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October 24, 1997

Mr. Cecil I. Wright  
Executive Secretary  
Missouri Public Service Commission  
301 West High Street, Suite 530  
Jefferson City, MO 65101

FILED  
OCT 24 1997  
MISSOURI  
PUBLIC SERVICE COMMISSION

Re: Case No. TO-98-115


Dear Mr. Wright:

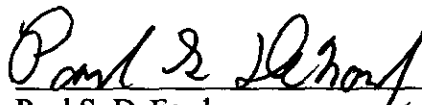
Enclosed for filing with the Commission in the above-referenced case are the original and fourteen copies of the Joint Issues List filed by Southwestern Bell Telephone Company and AT&T Communications of the Southwest, Inc.

The parties are converting their position statements to WordPerfect as required in the Commission's October 17, 1997 Order issued in this docket. The parties will be prepared to file their position statements in the requested format by October 31, 1997.

Thank you for bringing this matter to the attention of the Commission.

Sincerely,

  
Diana J. Harter  
Southwestern Bell Telephone Co.

  
Paul S. DeFord  
Lathrop & Gage L.C.

Enclosures

CC: Parties of Record

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED

OCT 24 1997

MISSOURI  
PUBLIC SERVICE COMMISSION

In the Matter of AT&T Communications of the )  
Southwest, Inc.'s Petition for Second Compulsory )  
Arbitration Pursuant to Section 252(b) of the )  
Telecommunications Act of 1996 to Establish an ) Case No. TO-98-115  
Interconnection Agreement with Southwestern Bell )  
Telephone Company. )

**JOINT ISSUES LIST**

COME NOW Southwestern Bell Telephone Company (SWBT) and AT&T  
Communications of the Southwest, Inc. (AT&T) and pursuant to the Missouri Public Service  
Commission's (PSC) Order dated October 17, 1997, hereby file a Joint Issues List.

**I. INTRALATA TOLL/ACCESS  
CONTRACTUAL DISPUTED ISSUES  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

**ISSUE 1: RECEIPT OF TOLL REVENUE**

Is AT&T entitled to intraLATA dialing parity before SWBT is authorized to provide inregion  
interLATA services, or, when AT&T purchases UNE local switching, should AT&T be  
recognized as the intraLATA toll provider and therefore receive access and toll revenue, prior to  
implementation of dual PIC?

**ISSUE 2: INTRALATA TOLL - OS/DA**

Should AT&T be able to complete intraLATA toll calls (and collect the related revenues) that  
SWBT routes to AT&T's OS/DA platforms?

**ISSUE 3: TANDEM SWITCHING AND TRANSPORT**

When AT&T originates and terminates toll calls through a SWBT unbundled local switch, should  
the IXC determine which carrier assesses access charges for transporting the call between the  
IXC's point of presence (POP) and the originating or terminating UNE switch?

#### **ISSUE 4: BILLING FOR TOLL-FREE CALLS**

For toll-free calls originated by AT&T local customers on a UNE switch, should (1) AT&T pay applicable UNE charges (in which case AT&T has the prerogative to bill the 800 provider) or (2) AT&T pay nothing (in which case SWBT has the prerogative to continue to bill the 800 provider).

#### **ISSUE 5: ABILITY TO BILL ACCESS:**

What customer usage data will SWBT provide to AT&T for intraLATA and interLATA calls originated or terminated over unbundled local switching?

#### **ISSUE 6: LOST DATA**

Should the contract require SWBT to estimate volumes of lost usage data associated with AT&T's use of UNEs and if so should SWBT receive compensation, if any?

### **II. CUSTOMIZED ROUTING/OS/DA CONTRACTUAL DISPUTED ISSUES AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

#### **ISSUE 1: CUSTOMIZED ROUTING**

Issue resolved.

#### **ISSUE 2: RATE QUOTATIONS**

Issue resolved.

#### **ISSUE 3: TRANSLATION OF 1-1411 TO 900-XXX-XXXX**

Should SWBT be required to provide customized routing of directory assistance calls by performing digit translation of 1-411 to 900-XXX-XXXX and providing Feature Group D signaling to an AT&T directory assistance platform. If so, what rates and charges should apply, if any?

**III. OPERATIONAL ISSUES  
CONTRACTUAL DISPUTED ISSUES  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

**ISSUE 1: UNE ORDERING AND PROVISIONING**

Does the October 2, 1997 Order preclude AT&T from obtaining access to EASE as an interim solution for UNE ordering and if not, should SWBT be required to provide such access and under what terms and conditions?

**ISSUE 2: UNE ORDERING AND PROVISIONING**

What data should AT&T provide to SWBT on a conversion as specified order?

**ISSUE 3: UNE ORDERING AND PROVISIONING**

Should UNE ordering and provisioning be based upon industry guidelines developed by Standards Bodies in which both parties are participants?

**ISSUE 4: INTERIM NUMBER PORTABILITY - LIDB DATA**

How will AT&T's customer record information be input and/or maintained in the LIDB database for customers using INP? How will SWBT's costs, if any, be recovered? (Similar to Issue Ref IV-6)

**ISSUE 5: BILLING**

This issue has been resolved in recent negotiations.

**ISSUE 6: UNE PROVISIONING AND ORDERING**

Should SWBT and AT&T jointly develop process metrics requirements for new processes and electronic interfaces that are implemented between AT&T and SWBT?

**ISSUE 7: UNE PROVISIONING AND ORDERING**

This issue is merged with Issue No. IV-2.

#### **ISSUE 8a: UNE PROVISIONING AND ORDERING**

Should SWBT develop the capability to perform pre-testing and to provide test results to AT&T by January of 1998?

#### **ISSUE 8b:**

Should all billing and usage data provided for under the Interconnection Agreement, (e.g., mutual compensation, resale, UNE) be delivered to AT&T in a single transmission in CABS-like format?

#### **ISSUE 9:**

This issue merged with Issue III-3.

### **IV. UNE PARITY CONTRACTUAL DISPUTED ISSUES AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

#### **ISSUE 1: PARITY: OVERVIEW**

How does the parity standard in the contract and Act apply to UNEs? Is parity required for individual elements and/or combinations or platform of elements?

#### **ISSUE 2: ORDERING, PROVISIONING, AND MAINTENANCE: ACCESS TO INFORMATION**

How does the parity standard determined under Issue IV.-1 apply to:

- a. Pre-order access to dispatch and due date requirements
- b. 855 EDI availability
- c. Provisioning intervals
- d. Maintenance scheduling

#### **ISSUE 3: ORDERING AND PROVISIONING: NETWORK ELEMENTS THAT ARE INTERCONNECTED AND FUNCTIONAL**

- a. May SWBT disconnect elements that are ordered in combination when those elements are interconnected and functional at the time of the order?
- b. If so what service interruption is permitted when SWBT makes the reconnection for AT&T or makes the facilities available to AT&T for reconnection?

**ISSUE 4: ORDERING AND PROVISIONING: NO SERVICE DISRUPTION IDLC**

May SWBT disconnect to rearrange loop facilities on working service served by IDLC technology when AT&T orders the loop and switch port in combination?

**ISSUE 5: ORDERING AND PROVISIONING: PARITY OF PROVISIONING INTERVALS**

Combined with Issue IV.-2

**ISSUE 6: ORDERING AND PROVISIONING: PROVISIONING OF DATABASES**

How will AT&T's customer record information be input and/or maintained in the LIDB database?  
How will SWBT's costs, if any, be recovered?

**ISSUE 7: MAINTENANCE: AUTOMATED TESTING**

How does the parity standard determined in issue IV-1 above apply to automated loop testing through the switch port?

**ISSUE 8: COMBINATIONS OF ELEMENT, SERVICES AND FACILITIES**

May AT&T connect and/or combine unbundled network elements (UNEs) with access services and/or tariffed services?

**ISSUE 9: MAINTENANCE: FORWARD-LOOKING TESTING SYSTEMS**

Should AT&T be informed when SWBT introduces new test systems? Should they be allowed access to such systems?

**ISSUE 10: MAINTENANCE: AUTOMATED TESTING THROUGH EBI?**

To what extent should AT&T have the capability to interactively initiate and receive test results?

**ISSUE 11: PERFORMANCE DATA**

What performance measurements should be provided for UNEs?

**ISSUE 12: PERFORMANCE MEASUREMENTS: PROVISIONING INTERVALS**

What provisioning intervals should be provided for UNEs?

**ISSUE 13: PERFORMANCE MEASUREMENTS: NETWORK OUTAGES**

What performance measurements for network outages should be provided for UNEs?

**ISSUE 14a: OPTICAL MULTIPLEXING AND DCS CAPABILITY**

What access to optical multiplexing and DCS capability should be provided to AT&T and on what terms?

**ISSUE: 14b. INPUT/OUTPUT PORT**

What access to Input/Output ports is available to AT&T and under what terms and conditions?

#### **ISSUE 14c: SWITCH CAPABILITY**

What information should SWBT provide to AT&T concerning the features, functions and capabilities of each end office?

#### **ISSUE 14d: EXPEDITED SPECIAL REQUEST PROCESS**

Should the special request process be modified to include AT&T's proposed 10 day price quote procedure?

#### **ISSUE 15: BLOCKING/SCREENING REQUIREMENTS**

What access should AT&T have for blocking/screening and upon what terms and conditions?

#### **ISSUE 16: COMBINING ELEMENTS**

When AT&T orders combinations of elements that are not interconnected in the SWBT network at the time of the order, should the contract provide for SWBT to combine those elements, based on SWBT's determination not to permit AT&T and other LSP technicians access to SWBT network facilities that is equal to the access available to SWBT technicians?

### **V. PRICING CONTRACTUAL DISPUTED ISSUES AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

#### **ISSUE 1a:**

Does the Commission's October 2, 1997 Order, preclude SWBT from assessing an EAS Port Additive Charge when AT&T requests a telephone number with a NXX which has an expanded area calling scope and if not, what is the appropriate charge, if any?

#### **ISSUE 1b:**

Does the Commission's October 2, 1997 Order, preclude SWBT from assessing multiplexing charges, in addition to the dedicated transport charges approved by the Commission and if not, what is the appropriate rate, if any?

#### **ISSUE 1c:**

Does the Commission's October 2, 1997 Order, preclude SWBT from accessing Digital Cross Connect Systems (DCS) charges, when AT&T controls the DCS, and if not, what are the appropriate rates, if any?



**ISSUE 1d:**

Does the Commission's October 2, 1997 Order, preclude SWBT from assessing charges for the LIDB Services Management System and the Fraud Monitoring System and a Service Order Charge (when AT&T has a new switch or orders a new type of access to LIDB for query origination) when these are used for AT&T, in addition to LIDB and CNAM query/query transport charges approved by the Commission, and if not, what is the appropriate rate, if any?

**ISSUE 1e:**

Does the Commission's October 2, 1997 Order, preclude SWBT from assessing, non-recurring charges, in addition to the CLEC Simple Conversion Charge approved by the Commission, when AT&T converts a SWBT customer to AT&T service, using all the network elements required to provide the service and if not, what are the appropriate rates, if any?

**ISSUE 1f:**

Does the Commission's October 2, 1997 Order, preclude SWBT from assessing service order charges, in addition to the \$5.00 service order charge established by the Commission, in connection with AT&T orders for unbundled network elements and if not, what are the appropriate rates, if any?

**ISSUE 1g:**

Does the Commission's October 2, 1997 Order, preclude SWBT from assessing rates or charges for call blocking and screening, in addition to the local switching rates and charges approved by the Commission and if not, what are the appropriate rates, if any?

**ISSUE 1h:**

May SWBT assess rating charges, in addition to the operator services and directory assistance charges established by the Commission, when SWBT provides rate quotation service to AT&T, either in a UNE or resale environment and if so, what are the appropriate rates, if any?

**ISSUE 1i:**

Do the permanent rates and charges established by the Commission include appropriate compensation for access to operations support systems for preordering, ordering, provisioning, maintenance, repair and billing of UNEs and resale services? If not, what are the appropriate rates and charges, if any?

### **ISSUE 1j:**

Since the Commission's July 31, 1997 Order expressly addressed a rate for DS3 Dedicated Transport Cross-Connects, may SWBT assess dedicated transport cross-connect charges, other than the DS3 transport cross-connect charge established by the Commission and if so, what rates and charges should apply, if any?

### **ISSUE 2: Carrier Change Charge**

Does the Commission's October 2, 1997 Order, preclude SWBT from assessing a non-recurring or service order charges, other than the \$5.00 Local Service Customer Change Charge established by the Commission, to modify a customer's service (i.e., add or subtract vertical features) at the time of conversion to resale service and if so, what should the rates and charges be, if any?

### **ISSUE 3a:**

What should be the rates for White Pages-Resale and White Pages - Other?

What should be the rates for Directory Listings?

### **ISSUE 3b:**

What should be the E911 rates charge by SWBT to AT&T?

### **ISSUE 4: NXX MIGRATION**

Is NXX Migration a form of interim number portability and if not what is the appropriate rate, if any?

### **ISSUE 5:**

#### **SWBT Statement of Issue:**

Should the temporary ULS rate structure be eliminated prior to SWBT's and the industry's ability to measure and bill the long term structure?

#### **AT&T Statement of Issue:**

Should SWBT's temporary ULS rate structure, under which AT&T will pay for unbundled switching and common transport based on a surrogate formula rather than actual usage due to SWBT's inability to measure terminating usage, be subject to a certain end date and reasonable audit provisions?

**(Working on Stipulation)**

## **ISSUE 6:**

### **SWBT Statement on Issue:**

See Item 5, above.

### **AT&T Statement on Issue:**

Should a blended transport rate apply to AT&T's usage of common transport and tandem switching, based on average tandem usage within the SWBT network, rather than requiring the parties to track and verify usage of tandem switching for AT&T local customer traffic?

**(Working on Stipulation)**

## **ISSUE 7:**

What additional elements need to be priced?

- a. Optical Transport  
(including  
multiplexing)
- b. 4-wire PRI  
loop to  
multiplexer  
cross-connect.
- c. dedicated transport entrance facility when this element is actually utilized.
- d. SS7 links-cross connects
- e. call branding for directory assistance and operator services

## **ISSUE 8:**

Does the Commission's October 2, 1997 Order address the pricing for the following items and if not what should the prices be?

- a. Loop Cross Connect without testing to DCS
- b. Loop Cross Connect with testing to DCS
- c. Subloop Cross Connect
- d. Nonrecurring Charge for Unbundled Switch Port-Vertical Features
- e. Access to directory assistance database
- f. Dark fiber cross connect
- g. Dark fiber record research

**ISSUE 9a:**

If SWBT is the hosting company for AT&T what rates apply?

- a. What is the applicable rate, if any, for billing, collecting, and remitting (BCR)?
- b. What is the appropriate rate, if any, for recording, assembling and editing, rating, message processing, provision of message detail, and source information for record?
- c. What is the applicable rate, if any, for incollect message credit, incollect message transmission and message detail record?

**ISSUE 10:**

Should the ICB pricing for customized routing of OS/DA calls be set in this proceeding, if so, what are the prices?

**VI. NETWORK EFFICIENCY  
CONTRACTUAL DISPUTED ISSUES  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

**ISSUE 1:**

Issue removed.

**ISSUE 2: FLEXIBILITY IN ESTABLISHING TRUNK GROUPS**

Should AT&T be allowed to combine all forms of traffic on a single trunk group over its interconnection facility with SWBT.

**VII. COMPENSATION  
CONTRACTUAL DISPUTED ISSUES  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

**ISSUE 1: MUTUAL COMPENSATION**

When in a UNE environment, must AT&T pay the mutual compensation charge or the UNE rate for common transport.

## **ISSUE 2: ACCESS TRAFFIC**

- (i) Whether both interstate and intrastate traffic should be compensated at the applicable access rates;
- (ii) Whether Optional Calling Area traffic should be included in this category.\_

## **ISSUE 3: COMPENSATION**

Whether the provisions of this Attachment apply in administering compensation in both an Unbundled Network Environment (UNE) environment, as well as in a Facilities-based environment.

## **ISSUE 4: COMPENSATION**

What mutual compensation provisions should apply when AT&T's end office performs similar functions to SWBT's tandem?

## **ISSUE 5: WIRELESS TARIFFS**

Issue resolved.

# **VIII. PERFORMANCE CRITERIA CONTRACTUAL DISPUTED ISSUES AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

## **ISSUE 1: PERFORMANCE CRITERIA**

What performance measurement should be subjected to the liquidated damages provision of Attachment 17 and what damages should apply?

## **ISSUE 2: PERFORMANCE DATA**

What performance measurements should be provided to AT&T for UNEs?

## **ISSUE 3: PERFORMANCE MEASUREMENTS: PROVISIONING INTERVALS**

What provisioning intervals and what measurements for ordering, provisioning, and maintenance should be provided to AT&T for UNEs?

**IX. POLES, CONDUITS, AND RIGHTS-OF-WAY  
CONTRACTUAL DISPUTED ISSUES  
AT&T - SWBT INTERCONNECTION AGREEMENT - MISSOURI**

**ISSUE 1:**

Issue removed.

**ISSUE 2.a:**

Issue resolved.

**ISSUE 2b:**

When AT&T and authorized contractors selected by AT&T perform facilities modifications, capacity expansion, and make-ready work on SWBT's facilities, should the work be done in accordance with SWBT's plans, specifications, standards, and practices and should AT&T be responsible for damage resulting from their activities?

**ISSUE 3:**

Should the definitions of "conduit," "duct," "pole," and "rights-of-way" be defined to refer to all conduits, ducts, poles, and rights-of-way subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§251(b)(4) and 271(c)(2)(B)(iii)?

**ISSUE 4:**

Should access to central office vaults be provided under the terms of Appendix Poles, as AT&T proposes, or should such access be provided as part of the collocation arrangements through which AT&T's access to space in SWBT's central offices will be governed?

**ISSUE 5:**

Should the term "Cost/Cost/based" be defined as agreed to by the parties in Texas, and should the section captioned "Charges for Work Performed by SWBT employees" and agreed to by the parties in Texas be incorporated in the Missouri Poles Appendix?i

**ISSUE 6:**

Issue resolved.

**ISSUE 7:**

What should the Poles Appendix provide concerning the rights of the parties and third-party transferees (such as electric utilities) in those cases in which SWBT transfers its interest in property to which AT&T has attached facilities?

**ISSUE 8:**

Which party's language, if any, concerning "no right to interfere" should apply?

**ISSUE 9:**

Should SWBT be required, upon notice from AT&T, to suspend activities on, within, or in the vicinity of its poles, ducts, or conduits that create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions to AT&T's customers)?

**ISSUE 10:**

Issue resolved.

**ISSUE 11:**

Issue resolved.

**ISSUE 12:**

Should either party relieve itself from liability for introducing hazardous substances to or discharging hazardous substances from SWBT's sites? Should SWBT's definition of the term "hazardous substances" be approved and should that defined term replace the term "environmental contaminants" proposed by AT&T?

**ISSUE 13a:**

Issue resolved.

**ISSUE 13b:**

Issue resolved.

**ISSUE 13c:**

When AT&T avails itself of the "immediate occupancy" provisions of the Poles Appendix, should the field inspection portion of the "prelicense survey" be replaced with a post-installation inspection of the facilities installed?

**ISSUE 13d:**

What provisions relating to inspections and charges for inspections should be included in the Poles Appendix?

**ISSUE 14:**

Issue resolved.

**ISSUE 15a:**

Does the December, 1996 Arbitration Order regarding 50%/50% payment apply when SWBT incurs substantial out-of-pocket costs in connection with facilities modification, capacity expansion, or make-ready work authorized by AT&T, and, if not, is it appropriate that SWBT have the option of billing AT&T's for such costs as they are incurred instead of waiting until 50% completion and 100% completion?

**ISSUE 15b:**

What role should each party play in enforcing reimbursement rights from third parties and who benefits from modifications for which AT&T has paid?

**ISSUE 16:**

Should the Poles, Conduits, and Rights-of-Way Appendix, which is part of the Interconnection Agreement between SWBT and AT&T, contain provisions regarding indemnification, limitation of liability, consequential damages, notice, dispute resolution, assignment, and general legal provisions?

**ISSUE 17:**

Should Poles Appendix include a provision which would allow AT&T to have a contractual right to inspect SWBT's facilities after SWBT's completion of structural facilities work?

**ISSUE 18:**

Issue resolved.

**ISSUE 19:**

Should the Appendix contain provisions regarding fees for attachments made in the past by AT&T or its predecessors, as part of a complicated and expensive procedure to identify possible "unauthorized attachments"?



**ISSUE 20:**

Should SWBT be called on to remove facilities no longer in service prior to a request for access by AT&T or another party entitled to access?

**ISSUE 21:**

Should SWBT's rates be subject to annual cost-based adjustments in accordance with the Pole Attachment Act and rules, regulations, and orders thereunder, or should they be fixed for the term of the parties' agreement, a term which remains unspecified? Should a half-duct rate apply to inner ducts, as stipulated by the parties in Texas, where AT&T specifically stipulated to a half-duct rate for inner duct? Were either of these issues specifically addressed by the Arbitrator?

**ISSUE 22:**

Should the Appendix include additional terms regarding payment of invoices?

**ISSUE 23:**

Under what conditions, if any, should SWBT be permitted to modify the rates, fees, and charges contained in the Poles Appendix?

**ISSUE 24:**

This issue is a subset of Issue 16 and will be merged as 16a.

**ISSUE 25:**

This issue is a subset of Issue 16 and will be merged as 16b.

**ISSUE 26:**

Issue resolved.

**ISSUE 27:**

Should the Poles Appendix contain termination provisions which are different from or supplement the termination provisions contained in the general terms and conditions in section in the interconnection agreement?

**ISSUE 28:**

This issue is a subset of Issue 16 and will be merged as 16c.

### **ISSUE 29:**

Should the Poles Appendix include general legal provisions which are uniformly applicable to AT&T and other parties who have or seek access to SWBT's poles, ducts, conduits, and rights-of-way? Should the Poles Appendix replace earlier agreements between SWBT and AT&T concerning access to poles, ducts, conduits, and rights-of-way? Should licenses issued to AT&T under prior agreements be made subject to the rates, terms, conditions, and procedures set forth in the Poles Appendix and, if so, should references in the Poles Appendix to "licenses hereunder" be changed to "licenses subject to this Appendix"? Should SWBT's proposed "Changes in the Law" section be approved?

### **ISSUE 30:**

Should the provisions of Section 14.02(b) proposed by SWBT, and dealing with emergency rearrangements of facilities at SWBT's request, be approved?

### **ISSUE 31:**

- a. Should Section 2.06 (Additional Negotiations), proposed by SWBT, and opposed by AT&T, be added to the Poles Appendix?
- b. Should Section 2.07 (Relationship to Interconnection Agreement), proposed by SWBT, and opposed by AT&T, be added to the Poles Appendix?
- c. Should Section 4.06 (Required Franchises, Permits, Certificates and Licenses), proposed by SWBT, and opposed by AT&T, be added to the Poles Appendix?
- d. Should Section 4.07 (Disclaimer of Warranties), proposed by SWBT, and opposed by AT&T, be added to the Poles Appendix?
- e. Should Section 5.06 (Access to Building Entrance Facilities, Building Distribution Facilities and Equipment Rooms), proposed by SWBT, and opposed by AT&T, be added to the Poles Appendix?
- f. Should Section 6.16 (Differences in Specifications), proposed by SWBT, and opposed by AT&T, be added to the Poles Appendix?
- g. Should Section 18.05 (Removal to Avoid Forfeiture), proposed by SWBT, and opposed by AT&T, be added to the Poles Appendix?
- h. Should Section 20.02 (Payment and Performance Bonds in Favor of Contractors and Subcontractors), proposed by SWBT, and opposed by AT&T, be added to the Poles Appendix?

### **ISSUE 31:**

Should section 5.03 be amended to include language stating how compensation for the use of rights-of-way will be handled?

### **ISSUE 32:**

Should Section 6.08(c) apply to connections with SWBT's conduit system ducts or only to connections with manholes?

### **ISSUE 33:**

Should the Poles Appendix include language allowing SWBT to charge AT&T FCC-permitted rates if AT&T occupies space both as a telecommunications carrier and as a cable operator?

### **ISSUE 34:**

- a. Should SWBT's proposed Articles 24 (Assignment) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?
- b. Should SWBT's proposed Articles 25 (Termination and Remedies for Breach) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?
- c. Should SWBT's proposed Articles 30 (Dispute Resolution) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?
- d. Should SWBT's proposed Articles 31 (No Reciprocal Use of AT&T's Facilities) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?

### **ISSUE 35:**

- a. Should the additional language SWBT proposed for Section 6.03 (Infrequent Constructions Techniques and Connectivity Solutions) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?
- b. Should the additional language SWBT proposed for Section 6.07 (Efficient Use of Conduit) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?
- c. Should the additional language SWBT proposed for Section 6.09 (General Requirements Relating to Personnel, Equipment, Materials, and Public Safety) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?
- d. Should the additional language SWBT proposed for Section 6.10 (Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices within or in the Vicinity of SWBT's Conduit Systems) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?
- e. Should the additional language SWBT proposed for Section 6.11 (Opening of Manholes and Access to Conduits) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?
- f. Should the additional language SWBT proposed for Section 8.02 (Pole, Duct and Conduit Space Assignments) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?
- g. Should the additional language SWBT proposed for Section 18.06 (Notice of Completion of Removal Activities) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?

- h. Should the additional language SWBT proposed for Section 18.07 (Notice of SWBT's Intent to Remove Facilities) proposed by SWBT and opposed by AT&T be included in the Poles Appendix?

**X. CONTRACT TERMS AND CONDITIONS AND OTHER ISSUES  
CONTRACTUAL DISPUTED ISSUES  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

**ISSUE 1: WHOLESALE DISCOUNT**

Issue resolved.

**ISSUE 2:**

Should Section 1.X of the agreement contain the phrase "in any lawful manner"?

**ISSUE 3a: LIMITATION OF LIABILITIES**

Whether SWBT's liability to AT&T under its indemnification obligations associated with intellectual property claims should be limited.

**ISSUE 3b: LIMITATION OF LIABILITIES**

Should the parties' liability to each other be limited to an amount representing what AT&T is charged by SWBT under the contract for a year, or only the amount AT&T is charged by SWBT in a contract year for a particular service or business practice?

**ISSUE 3c: LIMITATION OF LIABILITIES**

Should the liability of either party for third party claims, other than end user claims, be limited according to the degree of negligence of that party?

**ISSUE 4: INDEMNIFICATION**

Should each party indemnify the other party against claims made by the indemnifying party's end users, including claims arising out of the indemnified party's negligence, but excluding cases of gross negligence or intentional or willful misconduct?

**ISSUE 5: INTERFERENCE WITH OTHER CONTRACTS**

Should AT&T be required to attest that this Agreement does not interfere with any other contractual relationships it has with any other party, and that it will indemnify SWBT against any such claims?

**ISSUE 6: LOCAL EXCHANGE CARRIER SELECTION/"SLAMMING"**

Should the Agreement be amended to include SWBT's proposed additional provisions dealing with local exchange switching/slamming issues?

**ISSUE 7a: OS/DA FACILITIES; SWBT'S PROVISION OF DIRECTORY ASSISTANCE AND OPERATOR SERVICES**

Is a one year minimum term reasonable when AT&T uses SWBT's OS and DA platform and should SWBT be sole provider of OS/DA when AT&T uses SWBT's OS/DA platform?

**ISSUE 7b: TERMS OF THE ATTACHMENT**

See 7a.

**ISSUE 8: RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION**

What should the Agreement provide regarding responsibility for the presence or release of environmental hazardous, at an affected work location that was introduced by a third party?

**ISSUE 9: OTHER LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS**

Should SWBT's proposed additional provisions concerning indemnification and limitations of liability be included in the following: Appendix DA Resale, Appendix OS Resale, Attachment 15: 911, Attachment 18: Mutual Exchange of Directory Information, Attachment 19: White Pages-Other, Attachment 22: DA Facilities, Attachment 23: Operator Services Facilities, Attachment 6: UNE, Attachment 24: Recording-Facilities Based?

**ISSUE 10: PER TRANSACTION CHARGE**

Is \$.003 the appropriate fee assessment for transmitting carrier data per order between AT&T and SWBT?

**ISSUE 11:**

Issue resolved.

**ISSUE 12:**

Issue resolved.

### **ISSUE 13: SPECIAL REQUEST PROCESS**

Whether, if an unbundled Network Element or combination is not available in every area of Missouri, the same would be supplied to AT&T via the "Special Request" process described in Attachment 6: UNE.

### **ISSUE 14: INTERVENING LAW**

What should the Agreement provide concerning intervening law?

### **ISSUE 15: INTELLECTUAL PROPERTY RIGHTS ASSOCIATED WITH UNE**

Whether SWBT should indemnify AT&T against intellectual property claims resulting from AT&T's purchase of UNEs, or whether instead AT&T must certify to SWBT that it has obtained intellectual property rights associated with UNEs from SWBT's suppliers of UNE facilities and software before AT&T can purchase UNEs.

### **ISSUE 16: DISPUTE RESOLUTION PROCEDURES**

Whether mandatory arbitration provisions should apply to all issues involving matters not specifically addressed elsewhere in the Agreement which require renegotiation, modifications of or additions to the Agreement.

### **ISSUE 17: TERM OF AGREEMENT**

Issue resolved.

### **ISSUE 18:**

Is SWBT required to customize route at&t local calls to multiple swbt end offices?

### **ISSUE 19:**

Once either party reaches an interconnection agreement with a CMRS provider, will SWBT continue to revenue share?

### **ISSUE 20:**

Where AT&T operates its own switch, should AT&T obtain a separate NXX code for each SWBT exchange?

### **ISSUE 21:**

Issue removed.

**ISSUE 22:**

Should this agreement require AT&T to provide telephone exchange service to business and residential customers within a specified period after approval of the PSC?

**XI. COLLOCATION  
CONTRACTUAL DISPUTED ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

**ISSUE 1:**

What conditions, if any, should be placed on SWBT's ability to reserve space for itself?

**ISSUE 2:**

Who should determine if space is available for collocation in eligible structures and in what manner?

**ISSUE 3:**

Should the agreement include a definition of "facility" or "facilities?"

**ISSUE 4:**

How much time should SWBT be permitted to prepare a price quotation?

Should SWBT be required to refund the entire engineering design charge upon a determination that space and power are not available?

**ISSUE 5:**

Which specific elements may be billed as part of the monthly charge?

**ISSUE 6:**

With regard to a specific collocation request:

(1) If the Commission is reviewing disputes between the parties over physical collocation price quotations, must SWBT refrain from issuing such quotations to other LSPs for the same collocation space or refrain from allowing use of that collocation space by other LSPs?

(2) What methodology is appropriate to determine SWBT's Common Charge, Collocated Space Charge, and Monthly Charge for providing AT&T physical collocation facilities?

**ISSUE 7:**

Should SWBT permit AT&T to inspect the Collocated Space prior to its acceptance or rejection of the price quotation?

**ISSUE 8:**

Can SWBT require an up-front payment of quoted non-recurring charges (i.e., the Collocated Space Charge, the Custom Work Charge, and the Common Charge) from AT&T as a condition to reserving and commencing preparation of the collocated Space?

**ISSUE 9:**

May AT&T subcontract the preparation of Collocated Space?

**ISSUE 10:**

Should SWBT be required to refund a pro-rata share of the common charge more than twelve months after the initial collocater has collocated in an Eligible Structure?

**ISSUE 11:**

How should SWBT's compensation be calculated and documented when SWBT begins preparing Collocated Space at AT&T's request prior to receiving regulatory approval if such approval is not obtained and the collocation installation is abandoned?

**ISSUE 12:**

May AT&T review and approve the working drawings and specifications for the preparation of the Collocated Space and the modification of the Eligible Structure?

**ISSUE 13:**

Is AT&T entitled to have approval rights over contractor bids for modifying the Eligible Structure and preparing the Collocated Space?

**ISSUE 14:**

See Issue 9.



**ISSUE 15:**

See Issue 9.

**ISSUE 16:**

Should SWBT be required to provide as-built drawings to AT&T?

**ISSUE 17:**

Is AT&T entitled to inspect, during space preparation, the facilities where its Collocated Space is collocated, and is AT&T entitled to require SWBT to modify the collocation space or make changes to the eligible structure?

**ISSUE 18:**

Must SWBT notify AT&T that preparation of Collocated Space is 50% completed?

**ISSUE 19:**

Can AT&T hire subcontractors to expedite completion of its requested work within the "cage" portion of the Collocated Space?

**ISSUE 20:**

Can SWBT be made liable for liquidated damages if the Collocated Space is not completed within the Completion Interval?

**ISSUE 21:**

Issue Resolved.

**ISSUE 22:**

As related to a collocation space within an eligible structure:

1. Is AT&T entitled to occupy the Collocated Space before paying all applicable charges?
2. Is AT&T entitled to inspect and require modifications to the eligible structure in order to correct errors in construction at SWBT's expense upon completion of work?
3. Is AT&T entitled to inspect and require modification of AT&T's collocation space to correct errors in construction at SWBT's expense upon completion of work?

**ISSUE 23:**

See Issue 22.

**ISSUE 24a:**

Will and how soon should SWBT provide AT&T information about cable termination for point of termination bay(s) after its approval of the Collocated Space preparation?

**ISSUE 24b:**

(1) Will and how soon must SWBT provide information depicting the exact path of AT&T's outside plant ingress and egress into its Collocated Space within what timeframe?

(2) Must SWBT make environmental warranties relating to the ingress and egress into the Collocated Space?

**ISSUE 24c:**

Will SWBT provide AT&T information about Power Cabling Connectivity and if so within what timeframe?

**ISSUE 25:**

(1) How long does AT&T have after collocation space is made available and SWBT has made interconnection available does AT&T have to interconnect to SWBT's network?

(2) Can AT&T sublease its Collocated Space to another LSP?

(3) If the collocation arrangement is terminated because AT&T fails to place operational telecommunications equipment in the Collocated Space and connect it with SWBT's network, is AT&T liable for the unpaid balance of the charges?

**ISSUE 26:**

Under what circumstances may SWBT raise the monthly charge for a Collocated Space?

**ISSUE 27:**

How should compensation between the parties be calculated and documented when AT&T cancels a request for Collocated Space or fails to occupy a Collocated Space in the time specified?

**ISSUE 28:**

What terms and conditions should govern billing and payment of Collocation Charges?

**ISSUE 29:**

What amount of interest should AT&T pay SWBT on unpaid collocation charges?

**ISSUE 30:**

What terms and conditions should govern the relocation of Collocated Space at SWBT's request?

**ISSUE 31:**

Issue Resolved.

**ISSUE 32:**

(1) Can AT&T use any media, other than dielectric fiber optic cable, as a transmission medium to the Collocated Space?

(2) How many points of entry to an Eligible Structure must SWBT provide?

**ISSUE 33a:**

Issue Deleted.

**ISSUE 33b:**

Issue resolved by AT&T's agreeing to strike the last sentence of their proposed language and SWBT agreeing to accept the remainder of proposal.

**ISSUE 33c:**

(1) Deleted.

(2) Must SWBT agree to collocate equipment that is "used or useful" (rather than "necessary") in SWBT's Eligible Structure?

(3) Is SWBT required to collocate AT&T's enhanced or information services equipment? Also see Issue 46.

(4) Must SWBT agree to provide AT&T with remote switching module equipment on a virtual collocation basis?

(5) Can SWBT limit the use or functionality of AT&T's collocated equipment to the provision of telecommunications services?

**ISSUE 33d:**

Must SWBT provide AT&T personnel and designated agents access to bathrooms and drinking water within the Eligible Structure?

**ISSUE 33e:**

Must SWBT complete an Environmental, Health & Safety Questionnaire for each Eligible Structure in which AT&T applies for Collocated Space?

**ISSUE 34:**

What are the consequences if AT&T's list of collocated equipment be inaccurate?

**ISSUE 35:**

When must SWBT consent to AT&T's collocation of subsequent equipment?

**ISSUE 36:**

Should the events detailed in paragraph 10x be considered a material breach of contract for a particular collocation arrangement?

**ISSUE 37:**

Does SWBT's obligation to permit a collocator to connect its network with that of another collocator in an Eligible Structure extend to virtual collocation?

**ISSUE 38:**

Must SWBT permit AT&T to subcontract the interconnection of its network to that of another collocator within the Eligible Structure?

**ISSUE 39:**

What is the appropriate method for AT&T to object the contents of SWBT's technical publications?

**ISSUE 40:**

See Issue 39.

**ISSUE 41:**

May AT&T or AT&T's subcontractors extend AT&T's cable through the cable vault to the Collocated Space?

**ISSUE 42:**

See Issue 41.

**ISSUE 43:**

What are the parties' responsibilities regarding removal of equipment from the Collocated Space?

**ISSUE 44:**

Deleted Issue.

**ISSUE 45:**

What terms and conditions should apply to SWBT's provision of power to AT&T's equipment?

**ISSUE 46:**

Can AT&T unilaterally permit the joint occupancy, subletting or assignment of its Collocated Space?

**ISSUE 47:**

What obligations does SWBT have to AT&T where a casualty loss renders the Collocated Space untenable?

**ISSUE 48:**

1. In the event of casualty loss, is SWBT obligated to repair, restore, rebuild or replace, at its expense, AT&T's improvements, equipment and fixtures in the Collocated Space?
2. What is SWBT's repair obligation when SWBT's intentional or negligent act causes damage to AT&T's Collocated Space?

**ISSUE 49:**

When and under what conditions may SWBT repossess a Collocated Space?

**ISSUE 50:**

Must SWBT notify AT&T that it has repossessed a Collocated Space?

**ISSUE 51:**

Can SWBT be required to lease additional Collocated Space to AT&T in Eligible Structures if it is in material breach of the Agreement?

**ISSUE 52:**

Which limitation of liability provisions should apply to this Appendix concerning acts or omissions by "Others"?

**ISSUE 53:**

See Issue 6.1 and 40.

**ISSUE 54a:**

(1) Resolved with SWBT accepting AT&T's position on 22x.

(2) Should AT&T indemnify SWBT for damage to vehicles of AT&T's contractors, invitees, licensees or agents?

**ISSUE 54B:**

Deleted

**ISSUE 54c**

Resolved by SWBT accepting AT&T's proposed language.

**ISSUE 54d:**

Must AT&T acknowledge in this Appendix that it is not entitled to lost profits and revenues in the event of a service interruption?

**ISSUE 54e:**

Must AT&T accept the recommendations made by SWBT's property insurance manager when SWBT has not provided AT&T with copies of all applicable surveys, recommendations and compliance requirements?

**ISSUE 55:**

Should Appendix 13 be modified to include SWBT's proposed contract language in 22x that SWBT, by agreeing to this appendix, is not waiving any rights?

**ISSUE 56:**

What is the effect of subsequently approved conflicting tariff provisions on the agreements set forth in this Appendix?

**ISSUE 57:**

Issue Resolved.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE  
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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing document were served to all parties on the Service List by first-class postage prepaid, U.S. Mail.

James M. Tucker