons and entities (including but not limited to AT&T and authorized contractors) meeting the

self-insurance requirements set forth in Section 23.02 of this Appendix.

**23.02 Proof of Insurance or Self-Insurance.** Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

- (a) AT&T shall submit to SWBT adequate proof (as determined by SWBT) that the companies insuring AT&T are providing all coverages required by this Appendix. AT&T's insurers shall provide SWBT with certifications that the required coverages will not be canceled, changed, or materially altered (e.g., by increasing deductibles or altering exclusions from coverages) except after 30 days written notice to SWBT.
- (b) SWBT will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SWBT will accept self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in Exhibit IV and SWBT is satisfied that such person or entity will be able to meet its liability obligations under this Appendix.

**23.03 Licensing Contingent on Proof of Insurance.** All insurance required in accordance with Exhibit IV, or self-insurance as permitted in Section 23.02, must be in effect before SWBT will issue pole attachment or conduit occupancy licenses under this Appendix and shall remain in force until all of AT&T's facilities have been removed from SWBT's poles, ducts, conduits, and rights-of-way.

**23.04 Failure to Obtain or Maintain Coverage.** AT&T's failure to obtain and maintain the required levels and types of insurance coverage required under this Appendix may be grounds for termination of licenses subject to this Appendix. If an insurance carrier shall at any time notify AT&T or SWBT that any policy or policies of insurance required under this Appendix will be canceled or changed in any manner which will result in AT&T's failure to meet the requirements of this Appendix, SWBT may terminate this Appendix and all licenses subject to this Appendix not less than 60 days after giving AT&T written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless AT&T has obtained (or made arrangements satisfactory to SWBT to obtain) the required coverage from another source. In the alternative, SWBT may, in its sole discretion, elect to take such action as

may be necessary to keep any such policy in effect with the required coverages.

#### ARTICLE 24: ASSIGNMENT OF RIGHTS

24.01 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Appendix except as provided in this section.

- (a) Either party may assign or transfer rights or obligations under this Appendix, on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent which consent may be withheld only for due cause and justification.
- (b) The parties shall provide each other with 60 days advanced notice in writing of any assignment subject to the provisions of this Article.
- (c) Either party may assign or transfer rights or obligations under this Appendix on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent, which consent may be withheld only for due cause and justification.

24.02 Sublicenses Prohibited. Nothing contained in this Appendix shall be construed as granting AT&T the right to sublicense any rights under this Appendix or licenses subject to this Appendix to any third party. Except as otherwise expressly permitted in this Appendix, AT&T shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to AT&T or to utilize such space.

#### ARTICLE 25: TERMINATION

25.01 Termination of Appendix Due to Non-Use of Facilities. Termination Due to Non-Use of Facilities. AT&T shall, by written notice to SWBT, terminate this Appendix and all licenses subject to this Appendix if AT&T ceases to be a party entitled to access to SWBT's poles, ducts, conduits and rights-of-way under the Pole Attachment Act, ceases to do business in this State, or ceases to make active use of SWBT's poles, ducts, conduits, and rights-of-way in this State.

25.02 Limitation, Termination, or Refusal of Access for Certain Material Breaches. AT&T's access to SWBT's poles, ducts, conduits, and rights-of-way shall not materially interfere with or impair service over any facilities of SWBT or any joint user, cause material damage to SWBT's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SWBT or any joint user, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of SWBT's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SWBT may limit, terminate or refuse access if AT&T violates this provision; provided, however, that such limitation, termination or refusal will be limited

to AT&T's access to poles, ducts, conduits, and rights-of-way located in the SWBT construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable AT&T to adopt suitable controls to prevent further violations, and shall be subject to review, at AT&T's request, pursuant to the dispute resolution procedures applicable to this Appendix or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event AT&T invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction over the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

25.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Appendix by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.

- (a) The notice shall set forth in reasonable detail:
  - (1) the conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
  - (2) the action believed necessary to cure the alleged breach; and
  - (3) any other matter the complaining party desires to include in the notice.
- (b) Except as provided in Section 25.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Appendix or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures applicable to this Appendix or any dispute resolution procedures offered by the FCC or Missouri Public Service Commission, at any time.
- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct



of the other party which threatens the complaining party with irreparable injury, loss, or damage without first giving the notice otherwise required by subsection (b).

**ARTICLE 26  
RESERVED FOR FUTURE USE**

**ARTICLE 27  
RESERVED FOR FUTURE USE**

**ARTICLE 28  
RESERVED FOR FUTURE USE**

**ARTICLE 29: NOTICES**

29.00 Scope of Article. This Article applies only to operational notices regarding poles, ducts, conduits, and rights-of-way. For all other notices, please refer to the terms and conditions section of the Interconnection Agreement.

29.01 Notices to AT&T. All written notices required to be given to AT&T shall be delivered or mailed to AT&T's duly authorized agent or attorney, as designated in this section. AT&T may add special instructions by submitting to SWBT such instructions under an exhibit to be named Exhibit VI.

- (a) Such notice may be delivered to AT&T's duly authorized agent or attorney in person or by agent or courier receipted delivery.
- (b) Such notice may be mailed to AT&T's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.
- (c) AT&T may authorize delivery of the notice by telephonic document transfer to the AT&T's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.
- (d) Notices to AT&T shall be sent to the authorized agent or attorney designated below:

Guy Parks  
District Manager  
AT&T  
17025 Castle Pine Drive  
Reno, NV 89511  
(702) 853-3067

29.02 Notices to SWBT. Except as otherwise provided in EXHIBIT VII ("Notices to SWBT"), all written notices required to be given to SWBT shall be delivered or mailed to SWBT's duly authorized agent or attorney, as designated in this section.

- (a) Such notice may be delivered to SWBT's duly authorized agent or attorney in person or by agent or courier receipted delivery.
- (b) Such notice may be mailed to SWBT's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.
- (c) SWBT may authorize delivery of the notice by telephonic document transfer to SWBT's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.
- (d) On the effective date of this Appendix, and until further notice to AT&T, SWBT's duly authorized agent shall be the Utility Liaison Supervisor ("ULS") designated in EXHIBIT VIII.

29.03 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

EXHIBIT VI: None at this time

EXHIBIT VII: Notices to Southwestern Bell

EXHIBIT VIII: Identification of Utility Liaison Supervisor

## ARTICLE 30: CONFIDENTIALITY OF INFORMATION

30.01 Information Provided by AT&T to SWBT. Except as otherwise specifically provided in this Appendix, all company-specific and customer-specific information submitted by AT&T to SWBT in connection with this Appendix (including but not limited to information submitted in connection with AT&T's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "Confidential" or "Proprietary" information of AT&T and shall be subject to the terms set forth in this article. Confidential or Proprietary information specifically includes information or knowledge related to AT&T's review of records regarding a particular market area, or relating to assignment of space to AT&T in a particular market area, and further includes knowledge or information about the timing of AT&T's request for or review of records or its inquiry about SWBT facilities. This article does not limit the use by SWBT of aggregate information relating to the occupancy and use of SWBT's poles, ducts, conduits, and rights-of-way by firms other than SWBT (that is, information submitted by AT&T and aggregated by SWBT in a manner that does not directly or indirectly identify AT&T).

30.02 Access Limited to Persons with a Need to Know. Confidential or Proprietary information provided by AT&T to SWBT in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 30.03 to 30.06.

30.03 Permitted Uses of AT&T's Confidential or Proprietary Information. SWBT and persons acting on SWBT's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize AT&T's Confidential or Proprietary information for the following purposes, and no others: (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Appendix and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

30.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to AT&T may be made available to personnel of third parties seeking access to SWBT's records pursuant under provisions equivalent to those contained in Section 7.03 of this Appendix.

30.05 Defense of Claims. In the event of a dispute between SWBT and any person or entity, including AT&T, concerning SWBT's performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SWBT may utilize Confidential or Proprietary information submitted by AT&T in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SWBT shall not disclose AT&T's Proprietary or Confidential Information without first, at SWBT's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing AT&T notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

30.06 Response to Subpoenas, Investigative Demands, Court Orders, and Agency Orders. Nothing contained in this Article shall be construed as precluding SWBT from complying with any subpoena, civil or criminal investigative demand, or order issued or entered by a court or agency of competent jurisdiction; provided, however, that SWBT shall not disclose AT&T's Proprietary or Confidential Information without first, at SWBT's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing AT&T notice of the subpoena, demand, or order and the opportunity to protect the Proprietary or Confidential Information.

30.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from AT&T pursuant to this Appendix are authorized or permitted without AT&T's express written consent.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION  
WHICH MAY BE ENFORCED BY THE PARTIES.

SOUTHWESTERN BELL TELEPHONE COMPANY

By:

\_\_\_\_\_  
Signature of SWBT's Authorized Officer/Employee:

\_\_\_\_\_  
Name of SWBT's Authorized Officer/Employee (Printed or Typed)

\_\_\_\_\_  
Position/Title of SWBT's Authorized Officer/Employee

\_\_\_\_\_  
Date

AT&T COMMUNICATIONS OF THE SOUTHWEST INCORPORATED:

\_\_\_\_\_  
AT&T Communications of the Southwest Inc.

By:

\_\_\_\_\_  
Signature of AT&T's Authorized Officer/Employee

\_\_\_\_\_  
Name of AT&T's Authorized Officer/Employee (Printed or Typed)

\_\_\_\_\_  
Title of AT&T's Authorized Officer/Employee

\_\_\_\_\_  
Date



**EXHIBIT I**  
**(MISSOURI)**

Reserved for Future Use





**EXHIBIT II**  
**IDENTIFICATION OF APPLICANT (MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: \_\_\_\_\_

\_\_\_\_\_

Applicant's principal place of business is located in the State of \_\_\_\_\_

Applicant does business under the following assumed names: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant is:

☐ a corporation organized under the laws of the State of \_\_\_\_\_,  
charter no. \_\_\_\_\_;

☐ a partnership organized under the laws of the State of \_\_\_\_\_; or

☐ another entity, as follows: \_\_\_\_\_

\_\_\_\_\_

Applicant represents that Applicant is:

☐ (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));

☐ (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or

☐ (3) a person or entity which is neither (1) nor (2) above, as follows:

\_\_\_\_\_



**EXHIBIT III**  
**ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SWBT's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been conformed to the Master Agreement. The forms may be further revised by SWBT to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SWBT to Applicant and others.

- SW-9433: Pole Attachments
- SW-9434: Access Application and Make-Ready Authorization
- SW-9435: Conduit Occupancy
- SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee
- SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant
- SW-9436C: Notification of Unauthorized Attachments by Applicant



South ern Bell Telephone

Installation Period: \_\_\_\_\_, Plus 5 Years

Customer's NAME: \_\_\_\_\_

AGREEMENT No.: \_\_\_\_\_

APPLICATION No.: \_\_\_\_\_

# ie Attachments

[ ] Provisional, Records Based Assignment

[ ] Pre-Occupancy Survey

PAGE \_\_\_\_\_

TYPE: \_\_\_\_\_

(CATV, Telecom, Other)

Item #	W.C.	Record #	Pole #	Ownership SWBT or Power	Street Address	Proposed Attachment Height	Guy Rq'd Y or N	Make Ready Work Y or N	Make Ready Description	Pole Mntd Apparatus Height
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
		TOTAL								
Number of Cables _____						Other Notes: _____				
Weight/per ft. and Size/O.D. _____										
Number and Types of Strands _____										

Date: \_\_\_\_\_  
Time: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
SWBT Representative

SIGNED: \_\_\_\_\_  
Applicant's Representative

☐ Official File Copy, If Checked In Red

**SW9433  
POLE ATTACHMENTS  
FORM INSTRUCTIONS**

Form SW9433 may be used for the following two purposes, Provisional, Records Based Assignment or as the Pre-Occupancy Survey. The applicant may complete the SW9433 and submit this to SWBT while reviewing the records and make a Provisional, Records Based Assignment. The applicant will also use this form when making the Pre-Occupancy Survey as a reference sheet of information required for acquiring pole attachment space

***REQUIRED INFORMATION FOR PROVISIONAL, RECORDS BASED ASSIGNMENT***

**FIRM'S NAME:** Name of firm requesting pole attachment space.

**AGREEMENT No.:** Number obtained from the Master Agreement Number.

**APPLICATION No.:** Will be provided by applicant in sequential ascending order.

[    ] **Provisional, Records Based Assignment:** Applicable when an applicant elects to a Provisional, Records Based Assignment. The form will be signed and dated at the bottom by both the applicant and the SWBT representative. A copy will be provided to the applicant and the original will be maintained by SWBT.

**Type:** The applicant states that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

**W.C. (Wire Center):** Will be completed by a SWBT Design Engineer.

**Record #:** The SWBT paper record or the SWBT mechanized record number.

**Pole #:** Applicant will supply the pole number either from the SWBT Records or from a field visit.

**Ownership:** Applicant will determine and post the ownership of the pole by marking S for SWBT or P for Power Company based on SWBT's records.

**Street Address:** Applicant will provide street address or geographical reference point of the pole.

**Proposed Attachment Height:** Applicant will provide the proposed attachment height in feet and inches on the pole.

**Guy Req'd:** Not required for Provisional, Records Based assignment.

**Make Ready Work:** Not required for Provisional, Records Based assignment.

**Make Ready Description:** Not required for Provisional, Records Based assignment.

**Pole Mntd Apparatus Height:** Not required for Provisional, Records Based assignment.

**Weight/per ft. and Size/O.D.:** Applicant will provide.

**Number and Types of Strands:** Applicant will provide the number and types of strands.

**Other Notes:** Any other notes relevant to the request including any infrequent construction techniques.

**Date:** The date the Provisional, Records Based Assignment was made.

**Time:** The time the Provisional, Records Based Assignment was made.

**Signed (Applicant's Representative):** Applicant's Representative signs that the Provisional, Records Based Assignment was made.

**Signed (SWBT Representative):** SWBT's Representative signs that the Provisional, Records Based Assignment was made.

**REQUIRED INFORMATION FOR PRE-OCCUPANCY SURVEY**

**FIRM'S NAME:** Name of firm requesting pole attachment space.

**AGREEMENT No.:** Number obtained from the Master Agreement Number.

**APPLICATION No.:** Will be provided by SWBT.

[ ] **Pre-Occupancy Survey:** This would be checked when this form is being used as a Pre-Occupancy Survey. The form would be completed in its entirety and signed by the applicant and submitted to SWBT for review in obtaining pole attachment space.

**Type:** The applicant states that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

**W.C. (Wire Center):** Will be completed by a SWBT Design Engineer.

**Record #:** The SWBT paper record or mechanized record number.

**Pole #:** Applicant will supply the pole number either from the SWBT Records or from a field visit.

**Ownership:** Applicant will determine and post the ownership of the pole by marking S for SWBT or P for Power Company.

**Street Address:** Applicant will provide street address or geographical reference point of the pole.

**Proposed Attachment Height:** Applicant will provide the proposed attachment height in feet and inches on the pole.

**Guy Rq'd:** Applicant will state if a guy is required. (Yes or No).

**Make Ready Work:** Applicant will state if make ready work is required. (Yes or No)

**Make Ready Description:** Applicant will give description of make ready work required.

**Pole Mntd Apparatus Height:** Applicant will state any proposed apparatus that would be placed on the pole. (Terminal, etc.)

**Number of Cables:** Applicant will state the number of cables that will be placed on the pole.

**Weight/per ft. and Size/O.D.:** Applicant will provide.

**Number and Types of Strands:** Applicant will provide the number and types of strands.

**Other Notes:** Any other notes relevant to the request including any infrequent construction techniques.

**Date:** The date the Pre-Occupancy Survey was submitted to SWBT.

**Time:** The time the Pre-Occupancy Survey was submitted to SWBT.

**Signed (Applicant's Representative):** Applicant's Representative signs when Pre-Occupancy Survey was submitted to SWBT.

**Signed (SWBT Representative):** SWBT's Representative signs when Pre-Occupancy Survey was submitted to SWBT.







## Access Application and Make-Ready Authorization

Retention Period: Active, plus 5 years

(Request for Access to Poles, Ducts, Conduit)

Name of Applicant \_\_\_\_\_

Agreement No. \_\_\_\_\_

Application No. \_\_\_\_\_

### Provisional Assignment

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant; application is hereby made for a provisional assignment of space in anticipation of a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

\_\_\_\_\_ SWBT poles \_\_\_\_\_ Feet SWBT Whole Duct \_\_\_\_\_ Feet SWBT Innerduct

Applicant desires immediate assignment of space and acknowledges that the effective date is \_\_\_\_\_. Applicant agrees to provide an application for assignment/access/occupancy of the assigned space within 30 days from the date of the assignment, or forfeit the assignment

Provisional Assignment Expiration Date \_\_\_\_\_

### Assignment/Access/Occupancy

As specified in the attached documents, and in accordance with the terms and conditions of the Master Agreement between SWBT and Applicant; application is hereby made for occupancy of space through a nonexclusive license of communication facilities to access the quantity of SWBT facilities indicated below:

\_\_\_\_\_ SWBT poles \_\_\_\_\_ Feet SWBT Whole Duct \_\_\_\_\_ Feet SWBT Innerduct

Applicant authorizes SWBT to perform the required pre-licensing survey including any field inspections required to evaluate capacity, safety, reliability, and engineering standards; and to determine the cost, if any, of required modifications or make-ready work.

Effective Date \_\_\_\_\_ Assignment Expiration Date: \_\_\_\_\_

Applicant's Estimated Construction Start Date: \_\_\_\_\_

Applicant's Estimated Construction Completion Date: \_\_\_\_\_

Authorized by Applicant: \_\_\_\_\_  
Signature Title

Date: \_\_\_\_\_

### Make-Ready Work

Estimated Costs	Hours	Rate	Total
Constr. Labor	_____ x	\$ _____	\$ _____
Material	XXX x	\$ XXX	\$ _____
Engr. Design	_____ x	\$ _____	\$ _____
Total			\$ _____

Estimated SWBT Completion Date

☐ No Make-Ready Work Required. ☐ No Make-Ready Work Required under 8.03(a).

☐ Make-Ready Work will be completed by applicant's authorized contractor.

☐ I authorize SWBT to complete the required make-ready work. Costs will be based upon actual costs incurred by SWBT.

Applicant's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

License No. \_\_\_\_\_

Authorized by SWBT: \_\_\_\_\_

Date: \_\_\_\_\_

Signature

Title

☐ Official File Copy, if Checked in Red

SW-9434  
(Rev. 3-97)

**SW-9434**  
**ACCESS APPLICATION and MAKE-READY AUTHORIZATION**  
**FORM INSTRUCTIONS**

Form SW-9434 is used to request access to poles, ducts, and conduit; to transmit notice of Provisional Assignments; and to provide other information required in the access process.

**REQUIRED INFORMATION**

**NAME OF APPLICANT.** Name of firm requesting space on poles or in conduit.

**AGREEMENT NO.** Number obtained from the Master Agreement Number.

**APPLICANT NO.** Will be provided by applicant in sequential ascending order.

**Provisional Assignment Box Data**

**"attached documents"** Copies of the Assignment Of Space Logs showing the applicant's entries for the requested space or completed Forms SW-9433 or SW-9435 if appropriate. Assignment is not official until the required data is entered in the Assignment Of Space Log.

\_\_\_\_\_ **SWBT poles** The number of poles for which space is requested.

\_\_\_\_\_ **Feet SWBT Whole Duct** The accumulated Center-to-Center measurements for the Whole Duct to be occupied. To be used **only for cables too large in diameter** (Typically copper conductor cables.) to fit in SWBT standard innerduct.

\_\_\_\_\_ **Feet SWBT Innerduct** The accumulated Center-to-Center measurements for the innerduct to be occupied.

**Effective date is** date entered in Assignment Of Space Log

**Provisional Assignment Expiration Date:** 30 calendar days from the date entered in the Assignment of Space Log (i.e., Date Application must be submitted to hold the assignment of space.)

**Assignment/Access/Occupancy Box Data**

**"attached documents"** Completed Forms SW-9433 and/or SW-9435.

\_\_\_\_\_ **SWBT poles** The number of poles to be accessed.

\_\_\_\_\_ **Feet SWBT Whole Duct** The accumulated Center-to-Center measurements for the Whole Duct to be occupied. To be used **only for cables too large in diameter** (Typically copper conductor cables.) to fit in SWBT standard innerduct.

\_\_\_\_\_ **Feet SWBT Innerduct** The accumulated Center-to-Center measurements for the innerduct to be occupied.

**Effective date is** date entered in Assignment Of Space Log

**Assignment Expiration Date:** 12 months from the date entered in the Assignment of Space Log (Date facilities must be placed to avoid forfeiture of assigned space.)

**SW-9434**  
**ACCESS APPLICATION and MAKE-READY AUTHORIZATION**  
**FORM INSTRUCTIONS**

**Applicant's Estimated Construction Start Date:** Current "best estimate" of the date project construction will begin. "ASAP" is not an acceptable date.

**Applicant's Estimated Construction Completion Date:** Current "best estimate" of the date placements and splicing will be completed. "ASAP" is not an acceptable date.

**Authorized by Applicant:** Signature and Title of the Applicant's representative authorizing the request for access and payment (if any) of related SWBT engineering charges in connection with such access.

**Date:** Date of authorization by Applicant's representative.

**MAKE-READY WORK Box Data**

**Estimated costs:** SWBT will calculate data for Construction Labor, Material, and Engineering Design hours and summarize the TOTAL estimated SWBT Make-Ready Costs.

**Estimated SWBT Completion Date** SWBT Engineering will provide the estimated completion date of SWBT Make-Ready Work based upon current scheduling loads.

**[ ] No Make-Ready Work Required.** Applicant should check this box if it has determined that fully code/specifications-complaint access can be granted without any work or modifications by SWBT or other parties. If inner duct must be placed, box should not be checked.

**[ ] No Make-Ready work Required under 8.03(a).** Applicant should check this box only if this Application is being submitted under the provisions described in 8.03(a) Immediate Occupancy.

**[ ] Make-Ready Work will be completed by Applicant's authorized contractor.** If Applicant plans to utilize a mutually approved *authorized contractor* to perform all the Make-Ready work, this box only should be checked.

**[ ] I authorize SWBT to complete the required make-ready work....** If applicant wants SWBT to perform all the Make-Ready Work, this box only should be checked.

**If some Make-Ready work must be done by SWBT and some will be done by the Applicant's *authorized contractor*, the last two boxes should be checked. A detailed description of the work to be done by SWBT must be included.**

**Applicant's Signature, Title and Date:** \_\_\_\_\_

If the *No Make-Ready Work Required* box is checked by Applicant, Applicant's Signature confirms the accuracy of the current Applicant construction schedule.

If the *No Make-Ready Work Required under 8.03(a)* box is checked, Applicant confirms Immediate Occupancy procedures have been followed.

If *Make-Ready Work will be completed by Applicant's Authorized contractor* is checked, Applicant's signature concurs with any changes in proposed Make-Ready work identified by SWBT and confirms the accuracy of the current schedule.

If SWBT will perform any Make-Ready Work, Applicant's signature authorizes payment to SWBT of actual cost to perform the required make-ready work.

**LICENSE NO.** \_\_\_\_\_ **Authorized by SWBT:** The SWBT State ULS will authorize, date, and issue the License No. on the SW-9434 which becomes the Applicant's License For Access.



1000



Southwest Bell Telephone

Re: n Period: Ac: Plus 5 Years

FIR. NAME: \_\_\_\_\_

AGREEMENT No.: \_\_\_\_\_

APPLICATION No.: \_\_\_\_\_

## Conduct Occupancy

☐ Provisional, Records Based Assignment

☐ Pre-Occupancy Survey

PAGE \_\_\_\_\_ Of \_\_\_\_\_

TYPE: \_\_\_\_\_

(CATV, Telecom, Other)

Item #	W.C.	Oper.	Record	Manhole	Street Address	Distance To Next Manhole (Ctr to Ctr)	Proposed Duct or Innerduct	Make Ready Work Y or N	Make Ready Description
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
<b>TOTAL</b>									
Number of Cables _____					Splice Information Manhole # _____, Details _____				
Size of Cable (O.D. Inches) _____					Splice Information Manhole # _____, Details _____				
					Slack Loop Info. Manhole # _____, Details _____				
					Slack Loop Info. Manhole # _____, Details _____				

Date: \_\_\_\_\_

Time: \_\_\_\_\_

SIGNED: \_\_\_\_\_

SWBT Representative

SIGNED: \_\_\_\_\_

Applicant's Representative

☐ Official File Copy, If Checked In Red

SW 8435  
(Rev. 8/97)

**SW9435  
CONDUIT OCCUPANCY  
FORM INSTRUCTIONS**

From SW9435 may be used for the following two purposes, Provisional, Records Based Assignment or as the Pre-Occupancy Survey. The applicant may complete the SW9435 and submit this to SWBT while reviewing the records and make a Provisional, Records Based Assignment. The applicant will also use this form when making the Pre-Occupancy Survey as a reference sheet of information required for acquiring duct and/or inner duct space.

***REQUIRED INFORMATION FOR PROVISIONAL, RECORDS BASED ASSIGNMENT***

**FIRM'S NAME:** Name of firm requesting conduit space.

**AGREEMENT No.:** Number obtained from the Master Agreement Number.

**APPLICATION No.** Will be provided by applicant in sequential ascending order.

[   ] Provisional, Records Based Assignment: Applicable when an applicant would make a Provisional, Records Based Assignment. The form will be signed and dated at the bottom by both the applicant and the SWBT representative. A copy will be provided to the applicant and the original will be maintained by SWBT.

**Type:** Applicant indicates that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

**W.C. (Wire Center):** Will be completed by a SWBT Design Engineer.

**Record #:** This would refer to either the SWBT paper record or the SWBT mechanized record number.

**Manhole #:** Applicant will supply each manhole number.

**Street Address:** Applicant will provide street address of the manhole, if applicable.

**Proposed Duct or Inner duct:** Applicant will state the number of ducts and/or inner ducts.

**Make Ready Work:** Not required for Provisional, Records Based assignment.

**Make Ready Description:** Not required for Provisional, Records Based assignment.

**Number of Cables:** Applicant will enter the number of cables.

**Size of Cable (O.D. Inches):** Applicant will enter size of cable.

**Splice Information Manhole #:** Not required for Provisional, Records Based assignment.

**Details:** Not required for Provisional, Records Based assignment.

**Slack Loop Info. Manhole #:** Not required for Provisional, Records Based assignment.

**Details:** Not required for Provisional, Records Based assignment.

**Date:** The date the Provisional, Records Based Assignment was made.

**Time:** The time the Provisional, Records Based Assignment was made.

**Signed (Applicant's Representative):** Applicant's Representative signs that the Provisional, Records Based Assignment was made.

**REQUIRED INFORMATION FOR PRE-OCCUPANCY SURVEY**

**FIRM'S NAME:** Name of firm requesting conduit space.

**AGREEMENT No.:** Number obtained from the Master Agreement Number.

**APPLICATION No.:** Will be provided by applicant in sequential ascending order.

☐ **Pre-Occupancy Survey:** Applicable when this form is being used as a Pre-Occupancy Survey. The form would be completed in its entirety by the applicant and submitted to SWBT for review in obtaining conduit space.

**Type:** Applicant indicates that they are a CATV, a Telecommunications Carrier or a firm other than the aforementioned two.

**W.C. (Wire Center):** Will be completed by a SWBT Design Engineer.

**Oper. #:** Applicant will provide the operation number when required. The same operation number may very well be referenced on an attached map.

**Record #:** This would refer to either the SWBT paper record or the SWBT mechanized record number.

**Manhole #:** Applicant will supply each manhole number.

**Street Address:** Applicant will provide street address of the manhole, if applicable.

**Distance to Manhole:** Applicant will state the distance from manhole to manhole in feet.

**Proposed Duct or Inner duct:** Applicant will state the number of ducts and/or inner ducts.

**Make Ready Work:** Applicant will state if make ready work is required. (Yes or No)

**Make Ready Description:** Applicant will give description of make ready work required.

**Number of Cables:** Applicant will indicate the number of cables.

**Size of Cable (O.D. Inches):** Applicant will indicate size of cable.

**Splice Information Manhole #:** Applicant will enter any relevant splice information.

**Details:** Applicant will provide any relevant details regarding splice information.

**Slack Loop Info. Manhole #:** Applicant will provide.

**Details:** Applicant will provide any relevant Slack Loop Information.

**Date:** The date the Pre-Occupancy Survey was submitted to SWBT.

**Time:** The time the Pre-Occupancy Survey was submitted to SWBT.

**Signed (Applicant's Representative):** Applicant's Representative signs when Pre-Occupancy Survey was submitted to SWBT.







Southwestern Bell  
Telephone

SW-9436A  
(Rev. 5-89)  
Ref: 002-011-900SW

NOTIFICATION OF SURRENDER OR MODIFICATION  
OF POLE ATTACHMENT LICENSE BY LICENSEE

Page \_\_\_\_ of \_\_\_\_

Agreement Number \_\_\_\_\_

(Licensee)

(Address)

Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 19\_\_\_\_, notice is hereby given that the licenses covering attachments to the following poles and/or anchors and/or utilization of anchor/guy strand is surrendered (or modified as indicated in Licensee's prior notification to Licensor, dated \_\_\_\_\_, 19\_\_\_\_) effective \_\_\_\_\_.

	POLE NO.	ANCHOR A/GS (ASSOC. POLE NO.)	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1					
4					
5					
6					
7					
8					
9					
10					
11					
13					
14					
15					

Date Notification Received \_\_\_\_\_

Date Modification Accepted \_\_\_\_\_

By \_\_\_\_\_

Discontinued:

Poles \_\_\_\_\_

Anchors \_\_\_\_\_

Anchor/Guy Strands \_\_\_\_\_

\_\_\_\_\_  
Name of Licensee

By \_\_\_\_\_

Title \_\_\_\_\_





Southwestern Bell  
Telephone

## NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE BY APPLICANT

Page \_\_\_\_ of \_\_\_\_

License Agreement # \_\_\_\_\_


\_\_\_\_\_  
(Applicant)

\_\_\_\_\_  
(Address)

### Southwestern Bell Telephone Company:

In accordance with the terms and conditions of the Licensing Agreement between us, dated \_\_\_\_\_, 19\_\_\_\_, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified as indicated in Applicant's prior notification to SWBT, dated \_\_\_\_\_, 19\_\_\_\_,) effective \_\_\_\_\_.

	CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

	Date Notification Received _____
	Date Modification Accepted _____
	By _____
	Discontinued: _____
Total duct footage _____	

\_\_\_\_\_  
(Applicant)

By \_\_\_\_\_  
(Name of Authorized Agent)

Title \_\_\_\_\_  
(Title of Authorized Agent)





Southwestern Bell  
Telephone

## NOTIFICATION OF UNAUTHORIZED ATTACHMENTS BY APPLICANT

Applicant Name \_\_\_\_\_

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 19\_\_\_\_, notice is hereby given that the license covering attachments to the following is unauthorized (as indicated in Applicant's prior lease agreement to SWBT, dated \_\_\_\_\_, 19\_\_\_\_,) effective \_\_\_\_\_.

Southwestern Bell Telephone

By: \_\_\_\_\_

Title: \_\_\_\_\_

	POLE NO. OR CONDUIT #	LOCATION (ASSOC. POLE NO.) MANHOLES Involved	LC. NO. & DATE	UNAUTHORIZED ATTACHMENT	DATE FAC. RMVD. OR MODIFIED
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

SKETCH OF  
UNAUTHORIZED  
ATTACHMENTS  
ATTACHED



Date Notification  
Sent \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

By \_\_\_\_\_

Title \_\_\_\_\_



**EXHIBIT IV**  
**INSURANCE REQUIREMENTS (MISSOURI) – PAGE 1 OF 4**

This Exhibit IV is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way and any location where AT&T or any person acting on AT&T's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to AT&T and All Persons and Entities Acting on AT&T's Behalf. AT&T shall maintain, at all times during the term of this Master Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover AT&T but all contractors, subcontractors, and other persons or entities acting on AT&T's behalf at the premises described in 1) above. AT&T should require that all contractors, subcontractors, and other persons or entities acting on AT&T's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. AT&T shall maintain, at all times during the term of the Master Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. AT&T shall require any contractor, subcontractor, or other person or entity acting on AT&T's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by AT&T.

4) General Liability Insurance. To protect SWBT and any joint user from any liability for bodily injury or property damage, AT&T shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SWBT. SWBT shall be added as an additional insured in the standard policy or an endorsement thereto. AT&T shall also require any contractor, subcontractor, or other person or entity acting on AT&T's behalf to provide General Liability coverage with the same limits and with SWBT added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by AT&T.

- a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of AT&T and any contractor, subcontractor, or other person or entity acting on AT&T's behalf. The coverages may be provided by the

**EXHIBIT IV**  
**INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 2 OF 4**

standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
- 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
- 3) Independent Contractors coverage to provide protection for AT&T's contractors, subcontractors, and other persons or entities acting on AT&T's behalf.
- 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
- 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
- 6) Contractual Liability coverage to provide financial responsibility for the AT&T to meet its indemnification obligations.
- 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of AT&T and damage to work performed by or on behalf of the AT&T.

b) Minimum policy limits shall be as follows:

General Aggregate Limit: \$1,000,000.

Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.

Sublimit for personal injury and advertising: \$1,000,000.

Products/Operations Aggregate Limit: \$1,000,000.

Each occurrence sublimit for Products/Operations: \$1,000,000.

- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.



**EXHIBIT IV**  
**INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 3 OF 4**

- d) Policy language or endorsements adding SWBT as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SWBT from any liability for bodily injury or property damage arising out of AT&T's operations.

5) Automobile Liability insurance. The parties contemplate that AT&T and personnel acting on AT&T's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights of way, in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Accordingly, AT&T shall maintain, at all times during the term of the Master Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by AT&T or by any person or entity acting on AT&T's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. AT&T's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Master Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SWBT.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SWBT, must be received by SWBT prior to the issuance of any licenses pursuant to the Master Agreement and before AT&T or any person acting on AT&T's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.

**EXHIBIT IV**  
**INSURANCE REQUIREMENTS (MISSOURI) -- PAGE 4 OF 4**

- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."

A certificate which does not include the phrase "or materially changed" does not meet SWBT's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet SWBT's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company  
12930 Olive Street Road, Floor 2  
Creve Couer, Missouri 63141

ATTENTION: Utility Liaison Supervisor

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by SWBT of any rights under the Master Agreement.

10) Rating of Insurers. SWBT requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon AT&T's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

**EXHIBIT V**  
**NONDISCLOSURE AGREEMENT (MISSOURI) – PAGE 1 OF 4**

Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of \_\_\_\_\_, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested.

**EXHIBIT V**  
**NONDISCLOSURE AGREEMENT (MISSOURI) -- PAGE 2 OF 4**

No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SWBT's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SWBT's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: **"PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."**

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other

**EXHIBIT V**  
**NONDISCLOSURE AGREEMENT (MISSOURI) – PAGE 3 OF 4**

formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SWBT in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Missouri.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be

**EXHIBIT V**  
**NONDISCLOSURE AGREEMENT (MISSOURI) -- PAGE 4 OF 4**

amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

_____ Recipient (Print or Type Name)	Southwestern Bell Telephone Company
By _____ Signature of Recipient or Representative	By _____ Signature
_____ Name (Printed or Typed)	_____ Name (Printed or Typed)
_____ Address	_____ Address
_____ City, State, and Zip Code	_____ City, State, and Zip Code
_____ Phone	_____ Phone
_____ Date	_____ Date

**EXHIBIT VI**  
**NOTICES TO AT&T (MISSOURI)**

Reserved for Future Notices to AT&T





**EXHIBIT VII**  
**NOTICES TO SWBT (MISSOURI) -- PAGE 1 OF 3**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Exhibit, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in EXHIBIT VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as AT&T's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.05(e) Notification Regarding Make-Ready Work
- 12.03(d) Notification of placing J-hook on non-licensed pole
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of AT&T's maintenance contact
- 13.01 Notification of planned modifications
- 14.02(c) Notification of AT&T's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators
- 16.01 Notification of Facilities Compliance (if required)
- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities

**EXHIBIT VII**  
**NOTICES TO SWBT (MISSOURI) – PAGE 2 OF 3**

- 17.06 Notification of applicants response to ownership of facilities in question.
- 18.01(a) Notice of intent to remove facilities
- 18.01(e) Notice of intent to terminate license
- 18.05 Notification of completion of removal of facilities
- 20.01(c) Notification of change of bond
- 21.17 Reserved for Future Use
- 23.00 All notifications of insurance coverage in Article 23
- 24.02 Notification of assignment
- 25.01 Notification of Termination
- 27.04 Not Applicable
- 29.03 Notification of change in notice requirements.

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SWBT's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

- 6.05(a) Notifications relating to electrical interference
- 6.09(d) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of hazardous substances
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair
- 15.06(a) Notification of performing corrective work on emergency repair

**EXHIBIT VII**  
**NOTICES TO SWBT (MISSOURI) -- PAGE 3 OF 3**

15.06(b) Notification of performing corrective work on emergency repair.

Additional information and questions concerning notice requirements. The ULS, as AT&T's initial point of contact, will provide additional information to AT&T concerning notification procedures for notices to be given to LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide AT&T legal advice with respect to notice requirements. Questions by AT&T's personnel and other persons acting on AT&T's behalf concerning AT&T's legal obligations should be directed to AT&T's legal counsel or such other personnel as AT&T may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.



1. 10/10/10

2. 10/10/10



3. 10/10/10



**EXHIBIT VIII**  
**IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Missouri is named below. Notices to the Utility Liaison Supervisor for areas codes 417, 660, and 816 should be addressed as follows:

Name: Wayne White

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 500 E. 8<sup>th</sup>, Room 598

City/State/Zip: Kansas City, Missouri 64106

Notices to the Utility Liaison Supervisor for the 314 and 573 area codes should be addressed as follows:

Name: Daniel Goodwin

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 12930 Olive Street Road, Floor 2

City/State/Zip: Creve Couer, Missouri 63141



**ATTACHMENT 14: INTERIM NUMBER PORTABILITY****1.0 Interim Number Portability**

- 1.1 SWBT and AT&T will provide Interim Number Portability in accordance with requirements of the Act. Interim Number Portability (INP) will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of AT&T or SWBT. The Parties will provide Permanent Number Portability (PNP) as soon as it is technically feasible, in conformance with FCC rules and the Act, and will participate in development of PNP in the state, in accordance with the FCC's First Report and Order and First Memorandum Opinion and Order on Reconsideration in Docket No. 95-116 (hereinafter called the LNP Order).

**2.0 Non-Geographical Numbers**

- 2.1 Neither Party will be required to provide Interim Number Portability for non-geographic services (e.g., 500 and 900 NPAs) or on COPT lines under this Agreement, unless otherwise ordered by the FCC.

**3.0 Availability**

- 3.1 INP will be made available to either Party by the other on a reciprocal basis. INP will be provided through INP-Remote (remote call forwarding or like service), INP-Direct (direct inward dialing trunks or like service) RI-PH (Route Index Portability Hub), or DN-RI (Directory Number Route Index). The requesting Party will specify the forgoing type of INP, on a per telephone number basis, and the providing Party will provide such method to the extent technically feasible.

**4.0 INP-Remote**

- 4.1 INP-Remote is a service that uses existing remote call forwarding technology to provide INP by redirecting calls within the telephone network. When INP-Remote is used, calls to the ported number will first route to the original local service provider's switch to which the ported number was assigned. Such Party's switch will then forward the call to the assigned number of the new local service provider's end user customer. When more than a total of 3 paths are required to handle simultaneous calls to the same ported telephone number, the requesting Party will order from the providing Party additional paths.

**5.0 INP-Direct**

- 5.1 INP-Direct is an existing service which uses DID or like technology to provide for the delivery of the calling (dialed) number to the requesting Party's switch for subsequent routing and call completion.
- 5.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.
- 5.3 Where the location of the requesting Party's switch is outside the area served by the providing Party's switch, the requesting Party is responsible for providing appropriate transport facilities.
- 5.4 INP-Direct must be established with a minimum configuration of 2 voice grade channels and one unassigned telephone number per switch. INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over trunk groups arranged for INP-Direct service.

**6.0 Route Indexing**

- 6.1 SWBT will make available route index solutions, such as RI-PH and DN-RI, in addition to RCF, DID, and NXX migration. Route Index Portability Hub (RI-PH) is a call routing approach which uses existing switching capabilities to redirect calls, through an access tandem switch, to the new entrant switch..
- 6.2 The cost for the route index INP solutions will be based on TELRIC cost studies. All route indexing users, including AT&T will pay the associated costs.

**7.0 Other Interim Portability Provisions**

- 7.1 Either Party will exchange with the other SS7 TCAP messages as required for the implementation of Customer Local Area Signaling Services (CLASS) or other features available.
- 7.2 Either Party will notify the other of any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office.
- 7.3 SWBT will cooperate with AT&T to ensure 911 service is fully available to ported end users consistent with state provisions. AT&T will have the right to verify the accuracy of the information regarding the AT&T customer in the ALI database.



- 7.4 Either Party will pass all Calling Party Number (CPN) or Automatic Number Identification (ANI) information to and from the ported number, whenever technically feasible.
- 7.5 SWBT agrees to populate its Line Information Database (LIDB) with information, such as TLN calling cards and Billing Number Screening (BNS), regarding ported numbers for billing. SWBT will provide access to LIDB database interfaces to accomplish this function, or make input on behalf of AT&T pursuant to LIDB data storage and administrative contracts.
- 7.5.1 SWBT will provide AT&T with interfaces that allow AT&T to access SWBT's LIDB service management system (SMS). These interfaces will allow AT&T to create, modify, and delete AT&T line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function as set forth in Section 7.4.4.3. If there is no change to the customer's existing LIDB functionality (e.g., collect/third-party call blocking) SWBT should not remove the existing customer data in LIDB. If AT&T selects a non-SWBT LIDB or LIDB-like database, AT&T will promptly delete records from SWBT's LIDB that are migrated to the new LIDB or LIDB-like database.
- 7.6 SWBT agrees not to issue Telephone Line Number (TLN) based calling card numbers when a customer ports their number to AT&T.
- 7.7 SWBT and AT&T will cooperate in all service cutovers involving the other Party's service, to avoid unnecessary service outages.
- 7.8 Each Party will provide competitively neutral cost recovery as defined by the Commission which reflects the FCC NP Order.
- 8.0 Cutover Process**
- 8.1 For a Coordinated Cutover Environment (where the loop is being purchased by AT&T as an unbundled Network Element at the time of INP implementation), SWBT will update switch translations where necessary as close to the requested time as possible, not to exceed 30 minutes after the physical cutover is completed.
- 8.2 For a Non-Coordinated Cutover Environment (where the loop is supplied by AT&T) SWBT will schedule a mechanized update of switch translations at the AT&T requested cutover time (frame due time). SWBT will provide an operation contact whom AT&T can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, completion will be negotiated by the parties.

**9.0    Testing**

- 9.1    SWBT and AT&T will cooperate in conducting testing to ensure interconnectivity between systems. The Parties will inform each other of any system updates that may affect either Party's network and will perform tests to validate the operation of the network.

**10.0   Recording and Billing**

- 10.1   The Parties will provide to each other the Exchange Message Records (EMR) for all alternately billed calls.
- 10.2   The Parties will supply each other with originating billing records which will enable them to bill each other or any other LSP for any local interconnection charge.

**11.0   Line Status Verification/Busy Line Verify**

- 11.1   When a Line Status Verification or Busy Line Interrupt request for a ported number is directed to either Party's operator and the query is not successful if the operator is aware that the number is a ported number, then the operator will direct the caller to the appropriate operator.

**12.0   Pricing**

- 12.1   The Parties agree to track the costs associated with the implementation of INP, and to "true-up" INP related accruals to reflect the final determination as to the costs to be utilized and the cost allocation methodology.

**ATTACHMENT 15: 911/E911**

**TERMS AND CONDITIONS FOR PROVIDING CONNECTION  
TO 911/E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

This Attachment 15: 911/E911 sets forth the terms and conditions under which SWBT will provide the connection between AT&T's local switch and 911 Universal Emergency Number Service.

**1.0 Definitions**

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 911 Universal Emergency Number Service (also includes E911-Expanded 911) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the 911 customer may receive and answer telephone calls placed by dialing number 911. 911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
- 1.2 911 Universal Emergency Number Service Customer - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- 1.3 Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The 911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 Centralized Automatic Message Accounting (CAMA) Trunk - A trunk capable of transmitting Automatic Number Identification (ANI) associated with 911 customer calls from a switch to the E911 Network where the ANI feature is included.
- 1.5 Automatic Number Identification (ANI) - A feature that automatically forwards the telephone number of the calling party to the E911 Control Office from which it is switched to the PSAP and is displayed at an attendant position console.

- 1.6 Automatic Location Identification (ALI) - A feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.
- 1.7 Selective Routing (SR) - A feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
- 1.8 Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features and database of E911 service.
- 1.9 ALI Database - A database which stores information associated with end user customers' telephone numbers.

## **2.0 Responsibilities**

- 2.1 SWBT will provide and maintain equipment at the E911 Control Office and the DBMS as is necessary to perform the E911 services set forth herein. SWBT will also be responsible for the following:
  - 2.1.1 when requested by AT&T, transporting the E911 calls from the interconnection point with AT&T facilities connecting AT&T's switches to the Control Offices of the E911 System. The AT&T switches will be listed in the form attached hereto as Addendum I as the AT&T switches are deployed;
  - 2.1.2 switching the E911 calls through the E911 Control Office to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 customer;
  - 2.1.3 storing the names, addresses, and associated telephone numbers from AT&T's exchanges in the electronic data processing database for the E911 DBMS. (AT&T is responsible for downloading and updating this information);
  - 2.1.4 transmission of the ANI and ALI information associated with AT&T's end users accessing E911 service to the PSAP for display at an attendant position console.
- 2.2 SWBT will provide and maintain sufficient dedicated E911 circuits, in accordance with the provisions of the E911 tariff and specifications of the E911 customer.
- 2.3 SWBT will provide AT&T with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to industry standards for E911 information sharing.

- 2.4 SWBT will provide AT&T with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Addendum I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS" (dated July 31, 1996), and as subsequently modified consistent with industry standards. SWBT will provide AT&T additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Addendum I. In addition, SWBT will provide AT&T with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document for each file downloaded by AT&T to SWBT's DBMS, so that AT&T may ensure the accuracy of the end user records.
- 2.5 At a reasonable time prior to establishment of E911 service, AT&T will download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 service and will promptly notify SWBT in writing of any changes to be made in such records. AT&T will adopt and comply with operating methods applicable to downloading and maintaining AT&T's end user records in SWBT's DBMS, as set forth in the document referenced in Section 2.4, above.
- 2.6 AT&T acknowledges that its end users in a single local calling scope may be served by different PSAPs. AT&T will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office.
- 2.7 At a reasonable time prior to establishment of E911 service, AT&T will populate E911 databases using the NENA Version 2 record format, as adapted in the document referenced in Section 2.4 above.
- 2.8 During the period when interim number portability is utilized, SWBT and AT&T will coordinate their databases to provide for the display of ported numbers at the PSAP as part of the ALI screen display, subject to PSAP capability.
- 2.9 AT&T acknowledges that it may serve end users in communities that do not have 911 service, or communities where 9-1-1 service is not provided by a SWBT E911 Control Office. In circumstances where SWBT provides E911 service with the ALI feature, but there are no CAMA trunks connecting an AT&T switch to a SWBT E911 Control Office, AT&T will have access to the SWBT DBMS to include customer name and address information in the ALI database in conjunction with the ALI feature provided to the E911 customer. Trunking configurations in these circumstances must be negotiated on a case-by-case basis within the limitations of the local 9-1-1 service network and the E911 customer's PSAP equipment which may, or may not, be provided by SWBT.

**3.0 Methods and Practices**

- 3.1 With respect to all matters covered by this Attachment, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT's tariffs, and the rules and regulations of the FCC and the State Commission that apply to the provision of 911 and E911 Service.

**4.0 Contingency**

- 4.1 The Parties agree that the 911 service is provided for the use of the 911 customer, and recognize the authority of the 911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and AT&T. The terms and conditions of this Attachment represent a negotiated plan for providing 911 service, for which AT&T must obtain documentation of the 911 customer's approval. AT&T will provide such documentation to SWBT prior to use of AT&T's 911 connection for actual emergency calls.
- 4.2 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of AT&T's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SWBT representative:

Executive Director and General Manager - Regional Sales  
Southwestern Bell Telephone Company  
Room 640  
4 Bell Plaza  
Dallas, Texas 75202  
214-464-1068 (Phone); 214-858-0281 (FAX); 214-464-1473 (FAX voice contact)

AT&T representative:

Vice President - Local Infrastructure and Access Management  
AT&T  
Suite 1045  
5501 LBJ Freeway  
Dallas, Texas 75240  
972-778-3333 (Phone); 972-778-2615 (FAX); 972-778-3309 (FAX voice contact)

- 4.2.1 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven

(7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.

- 4.3 The terms and conditions of this Attachment are subject to renegotiation in the event that the 911 customer orders changes to the 911 service that necessitate revision of this Attachment.

**5.0 Basis of Compensation**

- 5.1 Compensation to SWBT for provision of connection to 911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.
- 5.2 For computation in Addendum II, during the initial year that SWBT provides AT&T connection to E911 service, the number of lines (business and consumer) as shown in Addendum I will be counted on January 1, April 1, July 1, and October 1 (or the first day of service, with proration of the first months charges) and the number will be used in computing compensation for the corresponding quarter. At the end of the first full year of service, a new count of lines will be made and it will be used until the succeeding December 31. For each succeeding year, a new count of lines, as of the first day of January, will be used in the computation of compensation under this Attachment for that year. Each count of lines will be rounded to the nearest thousand for compensation purposes.
- 5.3 Charges will begin on the date connection to E911 service commences.

**6.0 Monthly Billing**

- 6.1 SWBT will render to AT&T monthly statements in advance, showing the amounts determined as provided in Section 5.0 above, and AT&T will make payment in full within thirty (30) days from the date of the bill.

**7.0 Indemnification**

- 7.1 Indemnification provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

Addendum I to Attachment 15: 911

LSP SERVING AREA DESCRIPTION AND E911 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) nclu.
E911 Coordinator			CLLI Code	Estimated # of IAA's
	LSP Telco ID			
			"Connect Signal" Digits <sup>(4)</sup>	
911 Database Manager	LSP Service Area Definition		1-1	
			ETST Code	# 911 Trunks Requested
Switch Site Contact			"Default" PSAP	Requested Service Date
SWBT E911 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E911 CONTROL OFFICE				
E911 CONTROL OFFICE: CLLI Code:		EXCHANGES FOR MSAG PULL <sup>(1)</sup>	PSAPs INCLUDED	E911 CUSTOMER and AGENCY TYPE (see legend below)
E911 Features Required:				
# of 911 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1)		MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.		
(2)		n/a		
(3)		Only areas within the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included.		
(4)		Refer to network interface specifications in Exhibit III.		
<b>"TYPE OF AGENCY" LEGEND:</b>				
HRC		= Home Rule City		
ECD		= Emergency Communications District		
COG		= Council of Governments or Regional Planning Commission		
GLC		= General Law City		
Cnty		= County with special provisions		
			Date Prepared	



**ATTACHMENT E911**

**ADDENDUM II  
BASIS OF COMPENSATION**

This Addendum II is attached to and made a part of Attachment 15: E911.

- A. The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for AT&T exchanges and the feature configurations shown in Addendum I. These prices are interim in nature from the effective date of this agreement in Case Nos. TO-97-40; TO-97-67.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Nonrecurring Charge Per 1000 Access Lines</u>
Automatic Number Identification		
- SWBT PSAP	\$10.00	\$80.00
- non-SWBT PSAP	\$10.00	\$80.00
Combined Automatic Number Identification and Selective Routing		
- SWBT PSAP	\$51.60	\$85.00
- non-SWBT PSAP	\$51.60	\$85.00
Combined Automatic Number and Automatic Location Identification		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00
Combined Automatic Number, Automatic Location Identification, And Selective Routing		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00

- B. The following trunk charges will be paid to SWBT for each E911 control office to which AT&T connects. These prices are interim in nature from the effective date of this agreement to the State Commission's determination of permanent prices in Case Nos. TO-97-40; TO-97-67.

Trunk Charge - Channel (Each)

Monthly Recurring

\$85.00 per trunk

Nonrecurring

\$170.00 per trunk

## **ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT**

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

### **1.0 Protection of Service and Property**

- 1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SWBT agrees to take the following reasonable and prudent steps, including but not limited to:
  - 1.1.1 Restricting access to AT&T equipment, support equipment, systems, tools and data, or spaces which contain or house AT&T equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to AT&T employees and its agents based on AT&T providing a list of authorized personnel. If escorted, AT&T employees and authorized agents must present identification required by SWBT.
  - 1.1.2 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive AT&T collocated space.
  - 1.1.3 Complying at all times with mutually agreed to AT&T security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain AT&T equipment or equipment enclosures.
  - 1.1.4 Allowing AT&T to inspect or observe spaces which house or contain AT&T equipment or equipment enclosures after such time as SWBT has turned over the collocation area to AT&T and to furnish AT&T with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured AT&T space.
  - 1.1.5 Provide card access, coded locks or keyed locks providing security to the exclusive AT&T collocated space that is unique to that space.
  - 1.1.6 Ensuring that the area which houses AT&T's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.

- 1.1.7 Limiting the keys used in SWBT's keying systems for cages which contain or house AT&T equipment or equipment enclosures to its employees for required access only. Any access required other than emergency will be coordinated with AT&T to allow escort opportunity. SWBT will change locks at AT&T's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.
- 1.1.8 Where AT&T requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house AT&T equipment or equipment enclosures.
- 1.1.9 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house AT&T equipment or equipment enclosures.
- 1.1.10 Providing prompt notification to designated AT&T personnel to indicate an actual or attempted security breach of which SWBT is aware.
- 1.2 AT&T and SWBT further agree to:
  - 1.2.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.
  - 1.2.2 Installing controls:
    - to disconnect a user for a pre-determined period of inactivity on authorized ports;
    - to protect customer proprietary information; and,
    - to databases to ensure both ongoing operational and update integrity.
  - 1.2.3 Logical Security:
    - assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.
    - agreeing to comply with AT&T Corporate Security Instruction 3.03 "Computer Security Requirements," March 1993, and AT&T Network Security Requirements 4.0, March 1996.

## **2.0 Revenue Protection**

- 2.1 SWBT will make available to AT&T to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including