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November 26, 1997

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

RE: Case No. TO-98-115

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and fourteen (14) conformed copies of an **AMENDED STATEMENT OF ISSUES REMAINING** which was filed on November 24, 1997, with amendments to section XI on November 24 and a page amendment on November 25. This filing is intended to provide a final comprehensive document with all changes subsequent to the original filing, including typographical and formatting corrections that were unable to be completed prior to the filing deadline. I have redlined the filed document for convenience of the Commission and the parties.

This amended document contains no substantive changes from the prior filed documents. With minor exceptions, the changes address document formatting (spacing and headers were standardized throughout), correction of typographical errors and several clarifications of text identifying the author of proposed contract language. In addition, a missing text block was added to the beginning of the Special Master Recommendation on page 27.

This filing has been mailed or hand-delivered this date to all counsel of record.

FILED

NOV 26 1997

MISSOURI
PUBLIC SERVICE COMMISSION

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Dana K. Joyce", written in a cursive style.

Dana K. Joyce
Special Master/General Counsel
(573) 751-8705
(573) 751-9285 (Fax)

DKJ:rr

Enclosures

cc: Counsel of Record

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED
NOV 26 1997
MISSOURI
PUBLIC SERVICE COMMISSION

In the Matter of AT&T Communications of)
the Southwest, Incorporated's Petition for)
Second Compulsory Arbitration Pursuant to)
Section 252(b) of the Telecommunications)
Act of 1996 to Establish an Interconnection)
Agreement with Southwestern Bell)
Telephone Company)

Case No. TO-98-115

AMENDED JOINT STATEMENT OF ISSUES REMAINING

COMES NOW, the Missouri Public Service Commission's Special Master for this cause, Dana K. Joyce, 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 Statement of Issues Remaining.

**I. INTRALATA TOLL/ACCESS
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 unbundled network elements (UNE) local switching, should AT&T be recognized as the intraLATA toll provider and therefore receive access and toll revenue, prior to implementation of a dual primary interexchange carrier (PIC) system?

SWBT LANGUAGE

Attachment 6

5.1.1 The local switching element also includes access to all call origination and completion capabilities which are provided to SWBT's own customers. Where technically feasible, SWBT will provide AT&T with recordings which will permit it to collect all revenues associated with the use of the local switching element. Where such capability is not available (e.g., originating 800 and terminating access calls), SWBT will continue to seek cost effective solutions and in the meantime will ensure that AT&T, as the local

service provider, incurs no charges for the provision of such dialing capabilities to their customers.

5.2.4.3 SWBT will make available to AT&T the ability to route all local Directory Assistance (DA) and Operator Service (OS) calls (e.g., 1+411, 0- and 0+ seven or ten digit local) dialed by AT&T customers to the AT&T Directory Assistance and Operator Services platform. At the direction of the FCC, 1+HNPA+555-1212 will be directed to the PIC2 intraLATA carrier once Dialing Parity is implemented. Customized Routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC.

Attachment 6 - Appendix Pricing - UNE

Until the implementation of intraLATA Dialing Parity, AT&T will pay intraLATA toll rates reduced by the discount rate applicable to Resale services for all intraLATA toll calls initiated by an AT&T ULS Port. No ULS usage charges will apply to AT&T.

5.2.4.4.1 At AT&T's request, SWBT will provide functionality and features within its local switch (LS) to route AT&T customer-dialed Directory Assistance local and intraLATA calls to the designated trunks via Modified Feature Group C signaling as defined in the Operator Services Generic Requirements FR-NWT.00271 Signaling Module TRNWT-001.144 signaling from SWBT switches for direct dialed Directory Assistance calls.

5.2.4.5 SWBT will provide the functionality and features within its local switches to route AT&T dialed 0/0+ local calls to AT&T. (Designated trunks via Operator Services modified Feature Group C signaling.)

Appendix Pricing - UNE

5.X When AT&T purchases an unbundled local switching element and uses it to originate an intrastate interLATA call SWBT will charge AT&T an amount equal to the common carrier line charge (CCLC) (as CCLC may change from time to time) for all

intrastate interLATA (or intrastate intraLATA effective with dialing parity) whole minutes of AT&T customer traffic traversing that unbundled local switching element.

AT&T LANGUAGE

Attachment 6

- 5.X** The local switching element also includes access to all call origination and completion capabilities (including intraLATA and interLATA calls), and AT&T is entitled to all revenues associated with its use of those capabilities, including access and toll revenues.
- 5.X** SWBT will make available to AT&T the ability to route all Directory Assistance and Operator Services calls (1+411, 0+411, 0-, and 0+ Local, 0+ IntraLATA toll (prior to dual PIC), 0+HNPA-555-1212 (IntraLATA) (prior to dual PIC), 1+HNPA-555-1212 (IntraLATA) (prior to dual PIC) dialed by AT&T Customers directly to the AT&T Directory Assistance and Operator Services platform. Customized routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC.
- 5.X** At AT&T's request, SWBT will provide the functionality and features, including digit translation (i.e., 1+411 to 900-XXX-XXXX) as specified by AT&T, within the SWBT LS to route AT&T customer-dialed Directory Assistance local and intraLATA calls to the AT&T designated trunks via Feature Group D signaling from SWBT's 5ESS DMS100, and other switches as it becomes technically feasible, or as parties may otherwise agree, for direct-dialed calls, (i.e. 1+411, 1+Home/Foreign NPA-555-1212 sent paid).
- 5.X** At AT&T's request, SWBT will provide functionality and features within its LS to route AT&T customer-dialed Directory Assistance local and intraLATA calls to the designated trunks via Modified Feature Group C signaling from SWBT's 1AESS and other switch types or as the parties otherwise agree, for direct-dialed calls, (e.g., 1+411, 0, and 0+Local, 1+Home/Foreign NPA-555-1212 sent paid).

- 5.X SWBT will provide the functionality and features within its local switches to route AT&T dialed 0/0+ local and **intraLATA** calls (**prior to dual PIC**) to AT&T. (Designated trunks via Operator Services modified Feature Group C signaling.)
- 2.X When AT&T purchases unbundled network elements to provide interexchange services or exchange access services, SWBT will not collect access charges from AT&T or other interexchange carriers (IXC's) (except for charges for exchange access transport services that an IXC elects to purchase from SWBT).

Appendix Pricing-UNE

- 5.X **Until the implementation of intraLATA Dialing Parity, AT&T will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by an AT&T ULS Port.**

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

The AT&T language is most appropriate. The disputed issue relates to which company will be the intraLATA toll provider. SWBT maintains that it must be the intraLATA toll provider until the implementation of dialing parity. Until then, SWBT claims it should be the toll provider and it will allow AT&T to resell SWBT's intraLATA toll. AT&T maintains that, as the local service provider using unbundled local switching, it should be the intraLATA toll provider.

When AT&T purchases unbundled local switching, it purchases the ability to originate and terminate all types of calls, including intraLATA toll calls. The FCC recognizes that section 251(c)(3) of the Telecommunications Act of 1996 anticipates carriers requesting interconnection to purchase UNEs for the purpose of offering exchange access services (*See the FCC's First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, et. al., ¶ 356 (Aug. 1, 1996)*). The unbundled local switching rates

contained in this Commission's July 31, 1997 Final Arbitration Order in Case No. TO-97-40, et. al., were intended to include the ability to originate and terminate all types of calls. When AT&T purchases unbundled local switching at the rates ordered by the Commission, it is purchasing the full functionality of the switching element. SWBT's position denies AT&T the full functionality of this element by limiting AT&T's use of the element.

The Telecommunications Act of 1996 provides no basis for SWBT to exclude intraLATA toll services from the category of services that an LSP may provide using UNEs. SWBT cites Section 271(e)(2)(b) of the Telecommunications Act of 1996 (47 U.S.C. § 271(e)(2)(b)) to support its position that it is not obligated to route 1+ and/or 0- intraLATA toll calls to AT&T. This section would apply only if SWBT was a customer's local exchange carrier and where other carriers were competing for that customer's intraLATA toll traffic. When AT&T purchases unbundled local switching to provide basic local service, AT&T is entitled to be the intraLATA toll provider for its own local customers until dialing parity is implemented for those customers, just as SWBT is entitled to intraLATA toll revenues for its basic local customers. However, this recommendation should not be read to support the position that AT&T is entitled to intraLATA toll revenue when it is providing local service on a resold basis.

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?

SWBT LANGUAGE

(SWBT opposes inclusion of AT&T language. SWBT does not believe any language is necessary or appropriate.)

AT&T LANGUAGE

Attachment 6

AT&T has proposed the following language in Issue 1 above.

- 5.X SWBT will make available to AT&T the ability to route all Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local, **0+ intraLATA toll (prior to dual**

PIC), 0+HNPA-555-1212 (intraLATA) (prior to dual PIC), 1+HNPA-555-1212 (IntraLATA) (prior to dual PIC) dialed by AT&T customers directly to the AT&T Directory Assistance and Operator Services platform. Customized routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC.

Alternatively, and only if the language above providing for customized routing of all intraLATA toll calls (prior to dual PIC) is rejected, then the following language is proposed:

- 5.X SWBT will make available to AT&T the ability to route all Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local), dialed by AT&T customers directly to the AT&T Directory Assistance and Operator Services platform. Customized routing will not be used in a manner to circumvent the inter or intraLATA PIC process directed by the FCC. To the extent that intraLATA calls are routed to AT&T OS and DA platforms, AT&T may complete such calls and receive the associated revenue.

Appendix Customized Routing (Resale)

- 1.X SWBT will make available to AT&T the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local, 0+ intraLATA toll, 0+HNPA-555-1212(intraLATA), 1+HNPA-555-1212(intraLATA)) dialed by AT&T Customers directly to the AT&T Directory Assistance and Operator Services platform. If the State Commission rules or the parties agree that AT&T is entitled to intraLATA toll on resale services and unbundled switch elements, SWBT agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212 (intraLATA), 1+HNPA-555-1212 (intraLATA).

Alternatively, and only if the language above providing for customized routing of all intraLATA toll calls (prior to dual PIC) is rejected, then the following language is proposed:

- 1.X SWBT will make available to AT&T the ability to route Directory Assistance and Operator Services calls (1+411, 0+411) dialed by AT&T Customers directly to the AT&T Directory Assistance and Operator Services platform. If the State Commission

rules or the Parties agree that AT&T is entitled to intraLATA toll on resale services and unbundled switch elements, SWBT agrees to customized routing of the following types of calls:, 0+HNPA-555-1212, 1+HNPA-555-1212. To the extent that intraLATA calls are routed to AT&T OS and DA platforms, AT&T may complete such calls and receive the associated revenue.

Note: This issue is still in dispute. AT&T's proposed language is bolded and underlined. SWBT opposes the inclusion of AT&T's language.

Special Master Recommendation:

The Commission should adopt AT&T's language. This issue is similar to Issue 1 except that Issue 2 is specific to OS/DA calls that SWBT routes to AT&T's platform. For the same reasons discussed in Issue 1, AT&T's position should be adopted in Issue 2. If AT&T prevails in Issue 1, no additional language is necessary for this issue.

In the event the Commission determines that SWBT's position prevails in Issue 1, the recommendation stands that AT&T's proposed language be adopted in Issue 2. This issue involves intraLATA toll traffic that SWBT routes to AT&T's OS/DA platform. SWBT's position is that AT&T must return this traffic to SWBT so that SWBT may complete the calls. Once traffic is routed to AT&T by SWBT, AT&T should be allowed to terminate the traffic. If SWBT does not want AT&T to terminate the traffic, SWBT should not route its traffic to AT&T for OS or DA.

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?

SWBT LANGUAGE

(SWBT opposes inclusion of AT&T language.)

AT&T LANGUAGE

Appendix Pricing-UNE

- 5.2.2.2.1.2.1 AT&T may provide exchange access transport services to IXCs, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls that are originated by local customers using SWBT unbundled local switching, AT&T may offer to deliver the calls to the PIC at the SWBT access tandem, with AT&T using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then AT&T will pay SWBT ULS-O usage, signaling, common transport, and tandem switching for such calls. SWBT will not bill any access charges to the PIC under this arrangement. AT&T may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by AT&T local customers using SWBT unbundled local switching.
- 5.2.2.2.1.2.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls that are originated by AT&T local customers using SWBT unbundled local switching, then AT&T will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.
- 5.2.2.2.1.3 When an intraLATA or interLATA toll call terminates to an AT&T ULS Port, AT&T will pay ULS-T charges and SWBT will not charge terminating access to AT&T or the IXC except that SWBT may bill the IXC for terminating transport in cases where the IXC has chosen SWBT as its transport provider.

5.2.2.2.1.4 AT&T and SWBT will implement the preceding three sections according to the methods, procedures, and schedule developed to implement parallel provisions in Texas and/or Oklahoma.

Note: This issue is still in dispute. AT&T's proposed language is bolded and underlined. SWBT opposes the inclusion of AT&T's language.

Special Master Recommendation:

The AAS recommends the adoption of AT&T's language and the Special Master concurs. IXCs currently have a choice of terminating over their own dedicated access facilities or over SWBT's network. AT&T's language will allow it to provide access transport for calls originated by an AT&T local customer or terminating to an AT&T local customer. When AT&T performs these services, it will pay the appropriate UNE rates established by the Commission to SWBT. This is consistent with the FCC's Interconnection Order, which allows CLECs to purchase UNEs to provide exchange access service (*See the FCC's First Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, et. al., ¶ 356 (Aug. 1, 1996)*).

III. OPERATIONAL ISSUES

AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 1. UNE Ordering and Provisioning

Does the October 2, 1997 Order in Case No. TO-97-40, et. al., 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?

SWBT LANGUAGE

3.2.1 SWBT will make LEX available to AT&T. The following order types may be processed via LEX: New Connect; Records; Change; (Features, Listings, interLATA and intraLATA (when available), Long Distance PICs); Conversion (resale only); Outside Move (e.g., From and To for a change of premises); Disconnect.

AT&T LANGUAGE

Attachment 7

3.2.1 SWBT also will make available to AT&T EASE, to be used by AT&T on an interim basis prior to the development of an agreed upon UNE ordering interface, for the processing of UNE Loop and Port combination, used to provide POTS service by AT&T, service orders. The following order types may be processed via EASE: Conversion (with changes); Change (Features, Listings, interLATA and intraLATA [when available] Long Distance PICs); New Connect; Disconnect; From and To (change of premises with same service). EASE would only be available for ordering UNEs and UNE combinations that have a SWBT retail analog.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

SWBT's language is the most appropriate. AT&T desires a modified version of EASE as an interim method for processing UNE transactions. The time and expense necessary to implement another interim method is not a productive use of resources. There is already an interim method (LEX) and

the permanent EDI solution will be ready in the near future. The most appropriate solution which will require the least amount of time and resources is to continue the current interim method until EDI is fully developed.

Issue 2. UNE Ordering and Provisioning

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

SWBT LANGUAGE

- 5.9 AT&T is responsible to fully enumerate the ordering details of the UNE components to request SWBT provisioning of specified elements which includes their customer care information in the 911, Directory Listing, and switch databases. (This does not include LIDB database.) SWBT will update these databases utilizing the same processes it uses for its own end users.**

AT&T LANGUAGE

Attachment 7

- 5.9 On a conversion as specified order, SWBT will not require AT&T to provide data that already exists in SWBT's database. (This does not include LIDB database.) AT&T is willing to enumerate the elements to SWBT. However, SWBT will not move or delete the AT&T's customer information in its databases unless asked to by AT&T. If AT&T wishes to change information in SWBT's database, AT&T will provide the complete information to SWBT using the service order process.**

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is underlined and bolded.

Special Master Recommendation:

AT&T's language is the most appropriate as AT&T identifies and orders UNES; SWBT proposes to delete all customer database records associated with the requested UNES (with the exception of LIDB) before providing the ~~UNES~~ **UNES** to AT&T. This would require the purchaser to reenter the data before being able to use UNE components. SWBT's position presents a barrier to access because it results in unnecessary and costly redundant work for both parties. In addition, the deletion

and reentry of the data (including 911 information) would increase the potential for human error. SWBT maintains data on closed customer accounts and it clearly can continue to do so with AT&T bearing the responsibility of updating for accuracy. Accordingly, SWBT should not be allowed to purge the database and thus require AT&T to reenter the same data. AT&T's proposed language should be adopted.

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?

SWBT LANGUAGE

Attachment 7

5.10 SWBT will utilize OBF guidelines as they are applicable to SWBT business requirements. SWBT will specify applicable codes needed (e.g., NC/NCI codes) for AT&T to identify SWBT's UNEs for the fields of the LSR as defined by OBF Local Service Ordering Guidelines (LSOG).

AT&T LANGUAGE

Attachment 7

5.10 When ordering elements, including either Customer-Specific Combinations or Common-Use Combinations, AT&T may complete the order and specify the functionality of that Combination using national standards for ordering and provisioning. i.e, it will be necessary and sufficient for AT&T to complete all fields on the LSR that the OBF has designated as required (or as conditional, if the condition is satisfied), unless both parties agree otherwise.

5.10.1 Combinations will be identified and described by AT&T so that they can be ordered and provisioned together. All elements and functionalities will be enumerated using OBF defined fields (e.g., Pulse, Sgnl (signaling), TBE (Toll Billing Indicator, Feature, Feature Detail) and industry standard formats. AT&T is willing to provide SWBT information that cannot be provided using standard OBF fields and values in a

mutually agreed to manner. However, AT&T will use the OBF defined fields as well as the values for those fields to identify the functionalities of the elements ordered.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is underlined and bolded.

Special Master Recommendation:

AT&T's language is the appropriate language for inclusion in the interconnection agreement. The OBF has not finalized industry standards for UNE ordering and provisioning and those standards are anticipated to be finalized shortly. In addition, AT&T's proposed language allows for an interim method to transmit the necessary data so that service is not delayed.

IV. UNE PARITY
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 1. Parity: Overview

How does the parity standard in the contract and the Telecommunications Act of 1996 apply to UNEs? Is parity required for individual elements and/or combinations or platform of elements?

SWBT LANGUAGE

Attachment 6

- 2.2 AT&T will order UNE separately and for a separate charge. SWBT will provide the requested elements with the performance standards consistent with Attachment 17. SWBT is not obligated to combine unbundled network elements, and is not responsible for performance parameters when it does not provide the end to end service.**

AT&T LANGUAGE

Attachment 6

- 2.2 When AT&T orders UNEs that it intends to use in combination and, in addition to specifying the elements being ordered, identifies to SWBT the type of telecommunications service it intends to deliver to its end-user customer through that combination (e.g., ~~??~~, POTS, ISDN), SWBT will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SWBT provides through its own network to its local exchange service customers receiving equivalent service, unless AT&T requests a lesser quality of performance through the special request process. This section does not impose any performance measurements requirement beyond those provided for in Attachment 17.**

Note: This issue is still in dispute. AT&T's proposed language is bolded and underlined. SWBT's proposed language is bolded.

Special Master Recommendation:

AT&T's proposal should be adopted. The issue in dispute concerns parity for ~~USES~~ ~~UNES~~ when used in combination. FCC Rules 51.311(b) and 51.313(b), require ILECs to provide UNEs, and

access to UNEs, that are "at least equal in quality to that which the incumbent LEC provides to itself," on terms and conditions that are "no less favorable to the requesting carrier than the terms and conditions under which the incumbent LEC provides such elements to itself." Additionally, Section 251(3) of the Telecommunications Act of 1996 states,

The duty to provide...nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of the agreement and the requirements of this section and section 252. An incumbent local exchange carrier shall provide such unbundled network elements in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service.

Nothing in recent Eighth Circuit decisions rejects this. (*Iowa Utilities Bd. v. FCC*, 120 F3d 753, 1997 (8th Cir., July 18, 1997)). AT&T's proposed language is consistent with the parity standards in ~~the~~ Telecommunications Act of 1996. Without parity standards applied to UNEs used in combination, AT&T cannot be guaranteed nondiscriminatory access and comparable performance and quality.

Section 2.1 of Attachment 6: UNE of the approved SWBT/AT&T interconnection agreement states,

SWBT will permit AT&T to designate any point at which it wishes to connect AT&T's facilities or facilities provided by a third party on behalf of AT&T with SWBT's network of access to unbundled Network Elements for the provision by AT&T of a Telecommunications Service. If the point designated by AT&T is technically feasible, SWBT will make the requested connection.

Additionally Section 2.4 of Attachment 6: UNE, of the approved SWBT/AT&T interconnection agreement states,

SWBT will provide AT&T access to the unbundled Network Elements provided for in this Attachment, *including combinations of Network Elements*, without restriction. (emphasis added.)

SWBT's proposed language is contrary to agreed upon and approved language. Finally, in opposing AT&T's language, SWBT cites the Eighth Circuit Order that stated incumbent LECs do not have to combine UNEs. Nothing in AT&T's language attempts to force SWBT to combine elements. AT&T's language seeks to establish parity standards for UNEs presently used in combination, as

provided for under the existing interconnection agreement language quoted above, which is unaffected by the Eighth Circuit decision.

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

PROPOSED LANGUAGE

Attachment 7 - UNE Ordering and Provisioning

- 2.1 SWBT and AT&T agree to work together to implement the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. AT&T and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, **dispatch requirements, due date** and Customer Service Record (CSR) information), subject to the conditions as set forth in Attachment 2: Ordering and Provisioning - Resale, Paragraph 1.4. **The dispatch requirement and due date functionality (this due date functionality is specific to unbundled elements ordered in combination) will be provided not later than 90 days following the effective date of the revised Interconnection Agreement.**

Note: This issue is still in dispute. AT&T's proposed language is bolded and underlined. SWBT opposes the inclusion of AT&T's language.

Special Master Recommendation:

The language added by AT&T should be adopted, consistent with the recommendation in Issue 1. AT&T's language adds dispatch requirements and due date functionality to elements ordered in combination. Without this additional language there would be no parity standard for elements ordered in combination. If the Commission decides the parity standards addressed in Issue 1 do not apply to elements used in combination, this additional language may not be necessary.

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?

SWBT LANGUAGE

Attachment 6 - UNE

2.22 Under the Telecommunications Act of 1996 as interpreted by the 8th Circuit, SWBT may choose to separate network elements which are currently combined in its network. SWBT is willing, however, to discuss with AT&T arrangements under which SWBT may agree not to separate such network elements. These discussions, however, would be outside the Telecommunications Act of 1996 and not subject to arbitration.

AT&T LANGUAGE

Attachment 6

2.22 The provisions of this agreement that require SWBT not to separate unbundled network elements that are already combined when ordered (e.g., Attachment 6, Section 2.8) will remain in effect, independent of the decisions of the United States Court of Appeals for the 8th Circuit in Iowa Utilities Board v. FCC.

Note: This issue still in dispute. AT&T's proposed language is bolded and underlined. SWBT's proposed language is bolded.

Special Master Recommendation:

The Commission should adopt AT&T's language. Section 2.8 of Attachment 6: UNE, states, "Except upon request, SWBT will not separate requested network elements that SWBT currently combines."

The parties have already agreed on the language. Many courts have stated, "...[T]he general rule is well established that nonperformance of a contract is excused where, before the time for

performance, a change in the governing domestic law makes performance of the contractual promise illegal and therefore impossible." 17A AmJur 2d § 695. The Eighth Circuit's recent rulings have not made SWBT's and AT&T's contract provisions illegal. The decisions simply vacated *FCC rules* which require that LECs combine elements. Under existing law at the time, SWBT contractually agreed not to separate requested ~~UNES~~ (UNEs) that it already combined. Standard contract law principles limit the circumstances by which a contract can be changed by intervening changes in the law. SWBT does not have the right to unilaterally disregard interconnection agreement provisions that clearly are not illegal in the wake of the Eighth Circuit rulings. SWBT should not be permitted to change its previous agreement where performance of that agreement is not illegal.

Issue 4. Ordering and Provisioning: No Service Disruption With 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?

SWBT LANGUAGE

Attachment 6

4.4.1 When AT&T requests an unbundled Loop that is currently serviced by SWBT's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to AT&T. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of AT&T's request notify AT&T of the lack of available facilities. AT&T may request alternative arrangements through the Special Request process. Under the Telecommunications Act of 1996 as interpreted by the 8th Circuit, SWBT cannot be prohibited from separating network elements that are currently combined nor can be SWBT be required to combine unbundled network elements for AT&T. SWBT is willing, however, to discuss with AT&T arrangements under which SWBT would not separate currently combined network elements and would do combining for AT&T. These discussions would be outside the Telecommunications Act of 1996 and not subject to Commission arbitration.

4.4.2 SWBT is also willing to negotiate terms which would permit AT&T access to combine unbundled network elements itself. To date, AT&T has requested access only at its collocation space, and those terms have been finalized. SWBT and AT&T may negotiate further terms of access which would be subject to Commission review under the Telecommunications Act of 1996. SWBT is also willing to participate in Commission mediation of the terms of access through which AT&T would combine unbundled network elements.

AT&T LANGUAGE

Attachment 6

4.4 When AT&T owns or manages its own switch and requests an unbundled Loop to be terminated on AT&T's switch and the requested loop is currently serviced by SWBT's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to AT&T. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of AT&T's request notify AT&T of the lack of available facilities. AT&T may request alternative arrangements through the Special Request process. This requirement for moving the loop off of the IDLC does not apply when AT&T orders a Loop/Switch port for use in combination from SWBT.

5.3.1.1 Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications including centrex-like applications. When AT&T orders a Loop/Switch for use in combination in which the loop is served by IDLC, AT&T will pay the applicable loop charge and an Analog Line Port charge.

5.3.1.4 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities including centrex-like applications.

When AT&T orders a Loop/Switch for use in combination in which the loop is served by IDLC, AT&T will pay the applicable loop charge and a BRI Port charge.

Note: This issue is still in dispute. SWBT's proposed language is bolded. Further, SWBT opposes AT&T's additional language in 4.4 and 5.3.1.1 and 5.3.1.4. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

The language proposed by AT&T should be adopted. SWBT's language is inconsistent with Section 2.8 of Attachment 6: UNE, which states, "Except upon request, SWBT will not separate requested network elements that SWBT currently combines." AT&T's language is consistent with the approved interconnection agreement and should be accepted. The intervening law issues discussed above in Issue 3 also apply here.

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?

Attachment 6

- 11.3 Cross connects associated with unbundled local loops are available with or without testing equipment. If AT&T uses its own testing and monitoring services, SWBT will treat AT&T test reports as its own for purposes of procedures and time intervals for clearing trouble reports. **When AT&T utilizes a SWBT unbundled local loop and SWBT unbundled switch port in combination, SWBT will provide automated loop testing through the Local Switch rather than install a loop test point.**

Note: This issue is still in dispute. AT&T's proposed language is bolded and underlined. SWBT opposes AT&T's language.

Special Master Recommendation:

AT&T's language should be adopted. The Commission's July 31, 1997 Final Arbitration Order set forth UNE prices that include the Mechanized Loop Testing (MLT) functionality sought by AT&T. MLT is clearly a more efficient testing method the manual testing proposed by SWBT. When AT&T

purchases unbundled local switching at the rates ordered by the Commission, it is purchasing the full functionality of the switching element, which includes MLT. Additionally, SWBT's position is contrary to the FCC Interconnection Order. Specifically, FCC Rules 51.311(b) and 51.313(b), require ILECs to provide UNEs, and access to UNEs that are "at least equal in quality to that which the incumbent LEC provides to itself," on terms and conditions that are "no less favorable to the requesting carrier than the terms and conditions under which the incumbent LEC provides such elements to itself." SWBT's position denies AT&T the full functionality of this element and an equivalent level of performance.

Issue 10. Maintenance: Automated Testing Through EBI?

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

SWBT LANGUAGE

Attachment 6

5.2.6 SWBT will perform testing through the local switching element for AT&T customers in the same manner and frequency that it performs such testing for its own customers.

AT&T LANGUAGE

Attachment 6: UNE

5.2.6 SWBT will perform testing through the local switching element for AT&T customers in the same manner and frequency that it performs such testing for its own customers **for an equivalent service.**

Attachment 8: Maintenance

3.3 SWBT and AT&T agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide AT&T the following capabilities, including, but not limited to:

- a) performing feature and line option verification and request corrections;
- b) performing network surveillance (e.g., performance monitoring);
- c) initiating and receiving test results;**
- d) receiving immediate notification of missed appointments;

e) identifying existing cable failures (by cable and pair numbering).

Note: This issue is still in dispute. AT&T's proposed language is bolded and underlined. SWBT opposes the inclusion of AT&T's language.

Special Master Recommendation:

AT&T's language should be adopted. The underlying issue in dispute is whether there is a retail service comparable to UNEs where they are being used in combination. Specifically, this issue addresses testing standards for UNEs being used in combination. Without parity standards applied to UNEs used in combination, AT&T cannot be guaranteed nondiscriminatory access with comparable performance and quality. For the same reasons discussed in Issue 1, AT&T's language should be adopted.

Issue 14b. Input/Output Port

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

Attachment 6

5.3.1.5.1 Input/Output (I/O) Port: A port arranged to provide signaling between a voice mail platform and the central office switch (i.e., SMDI Port or technically equivalent port which is equivalent to the switch port currently used to provide SWBT's tariffed NSII or SII service). **This port would be made available in AT&T's collocation space.**

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T opposes the inclusion of SWBT's language and prefers no language.

Special Master Recommendation:

AT&T's proposal should be adopted. SWBT's proposed language limits the combination of elements purchased by AT&T to AT&T's collocated space. SWBT's language should be rejected for two reasons. First, this is inconsistent with Section 2.1 of Attachment 6: UNE, which states,

SWBT will permit AT&T to designate any point at which it wishes to connect AT&T's facilities or facilities provided by a third party on behalf of AT&T with SWBT's network of access to unbundled Network Elements for the provision by AT&T of a

Telecommunications Service. If the point designated by AT&T is technically feasible, SWBT will make the requested connection.

SWBT's proposed language is clearly in conflict with this approved section. The intervening law issues discussed in Issue 3 apply to this issue as well. SWBT's proposed language is clearly in conflict with this approved section.

Second, requiring interconnection in the collocation facility forces AT&T to possess its own facilities. In the FCC First Report and Order, an LSP is not required to own or control any portion of a telecommunications network before being able to purchase UNEs (*Iowa Utilities Bd. v. FCC*, 120 F3d 753 (8th Cir., Jul. 18, 1997)). Section 2.4 of Attachment 6 affirms the FCC's holding, stating,

AT&T is not required to own or control any of its own local exchange facilities before it can purchase or use unbundled Network Elements to provide a Telecommunications Service under this Agreement.

Requiring AT&T to combine elements through collocation is prohibited. SWBT's language should be rejected.

Issue 14c. Switch Capability

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

SWBT LANGUAGE

Attachment 7

3.8.4 A list of all services and features activated and working for each switch that SWBT may use to provide a Local Switching Element, by switch CLLI and NPA NXX. SWBT will also identify the switch manufacturer and currently loaded generic program level. Within ten (10) business days after the Effective Date of the Agreement, SWBT will provide AT&T an initial electronic copy of this Information. SWBT will provide a complete update of the information to AT&T electronically on a quarterly basis, or as AT&T may otherwise request. If AT&T requests more than one update

in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.

AT&T LANGUAGE

Attachment 7

3.8.4 A list of all services and features, functions and capabilities of each switch by switch CLLI and NPA NXX, including, but not limited to, type of switching equipment, installed version of software generic, secured features, and identification of any software or hardware constraints or enhancements. Within ten (10) business days after the Effective Date of this agreement, SWBT will provide AT&T an initial electronic copy of this information. SWBT will provide complete refreshes of this data to AT&T electronically as changes are made to the SWBT data base or as AT&T may otherwise request. SWBT will send the initial batch feed electronically via the Network Data Mover Network using the CONNECT: Direct protocol.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

The Commission should adopt SWBT's language. AT&T's proposed language may require SWBT to provide its competitors with proprietary business information. SWBT's proposed language would provide AT&T with adequate information to operate effectively.

Issue 14d. Expedited Special Request Process

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

Attachment 6

2.21.11 Whenever AT&T submits the Special Request for any of the following elements: Local Loop, Local Switching; Tandem Switching; Operator Services and Directory Assistance;

Interoffice Transport, including Common Transport and Dedicated Transport; Signaling and Call Related Databases; Operations Support Systems; and Cross Connects – and the particular unbundled Network Elements requested is operational at the time of the request, but is not priced under this Agreement, SWBT will provide a price quote to AT&T for that element within **twenty sixty** days following receipt of AT&T's request. **If AT&T does not agree to the price, AT&T may submit the matter within ten days for determination by the Commission in accordance with Section 2.21.5.1 of this Attachment.**

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

AT&T's language should be adopted. The only issue in dispute is whether an expedited price quote for a UNE that is operational at the time of the request should be provided in twenty (20) days or sixty (60) days. Because the UNE is already operational, twenty days is sufficient time for a price quote. In the other four states where SWBT is the incumbent local provider, SWBT is required to provide the price within ten days.

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?

SWBT LANGUAGE

Attachment 6

2.23 Under the Telecommunications Act of 1996 as interpreted by the 8th Circuit, SWBT cannot be required to combine unbundled network elements for AT&T. SWBT is willing, however, to discuss with AT&T arrangements under which SWBT would do combining for AT&T. These discussions would be outside the Telecommunications Act of 1996 and not subject to Commission arbitration.

- 2.24 SWBT is also willing to negotiate terms which would permit AT&T access to combine unbundled network elements itself. To date, AT&T has requested access only at its collocation space, and those terms have been finalized. SWBT and AT&T may negotiate further terms of access which would be subject to Commission review under the Telecommunications Act of 1996. SWBT is also willing to participate in Commission mediation of the terms of access through which AT&T would combine unbundled network elements.

AT&T LANGUAGE

Attachment 6:

- 2.23 The provisions of this agreement that require SWBT to combine unbundled network elements for AT&T (e.g., Attachment 6, Section 11.2, Attachment 7, Section 1.5.1) will remain in effect, independent of the decisions of the United States Court of Appeals for the 8th Circuit in *Iowa Utilities Board v. FCC*.
- 2.24 AT&T and SWBT will engage in good faith negotiations to establish terms and conditions under which SWBT will provide AT&T with nondiscriminatory access to its network facilities to enable AT&T to combine unbundled network elements purchased from SWBT. The terms and conditions to be discussed in these negotiations will include, without limitation, the following: nondiscriminatory direct access to SWBT network facilities for effecting physical connections between elements; nondiscriminatory access to OSS Systems to effect electronic combining of elements, including any required systems development; terms for coordinating AT&T and SWBT activities related to combining elements to minimize service interruptions to end user customers; capability to enable AT&T and other LSPs to provision combinations to effect customer conversions and new service turn-ups in commercial quantities; and performance measures relevant to the terms and conditions of combining. The parties will report progress on these negotiations to the MPSC on May 1, 1998 and October 1, 1998. Following the October 1, 1998 progress filing, either party may request the MPSC to resolve any disputes regarding the terms and

conditions of network access to be provided to AT&T for combining elements and to resolve any dispute whether the terms of this agreement that require SWBT to connect elements for AT&T (e.g. Attachment 6, Section 11.2) or that prohibits SWBT from separating elements that are currently combined (e.g. Attachment 6, Section 2.8) should be modified.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

The Commission should adopt AT&T's language. The approved SWBT/AT&T interconnection agreement states in Attachment 6, Section 2.1:

SWBT will permit AT&T to designate any point at which it wishes to connect AT&T's facilities or facilities provided by a third party on behalf of AT&T with SWBT's network of access to unbundled Network Elements for the provisions by AT&T of a Telecommunications Service. If the point designated by AT&T is technically feasible, SWBT will make the requested connection.

This section clearly states SWBT will connect the elements as AT&T requests. The intervening law issues discussed in Issue 3 apply to this issue, so they will not be restated here. In refusing to combine UNEs, SWBT states it will provide AT&T with access to SWBT's network through physical or virtual collocation arrangements. Access in this manner requires AT&T to have its own facilities. Under the FCC First Report and Order (*In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, et. al., ¶ 356 (Aug. 1, 1996)*), an LSP is not required to own or control any portion of a telecommunications network before being able to purchase UNEs (*See also Iowa Utilities Bd. v. FCC, 120 F3d 753 (8th Cir., Jul. 18, 1997)*). Additionally, Section 2.4 of Attachment 6, affirming the FCC's holding, states,

AT&T is not required to own or control any of its own local exchange facilities before it can purchase or use unbundled Network Elements to provide a Telecommunications Service under this Agreement.

Requiring AT&T to combine elements through collocation is prohibited. SWBT's language should be rejected.

V. PRICING
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 an NXX which has an expanded area calling scope and, if not, what is the appropriate charge, if any?

SWBT LANGUAGE

Appendix Pricing UNE

- 2.5 When AT&T utilizes an NXX equipped for two-way toll free EAS, SWBT will, at AT&T's option, for a port-additive charge of \$12.40 provide toll free calling for SWBT's customers in the Tier I and Tier II and center zone of the MCA to AT&T's customers. When AT&T requests a telephone number with an NXX which has an expanded area calling scope (EAS) in a SWBT end office, AT&T may pay the charge contained on Appendix Pricing UNE - Schedule of Prices labeled "EAS Port Additive." If AT&T chooses not to pay the charge currently, then SWBT will no longer offer the option to AT&T.

AT&T LANGUAGE

(AT&T proposes no competing language on this subject and requests the Commission to reject SWBT's proposal.)

Note: This issue is still in dispute. SWBT's proposed language is bolded.

Special Master Recommendation:

~~AT&T:~~ The Commission should adopt AT&T's proposal. SWBT's proposed language would allow AT&T to have the option of purchasing this port additive. During the mediation sessions, AT&T indicated they did not want to purchase this port additive. Since, AT&T does not wish to purchase this functionality, there is no need to have this contained in the interconnection agreement.

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?

SWBT LANGUAGE

Attachment UNE

8.2.1.6.1 If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

In the provision of dedicated transport, SWBT may elect to use multiplexing, at no additional charge to provide the transport, but shall deliver the transported traffic to AT&T at the same bandwidth as received from AT&T. If AT&T requests the traffic be delivered at a different bandwidth than what was originally handed off, SWBT will provide that for an additional charge as reflected in Appendix Pricing UNE.

For multiplexing voice grade to DS1, the monthly rate should be \$180.00. The nonrecurring charge for initial is \$260.00 and \$161.00 for each additional. For DS1 to DS3 multiplexing, the monthly charge should be \$815.00 with a nonrecurring rate of \$1372.00 for initial and \$813.00 for additional.

AT&T LANGUAGE

Attachment 6

8.X There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

SWBT: The Commission should adopt SWBT's language. Both parties believe the Arbitration Advisory Staff (AAS) should review the applicable cost studies to determine the appropriate cost, if any. The primary difference between the parties' positions is the interim rate. AT&T believes there are no additional rate elements, while SWBT believes the rates should be those listed above. The AAS has examined the relevant cost studies and believes a rate is appropriate. Therefore, SWBT's language should be adopted as it includes rates. Further, AAS recommends these rates be adopted on an interim basis until AAS has completed a review of the cost studies and recommended appropriate rates. In the event the permanent rates are different than the interim rates, SWBT's proposed language includes a true-up process.

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?

SWBT LANGUAGE

Attachment UNE

8.2.3.3 If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

There is no additional charge for DCS functionality to the extent SWBT elects to use DCS (under SWBT's control) in the provision of dedicated transport. To the extent SWBT provides DCS functionality to AT&T, under AT&T's control, the charges contained in Appendix Pricing UNE labeled "Digital Cross Connect Systems" will apply. SWBT proposes the following rate structure:

DCS Port Charge - A DCS rate per month applies per port requested. The three types of port configurations are as follows:

- DS0 channel port termination** - Monthly charge of \$13.70
Nonrecurring Charge of \$24.30
- DS1 channel port termination** - Monthly charge of \$45.14
Nonrecurring Charge of \$43.00
- DS3 channel port termination** - Monthly charge of \$490.05
Nonrecurring charge of \$32.00

DCS Establishment Charge - This charge applies for the initial setup of the AT&T database. The database setup is a grid, built by SWBT, that contains all of the unbundled dedicated transport circuits that AT&T will be able to control and reconfigure. Security, as well as circuit inventory, is built into the grid, permitting AT&T to control its own circuits. Also included is initial training on the system. The charge should be \$1722.00.

Database Modification Charge - This charge applies each time AT&T requests a modification of its database. A modification can be an addition or deletion of circuits terminating on a DCS, or a rearrangement of the database. The charge should be \$80.00.

Reconfiguration Charge - This charge applies per termination point per DCS each time the routing of an AT&T circuit is changed. As an example, if AT&T has a circuit routing from their premise "A" through two DCS offices to their premise "B" and want to reconfigure this circuit so that it is routed from "A" through two different DCS offices to premise "C", four reconfiguration charges would apply. Two charges would apply for disconnecting from the original DCS offices and two charges would apply for connecting at the new DCS offices. The charge should be \$1.25.

AT&T LANGUAGE

Attachment 6

8.X There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used

in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is underlined and bolded.

Special Master Recommendation:

SWBT: The Commission should adopt SWBT's language. Both parties believe the AAS should review the applicable cost studies to determine the appropriate cost, if any. The primary difference between the parties' positions is the interim rate. AT&T believes there are no additional rate elements, while SWBT believes the rates should be those listed above. The AAS has examined the relevant cost studies and believes a rate is appropriate. Therefore, SWBT's language should be adopted as it includes rates. Further, AAS recommends these rates be adopted on an interim basis until AAS has completed a review of the cost studies and recommended appropriate rates. In the event the permanent rates are different than the interim rates, SWBT's proposed language includes a true-up mechanism.

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?

SWBT LANGUAGE

Attachment UNE

9.4.1.1 If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable

period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Definition: The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is SWBT's regional STP. LIDB also interfaces with a service management system as defined below. When AT&T uses LIDB validation, it will pay the charges labeled "Validation Query" on a per query basis shown on Appendix Pricing UNE - Schedule of Prices. In addition, AT&T will pay the charges labeled "Query Transport" on a per query basis and "Service Order Charge" shown on Appendix Pricing UNE - Schedule of Prices.

	Per Query	Per Query Transport
Validation Query	\$.006991	\$.000158
CNAM Service Query	\$.000637	\$.000158
Service Order Charge	\$299.00 per request	

The parties agree that SWBT may disaggregate Validation Query and CNAM Service Query rates into a query and transport charge but only to the extent that the total charge for the two elements does not exceed the current price for a Validation Query or CNAM Service Query, respectively.

AT&T LANGUAGE

Attachment 6

- 9.X **Definition:** The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is SWBT's regional STP. LIDB also interfaces with a service management system as defined below. Queries for LIDB based services will be priced as shown on Appendix Pricing UNE – Schedule of Prices labeled “Validation Query.” AT&T also will pay the non-recurring LIDB charge shown on the Appendix Pricing UNE – Schedule of Prices, on a per-AT&T switch basis, to establish LIDB and CNAM query capability from an AT&T switch. There shall be no additional rate for Query Transport or Service Order Charge or for use of LVAS until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.
- 9.X CNAM Service Query will be priced as shown on Appendix Pricing – UNE – Schedule of Prices labeled “CNAM Service Query”. There shall be no additional

rate for CNAM Query Transport or CNAM Service Order Charge until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

The parties agree that SWBT may disaggregate Validation Query and CNAM Service Query rates into a query and transport charge but only to the extent that the total charge for the two elements does not exceed the current price for a Validation Query or CNAM Service Query, respectively.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

AT&T: The Commission should adopt AT&T's language. Both parties believe the AAS should review the applicable cost studies to determine the appropriate cost, if any. The primary difference between the parties' positions is the interim rate. AT&T believes there are no additional rate elements, while SWBT believes the rates should be those listed above. During the cost study review ordered pursuant to Case Nos. TO-97-40/TO-97-67, SWBT failed to provide these cost studies along with the other signaling cost studies reviewed by AAS. SWBT presented the cost studies as a part of this arbitration. The AAS has not adequately reviewed them to determine if a rate is appropriate. Therefore, AT&T's language should be adopted as it does not include rates for these elements. The interim rates should be \$0 until AAS has completed a review of the cost studies and recommended appropriate rates. In the event the permanent rates are different than the interim rates, AT&T's language includes a true-up mechanism.

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?

SWBT LANGUAGE

Appendix Pricing - UNE

Schedule Prices

If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

	Initial	Add'l
<u>Blocking/Screening</u>	ICB	ICB
<u>Local Switching</u>		
<u>Port Charge Per Month</u>		
I/O Port	ICB	ICB
<u>Subloop Cross Connect</u>		
2 wire	\$ 61.55	\$ 51.95
4 wire	\$ 74.00	\$ 62.55
<u>Dedicated Transport</u>		
<u>Entrance Facility*</u>		
DS1	\$628.00	\$456.00
DS3	\$637.00	\$496.00
OC3	ICB	ICB
OC12	ICB	ICB

Interoffice Transport

OC3 Dedicated Transport I/O First Mile	ICB	ICB
OC3 Dedicated Transport I/O Additional Mile	ICB	I C B
OC12 Dedicated Transport I/O First Mile	ICB	ICB
OC12 Dedicated Transport I/O Additional Mile	ICB	ICB
OC48 Dedicated Transport I/O First Mile	ICB	ICB
OC48 Dedicated Transport I/O Additional Mile	ICB	ICB

Dedicated Transport Cross Connect

DS1	\$99.00	\$95.00
OC3	ICB	ICB
OC12	ICB	ICB
OC48	ICB	ICB

Digital Cross-Connect System

DCS Port Charge

DS0	\$20.00	N/A
DS1	\$43.00	N/A
DS3	\$32.00	N/A
DCS Establishment Charge	\$1,722.00	N/A
Database Modification Charge	\$80.00	N/A
Reconfiguration Charge	\$1.25	N/A

Multiplexing

Voice Grade to DS1	\$260.00	\$161.00
DS1 to DS3	\$1,372.00	\$813.00

SS7 Links - Cross Connect

STP to Collocation Cage - DSO	\$299.00	\$202.45
STP to Collocation Cage - DS1	\$257.00	\$174.45

Access to Directory Assistance

Database Attachment 6, 9, 8, 1

Database Service	ICB
Direct Access, per search	ICB
Service Establishment	ICB

Call Branding (DA/OS)

Rate per initial load	\$2,325.00
Rate per subsequent changes to brand	\$2,325.00

Service Rate Information (DA/OS)

Rate per initial load	\$3,650.00 per TOPS switch
Rate per subsequent rate change	\$2,650.00 per TOPS switch
Rate per subsequent reference change	\$2,650.00 per TOPS switch

Dark Fiber

Cross Connect	\$100.00	\$70.00
AIN	ICB	ICB
DID #s - Initial 100 #s	\$178.40	N/A
Initial 10 #s	\$175.05	N/A
Subsequent Add or Remove 100 #s	\$ 12.45	N/A
Subsequent Add or Remove 10 #s	\$ 9.15	N/A
Unbundled Centrex Systems Options		
System Initial Establishment per Serving Office - Analog Only	\$ 803.35	
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	\$ 803.35	
System Initial Establishment per Serving Office - ISDN BRI Only		\$ 387.55
System Subsequent Change per Serving Office - Analog Only system	\$ 244.60	
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system		\$ 284.96
System Subsequent Change per Serving Office - ISDN BRI only system	\$ 284.95	
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only system		\$ 589.60
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system		\$ 293.55
Dark fiber record search rate.		
Subloop Feeder	\$755.45	\$102.50
Interoffice	\$227.40	\$ 44.60

AT&T LANGUAGE

Attachment 6: Appendix Pricing UNE

3.X AT&T will not pay non-recurring charges when AT&T orders Elements that are currently interconnected and functional ("Contiguous Network Interconnection of Network Elements," as referenced in sections 6.X and 6.X of Attachment 7). Such orders may also be referred to as Simple Conversion Orders. These orders include all situations in which AT&T converts a SWBT customer using all network elements required to provision service to the customer and applies whether AT&T uses SWBT's Operator Services and Directory Assistance or supplies Operator Services and Directory Assistance to the customer from an AT&T operator service/Directory Assistance platform to which customized routing has been established from the customer's local switch. To the extent the Commission determines that simple conversions are not permissible, there shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Note: This issue is still in dispute. SWBT's proposed language is written above. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

AT&T: The Commission should adopt AT&T's language. In Attachment C of the Final Arbitration Order in Case No. TO-97-40/TO-97-67 issued July 31, 1997, the AAS recommended "that there be no additional NRC for a CLEC Simple Conversion. The Staff Proposed Service Order Charge of \$5.00 would still apply." The Commission ordered permanent rates based upon this

recommendation. Therefore, the AAS believes AT&T's language appropriately incorporates the Commission ~~order~~ Order.

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?

SWBT LANGUAGE

Appendix Pricing - UNE - Schedule of Prices

The mechanized service order process will be rated at \$5.00 for all service order types. The following charges are for nonmechanized service order types in those situations where SWBT does not have a mechanized process in place for its own customers. For example, a large centrex-like customer over 30 lines, SWBT does not currently have a mechanized service order process that it uses internally for its own customers. If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

SWBT offers the following order types. When AT&T issues service orders, AT&T will pay the applicable service order charges contained in Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element."

New Service: This will apply when an end user customer initiates service with AT&T and AT&T elects to serve the customer using unbundled Network Elements.

Change: This will apply when an AT&T customer's existing service is being physically or logically altered in some way.

Record: This will apply when there is no physical or logical work required and all that is necessary is the update of SWBT's internal records.

Disconnect: This will apply when an existing service is being completely disconnected.

Suspend: This will apply when a functionality is to be suspended until further notice.

Restore: This will apply when a previously suspended functionality is to be restored.

Expedited: This will apply when the requested due date is less than the standard interval.

Customer Change Charge: This will apply when an end user customer of Resale services changes from one LSP (including SWBT) to another LSP (including SWBT).

Customer Not Ready Charge: Charges equal to the actual service order charge will apply when SWBT is prepared to turn service over to AT&T on the due date and AT&T or the end user customer is not ready to accept the service.

Cancellation/Modification/Due Date Change Charge: This will apply when the due date is changed or the service order is canceled or modified within 2 days prior to the due date.

Service Order Charges - Unbundled Element

	Simple	Complex
New Service	\$60.00	\$245.00
Change	\$58.00	\$136.00
Record	\$36.00	\$114.00
Disconnect	\$30.00	\$65.00
Suspend/Restore	\$36.00	\$114.00
Expedited	\$58.00	\$136.00
Customer Not Ready	ICB	ICB
Due Date Cancellation or Change	ICB	ICB

Upon AT&T's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any unbundled Switched Port for any AT&T local service customer. In such instances, all unbundled network elements provided by SWBT will remain intact. SWBT will implement any restoration priority for unbundled local switching in a manner that conforms with AT&T requested priorities and any applicable regulatory policy or procedures. The charge for a Suspend/Restore order is reflected in Attachment 6, Appendix Pricing UNE - Schedule of Prices labeled "Service Order Charges - Unbundled Element."

When AT&T places a local service request (LSR), AT&T will specify a requested Due Date (DD), and SWBT will specify a DD based on the applicable intervals. In the event AT&T's requested date is less than the standard interval, AT&T will contact SWBT and the parties will negotiate an expedited DD. This situation will be considered an expedited order and applicable charges will apply as reflected in Attachment 6, Appendix Pricing UNE Schedule of Prices labeled "Service Order Charges - Unbundled Element Expedited." SWBT will not complete the order prior to the DD or later than the DD unless authorized by AT&T.

AT&T LANGUAGE**Appendix Pricing-UNE**

- 3.X. SWBT offers the following order types. A \$5.00 service order charge, and no other service order charges, applies to Simple Conversion and New Service orders. No charge applies to any of the order types.

Simple Conversion: *this will apply when AT&T orders all network elements required to provision service to a customer who is being converted to AT&T UNE-based service and includes orders for elements that are currently interconnected and functional, as described in section 6.X and 6.X of Attachment 7.*

New Service: *This will apply when an end user customer initiates service with AT&T and AT&T elects to serve the customer using unbundled Network Elements. This order type does not apply when an existing SWBT or other LSP customer or resale customer converts to an AT&T UNE customer.*

Change: *This will apply when an AT&T customer's existing service is being physically or logically altered in some way (e.g., addition of features, loops, ports).*

Record: *This will apply when there is no physical or logical work required and all that is necessary is the update of SWBT's internal records.*

Disconnect: *This will apply when an existing service is being completely disconnected.*

Suspend: *This will apply when a functionality is to be suspended until further notice.*

Restore: *This will apply when a previously suspended functionality is to be restored.*

Expedited: *This will apply when the requested due date is less than the standard interval.*

8.X (AT&T requests that SWBT's proposal be stricken in its entirety.)

Note: *This issue is still in dispute.*

Special Master Recommendation:

SWBT. The Commission should adopt SWBT's language at this time. SWBT is proposing additional non-mechanized service order charges for services where they do not currently have a mechanized process. SWBT's proposed language allows for the AAS to review these cost studies and recommend an appropriate rate. AT&T's proposed language does not allow for a review of the cost studies. At this time, the AAS is not in a position to make a recommendation on the appropriate costs, if any. Therefore, SWBT's language should be adopted on an interim basis until AAS has completed a review of the cost studies and recommended appropriate rates. In the event the permanent rates are different than the interim rates, SWBT's proposed language includes a true-up mechanism.

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?

SWBT LANGUAGE**Appendix Pricing - UNE - Schedule of Prices**

Consistent with the Missouri Public Service Commission's Order dated October 2, 1997, at page 7, SWBT's rates are as follows:

Appendix DA-Resale

Pricing for rate quotations are as follows:

Rate per initial load: \$3,650.00 per TOPS Switch

Rate per subsequent rate change: \$2,650.00 per TOPS Switch

Rate per subsequent reference change: \$2,650.00 per TOPS Switch

Appendix OS-Resale

Pricing for rate quote:

Rate per initial load: \$3,650.00 Per TOPS Switch

Rate per subsequent rate change: \$2,650.00 Per TOPS Switch

Rate per subsequent reference change: \$2,650.00 Per TOPS Switch

Appendix DA-Fac.

Rate per initial load: \$3,650.00

Rate per subsequent rate change: \$2,650.00

Rate per subsequent reference change: \$2,650.00

Appendix OS-Fac.

Rate per initial load: \$3,650.00

Rate per subsequent rate change: \$2,650.00

Rate per subsequent reference change: \$2,650.00

AT&T LANGUAGE

Attachment 6

- 7.X When an AT&T caller requests a quotation of rates, AT&T will pay the applicable rates and charges provided for in the lowest existing SWBT intercompany agreement for Operator Services and Directory Assistance. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission Order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties. No

incremental rate quotation charge should be paid in addition to the per-call or per-minute rate that AT&T pays for Operator Services and Directory Assistance calls.

Add to Attachment 2, Appendix OS-Resale and Appendix DA-Resale:

When an AT&T caller requests a quotation of rates, AT&T will pay the wholesale discounted charge applicable to Operator Services and Directory Assistance calls to compensate SWBT for the Operator Transfer Service. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

~~AT&T:~~ The Commission should adopt AT&T's language. AT&T's proposed language allows for the AAS to review these cost studies and recommend appropriate rates. AT&T's language also allows for a true-up. SWBT's proposed language does not allow for a review of the cost studies. At this time, the AAS is not in a position to make a recommendation on the appropriate costs, if any. Therefore, AT&T's language should be adopted. Further, AAS recommends no interim rates be adopted until AAS has completed a review of the cost studies and recommended appropriate rates. In the event the permanent rates are different than the interim rates, AT&T's proposed language includes a true-up mechanism.

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?

SWBT LANGUAGE

If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Cross connects must also be ordered with Unbundled Dedicated Transport (UDT).

SWBT will charge AT&T the applicable rates as shown on Appendix Pricing UNE - Schedule of Prices labeled "Dedicated Transport Cross Connect". The following cross connects are available with UDT:

	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l
1. DS1	\$12.00	\$12.00	\$12.00	\$12.00	\$99.00	\$95.00
2. OC3	ICB	ICB	ICB	ICB	ICB	ICB
3. OC12	ICB	ICB	ICB	ICB	ICB	ICB
4. OC48	ICB	ICB	ICB	ICB	ICB	ICB

AT&T LANGUAGE

Attachment 6

11.X When AT&T orders DS3 Dedicated Transport, it will pay the rates and charges shown for Transport Cross Connect on Appendix Pricing UNE – Schedule of Prices. One cross connect charge will apply per DS3 facility ordered. There shall be no additional rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

~~SWBT:~~ The Commission should adopt SWBT's language. Both parties believe the AAS should review the applicable cost studies to determine the appropriate cost, if any. The primary difference between the parties' positions is the interim rate. AT&T believes there are no additional rate elements, while SWBT believes the rates should be those listed above. The AAS has examined the relevant cost studies and believes a rate is appropriate. Therefore, SWBT's language should be adopted as it includes rates. Further, AAS recommends these rates be adopted on an interim basis until AAS has completed a review of the cost studies and recommended appropriate rates. In the event the permanent rates are different than the interim rates, SWBT's proposed language includes a true-up mechanism.

Issue 3a.

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

SWBT LANGUAGE

Pricing for Single Sided Informational Page (White Pages-Resale and White Pages-Other)

Zone 1 \$3,191.73

Zone 2 \$ 168.09

Zone 3 \$ 75.59

(Appendix White Pages - Other)

Price per Book Copy Delivered in Bulk to LSP

Zone 1 \$4.46

Zone 2 \$1.29

Zone 3 \$1.26

Price per Book Copy Delivered to LSP End User

Zone 1 \$6.48

Zone 2 \$2.50

Zone 3 \$2.81

Price per Book Copy* Ordered After Initial Order

All Zones \$10.00

***Subject to availability**

(Appendix Directory Listings Information)

Price per Listing \$0.0585

AT&T LANGUAGE

Appendix White Pages-Resale

4.X Any one book covering a geographic area per page per year: \$3,191.73

4.X The price contained in Section is interim in nature and is subject to true-up from the effective date of this agreement to the State Commission's determination of permanent prices.

Appendix White Pages - Other

4.X The prices contained in Section 4.X above are interim in nature and are subject to true-up from the effective date of this agreement to the State Commission's determination of permanent prices.

Appendix Directory Listings Information

8.x The Parties will supply their customer listing information to each other at no charge.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's language is bolded and underlined.

Special Master Recommendation:

~~AT&T~~ The Commission should adopt AT&T's proposed language as it ~~AT&T's proposed language~~ allows for the AAS to review these cost studies and recommend appropriate rates. AT&T's language also allows for a true-up mechanism. SWBT's proposed language does not allow for a review of the cost studies. At this time, the AAS is not a position to make a recommendation on the appropriate costs, if any. Therefore, the AAS believes AT&T's language should be adopted. Further, AAS recommends AT&T's rates be adopted on an interim basis until AAS has completed a review of the cost studies and recommended appropriate rates. In the event the permanent rates are different than the interim rates, there will be a true-up.

Issue 4. NXX Migration

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

SWBT LANGUAGE

If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Attachment 21: Numbering

NXX Migration (LERG Reassignment)

Where a Party has activated more than half of an NXX and the remaining numbers in that NXX are either unassigned or reserved for future use, at the request of that Party it may elect to employ NXX Migration. NXX Migration will be provided by utilizing reassignment of the NXX to the requesting Party through the Local Exchange Routing Guide (LERG).

Pricing

The Party to whom the NXX is migrated will pay an NXX migration charge to the other Party as follows:

NXX Migration:

\$12,940.00 per NXX.

AT&T LANGUAGE

Attachment 14: INP

8.X NXX Migration (LERG Reassignment)

8.X Where a Party has activated more than half of an NXX and the remaining numbers in that NXX are either unassigned or reserved for future use, at the request of that Party it may elect to employ NXX Migration. NXX Migration will be provided by utilizing reassignment of the NXX to the requesting Party through the Local Exchange Routing Guide (LERG). There shall be no rate for this functionality until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rate for this functionality. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

~~SWBT:~~The Commission should adopt SWBT's language. Both parties believe the AAS should review the applicable cost studies to determine the appropriate cost, if any. The primary difference between the parties' positions is the interim rate. AT&T believes there are no additional rates associated with NXX migration, while SWBT believes the rates should be those listed above. AAS believes a rate may be appropriate. Therefore, SWBT's language should be adopted as it includes rates. Further, AAS recommends these rates be adopted on an interim basis until AAS has completed a review of the cost studies and recommended appropriate rates. In the event the

permanent rates are different than the interim rates, SWBT's proposed language includes a true-up mechanism.

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.

SWBT LANGUAGE

Attachment 6

Appendix Pricing - UNE - Schedule of Prices

If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission Order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

<u>Dedicated Transport Entrance Facility*</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>	<u>Initial</u>	<u>Add'l</u>
DS1	162.30	162.30	162.30	162.30	628.00	456.00
DS3	1884.49	1884.49	1884.49	1884.49	637.00	496.00
OC3	ICB	ICB	ICB	ICB	ICB	ICB
OC12	ICB	ICB	ICB	ICB	ICB	ICB

*The rate for entrance facility should only apply when this element is actually utilized.

SS7 Links - Cross Connect

STP to Collocation Cage - DSO	\$74.20	\$74.20	\$74.20	\$74.20	\$299.80	\$202.45
STP to Collocation Cage - DS1	\$53.65	\$53.65	\$53.65	\$53.65	\$257.00	\$174.45

Call Branding (DA/OS)

Rate per branded call: \$.0562

Rate per initial load: \$2499.76

Rate per subsequent charge to brand: \$2499.76

AT&T LANGUAGE

Attachment 6

Appendix Pricing - UNE - Schedule of Prices

Prices to be included in the Attachment 6: Schedule of Prices. The parties shall cooperate with arbitration advisory staff in developing rates for 4-wire PRI loop to multiplexer cross-connect, dedicated transport entrance facility when this element is actually utilized, SS7 links-cross connects, call branding for Directory Assistance and operator service.. In the event that an interim rate is established, the parties agree to true-up at such time as permanent rate is established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

SWBT: The Commission should adopt SWBT's language. Both parties believe the AAS should review the applicable cost studies to determine the appropriate cost, if any. The primary difference between the parties' positions is the interim rate. AT&T believes there are no additional rate elements, while SWBT believes the rates should be those listed above. The AAS has examined the relevant cost studies and believes a rate may be appropriate. Therefore, SWBT's language should be adopted as it includes rates. Further, AAS recommends these rates be adopted on an interim basis

until AAS has completed a review of the cost studies and recommended appropriate rates. In the event the permanent rates are different than the interim rates, SWBT's proposed language includes a true-up mechanism.

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

SWBT LANGUAGE

If the Commission determines an interim rate is appropriate, the below rates are applicable for the rate elements listed until such time as the arbitration advisory staff has reviewed the cost, made their recommendation to the Commission, and the Commission has ordered final cost based rates. When the Commission orders final cost based rates, should those rates differ from those listed below, parties will remit the difference between the amount paid and the final rate within a reasonable period. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

c.						
<u>Subloop Cross Connect</u>	<u>Zone 1</u>	<u>Zone 2</u>	<u>Zone 3</u>	<u>Zone 4</u>	<u>Initial</u>	<u>Add'l</u>
2 wire	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 61.55	\$ 51.95
4 wire	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 74.00	\$ 62.55

- d.
- Nonrecurring Charge for Unbundled
Switch Port - Vertical Features

Analog Line Port Features
(per feature per port):

Call Waiting	\$ 2.65	N/A
Call Forwarding Variable	\$ 2.65	N/A
Call Forwarding Busy Line	\$ 2.65	N/A
Call Forwarding Don't Answer	\$ 2.65	N/A
Three-Way Calling	\$ 2.65	N/A
Speed Calling - 8	\$ 2.65	N/A
Speed Calling - 30	\$ 2.65	N/A
Auto Callback/Auto Redial	\$ 2.65	N/A
Distinctive Ring/Priority Call	\$ 2.65	N/A
Selective Call Rejection/Call Blocker	\$ 2.65	N/A
Auto Recall/Call Return	\$ 2.65	N/A
Selective Call Forwarding	\$ 2.65	N/A
Calling Number Delivery	\$ 2.65	N/A
Calling Name Delivery	\$ 2.65	N/A
Calling Number/Name Blocking	N/A	N/A
Anonymous Call Rejection	N/A	N/A

Analog Line Port Features
(per arrangement per port):

Personalized Ring	\$ 6.35	N/A
Hunting Arrangement	\$ 32.95	N/A

Analog Line Port Features
(per successful occurrence per port):

Call Trace (per feature per port)	\$ 2.65	N/A
Call Trace (per successful occurrence per port)	\$ 6.70	N/A

ISDN BRI Port Features
(per feature per B Channel)

CSV/CSD per B Channel (required/provided)	\$ 19.30	N/A
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Basic Electronic Key Terminal Service (EKTS)	\$19.25	N/A
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Basic EKTS provides:

- Bridged Call Exclusion
- Bridging
- Call Forwarding Don't Answer
- Call Forwarding Interface Busy
- Call Forwarding Variable
- Message Waiting Indicator
- Speed Call (Long)
- Speed Call (Short)
- Three-way Conference Call

Call Appearance Call Handling (CACH) EKTS	\$ 23.55	N/A
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CACH EKTS includes:

- Additional Call Offering (inherent)
- Bridged Call Exclusion
- Bridging
- Call Forwarding Don't Answer
- Call Forwarding Interface Busy
- Call Forwarding Variable
- Intercom
- Key System Coverage for Analog Lines
- Message Waiting Indicator
- Speed Call (Long)
- Speed Call (Short)
- Three-way Conference Calling

Basic Individual features:

Additional Call Offering	\$ 6.15	N/A
Call Forwarding Don't Answer	\$ 6.15	N/A
Call Forwarding Interface Busy	\$ 6.15	N/A
Call Forwarding Variable	\$ 6.15	N/A
Calling Number Delivery	\$ 6.15	N/A
Hunt Group for CSD	\$ 6.15	N/A
Hunt Group for CSV	\$ 6.15	N/A
Message Waiting Indicator	\$ 6.15	N/A
Secondary Only Telephone Number	\$ 6.15	N/A
Three Way Conference Calling	\$ 6.15	N/A

ISDN PRI Port Features

CSV/CSD per B Channel (required/provided)
Backup D Channel (per PRI)
Calling Number Delivery (per PRI)
Dynamic Channel Allocation (per PRI)
DID #s - see Analog DID Trunk Port Features

\$74.20	N/A
\$ 2.65	N/A
\$14.55	N/A

See Analog DID Trunk Port Features

Analog Trunk Port Features
(per feature per port)

DID #s - Initial 100 #s	\$178.40	N/A
Initial 10 #s	\$175.05	N/A
Subsequent Add or Remove 100 #s	\$ 12.45	N/A
Subsequent Add or Remove 10 #s	\$ 9.15	N/A

DS1 Digital Trunk Port Features
(per feature per port)

DID #s - see Analog DID Trunk Port Features

See Analog DID Trunk Port Features

DSI Digital Trunk Port Features
(per feature per port)

DID #s - see Analog Trunk Port Features

Analog Line Port (ALP) Features for Unbundled Centrex

Standard feature initialization per Analog Line Port \$ 5.40

Individual Features (per feature per port):

Automatic Callback Calling/Business Group Callback	\$ 6.15	\$ 6.15
Call Forwarding Variable/Business Group Call Forwarding Variable	\$ 6.15	
Call Forwarding Busy Line	\$ 6.15	
Call Forwarding Don't Answer	\$ 6.15	
Call Hold	\$ 6.15	
Call Pickup	\$ 6.15	
Call Transfer - All Calls	\$ 6.15	
Call Waiting - Intragroup/Business Group Call Waiting	\$ 6.15	
Call Waiting - Originating	\$ 6.15	
Call Waiting - Terminating	\$ 6.15	
Class of Service Restriction - Fully Restricted	\$ 6.15	
Class of Service Restriction - Semi Restricted	\$ 6.15	
Class of Service Restriction - Toll Restricted	\$ 6.15	
Consultation Hold	\$ 6.15	
Dial Call Waiting	\$ 6.15	
Directed Call Pickup - Non Barge In	\$ 6.15	
Directed Call Pickup - With Barge In	\$ 6.15	
Distinctive Ringing and Call Waiting Tone	\$ 6.15	
Hunting Arrangement - Basic	\$ 6.15	
Hunting Arrangement - Circular	\$ 6.15	
Speed Calling Personal (short list)	\$ 6.15	
Three Way Calling	\$ 6.15	
Voice/Data Protection	\$ 6.15	

ISDN BRI Port Features for Unbundled Centrex

Network Transport Option(s) - Required

Circuit Switched Voice (CSV) Circuit Switched Data (CSD) per B Channel \$ 19.65

Standard feature initialization per ISDN BRI Device \$ 5.40

Individual features (per feature per B Channel)	\$ 6.15
Additional Call Offering for CSV	\$ 6.15
Automatic Callback Calling	\$ 6.15
Call Forwarding Busy Line	\$ 6.15
Call Forwarding Don't Answer	\$ 6.15
Call Forwarding Variable	\$ 6.15
Call Hold	\$ 6.15
Call Pickup	\$ 6.15
Call Transfer - All Calls	\$ 6.15
Class of Service Restriction - Fully Restricted	\$ 6.15
Class of Service Restriction - Semi Restricted	\$ 6.15
Class of Service Restriction - Toll Restricted	\$ 6.15
Consultation Hold	\$ 6.15
Dial Call Waiting	\$ 6.15
Directed Call Pickup - Non Barge In	\$ 6.15
Directed Call Pickup - With Barge In	\$ 6.15
Distinctive Ringing	\$ 6.15

Hunting Arrangement - Basic	\$ 6.15
Hunting Arrangement - Circular	\$ 6.15
Speed Calling Personal (short list)	\$ 6.15
Three Way Calling	\$ 6.15

e.

Access to DA database should be allowed on an ICB cost basis.

f.

Dark fiber cross connect monthly charge of \$47.00 with an initial nonrecurring charge of \$100.00 and an additional nonrecurring charge of \$70.00.

g.

Dark fiber record search rate.

Subloop Feeder	\$755.45	\$102.50
Interoffice	\$227.40	\$ 44.60

AT&T PROPOSED LANGUAGE

There shall be no additional rates for these functionalities until such time as the Commission determines, upon consideration of recommendation of arbitration advisory staff, that there must be a separate cost based rates for these functionalities. The parties shall cooperate with arbitration advisory staff in developing such rates. In the event that interim rates are established, the parties agree to true-up at such time as permanent rates are established. In accepting this procedure, the parties preserve all rights to appeal any Commission order, including the right to contest the process used in establishing the rates, terms and conditions included in the Interconnection Agreement between the parties.

Note: This Issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

Consistent with SWBT's position on combining UNEs, the cross-connects in Issues 8a and 8b were withdrawn by SWBT. AT&T did not object. For issues 8c, 8e, 8f, and 8g, AAS recommends SWBTs' rates be adopted on an interim basis and the Special Master concurs. SWBT's language allows AAS to review SWBT's cost studies and recommend appropriate cost based rates. SWBT's language also allows for a true-up in the event the permanent rates are different than the interim rates. For issue 8d, AAS recommends SWBT's proposed rates be rejected and no rates additional

rates for the functionality of unbundled local switching be applied. ~~The Special Master concurs.~~ The Commission's Final Arbitration Order in Case No. TO-98-40/TO-98-67 on page 4 found:

Prices for the unbundled network elements include the full functionality of each element. No additional charges for any such element, the functionalities of the element, or the activation of the element or its functionalities shall be permitted.

SWBT's proposed rates are for activating the functionality of unbundled local switching. The proposed rates conflict with the Commission's Final Arbitration Order and should be rejected.

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

Issue 2. Flexibility in Establishing Trunk Groups

Should AT&T be allowed to combine all traffic, including local and toll, on a single trunk group over its interconnection facility with SWBT.

SWBT LANGUAGE

Attachment 11 - Appendix ITR

2.1.1.1 Where SWBT has the capability to record data and properly bill for the various types of traffic, SWBT will allow AT&T to use the same physical facilities to provide trunk groups that carry Local, intraLATA and interLATA traffic where AT&T is not attempting to avoid access charges (e.g., facility charges and/or MOU charges). Where such capabilities exist, SWBT and AT&T may establish a single two way trunk group provisioned to carry intraLATA (including local) and interLATA traffic. AT&T may have administrative control (e.g., determination of trunk size) of this combined two way trunk group.

At AT&T's request, SWBT will develop a billing solution which would allow SWBT to bill AT&T for this shared use arrangement. At the time of AT&T's request, SWBT and AT&T shall agree upon the technical description of the process to be designed, the necessary operational parameters, the necessary billing system parameters, an estimated time for the design of the process, and the estimated costs of designing the process. SWBT will begin development and implementation upon AT&T's agreement to pay the costs of required development and implementation.

AT&T LANGUAGE

Attachment 11

1.X SWBT will allow AT&T to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local, intraLATA and interLATA traffic. By December 31, 1997, SWBT and

AT&T may establish a single two way trunk group to provisioned to carry intraLATA (including local) and interLATA traffic. AT&T may have administrative control (e.g., determination of trunk size) of this combined two way trunk group. Prior to December 31,1997 as referenced above, when traffic is not segregated according to a traffic type (or prior to the Parties' ability to segregate traffic according to traffic type) the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic. This arrangement will not be used by AT&T to avoid access charges for interLATA traffic that is neither originated by, or terminated to, an AT&T local service customer.

2.X InterLATA Toll, Local Traffic and IntraLATA Interexchange (Toll) Traffic:

2.X AT&T Originating (AT&T to SWBT): Subject to Section 1.X above, interLATA toll traffic and intraLATA toll traffic may be combined with local traffic on the same trunk group when AT&T routes traffic to either a SWBT access tandem which serves as a combined local and toll tandem or directly to a SWBT end office. When mutually agreed upon traffic data exchange methods are implemented as specified in Section 5.X of this Appendix, direct trunk group(s) to SWBT end offices will be provisioned as two-way and used as two-way. When there are separate SWBT access and local tandems in an exchange, a separate local trunk group will be provided to the local tandem and a separate intraLATA toll trunk group will be provided to the access tandem. When there are multiple SWBT combined local and toll tandems in an Exchange Area, separate trunk groups will be established to each tandem. Such trunk groups may carry ~~[[both]]~~ local, intraLATA toll, and interLATA toll traffic. Trunk groups to the access or local tandem(s) will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks in SWBT tandems. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SWBT network. Multifrequency (MF) signaling will be utilized in cases where SWBT switching platforms do not support SS7.

2.X AT&T Terminating (SWBT to AT&T): Where SWBT has a combined local and access tandem, SWBT will combine the local interLATA and the intraLATA toll traffic over a single trunk group to AT&T. The trunk groups will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks. When SWBT has separate access and local tandems in an exchange area, a separate trunk group will be established from each tandem to AT&T. As noted in Section 2.X, direct trunk group(s) between AT&T and SWBT end offices will be provisioned as two-way and used as two-way. Trunks will utilize SS7 protocol signaling unless the SWBT switching platform only supports MF signaling.

2.X Access Toll Connecting Traffic: Access Toll Connecting Traffic will be transported between the SWBT access tandem and AT&T over a “meet point” trunk group separate from local, intraLATA toll, and interLATA toll trunk group. This trunk group will be established for the transmission and routing of Exchange Access traffic between AT&T’s end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, AT&T may utilize a single “meet point” access toll connecting trunk group to one SWBT access tandem within the exchange. This trunk group will be set up as two-way and will utilize SS7 protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group. **This arrangement is subject to the time frames referenced in Section 1.X.**

Note: This issue is still in dispute. SWBT’s proposed language is bolded. AT&T’s proposed language is bolded and underlined.

Special Master Recommendation:

AT&T’s proposal should be adopted by the Commission. Allowing AT&T to combine interLATA traffic with intraLATA and local traffic provides the most efficient use of network resources and is consistent with the intent of the Commission’s December 11, 1996 Arbitration Order (TO-97-40, et. al.). That Order allowed AT&T to combine intraLATA and local traffic onto the same trunk group. Allowing interLATA traffic to be combined with the intraLATA and local traffic is

consistent with the intent and purpose of the Order, which considered efficient use of network resources. AT&T's language also specifies the use of percentage of jurisdictional use factors reports as an interim method to identify traffic types for billing purposes. This is also consistent with the Commission's December 11, 1996 Arbitration Order, which required auditable percent local usage (PLU) reports for billing purposes. AT&T's language also states that it will not use this arrangement to avoid access charges. SWBT's only opposition to combining the traffic is with regard to billing. The interim billing method proposed by AT&T is consistent with Commission's Order and should be adopted.

VII. COMPENSATION
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

There are no unresolved issues in this section.

VIII. PERFORMANCE CRITERIA
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

There are no unresolved issues in this section.

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

Issue 31.

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

SWBT LANGUAGE

At locations where SWBT has obtained exclusive rights-of-way from third-party property owners or otherwise controls the right-of-way, SWBT shall, to the extent space is available, and subject to reasonable safety, reliability, and engineering conditions, provide access to Applicant and third parties on a nondiscriminatory, first-come, first-served basis, provided that the underlying agreement with the property owner permits SWBT to provide such access, and provided further that Applicant agrees to indemnify, on request defend, and hold SWBT harmless from any injury, loss, damage, claim, or liability arising out of or in connection with such access or use. Such access shall be granted, on a case-by-case basis, in the form of a license, sublicense, sub-lease, or other mutually acceptable writing. Except as otherwise agreed to by the parties, SWBT's charges for such access (obtained from SWBT rather than from the third-party property owner) shall include (a) a pro rata portion of the charges (including but not limited to one-time charges and recurring charges), if any, paid by SWBT to obtain the right-of-way plus (b) a pro rata portion of any other documented legal, administrative, and engineering costs incurred by SWBT in obtaining the right-of-way and processing Applicant's request for access. Applicant's pro rata portion of the charge paid by SWBT shall be negotiated on a nondiscriminatory, case-by-case basis and shall take into account the size of the area used by Applicant and the number of users occupying the right-of-way.

AT&T LANGUAGE

AT&T objects to the inclusion of SWBT's proposed language in Section 5.03.

Note: This issue is still in dispute.

Special Master Recommendation:

The language SWBT proposed should be adopted. Nothing in the existing section 5.03 allows for SWBT to be compensated for AT&T's access to exclusive rights-of-way. Where SWBT has purchased exclusive rights-of-way, it is equitable that AT&T should share the cost when AT&T uses those rights-of-way.

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

Issue 3. Limitation of Liabilities

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

Issue 3. Limitation of Liabilities

- b. 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?

SWBT LANGUAGE

- 7.1.1 Each party's liability to the other resulting from any and all causes, other than as specified below in Section 7.3.1, 7.3.2 and 7.3.3, and other than for willful misconduct (including gross negligence), will not exceed the total of any amounts due and owing to AT&T pursuant to Section 45 (Performance Criteria) and the Attachment referenced in that Section, plus the amounts charged to AT&T by SWBT under this Agreement for the affected service, business practice or ancillary functions (as defined under Section 3.1 of Attachment 13) and the value of the injured party's collocated equipment or collocated property that was destroyed or damaged by the injuring party during the period beginning at the time of the error, interruption, defect, failure, malfunction loss or claim is received by the uninjured party to the time of correction of same.

AT&T LANGUAGE

- 7.1.1. The Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Sections 7.3.1, 7.3.2 and 7.3.3, following, and other than for willful or intentional misconduct will not exceed the total of any amounts due and owing to AT&T pursuant to Section 45 (Performance Criteria) and the Attachment referenced in that Section, plus the amounts charged to AT&T by SWBT under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes

effective and each subsequent Contract Year commences on the day following that anniversary date.

Note: This issue is still in dispute. The reference in this paragraph to 7.3.2 should only be included if AT&T's language prevails on Issue 15.

Special Master Recommendation:

The Commission should adopt SWBT's language. This issue determines the amount and length of time for which the parties would be responsible for paying for damages. SWBT's proposed language is limited to the affected services and time. SWBT's language also proposes damages to recover the injured party's collocated equipment or property that was destroyed or damaged by the injuring party. AT&T's language allows a liability cap that is too high and appears to be punitive. It would permit damages up to the total amount paid for the entire contract for a given contract year, rather than actual damages.

Issue 3c. Limitation of Liabilities (Originally Issue 4)

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? 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?

SWBT LANGUAGE

7.1.2 Except for losses alleged or made by an end user of either Party, as discussed in Paragraph 7.3.1.1, in the case of any loss alleged or suffered by a third party, each Party shall bear, and its obligation to the other Party shall be limited to, that portion of the loss caused by its own conduct (including intentional misconduct or gross negligence) or that of its agents, servants, contractors, or others acting in aid or concert with it.

7.3.1.1 In the case of any loss alleged or suffered by an end user of either Party, the Party whose end user alleged or suffered such loss (Indemnifying Party) shall defend and indemnify the other party (Indemnified Party) against any and all such claims or

loss by its end users, unless the loss was caused by the intentional misconduct or gross negligence of the other (Indemnified) Party.

AT&T LANGUAGE

7.1.2 In the case of any loss alleged or suffered by a third party, each Party shall bear, and its obligation to the other Party shall be limited to, that portion of the loss caused by its own conduct (including intentional misconduct or gross negligence) or that of its agents, servants, contractors, or others acting in aid or concert with it.

Note: This issue is not resolved. SWBT language is bolded (7.1.2 and 7.3.1.1) versus AT&T's language is bolded and underlined (7.1.2). AT&T proposes that 7.3.1.1 be rejected.

Special Master Recommendation:

The Commission should adopt AT&T's language. AT&T's proposed language suggests that each party be responsible for the damage it causes. This is completely reasonable. SWBT's proposed language seeks to protect itself from damages to AT&T's end users caused by SWBT and vice-versa. SWBT should not be permitted to abrogate its liability for its own actions.

Issue 4. Indemnification (Combined with Issue 3c. above)

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?

SWBT LANGUAGE

17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. In connection with such challenges each party will follow procedures which conform with federal rules regarding challenges to changes of presubscribed interexchange carriers, if any, until such time as there are federal or state rules applicable to challenges to changes of local exchange service providers. Thereafter, the procedures each Party will follow concerning challenges to changes of local exchange service providers will comply with such rule. If an end user notified SWBT or AT&T that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user.

The party receiving such request shall be free to connect the end user to any local service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. **Either Party shall make authorizations available to the other Party upon request and at no charge only when such request is made in order to investigate claims of unauthorized changes initiated by an end user.**

- 17.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange services ("slamming") on behalf of the other Party or a third Party. If either Party, on behalf of the other Party, agrees to investigate an alleged incidence of slamming, the requesting party will provide the billed telephone number and information adequate to allow the other Party to investigate the incidence, and that Party shall charge the other Party a mutually agreed investigation fee.

Note: This issue is still in dispute. SWBT's proposed language bolded. AT&T objects to SWBT's proposed language and believes it should be excluded.

Special Master Recommendation:

The Commission should adopt SWBT's language. AT&T's objection is grounded in a fear that investigations of slamming could be abused so that an effective barrier to entry is created by SWBT. The disputed language addresses AT&T's because only an end-user can initiate a slamming challenge.

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?

PROPOSED LANGUAGE

- 39.1 AT&T will in no event be liable to SWBT for any costs whatsoever resulting from the presence or release of any Environmental Hazard which **AT&T did not introduce to, or knowingly use, SWBT has introduced to** the affected Work Location. SWBT will indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers,

directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from ~~(b)(1)~~ any Environmental Hazard that SWBT, its contractors or agents introduce to the Work locations or (ii) the presence or release of any Environmental Hazard for which SWBT is responsible under applicable law. SWBT's obligation to indemnify will be commensurate with the degree to which SWBT or its agents caused or contributed to the loss, damages, claims, demands, suits, liabilities, fines, penalties and expenses.

- 39.2 SWBT will in no event be liable to AT&T for any costs whatsoever resulting from the presence or release of any Environmental Hazard which **SWBT did not introduce to, or knowingly use at, AT&T has introduced to** the affected Work Location. AT&T will indemnify, defend (at SWBT's request) and hold harmless SWBT, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from ~~(b)(1)~~ any Environmental Hazard that AT&T, its contractors or agents introduce to the Work locations or (ii) the presence or release of any Environmental Hazard for which AT&T is responsible under applicable law. AT&T's obligation to indemnify will be commensurate with the degree to which AT&T or its agents caused or contributed to the loss, damages, claims, demands, suits, liabilities, fines, penalties and expenses.

Note: This issue is still in dispute. SWBT proposes bolded language. AT&T proposes bolded and underlined language.

Special Master Recommendation:

The Commission should adopt AT&T's proposed language. AT&T believes that either party should not be responsible for hazards which it has not introduced to the affected work location. SWBT believes that parties should only be responsible for hazards it has introduced. AT&T's language provides for broader protection for either party based on its "knowingly use" language.

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.

SWBT LANGUAGE

7.3.2 If required, AT&T is responsible for obtaining any license or right to use agreement associated with a Network Element purchased from SWBT. SWBT will provide a list of all known and necessary licenses or right to use agreements applicable to the subject Network Element(s) within seven days of a request for such a list by AT&T. SWBT agrees to use its best efforts to facilitate the obtaining of any necessary license or right to use agreement. In the event such an agreement is not forthcoming for a Network Element ordered by AT&T, the Parties commit to negotiate in good faith for the provision of alternative Elements or services which shall be equivalent to or superior to the Element for which AT&T is unable to obtain such license or agreement.

AT&T LANGUAGE

Terms and Conditions

7.3.2 SWBT will, at AT&T's request, indemnify AT&T, its officers, directors, employees, agents, affiliates and subsidiaries, against any damages arising out of, resulting from, relating to, or based on any claim for actual or alleged infringement or other violation or breach of any Intellectual Property Rights, to the extent that such claim arises out of, results from, relates to, or is based upon, AT&T's use, or the use by an AT&T customer, of the Network Elements, Combinations, Ancillary Functions and Resale Services, or other services, elements, functions, or combinations provided under this Agreement. For purposes of this Section the term "AT&T customer" means any entity or person who receives, uses, sells, resells or distributes any product or service furnished by AT&T, whether directly or indirectly (through a reseller, distributor, authorized agent or dealer). The term "Intellectual Property Rights" means rights in any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now existing or later created.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined. Neither party agrees with the other party's language.

Special Master Recommendation:

The Commission should adopt SWBT's language. Although it is important to be concerned about the impact on AT&T's ability to purchase and use UNEs, AT&T should be responsible for its own actions. If AT&T fails to obtain the appropriate license, SWBT should not be forced to indemnify AT&T for this failure. AT&T's language unreasonably requires SWBT to indemnify AT&T for any infringements of intellectual property rights. If AT&T can be indemnified under the general contract indemnity clause, SWBT should be entitled to protect itself in a situation where it has no control.

Issue 16. Dispute Resolution Process

Should mandatory arbitration provisions apply to all issues involving matters not specifically addressed elsewhere in the Agreement which require additions to the Agreement.

9.5.3 Dispute Resolution Procedure (DRP-3) Except as otherwise specifically set forth in this agreement, for all disputes involving additions to this Agreement under the Telecommunications Act of 1996, the Parties agree that such disputes will be submitted to the Missouri Public Service Commission for resolution pursuant to FTA96, provided that either Party may request expedited resolution by the Missouri Public Service Commission, with both Parties retaining all rights to appeal.

Note: This issue is still in dispute. AT&T's language is bolded and underlined. SWBT opposes the inclusion of AT&T's language.

Special Master Recommendation:

The Commission should adopt AT&T's language. Even though the October 30, 1997 Order in Case No. TO-98-115 states there will no further arbitration proceedings, interconnection may be impeded if the parties are not allowed to submit disputes on additions to the agreement to the Commission for dispute resolution. The Commission can consider the seriousness of the limited matters brought to it under this section and decide whether to address them on a case-by-case basis.

Issue 18.

Is SWBT required to custom route AT&T local calls to multiple SWBT end offices?

SWBT LANGUAGE

5.2.3 When AT&T requests Customized Routing, either through unbundled local switching or Resale, SWBT will route local operator and Directory Assistance calls to **a dedicated facility for transport** to AT&T's Operator Services and Directory Assistance platforms. In addition, at AT&T's request, for the unbundled local switching element, SWBT will route local calls to AT&T designated facilities rather than to SWBT's common network. **Only one destination for Operator Services calls, one destination for directory assistance calls, and one destination for local calls, is permissible from each end office. The destination for each class of call need not be the same as the destination for the other classes.**

(SWBT proposes 5.2.3.1 remain as filed.)

AT&T LANGUAGE

Attachment 6:

5.2.3.1 Subject to the above, SWBT will provide Customized Routing with unbundled local switching or Resale only according to the following conditions: Customized Routing will only be permitted on a class of call basis (i.e., all Directory Assistance Calls and/or all Operator Services call (or all local calls for unbundled local switching only) must be routed to the same dedicated facility or facilities.) **Provided that, for local calls over unbundled switching, AT&T may establish dedicated transport facilities (either unbundled or through an alternate vendor) between SWBT end offices to route local traffic to those end offices. For each end office, ("terminating end office") to which AT&T establishes such dedicated transport from a SWBT end office ("originating end office"), SWBT will selectively route local calls for the NXX code served by the terminating end office onto AT&T's dedicated transport to that end office. Local calls for all NXX codes other than those served by terminating end offices to which selective routing has been established will be transported and terminated over**

SWBT's common transport network. AT&T may request additional types of Customized Routing for local calls through the Special Request Process.

(AT&T proposes that 5.2.3 remain as filed.)

Note: This issue is still in dispute. SWBT's proposed language is in bold. AT&T's proposed language is bolded and underlined.

Special Master Recommendation:

The Commission should adopt AT&T's language. SWBT currently employs various routing methodologies to route local calls to multiple destinations. Further, it is technically feasible for SWBT to route certain local calls over its common transport to a tandem end office, or to route certain local calls over dedicated facilities to a specified end office. AT&T's proposed routing arrangement utilizes network facilities more efficiently. Therefore, SWBT should provide the same routing functionality to AT&T as SWBT provides itself.

Issue 20.

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

SWBT LANGUAGE

Attachment 21

- 1.7 When AT&T is a facility based provider and services end users via an AT&T switch, AT&T must assign telephone numbers to its end users from an AT&T assigned NXX. At a minimum, in those Metropolitan Exchange Areas where LSP intends to provide local exchange service, LSP shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable LSP and SWBT to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes. Upon a showing that AT&T is prevented from serving end users as facilities-based provider due to a shortage of

NPA-NXX resources, SWBT will work with AT&T within industry forums, and/or state commission to resolve the issue.

AT&T LANGUAGE

1.7 At a minimum, in those Metropolitan Exchange Areas where AT&T intends to provide local exchange service, AT&T shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable AT&T and SWBT to identify the jurisdictional nature of traffic for intercompany compensation. If AT&T is unable to acquire NXX codes due to number exhaust in a NPA, AT&T and SWBT will work to identify an alternative method for identifying the jurisdictional nature of traffic. However, if no alternative is agreed to prior to March 31, 1998, then the alternative mechanism proposed by AT&T using the "Originating LEC NECA Code Field" and "Traffic Type Field" in SWBT's "92-99" billing record rather than a brand new NPA-NXX shall be substituted in place of this provision.

Note: This issue is still in dispute. SWBT's language is bolded. AT&T's language is bolded and underlined.

Special Master Recommendation:

The Commission should adopt AT&T's language. Both companies agree that there should be separate NXX codes for each exchange and have agreed to work together to minimize NXX exhaustion. Both parties address the issue of number exhaustion, and agree to work to identify an alternative method for identifying the jurisdictional nature of traffic. Of the two, AT&T's proposal is the most proactive because it addresses the issue prior to NPA exhaustion becoming a problem. AT&T also specifies a deadline for an alternate solution in the event the parties do not agree on a permanent solution. Additionally, the alternate solution proposed by AT&T is technically feasible until a permanent solution can be determined.

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?

SWBT LANGUAGE

Upon approval by the Missouri Public Service Commission, AT&T agrees to begin providing telephone exchange services to business customers and residential customers under an effective tariff within a reasonable time period established by the PSC.

Note: This issue is still in dispute. AT&T objects to SWBT's proposed language.

Special Master Recommendation:

The Commission should adopt AT&T's language. SWBT's proposed language should be rejected. SWBT wants to require AT&T to serve both residential and business customers. It is inappropriate to include such a provision in the agreement. The Commission has found in prior cases that serving either business customers or residential customers is acceptable. It should be noted that subsection 5 of Section 392.410 RSMO provides that a certificate of service authority expires one year after the effective date if no customers are served. That should address SWBT's concern. Currently, AT&T has filed tariffs to provide residential service.

XI. COLLOCATION
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

Issue 33e.

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

Attachment 13: Appendix Collocation

9.X SWBT will complete an Environmental, Health, & Safety Questionnaire for each Eligible Structure in which AT&T applies for Collocated Space. AT&T may provide this questionnaire with its collocation application, in which case SWBT will complete that questionnaire and return it to AT&T within fourteen (14) days. SWBT will comply with all federal and state laws regarding environmental, health and safety issues as applicable to SWBT.

Note: This issue is still in dispute. AT&T's proposed language is bolded and underlined. SWBT's language is bolded. SWBT opposes AT&T's additional language.

Special Master Recommendation:

The Commission should adopt SWBT's recommended language without any additional language as suggested by AT&T. SWBT should not be required to bear the burden of completing an Environmental, Health & Safety Questionnaire for each eligible structure in which AT&T applies for collocated space in order to satisfy AT&T's insurance requirements. SWBT is expected to and will comply with all applicable and federal state laws regarding environmental, health and safety issues. AT&T should either forgo physically collocating or change its practices, if this causes it additional costs that make it uneconomic. SWBT should be required to provide AT&T a copy of any such questionnaires that SWBT previously completed or is required to complete in the future for its own purposes.

Issue 43.

What are the parties' responsibilities regarding removal of equipment from the collocated space?

PROPOSED LANGUAGE

Attachment 13: Appendix Collocation

- 12.X AT&T is responsible for removing any equipment, property or other items that it brings into the Collocated Space or any other part of the Eligible Structure. If AT&T fails to remove any equipment, property, or other items from the Collocated Space within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge AT&T on a time and materials basis applicable to custom work. **Further, in addition to the other provisions herein, AT&T shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.**

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined. AT&T opposes SWBT's additional language.

Special Master Recommendation:

The Commission should adopt SWBT's language. It would be unreasonable to require SWBT to bear the risk for AT&T's failure to meet its responsibility to remove items it brings into the Collocated Space or any part of the Eligible Structure. The only exception that might be appropriate is for damages caused by willful or negligent acts of SWBT in its removal efforts.

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?

Attachment 13: Appendix Collocation

- 16.X Any obligation on the part of SWBT to repair the Collocated Space shall be limited to repairing, restoring, and rebuilding the Collocated Space as prepared by SWBT for AT&T and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by AT&T or by SWBT on request of AT&T; or any

fixture or other equipment installed in the Collocated Space by AT&T or by SWBT on request of AT&T. **The limitation contained in this section will not apply to any damage resulting from intentional misconduct or a negligent act or omission by SWBT, its employees, or agents.**

Note: This issue is still in dispute. AT&T's proposed language is bolded and underlined. SWBT opposes AT&T's language.

Special Master Recommendation:

The Commission should adopt AT&T's proposed additional language. It is fair and reasonable to permit AT&T to seek recompense for any acts of intentional misconduct or acts of negligence or omission by SWBT's employees or agents. SWBT should be held accountable for damages caused by its employees and agents since only SWBT has the ability to control their actions, not AT&T.

Issue 52.

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

SWBT LANGUAGE

(Additional sentences to existing Attachment 13 paragraph:)

In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. AT&T shall save and hold SWBT harmless from any and all costs, expenses, and claims associated with any such acts or omission by an Other acting for, through, or as a result of the AT&T.

AT&T LANGUAGE

Attachment 13: Appendix Collocation

19.X **Except with respect to Section 19.2 below,** limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of this Agreement.

19.X AT&T acknowledges and understands that SWBT may provide space in or access to its Eligible Structures to other persons or entities ("Others"), which may include competitors of AT&T; that such space may be close to the Collocated Space, possibly including space adjacent to the Collocated Space and/or with access to the outside of the Collocated Space; and that the cage around the Collocated Space is a permeable boundary that will not prevent the Others from observing or even damaging AT&T's equipment and facilities.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T's proposed language is bolded and underlined. AT&T opposes inclusion of SWBT's language.

Special Master Recommendation:

The Commission should adopt the AT&T proposed language without the additional language proposed by SWBT. The SWBT language is unreasonably overbroad in seeking to insulate SWBT for its own actions as well as that of all Others, not just those acting for AT&T. SWBT should not be allowed to evade responsibility for its own culpable acts and that of its agents.

Issue 54a.

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

AT&T shall maintain, if use of an automobile is required or if AT&T is provided or otherwise allowed parking space by SWBT in connection with this Appendix, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combined. Coverage shall extend to all owned, hired and non-owned automobiles. AT&T hereby waives any rights of recovery against SWBT for damage to AT&T's vehicles while on the grounds of the Eligible Structure and AT&T will hold SWBT harmless **and indemnify it** with respect to any such damage or damage to vehicles of AT&T's employees, **contractors, invitees, licensees or agents.**

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T opposes SWBT's language.

Special Master Recommendation:

The Commission should adopt SWBT's proposed language. SWBT should not be required to treat contractors, invitees, licensees or agents, who are on the grounds of the Eligible Structure at the request of AT&T, as if SWBT had requested their presence. SWBT should not be punished for being required to permit collocation to AT&T. AT&T should bear of risk of any damage to vehicles on the premises at its request. AT&T's liability should be mitigated somewhat since its employees and agents who suffer vehicle damage on SWBT grounds would still have the right to seek private recovery for such damage from individuals for their culpable acts outside of the scope of their employment.

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?

SWBT LANGUAGE

SWBT has no liability for loss of profit or revenues should an interruption of service occur.

Note: This issue is still in dispute. SWBT's proposed language is bolded. AT&T opposes SWBT's language.

Special Master Recommendation:

The Commission should include the SWBT proposed language. SWBT should not be required to pay AT&T for lost profits and revenues that are at best, speculative, and at the least, may be very difficult to quantify. Further, service interruptions can be caused by many things not under SWBT's control and in many instances if AT&T's services are interrupted, SWBT's will probably be interrupted too.

Service List
Case No. TO-98-115
Revised: November 26, 1997

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