Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	which the Commission's dedicated transport rates and charges were derived. SWBT cannot add to them now.			
1c. <u>SWBT Statement of Issue:</u> Should SWBT be compelled to provide Digital Cross Connect Systems (DCS) with capabilities in excess of those SWBT offers to IXCs beyond the requirements of the FCC <u>Interconnection Order</u>? <u>AT&T Statement of Issue:</u> May SWBT *assess* Digital Cross Connect System (DCS) charges, over and above the dedicated transport	No. SWBT's proposed DCS charges are an attempt to impose additional charges for an unbundled element – dedicated transport -- which was the subject of the prior arbitration and for which the Commission already has established permanent, cost-based rates. The FCC held that, "as a condition of offering unbundled interoffice facilities, we require incumbent LECs to provide requesting carriers with access to digital cross-connect system (DCS) functionality." FCC First Report and Order at ¶ 444. *See also* FCC Rule 51.319(d)(2)(iv). The Commission Advisory Staff cost analysis directly	**<u>Attachment 6</u>** **<u>8.X There is no additional charge for DCS functionality.</u>**	The definition of DCS rate elements are directly from SWBT's long-standing interstate tariff and are in full compliance with FCC rules. See issue 14 under Attachment IV. AT&T continues its efforts to get DCS free of charge. As its sole authority for this position, AT&T quotes language from ¶ 444 of the <u>Interconnection Order</u> that incumbent LECs must offer DCS "as a condition of offering unbundled interoffice facilities." SWBT is required to offer DCS only in the same manner as it is offered	(SWBT opposes the inclusion of AT&T's language). *When AT&T specifically orders the DCS, the applicable prices contained on Appendix Pricing - UNE - Schedule of Prices and 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.

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
charges approved by the Commission?	*considered* DCS costs in arriving at the dedicated transport rates and charges approved by the Commission: "DCS cost include charges for establishment, database modification, arrangement, customer performed reconfiguration, plus DS-1 and DS-3 channel ports." July 31, 1997 Order, Attachment C, at 69. SWBT may not assess additional DCS *charges*, beyond the permanent transport charges set by the Commission in July 31, 1997 Order.		to IXCs. In quoting language from ¶ 444 of the Interconnection Order: "Therefore, we require incumbent *LECs to offer* DCS capabilities in the same manner that they offer *such capabilities* to IXCs that purchase transport services." SWBT offers these capabilities to IXCs at access tariff rates and offers the same to AT&T as an LSP. This is completely in accord with the Interconnection Order. The rates proposed by SWBT for DCS comply *with the* FCC's Interconnection Order (¶ 444), *which requires* SWBT *to offer* DCS "in the same manner" offered to IXCs. The *rates* proposed here by SWBT are based on the interstate special access rates, which the FCC found to be relatively close to costs.	DS1 channel port *termination.* DS3 channel port termination. 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. 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. 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

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
				apply for connecting at the new DCS offices.
1d. <u>SWBT Statement of Issue:</u> Should AT&T be allowed the use of SWBT's *Line Information Database* and Calling Name Delivery Service without paying for them? <u>AT&T Statement of Issue:</u> May SWBT assess LIDB and CNAM Query Transport, Service Order Charges, or LIDB administrative system charges, over and above the LIDB and CNAM query and non-recurring charges approved by the Commission ?	No. SWBT's proposed query transport and service order charges and any proposed Line Validation Administration System ("LVAS") charges are an attempt to impose *additional charges for an unbundled* element – signaling and call-related databases and, specifically, LIDB and CNAM -- which was the subject of the prior arbitration and for which the Commission already has established permanent, cost-based rates. The Commission's December 1996 Arbitration Order established AT&T's right to unbundled access to SWBT's signaling system and its call-related databases. The Commission's July 31, 1997 Final Arbitration Order established permanent rates and charges for signaling and call related databases. The Commission specifically approved per-query rates for both Line Information Database (LIDB) queries and for Calling Name Delivery (CNAM) queries. It established a non-recurring charge for AT&T's use of LIDB. SWBT nonetheless asserts that it should be able to collect a separate, additional "Query Transport" rate for transporting LIDB and CNAM queries over the SWBT signaling system and a "Service Order" charge for processing service requests to activate these LIDB and CNAM query functionalities from an AT&T switch. These proposed SWBT charges were presented to the Commission on the schedule of disputed UNE prices	**<u>Attachment 6</u>** 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." **<u>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 will be no additional charges for Query Transport or Service Order Charge or for use of LVAS.</u>**	Query Transport is not an additional charge for an unbundled element. Costs recovered by this rate element are not recovered by the per-query rate element for either LIDB Validation Query (calling card and BNS) or CNAM Service Query. AT&T already purchases LIDB Validation Service from SWBT today in the form of tariffs. There, AT&T pays both a per-Query and a per-Query Transport charge for each query that it launches to SWBT's LIDB. This rate structure is required by the FCC. This rate structure was also approved by this Commission in SWBT's State Access Tariff. SWBT merely seeks to have the same rate structure apply to all users of the LIDB network element. Contrary to AT&T's assertion, the per-Query Transport rate element is not an additional cost SWBT seeks to impose. SWBT does seek to recover the total cost of a LIDB query and response message from two price elements rather than one. For both LVAS and Sleuth SWBT inadvertently failed to include the costs when it provided the LIDB query cost study to the Commission Staff. Line Validation Administration System (LVAS) costs are valid costs for LIDB. LVAS is the system that allows AT&T and any other data owner to create, administer, and delete their customer records in	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. (SWBT opposes the inclusion of AT&T's language)

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	included with AT&T's proposed Interconnection Agreement filing in April 1997. SWBT's attempt to assert these charges again now is nothing more than an attempt to evade and relitigate this Commission's decision to set LIDB and CNAM query rates well below the level that SWBT had proposed. SWBT also has suggested that it may assess charges for use of SWBT's Line Validation Administration System ("LVAS"), which an LSP may use to enter and update information in SWBT's LIDB for its customers. No such charges may be added. SWBT agreed that it would not charge separately for use of LVAS, as reflected in the Appendix Pricing UNE – Schedule of Prices that accompanied AT&T's April 1997 proposed contract filing. Now, because the Commission adopted a lower LIDB query rate that SWBT had advocated, SWBT threatens to renege and assess LVAS charges. SWBT's about-face comes too late. SWBT had the opportunity to advocate for LIDB charges that covered its full related costs, including administrative system costs. AT&T believes that SWBT took full advantage of that opportunity and presented its full range of costs, on the basis of which the Commission adopted the LIDB prices shown on the July 31, 1997 pricing schedule. No LVAS charges may be added now. There is nothing incomplete about the LIDB, CNAM, and signaling rates and charges established by the	9.X **CNAM Service Query will be priced as shown on Appendix Pricing – UNE – Schedule of Prices labeled "CNAM Service Query". There is no separate charge for CNAM Query Transport or CNAM Service Order Charge.**	LIDB. SWBT has proposed to recover the costs of data administration from query originators by incorporating these costs into the per-query price elements. SWBT believes that it is appropriate to recover such costs from query originators rather than data owners because it is the query originator that receives the benefit of the data being stored and administered. For example. LSP XYZ's customer calls an AT&T customer. AT&T has sold its customer Caller ID so AT&T wants to display the name of the calling party. AT&T queries LIDB to determine the calling party's name. LIDB obtains XYZ's customer's name information and passes it back to AT&T. It is AT&T that benefits from the storage and administration of this name data (because it received the Caller ID revenues), not the LSP whose data AT&T accessed. AT&T should, therefore, be the one to cover the cost of administering that data. If AT&T's able to exclude the costs of data administration from the per-query charge, then SWBT must recover the cost of data administration directly from AT&T in the form of distinct charges. The Service Order Charge represents valid costs for establishment or change of LIDB-related services. This charge has nothing to do with data administration. Instead, it represents the work required to	

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	Commission's July 31, 1997 Order. SWBT's proposed additional charges should be rejected.		establish query access capability to LIDB and to develop billing accounts. this charge will not apply to AT&T when AT&T uses existing point codes (from its IXC business) to launch queries for its LSP activities. Those point codes already exist, have access to LIDB for the designated query type, and their usage drives to an existing billing account. This charge also does not apply when AT&T launches queries from SWBT's switching platforms (because at this time, AT&T's presence is invisible to LIDB). This charge only applies when AT&T brings a new switch into the network, desires new query capability from an existing switch (e.g., desires to launch Originating Line Number Screening (OLNS) queries in addition to Validation queries), or wants to change existing point codes. These are all examples of activities initiated by AT&T, for the benefit of AT&T and their associated costs should be borne by AT&T. Sleuth costs are valid costs for LIDB. Sleuth is the system that monitors LIDB usage to identify potential occurrences of fraud. Sleuth output reports are provided to data owners who may then investigate and determine whether fraud is actually occurring. If fraud is occurring, the data owner may chose to modify its data in LIDB to eliminate the fraud risk. SWBT has proposed to recover the costs of fraud monitoring from query originators by incorporating these	

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
			costs into the per-query price elements. SWBT believes that it is appropriate to recover such costs from query originators rather than data owners because it is the query originator that receives the benefit of fraud monitoring. For example, if LSP XYZ's end user uses a calling card on AT&T's local network, AT&T, as the query originator, benefits from the fraud monitoring capabilities of Sleuth to limit the fraud risk associated with providing alternate billing the XYZ's customer. If AT&T is able to exclude the costs of Sleuth from the per-query charge, then SWBT must recover the cost of data administration directly from AT&T in the form of distinct charges.	
1e. May SWBT assess non-recurring UNE 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?	No. When AT&T orders the full complement of elements necessary to provide a finished telecommunications service to a customer, the transaction is, or should be, entirely an electronic OSS transaction. Accordingly, the schedule of permanent UNE prices included in the Commission's July 31, 1997 Order provides that, for a "CLEC Conversion," "No Additional Charge other than Service Order" will apply. July 31, 1997 Final Arbitration Order, Attachment B at 5. The Service Order charge is $ 5.00. This ruling followed the Advisory Staff recommendation: "Staff recommends that there be no additional NRC for a CLEC Simple Conversion. The Staff proposed Service Order Charge of $ 5.00 would still apply." Attachment C at 122.	**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 has provided cost studies to document both the recurring and non-recurring costs associated with unbundled network elements. SWBT is entitled to recover all of its costs. SWBT's proposed cost-based rates for recurring as well as non-recurring are in compliance with the TELRIC methodology specified by the Commission in the initial Arbitration and should be adopted.	(SWBT opposes the inclusion of AT&T's language.)

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	Nonetheless, as of this writing, SWBT has been unwilling to agree that it may not collect NRCs for the individual elements (e.g., the 2-wire analog loop NRC of $26.07) in connection with an AT&T order for all the unbundled elements needed to serve a particular customer whom AT&T has won. SWBT's unwillingness to recognize the import of the Commission's ruling in this regard calls for the addition of contract language specifying that no NRC other than the $ 5.00 Service Order charge applies to these conversion orders. CLEC Simple Conversion orders would apply, under the structure of the AT&T/SWBT contract, to all loop/switch port combination orders, for the parties have agreed that AT&T receives access to the remaining common elements necessary to provide service to a customer by virtue of placing a loop/switch combination order. Whether AT&T will provide operator service and directory assistance to the customer from its own OS/DA platform (via customized routing) or by purchasing SWBT's OS/DA element, the conversion will remain one that requires no reconfiguration of physical facilities, and the $ 5.00 Service Order would remain the only applicable NRC.	**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.**		
1f. May SWBT assess service order charges, in addition to the $5.00 service order charge established by the Commission, in connection with AT&T orders for unbundled	No. The Commission established a UNE service order charge of $5.00 in its list of permanent UNE prices. July 31, 1997 Final Arbitration Order, Attachment B, at 5. No other service	**Appendix Pricing-UNE** 3.X. *SWBT offers the following order types.* **A $5.00 service order charge, and no other service**	SWBT has provided extensive cost studies to document both the recurring and non-recurring costs associated with unbundled network elements. SWBT is entitled to	*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

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
network elements?	order processing charge should apply to any AT&T UNE order. As of this writing, it appears that SWBT may continue to assert the right to assess higher service order charges in connection with UNE orders, on the grounds that some types of orders were "not arbitrated." AT&T submits that there is no ground for any such contention. The subject of UNE service orders was undeniably before the Commission in the prior proceeding and decided in that proceeding. The contract should be clear that no additional service order charges apply. Based on the recommendation of the Advisory Staff, AT&T understands that the service order charge applies "to initial service orders for each customer only." July 31, 1997 Order, Attachment C, at 122. AT&T understands that the Commission may wish to review these charges when electronic ordering cost data becomes available in the future, and in all likelihood reduce these charges. *See id.* Until then, the $5.00 service order charge, applied to initial customer service orders, represents the universe of permissible UNE service order charges.	**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.*	recover all of its costs. SWBT's proposed cost-based rates for recurring as well as non-recurring are in compliance with the TELRIC methodology specified by the Commission in the initial Arbitration and should be adopted. After the conclusion of Case No. TO-97-40, AT&T requested SWBT provide a variety of service order types in support of AT&T's requests for UNEs. For example, suspend, restore and expedite service order types were never requested in Case No. TO-97-40 and, therefore, were not part of that case.	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).*

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		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.)		*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.* *Conditioning Service (only applicable if ordered separately): This service order applies only when AT&T orders conditioning separately from the unbundled loop (e.g., 2-wire analog loop in place and conditioning ordered at a later date).* *Analog or Digital Port (only applicable if ordered separately): This service order applies when an analog or digital port is ordered at a later date than the unbundled local loop.* 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

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
				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 at 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.
1g. May SWBT assess rates or charges for call blocking and screening, in addition to the local switching rates and charges approved by the Commission?	No. SWBT's proposed call blocking and screening charges are an attempt to add charges for an unbundled element – local switching – which was the subject of the prior arbitration and for which the Commission already has established permanent, cost-based rates. SWBT has stated in recent sessions that there will be no additional charge for blocking and screening when AT&T orders AIN-based customized routing. However,	**Attachment 6** 5.X: **SWBT will provide call blocking and screening (e.g., 900 blocking, toll restriction) in connection with a purchase of unbundled Local Switching upon request from AT&T. No additional charge applies to call blocking and screening, beyond the local switching charges set out on Appendix Pricing UNE –**	See also, Attachment IV, Issue 15. Blocking and screening is accomplished in SWBT's network via special Line Class Codes (LCCs) translated in the end office switch. In order to provide blocking/screening, new and different LCCs would have to be created. SWBT is entitled to recover its cost of providing the service.	

Issue:	AT&T Reason why language should be included or excluded?	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	as negotiations regarding AIN-based customized routing are still in progress, and for those situations where AT&T either chooses not to customize route its OS and DA calls, or where AT&T is required to use line class code customized routing, this discussion of blocking and screening pricing remains pertinent. One functionality of SWBT's local switches is the ability to provide blocking and screening that will prevent certain types of calls from being originated over, or terminated to, a switch port associated with a particular customer. This is an important local switching functionality, demanded by today's consumer and today's lawmakers. The December 1996 Order established AT&T's right of access to unbundled local switching in Missouri. The July 31, 1997 Order established rates and charges for local switching. By the terms of that Order, those rates and charges include the "full functionality" of the local switching element. SWBT nevertheless has taken the position in post-July 31 Order negotiations that it may assess separate charges to establish call blocking and screening capabilities for AT&T customers who are served over unbundled local switching. These proposed separate charges do not relate to providing AT&T some exotic or unique species of branding and screening; SWBT proposes to assess these additional charges merely to	**Schedule of Prices.**	Section 252 d (1) of the Act specifically ensures that SWBT is entitled to a rate where SWBT incurs costs. Blocking/screening costs caused by AT&T should be recovered from the cost causer - AT&T.	

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	provide via unbundled switching the very same blocking and screening capabilities that these local switching ports currently deliver to SWBT customers. Whether SWBT provides this capability to AT&T via line class codes or AIN signaling, the result should be the same. This functionality of the local switch should be available to AT&T on the basis of the permanent local switching rates and charges that this Commission already has established.			
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?	No. Insofar as the UNE environment is concerned, SWBT's proposed rating charges are an attempt to add charges for an unbundled element – operator services and directory assistance – which was the subject of the prior arbitration and for which the Commission already has established permanent, cost-based rates. In the resale environment, the reduced discount applicable to operator services and directory assistance will properly compensate SWBT for rating, which it can provide very simply and at minimal cost by zero-minus transfer, as AT&T has requested. There is no need for SWBT to provide rate quotation service to AT&T, and no desire for SWBT to do so, except by virtue of SWBT's delay in implementing the customized routing that would enable AT&T to provide this service to its own resale and UNE-based customers from its own operator services and directory assistance platforms. Until such routing is implemented, a simple zero-minus transfer will enable SWBT to	**Attachment 6** 7.X **When an AT&T caller requests a quotation of rates, the call will be treated as an Operator Transfer Service request and SWBT will connect the caller to AT&T's operator services for the purposes of provided a quotation of AT&T's rates, thereby fulfilling the customer's request for a quotation of rates. 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.** Add to Attachment 2, Appendix OS-Resale and Appendix DA-Resale: **When an AT&T caller requests a quotation of rates, the call will be treated as an Operator Transfer Service request and SWBT will connect the caller to AT&T's**	It is SWBT's understanding that this issue is now settled between the parties and that AT&T agrees to SWBT's wording.	(SWBT opposes the inclusion of AT&T's language) Appendix DA-Resale Pricing for rate quotations are as follows: Rate per initial load: $3,850.00 per TOPS Switch Rate per subsequent rate change: $2,850.00 per TOPS Switch Rate per subsequent reference change: $2,850.00 per TOPS Switch Appendix OS-Resale Pricing for rate quote: Rate per initial load: $3,850.00 Per TOPS Switch Rate per subsequent rate change: $2,850.00 Per TOPS Switch Rate per subsequent reference

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	transfer such inquiries to AT&T operators and avoid the need for SWBT to provide competitively sensitive pricing information to its *primary competitor weeks before* implementing price changes. SWBT's affiliate, Pacific Telesis, is providing zero-minus transfers today for AT&T local service customer rate inquiries in California, at no charge to AT&T. More fundamentally, this is one more proposed additional charge for an element – operator services and directory assistance – for which permanent UNE prices have been set. Both rate reference and operator transfer service (zero-minus transfer) are functionalities of unbundled operator service and directory assistance. That much is clear by agreement of the parties. The proposed contract submitted to this Commission on April 25 of this year, like the AT&T/SWBT contract in effect in Texas and the contracts proposed between the companies in Oklahoma, Arkansas, and Kansas, includes this definition: the "OS/DA Network Element provides two types of functions: Operator Service Functions and Directory Service functions, each of which is described in detail below." Attachment 6, section 7.x. The sections that follow identify and define rate reference as an aspect of both directory assistance and operator service, and they include operator transfer service as a part of operator service. *Id.* at sections 7.x, 7.x, 7.x. This Commission has established permanent OS/DA rates, by reference	**operator services for the purposes of provided a quotation of AT&T's rates, thereby fulfilling the customer's request for a *quotation of rates.* 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.**		change: $2,850.00 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

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	to the lowest intercompany compensation arrangement SWBT currently has in place. July 31, 1997 Order, Attachment B, at 4. There is no basis for SWBT now to propose additional rate reference charges. Applicable rates must be selected from the intercompany compensation arrangements in accordance with this Commission's prior order.			
1i. May SWBT assess operations support systems charges, other than the service order charge established by the Commission, in connection with AT&T's use of SWBT's operations support systems to order unbundled network elements or resale service?	No. Insofar as the UNE environment is concerned, SWBT's proposed operations support systems charges are an attempt to add charges for an unbundled element – operations support systems functions – which was the subject of the prior arbitration and for which the Commission already has established permanent, cost-based rates in the form of a service order charge. In the resale environment, the Local Service Customer Change Charge established by the Commission will properly compensate SWBT for use of the operations support systems necessary to process and resale orders. Aside from these specific service order charges approved by the Commission, costs associated with OSS systems functionality are recovered in the permanent rates for the other unbundled network element rates established by the Commission and in the wholesale price that AT&T will pay for resold services. The Commission's Advisory Staff, in recommending the $5.00 service order charge that the Commission approved, expressed concern that this rate was "likely to be in excess of the cost of electronic ordering." July 31,	**<u>Attachment 6</u>** 10.X SWBT will provide AT&T access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 7 (Pre-Ordering, Ordering and Provisioning – UNE,), Attachment 8 (Maintenance – UNE), Attachment 9 (Connectivitiy Billing and Recording – UNE), and Attachment 10 (Customer Usage Data – UNE) on the terms and conditions set forth in those Attachments. **<u>There is no additional charge for access to, or use of, SWBT operations support systems functions, beyond the charges applicable to the elements ordered by AT&T (e.g., loop charges) and the service order charge provided for in section 3.X of Appendix Pricing UNE.</u>** **<u>Attachment 1: Appendix Services/Pricing</u>** **<u>15.X There is no additional charge for access to, or use of, SWBT operations support systems functions in connection</u>**	Yes. The charges for OSS functions proposed by SWBT have no correlation to service order charges. OSS's address <u>all</u> support system functions, including pre-order, order, maintenance, etc. SWBT has proposed that AT&T pay $3,345 per month to access one or more of the SWBT OSS functions. SWBT has proposed that AT&T pay $1580 per month for remote access facility methods for a direct connection per port or $316 per month for dial up connections, per port. SWBT further proposed that AT&T pay $.003 per message transmitted for the billing function for Usage Billable Records and $0.10 per record transmitted for the Local Disconnect Report. SWBT's rates are justified and reasonable. SWBT is required to develop and maintain electronic interfaces to its Operating Support Systems for the functions of preordering, ordering, provisioning, repair/maintenance, and billing for Resale services and Unbundled Network Elements (UNE). SWBT created forward looking economic cost studies to quantify the <u>new, exclusive</u> costs of developing and maintaining	(SWBT opposes the inclusion of AT&T's language).

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	1997 Order, Attachment C, at 122. It also noted that SWBT had included wholesale marketing and service expense in the common costs that are applied to all network elements. *Id.* Because rates and charges for operations support systems functions have already been litigated, and because there is no justification for any additional charges, the contract should confirm that no additional charges will apply.	**with resold services, beyond the wholesale charges applicable to the services ordered by AT&T and the Local Service Customer Change Charge.**	interfaces for LSPs to access OSS functions. The SWBT OSS cost study identified two types of costs, start up and ongoing. The vast majority of these costs are fixed in nature, not usage sensitive. This means SWBT incurs them to support the first LSP to utilize the interfaces. These costs are not impacted by how much the interfaces are used or by the number of LSPs that use them. SWBT's OSS rate structure recovers only the ongoing costs in two types of monthly recurring charges: System Access and Remote Access Facility (RAF) Port. The System Access rate recovers recurring operational (programming) costs and Helpdesk costs. The RAF Port rate directly recovers the new costs of the data processing infrastructure and facility that provides the ports for OSS network access, and the RAF support personnel. SWBT OSS rates equitably recover its costs. The System Access rate spreads its costs over the total number of requests SWBT expects for electronic access to OSS functions. The RAF Port rate is based upon the maximum Port usage of the RAF facility. Both rates promote economical access to OSS functions. SWBT has the right to recover its costs. SWBT OSS rates appropriately recover those new OSS costs in an equitable and non-	

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
			discriminatory manner. The OSS rates are cost justified and reasonable.	
1j. May SWBT assess dedicated transport cross-connect charges, in addition to the DS3 transport cross-connect charge established by the Commission?	No. The Commission's July 1997 Order set a specific transport cross-connect charge, for a DS3 Transport Cross Connect. July 31, 1997 Order, Attachment B. The issue of dedicated transport cross-connects was ruled on. SWBT may not now propose to add other cross-connect charges. AT&T does request clarification of the application of the transport cross-connect charge. The parties had earlier agreed during negotiations that there would be no charge for any dedicated transport cross-connects at a DS3 level and below. *See* AT&T proposed Interconnection Agreement filed April 25, 1997, Attachment 6, Appendix Pricing UNE – Schedule of Prices (showing applicable cross-connect charges of $0.00 as agreed). AT&T understands that the Commission nevertheless decided to break out a separate cross-connect charge that would apply when AT&T uses DS3 dedicated transport. AT&T requests the Commission to confirm that understanding of the application of its order.	**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. No other cross connect charges apply to AT&T's use of Dedicated Transport.**	The primary function of the cross connect is to combine unbundled elements (on behalf of the requesting telecommunications carrier). Although, the 8th Circuit Court has determined that SWBT is not required to combine UNE for AT&T, SWBT continues to voluntarily offer to provide cross connects for the purposes of performing the combining for AT&T. SWBT offers such cross connects at rates based on cost studies which comport with Commission directives. SWBT cannot be compelled to provide such cross connects but does voluntarily offer to perform this combining at the rates indicated. AT&T seeks an additional element, but the costs of this item were not included in the first arbitration. SWBT is entitled to recover all of its costs and this element should not be ordered without the rates proposed by SWBT. AT&T's position is unclear. Nevertheless, SWBT assumes that the dispute here is with the unbundled dedicated transport that was not arbitrated earlier. If so, both the interoffice transport and the associated cross-connects should be priced on an individual case basis. AT&T did not request OC3, 12 and 48. Nevertheless, SWBT has agreed to provide unbundled dedicated transport at	Cross connects must also be ordered with Unbundled Dedicated Transport (UDT). The Cross Connect being *requested must have a compatible* interface to each of the elements which the Cross Connect is joining together. 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: 1. Voice Grade 2. DS0 3. DS1 4. DS3 5. OC3 6. OC12 7. OC48 (SWBT opposes inclusion of AT&T's language).

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
			these speeds on an individual case basis. It is unreasonable that AT&T would claim that costs for these cross-connects are recovered in a rate that has never been developed. In the December, 1996, Arbitration Order, the PSC under Issue 4, stated that there are different rates for different type of cross-connects. SWBT should be allowed to charge AT&T the correct rate for the cross-connect requested.	
2. <u>Carrier Change Charge</u> May SWBT assess non-recurring or service order charges, other than the $5.00 Local Service Customer Change Charge established by the Commission, to change a customer to resale service?	No. The Commission established a $5.00 Local Service Customer Change Charge in its December 1996 Arbitration Order. The July 31, 1997 Final Arbitration Order adjusted the resale discount, but did not alter the customer change charge. The July Order also provided that the December 1996 Order shall remain in effect to the extent it was not inconsistent with the more recent order. July 31, 1997 Order at 5. Accordingly, there should be no other non-recurring or service order-type charge in connection with converting a customer to resale service. AT&T's language limiting the charges that apply to convert a customer to resale services should be adopted. When a customer chooses AT&T for local service, neither AT&T nor the end-user customer should be charged with additional rates for choosing AT&T, outside of the approved Local Service Customer Change Charge. It remains unclear at this time whether	**<u>Attachment 1</u>** *3.X If an AT&T end user customer adds features or services when the end user customer changes their resold local service from SWBT or another LSP to AT&T, SWBT will charge AT&T the Primary Local Exchange Carrier Selection Charge and any applicable wholesale non-recurring charges for the features or services added.* **<u>The Local Service Customer Change Charge will apply in lieu of service connection charges.</u>**	No. AT&T's language is too broad. Non-recurring charges for vertical services may be considered "service connection charges." These charges, established in SWBT's retail tariffs and discounted by the appropriate resale discount, are applicable at any time an LSP seeks to add a service to an account. This "addition" can occur during a new connect, a conversion or at any subsequent time. In any event, connection charges for those services are applicable. Furthermore, when AT&T requests service order activity, which imposes costs on SWBT, SWBT is entitled to recover those costs. Any type of order activity that requires action by SWBT and imposes cost on SWBT is subject to a charge. SWBT proposes to recover its costs for any feature, function, capability or work activity requested by AT&T, whether service order or non-recurring charges. As AT&T	(SWBT opposes inclusion of AT&T's language.)

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	SWBT will seek to impose on AT&T numerous wholesale non-recurring charges/services connection charges for features and/or services added. SWBT has alluded to <u>other</u> service order charges that may apply. No such additional charges could be squared with the December 1996 and July 1997 Orders.		continues to identify additional work activities it wishes SWBT to perform on its behalf, SWBT will identify costs and propose appropriate rates to recover those costs.	
3a. What should be the rates for White Pages-Resale and White Pages - Other? What should be the rates for Directory Listings?	Any charges for which SWBT views that a price should apply should be subject to the TELRIC cost studies and determined by the Commission. In an effort to insure that AT&T would be able to enter the market, AT&T has agreed with SWBT on interim prices. This does not mean that AT&T accepts the price automatically as a permanent price for the interconnection agreement. SWBT strategically did not include any of these prices in the initial price proceedings despite the fact that SWBT included the proposed prices in the contract. Also, SWBT would have all prices remain interim until a final decision is rendered following court appeals. This would amount to giving SWBT a contractual stay of all permanent prices for as long as possible if it appeals the Commission's decision. SWBT may pursue whatever appeals SWBT may want to pursue in the state of Missouri, and it may request stays at that time; however, SWBT should not receive an automatic stay on these prices, to which it may not otherwise be entitled under appellate processes	**<u>Appendix White Pages-Resale</u>** 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 **<u>and is subject to true-up</u>** from the effective date of this agreement **<u>to the State Commission's determination of permanent prices</u>**. <u>Appendix White Pages - Other</u> 4.X The prices contained in Section 4.X above are interim in nature **<u>and are subject to true-up</u>** from the effective date of this agreement **<u>to the State Commission's determination of permanent prices</u>** **Appendix Directory Listings Information** **<u>8.x The Parties will supply their customer listing information to each other at no charge.</u>**	Appendix White Pages - Resale - SWBT does not object to AT&T's language. Appendix White Pages - Other - SWBT does not object to AT&T's language. Appendix Directory Listings Information - Directory Listings Information is a Market Based Service offering, not a requirement under the Telecom Act and therefore, need not be based on TELRIC cost studies. SWBT is not required to supply directory assistance listings to AT&T and will not provde the listings at "no charge."	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)

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
				Price per Listing $0.0585 SWBT opposes the inclusion of AT&T's language)
3b. SWBT Statement of Issue: What is the appropriate rate for SWBT to provide the connection to the E911 PSAP? AT&T Statement of Issue: What should be the E911 rates?	Any charges for which SWBT views that a price should apply should be subject to the TELRIC cost studies and determined by the Commission. In an effort to insure that AT&T would be able to enter the market, AT&T has agreed with SWBT on interim prices. This does not mean that AT&T accepts the price automatically as a permanent price for the interconnection agreement. SWBT strategically did not include any of these prices in the initial price proceedings despite the fact that SWBT included the proposed prices in the contract. Also, SWBT would have all prices remain interim until a final decision is rendered following court appeals. This would amount to giving SWBT a contractual stay of all permanent prices for as long as possible if it appeals the Commission's decision. SWBT may pursue whatever appeals SWBT may want to pursue in the state of Missouri, and it may request stays at that time; however, SWBT should not receive an automatic stay on these prices, to which it may not otherwise be entitled under appellate processes.	**Attachment 15** A. The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for AT&T exchanges and the feature configurations shown in Addendum I. These prices are interim in nature **and are subject to true-up** from the effective date of this agreement **to the State Commission's determination of permanent prices.** B. The following trunk charges will be paid to SWBT for each E911 control office to which AT&T connects. These prices are interim in nature **and are subject to true-up** from the effective date of this agreement **to the State Commission's determination of permanent prices**	SWBT does not believe that this item is subject to the price standards of 252(d), nor the Commission price rules. SWBT proposes that its rates are just, reasonable and non-discriminatory and should be adopted.	(SWBT requests that AT&T's proposed language amendments be deleted).
4. NXX Migration SWBT Statement of Issue:	Yes. NXX migration should be provided as part of Interim Number Portability and therefore no charge should apply.	**Attachment 14: INP** **8.X NXX Migration (LERG Reassignment)**	No. The functions that SWBT has offered to provide that have been characterized as "NXX Migration" is not a form of Interim Number	Attachment 21: Numbering NXX Migration (LERG Reassignment)

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
Should AT&T be allowed to categorize NXX Migration as an "interim number portability solution" in order to avoid paying the appropriate nondiscriminatory rate? AT&T Statement of Issue: Will NXX Migration be provided by the Parties as an interim number portability solution, with each party to bear its own costs?	SWBT will agree to AT&T's language as written in Sections 8.X and 8.X if the sections were contained in Attachment 21: Numbering. SWBT proposes this relocation based on its desire to charge for NXX migration should it not be considered an INP solution. In the original arbitration, AT&T proposed that NXX Migration (LERG Reassignment) should be used as an INP solution. SWBT agreed. The Arbitration Award requires that both SWBT and AT&T absorb their own costs of providing INP. SWBT proposes to charge $10,000 per NXX without any cost justification.	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).**	Portability. AT&T simply seeks to obtain this function from SWBT for free by characterizing it as "interim number portability". This item is not required for local interconnection, nor subject to the price standards of 252(d), nor the Commission price rules. SWBT proposes that its rates are just, reasonable and non-discriminatory and should be adopted.	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: $10,000.00 per NXX.
5. SWBT Statement of Issue: Should the temporary ULS rate structure be eliminated prior to SWBT's and the industry's ability to measure and bill the long term structure? AT&T Statement of Issue: Should SWBT's temporary ULS rate structure, under which AT&T will pay for unbundled switching and common transport based on a surrogate formula rather than actual usage due to SWBT's inability to measure	Yes. According to SWBT, its systems development has not yet progressed to the point that it is able to measure terminating usage associated with unbundled local switching and, in some circumstances, originating usage. *See* Appendix Pricing UNE, Section 5.X. SWBT has expressed confidence that it will have completed the systems development to achieve those capabilities prior to the end of 1997. Meanwhile, however, SWBT states that it is unable to implement the interim rate structure that the parties have otherwise agreed to (with certain exceptions) for applying usage sensitive UNE charges when AT&T	Appendix Pricing-UNE 5.X *As of the Effective Date of this Agreement, SWBT is unable to measure terminating usage associated with unbundled Local Switching and in certain circumstances originating usage associated with unbundled Local Switching. Once SWBT has the ability to measure such usage, the standard rate structure for ULS described above will become effective. During the time period prior to the implementation of the Standard Rate Structure the following temporary ULS Rate*	No. The Public Switched Network was not designed to accommodate multiple local service providers in the same switch. However, SWBT has been working to make modifications to accommodate the needs of such local service providers who choose to use SWBT's UNE switching rather than their own facilities to provide local exchange service. SWBT plans to address it's current inability to measure terminating usage and certain originating usage through the use of it's AIN platform. This development work is in progress and SWBT's objective remains to	(SWBT opposes the inclusion of AT&T language)

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
terminating usage, be subject to a certain end date and reasonable audit provisions?	has purchased unbundled local switching (this structure is the "Standard Interim Rate Structure for ULS" provided for in Section 5.X of Appendix Pricing UNE). SWBT has proposed a "Temporary ULS Rate Structure" for use until it develops the capability to measure the terminating and originating usage referred to above. Under the proposed temporary structure, AT&T will pay a surrogate charge for all completed calls originated from an unbundled switch port purchased by AT&T and terminating at a different switch. This formula consists of the following: two times the local switching rate, plus one times the common transport rate, plus .3 times the tandem switching rate, for each minute of use. *See* Attachment 6, Section 5.X. This surrogate formula is undesirable as anything more than a short-term patch. To the extent it prevents AT&T from billing terminating access charges that it is entitled to under the Act, it will improperly restrict AT&T's use of the UNE elements it purchases. These problems notwithstanding, AT&T has agreed to try the Temporary ULS Rate Structure in Missouri as a short-term compromise. However, AT&T should receive some corresponding assurance that this structure will indeed be short-term. AT&T has proposed contract language that would require SWBT to cease use of this rate structure by December 31, 1997, unless the parties agree to	*structure will apply.* **By December 31, 1997, or by another date as the Parties may otherwise agree, SWBT will cease to use the temporary ULS Rate Structure.** **5.X SWBT will provide access to information necessary to verify the accuracy of the bills that AT&T receives.** 5.X The Parties have developed a set of schematics and descriptions which reflect anticipated call flows and related usage sensitive charges (i.e., recurring and nonrecurring charges for the elements are not included on the schematics). These schematics are designed to illustrate the application of usage sensitive charges. These schematics are designed to illustrate the application of usage sensitive charges. These schematics as currently developed are contained in a document entitled "Call Flow Document" dated 10/97. On a going forward basis the Parties may develop new call flow schematics, modify existing call flow schematics, and delete obsolete call flows schematics as needed. The following definitions underlie the schematics.	complete the new capabilities by year end 1997. SWBT does not believe, however that should its effort be delayed, it should be denied the ability to continue to bill via the temporary structure. It should also be recognized that AIN will not work at all in SWBT switches which are not SS7 capable or on certain types of services. To the extent that such limitations exist, SWBT should be permitted to bill via the interim structure until industry solutions are identified. If the interim rate structure is eliminated prior to SWBT and the industry's ability to measure and bill the long term structure, AT&T would receive unbundled local switching for free. This would contravene the cost-based pricing standards in the Act. Specifically with respect to AT&T proposed language, the General Terms and Conditions contain fully adequate audit procedures agreed to by the parties making this provision unnecessary and overly burdensome on SWBT. AT&T should not be allowed to negotiate a full audit arrangement and then bring up "specialty" audit issues before this Commission.	

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	another date. A year-end deadline is consistent with SWBT's stated expectations of when it will change over from the temporary structure to the interim standard structure. That mutual expectation should be given force in the contract. Because of its concerns about the accuracy and application of the formula, AT&T also has included language that will provide it access to any information needed to verify related billing. AT&T has also included language that refers to a joint working document between the comapnies that addresses these issues. Because the temporary ULS rate structure is a unique structure that will only last a short time, it is reasonable to provide for this limited audit capability, apart from the annual audit provisions in the General Terms and Conditions.			
6. <u>SWBT Statement on Issue:</u> See Item 5, above. <u>AT&T Statement on Issue:</u> Should a blended transport rate apply to AT&T's usage of common transport and tandem switching, based on average tandem usage within the SWBT network, rather than requiring the parties to track and verify usage of tandem switching for AT&T local customer traffic?	Yes. AT&T's proposed Blended Transport rate will provide full cost-based compensation to SWBT while saving both parties the effort and expense of tracking actual tandem usage for all AT&T local customer traffic. As discussed in Issue 5, above, in connection with SWBT's proposed temporary ULS rate structure, it is important that SWBT measure AT&T's actual usage of originating and terminating unbundled switching, and the AT&T be billed accordingly. Otherwise, AT&T access to unbundled switching is improperly limited. However, AT&T has proposed a Blended Transport rate that should	**<u>Appendix Pricing-UNE</u>** 5.X **<u>The Parties agree that, for calls originated over unbundled local switching and routed over common transport, SWBT will not be required to record and will not bill actual tandem switching usage. Rather, AT&T will pay the rate shown on Appendix Pricing UNE - Schedule of Prices labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the tandem switch.</u>**	SWBT has agreed to a temporary ULS rate structure pending the ability to measure and bill the long term structure.	(This issue is covered in the proposed language as discussed in issue 5 above).

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	save SWBT the effort and expense of measuring actual tandem usage for AT&T local customer traffic, and it will save AT&T the effort and expense of verifying SWBT's billing in this regard. SWBT has agreed that, when AT&T uses unbundled common transport, its traffic will be routed over SWBT's common network according to the same criteria that SWBT traffic is routed. Thus, tandem usage for AT&T local customer traffic should mirror SWBT tandem usage for comparable traffic. AT&T has proposed a formula that should accurately reflect the average combination of common transport and tandem switching usage that will apply to its local customer traffic. This formula (as well as the underlying common transport and tandem switching rates) will be presented for review and determination in the pending price proceedings. AT&T's proposed contract language referencing the Blended Transport rate, contained in Section 5.X of Appendix Pricing UNE, should be adopted along with AT&T's proposed pricing.			
7. What additional elements need to be priced? a. Optical Transport (including multiplexing) b. 4-wire PRI loop to multiplexer cross-connect.	AT&T has indicated throughout this matrix that it believes that the pricing ordered by the Commission in its July 31 ruling are complete for the elements ordered (e.g., the Commission ordered LIDB queries at a specific price; therefore not additional query transport is applicable). However, there are two additional elements not ordered for which AT&T requests pricing: a) optical transport and b) 4-wire PRI loop to multiplexer	Prices to be included in the Attachment 6: Schedule of Prices.		

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	cross-connect. Both of these items were included for review in the April 25 filed contract's Schedule of Prices. a) Access to optical transport systems differs from access to individual DS-3 or DS-1 facilities. Through this access, AT&T may purchase an entire SONET ring from SWBT at UNE rates. Since the SONET transmission equipment includes multiplexing functionality, multiplexing charges should be included as part of the SONET ring cost. SWBT has maintained it will offer optical transport and multiplexing at "ICB" prices. AT&T requests the Commission to order unit-based pricing for optical transport (to be TELRIC based) for optical transport and multiplexing so that AT&T may use those rates for business planning purposes. The AT&T cost team is available to work with the Missouri Commission to provide its proposed prices. b) The July 31 ruling did not include a rate for the 4-wire PRI loop to multiplexer cross connect. AT&T seeks a TELRIC cost-based rate for this element, which SWBT now says was "not arbitrated." The Commission did not rule on a price; therefore AT&T seeks clarification on this item, which SWBT says has "not been arbitrated."		SWBT has proposed ICB rates for optical transport. Just as with optical multiplexing, optical dedicated transport costs vary significantly, depending on the specifics of the serving arrangement. Since SWBT has very limited experience in offering SONET bandwidth services (OC3, OC12, and OC48), even in the tariffed environment, it is not possible for SWBT to develop an average cost and therefore average prices for these unbundled elements than can reasonably ensure recovery of SWBT's costs from the CLEC that causes the costs. The proposal to provide optical dedicated transport at ICB rates is consistent with the way SWBT offers SONET based services in the access arena where these services are offered at ICB rates. SWBT is prepared to negotiate a price for 4 wire PRI to multiplexor cross connect with AT&T.	

	Monthly Rates				Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l	Inter Zone
Network Interface Device (NID)	N/A	N/A	N/A		$30.67	$15.34	
Disconnect Loop from inside wiring, per NID							
Unbundled Loops							
2-Wire Analog	$12.71	$20.71	$33.29	$18.23	$26.07	$11.09	
Conditioning for dB Loss	$6.63	$6.63	$6.63	$6.63	$22.76	$8.58	
4-Wire Analog	$19.79	$35.35	$61.16	$30.08	$28.77	$11.09	
2-Wire Digital	$25.79	$42.10	$58.44	$41.44	$57.77	$30.22	
4-Wire Digital	$101.18	$106.06	$107.89	$101.39	$136.63	$53.94	
Loop Cross Connects without Testing							
To Collocation							
2 wire analog	$0.31	$0.31	$0.31	$0.31	$19.96	$12.69	
4 wire analog	$0.63	$0.63	$0.63	$0.63	$25.38	$17.73	
2 wire Digital ISDN-BRI	$0.31	$0.31	$0.31	$0.31	$19.96	$12.89	
4 wire Digital DS1	$0.00	$0.00	$0.00	$0.00	$34.48	$28.57	
To Switch Port							
2 wire analog	$0.00	$0.00	$0.00	$0.00	$61.55	$51.95	
4 wire analog	$0.00	$0.00	$0.00	$0.00	$74.00	$62.55	
2 wire Digital ISDN-BRI	$0.00	$0.00	$0.00	$0.00	$61.55	$51.95	
4 Wire Digital (DS1 or ISDN-PRI)	$0.00	$0.00	$0.00	$0.00	$74.00	$62.55	
To DCS							
2 wire analog	$0.40	$0.40	$0.40	$0.40	$100.55	$80.45	
4 wire analog	$0.80	$0.80	$0.80	$0.80	$105.65	$85.60	
2 wire Digital ISDN-BRI	$0.40	$0.40	$0.40	$0.40	$100.55	$80.45	
4 Wire Digital (DS1 or ISDN-PRI)	$11.55	$11.55	$11.55	$11.55	$120.00	$100.95	
Loop Cross Connects with Testing							
To Collocation							
2 wire analog	$1.89	$1.89	$1.89	$1.89	$35.83	$29.44	
4 wire analog	$3.77	$3.77	$3.77	$3.77	$41.63	$35.73	
2 wire Digital	$1.89	$1.89	$1.89	$1.89	$35.83	$29.44	

	Monthly Rates				Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l	Inter Zone
4 Wire Digital	$9.00	$9.00	$9.00	$9.00	$60.04	$41.06	
To Multiplexer/Interoffice							
2 wire analog	$4.03	$4.03	$4.03	$4.03	$52.24	$45.85	
4 wire analog	$5.19	$5.19	$5.19	$5.19	$60.47	$54.57	
2 wire BRI	$6.31	$6.31	$6.31	$6.31	$52.24	$45.85	
4 Wire DS1	$11.31	$11.31	$11.31	$11.31	$84.30	$80.90	
To Switch Port							
2 wire analog	$0.00	$0.00	$0.00	$0.00	$56.55	$47.95	
4 wire analog	$0.00	$0.00	$0.00	$0.00	$64.95	$55.50	
2 wire Digital	$0.00	$0.00	$0.00	$0.00	$64.95	$56.85	
4 Wire Digital	$11.55	$11.55	$11.55	$11.55	$106.75	$99.00	
To DCS							
2 wire analog	$0.40	$0.40	$0.40	$0.40	$100.55	$80.45	
4 wire analog	$0.80	$0.80	$0.80	$0.80	$105.65	$85.60	
2 wire Digital	$0.40	$0.40	$0.40	$0.40	$100.55	$80.45	
4 Wire Digital	$11.55	$11.55	$11.55	$11.55	$120.00	$100.95	
Subloop Unbundling							
8dB Feeder	$5.56	$7.27	$10.10	$7.01	ICB	ICB	
BRI Feeder	$20.93	$31.28	$39.33	$32.58	ICB	ICB	
DS1 Feeder	$67.80	$67.56	$70.99	$67.68	ICB	ICB	
8dB Distribution	$6.98	$13.35	$23.34	$11.05	ICB	ICB	
BRI Distribution	$9.92	$16.29	$26.26	$14.00	ICB	ICB	
DS1 Distribution	$4.97	$10.48	$21.80	$6.60	ICB	ICB	
Subloop Cross Connect							
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	
Customized Routing	ICB	ICB	ICB	ICB	ICB	ICB	
Blocking/Screening	ICB	ICB	ICB	ICB	ICB	ICB	

	Monthly Rates				Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l	Inter Zone
Local Switching							
Port Charge Per Month							
Analog Line Port	$1.74	$1.97	$2.47	$2.25	$39.37	$35.27	
ISDN-BRI Port	$5.56	$5.56	$5.56	$5.56	$6.47	$3.53	
Analog DID Trunk	$13.55				$64.00	N/A	
Analog DID Trunk		$14.45			$69.47	N/A	
Analog DID Trunk			$10.60		$59.76	N/A	
Analog DID Trunk				$15.12	$62.01	N/A	
ISDN-PRI Trunk Port	$165.85	$165.85	$165.85	$165.85	$214.53	$98.53	
DS1 Trunk Port	$132.14				$162.38	$24.76	
DS1 Trunk Port		$126.71			$162.44	$24.83	
DS1 Trunk Port			$58.04		$160.47	$22.86	
DS1 Trunk Port				$140.35	$164.98	$27.36	
I/O Port	ICB	ICB	ICB	ICB	ICB	ICB	
EAS Port Additive	$24.80	$24.80	$24.80	$24.80	N/A	N/A	
Usage - per Minute of Use							
Local Switching							
Temporary (see Appendix Pricing UNE, Section 5.3)							
Within the Same Central Office Per Originating MOU	$0.001988	$0.002391	$0.003444	$0.002934	N/A	N/A	
Between Different Central Offices Per Originating MOU	$0.004633	$0.005569	$0.007748	$0.006490	N/A	N/A	
Standard (see Appendix Pricing UNE, Section 5.2)							
Per Originating or Terminating MOU	$0.001988	$0.002391	$0.003444	$0.002934	N/A	N/A	
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	

	Monthly Rates				Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l	Inter Zone
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					$33.10	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)					$19.25	N/A	

Basic Electonic Key Terminal Service (EKTS)
Basic EKTS provides:
Bridged Call Exclusion
Bridging
Call Forwarding Don't Answer
Call Forwarding Interface Busy
Call Forwarding Variable
Message Waiting Indicator

	Monthly Rates				Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l	Inter Zone
Speed Call (Long)							
Speed Call (Short)							
Three-way Conference Calling							
Call Appearance Call Handling (CACH) EKTS					$23.60	N/A	
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)							

	Monthly Rates				Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l	Inter Zone
Backup D Channel (per PRI)					$63.85	N/A	
Calling Number Delivery (per PRI)					$2.65	N/A	
Dynamic Channel Allocation (per PRI)					$12.85	N/A	
DID #s - see Analog DID Trunk Port Features					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 DIDTrunk Port Features		
Centrex-like System Charges							
Centrex-like System Options							
System Initial Establishment per Serving Office - Analog Only					$717.70	N/A	
System Initial Establishment per Serving Office - Analog/ISDN BRI mix					$717.70	N/A	
System Initial Establishment per Serving Office - ISDN BRI Only					$304.95	N/A	
System Subsequent Change per Serving Office - Analog only system					$152.40	N/A	
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system					$198.75	N/A	
System Subsequent Change per Serving Office - ISDN BRI only system existing ISDN BRI only system					$198.75	N/A	
System Subsequent Conversion per Serving Office - Add Analog to to existing ISDN BRI only system					$500.45	N/A	
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only system					$198.75	N/A	
Analog Line Port (ALP) Features for Unbundled Centrex							
Standard feature initialization per Analog Line Port					$5.40	N/A	
Individual Features (per feature per port):					$6.15	N/A	
Automatic Callback Calling/Business Group Callback					$6.15	N/A	

	Monthly Rates				Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l	Inter Zone
Call Forwarding Variable/Business Group Call Forwarding Variable					$6.15	N/A	
Call Forwarding Busy Line					$6.15	N/A	
Call Forwarding Don't Answer					$6.15	N/A	
Call Hold					$6.15	N/A	
Call Pickup					$6.15	N/A	
Call Transfer - All Calls					$6.15	N/A	
Call Waiting - Intragroup/Business Group Call Waiting					$6.15	N/A	
Call Waiting - Originating					$6.15	N/A	
Call Waiting - Terminating					$6.15	N/A	
Class of Service Restriction - Fully Restricted					$6.15	N/A	
Class of Service Restriction - Semi Restricted					$6.15	N/A	
Class of Service Restriction - Toll Restricted					$6.15	N/A	
Consultation Hold					$6.15	N/A	
Dial Call Waiting					$6.15	N/A	
Directed Call Pickup - Non Barge In					$6.15	N/A	
Directed Call Pickup - With Barge In					$6.15	N/A	
Distinctive Ringing and Call Waiting Tone					$6.15	N/A	
Hunting Arrangement - Basic					$6.15	N/A	
Hunting Arrangement - Circular					$6.15	N/A	
Speed Calling Personal (short list)					$6.15	N/A	
Three Way Calling					$6.15	N/A	
Voice/Data Protection					$6.15	N/A	
ISDN BRI Port Features for Unbundled Centrex							
Network Transport Option(s) - Required:							
Circuit Switched Voice (CSV) per B Channel					$19.50	N/A	
Circuit Switched Data (CSD) per B Channel					$19.50	N/A	
Standard feature initialization per ISDN BRI Device					$5.40	N/A	
Individual features (per feature per B Channel)							
Additional Call Offering for CSV					$6.15	N/A	
Automatic Callback Calling					$6.15	N/A	
Call Forwarding Busy Line					$6.15	N/A	

	Monthly Rates				Nonrecurring Charge		
	Zone 1	**Zone 2**	**Zone 3**	**Zone 4**	**Initial**	**Add'l**	**Inter Zone**
Call Forwarding Don't Answer					$6.15	N/A	
Call Forwarding Variable					$6.15	N/A	
Call Hold					$6.15	N/A	
Call Pickup					$6.15	N/A	
Call Transfer - All Calls					$6.15	N/A	
Class of Service Restriction - Fully Restricted					$6.15	N/A	
Class of Service Restriction - Semi Restricted					$6.15	N/A	
Class of Service Restriction - Toll Restricted					$6.15	N/A	
Consultation Hold					$6.15	N/A	
Dial Call Waiting					$6.15	N/A	
Directed Call Pickup - Non Barge In					$6.15	N/A	
Directed Call Pickup - With Barge In					$6.15	N/A	
Distinctive Ringing					$6.15	N/A	
Hunting Arrangement - Basic					$6.15	N/A	
Hunting Arrangement - Circular					$6.15	N/A	
Speed Calling Personal (short list)					$6.15	N/A	
Three Way Calling					$6.15	N/A	
Tandem Switching per minute of use	$0.001510	$0.001510	$0.001510	$0.001510	N/A	N/A	
Unbundled Common Transport							
Common Transport per Minute of Use	$0.000204	$0.000334	$0.000407	$0.000169	N/A	N/A	.000353
Dedicated Transport							
Entrance Facility*							
DS1	154.71	154.71	154.71	154.71	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.

Interoffice Transport							
DS 1 Dedicated Transport I/O First Mile	$57.49	$86.96	$92.07	$48.70	$184.84	$118.14	$100.36

	Monthly Rates				Nonrecurring Charge		
	Zone 1	**Zone 2**	**Zone 3**	**Zone 4**	**Initial**	**Add'l**	**Inter Zone**
DS 1 Dedicated Transport I/O Additional Mile	$0.62	$1.67	$1.60	$0.19	$184.84	$118.14	$0.97
DS 3 Dedicated Transport I/O First Mile	$925.21	$1,824.14	$2,052.06	$789.13	$203.10	$135.06	$2,361.66
DS 3 Dedicated Transport I/O Additional Mile	$15.64	$56.45	$97.60	$17.32	$203.10	$135.06	$25.87
OC3 Dedicated Transport I/O First Mile	ICB	ICB	ICB	ICB	ICB	ICB	ICB
OC 3 Dedicated Transport I/O Additional Mile	ICB	ICB	ICB	ICB	ICB	ICB	ICB
OC12 Dedicated Transport I/O First Mile	ICB	ICB	ICB	ICB	ICB	ICB	ICB
OC 12 Dedicated Transport I/O Additional Mile	ICB	ICB	ICB	ICB	ICB	ICB	ICB
OC 48 Dedicated Transport I/O First Mile	ICB	ICB	ICB	ICB	ICB	ICB	ICB
OC 48 Dedicated Transport I/O Additional Mile	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Dedicated Transport Cross Connect							
DS1	$12.00	$12.00	$12.00	$12.00	$99.00	$95.00	
DS 3	$30.08	$30.08	$30.08	$30.08	$54.98	$42.90	
OC3	ICB	ICB	ICB	ICB	ICB	ICB	
OC12	ICB	ICB	ICB	ICB	ICB	ICB	
OC48	ICB	ICB	ICB	ICB	ICB	ICB	
Digital Cross-Connect System							
DCS Port Charge							
DS0	$12.00	$12.00	$12.00	$12.00	$20.00	N/A	
DS1	$45.14	$45.14	$45.14	$45.14	$43.00	N/A	
DS3	$490.05	$490.05	$490.05	$490.05	$32.00	N/A	
DCS Establishment Charge	N/A	N/A	N/A	N/A	$1,722.00	N/A	
Database Modification Charge	N/A	N/A	N/A	N/A	$80.00	N/A	
Reconfiguration Charge	N/A	N/A	N/A	N/A	$1.25	N/A	
Multiplexing							
Voice Grade to DS1	$180.00	$180.00	$180.00	$180.00	$260.00	$161.00	
DS1 to DS3	$815.00	$815.00	$815.00	$815.00	$1,372.00	$813.00	
SS7 Links - Cross Connect							
STP to Collocation Cage - DS0	$74.20	$74.20	$74.20	$74.20	$299.00	$202.45	
STP to Collocation Cage - DS1	$53.65	$53.65	$53.65	$53.65	$257.00	$174.45	
STP to SWBT MDF - DS0	$74.20	$74.20	$74.20	$74.20	$299.00	$202.45	
STP to SWBT DSX Frame - DS1	$53.65	$53.65	$53.65	$53.65	$257.00	$174.45	

	Monthly Rates				Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l	Inter Zone
Signaling and Call Related Databases		**See Dedicated Transport**					
STP Access Connection - 1.544 Mbps		**Entrance Facility - DS1** **Interoffice Transport - DS1** **Cross Connect - DS1**					
SS7 Port*	$480.61				$217.14*	N/A	
SS7 Transport							
Per Octet	$0.0000007				N/A	N/A	
Per Call	$0.0001400	based on 200 octets per call			N/A	N/A	
Toll Free Calling Database Query							
Simple	$0.000254				N/A	N/A	
Complex (includes Simple rate plus Call Destination and Handling)	$0.000288				N/A	N/A	
CNAM Service Query	$0.000304				N/A	N/A	
LIDB Validation Query (Calling Card & BNS)	$0.000449				$108.55		
Query Transport (applies to all query types)	$0.0001	per query			N/A		
*Includes NRC for STP port termination, signaling point code, and global title translation							
LIDB Service Order					$108.55		
Directory Assistance							
Directory Assistance	$.401 / Call						
Directory Assistance Call Completion (DACC)	$0.24 / Call						
Directory Assistance Listing	$.0585 / Listing						
Operator Work Seconds	$.02 / Second						
Fully Automated - Per Call	$.173 / Completed Call						
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 branded call**		$0.0200					

	Monthly Rates				Nonrecurring Charge		
	Zone 1	**Zone 2**	**Zone 3**	**Zone 4**	**Initial**	**Add'l**	**Inter Zone**
Rate per initial load		$2,325.00					
Rate per subsequent changes to brand		$2,325.00					

** Rates,not applicable when SWBT OS/DA services are provided if AT&T is facilities based with its own NXX and calls are sent to SWBT's OS/DA platform via a dedicated trunk group.

	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l	Inter Zone
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				
Operations Support Systems (OSS)							
System Access		$3,345.00	per month				
Remote Access Facility							
Direct Connection		$1,580.00	per port per month				
Dial-up Connection		$316.00	per port per month				
Service Order Charges - Unbundled Element							
CLEC Conversion Charge					$5.00	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						TBD	TBD
Due Date Cancellation or Change						TBD	TBD
Dark Fiber							
Fiber Termination	$4.50	$4.50	$4.50	$4.50	$42.52	$28.41	
Fiber, per strand, per foot	$0.002085	$0.003156	$0.004752	$0.002085			
Cross Connect	$47.00	$47.00	$47.00	$47.00	$100.00	$70.00	
Records Research	TBD	TBD	TBD	TBD	TBD	TBD	

	Monthly Rates				Nonrecurring Charge		
	Zone 1	Zone 2	Zone 3	Zone 4	Initial	Add'l	Inter Zone
Maintenance of Service Charges		Initial	Add'l				
Basic Time		$30.93	$21.32	per 1/2 hr. or fraction thereof			
Overtime		$36.35	$26.73	per 1/2 hr. or fraction thereof			
Premium Time		$41.77	$32.15	per 1/2 hr. or fraction thereof			
Time and Materials Charges							
Basic Time		$30.93	$21.32	per 1/2 hr. or fraction thereof			
Overtime		$36.35	$26.73	per 1/2 hr. or fraction thereof			
Premium Time		$41.77	$32.15	per 1/2 hr. or fraction thereof			
NonProductive Dispatch Charges							
Basic Time		$30.93	$21.32	per 1/2 hr. or fraction thereof			
Overtime		$36.35	$26.73	per 1/2 hr. or fraction thereof			
Premium Time		$41.77	$32.15	per 1/2 hr. or fraction thereof			
AIN	ICB	ICB	ICB	ICB	ICB	ICB	
Performance Data	TBD	TBD	TBD	TBD	TBD	TBD	

SOUTHWESTERN BELL TELEPHONE COMPANY/AT&T
MISSOURI
OCTOBER 1, 1997

Reciprocal Compensation for termination of Local Traffic:

	Zone 1	Zone 2	Zone 3	Zone 4
Tandem Switching Per MOU	.001510	.001510	.001510	.001510
Common Transport Per MOU	.000204	.000334	.000407	.000169
Local Switching Per MOU	.001988	.002391	.003444	.002934

Reciprocal Compensation for Transit Traffic:

	Zone 1	Zone 2	Zone 3	Zone 4
Tandem Switching Per MOU	.001510	.001510	.001510	.001510
Common Transport Per MOU	.000204	.000334	.000407	.000169

Reciprocal Compensation for Termination of Optional Traffic:

Optional Calling Area Compensation (OCA) $0.0160 per MOU

Compensation for "Porting" 2-Way Optional Calling Area Number:

Compensation per ported telephone number $12.40

NXX Migration:

NXX Migration Charge $10,000 per NXX

OTHER RATE ELEMENTS	Proposed Rate
Billing, Collecting, Remitting (BCR) per Local Message	$0.08
BCR per Interstate Local Message	$0.05
Clearinghouse per Originating Message	$0.02
Clearinghouse per End User Message Billed	$0.05
Recording per Record	$0.01
Assembly and Editing per Message	$0.005
Rating per Message	$0.005
Message Processing per Message	$0.005
Provision of Message Detail per Record	$0.003
Source Information per Record – Meet Point Bill applicable	$0.0115
Source Information per Record – Meet Point bill not applicable	$0.023
Hosting Company Network per Billable Message – Full Status RAO Company	$0.002

National CMDS Network per Billable Message – Full Status RAO Company	$0.005
Hosting Company Network per Billable Message – Non-Full Status RAO Company	$0.007
National CMDS Network per Billable Message – Non-Full Status RAO Company	$0.01
Delivery per Record Charge per Billable Message – Non-Full Status RAO Company	$0.003
White pages	
Mutual Licensing/Compensation per DA Listing per listing load	$0.0585
Non-Pub Emergency Service	$2.10 per call
Local Disconnect Report per working telephone number (includes transmission)	$0.10
Fees for administrative approval of pole attachments and Conduit space	$250.00
Incollect Message Credit per message	$0.05
Incollect Message Transmission per message	$0.003
Message Detail Record per message	$0.003
Rate/Reference Information (DA/OS) for Resale	
Initial Rate Load	$3,850.00
Subsequent Rate Load	$2,850.00
Subsequent Reference Load	$2,850.00
Branding (DA/OS) for Resale	
Initial Load	$2,325.00
Subsequent Load	$2,325.00
Per Call	$.02
Resale Conversion	
Electronic	$5.00
Manual	$12.90
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
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

E911 Feature Configuration	Monthly Charge Per 1000 Access Lines	Nonrecurring Charge Per 1000 Access Lines
Automatic Number Identification		
-SWBT PSAP	$10.00	$80.00
-non-SWBT PSAP	$10.00	$80.00
Combined Automatic Number Identification		
-SWBT PSAP	$51.60	$85.00
-non-SWBT PSAP	$51.60	$85.00
Combined Automatic Number and Automatic		
-SWBT PSAP	$83.60	$85.00
-non-SWBT PSAP	$83.60	$85.00
Combined Automatic Number Automatic Location Identification And Selective Routing		
-SWBT PSAP	$83.60	$85.00
-non-SWBT PSAP	$83.60	$85.00
Truck Charge - Channel (Each)		
Monthly Recurring		$85.00 per trunk
Nonrecurring		$170.00 per trunk

Interim Number Portability

The Parties will comply with all effective FCC, Commission and/or court Orders governing INP cost recovery and compensation. The Parties acknowledges that the Telephone Number Portability Order is subject to pending Petitions for Reconsideration and may be subject to appeal. As such, the Number Portability Order may be reconsidered, revised and remanded, or vacated, subject to further proceedings before the FCC. As such, until a final decision is rendered on INP cost recovery, the Parties agree to track the costs associated with the implementation and provision of INP and to "true-up" INP-related accruals to reflect the final terms of any such order.

Neither Party waives its rights to advocate its views on INP cost recovery, or to present before any appropriate regulatory agency or court its views on FCC or Commission actions pertaining to INP cost recovery.

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

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
1. SWBT Statement of Issue: Should AT&T be allowed to utilize local interconnection to circumvent access charges? AT&T Statement of Issue: Whether interconnection between AT&T and SWBT's network should be designed to promote Network Efficiency for the competitive industry by reflecting least-cost, most efficient network design principles?	Yes. This issue is the overall policy issue to be decided. The specific implementation issues related to this overarching issue are listed and discussed below with specific contract language.		No. The interconnection trunking negotiated between the parties is being established to connect two networks for mutual exchange of local traffic. What AT&T proposes in these issues is not "network efficiency" but instead is simply another attempt to avoid access charges.	
2. Flexibility in Establishing Trunk Groups: SWBT Statement of Issue: Should SWBT be compelled to carry AT&T's local intraLATA, and interLATA traffic in a single trunk group if to do so would allow AT&T to avoid its obligation to pay access charges for its interexchange traffic? AT&T Statement of Issue: Should AT&T be allowed to combine all forms of traffic on its trunks, rather than creating (and paying for) underutilized, redundant facilities?	The FCC order made it clear that UNEs may be used for exchange access services. The FCC has recognized that section 251 (c) (3) of the Act permits requesting telecommunications carriers to purchase UNEs for the purpose of offering exchange access services, or for the purpose of providing exchange access services to themselves in order to provide interexchange services to consumers. FCC Order, para. 356. SWBT seeks to limit AT&T's use of UNES by requiring that traffic continues to be segmented as it has traditionally been: Local and intraLATA on one trunk group, with interLATA traffic (previously segregated as "access traffic") on a separate trunk group. It is important for AT&T to be able to utilize full functionality of trunking arrangements when interconnecting its network to SWBT. In the process of implementing	**Attachment 11** **1.X <u>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 the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic</u>.** 2.X **<u>InterLATA Toll</u>**, Local Traffic and IntraLATA Interexchange (Toll) Traffic: 2.X AT&T Originating (AT&T to	AT&T seeks to compel SWBT to make available a single trunk group to carry local, intraLATA and InterLATA traffic. The purpose of this request is to avoid the payment of access charges on inter-exchange traffic. The AT&T proposal should be rejected for five principal reasons: First, this issue was addressed in the original arbitration by Mr. Bailey, where he explained why it would be inappropriate to change the method of applying intrastate access charges at this time. His testimony cites the FCC's <u>Interconnection Order</u>, which says in ¶1034 that reciprocal compensation provisions for transport and termination of traffic "*do not apply to the transport and termination of interexchange traffic.*" Second, AT&T seeks to avoid the payment of access charges for its interexchange traffic. This result is contrary to Section 252(g) of the Act and the FCC's <u>Interconnection Order</u>. In the Order (¶¶ 30, 358), the FCC made it clear that the collection of	SWBT proposes no new language. This issue was agreed to by AT&T and SWBT and is covered by Attachment 11:NIA, Appendix ITR of the existing interconnection agreement. Access Toll Connecting Traffic, Local Traffic and IntraLATA Interexchange (Toll) Traffic: Access Toll Connecting Traffic and IntraLATA toll traffic may be combined

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	interconnection between AT&T and SWBT networks, SWBT has resisted AT&T's attempts to optimize its network by allowing all types of traffic on a trunk group. Currently, SWBT is unable to measure different types of traffic on a given trunk group; it expects to be able to perform those measurements by the end of the year. Prior to the end of the year, SWBT seeks to use this lack of capability as a roadblock to efficient networks; it requests AT&T to build separate trunk groups for interLATA traffic, rather than utilizing a PLU (Percent Local Usage factor). By the end of the year, SWBT expects to be able to measure this traffic. However, even when it has billing capability to match the potential full utilization of mixed traffic on trunks, SWBT restricts the introduction of interLATA toll into the mix except in the limited case of " Access Toll Connecting Traffic". Access Toll Connecting Traffic is traffic that crosses SWBT's network to connect to an IXC. This function, while important, is but a portion of the total interLATA traffic. It has become apparent that SWBT attempts to restrict AT&T's use of trunk groups and require AT&T to establish inefficient, redundant trunk groups. SWBT may have already been too successful in its efforts; AT&T teams seeking to implement Interconnection in Texas were told that that SWBT's access tandems are becoming "full": yet another barrier to entry for AT&T. AT&T seeks to implement an efficient, flexible network in the following ways:	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	access charges by a LEC from an IXC *was not to change*. AT&T is still obligated to pay access charges for its interexchange traffic. By seeking to require a single trunk for local, intraLATA and interLATA traffic, AT&T would make it impossible for SWBT to accurately charge and collect access charges for the interexchange portion of the traffic over that trunk. Access for AT&T's interexchange traffic to SWBT's network continues to be available through SWBT's access tariff. AT&T proposes a percent local usage factor approach as a "solution" to this problem. SWBT has seen this factor approach in the access world where it has not been uncommon to see 100% of the traffic allocated to the lower rate. In addition, AT&T's proposal would require SWBT completely to redesign its industry standard billing systems beyond any requirement of the Act. Third, AT&T seeks to force SWBT to share the cost of AT&T's connections with its interexchange facilities. In its access tariffs, SWBT includes a facilities charge by which an IXC like AT&T pays for all the facilities necessary for its interexchange connections. On the other hand, when an interconnection for AT&T's *local* traffic is made, the cost of the facilities is shared by the interconnecting carriers. For example, the FCC has required facility arrangements such as "meet points", which involve shared costs. Fourth, AT&T's position ignores the fact that SWBT has local tandems in some market areas. These local tandems were placed as the most efficient means to handle "local" traffic	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 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 and intraLATA 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. (SWBT opposes inclusion of AT&T's language.)

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	AT&T seeks to utilize its existing network interconnections, where spare facilities are available, to provide trunking for all types of calls: local, intraLATA, and interLATA. AT&T seeks to combine InterLATA, IntraLATA, and Local traffic on a single trunk group. SWBT has indicated that it will be able to recognize and account for different trunking types by the end of 1997. AT&T has requested that this arrangement be captured in contract terms. AT&T seeks, prior to the end of 1997 (as indicated above), to be able to combine InterLATA, IntraLATA, and local traffic on a single trunk group by using a "PLU", or percentage of local use factor, similar to the "PIU/LUP" ("percent interstate usage/local usage percentage) factor used today in SWBT's relationship to AT&T as an access provider. SWBT's current position would require AT&T to: 1. Buy new facilities, rather than utilize spare capacity on existing facilities. 2. When setting up new trunking arrangements, buy separate and, at least during startup, underutilized trunk groups for InterLATA traffic than would be used for InterLATA and local traffic. SWBT has already agreed to mix IntraLATA and local traffic, and the reason for their reluctance here to add InterLATA traffic to the mix is not clear.	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, **<u>and interLATA toll</u>** 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. **<u>This arrangement is subject to the timeframes referenced in Section 1.X.</u>**	and to de-load access tandems. SWBT uses these local tandems for all of its local traffic and requires that LSPs also send their local traffic to this local tandem. AT&T is requesting preferential consideration in this matter, whereas SWBT is obligated to provide non-discriminatory treatment of all LSPs. AT&T knows that it will be able to shift its interconnection cost to SWBT by demanding that a single interconnection facility be used for *both local service and interexchange* traffic. This is so because AT&T can thus take advantage of SWBT's obligation to share in the cost of that interconnection. Meanwhile, AT&T can migrate its interexchange traffic to the jointly funded facility and away from the interexchange facility for which it is solely responsible. AT&T's proposal is an effort to work around the provisions of Section 251(g) and the cited sections of the FCC's <u>Interconnection Order</u>. These provisions make it abundantly clear that AT&T remains obligated to pay access rates for its interexchange traffic and for the facilities necessary to deliver that traffic to SWBT. Forcing SWBT to carry all AT&T traffic over a single trunk would allow AT&T to avoid this obligation. AT&T's proposal also is an attempt to circumvent the existing access charge structure as provided in the Commission's Arbitration Order. AT&T's proposal thus must be rejected as contrary to the Commission's Arbitration Order, the Federal Act and the State Act. Fifth, the recent Eighth Circuit Court	

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	Although SWBT may apply these inefficient network designs to its own network it should not be allowed to require AT&T to use these inefficient designs in its network. The implementation teams continue to work these issues; however, as of the date of the filing of this language, SWBT's position would force AT&T to create redundant and inefficient networks. The Missouri Commission should rule in AT&T's favor in order to expedite the process of bringing local competition to the State of Missouri. In order to become a facilities based provider, AT&T must utilize its resources to combine traffic (in ways consistent with the Act and applicable laws). One efficient and effective possibility is to carry local and interLATA traffic on one trunk group when providing service to our customers. AT&T's proposed language should be included in order to avoid the inefficient trunking arrangements proposed by SWBT. SWBT's proposed trunking would only serve to increase costs to AT&T and to AT&T's end user customers.		decision supports SWBT's position.	

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

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reasons why language should be included or excluded	SWBT Language
1. <u>Mutual Compensation:</u> When in a UNE environment, must AT&T pay the mutual compensation charge or the UNE rate for common transport.	AT&T should <u>only</u> be required to pay the UNE rate for common transport. AT&T should be able to function as a local carrier does in determining applicable compensation. In a facilities environment, the Parties have agreed at what point the networks will interconnect for the hand- off of traffic (e.g. interconnecting at a tandem or at the end office). In a UNE environment, AT&T wants the ability to use common transport to terminate calls to all other LSPs, including SWBT in the same manner that a facilities-based carrier would terminate calls. There is no logical basis for treating transport differently based upon whether AT&T is using UNE or its own facilities. If AT&T uses common transport, purchased as a UNE, AT&T would not pay mutual compensation for that traffic just as a facilities-based LSP would not pay mutual compensation for such traffic. However, SWBT wants to change mutual compensation in lieu of charging common transport.	**<u>Attachment 12</u>** **2.X <u>The originating Party will determine at what point it will hand off the call to the terminating Party</u>**.	AT&T must pay common transport. AT&T apparently is attempting to arbitrage what it pays SWBT for use of SWBT facilities by "declaring" at what point it will hand off its traffic using SWBT facilities. AT&T also confuses common transport (used by multiple carriers) with dedicated transport, which does involve determination of the point of termination.	(SWBT opposes inclusion of AT&T's language.)
2. <u>Access traffic:</u> (i) Whether both interstate and intrastate traffic should be compensated at the applicable access rates; (ii) whether Optional Calling Area traffic should be included in this category.	(i) Yes, AT&T believes that applicable tariff rates should apply to both interstate and intrastate traffic. (ii) No, Optional Calling Area traffic should not be subject to the access tariff rates but should be subject to the mutual compensation rates established in Section 5.X. The current language specifically addresses interstate interLATA intercompany traffic. <u>Intrastate</u>	**<u>Attachment 12</u>** 6.X For interstate **<u>and intrastate</u>** interLATA traffic **<u>and intraLATA traffic (post dual PIC)</u>**, compensation for termination of intercompany traffic will be at access rates as set forth in each Party's own applicable interstate **<u>or intrastate</u>** access tariffs. **<u>When such traffic is contained in Optional Calling Areas, compensation will be applied pursuant to Section 5.X above.</u>**	(i) SWBT agrees that both applicable tariff rates should apply to both interstate and intrastate traffic. SWBT objects, however, to the inclusion of the phrase "post dual PIC." AT&T apparently is seeking avoidance of applicable access charges during the "pre dual PIC" environment.	(SWBT opposes inclusion of the phrase "post dual PIC" in this paragraph).

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reasons why language should be included or excluded	SWBT Language
	interLATA traffic is not currently specifically referred to in this Compensation Attachment but should be included in this section. Also, intraLATA, specifically post dual PIC, should also be included. AT&T's language is attempting to clarify the traffic that will be subject to the access tariff rates. Section 5.X of Attachment 12, Compensation, addresses Optional Calling Area Traffic. As mentioned in issue above, the mutual compensation rates for Optional Calling Area compensation are to be determined by the PUC. Therefore, this language clarifies that access rates will not apply when traffic is contained in such Optional Calling Areas. This issue was clearly arbitrated and the language in this section is to clarify for what traffic the tariffed access rates will be applicable.			
3. <u>Compensation:</u> Whether the provisions of this Attachment apply in administering compensation in both an Unbundled Network Environment (UNE) environment, as well as in a Facilities-based environment.	AT&T's bolded and underlined language indicates that this attachment, which governs reciprocal compensation arrangements between the parties, applies both when AT&T owns its own facilities and when it purchases unbundled Network Elements. SWBT's network is designed such that virtually all traffic will be routed to a tandem. Because of the difference in price, routing to an End Office vs. Tandem switching, SWBT has an unfair advantage because of it's poor network design. For AT&T to be at parity with SWBT, AT&T would need to design an	**<u>Attachment 12</u>** 1.X For purposes of compensation under this Agreement, the telecommunications traffic traded between AT&T and SWBT will be classified as either Local Traffic, Transit Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, FGA Traffic, or Cellular Traffic. The compensation arrangement for terminating calls from a Cellular provider (as defined in Appendix Cellular) to AT&T or SWBT end users is set forth in Appendix Cellular, attached hereto and incorporated by	Not all the provisions are applicable to this Attachment in a UNE environment (e.g. SWBT will maintain the toll until this is dual PIC).	SWBT proposes the additional language should read: The provisions of this attachment apply to calls originated over the originating carrier's facilities or unless otherwise provided in this Agreement over Unbundled Network Elements.

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reasons why language should be included or excluded	SWBT Language
	inefficient network similar to theirs which would in turn cause the consumers to fund this inefficiency with higher rates. There is no basis for distinguishing between facilities-based traffic and unbundled network element traffic when determining whether the traffic is local, transit, intraLATA, interLATA, FGA or cellular traffic. Accordingly, AT&T's proposed language should be included.	reference. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. **<u>The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over unbundled Network Elements</u>**. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale services.		
4. Compensation: <u>SWBT's Statement of Issue:</u> Should AT&T receive both tandem switching and end office switching compensation when AT&T's end office performs functions similar to SWBT's tandem switch? Whether SWBT should be required to pay tandem interconnection rates if AT&T's end office switch functions as a tandem switch	The bolded and underlined language should be included to indicate that as AT&T's capability expands to function as the tandem, the applicable charges would apply to SWBT. If AT&T provides the switch and the switch is functioning as a tandem switch, the applicable mutual compensation provisions should apply. The fact that AT&T is purchasing other UNE elements from SWBT does not change the function of AT&T's switch. It is either functioning on a tandem switch or an end office switch. SWBT's position seems to be that mutual compensation would not apply if AT&T purchased other UNE elements from SWBT, leading to the illogical and incorrect conclusion that the functioning of AT&T's switch should be ignored.	**<u>Attachment 12</u>** **<u>3.X Transport and termination rates will vary according to whether the traffic is routed through a tandem switch or directly to the end office switch. The transport and termination rates assessed on the originating carrier should reflect the functions performed by the terminating carrier in transporting and terminating the calls. To the extent new technologies such as fiber ring or wireless network enable AT&T's end office switch to perform functions similar to those performed by SWBT's tandem switch and thereby to serve a geographic area comparable to that served by SWBT's tandem switch the transport and termination rates for all calls terminated to AT&T's switch will be the rates for tandem switching.</u>**	AT&T's proposed language would allow Tandem Switching Compensation, in addition to End Office Switching Compensation, for functions performed only at an AT&T end office. Tandem Switching Compensation should only be available when a Tandem Switch is utilized. Tandem Switching is jointly defined in this Agreement by SWBT and AT&T as "trunk connection facilities," including but not limited to the connection between trunk termination as a cross-connect panel and a switch trunk card, (2) the basis switching function of connecting trunks to trunks; and (3) all technical feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.	(SWBT opposes the inclusion of AT&T's language).

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reasons why language should be included or excluded	SWBT Language
		<u>tandem transport, and end office switching. However, if AT&T's switch is able to serve the same geographic areas as SWBT's tandem switch only by virtue of being connected to SWBT's tandem switch, AT&T will not charge SWBT the tandem interconnection rates because AT&T's end office switch is not performing any functions equivalent to those performed by SWBT's tandem switch.</u>		
5. <u>Wireless Tariffs</u>: Whether AT&T is entitled to use its own tariffs for purposes of revenue distribution	This language was agreed to in Texas and is not affected by the change of state boundary In Section 2.X when SWBT is the Secondary Company, the rate elements in SWBT's applicable tariffs determine the distribution of revenues. This is appropriate. But in Section 2.X, when AT&T is the Secondary Company, SWBT objects to the use of AT&T's applicable tariffs (which would then be on file) to determine the distribution of revenues. Instead, SWBT wants to use its own tariffs again. This SWBT position is baseless and illogical. AT&T's language should be included	**<u>Appendix Cellular</u>** 2.X When AT&T is the Secondary Company, distribution of revenues will be computed using the rate elements **<u>to be defined by AT&T in AT&T's tariffs applicable to cellular Interconnection</u>**	When SWBT revenue shares with AT&T, the sharing is based on SWBT's tariff rates not AT&T's tariff rates. SWBT can only charge the CMRS provider SWBT's tariff rates, not AT&T's tariff rates.	(SWBT opposes the inclusion of AT&T's language).

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

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
1. <u>Performance Criteria</u>: <u>SWBT Statement of Issue:</u> Should AT&T be allowed to impose penalties upon SWBT? <u>AT&T Statement of Issue:</u> Should "Customer - Affecting" Specified Activities be specifically identified? If so, and the activities are not administered by SWBT correctly, what penalties should apply?	Yes, AT&T maintains that it is imperative for specific customer affecting activities to be identified so that SWBT's liability for liquidated damages is clear if SWBT fails to meet its obligations as defined in Attachment 17. The Agreement should include provisions identifying "Customer-Affecting" Specified Activities and establishing when SWBT's liability for a Specified Performance Breach will commence. AT&T views performance metrics as a critical bond to ensure a service guarantee, not only concerning service between AT&T and SWBT, but also so that AT&T can commit to provide quality service to our future Missouri Local customers. This language in Attachment 17 delineates the specific activities, or functions, performed by SWBT that have a direct correlation to AT&T's ability to provide reliable telecommunication service. In the specific areas of pre-ordering, ordering and provisioning, maintenance, usage, billing, and network systems, AT&T must establish performance criteria to measure the quality and reliability of specified activities which are customer-affecting. The requested language is needed to assure that such criteria are developed and applied to SWBT's performance.	<u>**Attachment 17**</u> <u>**1.X Specified Activity means any activity performed under this Agreement as to which the Agreement sets forth Performance Criteria, or processes designed to formulate Performance Criteria as described more fully in Section 1.X below.**</u> <u>**1.X Various portions of this Agreement contain provisions covering Performance Criteria and related performance data or measures associated with Specified Activities covered by this Agreement. In some cases specific Performance Criteria and/or data have been set forth in the Agreement. In other cases (e.g., unbundled Network Elements), the Parties have agreed jointly to define Performance Criteria by a date certain. In all cases the Parties have agreed to review the same three months after AT&T first purchases the associated service or function and that SWBT will not be held accountable for a Specified Performance Breach based on such Performance until after the three month review is completed.**</u> (AT&T matrix: attached hereto pages 2 and 3 of 6 from Attachment Performance Criteria.)	SWBT has more appropriately identified those measures that are directly customer affecting and is willing to provide those measures of the service being provided to AT&T as compared to the service SWBT is providing to its customers when there is an analogous service. For those identified measures, SWBT is willing to pay liquidated damages if the level of performance is not in parity.	Specified Activity means any activity performed under this Agreement as to which the Agreement sets forth as customer affecting as described more fully below. Various portions of this Agreement contain provisions defining Performance Measurements associated with Specified Activities covered by this Agreement. In most cases the measurements outlined in this agreement will be evaluated based on parity with analogous retail services. In those cases where no analogous service exists (e.g. Provisioning intervals for Individual Unbundled Network Elements excluding loop and port combinations). In all cases the Parties have agreed to review the same three months after AT&T first purchases the associated service or function and that SWBT will not be held accountable for a Specified Performance Breach based on such Performance until after the three month review is completed. These measurements will be provided within 60 days of an approved contract. (SWBT Matrix outlining customer affecting performance measurements associated with liquidated damages - is attached as Attachment I. Southwestern Bell Telephone Company Customer Affecting Performance Measurements). (SWBT opposes the inclusion of AT&T's language.)

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	Failure to adequately provide and measure Specified Activities would result in inferior service provided to end-user customers, and jeopardize many AT&T customer relationships. As outlined above, and to further elaborate, the purpose of the language in 1.X is to establish the means for developing Performance Criteria to ensure AT&T's ability to offer parity local service to its customers. This language must be included to ensure <u>all</u> processes are measured in order to guarantee that AT&T receives service meeting the parity standards established in the Agreement. The language also establishes that AT&T will receive all the necessary data to provide world-class customer satisfaction. Under the Agreement, <u>both</u> AT&T and SWBT must provide high quality service on their respective portions of a call in order for the end-user customer to have quality service. Because of this, metrics and penalties must be established in order to "guarantee" a quality commitment on both Parties' behalf. If SWBT fails to meet the performance criteria, it should be subject to the liquidated damages provisions of the Agreement. AT&T submitted a Matrix as part of Attachment 17 that carefully outlines the key Customer Affecting Specified Activities that are critical to monitoring reliability and quality service standards. The Missouri Commission			

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	should review this matrix and understand how failure on SWBT's behalf to live up to these standards will greatly impact AT&T's ability to meet expectations of a competitive Missouri marketplace. Southwestern Bell has proposed a very different Matrix that *does not* capture all of the critical customer-affecting specified activities necessary to execute reliable local service. The more specific language proposed by AT&T should be adopted, so that Missouri consumers can be assured of at least a minimal level of quality service regardless of which competition they select as their LSP.			
2. Performance Data SWBT Statement of Issue: Should AT&T be allowed to impose performance measurements on SWBT which are costly and unnecessary? AT&T Statement of Issue: Should the contract be amended to incorporate specific UNE performance measurement requirements, developed with industry input, so that the parties are able to determine whether the elements provided to AT&T perform at parity with the elements provided by SWBT to other LSPs and to itself?	Yes. Attachment 6, Section 2.X of the proposed Interconnection Agreement incorporates this Commission's ruling on maintaining and reporting data that compares installation intervals and maintenance/response times provided by SWBT to the customers of AT&T, other LSPs, and SWBT itself. *See* Arbitration Award at p. 14. The section goes on to provide that "SWBT and AT&T will jointly define performance data to be provided to AT&T to measure whether unbundled Network Elements are provided at least equal in quality and performance that which SWBT provides to itself and other LSPs." This latter section was part of a compromise reached between the parties concerning technical	**Attachment 6** 2.X **The performance data to be measured will be according to the Supplier Performance Metrics in accordance with the Local Competitive User Group (LCUG) recommendations, and any such future LCUG revisions, which includes but is not limited to network elements, pre-ordering and provisioning, maintenance, billing, operator services/ directory assistance, as incorporated herein to this Agreement. These performance measurements will be measured and reported to AT&T on a monthly basis by SWBT for both AT&T customers and SWBT customers. The Parties will review the measures three months after AT&T's first purchase of a SWBT**	These measurements may be modified during the arbitration based on ongoing negotiations with the Department of Justice (DOJ) and LSPs. In an effort to nondiscriminatory treat all LSPs, SWBT's intent is to provide all LSPs with a uniform set of performance measurements. SWBT is willing to provide performance measures to AT&T but objects to the performance "standards" suggested in the LCUG document. Many of the standards suggested in this document would require SWBT to provide service at a level exceeding the level it currently provides to its retail customers today. In some instances, the standards outlined are excessive and unattainable. SWBT is required by the "Act" to provide parity of service but is not required to provide a level of	The performance data to be measured will be according to the SWBT performance measurements attached as Attachment II Southwestern Bell Telephone Company Performance Measurements which includes but is not limited to pre-ordering, ordering, provisioning, maintenance, billing, operator services and directory assistance as incorporated herein to this agreement. These performance measurements will be measured and reported to AT&T on a monthly basis by SWBT for both AT&T customers and SWBT customers where analogous services exist. The Parties will review the measures three months after AT&T's first purchase of a SWBT network element to determine if (1) the information meets the needs of the Parties and (2) the information can be gathered in an accurate and timely

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	performance requirements applicable to the elements themselves. During negotiations, AT&T had proposed detailed performance criteria for the elements, based on Bellcore documents and other industry standards. SWBT had categorically refused to commit that its network elements would meet any such criteria, offering instead only to provide "parity" and to meet regulatory requirements. By way of compromise, the parties agreed that the elements would conform to Technical Publications to be issued by SWBT, with opportunity for input from AT&T, and that the parties would jointly define performance data to be measured and reported in order to give some "teeth" to the parity requirement. AT&T proposes to incorporate specific performance measurements being developed by the Local Competition User's Group (LCUG), an industry group that includes competitive local exchange carriers and prospective local service providers. The supplier quality measurements developed by LCUG include measurements of network performance parity (e.g., subscriber loop loss, signal to noise ratio, dial tone delay, post dial delay), unavailability of network elements (e.g., ratio of minutes loop unavailable to total minutes), and performance of individual network elements (e.g., post dial delay for calls routed to CLEC OS/DA platforms). Use of the LCUG criteria will provide AT&T with reasonable means to determine that SWBT is meeting its commitment to	**network element to determine if (1) the information meets the needs of the Parties and (2) the information can be gathered in an accurate and timely manner. SWBT will not be held accountable for performance comparisons based on the data until after the three month review or longer as the Parties may agree.** **8.X The performance data to be measured for pre-ordering, ordering, and provisioning services will be according to the Supplier Performance Metrics in accordance with the Local Competitive User Group (LCUG) recommendations, and any such future LCUG revisions. These performance measurements will be measured and reported to AT&T on a monthly basis by SWBT for both AT&T customers and SWBT customers. If the quality of service provided to AT&T customers based on these measurements is less than that provided to SWBT customers for three consecutive months, or if the average quality of service for a six month period is less than that provided to SWBT customers for three consecutive months, or if the average quality of service for a six month period is less than that provided to SWBT customers for equivalent services. AT&T may request a service improvement meeting with SWBT.**	service to AT&T in excess of the level of service it provides to itself.	manner. SWBT will not be held accountable for performance comparisons based on the data until after the three month review or longer as the Parties may agree The performance data to be measured for pre-ordering, ordering, and provisioning services will be according to the SWBT performance measurements (Attachment II). These performance measurements will be measured and reported to AT&T on a monthly basis by SWBT for both AT&T customers and SWBT customers where analogous services exist. Given the inherent variability in the measurements over time, if the quality of service provided to AT&T customers based on these measurements is significantly different, based on application of fundamental statistical principles, than that provided to SWBT customers for three consecutive months AT&T may request a service improvement meeting with SWBT. ***<These measures replace all other measures interspersed throughout the contract>*** (SWBT opposes the inclusion of AT&T's language).

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	provide elements that "are at least equal in quality and performance as that which SWBT provides to itself." Agreement, Section 2.X. Using the LCUG criteria also will address SWBT's concern that it not be required to measure different performance criteria for different LSPs; these criteria should provide performance data that will be responsive to the needs of LSPs generally.			
3. Performance Measurements: Provisioning Intervals SWBT Statement of Issue: Should AT&T be allowed to impose performance measurements on SWBT which are costly and unnecessary? AT&T Statement of Issue: UNE Ordering and Provisioning – Should SWBT be required to provide to AT&T (and 200 other competitive telecommunications companies that are members of CompTel) the quality measurements that are agreed to between all of these companies?	Yes. The Local Competition Users Group(LCUG) has developed a set of reasonable performance metrics to be expected when ordering Unbundled Network Elements. These performance metrics are in most cases the same as those SWBT provides itself for equivalent services.	**Attachment 7: O&P - UNE** **9.X SWBT will provide AT&T with the provisioning intervals as currently outlined in the LCUG Service Quality Measurements document, or as may be revised from time to time.** **Attachment 8: Maintenance-UNE** 2.X SWBT will provide maintenance for all unbundled Network Elements and Combinations ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers **for an equivalent service**, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. **For maintenance of UNE and UNE combinations, for example, loop and switch port, the service must be supported by all the functionalities provided to SWBT's local exchange service customers.**	SWBT is willing to provide intervals for analogous services in parity with the intervals it provides itself. SWBT is not required to provide intervals in excess of parity as suggested by the LCUG document.	**O&P - UNE** SWBT will provide provisioning intervals for UNE loop and port combinations in parity with the analogous SWBT retail service. For individual unbundled network elements (excluding loop and port combinations) standard intervals will be provided as specified in SWBT's UNE handbook. (SWBT opposes the inclusion of AT&T's language). **Maintenance-UNE** SWBT will provide maintenance for all unbundled Network Elements and Combinations ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers for an equivalent service, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		This will include but is not limited to, MLT testing, dispatch scheduling, and real time repair commitments. The maintenance to support these services will be provided in an efficient manner which meets or exceeds the performance metrics SWBT achieves when providing the equivalent end user services to an end user.		limitation, those applicable to testing and network management. For maintenance of UNE and UNE combinations, for example, loop and switch port, the service must be supported by all the functionalities provided to SWBT's local exchange service customers. This will include but is not limited to, MLT testing, dispatch scheduling, and real time repair commitments. The maintenance to support these services will be provided in an efficient manner which is in parity with the performance metrics SWBT achieves when providing the equivalent end user services to an end user. This capability will be provided within 90 days of an approved contract. (SWBT opposes the inclusion of AT&T's language).

ATTACHMENT I
SOUTHWESTERN BELL TELEPHONE COMPANY
CUSTOMER AFFECTING PERFORMANCE MEASUREMENTS

PROVISIONING

POTS & UNE POTS Loop and Port Combinations

1. **Measurement** - Average installation interval
   Definition - Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.
   Calculation - [Σ(completion date - application date)]/(Total number of orders completed)

2. **Measurement** - Percent SWBT Caused Missed Due Dates
   Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.
   Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

Specials and UNE Specials Loop and Port Combination

3. **Measurement** - Average Installation Interval
   Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.
   Calculation - [Σ(completion date - application date)]/(Total number of orders completed)

4. **Measurement** - Percent SWBT Caused Missed Due Dates
   Definition - Percent of N,T,C orders where installations were not completed by the negotiated due date excluding customer caused misses.
   Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

UNEs (Excludes UNE Loop and Port Combinations)

5. **Measurement** - Average Installation Interval
   Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.
   Calculation - [Σ(completion date - application date)]/(Total number of orders completed)

6. **Measurement** - Percent SWBT Caused Missed Due Dates
   Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses.
   Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100

MAINTENANCE/REPAIR

POTS & UNE POTS Loop and Port Combinations

7. **Measurement** - Receipt To Clear Duration
   Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable).
   Calculation - Σ[(Date and time ticket is cleared with customer) - (Date and time ticket received)] ÷ Total customer network trouble reports.

8. **Measurement** - Percent Repeat Reports
   Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable).
   Calculation - (Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report) ÷ (Count of total customer trouble reports not caused by CPE or wiring and excluding subsequent reports)

9. **Measurement** - POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments
   Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports.
   Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ Total trouble reports) * 100.

Specials and UNE Specials Loop and Port Combination

10. **Measurement** - Mean Time To Restore
    Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.
    Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ Total network customer trouble reports.

Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN by dispatch and no dispatch.

11. **Measurement** - Percent Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

UNEs (Excludes UNE Loop and Port Combinations)

12. **Measurement** - Mean Time To Restore
Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.
Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ Total network customer trouble reports.

13. **Measurement** - Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

14. **Measurement** - UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments
Definition - Percent of trouble reports not cleared by the commitment time for company reasons.
Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ Total trouble reports) * 100

ATTACHMENT II
SOUTHWESTERN BELL TELEPHONE COMPANY
PERFORMANCE MEASUREMENTS

I. Pre-Ordering

1. **Measurement** - Average response time for OSS Pre-Order Interfaces
   Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and DataGate) by function:
   - Address Verification
   - Request For Telephone Number
   - Request For Customer Service Record (CSR)
   - Service Availability
   - Service Appointment Scheduling (Due Date)
   - Dispatch Required

   Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)
   Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

2. **Measurement** - EASE Average Response Time
   Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return.
   Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)
   Report Structure - Reported for all CLECs and SWBT by division name(CPU platform).

3. **Measurement** - Percent Responses Received within "x" seconds.
   Definition - The % of functions completed in "x" seconds for pre-order interfaces (Verigate and DataGate) by function:
   - Address Verification
     DataGate: <4, <8, and >8
     Verigate: <5, <10, and >10
   - Request For Telephone Number
     DataGate: <4, <8, and >8
     Verigate: <5, <10, and >10
   - Request For Customer Service Record (CSR)
     DataGate: <4, <8, and >8
     Verigate: <7, <10, and >10
   - Service Availability
     DataGate: <3, <6, and >6

Verigate: <9, <14, and >14

- Service Appointment Scheduling (Due Date)
  DataGate: <2, <4, and >4
  Verigate: <2, <4, and >4
- Dispatch Required
  DataGate: <14, <20, and >20
  Verigate: <15, <20, and >20

Calculation - (# of responses within each time interval ÷ total responses) * 100
Report Structure - Reported on a company basis by interface for DataGate and Verigate.

II. Ordering And Provisioning

A. Completions

POTS & UNE POTS Loop and Port Combinations

4. **Measurement** - Average installation interval
   Definition - Average business days from application date to completion date for N,T,C orders, excluding customer caused misses and customer requested due dates greater than 5 business days.
   Calculation - [Σ(completion date - application date)]/(Total number of orders completed)
   Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

5. **Measurement** - Percent Installations Completed within "x" business days
   Definition - Percent installations completed within 5 business days for FW and 3 business days for NFW orders from receipt of confirmed service order excluding orders where customer requested a due date greater than 5 business days for FW and 3 business days for NFW orders and orders with only customer caused misses.
   Calculation - (# N,T,C orders installed within "x" business days ÷ Total N,T,C orders) * 100
   Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

6. **Measurement** - Percent SWBT Caused Missed Due Dates
   Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses.

Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence.

7. **Measurement** - Percent No Access
   Definition - Percent of Field Work (FW) N,T,C orders that are no accessed.
   Calculation - Count of FW N,T,C orders that are no accessed ÷ Total number of FW N,T,C orders.
   Report Structure - Reported for CLEC, total CLECs and SWBT retail.

Specials and UNE Specials Loop and Port Combination

8. **Measurement** - Average Installation Interval
   Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.
   Calculation - [Σ(completion date - application date)]/(Total number of orders completed)
   Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

9. **Measurement** - Standard Deviation of Installation Intervals
   Definition - Measure of the variation of the installation intervals around the mean installation interval.
   Calculation - sqrt[Σ(individual installation interval - mean installation interval)^2/(number of orders in the sample - 1)]
   Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

10. **Measurement** - Percent SWBT Caused Missed Due Dates
    Definition - Percent of N,T,C orders where installations were not completed by the negotiated due date excluding customer caused misses.
    Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100
    Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

UNEs (Excludes UNE Loop and Port Combinations)

11. **Measurement** - Average Installation Interval

Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date greater than "x" business days.
Calculation - [Σ(completion date - application date)]/(Total number of orders completed)

Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI).

12. **Measurement** - Standard Deviation of Installation Intervals
Definition - Measure of the variation of the installation intervals around the mean installation interval.
Calculation - sqrt[Σ(individual installation interval - mean installation interval)^2/(number of orders in the sample - 1)]
Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI).

13. **Measurement** - Percent SWBT Caused Missed Due Dates
Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses.
Calculation - (Count of N,T,C orders not completed by the committed due, excluding customer caused misses ÷ Total number of N,T,C orders) * 100
Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI).

B. Order Accuracy

14. **Measurement** - Percent POTS Installation Reports Within 10 Days (I-10)
Definition - Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports).
Calculation - (Count of N,T,C orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100
Report Structure - Reported for POTS Resale and UNE POTS with Loop and port combinations by CLEC, all CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence.

ATTACHMENT II
SOUTHWESTERN BELL TELEPHONE COMPANY
PERFORMANCE MEASUREMENTS

15. **Measurement** - Percent Specials Installation Reports Within 30 Days (I-30)
Definition - Percent N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.
Calculation - (Count of N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total N,T,C orders (excludes trouble reports received on the due date)) * 100

Report Structure - Reported for Resale Specials and UNE Specials with loop and port combinations by CLEC, all CLECs and SWBT by DDS, DS1, DS3,_Voice Grade Private Line (VGPL) and ISDN.

16. **Measurement** - % UNE Installation Reports Within 30 Days (I-30)
Definition - Percent UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion.
Calculation - (Count of number of UNE N,T,C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ Total UNE N,T,C orders (excludes trouble reports received on the due date)) * 100
Report Structure - Reported for CLEC and all CLECs by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI).

17. **Measurement** - Provisioning Accuracy
Definition - % of orders installed without error.
Calculation - (Count of orders installed without error ÷ total orders) * 100
Report Structure - Reported by individual CLEC, CLECs and SWBT.

C. Order Status

18. **Measurement** - % Firm Order Confirmations (FOCs) received within "x" hours.
Definition - Percent of FOCs returned within a specified time frame from receipt of service order to return of confirmation to CLEC.
    - Res. And Bus. Conversions < 24 Hours
    - Complex Business (1 - 49 Lines) < 72 Hours
    - Complex Business (> 50 Lines) - Negotiated
    - UNE Loop (1-49 Loops) < 48 Hours
    - UNE Loop (> 50 Loops) - Negotiated

Calculation - (# FOCs returned within "x" hours ÷ total FOCs sent) * 100
Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is considered to be at the time the due date is negotiated and is not included in the calculation.

19. **Measurement** - Average Time To Return FOC
Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC.
Calculation - Σ[(Date and Time of FOC) - (Date and Time of Order Acknowledgment)]/(# of FOCs)
Report Structure - Reported for CLEC and all CLECs.

20. **Measurement** - Percent Mechanized Rejects Returned Within 4 hours
Definition - % mechanized rejects returned within 4 hours for EDI and LEX.
Calculation - (# mechanized rejects returned within 4 hours ÷ Total rejects) * 100
Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

21. **Measurement** - Average Time to Return Mechanized Rejects
Definition - Average time required to return a mechanized reject.
Calculation - Σ[(Date and Time of Order Rejection) - (Date and Time of Order Acknowledgment)]/(# of Orders Rejected)
Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

22. **Measurement** - Percent Mechanized Completions Returned Within 4 hours
Definition - % mechanized completions returned within 4 hours for EDI and LEX.
Calculation - (# mechanized completions returned to CLEC within 4 hours ÷ Total completions) * 100
Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX).

23. **Measurement** - Average Time to Return Mechanized Completions
Definition - Average time required to return a mechanized completion.
Calculation - Σ[(Date and Time of Notice Of Completion Issued to the CLEC) - (Date and Time of Work Completion)]/(# of Orders Completed)
Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX).

D. Held Orders

24. **Measurement** - % Company Missed Due Dates Due To Lack Of Facilities
Definition - % N,T,C orders with missed committed due dates due to lack of facilities
Calculation - Total N,T,C orders with missed committed due dates due to lack of facilities ÷ Total N,T,C orders
Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE. Reported for > 30 calendar days & > 90 calendar days. (Calculated monthly based on posted orders.)

25. **Measurement** - Delay Days for Missed Due Dates Due to Lack of Facilities
Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities.
Calculation - Σ(Completion date - Committed order due date)/(# of posted orders)

Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS, Specials and UNE.

E. Flow Through

26. **Measurement** - Percent Flow Through
Definition - % of orders that result in the mechanized transcription of CLEC requests into internal service order format with no more human intervention than analogous retail services, and automated provisioning to the extent that is provided for analogous retail services.
Calculation - (# of orders that completely flow through the order process to SWBT legacy systems and require no manual intervention on the part of SWBT ÷ total orders sent.
Report Structure - Reported for CLEC, all CLECs and SWBT.

III. Maintenance/Repair

A. Time To Restore

POTS & UNE POTS Loop and Port Combinations -

27. **Measurement** - Receipt To Clear Duration
Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable).
Calculation - Σ[(Date and time ticket is cleared with customer) - (Date and time ticket received)] ÷ Total customer network trouble reports.
Report Structure - Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:
   - Out of Service - Dispatch
   - Out Of Service - No Dispatch
   - Affecting Service - Dispatch
   - Affecting Service - No Dispatch

28. **Measurement** - Standard Deviation of Receipt To Clear Intervals
Definition - Measure of the variation of the receipt to clear intervals around the mean receipt to clear interval.
Calculation - sqrt[Σ(individual receipt to clear interval - mean receipt to clear interval)^2/(number of trouble reports in the sample - 1)]
Report Structure - Reported for CLEC, all CLECs and SWBT retail by Residence and Business by:
   - Out of Service - Dispatch

- Out Of Service - No Dispatch
- Affecting Service - Dispatch
- Affecting Service - No Dispatch

29. **Measurement** - % Out Of Service (OOS) < 24 Hours
Definition - % of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable).
Calculation - Count of OOS trouble reports < 24 hours ÷ Total number of OOS trouble reports.
Report Structure - Reported for CLEC, all CLECs and SWBT retail.

Specials and UNE Specials Loop and Port Combination

30. **Measurement** - Mean Time To Restore
Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.
Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ Total network customer trouble reports.
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN by dispatch and no dispatch.

31. **Measurement** - Standard Deviation of Mean Time To Restore Intervals
Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.
Calculation - sqrt[Σ(individual time to restore interval - mean time to restore interval)^2/(number of trouble reports in the sample - 1)]
Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch.

UNEs (Excludes UNE Loop and Port Combinations)

32. **Measurement** - Mean Time To Restore
Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.
Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ Total network customer trouble reports.
Report Structure - Reported for CLEC ,all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) by dispatch and no dispatch.

33. **Measurement** - Standard Deviation of Mean Time To Restore Intervals
Definition - Measure of the variation of the mean time to clear intervals around the mean receipt to clear interval.

Calculation - sqrt[Σ(individual time to restore interval - mean time to restore interval)^2/(number of trouble reports in the sample - 1)]
Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI) by dispatch and no dispatch.

34. **Measurement** - Percent Out Of Service (OOS) < 24 Hours
Definition - Percent of OOS trouble reports cleared in less than 24 hours.
Calculation - (Count of UNE OOS trouble reports < 24 hours ÷ Total number of UNE OOS trouble reports) * 100
Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop).

B. Repeat Troubles

35. **Measurement** - Percent POTS & UNE POTS with Loop and Port Combinations Repeat Reports
Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and all disposition code "13" reports (excludable).
Calculation - (Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report) ÷ (Count of total customer trouble reports not caused by CPE or wiring and excluding subsequent reports)
Report Structure - Reported for CLEC, all CLECs and SWBT retail.

36. **Measurement** - Percent Specials and UNE Specials with Loop and Port Combination Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

37. **Measurement** - Percent UNEs (Excludes UNE Loop and Port Combinations) Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report) ÷ (Count of total network customer trouble reports).

Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI).

C. Report Rate

38. **Measurement** - POTS & UNE POTS with Loop and Port Combinations Trouble Report Rate
Definition - The number of customer trouble reports not caused by CPE or wiring, CPE and disposition code "13" reports within a calendar month per 100 lines.
Calculation - Count of customer trouble reports ÷ (total lines ÷100)
Report Structure - Reported for POTS Resale and UNE POTS loop and port combination by CLEC, all CLECs and SWBT retail. This measurement is only valid for line counts of 300,000 or greater.

39. **Measurement** - Specials and UNE Specials with Loop and Port Combination Failure Frequency
Definition - The number of network customer trouble reports within a calendar month per 100 circuits.
Calculation - Count of network trouble reports ÷ (Total circuits ÷100)
Report Structure - Reported for resale specials and UNE specials with loop and port combination for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN.

40. **Measurement** - UNEs (Excludes UNE Loop and Port Combinations) Trouble Report Rate
Definition - The number of network customer trouble reports within a calendar month per 100 UNEs.
Calculation - Count of network trouble reports ÷ (Total UNEs ÷100)
Report Structure - Reported for CLEC, all CLECs and SWBT by loop type [2-Wire Analog 8dB Loop, BRI (2-Wire Digital Loop), and PRI (DS1 Loop)], and switch port (Analog, Analog DID, BRI and PRI).

D. Appointments Missed

41. **Measurement** - POTS & UNE POTS with Loop and Port Combinations Percent Missed Repair Commitments
Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports.
Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ Total trouble reports) * 100.
Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch.

42. **Measurement** - UNEs (Excludes UNE Loop and Port Combinations) Percent Missed Repair Commitments
Definition - Percent of trouble reports not cleared by the commitment time for company reasons.
Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ Total trouble reports) * 100
Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)

E. No Access

43. **Measurement** - POTS & UNE POTS with Loop and Port Combinations Percent No Access
Definition - Percent of dispatched customer trouble reports with a status of "No Access" excluding disposition code "13" trouble reports.
Calculation - Count of dispatched customer trouble reports with a status of "No Access" ÷ Total dispatched customer trouble reports.
Report Structure - Reported for CLEC, all CLECs and SWBT retail.

IV. General

A. System Availability

44. **Measurement** - OSS Interface availability
Definition - Percent of time OSS interface is available compared to scheduled availability
Calculation - (# Unscheduled system unavailable hours ÷ Scheduled system available hours) * 100
Report Structure - Reported on a company basis by interface for EASE, DATAGATE, VERIGATE, LEX, and EDI. The RAF will be reported by CLEC. When EBI is available SWBT will provide interface availability.

B. Center Responsiveness

45. **Measurement** - LSC Grade Of Service (GOS)

Definition - % of calls answered by the LSC within a specified period of time
Calculation - Total number of calls answered by the LSC within a specified period of time ÷ Total number of calls answered by the LSC
Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail.

46. **Measurement** - LSC Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.
Calculation - Total queue time ÷ Total calls
Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail.

47. **Measurement** - LOC Grade Of Service (GOS)
Definition - % of calls answered by the LOC within a specified period of time
Calculation - Total number of calls answered by the LOC within a specified period of time ÷ Total number of calls answered by the LOC
Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail.

48. **Measurement** - LOC Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.
Calculation - Total queue time ÷ Total calls
Report Structure - Reported for all calls to the LOC for all CLECs and SWBT retail.

C. Billing Timeliness

49. **Measurement** - Billing Accuracy
Definition - This measurement will be performed to verify that the bill audit process includes both Wholesale (e.g. UNE and RESALE) and Retail/Access. The CABS Bill Audit process includes all Feature Groups including U for Unbundled Network Elements for CLECs. Specific Billing conditions for each Feature Group will be validated and the same CABS Billing System and Billing Process is used for all Feature Groups. The CRIS Bill Audit Process includes both Resale and Retail bills. A sample of all types of products/services, class of service, usage (e.g. intraLATA toll plans) will be reviewed. The same CRIS Billing System and Billing Process is used for the both Resale and Retail except Resale has the extra step to access % discount table. The % discount table is updated/validated when the Interconnection Agreement is implemented.

Calculation - # errors detected in bill audit.
Report Structure - Reported for aggregate of SWBT and CLECs.

50. **Measurement** - Percent of Accurate and Complete Formatted Mechanized Bills
Definition - Measures the % of accurate and complete formatted mechanized bills via EDI.
Calculation - (Count of accurate and complete formatted mechanized bills via EDI ÷ total # of mechanized bills via EDI.) * 100
Report Structure - Reported for CLEC, and all CLECs.

51. **Measurement** - Percent Of Billing Records Transmitted Correctly
Definition - Measures % of billing records transmitted correctly on the usage extract feed.
Calculation - (Count of billing records transmitted correctly ÷ total billing records transmitted) * 100
Report Structure - Reported for CLEC, and all CLECs.

52. **Measurement** - Billing Completeness
Definition - % of service orders on the bill for the current bill period.
Calculation - (Count of service orders included in current applicable bill period ÷ Total service orders in current applicable bill period) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT.

53. **Measurement** - Billing timeliness
Definition - Percent of bills released on time by bill type (i.e. paper, Bill Plus, EDI, BDT)
Calculation - (Count of bills released on time ÷ Total number of bills released) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT.

V. Operator Services and Directory Assistance

54. **Measurement** - Directory Assistance Grade Of Service
Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0 , > 20.0, and > 25.0 seconds.
Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100
Report Structure - Reported for the aggregate of SWBT and CLECs.

55. **Measurement** - Directory Assistance Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.

Calculation - Σ(Date and time customer answered by SWBT representative - Date and time customer enters queue) ÷ Total calls
Report Structure - Reported for the aggregate of SWBT and CLECs.

56. **Measurement** - Operator Services Grade Of Service
Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0 , > 20.0, and > 25.0 seconds.
Calculation - (Count of calls answered within "x" seconds ÷ Total calls answered) * 100
Report Structure - Reported for the aggregate of SWBT and CLECs.

57. **Measurement** - Operator Services Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative.
Calculation - Σ(Date and time customer answered by SWBT representative - Date and time customer enters queue) ÷ Total calls
Report Structure - Reported for the aggregate of SWBT and CLECs.

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

[illegible]	[illegible]	[illegible]	[illegible]	SWBT Language
1. SWBT Statement of Issue: Should the Commission decide, on the merits, the individual disputed issues relating to poles, ducts, conduits, and rights-of-way now presented to the Commission for resolution by SWBT as well as those presented to the Commission for resolution by AT&T? AT&T Statement of Issue: Where the parties cannot agree, should the terms of the Poles, Conduits, and Rights-of-Way Appendix negotiated by the parties, as well as this Commission's rulings on disputed issues, control over SWBT's form "Master Agreement"?	Yes. This matrix for Poles, Conduits, and Rights-of-Way has a slightly different procedural history from the remainder of the matrix presented here. The issues presented in this matrix are based upon the issues presented to this Commission in April, after negotiations between SWBT and AT&T that resulted in the contract being filed before this Commission in April. The language presented in the "AT&T Language" column or discussed in the "Reason" column is language discussed or proposed by the parties during the Missouri negotiations. Thus, while the issues raised for other parts of the matrix were largely based upon the issues raised in the Texas proceeding, the issues presented here are the result of the parties' Missouri negotiations. This is because in the Texas proceeding, there was a single issue arbitrated relating to poles, ducts, conduits, and rights-of-way: whether a generic document authored by SWBT, called its "Master Agreement" for poles, ducts, conduits, and rights-of-way, would control over the Poles Appendix negotiated by the parties and approved by the Texas Commission. After January 1997, the parties undertook further negotiation in Texas and added a great deal of new agreed language to the Texas Poles Appendix. The vast majority of this language was added at SWBT's request. In the most recent Texas arbitration, the Texas Commission held that the "Master Agreement" provisions would not control over the language approved		AT&T does not want the Commission to decide all of the parties' disputes. AT&T has taken the new Master Agreement text it likes and seeks to exclude from Commission consideration disputes over language which AT&T does not like. Where the parties cannot agree, the Commission should make appropriate rulings on all disputed issues now presented to the Commission. The end result should be a complete agreement which deals with all the issues in dispute – a complete agreement which can be uniformly applied, as required by the FCC, to all other parties entitled to access under the Pole Attachment Act, including those interconnectors seeking to MFN into the AT&T agreement. In Paragraph 1156 of the First Interconnection Order in CC Docket No. 96-98, the FCC has ordered that "[W]here access is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access." It follows, therefore, that rates, terms, and conditions of access applicable to AT&T should be consistent with those applicable to other telecommunications carriers and cable operators. Other firms seeking access have requested and are likely to request that they be allowed to "MFN" into the AT&T Poles Appendix. Further, other firms will insist that rates, terms, and conditions which are not applicable to AT&T cannot be	SWBT's proposed text will appear under issues 2-35. If AT&T is willing to do so, SWBT and AT&T will file a joint "comparison document" which shows all agreed and disputed text in context. If AT&T does not agree to such a joint filing, SWBT will prepare and submit its own comparison document. Due to the number and length of some of the provisions, such a document will be easier to read and work with than the present matrix.

	by the Commission and/or agreed to by the parties, and could not be added to the Poles Appendix over AT&T's objection. While SWBT has not yet presented its "Master Agreement" in its entirety for Missouri, AT&T expects that SWBT will do so in this proceeding, as it has done so in every other state except Arkansas, as discussed below. Therefore, this first issue is presented for the Commission's consideration, in the expectation that SWBT will offer either its "Master Agreement" for adoption by this Commission, or a great amount of language from it. This language should be rejected. The Poles, Conduits, and Rights-of-Way Appendix negotiated by the parties and submitted to this Commission in April (the "April Poles Appendix") was an intensively-negotiated document which includes the parties' agreements and the Commission's rulings on disputed issues (with disputes still remaining for the Commission's resolution highlighted). In the negotiations that led up to the April Poles Appendix, the parties had exhaustively discussed the issues relating to the terms and conditions under which SWBT would afford access to SWBT's poles, ducts, conduits, and rights-of-way, not only for Missouri, but for the other four states in which SWBT does business as well. The starting point for the Missouri negotiations was the Poles Appendix that had been approved by the Public Utility Commission of Texas and		applied to them. For these reasons, it is essential that the AT&T Poles Appendix include all rates, terms, and conditions needed by SWBT to form a complete agreement on the subject of access to poles, ducts, conduits, and rights-of-way. SWBT is not requesting that the Commission approve SWBT's "Master Agreement" as an entire contract on an "all-or-nothing" basis. Indeed, SWBT view its Master Agreement as a starting point for negotiation. Firms may either accept that Master Agreement as is or, as AT&T has done, negotiate changes or seek additional changes through arbitration. As changes are made as a result of negotiation and arbitration rulings, SWBT's Master Agreement is updated. When the Commission rules on the disputed issues present by the parties, those rulings will be incorporated in the Master Agreement. In this arbitration, the starting point is the negotiated agreement with AT&T. Negotiations have continued to this date, and they still continue in this and other states. SWBT is requesting that each individual section proposed by SWBT, and not agreed to by AT&T, be reviewed on its individual merits, a procedure recently followed in Oklahoma. In Oklahoma, the Commission approved many of the provisions now proposed by SWBT and opposed by AT&T. It is, no	

	signed by the parties. Both parties made concessions in an effort to reach agreement. In every other state except Arkansas, where the Arkansas Public Service Commission made an explicit ruling that SWBT's "Master Agreement" would not control, SWBT has attempted to supersede the parties' negotiated agreement with a document it calls its "Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way." In this "Master Agreement," SWBT has attempted to draw up a generic form that will apply to all parties in all states. The "Master Agreement" unnecessarily complicates AT&T's access to SWBT's poles, ducts, conduits, and rights-of-way, and AT&T has never agreed to the Master Agreement in its entirety in any of the states. It rewrites (in AT&T's opinion, to SWBT's advantage) agreed-upon contractual language embodying the parties' negotiated agreements that were designed to simplify the process of access to poles, ducts, conduits, and rights-of-way. The "Master Agreement" imposes numerous terms, conditions, and procedures to which AT&T has never agreed. It is not specific to the negotiations between AT&T and SWBT. It contains numerous provisions that either conflict with or are redundant of provisions in the Terms and Conditions of the Interconnection Agreement. In Texas, the Commission-approved document was approximately 60 pages;		doubt, for that reason that AT&T would prefer to have this Commission ignore any issues not affirmatively raised by AT&T. In short, SWBT believes that all provisions proposed by SWBT and contested by AT&T are reasonable and appropriate and that each should be approved on its individual merits The individual provisions proposed by SWBT are, for the most part, the same provisions included in SWBT's revised Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way, modified to conform to SWBT's recent agreements with AT&T. SWBT's proposed language reflects months of negotiations and arbitrations with AT&T and other parties in five states. SWBT believes that the result is a procompetitive agreement which fully meets the operational needs of AT&T and other interconnectors, an agreement that includes rates, terms, and conditions which can comply with the FCC mandate that rates, terms, and conditions of access be uniformly applied to all telecommunications carriers and cable operators who have or seek access. AT&T has agreed to many of the "Master Agreement" provisions proposed by SWBT. It's proposal that "Further Master Agreement provisions should be rejected" is simply a proposal that the	

	SWBT's insertion of its Master Agreement text in a negotiation draft almost doubled the contract's size. AT&T has accommodated SWBT's quest for uniformity by countless reviews and discussion of Master Agreement language, as well as acceptance of certain Master Agreement provisions for inclusion in the contracts between SWBT and AT&T. In this filing, AT&T has accepted Master Agreement language (originally presented as disputed in AT&T's April matrix) for Missouri on significant issues in a good faith effort to resolve some of the parties' long-standing disputes. The remaining Master Agreement language that has been proposed by SWBT or undoubtedly will be proposed by SWBT in this proceeding should not supersede the parties' carefully-negotiated agreements. In Texas and Arkansas, the two states to which AT&T has presented this specific issue, both Commissions have ruled that the parties' negotiated language, not the Master Agreement, should control. The Arkansas Commission concluded: "The ALJ finds that access to poles, conduits, and rights-of-way should be a part of the interconnection agreement and should not be governed by the separate Master Agreement of SWBT. The arbitration is for the purpose of resolving issues specific to the negotiations between SWBT and AT&T. No other parties may participate in the arbitration and the		Commission refuse to arbitrate issues requested by SWBT, and instead only arbitrate issues proposed by AT&T.	

	issue of access to poles, conduits, and rights-of-way is specific to the two parties and the Interconnection Agreement between those parties." Arkansas Public Service Commission, Docket No. 96-395-U, Order No. 5, February 28, 1997, at pp. 42-43. Similarly, the Texas Commission granted AT&T's Motion to Strike testimony and Master Agreement language that SWBT proposed to insert into the parties' negotiated agreement that had been approved by the Commission (which also included additional language inserted by agreement between the parties after the Commission approved and the parties signed the Interconnection Agreement in January, 1997). Therefore, while the April Poles Appendix is not perfect from either party's perspective, it is the product of negotiation and compromise, as well as rulings by this Commission. The remaining issues should be resolved, and those rulings should be incorporated into the April Poles Appendix. Further Master Agreement provisions should be rejected.			
SWBT Statement of Issue: 2.a. Should authorized contractors be selected by construction districts? AT&T Statement of Issue: 2.a. Where AT&T and SWBT have mutually approved a contractor to	AT&T is willing to resolve the dispute as to Section 3.X by adoption of the language agreed to by the parties in Texas. In 10.X, AT&T is willing to perform make-ready work in a manner "consistent with" SWBT's standards and practices, rather than "in accordance" with SWBT's specifications. The difference is that	The parties' agreed language in Texas is as follows: 3.X Authorized contractor. "Authorized contractors" are contractors selected by AT&T who may, subject to AT&T's direction and control, perform facilities modification or make-ready work which would	Issue 2.a. The parties have agreed to some language (the definition of "authorized contractor" shown in the SWBT Language column) and continue to disagree on other language (the reference in Section 10.04(a) to the maintenance of lists of authorized contractors by construction district. Because	3.06 Authorized contractor. "Authorized contractors" are contractors selected by AT&T who may, subject to AT&T's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SWBT or persons acting on SWBT's behalf. As used in this Appendix, the term

perform work on AT&T's or SWBT's behalf, should the work of that contractor be limited by geographic area and by specific task? --- SWBT Statement of Issue: 2.b. When AT&T and authorized contractors selected by AT&T perform facilities modifications, capacity expansion, and make-ready work on SWBT's facilities, should the work be done in accordance with SWBT's plans, specifications, standards, and practices and should AT&T be responsible for damage resulting from their activities? AT&T Statement of Issue: 2.b. May AT&T and its authorized contractors perform work for AT&T under standards that are consistent with SWBT's standards, rather than performing work in accordance with SWBT's specifications, standards, and practices?	if AT&T's specifications for the particular work it is performing do not violate any of SWBT's standards or practices, and AT&T believes it will be less expensive or more efficient to follow its own specifications, AT&T should be permitted to follow its own specifications. Similarly, in Section 10.X, when SWBT notifies AT&T that make-ready work is necessary, AT&T may advise SWBT that AT&T intends to perform the make-ready work itself. SWBT may not refuse AT&T's proposal "without due cause and justification," but would have the opportunity to refuse or object if it believed that AT&T's work would not be consistent with SWBT's standards or if some danger to system integrity was posed. Further in 10.X, AT&T is willing to agree to a provision stating that neither party may conduct work in such a manner that jeopardizes or degrades the integrity of the other party's structures or interferes with the other party's existing use of facilities; stating this provision in a one-sided manner is not "nondiscriminatory" in that SWBT favors itself over new entrants, in violation of the FCC's First Report and Order. See, Direct Testimony of Daniel C. Keating, III, p. 12; FCC First Report and Order, ¶1157. Also in 10.X, AT&T believes that all indemnity provisions in the Appendix (with specific, limited exceptions) should be covered in one place in the contract (see discussion in reference to Article 21 below).	ordinarily be performed by SWBT or persons acting on SWBT's behalf. As used in this Appendix, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on AT&T's behalf or other contractors who may be selected by AT&T to perform work on AT&T's behalf without SWBT's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by AT&T and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those sections of AT&T's ducts or facilities which connect to SWBT's conduit system as provided in Section 6.X; (b) installation of inner duct as provided in Section 10.X; (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.X; or (d) make-ready work as provided in Section 10.X and 10.X. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SWBT construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contract for other purposes, nor shall approval of an authorized contractor by one SWBT construction district constitute	authorized contractors will be designated by construction district, the lists should also be maintained by construction district. Issue 2.b. As of September 30, 1997, the parties have agreed on a definition of "authorized contractor." Authorized contractors are contractors selected by AT&T to perform facilities modification and make-ready work on SWBT's facilities . The term "authorized contractors" is not used to refer to contractors who perform routine installation, maintenance, and repair work with respect to AT&T's facilities. The work performed by authorized contractors is work which is ordinarily performed by SWBT and its contractors on SWBT's own facilities. It is, accordingly, appropriate that this work be performed in accordance with SWBT's plans, specifications, standards, and practices. Section 6.08(c) deals with work involving connections between SWBT's conduit system and AT&T's conduits. SWBT proposes that such work be performed in accordance with both parties' specifications, standards, and practices because the integrity of both parties' structures is involved. Section 10.02 deals in general with facilities modification and capacity expansion work. SWBT proposes that when AT&T or authorized contractors selected by AT&T perform such work on SWBT's	"authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on AT&T's behalf or other contractors who may be selected by AT&T to perform work on AT&T's behalf without SWBT's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by AT&T and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those sections of AT&T's ducts or facilities which connect to SWBT's conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized contractor only in those SWBT construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SWBT construction district constitute approval of such authorized contractor for the area served by a

		approval of such authorized contractor for the area served by a different SWBT construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SWBT construction districts in which the work is to be performed. The parties have previously entered in to three stipulations (Stipulations AT&T 59, 60, and 66 expressly permitting AT&T to perform activities which may be performed by an authorized contractor and providing for the parties to make lists of contractors mutually determined by the parties to be qualified to perform such activities. These stipulations have been made a part of the Arbitration Award in Texas PUC Docket No. 16226). In accordance with the parties' stipulations, AT&T shall be considered to be an authorized contractor for all tasks specified in this section as tasks which may be performed by an authorized contractor. 10.X From time to time, additional contractors, subcontractors or other vendors may be approved by AT&T and SWBT to perform make-ready work in the event that the workload exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner. 10.X Make-ready work performed by AT&T, by an authorized contractor selected by AT&T, or by a contractor,	facilities, the work be performed in accordance with SWBT's specifications. Further, if AT&T elects to perform this work, which would ordinarily be performed by SWBT, SWBT believes that the work should be performed in accordance with the same specifications, standards, and practices, which would be applicable if the work were being performed by SWBT or SWBT's contractors. In addition, SWBT believes that AT&T should be responsible for any damage resulting from such work performed by AT&T or its contractors. These provisions are reasonable and should be approved. Section 10.04 deals with the performance of make-ready work. SWBT proposes that when AT&T or authorized contractors perform such work on SWBT's facilities, the work be performed in accordance with SWBT's specifications. Further, if AT&T elects to perform this work, which would ordinarily be performed by SWBT, SWBT believes that the work should be performed in accordance with the same specifications, standards, and practices, which would be applicable if the work were being performed by SWBT or SWBT's contractors. In addition, SWBT believes that AT&T should be responsible for any damage resulting from such work performed by AT&T or its contractors. These	different SWBT construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SWBT construction districts in which the work is to be performed. The parties have previously entered into three stipulations (Stipulations AT&T 59, 60, and 66) expressly permitting AT&T to perform activities which may performed by an authorized contractor and providing for the parties to make lists of contractors mutually determined by the parties to be qualified to perform such activities. These stipulations have been made a part of the Arbitration Award in Texas PUC Docket No. 16226). In accordance with the parties' stipulations, AT&T shall be considered to be an authorized contractor for all tasks specified in this section as tasks which may be performed by an authorized contractor. <u>6.08 Specifications Applicable to Connections: Conduit</u> (c) Where AT&T's duct or facility physically connects with SWBT's **conduit system** <u>**manhole**</u>, the section of AT&T's facility which connects to SWBT's manhole shall be installed by SWBT or its contractor at AT&T's expense (which shall be SWBT's actual costs or the price charged SWBT by the contractor). SWBT will perform this work in an interval consistent with

		subcontractor, or other vendor jointly approved by the parties under subsection (c) shall be performed **consistent** with the same standards and practices which would be followed if such excavation work were being performed by SWBT or SWBT's contractors. 10.X AT&T shall have 20 days (the "acceptance period") after receiving SWBT's estimate of make-ready charges to authorize completion of the make-ready work proposed by SWBT **or to advise SWBT of its willingness to perform the proposed make-ready work itself. If AT&T advises SWBT that it intends to perform the proposed make-ready work, SWBT, will not, without due cause and justification, refuse to accept AT&T's proposal.** Authorization shall be accomplished by AT&T's signing the estimate and returning it to SWBT within the 20-day acceptance period.	provisions are reasonable and should be approved.	the intervals SWBT performs the **same or similar types** of work for itself. If SWBT's interval for beginning or completing this work does not meet AT&T's needs, AT&T as an authorized contractor may perform the work itself or arrange for the work to be performed by an authorized contractor selected by AT&T from a list, jointly developed by AT&T and SWBT, of mutually agreed contractors qualified to perform such work. **Work performed by an authorized contractor selected by AT&T to perform work under this subsection shall be performed in accordance with both parties' specifications and in accordance with both parties' standards and practices. Each party shall indemnify, on request defend, and hold the other party harmless from any injuries, losses, damages, claims, or liabilities resulting from the performance of work by the indemnifying party or by persons acting on the indemnifying party's behalf under this subsection.** 10.02 Obligation to Construct or Modify Facilities; Capacity Expansions. The parties agree that SWBT may grant access subject to AT&T's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate AT&T's request, in which event AT&T shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SWBT does not offer to expand

				capacity and denies AT&T's request for access, SWBT shall promptly notify AT&T of such determination as provided in Section 10.01(b). SWBT shall not deny AT&T's request for access on lack of capacity grounds when capacity can be expanded as provided in this section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions: **(a) At AT&T's request, SWBT will replace, expand, or modify its poles and conduit system, or otherwise expand the capacity of such facilities to accommodate the placement of AT&T's facilities; provided, however, that such modifications shall be consistent with the capacity, safety, reliability, and engineering considerations which SWBT would apply to itself if the work were performed for SWBT's own benefit. Outside plant facilities modifications and capacity expansions contemplated by this subsection include, but are not limited to, installation of inner duct, cable consolidations and the removal of cables that are retired or inactive (dead). Except as otherwise specifically provided in this subsection, AT&T will pay half of SWBT's charges for the modification of outside plant facilities at 50 percent job completion and the remainder at 100 percent completion. SWBT may, at its election, request that AT&T pay SWBT's out-of-pocket**

				costs for materials as those costs are incurred and may request that AT&T pay outside contractor costs on the same schedule SWBT pays such outside contractors. In the event of such request, AT&T shall not refuse the request without due cause and justification. AT&T shall be entitled to partial reimbursement for its capacity expansion costs in accordance with the Pole Attachment Act and applicable *rules, regulations, and* commission orders as provided in Section 10.08 of this Appendix. (b) SWBT will, at its own expense, install inner duct in a timely manner to accommodate AT&T's space needs in accordance with the same time interval SWBT provides to itself. If SWBT's interval for beginning or completing make-ready work does not meet AT&T's needs, AT&T, as an authorized contractor, may perform the inner-duct installation itself or arrange for the inner duct installation to be performed by an authorized contractor selected by AT&T from a list, jointly developed and maintained by AT&T and SWBT, *of contractors mutually agreed* contractors qualified to perform such work. When inner duct is installed in SWBT's conduit system by AT&T or an authorized contractor selected by AT&T, SWBT shall provide the inner-ducting materials to be installed and AT&T shall bear all other installation expenses. AT&T shall give SWBT sufficient advance notice of the materials needed to enable SWBT to

				provide such materials to AT&T on a timely basis. AT&T shall return all unused materials, including unused inner duct and reels, to SWBT or purchase them from SWBT. Inner duct installed by AT&T or an authorized contractor shall be installed in accordance with **SWBT's specifications and in accordance with** the same standards and practices which would be followed if the inner duct were being installed by SWBT or SWBT's contractors. **AT&T shall indemnify, on request defend, and hold SWBT harmless from any injuries, losses, damages, claims, or liabilities directly resulting from the installation of inner duct by AT&T or any authorized contractor selected by AT&T under this subsection.** AT&T shall not arrange for inner duct installation to be performed by subcontractors who are not authorized contractors. (c) SWBT shall, at its expense, remove cables that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, AT&T, at its option, may request that SWBT excavate the obstruction. In the alternative, AT&T may (as an authorized contractor) excavate the obstruction itself or arrange for the work to be performed by an authorized contractor selected by AT&T from a list, jointly developed

				and maintained by AT&T and SWBT, mutually agreed contractors qualified to do such work. Such excavations will be at AT&T's expense; removal of the remainder of the cable will be at SWBT's expense. **Excavation work performed by AT&T or an authorized contractor selected by AT&T shall be performed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be followed if such excavation work were being performed by SWBT or SWBT's contractors. Neither AT&T nor any authorized contractor selected by AT&T to perform excavation work under this subsection shall conduct conduit excavation activities in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of the facilities. AT&T shall indemnify, on request defend, and hold SWBT harmless from any injuries, losses, damages, claims, or liabilities directly resulting from the performance of excavation work by AT&T or any authorized contractor selected by AT&T under this subsection. AT&T shall not, without SWBT's prior written approval, arrange for excavation work to be performed under this subsection by subcontractors who are not qualified contractors.** 10.04 Performance of Make-ready Work.

				(a) AT&T and SWBT will mutually establish and maintain **for each construction district** a list of authorized contractors who may be selected by AT&T to perform make-ready work when SWBT's interval for beginning or completing such make ready work does not meet AT&T's needs. (b) ... (c) ... (d) Make-ready work performed by AT&T, by an authorized contractor selected by AT&T, or by a contractor, subcontractor, or other vendor jointly approved by the parties under subsection (c) shall be performed in accordance with SWBT's specifications, which shall be consistent with the same standards and practices which would be followed if such excavation work were being performed by SWBT or SWBT's contractors. Neither AT&T nor authorized contractors selected by AT&T to perform make-ready work under this section shall conduct such work in any manner which jeopardizes or degrades the integrity of SWBT's structures or interferes with any existing use of SWBT's facilities. **AT&T and any authorized contractor selected by AT&T to perform make-ready work shall indemnify, on request defend, and hold SWBT harmless from any and all injuries, losses, damages, claims, or liabilities directly resulting from their activities under this section.**

				(e) ...
SWBT Statement of Issue 3. Should the definitions of "conduit," "duct," "pole," and "rights-of-way" be defined to refer to all conduits, ducts, poles, and rights-of-way subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§251(b)(4) and 271(c)(2)(B)(iii)? AT&T Statement of Issue: 3. Should the definitions of "conduit," "duct," "pole," and "rights-of-way" include an incomplete statutory reference?	**AT&T is willing to resolve this issue by adoption of the language agreed to by the parties in Texas.**	**The agreed Texas language in each of these definitions was as follows:** 3.X Conduit. The term "conduit" refers to all SWBT conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§251(b)(4) and 271 (c)(2)(B)(iii). [remainder of definition not disputed; same text would be used in definition of "duct," "pole," and "right-of-way"]	**This issue has been resolved. Both** parties have agreed to the statutory references included in the first sentence of the definitions of these terms. The definitions of pole, duct, and conduit are fully agreed. Other portions of the definition of "rights-of-way" remain in dispute.	**The agreed language was to be filed by AT&T** with the Commission on September 30, 1997. The deadline for filing the agreement has now been extended. Due to the parties' agreement, it should not be necessary for SWBT to place the agreed text in the Matrix for this issue.
SWBT Statement of Issue: 4. Should access to central office vaults be provided under the terms of Appendix Poles, as AT&T proposes, or should such access be provided as part of the collocation arrangements through which AT&T's access to space in SWBT's central offices will be governed? AT&T Statement of Issue: 4. Should AT&T be permitted access to SWBT's central office vaults for the limited purpose of installing cables within SWBT's central office building entrance conduits?	AT&T simply wants to be able to do a complete job when installing cable that terminates at a SWBT central office building. AT&T wants to be able to make the final connection of its cable in SWBT's central office vaults (subject to SWBT's security measures and collocation requirements) so that it will not be necessary to leave cable coiled in a manhole or in the street. SWBT's technical publication on collocation precludes AT&T from installing cable in the last segment of SWBT's conduit system, so that transferring this matter to the collocation appendix does not solve the problem. For the same reasons, SWBT's proposal regarding scope of the agreement should be rejected. SWBT's exclusion of central office	4.X Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to SWBT poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property. SWBT will provide AT&T and other telecommunications carriers, cable television systems, and competing providers of telecommunications services with nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located within this State on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. §224. 5.X Access to Associated Rights-of-Way. Each pole attachment and	The parties have agreed on the text of Section 4.01 and Section 5.03. The agreed language is set forth in the SWBT language column. The parties have not agreed on the text of Sections 2.08 and 3.47, both of which sections were agreed to by AT&T in Texas. Language proposed by SWBT and disagreed by AT&T is shown in **bold text**. Ducts and conduits enter SWBT's central offices, SWBT's CEVs, and other structures which require special security, technical, and construction arrangements which have nothing to do with the Pole Attachment Act and nothing to do with the Poles Appendix which allows CATV operators and telecommunications carriers to	2.08 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. **Nothing contained in this Appendix shall be construed as precluding AT&T from having such additional access to SWBT's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between AT&T and SWBT relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection,**

	entrance conduit has a strategic competitive significance as well. This is the aggregate point for all local service infrastructure for a given area: for at least the short to medium term future, every AT&T facility will have to pass through SWBT's central office conduit. SWBT's ability to control the timing of that potential competition allows SWBT to use its control of facilities and property to impede installation of equipment by those seeking to compete, in violation of the 1996 Act's directive of non-discriminatory access. FCC First Report and Order, ¶1123. While AT&T's definition of "conduit" as well as language in Section 5.X recognize that the collocation of equipment will be governed primarily by separate collocation agreements or tariffs, the language of the Appendix should not preclude AT&T from access for the limited purposes noted here, especially where AT&T will be bound by SWBT's security measures for its collocated space. Further, AT&T's language in Section 5.X that "SWBT agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter" makes clear that AT&T may have access to rights-of-way containing those structures when collocation has been agreed to or ordered. Again, Congress and the FCC have	conduit occupancy license made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by AT&T for ingress, egress, or other access to any sites where SWBT's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of SWBT's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that SWBT has the legal authority to grant such access and use. SWBT also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. SWBT agrees that it shall place no restrictions on AT&T's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those SWBT places on itself.	piggyback along SWBT's distribution system. In general, if AT&T has access to collocated space in a SWBT central office, the arrangements through which AT&T's facilities enter the central office should be governed as part of the collocation tariff, agreement, or order establishing collocation rights. Central office vaults are not storage closets, and entry to central office vaults should be subject to the same arrangements applicable to central offices generally. If, by agreement, tariff, or order, AT&T is permitted to have access to CEVs, huts, cabinets, and similar structures, such access should be governed by the collocation or other interconnection tariffs, agreements, or orders establishing such access rights. In general, there is no reason for any party to have access to ducts or conduits entering central offices, CEVs, huts, or other such structures for any purpose other than to facilitate access to the facilities which are located in the central offices, CEVs, huts or other such structures. These ducts should not be used by parties for other purposes, thereby rendering them unusable for the purposes for which they are intended: to provide access to facilities located within central offices, CEVs, huts, and such other structures.	**collocation, or access to unbundled network elements.** 3.47 <u>Vault</u>. **The term "vault" includes central office vaults and controlled environment vaults ("CEVs"). Vaults may be connected to, but are not considered part of, SWBT's conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.** 4.01 <u>Scope of Agreement</u>. This Appendix establishes procedures for grants of nondiscriminatory access to SWBT's poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property. SWBT will provide AT&T and other telecommunications carriers, cable television systems, and competing providers of telecommunications services with nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located within this State on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224. Separate tariffs or agreements, including other portions of the parties'

	granted access to "any" pole, duct, conduit or right-of-way owned or controlled by a utility. 42 U.S.C. §224(f)(1); FCC First Report and Order, ¶1185; See also, Direct Testimony of Daniel C. Keating, III, pp.11-12. SWBT's objection to inclusion of the Arbitrator's ruling that access to sites will be provided by SWBT in an expeditious manner is unfounded and should be rejected.		SWBT's proposed Section 2.08, agreed to by AT&T in Texas, states simply that when AT&T needs access to poles, ducts, conduits, and rights-of-way to effectuate the terms of other arrangements between AT&T and SWBT relating to interconnection, collocation, and access to unbundled network elements, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements. Further, Section 2.08 provides that nothing in the Poles Appendix shall be construed from precluding AT&T from having such additional access as it may need. This language is appropriate. A pole attachment agreement containing terms and conditions of access which must be uniformly applied to all cable operators and telecommunications carriers who have or seek access cannot deal with interconnection and collocation details. These details should be worked out elsewhere. SWBT's Section 3.47, also agreed to by AT&T in Texas, defines the term "vault" and makes it clear that access to vaults will be determined under tariffs, agreements, and commission orders establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by Appendix Poles. This language makes it clear that parties who want access to vaults need to	Interconnection Agreement, and not this Appendix, shall govern AT&T's access, if any, to the following facilities which require special security, technical, and construction arrangements outside the scope of this Appendix: (a) SWBT's central office vaults and ducts, conduits, and risers entering and exiting SWBT's central offices; (b) controlled environment vaults, huts, cabinets, and other similar outside plant structures housing SWBT's telecommunications equipment other than cables and ancillary non-terminating distribution equipment, and the ducts, conduits, and risers entering such vaults, huts, cabinets, and structures; and (c) ducts, conduits, and risers located within or entering SWBT buildings. 5.03 <u>Access to Associated Rights-of-Way</u>. Each pole attachment and conduit occupancy license made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by AT&T for ingress, egress, or other access to any sites where SWBT's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of SWBT's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that SWBT has the legal authority to grant such access and use. SWBT also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures

			seek access other than under the provisions of Appendix Poles, which is limited to access grants covered by the Pole Attachment Act. Section 4.01, which deals with the scope of the agreement. This is an extremely important provision, because it is necessary to draw a line between access rights provided under the Pole Attachment Act and access rights which may arise in connection with other arrangements (e.g., interconnection, collocation, and access to unbundled network elements). Further, in those cases in which there is a degree of overlap, it's important that all parties know which agreement or appendix covers the access sought. For example, there is no need for access to the duct which connects SWBT's manhole with SWBT's central office vault unless access to central office facilities has been granted (e.g., under a collocation tariff or agreement). Therefore, SWBT proposes that access to this "last duct" be arranged as part of the arrangements for collocation. This will insure that access to these facilities is granted only to those firms with a legitimate need for the facilities. Section 4.01 is reasonable and should be approved.	to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. SWBT agrees that it shall place no restrictions on AT&T's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those SWBT places on itself. Such access to these sites relates only to access to the rights-of-way and not to the CEVs, huts, cabinets, and similar structures placed by SWBT on such rights of way. Neither this section nor any other part of this Appendix establish collocation rights with respect to CEVs, buts, cabinets, and similar structures. (a) ... (1) ... (2) ... (3) ... (4) ...
<u>SWBT Statement of Issue</u>: Should the term "Cost/Cost/based" be defined as agreed to by the parties in Texas, and should the section captioned "Charges for Work	AT&T is agreeable to resolving this issue by adoption of the definition of "cost" and the first sentence of Section 19.X as agreed to by the parties in Texas. As to dispute resolution, see issue No. 16 below.	The language agreed to in Texas by the parties is as follows: 3.X <u>Cost/Cost-based</u>. The terms "cost" and "costs" refer to costs determined in a manner consistent	The parties have reached agreement with respect to Section 3.13 and most of the language in Section 19.06. The agreed text is shown in the SWBT Language column. Language proposed by	3.13 <u>Cost/Cost-based</u>. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-

Performed by SWBT employees" and agreed to by the parties in Texas be incorporated in the Missouri Poles Appendix?i <u>AT&T Statement of Issue</u>: 5. Should the term "cost" be defined in the Poles, Conduits, and Rights-of-Way Appendix, and should it be defined as AT&T proposes?		with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. 19.X <u>Charges for Work Performed by SWBT Employees</u>: Except as otherwise specifically required by applicable commission orders, SWBT's charges to AT&T for work performed by SWBT employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work.	SWBT and not agreed to by AT&T is shown in **bold type**. In Texas, AT&T agreed to the dispute resolution procedures set forth in the Poles Appendix. In Missouri, AT&T has not agreed to these procedures. SWBT believes that in Texas, AT&T agreed to the last sentence of Section 19.06 as proposed by SWBT. SWBT does not understand what objections AT&T has to that language but is willing to delete the language from the AT&T agreement if AT&T does not want it.	based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. 19.06 <u>Charges for Work Performed by SWBT Employees</u>. Except as otherwise specifically required by applicable commission orders, SWBT's charges to AT&T for worked performed by SWBT employees pursuant to this Appendix shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SWBT's charges for work performed by SWBT employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the **dispute resolution procedures applicable to this Appendix. Notwithstanding the execution of this Agreement, AT&T shall have the right to challenge the methodology utilized by SWBT to determine hourly rates for SWBT employees at any time in any forum having jurisdiction over the subject matter.**
6. Should the definition of "overlashing" include the concept of lashing over more than one existing cable or strand?	AT&T accepted revised wording from SWBT on this definition and simply wants to ensure that overlashing of more than one cable is permitted by the Appendix, a practice utilized by SWBT frequently to avoid the need to deploy taller poles.	3.X <u>Overlashing</u>. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing such cable or inner duct with spinning wire over existing cable**<u>(s)</u>** and strand**<u>s</u>**.	SWBT has agreed in substance to AT&T's proposal to pluralize "cables and strands." SWBT believes, however, that the term "cable and inner duct" should also be pluralized in both places where that term appears.	3.30 <u>Overlashing</u>. The term "overlashing" refers to the practice of placing <u>an</u> additional **cables or inner ducts** **<u>cable or inner duct</u>** by lashing such **cables or inner ducts** **<u>cable or inner duct</u>** with spinning wire over existing **cables** **<u>cable(s)</u>** and strands.

			The parties' dispute is grammatical, not substantive, and should be resolved by agreement without the necessity of commission intervention. SWBT, will, therefore, agree to AT&T's proposed language if AT&T is unwilling to accept SWBT's.	
SWBT's Statement of Issue: 7. Do SWBT's provisions relating to the rights of the parties and third-party transferees (such as electric utilities with which SWBT has long-standing joint use pole agreement) appropriately balance the respective rights of AT&T, SWBT, and transferees in those cases in which SWBT transfers its interest in property to which AT&T has attached facilities? AT&T's Statement of Issue: 7. If SWBT transfers its interest in property to which AT&T has attached facilities, must the transfer be subject to AT&T's rights under the Poles, Conduits, and Rights-of-Way Appendix?	If SWBT transfers its interest in real or personal property to or in which AT&T has attached or placed facilities, there should be some assurance that AT&T's investment will be protected. The transferee's agreement to be bound by the terms and conditions of the Poles, Conduits, and Rights-of-Way Appendix, or a transfer made subject to AT&T's rights, would provide this assurance. Because nondiscrimination includes the concept that SWBT should treat competitors as it treats itself, SWBT should agree to restrictions and terms governing abandonment and transfer, that protect not only its investment but AT&T's investment as well. This provision is also needed to assure that transfers do not interfere with AT&T's provision of service to its end user customers.	4.X No Effect on SWBT's Right to Convey or Transfer Property. Nothing contained in this Appendix shall in any way affect SWBT's right to convey or transfer to any other person or entity any interest in real or personal property, including any poles, conduit, or ducts to or in which AT&T has attached or placed facilities pursuant to this Appendix **provided that the transferee of such real or personal property shall be subject to AT&T's rights under this Appendix and licenses subject to this Appendix.**	Section 4.02 is captioned "No Transfer of Property Rights." SWBT does not believe that AT&T objects to the substance of this provision but objects instead to SWBT's use of the terms "license subject to this Appendix" and "licenses subject to this Appendix in place of the terms "license issued hereunder" and "licenses issued hereunder." This subject will be addressed under Issue 29. In Texas, the parties in the initial arbitration agreed to the wording of Section 4.03 and AT&T signed the parties' interconnection agreement with the language which had been agreed. Section 4.03, as originally agreed in Texas, simply states that "Nothing contained in this Appendix shall in any way affect SWBT's right to convey or transfer to any other person or entity any interest in real or personal property, including any poles, conduit, or ducts to or in which AT&T has attached or placed facilities." This provision, once agreed to by AT&T, is far less favorable to AT&T than the provisions now being proposed by SWBT, provisions which create important exceptions to the general rule. The four exceptions now proposed by SWBT adequately	**4.02 No Transfer of Property Rights to AT&T. Nothing contained in this Appendix or any license subject to this Appendix shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Appendix and licenses subject to this Appendix shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of SWBT's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in AT&T any right, title, or interest in or to any real or personal property owned by SWBT, and the placement of AT&T's facilities on or in SWBT's poles, ducts, conduits and rights-of-way shall not create or vest in SWBT any right, title, or interest in such facilities.** **4.03 No Effect on SWBT's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in**

			protect AT&T's interests. AT&T, however, objects to SWBT's proposals relating to conveyances of poles in connection with joint use pole agreements with electric utilities and the provision of information by AT&T to transferees concerning AT&T's intent to continue occupancy after a transfer. SWBT's provisions are reasonable and should be approved. The AT&T proposed language ignores the simple fact that for many years, SWBT has entered into joint use pole agreements with electric utilities under which SWBT and the electric utilities have agreed to share the use of poles. These joint use pole agreements are between owners of the poles – the parties who erect and maintain the poles. These agreements, which precede the enactment of the Telecommunications Act of 1996, and, in some cases, the Pole Attachment Act of 1978, typically include language which requires SWBT to transfer poles to the electric utility under several circumstances, including SWBT's decision not to use the pole for its own business needs. In those cases in which SWBT transfers poles to electric utilities, AT&T should make appropriate arrangements with the electric utility for access. As a practical matter, given the prevalence of joint use pole agreements, it is likely that AT&T will already have agreements with the transferee electric utility because the electric utilities usually	**subsections (a)-(d) of this section, nothing contained in this Appendix or any license subject to this Appendix shall in any way affect SWBT's right to abandon, convey, or transfer to any other person or entity SWBT's interest in any of SWBT's poles, ducts, conduits, or rights-of-way. (a) SWBT shall give AT&T no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which AT&T has attached or placed facilities pursuant to this Appendix or (2) with respect to which AT&T has been assigned pole attachment or conduit occupancy space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred. (b) SWBT represents that prior to the effective date of this Appendix, and prior to enactment of the Telecommunications Act of 1996, SWBT entered into one or more "joint use pole agreements" with electric utilities located in this State and that such agreements may require SWBT to transfer or convey poles to such electric utilities from time to time. Nothing contained in this Appendix shall abridge the rights of SWBT or any electric utility under any contract executed prior to the effective date of this Appendix. In the event of any transfer or conveyance of**

			own more of the poles than SWBT owns. In addition, it should be noted, as the FCC has stated, that access rights under the Pole Attachment Act are simply that: "access rights." They are not ownership or joint ownership rights. AT&T's rights to access are no greater than SWBT's, and it is not appropriate for AT&T to be granted access rights which will prevent SWBT from transferring to third parties property which SWBT itself no longer needs or uses for its own business purposes. SWBT agrees that AT&T should have the right to advance notice of a transfer so that it may make appropriate arrangements with transferees for continued access. SWBT also agrees that transfers by SWBT to its affiliates should be subject to AT&T's rights under the Poles Appendix.	**poles to an electric utility pursuant to such a joint pole agreement, SWBT will, at AT&T's request, provide AT&T and the transferee utility with such information as may be necessary to minimize any burdens to AT&T which may arise out of or in connection with the transfer or conveyance.** **(c) Transfers of SWBT's poles, ducts, conduits, and rights-of-way shall be subject to AT&T's rights at the time of transfer. AT&T shall, at the request of SWBT or the transferee, provide SWBT or the transferee with all information required to assess AT&T's rights, post-transfer intentions with respect to continued occupancy, and willingness to negotiate new rates, terms, and conditions of access. AT&T shall not unreasonably refuse to negotiate with the transferee. If the transferee itself is a local exchange carrier or other utility subject to the Pole Attachment Act, AT&T shall, at the request of the transferee, negotiate in good faith new rates, terms, and conditions of access.** **(d) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with SWBT or to any entity which acquires or succeeds to ownership of substantially all of SWBT's assets shall be subject to AT&T's rights under this Appendix and licenses subject to this**

				Appendix.
<u>SWBT's Statement if Issue:</u> 8. Does SWBT's proposed Section 4.05 ("No Right to Interfere") adequately protect both parties' (not just AT&T's) ability to conduct normal business operations and avail itself of new business opportunities with interference? <u>AT&T's Statement of Issue</u>: 8. May SWBT limit or interfere with AT&T's right to conduct its normal business operations, except to the extent expressly provided by agreement or by law?	AT&T should be able to conduct its normal business operations in serving its customers, and to avail itself of new business opportunities without interference, unless the parties have expressly agreed to the contrary, or unless the Telecommunications Act of 1996 or other applicable laws, rules, or regulations so provide. AT&T's proposed language is needed to ensure that this agreement is not interpreted to interfere with such normal business operations. It provides a balance to the language, throughout the Appendix, granting SWBT some degree of control over AT&T's activities to ensure that the control does not result in interference with AT&T's management of its own facilities.	**<u>4.X No Effect on AT&T's Rights to Manage its Own Facilities. This Appendix shall not be construed as limiting or interfering with AT&T's right to conduct its normal business operations in serving its customers or to avail itself of new business opportunities except to the extent expressly provided in this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules, or regulations.</u>**	There is no need for a separate section, non-reciprocal provision dealing with AT&T's right to manage its own facilities because SWBT's proposed reciprocal provision adequately protects AT&T's interest. It is SWBT, not AT&T, which is burdened by the obligations of the Poles Appendix. It is essential that SWBT have the right to manage these facilities and the ability to use these facilities for its own business purposes subject to AT&T's access rights under this Appendix. It should be noted that nothing in the Poles Appendix authorizes SWBT to utilize any of AT&T's facilities for any purpose and that AT&T is not granting SWBT access to any of those facilities under the Poles Appendix. Further, nothing in the Poles Appendix purports to give SWBT the right to use AT&T's facilities.	**4.05 <u>No Right to Interfere</u>. Except to the extent expressly provided by the provisions of this Appendix, the provisions of this Appendix shall not be construed as authorizing either party to this Appendix, or persons acting on their behalf, to rearrange or interfere in any way with (a) the facilities of the other party or joint users, (b) the use of or access to such facilities by the other party or joint users, or (c) the ability of either party or joint users to conduct normal business operations, serve their respective customers, or avail themselves of new business opportunities.**
<u>SWBT's Statement of Issue</u>: 9. Is it unreasonable for AT&T to seek authority to suspend SWBT's work operations on SWBT sites? <u>AT&T's Statement of Issue</u>: 9. Should SWBT be required, upon notice from AT&T, to suspend activities on, within, or in the vicinity of its poles, ducts, or conduits that create an unreasonable risk of injury to persons or property (including	This provision parallels the language of paragraph 6.X which immediately precedes it. Subsection (f) requires AT&T to promptly suspend activities on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way if notified by SWBT that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). If AT&T becomes aware of similar risks around its facilities, it should be able to request	**<u>6.X SWBT shall promptly suspend activities on, within, or in the vicinity of its poles, ducts, or conduits if notified by AT&T that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions to AT&T's customers). SWBT shall not resume such activities on or in the vicinity of its poles until it is satisfied that the work may safely proceed and that any hazardous conditions at the</u>**	SWBT, as owner of poles, ducts, conduits, and rights-of-way, is routinely sued as a premises owner for injuries which occur at these sites when work is being performed by or on behalf of parties (including CATV operators as well as telecommunications carriers) exercising attachment rights under the Pole Attachment Act. AT&T, which does not own these sites, is not in a position analogous to SWBT.	SWBT objects to AT&T's proposed text and does not believe that any text on this subject should be included in the Poles Appendix.

unreasonable risks of service interruptions to AT&T's customers)?	that SWBT suspend work until the hazardous conditions have been rectified. It is important to note that in a competitive arena, AT&T and SWBT will <u>both</u> have facilities (cables and wires) present on SWBT's poles. It is in the best interest of the public that both company's facilities be safeguarded equally.	**<u>site have been rectified and shall not resume such activities within or in the vicinity of SWBT's conduit system until both AT&T and SWBT are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that AT&T requires SWBT to suspend work activities and it is later determined that the there was no reasonable basis for the work suspension, AT&T agrees to compensate SWBT for the cost resulting from the delay</u>**.	Although it is appropriate for SWBT, as a premises owner, to have and to invoke the right to suspend work operations on the sites it owns and controls, it is not appropriate for AT&T (and therefore other telecommunications and CATV providers) to have the right to suspend SWBT's work operations.	
10. Where AT&T has agreed that it will abide by any laws, regulations, and ordinances regarding the use of spark producing tools, must it also agree to abide by SWBT's standards?	The parties had agreed to the language set forth in section 6.X for other states. SWBT now raises a new objection: Instead of agreeing that all parties will abide by any laws, regulations, or ordinances regarding the use of spark-producing tools, SWBT now wants to require AT&T to comply with SWBT's own standards. If SWBT's standards at some future point in time preclude the use of these tools, AT&T may still find it necessary to use the tools for work on AT&T facilities. Any safety concerns are adequately addressed by AT&T's clear statement in the Appendix that it will abide by any applicable law on the subject. An example of a spark producing tool AT&T may desire to use is a fusion splice machine, for splicing optical cable. This technology provides the most efficient transmission of optical signals over spliced fibers. AT&T	**<u>6.X All parties shall abide by any laws, regulations, and ordinances regarding</u>** the use of spark producing tools, equipment, <u>or</u> devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes **<u>or in</u>** <u>any</u> other portions of <u>the</u> conduit system.	This issue has been resolved. The parties have agreed to the text shown in the "SWBT Language" column. SWBT notes that if combustible or explosive gases are for any reason present in a manhole, the use of such tools can result in an explosion, injury, death, and property damage, including damage to network facilities. AT&T's proposed text referred to laws, regulations, and ordinances regarding the use of such tools, but AT&T did not identify any laws, regulations, and ordinances dealing specifically with this subject. SWBT's proposed language calls on AT&T to follow SWBT's rules relating to the use of such tools when working in SWBT's facilities, provided that SWBT notify AT&T of those rules at least 60 days in	6.10 <u>Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SWBT's Conduit Systems</u>. ... (m) AT&T shall comply with the standards set by SWBT for its own personnel restricting the use of spark producing tools, equipment, and devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes and other portions of SWBT's conduit system, provided that such standards have been communicated in writing to AT&T at least 60 days in advance of AT&T's work.

[illegible]	[illegible]	[illegible]	[illegible]	SWBT Language
	should not be bound by the type of splice equipment or methodology SWBT has selected for its own work.		advance of AT&T's work.	
11. SWBT's Statement of Issue When AT&T performs work other than "installation, maintenance, and other routine work," should AT&T be required to pay the cost of SWBT construction inspectors (a) under the same terms applicable to the performance of routine work (50/50 split) or (b) under different terms (e.g., 100% compensation for work electively performed in modifying SWBT structures?) AT&T's Statement of Issue Should AT&T be required to pay the cost of SWBT construction observers under different terms and conditions than those ordered by the Arbitrator?	The Arbitrator ordered (and the Commission approved the ruling) that when SWBT considers it necessary to be present during AT&T's access to manholes and CEVs, it may send its employees to review the work. The cost of a single SWBT employee is to be shared equally (50 percent/50 percent); AT&T is not required to compensate SWBT for any additional SWBT employees present. (Arbitration Order, page 27). This ruling is inserted in the text of AT&T's proposed Section 6.X. SWBT's proposal limits the Arbitrator's ruling to certain types of work, and inserts additional language requiring AT&T to pay the total cost of SWBT observers in all other circumstances. In the Arbitrator's Order, it appears that the Arbitrator considered SWBT's argument that an employee should be present at AT&T's expense only "to observe work operations at poles, conduits, etc." (Arbitrator's Order, page 27), yet ruled that SWBT may send an employee "during LSP access to manholes and CEVs," "to review LSP installation, maintenance, and similar routine work." For other types of work, if SWBT has already approved the use of a contractor, there is no need for SWBT to send an employee to observe the work beyond the scope of the Arbitrator's Order, and no need for AT&T to pay for that employee's time and additional	**6.X As ordered by the Public Service Commission of Missouri, when SWBT considers it necessary to be present during AT&T's access to manholes and CEVs to protect the integrity of SWBT's conduit system, SWBT may, at its option, send its employees to review AT&T's installation, maintenance, and similar routine work. AT&T and SWBT will share the cost of a single SWBT employee present during such work on an equal basis (50 percent/50 percent). AT&T shall not compensate SWBT for any additional SWBT employees present. Post-work review of the integrity of either party's cable and apparatus within the conduit system is addressed in Section 12.X of this Appendix.** 6.X [AT&T objects to the language proposed by SWBT in negotiations in two subsections of 6.X to the effect that SWBT may determine when work is "integral" to AT&T, and SWBT may charge for construction observers for "capacity expansion, facilities modification, make-ready work, or non-routine work"]	In dealing with the issue of construction inspectors, the Commission specifically dealt with only one situation: the presence of inspectors reviewing AT&T's installation, maintenance, and similar routine work. The Commission did not specifically address the issue of construction inspectors reviewing AT&T's performance of non-routine work such as facilities modification, capacity expansion, and make-ready work performed at AT&T's election under the liberal provisions of the Poles Appendix permitting AT&T to perform such work which is ordinarily performed by SWBT. In these situations, SWBT should either be entitled to full reimbursement for expenses attributable to construction inspectors or should be entitled to the same 50/50 split ordered by the Commission for routine work. The parties have now agreed to Section 6.11(f) which provides that AT&T shall pay for SWBT employees when it requests that they be present. The agreed text for Section 6.11(f) is shown in the SWBT Language column.	6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SWBT's manholes and access to SWBT's conduit system. (f) If the presence of SWBT personnel at the site is requested by AT&T or, in AT&T's opinion, is integral to successful completion of the work, AT&T shall pay the costs of having such personnel present. **(g) When SWBT considers it necessary to be present during AT&T's access to manholes and CEVs when AT&T or authorized contractors selected by AT&T attach AT&T's facilities to SWBT's conduit system pursuant to Section 6.08(c), install inner duct pursuant to Section 10.02(b), perform excavation work pursuant to Section 10.02(c), or perform make-ready work pursuant to Section 10.04 at such sites, SWBT may, at its option, send its employees to review such non-routine work. AT&T and SWBT will share the cost of a single SWBT employee present during such work on an equal basis (50 percent/50 percent). Except as provided in subsection (f) of this section, AT&T shall not compensate SWBT for additional SWBT employees present.** OR

	costs. These are discriminatory terms that SWBT does not apply to itself. Further, there is no need for SWBT to observe work performed by AT&T not covered by the Arbitrator's Order where SWBT has stipulated that AT&T is an "authorized contractor." Nothing in the Telecommunications Act of 1996 or in the FCC's orders requires an entrant to pay the incumbent's oversight costs. Accordingly, AT&T should not be required to bear this additional cost, and in no event should the conditions be more burdensome than those ordered by the Arbitrator, *i.e.*, AT&T will split the costs of one SWBT employee/observer. Finally, SWBT's proposed Section 6.X is redundant in that it meets SWBT's own definition of make-ready work and is thus covered by the provisions regarding make-ready work in the Appendix.			**(g) When SWBT considers it necessary to be present during AT&T's access to manholes and CEVs when AT&T or authorized contractors selected by AT&T attach AT&T's facilities to SWBT's conduit system pursuant to Section 6.08(c), install inner duct pursuant to Section 10.02(b), perform excavation work pursuant to Section 10.02(c), or perform make-ready work pursuant to Section 10.04 at such sites, SWBT may, at its option, send its employees to review such non-routine work. AT&T shall pay the cost of a single SWBT employee present during such work. Except as provided in subsection (f) of this section, AT&T shall not compensate SWBT for additional SWBT employees present.**
12. · <u>SWBT's Statement of Issue</u> Should AT&T relieve itself of reliability for discharging hazardous substances from SWBT sites? Should SWBT's proposed environmental provisions, which do not relive SWBT from liabilities it would otherwise have under applicable environmental, but require each of the parties to be responsible for its own actions? Should SWBT's definition of the term "hazardous substances" be approved and should that defined term replace the ambiguous, undefined term "environmental contaminants"	In subsection 6.X, SWBT should not be able to relieve itself of liability for environmental contaminants on its own property and somehow transfer that liability to AT&T simply by requiring that AT&T perform its own testing before placing facilities on that property. SWBT also objects to the use of the term "environmental contaminants" and desires to replace it with the statutory phrase "hazardous substances." However, the phrase "hazardous substances" is defined in different ways in different statutes and the use of such phrase could lead to confusion. Since the parties have not agreed to a definition of "hazardous	6.X **<u>Environmental Contaminants in SWBT's Conduit System</u>**. AT&T acknowledges that, from time to time, **<u>environmental contaminants (e.g., hazardous materials and toxic substances)</u>** may enter SWBT's conduit system and accumulate in manholes or other conduit facilities, and that environmental contaminants may be present at other sites where SWBT's poles, ducts, conduits, or rights-of-way are located. (a) AT&T may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to AT&T as AT&T may deem necessary to determine the	AT&T wants to be exonerated from liability for discharging hazardous materials from SWBT sites. Its position has been if hazardous materials are present at a SWBT site and AT&T releases, AT&T should not be responsible for liabilities resulting from the discharge unless AT&T introduced the materials to the site. SWBT, on the other hand, believes that no one should escape liability for discharging hazardous materials. If AT&T does not want the usual liability for unlawfully discharging hazardous materials, it simply should not make such discharges.	**3.19 <u>Hazardous substances</u>. The term "hazardous substances" refers to hazardous and toxic substances, waste, pollutants, contaminants, and materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601(14), as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Appendix, including but not limited to the Occupational Safety and Health Act ("OSHA"). In general, the term "hazardous**

proposed by AT&T? AT&T's Statement of Issue May SWBT relieve itself of liability it would otherwise have under applicable environmental laws for the presence of environmental contaminants in its conduit facilities by allowing AT&T to perform tests or requiring AT&T to make its own determinations regarding the presence of contaminants? Should the term "environmental contaminants" be replaced by the term "hazardous substances"?	substances," the contractual language should be left as is in this paragraph. Finally, AT&T has requested notification (rather than SWBT merely "advising" AT&T) as part of the application process when SWBT is aware of hazardous materials and toxic substances at the site where AT&T has applied for access. This is a reasonable request that will save both parties time and planning expense if AT&T decides to withdraw its application due to the contamination.	presence at such sites of **environmental contaminants**. (b) SWBT makes no representations to AT&T or personnel performing work on AT&T's behalf that SWBT's poles, ducts, conduits, or rights-of-way will be free from **environmental contaminants** at any particular time. Before entering a manhole or performing any work within or in the vicinity of SWBT's conduit system or any other site subject to access under this Appendix, AT&T or personnel acting on AT&T's behalf shall independently determine, to their satisfaction, whether such **contaminants** are present and conduct their work operations accordingly. (c) Each party shall promptly notify the other of **environmental contaminants** known by such party to be present within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to AT&T pursuant to this Appendix if, in the sole judgment of such party, such **environmental contaminants** create a serious danger to (1) the health or safety of personnel working at the site or (2) the physical integrity of the other party's facilities placed or to be placed on, within, or in the vicinity of such poles, conduits, or rights-of-way. **(d) The acknowledgments and representations set forth in the two preceding sections are not intended to relieve SWBT of any liability which it would otherwise have under applicable law for**	AT&T has been repeatedly asked, for many months, to propose a definition of the term "hazardous substances" or the alternative term "environmental contaminants." SWBT wants the term to be defined because SWBT has agreed to make disclosures. SWBT reasonably wants to know the scope of its disclosure requirements. Although SWBT's proposed environmental provisions are listed under this issue as a group, SWBt is not asking that the Commission approve them on an all or nothing basis. Each provision stands on its own merits. Section 3.19 is a proposed definition of "hazardous substances." Such a definition is important because AT&T and other interconnectors have, through negotiation and arbitration, secured from SWBT an obligation to disclose what AT&T calls "environmental contaminants" and what SWBT refers to as "hazardous substances." The disclosure obligation is set forth in Section 10.01(a). The term "hazardous substances" has an established core of meaning, and in response to proposals by AT&T, SWBT has added to the definition a reference to OSHA and a reference to petroleum, natural gas, and other combustible or noxious liquids, gases, or solids. AT&T has not	**substances" refers to any substance the presence, use, transport, abandonment or disposal of which (a) requires investigation, remediation, compensation, fine, or penalty under health, safety, and environmental laws, ordinances, statutes, rules, and regulations applicable to sites subject to this Appendix or (b) poses risks to human health, safety, or the environment and is regulated under any such laws, ordinances, statutes, rules, and regulations. For the purposes of this Appendix, the term "hazardous substances" shall also include petroleum, natural gas, and other combustible or noxious liquids, gases, or solids which may accumulate at sites subject to this Appendix.** **6.13 Hazardous Substances. AT&T acknowledges that, from time to time, hazardous substances (as defined in Section 3.19 of this Appendix) may enter SWBT's conduit system and accumulate in manholes or other conduit facilities and that hazardous substances may be present at other sites where SWBT's poles, ducts, conduits, or rights-of-way are located.** **(a) AT&T may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to AT&T as AT&T may deem necessary to determine**

		the presence of environmental contaminants in its conduit facilities. 10.X Response Within 45 Days. Within 45 days of AT&T's submission of a license application pursuant to Section 9.X of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, SWBT shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SWBT personnel involved in the processing of AT&T's request for access become aware of hazardous **materials or toxic** substances at the site, SWBT shall promptly **notify** AT&T of the anticipated denial and shall, at AT&T's request, discuss alternatives to denial and issues associated with the presence of such hazardous **materials or toxic** substances.	offered a proposed alternative definition or explained to SWBT the deficiencies of SWBT's proposed definition. SWBT's proposed definition is reasonable and should be adopted. Section 6.13 deals with hazardous substances. SWBT believes that much of the content of this section is not disputed and some of the provisions are in dispute due to AT&T's preference of the undefined term "environmental contaminants" over the defined term "hazardous substances. Subsection (a) allows AT&T to conduct tests and calls on SWBT to assist AT&T if requested to do so. Subsection (b) provides that AT&T personnel should not enter manholes without first determining that entry is safe. Subsection (c) calls on each party to notify the other of hazardous substances creating serious dangers. Subsection (d) calls on the parties to be responsible for their own actions violating environmental laws. AT&T objects to SWBT's proposed language in subsection (d) which makes it clear that "Nothing contained in this Appendix shall be construed as relieving ... either party of liability for introducing hazardous substances to the site or causing or contributing to the release of any such substances." This language conforms to the law and is entirely appropriate. SWBT believes that the parties have now agreed on the wording of	**the presence at such sites of hazardous substances. SWBT will assist AT&T, at AT&T's request and expense, in the performance of such inspections and tests.** **(b) SWBT makes no representations to AT&T or personnel performing work on AT&T's behalf that SWBT's poles, ducts, conduits, or rights-of-way will be free from hazardous substances at any particular time. Before entering a manhole or performing any work within or in the vicinity of SWBT's conduit system or any other site subject to access under this Appendix, AT&T or personnel acting on AT&T's behalf shall independently determine, to their satisfaction, whether such hazardous substances are present and conduct their work operations accordingly.** **(c) Each party shall promptly. notify the other of hazardous substances known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to AT&T pursuant to this Appendix if, in the sole judgment of such party, such hazardous substances create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.**

			Section 10.01 (introductory paragraph and) and subsection (a) of Section 10.01. The agreed language is shown in the SWBT Language column. In proposed Section 21.10, SWBT is also proposing outside-plant specific provisions relating to environmental indemnities. As a premises owner, SWBT is a likely target of any plaintiff who claims to have suffered environmental injuries as a result of activities at SWBT sites. If AT&T personnel discharge hazardous substances from SWBT sites, or remove such substances and dispose of them in an improper manner, liability may be sought against SWBT for AT&T's wrongful actions. SWBT's indemnity provisions are carefully balanced and should be approved.	**(d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws. Nothing contained in this Appendix shall be construed as relieving SWBT of liability for hazardous substances present at any site subject to this Appendix or as relieving either party of liability for introducing hazardous substances to the site or causing or contributing to the release of any such substances. Failure to comply with the requirements of this section may, however, be considered in determining issues relating to negligence, causation of injury, and comparative responsibility for injuries to persons, property, and the environment.** 6.14 Compliance with Environmental Laws and Regulations. AT&T and SWBT agree to comply with the following provisions relating to compliance with environmental laws and regulations: **(a) Facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way following the effective date of this Appendix shall be constructed, placed, maintained, repaired, and**

				removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws. (b) <u>(a)</u> All persons acting on AT&T's or SWBT's behalf, including but not limited to AT&T's or SWBT's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations. **AT&T and personnel acting on AT&T's behalf are expected to be familiar with their obligations under environmental laws such as the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 <u>et seq</u>.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 <u>et seq</u>.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).** **(c) From and after the effective date of this Appendix, neither party nor personnel acting on either party's behalf shall discharge or release hazardous substances onto or from the site of any SWBT pole, duct, conduit, or right-of-way. Neither AT&T nor SWBT nor personnel acting on either party's behalf shall discharge water or any other substance from any SWBT**