

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

| SWBT Statement of Issue:                                                                                                                                                                                                                                                                                                                                                                                                                    | AT&T Statement of Issue:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Disputed Issue                                                                                                                                                                                                                                                                                                                                              | SWBT Position                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <p>23. SWBT Statement of Issue:</p> <p>(1) Does AT&amp;T have approval rights over SWBT's modification of the Eligible Structure and preparation of the Collocated Space?</p> <p>(2) Can SWBT prohibit AT&amp;T from occupying its Collocated Space before it has paid the Common Charge, Collocated Space Charge and the Custom Work Charge?</p> <p>AT&amp;T Statement of Issue:</p> <p>When may AT&amp;T occupy the Collocated Space?</p> | <p>SWBT's proposal would prohibit AT&amp;T from occupying the Collocated Space until after AT&amp;T has paid to SWBT the remaining portions of the Preparation Charge. In contrast, AT&amp;T's proposed language, taken in concert with the language in Section 5.X, would permit AT&amp;T to occupy the Collocated Space immediately after AT&amp;T had approved SWBT's preparation of the Collocated Space. Under AT&amp;T's proposed language, SWBT would bill the unpaid portions of the Preparation Charge at that time, and AT&amp;T would pay that bill in accord with the payment provisions of this Appendix. Conditioning AT&amp;T's occupancy of the Collocated Space on SWBT's receipt of payment for the remaining charges</p> | <p><u>Attachment 13: Appendix Collocation</u></p> <p><u>5.X. After AT&amp;T has approved both SWBT's preparation of the Collocated Space and modification of the Eligible Structure, SWBT will bill AT&amp;T the unpaid portions of the Common Charge, Collocated Space Charge, and Custom Work Charge, as specified in Sections 4.X and 4.X above.</u></p> | <p>inspections of its Collocated Space and SWBT will have specific obligations to remedy any problems before payment is rendered and occupancy commences.</p> <p>SWBT only will allow AT&amp;T to inspect, but not occupy, the Collocated Space until it has paid the entire quoted non-recurring charges. SWBT's expectation to be reimbursed for non-recurring costs before AT&amp;T begins to occupy and use its facilities and to compete for market share is reasonable. This practice is typical of LECs providing physical collocation and is not SWBT's unique invention.</p> <p>Thus, AT&amp;T's proposed language must be rejected and SWBT's language must be adopted.</p> |
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|                                                                                                                                                                                                                                                                                                                                                                                          | Reason why language is disputed/should be included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | AT&T language                                                                                                                                                                                                                                                                                                                                                                                                                                                            | SWBT language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|                                                                                                                                                                                                                                                                                                                                                                                          | <p>is contrary to standard telecommunications industry practices, where actions are taken prior to and on the expectation of payment. AT&amp;T's occupancy of the Collocated Space should not be delayed, because AT&amp;T has agreed to comply with the payment provisions of this Appendix with respect to SWBT's bills for these charges. If AT&amp;T for some reason did not comply with those payment provisions, SWBT would be protected by Section 17.X of this Appendix, among others. AT&amp;T's language should therefore be included.</p>                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>standard industry practice for SWBT to require full payment of the non-recurring charges prior to permitting occupancy by AT&amp;T in the Collocated Space. There is nothing in the Act or in the FCC's Interconnection Order requiring SWBT to assume such a risk. AT&amp;T's rights will not be compromised because it still will have the opportunity to inspect the Collocated Space and to require any necessary modifications by SWBT to cure deviations from agreed-upon plans before tendering payment of the non-recurring charges. Thus, AT&amp;T's request for approval and occupancy rights must be denied.</p>                                                                                                                       |
| <p>24. SWBT Statement of Issue:</p> <p>How soon should SWBT provide AT&amp;T information about cable termination point of termination bay(s) after its approval of the Collocated Space preparation?</p> <p>AT&amp;T Statement of Issue:</p> <p>Must SWBT provide specifications for the following portions of the Collocated Space to AT&amp;T?</p> <p>a. Point of Termination Bays</p> | <p>AT&amp;T's proposed language would require SWBT to provide AT&amp;T with detailed drawings of the SWBT Point of Termination Bays in AT&amp;T's Collocated Space. This requirement imposes no real burden on SWBT, because SWBT will have created these drawings during its preparation of the Collocated Space. AT&amp;T requires these drawings so that it can navigate the Point of Termination frame that is installed in the Collocated Space, and so that AT&amp;T can efficiently accomplish the interconnection of AT&amp;T's facilities with SWBT's network. A requirement to provide final, as-built drawings is common in other construction contracts. AT&amp;T's proposed language is not unreasonable and should therefore be adopted.</p> | <p><u>Attachment 13: Appendix Collocation</u></p> <p><u>5.X. SWBT will provide telephone equipment detailed drawings depicting the exact location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for SWBT Point of Termination Bay(s) to AT&amp;T within seven (7) days of AT&amp;T's approval of both SWBT's preparation of the Collocated Space and modification of the Eligible Structure.</u></p> | <p>AT&amp;T wants SWBT to provide telephone equipment drawings depicting the exact location, type, and cable termination requirements for point of termination bays within seven (7) days of its approving the Collocated Space preparation. This proposed time period is unreasonably short. SWBT likely will be required to obtain information from third parties, such as vendors, or information from warehouse records, to satisfy AT&amp;T's request. Instead, SWBT proposes that it should have a "commercially reasonable" period of time for providing the requested information.</p> <p>Final detailed engineering drawings are provided by SWBT's drafting contractor. The drafting interval is approximately 38 days after the final</p> |

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| <p>24b. SWBT Statement of Issue:</p> <p>(1) Must SWBT provide information depicting the exact path of AT&amp;T's outside plant ingress and egress into its Collocated Space within</p> | <p>AT&amp;T's proposed language would require SWBT to provide AT&amp;T with detailed drawings of AT&amp;T's outside plant cable ingress and egress into the Collocated Space. This requirement imposes no real burden on SWBT, because SWBT will have created these drawings during its preparation</p> | <p>Attachment 13: Appendix Collocation</p> <p>5.X SWBT will provide detailed telephone equipment drawings depicting the exact path, with dimensions, for AT&amp;T outside plant cable ingress and egress into the Collocated Space.</p> | <p>AT&amp;T wants SWBT to provide "detailed telephone equipment drawings depicting the exact path, with dimensions, for [its] outside plant cable ingress and egress into" the Collocated Space. This information would have to be provided within seven (7) days after</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>SWBT objects to the inclusion of AT&amp;T's language.</p> |
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|                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                         | <p>drafting change. In recent years, SWBT has worked to reduce this interval to two weeks; however, heavy demand and work force issues of its drafting vendor have resulted in the current 38-day interval. Because changes in the drawings can occur up to the end of construction, sometimes SWBT does not submit to the drafting contractor all the data needed to complete the drawings until the construction is almost complete. Therefore, it is not true that SWBT will have the drawings back from the drafting contractor within seven (7) days after AT&amp;T approves the Collocated Space.</p> <p>Once SWBT has received the final drawings, SWBT promptly will provide them to AT&amp;T. This time frame should not delay or inconvenience AT&amp;T because SWBT already will have provided working engineering drawings that contain the necessary information.</p> <p>Thus, AT&amp;T's position is without merit and its request must be denied. Instead, SWBT's proposal, that the information must be provided within a "commercially reasonable period," must be approved.</p> |                                                              |

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| Issue                                                                                                                                                                                                                                               | Resolution language included in proposed contract                                                                                                                                                                                                                                                                                                                                                                                  | Resolution language included in proposed contract                                                                                                                                                                                                                                                                                                                                             | Resolution language included in proposed contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <p>a specified time period?</p> <p>(2) Can AT&amp;T force SWBT to make environmental warranties relating to the ingress and egress into the Collocated Space?</p> <p>AT&amp;T Statement of Issue:</p> <p>Outside plant cable ingress and egress</p> | <p>of the Collocated Space. AT&amp;T requires these drawings so that it can have a record of the AT&amp;T cable ingress and egress and so that AT&amp;T can verify that AT&amp;T's cable uses diverse routes into the SWBT Eligible Structure. A requirement to provide final, as-built drawings is common in other construction contracts. AT&amp;T's proposed language is not unreasonable and should therefore be included.</p> | <p><u>Into AT&amp;T Collocated Space within seven (7) days of AT&amp;T's approval of both SWBT's preparation of the Collocated Space and modification of the Eligible Structure. Such path and any areas around it in which AT&amp;T must work to perform installation will be free of friable asbestos, lead paint (unless encapsulated), radon, and other health or safety hazards.</u></p> | <p>AT&amp;T approves the Eligible Structure modification and the Collocated Space preparation. While SWBT believes it can accommodate AT&amp;T's concerns regarding availability of the equipment drawings, it repeats its objection to including any language in the Agreement that grants AT&amp;T approval rights over the work done in the Eligible Structure or Collocated Space.</p> <p>AT&amp;T's expectation that it will be supplied dimensions of exact paths for outside plant ingress and egress is unreasonable and places an unnecessary administrative burden upon SWBT. Moreover, AT&amp;T's request is inconsistent with the FCC's mandate that facilities should be shared in a way that permits SWBT to "maintain operating efficiency." Interconnection Order at ¶ 11. A general conduit path will be developed at the time of SWBT's price quotation to AT&amp;T. The exact path from the cable vault to the Collocated Space will be determined by the responsible SWBT field officers in such a way as to minimize congestion within the areas between the two points. SWBT will calculate and provide to AT&amp;T the overall cable length for AT&amp;T's use in providing the cable required to reach the collocation space from the manhole.</p> <p>SWBT will provide AT&amp;T an opportunity to review and make notes regarding either the Work Order issued for the placement of its cable facility or a schematic representation of the path and route used. SWBT will determine the</p> |

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| AT&T<br>Issues<br>Included/Excluded | SWBT<br>Issues<br>Included/Excluded                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Disputed Issues<br>Included/Excluded |
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|                                     | <p>format used to provide these data to protect any related proprietary information. This process will afford AT&amp;T the ability to ascertain that SWBT provided its requested level of diverse routing.</p> <p>SWBT will not, however, agree to the seven (7) day time period to provide this information. SWBT's Outside Plant Engineering will need at least seven (7) calendar days after the time needed for the architect to prepare a cage/conduit design. This will allow route measurements and a drawing/work order preparation which shows the complete "entrance facility" route and length information. Thus, seven (7) days is an unreasonably short time period in which to provide information that SWBT is required to obtain from its vendors. The current drafting vendor interval can be more than 45 days. Thus, SWBT should be given a "commercially reasonable" period for providing the information.</p> <p>AT&amp;T wants SWBT to agree that the cable path and any areas in which AT&amp;T must work to perform installation "will be free of friable asbestos, lead paint (unless encapsulated), radon and other health or safety hazards." SWBT objects to these warranties.</p> <p>SWBT will remove lead paint and friable asbestos only in the cage space and common area. AT&amp;T will be permitted to perform work only inside its collocation cage. Therefore, AT&amp;T personnel will not be subjected to environmental hazards from areas outside its cage.</p> |                                      |
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|                                                                                                                                                                                                                                                                                                                                                                                                | Reason why language should be included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | SWBT's language should be included                                                                                                                                                                                                                                                                                                                                                                                                                                           | SWBT's language                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <p>24c.</p> <p>SWBT Statement of Issue:</p> <p>What is a reasonable time period for providing AT&amp;T information about power cabling connectivity?</p> <p>AT&amp;T Statement of Issue:</p> <p>Power Cabling Connectivity</p>                                                                                                                                                                 | <p>AT&amp;T's proposed language would require SWBT to provide AT&amp;T with detailed power connectivity information. This requirement imposes no real burden on SWBT, because SWBT will have created these drawings during its preparation of the Collocated Space. AT&amp;T requires these drawings so that it may verify the use of properly-sized power cable connectivity and so that AT&amp;T may verify that SWBT's power cabling complies with the requirements of this Appendix. A requirement to provide final, as-built drawings is common in other construction contracts. AT&amp;T's proposed language is not unreasonable and should therefore be included.</p> | <p><u>Attachment 13: Appendix Collocation</u></p> <p>5.X SWBT will provide detailed power cabling connectivity information including the sizes and number of power feeders to AT&amp;T within fourteen (14) days of AT&amp;T's approval of both SWBT's preparation of the Collocated Space and modification of the Eligible Structure.</p>                                                                                                                                   | <p>AT&amp;T wants SWBT to provide information concerning power cabling connectivity, including the number of power feeders, within 14 days after it approves the Collocated Space preparation. This is an unreasonably short time period in which to provide such information. SWBT will be required to obtain this information from its vendors or its warehouse records. Thus, SWBT should have a "commercially reasonable" period to provide the requested data.</p>      | <p>SWBT objects to the inclusion of AT&amp;T's language.</p>                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>25.</p> <p>SWBT Statement of Issue:</p> <p>(1) Can AT&amp;T collocate its telecommunications equipment in the Collocated Space and then refuse to connect the equipment to SWBT's network?</p> <p>(2) Can AT&amp;T sublease its Collocated Space to another LSP?</p> <p>(3) If the collocation arrangement is terminated because AT&amp;T fails to place operational telecommunications</p> | <p>AT&amp;T's proposed language would allow SWBT to extend an additional ninety days to AT&amp;T to occupy the space should circumstances beyond the reasonable control of AT&amp;T have prevented AT&amp;T from complying with the equipment placement requirements of this section. AT&amp;T's proposed language imposes no obligation on SWBT to extend additional time to AT&amp;T, but unlike SWBT's proposal, AT&amp;T's proposed language leaves the option open. AT&amp;T's proposed language is reasonable, and it should therefore be adopted.</p>                                                                                                                 | <p><u>Attachment 13: Appendix Collocation</u></p> <p>5.X Unless there are unusual circumstances, AT&amp;T must place telecommunications equipment in the Collocated Space within sixty (60) days after AT&amp;T is permitted to occupy the Collocated Space under Sections 5.X and 5.X above, provided, however, that this sixty (60) day period will not begin until regulatory approval is obtained under Section 3.X above. AT&amp;T may comply with this requirement</p> | <p>SWBT wants to modify this language to require that AT&amp;T interconnect its operational equipment, located in the Collocated Space, to SWBT's network. Otherwise, AT&amp;T's equipment could remain idle and could take up space needed by other collocators - or essentially by SWBT.</p> <p>In Section 251 of the Act, Congress required LECs to provide interconnection and access to UNEs as a means of promoting competition in the local exchange and exchange</p> | <p>SWBT objects to the inclusion of AT&amp;T's language. The language should read:</p> <p>Unless there are unusual circumstances, SWBT will notify AT&amp;T that the Collocated Space is ready for occupancy within seven (7) days after receipt of the payments due. AT&amp;T must place operational telecommunications equipment in the Collocated Space and connect with SWBT's network within sixty (60) days after receipt of such notice; provided, however, that such 60-day</p> |

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| Equipment in the Collocated Space and connect it with SWBT's network, is AT&T liable for the unpaid balance of the charges? | AT&T's Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | SWBT's Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | SWBT's Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <p>AT&amp;T Statement of Issue:</p> <p>How much time may AT&amp;T take before it occupies the Collocated Space?</p>         | <p>AT&amp;T's proposed language would also allow AT&amp;T to comply with the equipment placement requirements of this section by permitting another local service provider to collocate equipment or facilities in AT&amp;T's Collocated Space. Without this language, the sublease and assignment provisions of Section 17.X of this Appendix would be nullified by this section. If AT&amp;T's proposed language for Section 17.1 is included, this AT&amp;T's proposed language for this section should also be included.</p> | <p>by permitting another local service provider to collocate equipment or facilities in the Collocated Space, pursuant to Section 15.X below. If AT&amp;T fails to comply with this requirement, SWBT may offer the Collocated Space to another collocator provided, however, that SWBT may extend an additional ninety (90) days to AT&amp;T upon a demonstration by AT&amp;T that it exercised its best effort to comply with this requirement and that circumstances beyond AT&amp;T's reasonable control that prevented AT&amp;T from complying with this requirement.</p> | <p>period shall not begin until regulatory approval is obtained. If AT&amp;T fails to do so, the collocation arrangement with respect to the particular Collocated Space is terminated except that AT&amp;T shall be liable in an amount equal to the unpaid balance of the charges. For purposes of this section, the AT&amp;T's telecommunications equipment is considered to be operational and interconnected when connected to SWBT's network for the purpose of providing service.</p> |
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|  |  |  | <p>AT&amp;T wants the right to sublease its Collocated Space to another LSP. SWBT objects to this proposal because it is not permitted under the Act.</p> <p>The Act does not authorize AT&amp;T to sublease Collocated Space that it orders. Instead, the Act only gives AT&amp;T the right to locate equipment necessary for its own interconnection or access to UNEs. <u>Interconnection Order at ¶ 579.</u> <u>Subleasing is a commercial or, in this context, an unregulated activity, and both this Commission and the FCC clearly have declared that LECs are not obligated to provide physical collocation for such activities. Arbitrator Report at p. 12; Interconnection Order at ¶ 581.</u> Accordingly, the FCC clearly does not intend that AT&amp;T become a leasing agent for LECs with which it collocates network facilities.</p> <p>AT&amp;T's proposal regarding subleasing is another example of its proclivity to usurp SWBT's FCC-mandated role as the coordinator of the space. SWBT must consider demand when renovating existing and constructing new facilities. <u>Interconnection Order at ¶ 585.</u> SWBT cannot effectively carry out this function if AT&amp;T is permitted to order space that it does not use or to lease the space to sublessees which use it for different purposes than that contemplated when procured by AT&amp;T.</p> <p>The Commission must require AT&amp;T to pay SWBT the unpaid balance of charges related to the preparation</p> |
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| 26. SWBT Statement of Issue: | SWBT's proposal would allow it to increase the "Monthly Charge" to AT&T upon thirty (30) days' notice at any time and for any reason. This language is unreasonable, because it permits SWBT to quote one Monthly Charge prior to the preparation of the Collocated Space and then levy a higher Monthly Charge after AT&T has | Attachment 13: Appendix Collocation | and installation of Collocated Space, even if AT&T fails to eventually place its equipment in the Collocated Space. The Act mandates that SWBT permit the collocation of telecommunications equipment with its network, not that SWBT act as a lender to finance the construction of facilities for new entrants. If AT&T does not pay SWBT the charges related to space preparation, then SWBT must either pass the cost to the consumer or recoup this cost from other LSPs (if any) which subsequently take the same collocation space. In the former scenario, the consumer should not have to pay for AT&T's failure to use the space. In the latter scenario, the subsequent LSP which takes the space effectively will have been denied the opportunity to subcontract the construction of collocation space as provided in the <u>Interconnection Order</u> at ¶ 598. | SWBT opposes the inclusion of AT&T's language. The language should read "The Monthly Charge may be increased upon thirty (30) days' notice by SWBT." |
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| AT&T Statement of Issue:                                                                                                      | Position on Disputed Issue:<br><i>(Include Proposed)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Agreement                                                                                                                                                                                                                                                                                                                             | SWBT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <p>AT&amp;T Statement of Issue:</p> <p>Under what circumstances may SWBT raise the monthly charge for a Collocated Space?</p> | <p>paid for the construction of the Collocated Space. This bait-and-switch approach is unfair and should not be permitted. Moreover, AT&amp;T's alternative language is not unreasonable. AT&amp;T's language would prohibit SWBT from raising the monthly charge for the first six months of AT&amp;T's use of the Collocated Space. For the remainder of AT&amp;T's occupancy of the Collocated Space, SWBT would be permitted to increase the Monthly Charge on thirty (30) days' notice in order to compensate SWBT for an increase in SWBT's actual costs associated with the Collocated Space. AT&amp;T's language would therefore protect SWBT should an increase in SWBT's actual costs render the provision of the Collocated Space uneconomical. SWBT's proposal should be excluded and AT&amp;T's language should be included. If AT&amp;T's definition of the "monthly charge" in Section 3.X is adopted, the charge would consist of only certain specific fees, none of which are subject to large or frequent fluctuations in cost.</p> | <p>increased during the first six months of AT&amp;T's use of the Collocated Space. Thereafter, SWBT may increase the Monthly Charge upon thirty (30) day's notice to AT&amp;T to compensate it for an increase in SWBT's actual costs associated with the Collocated Space; otherwise SWBT will not increase the Monthly Charge.</p> | <p>under the Act and under this Commission's rules.</p> <p>The pricing requirements governing calculation of the Monthly Charge are clear and do not contemplate the restrictions proposed by AT&amp;T. First, pursuant to Section 252(d)(1)(A) of the Act, rates for interconnection, including collocation, shall be based upon the cost of providing such interconnection, shall be non-discriminatory, and shall be priced to earn a reasonable profit.</p> <p>Second, pricing must be consistent with the collocation requirements specified in Part 69 of the FCC's rules. 47 C.F.R. § 51.509(g) (1997); 47 C.F.R. § 69.121(a)(2) (1997).</p> <p>The Monthly Charge is generally for floor space, power, maintenance, administration and taxes. Because the costs associated with the Monthly Charge are expended in order to provide AT&amp;T with access to interconnection and UNEs, the parties have agreed, consistent with the Act, that the Monthly Charge components will be cost-based. SWBT will not agree to a limitation on its ability to ensure that, at all times, the Monthly Charge remains cost-based.</p> <p>SWBT must retain the right to charge prices that reflect its costs, including any changes to Monthly Charge components that may result from ongoing cost studies or other events. In particular, the cost of administering the ongoing requirements of new entrants (both during the first six months of their</p> |

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| SWBT Statement of Issue:                                                                                                                                                                                                                                                                                                                                                               | In the event that AT&T cancels a collocation request or fails timely to occupy the Collocated Space, this section provides for payments between AT&T and SWBT in an attempt to return the parties, as closely as possible, to their pre-contract positions. To accomplish that objective, the section in part requires AT&T to reimburse SWBT for SWBT's non-recoverable costs. AT&T's proposed language would limit AT&T's reimbursement obligation to those non-recoverable costs which are reasonable. Such a limitation is appropriate. Also, like any other ratepayer, AT&T should not have to | Attachment 13: Appendix Collocation<br><br>5.X In the event that AT&T cancels a request for Collocated Space or fails to occupy a Collocated Space in the time provided under Section 5.X above, then in addition to any other remedies that SWBT might have, AT&T will owe to SWBT its reasonable non-recoverable costs less net salvage and less the amounts already paid to SWBT. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; true-up Subcontractor | tenancy and thereafter) may be variable and cannot be predicted with absolute certainty.<br><br>Under Section 251(c)(6) of the Act, all collocation terms must be non-discriminatory. In addition, under Section 252(i) of the Act, SWBT must make the same terms and conditions of its collocation agreement with AT&T available to other potential collocators. See, also, <u>Interconnection Order</u> at ¶ 602. Thus, SWBT would be required to forego any rate increases for the first six (6) months of collocation made available to any collocator. As discussed above, this would be inappropriate because costs associated with each collocator will be different. Indeed, the Missouri PSC acknowledged that each collocation agreement could be priced on a case-by-case basis.<br><br>Thus, AT&T's proposal limiting SWBT's ability to increase the Monthly Charge must be denied. AT&T must place operational equipment in the Collocated Space within a prescribed time period. The parties have agreed that, should AT&T cancel its request for Collocated Space or fail to timely occupy such space, SWBT will be reimbursed for non-recoverable costs less net salvage value. However, AT&T wants to limit this reimbursement liability to "reasonable" non-recoverable costs and SWBT only wants to "estimate" net salvage value for purposes of calculating how much it is owed. AT&T also wants SWBT to provide a detailed invoice itemizing the non- | SWBT objects to the inclusion of AT&T's language which is underlined. |
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| <p>27.<br/>SWBT Statement of Issue:</p> <p>Can AT&amp;T compel SWBT to bear the loss of non-recoverable charges incurred when AT&amp;T cancels a request for Collocated Space or fails to occupy a Collocated Space in the time specified?</p> <p>AT&amp;T Statement of Issue:</p> <p>How should the parties be compensated should AT&amp;T cancel a request for Collocated Space?</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                       |

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| SWBT<br>Proposed Language | AT&T<br>Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | SWBT<br>Proposed Language                                                                                                                                                        | AT&T<br>Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | SWBT<br>Proposed Language |
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|                           | <p>Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. If the amounts already paid to SWBT plus the net salvage exceed SWBT's reasonable nonrecoverable costs, SWBT will refund to AT&amp;T the excess amount within thirty (30) days of the cancellation of the request. <u>SWBT will provide AT&amp;T with a detailed invoice itemizing its non-recoverable costs.</u></p> | <p>AT&amp;T also proposes adding language to set-off "amounts already paid to SWBT." This language is acceptable to SWBT. SWBT opposes the inclusion of AT&amp;T's language.</p> | <p>pay for unreasonable costs incurred by a public utility. AT&amp;T, like any other purchaser of construction services, should not be required to pay unreasonable construction costs; otherwise, SWBT would have no incentive to complete the preparation of the Collocated Space efficiently and economically. AT&amp;T's proposed language would also require SWBT to provide AT&amp;T with a detailed invoice itemizing the non-recoverable costs that SWBT has incurred. This detailed invoice is necessary so that AT&amp;T may determine the nature and amount of SWBT's non-recoverable costs and so that AT&amp;T may determine whether those costs are reasonable. AT&amp;T's proposed language should therefore be included.</p>                                                                                                    |                           |
|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                  | <p>AT&amp;T's proposed language provides that AT&amp;T's liability to SWBT be reduced by the amounts already paid to SWBT. This language is necessary to return the parties, as closely as possible, to their pre-contract positions. Without AT&amp;T's language, this section would constitute an invalid penalty clause, among other reasons, because (1) the situation addressed by the clause is not one in which damages are impossible to pre-estimate with certainty; (2) the penalty paid under the clause is not proportionate to the damages sustained by SWBT but instead is proportionate to the amount already paid by AT&amp;T to SWBT; and (3) the clause is intended by SWBT to impose a penalty on AT&amp;T instead and is not intended as a means to calculate damages. AT&amp;T's proposed language should therefore be</p> |                           |

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|                                                                                                                                                                                                                                                                                  | Reasonable Language Included or Excluded                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | AT&T Language                                                                                                                                                                                                                                                                                                                    | Reasonable Language, Possible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | SWBT Language                                                                                                                                                                                                            |
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| <p>28. SWBT Statement of Issue:</p> <p>Can AT&amp;T have a longer period to pay its bills for collocation charges than all other collocators?</p> <p>AT&amp;T Statement of Issue:</p> <p>What terms and conditions should govern billing and payment of Collocation Charges?</p> | <p>included.</p> <p>SWBT's proposal provides that "estimated" net salvage be deducted from the non-recoverable costs that AT&amp;T must pay to SWBT. AT&amp;T opposes this language, because there is no reason for an "estimated" rather than an actual value to be used; the actual value would better accomplish the objective of placing the parties in their pre-contract positions. SWBT's proposal is therefore unreasonable.</p> <p>AT&amp;T's proposed language would require AT&amp;T to pay SWBT's collocation charges within forty-five (45) days of the billing date. In contrast, SWBT's proposal would require AT&amp;T to pay those charges within thirty (30) days of the billing date. The terms and conditions portion of the Interconnection Agreement contains provisions, agreed to by both parties, that govern billing and payment, requiring AT&amp;T to pay SWBT's bills within thirty (30) days of AT&amp;T's receipt of those bills. Here, considering that SWBT's collocation charges are calculated on a case-by-case basis rather than established in the Interconnection Agreement, AT&amp;T needs fifteen (15) more days to review those charges carefully to determine whether those charges are reasonable. AT&amp;T's proposed departure from the payment terms in the terms and conditions portion of this Interconnection Agreement is justified; AT&amp;T's proposed language should therefore be included.</p> <p>AT&amp;T's other proposed language clarifies that this section applies only to the billing and payment of</p> | <p><u>Attachment 13: Appendix Collocation</u></p> <p>6.X Billing of collocation charges specified in this Appendix shall occur on or about the 25th day of each month, with payment due <u>forty-five (45) days from the bill date</u>. SWBT may change its billing date practices upon thirty (30) days notice to AT&amp;T.</p> | <p>AT&amp;T wants to have 45, instead of 30, days to pay its monthly bills for collocation charges. SWBT opposes this modification because it is inconsistent with its standard billing practices and with its other signed negotiated collocator agreements.</p> <p>Once again, AT&amp;T attempts to make SWBT its lender. In its other collocation agreements, SWBT requires payment no later than thirty (30) days from the billing date. This 30-day payment cycle has been SWBT's long-standing practice, including billing for its regulated services governed by Commission tariffs.</p> <p>AT&amp;T's attempt to obtain more favorable payment terms than its competitor collocators would defeat the mandate in Section 251 of the Act that access to SWBT's network must be just and non-discriminatory. Having a longer payment period than other entrants is like an interest-free loan to AT&amp;T that effectively would reduce its cost of collocation below that of other entrants. Moreover, it is a mechanism by which AT&amp;T would increase SWBT's costs to</p> | <p>SWBT objects to the inclusion of AT&amp;T's language. The first sentence should read: Billing shall occur on or about the 25<sup>th</sup> day of each month with payment due thirty (30) days from the bill date.</p> |

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| AT&T                                                                                                                                                                                                                                                                                                              | Reasonable charges included, excluded or excluded                                                                                                                                                                                                                                                                                                                                                       | AT&T                                                       | Reasonable charges included, excluded or excluded                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | SWBT                                                                                                                                                                                                                                                                                                                                            |
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| <p>29. SWBT Statement of Issue:</p> <p>Can AT&amp;T be exempted from the requirement to pay SWBT interest on late payments that is applicable to all its other Missouri customers?</p> <p>AT&amp;T Statement of Issue:</p> <p>What amount of interest should AT&amp;T pay SWBT on unpaid collocation charges?</p> | <p>collocation charges and does not apply to charges specified in other portions of the Agreement. This language is not unreasonable and should therefore be included.</p>                                                                                                                                                                                                                              | <p>[AT&amp;T opposes the inclusion of SWBT's proposal]</p> | <p>compensate for making such an unnecessary modification. Thus, AT&amp;T's proposal for a longer period to pay bills must be denied.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's intrastate tariff late payment provision(s) applicable to access services in Missouri, or the highest rate permitted by law, whichever is lower, from the due date until paid.</p> |
| <p>Can AT&amp;T be exempted from the requirement to pay SWBT interest on late payments that is applicable to all its other Missouri customers?</p> <p>AT&amp;T Statement of Issue:</p> <p>What amount of interest should AT&amp;T pay SWBT on unpaid collocation charges?</p>                                     | <p>SWBT's proposal conflicts with the interest provisions in the terms and conditions portion of the Interconnection Agreement. Those interest provisions are agreed to by both parties and are reasonable. Moreover, SWBT has advanced no reason why a different interest rate should apply to collocation charges than which applies to other charges under the entire Interconnection Agreement.</p> | <p>[AT&amp;T opposes the inclusion of SWBT's proposal]</p> | <p>The parties agree that AT&amp;T must be assessed interest on overdue payments. However, AT&amp;T wants this interest-payment responsibility limited to the "collocation" charges specified in this Appendix and SWBT does not want such limitations imposed.</p> <p>Once again, AT&amp;T attempts to make SWBT its lender and to obtain special treatment. SWBT applies late payment interest on all categories of charges to all customers in Missouri. AT&amp;T could use its more limited interest payment obligations to competitively disadvantage other collocators. In effect, AT&amp;T seeks an illegal interest-free loan in order to unfairly disadvantage other entrants. Other collocators have agreed to late payment interest and have not sought special treatment. SWBT is prohibited by the provisions mandating just, reasonable, and non-discriminatory treatment in Section 251 of the Act from permitting AT&amp;T to avoid interest-payments on late charges that other collocators are assessed.</p> <p>The parties have agreed in the General Terms and Conditions of the Agreement, which provides: "Except as otherwise specifically provided in this Agreement, interest on overdue invoices will apply at the six-month</p> | <p>In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the terms and conditions set forth in SWBT's intrastate tariff late payment provision(s) applicable to access services in Missouri, or the highest rate permitted by law, whichever is lower, from the due date until paid.</p> |

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| <p>AT&amp;T</p>                                                                                                                                                                                                                                                                                                                                                                                                             | <p>SWBT</p>                                                                                                                                                                                                                                                                                                                                                                                                  | <p>AT&amp;T</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>SWBT</p>                                                                                                                                                                                                                                                                                                                                 | <p>SWBT</p> |
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| <p>require SWBT to bear all relocation costs if SWBT's relocation decision is not justified by any of the factors listed in this section. By continually relocating AT&amp;T's collocated spaces, SWBT could interfere with AT&amp;T's service to end user customers and prevent AT&amp;T from providing quality service to customers. AT&amp;T's proposed language is reasonable, and it should therefore be included.</p> | <p>responsible for any such preparation and will bear all SWBT and AT&amp;T costs associated with the preparation and relocation. If Collocated Space is relocated under this Section 7.X, SWBT and AT&amp;T will cooperate to insure that AT&amp;T will not experience out of service conditions beyond reasonable cut-over intervals while collocated equipment is relocated, reconnected, and tested.</p> | <p>investment in the network, and there is not ordinarily any business incentive to take such drastic action. Responsibility for collocator payment of its relocation costs cannot depend upon whether the collocator views that SWBT's relocation decision was "reasonable." In such cases, however, each collocator should be required to bear its own cost of relocation. Thus, the language in this Appendix should not give AT&amp;T a basis for disputing its obligation to pay, and a basis for forcing SWBT to pay, its relocation costs.</p> <p>Generally, if SWBT decides to move, it is because continuing to maintain the Eligible Structure is uneconomical and inefficient. The Act is premised on the concept that incumbent LECs must share their economies of density, connectivity and scale with new entrants "in a way that permits the incumbent LECs to maintain operating efficiency." <u>Interconnection Order at ¶ 11.</u> When greater operating efficiency is possible at another structure, SWBT should not be held hostage in a structure simply because a collocation arrangement exists that may be required for only a few end users. Moreover, SWBT has broad discretion to determine how an Eligible Structure is used for collocation, including the right to relocate if necessary. 47 C.F.R. § 51.323(f) (1997); <u>Interconnection Order at ¶ 585.</u></p> <p>AT&amp;T appears to misunderstand SWBT's motivations with respect to its proposed modification of this Paragraph. The agreed language</p> | <p>Otherwise SWBT shall be responsible for any such preparation. If Collocated Space is relocated under this Section 7.X, SWBT and AT&amp;T will cooperate to insure that AT&amp;T will not experience out of service conditions beyond reasonable cut-over intervals while collocated equipment is relocated, reconnected, and tested.</p> |             |



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requires AT&T to pay for the preparation of Collocated Space at new locations when the cause for the relocation is beyond SWBT's reasonable control. Such relocation could occur under two scenarios. In the first scenario, SWBT might require AT&T to move from one Collocated Space to another inside an Eligible Structure. If relocation were required frequently and without business justification, then the language of this Paragraph protects AT&T against increased costs by shifting the responsibility for payment to SWBT. Moreover, AT&T could substantiate its objection by arguing that the multiple relocations are not "caused by circumstances beyond the reasonable control of SWBT," and therefore, must be paid by SWBT.

Under the second scenario, relocation could become necessary because a condemnation or governmental requirement makes the continued occupancy of the Eligible Structure uneconomical. In that case, SWBT also would have to move and therefore would incur its own associated costs just like AT&T. SWBT has no incentive to move its facilities and increase its own costs in order to drive up AT&T's costs. If SWBT decides to move, it is because continuing to do otherwise would be uneconomical and inefficient. Therefore this scenario should not pose any significant risk to AT&T. Indeed, AT&T is under no greater risk than SWBT in this second scenario. Each party should expect to incur no more than its cost should such a risk become reality.

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| 31. What terms and conditions should govern the relocation of Collocated Space at AT&T's request?                                                                                                                                                | Under AT&T's proposed language, SWBT must allow AT&T to move the Collocated Space to a new space on a non-discriminatory, first-come, first-served basis. This language is necessary to clarify that the FCC requirement that space be allocated in a non-discriminatory manner applies both to the initial acquisition of Collocated Space and to the relocation of Collocated Space. SWBT's proposal, on the other hand, is ambiguous and would therefore allow SWBT unfettered discretion to deny a relocation request based upon "associated requirements." SWBT's proposal should therefore be excluded, and AT&T's proposed language should be included. | Attachment 13: Appendix Collocation<br>7.X In the event that AT&T requests that the Collocated Space be moved within an Eligible Structure or to another Eligible Structure, SWBT shall permit AT&T to relocate the Collocated Space, subject to the availability of space in a non-discriminatory, first-come, first-served basis.                                                  | Moreover, under either scenario, as discussed above, the already-agreed language adequately protects AT&T. Thus, AT&T's proposal must be rejected.                                                                                                                                                                                                                                                                            | SWBT believes the terms "associated requirements" should be included after the term "space".<br><br>SWBT objects to the inclusion of AT&T's language. The paragraph should read:<br><br>In the event that AT&T requests that the Collocated Space be moved within an Eligible Structure or to another Eligible Structure, SWBT shall permit AT&T to relocate the Collocated Space, subject to the availability of space and associated requirements. AT&T shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and the preparation of the new Collocated Space and the new Eligible Structure as applicable. |
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| 32. SWBT Statement of Issue:<br><br>(1) Can AT&T use any media, other than dielectric fiber optic cable, as a transmission medium to the Collocated Space?<br><br>(2) How must SWBT provide AT&T's entry points?<br><br>AT&T Statement of Issue: | AT&T's proposed language would allow AT&T to use technically appropriate media as a transmission medium to the Collocated Space. In a competitive marketplace, AT&T should be able to use a variety of different transmission media both to address its needs and to meet the needs or desires of its end-user customers. Changes in technology or the needs of a group of customers may require the use of media other than fiber optic cable, copper cable, coaxial cable, or microwave                                                                                                                                                                      | Attachment 13: Appendix Collocation<br>8.X AT&T may use single mode dielectric fiber optic cable, or other technically-appropriate media as a transmission medium to the Collocated Space or Eligible Structure. AT&T may use copper cable or coaxial cable only where interconnection of copper or coaxial cable will not impair SWBT's ability to serve its own customers or other | The parties generally have agreed on the procedures concerning what media AT&T could use for transmission to the Collocated Space. However, AT&T does not want to be limited to using single mode dielectric fiber optic cables. Instead, AT&T it wants the right to use any technically appropriate medium.<br><br>SWBT, in the conduct of its own business, no longer routinely installs (so as to terminate in its central | SWBT objects to the inclusion of AT&T's language.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| <p>Which transmission medium should AT&amp;T be permitted to use?</p> | <p>transmission facilities. AT&amp;T's proposed language that references other "technically-appropriate media" is necessary and reasonable; should a new high-technology transmission medium (such as superconducting wire, for example) become technically feasible for collocation, AT&amp;T should be permitted to use it.</p> | <p>The need to ensure reliability through redundancy or the need to provide a different calling scope than SWBT may require the use of two or more points of entry in order to better serve end user customers. AT&amp;T's proposed language therefore requires SWBT to size newly constructed points of entry to the Eligible Structure to accommodate AT&amp;T's use of those entrance points. This language is consistent with Section 51.323(f)(3) of the FCC Regulations and is not unreasonable. Consequently, AT&amp;T's proposed language should be adopted, and SWBT's proposal should be rejected.</p> | <p>collocators. AT&amp;T may use microwave transmission facilities as a transmission medium to the Eligible Structure where Collocated Space is located, except where microwave transmission facilities are not practical for technical reasons or because of space limitations. SWBT will provide at least two separate points of entry to the Eligible Structure wherever there are at least two entry points for SWBT's cable facilities and at which space is available for new facilities in at least two of those entry points. Where such space is not immediately available, if SWBT makes additional entry points available for SWBT's use, SWBT will size such separate points of entry to accommodate AT&amp;T's use of such entry points. In each instance, where SWBT performs such work in order to accommodate its own needs and those specified by AT&amp;T's written request, AT&amp;T and SWBT will share the costs of sizing the entry points incurred by SWBT by prorating those costs using the number of cables to be placed in the entry point by each of the two parties in the first twelve (12) months thereafter.</p> | <p>offices) copper cable. That technology is not as attractive as fiber optic cable because there are fewer uses for it and it consumes valuable space and maintenance resources. Fiber optic cable, by contrast, supports all levels of service. SWBT's practice with respect to cable television companies is to place fiber cables and not coax entrance cables in SWBT's central offices to support video services. All new video connection or distribution services use fiber cables to connect offices/switches to lead ends and to major distribution facilities -- where coax (maybe) is used for the final link to the subscriber. A current example is SWBT's "Super Trunk Video Service" -- (fiber), but the use of fiber feeder cables is the current standard for new technology deployments in the Cable TV industry.</p> <p>It is extremely doubtful that AT&amp;T could demonstrate a current technology applying coax in this manner. SWBT expects AT&amp;T to use the same forward-looking technology, and will not terminate copper cables in its central office for AT&amp;T.</p> <p>SWBT opposes AT&amp;T's proposed inclusion of "or other technically-appropriate media." SWBT does not want this language included because it would permit AT&amp;T to use copper or coaxial cable. In its decision, Expanded Interconnection with Local Telephone Company Facilities, Memorandum Opinion and Order, CC Dkt. No. 91-141, 9 FCC Rod 5154, 5179 (1994) (the "Expanded</p> |
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| <p>AT&amp;T<br/>Rationale for any higher priority<br/>proposed collocation</p> | <p>SWBT<br/>Rationale for any higher priority<br/>proposed collocation</p> | <p>SWBT<br/>Rationale for any higher priority<br/>proposed collocation</p> | <p>SWBT<br/>Rationale for any higher priority<br/>proposed collocation</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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|                                                                                |                                                                            |                                                                            | <p>Interconnection Order'), the FCC explained why it permits interconnection of copper or coaxial cable facilities only on approval by its Common Carrier Bureau. Specifically, the FCC stated that copper and coaxial cables use conduit space much less efficiently than fiber.</p>                                                                                                                                                                                                                                                                         |
|                                                                                |                                                                            |                                                                            | <p>The FCC's rationale applies to AT&amp;T's proposal herein. If, only under virtual or physical collocation arrangements, collocators request that such cable be brought into SWBT's central offices, conduit or riser space might quickly be exhausted, because it would use a greater amount of SWBT's physical capacity than other media. This dedication of more extensive capacity to accommodate the copper or coaxial cable likely would impair SWBT's ability to serve its other customers or subsequent collocators.</p>                            |
|                                                                                |                                                                            |                                                                            | <p>SWBT is concerned that copper or coaxial cable would consume entrance space and user duct capacity faster than fiber due to the differences in capacity and the larger physical diameter of coaxial cable. Coaxial cable interconnection is costly and could crowd out fiber interconnection. Thus, SWBT would be forced to reconfigure its central offices, potentially leaving it with an unusable investment when interconnectors change over to fiber. In addition, SWBT likely would be left with inadequate capacity to serve other collocators.</p> |
|                                                                                |                                                                            |                                                                            | <p>The addition of AT&amp;T's language will</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <p>SWBT<br/>AT&amp;T</p> | <p>provide it with another warehousing opportunity, this time "warehousing through technology," by using the less efficient copper and coaxial fiber to lock-up collocation space. Moreover, this opportunity to minimize available collocation capacity would retard provision of competitive local service. Therefore, the Commission, pursuant to the pro-competitive provisions of OAC 165.55-17-5(c)(6) and Section 251(c)(6) of the Act, must not include AT&amp;T's proposed language and must expressly disapprove AT&amp;T's use of copper and coaxial fiber.</p> | <p>Under the proposed modification, SWBT would agree that its own entry points will be sized to accommodate AT&amp;T's needs when a written request is provided within the preceding 12 months. AT&amp;T has proposed a mechanism whereby it can obtain additional entry points into an Eligible Structure. Under this mechanism, AT&amp;T would have the right to make a written request to SWBT for additional entry points. Then, whenever SWBT makes additional entry points available for its own use, it would increase the size of such new entry points to accommodate AT&amp;T's use. AT&amp;T and SWBT would share the cost of sizing the entry points by prorating costs using the number of entry cables to be placed by each party in the following twelve months.</p> <p>SWBT objects to AT&amp;T's proposed language, but believes that negotiation of additional language might reconcile the parties' interests. SWBT agrees that sharing the cost</p> |
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| SWBT                                                                                                                                                                                                                  | Reason for Dispute                                                                                                                                                                                               | AT&T Language                                                                                                                                                                                                                                                                                              | SWBT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | SWBT                                                                                                                                                                                                                                                                                                                                                                                           |
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|                                                                                                                                                                                                                       | <p>of building additional entry points may be desirable, but SWBT believes that AT&amp;T should share the full cost of constructing the entry facility on such prorated basis, not just in the sizing of it.</p> |                                                                                                                                                                                                                                                                                                            | <p>SWBT also acknowledges the usefulness of collocators having at least two entry points into Eligible Structures to achieve diverse routing and security. However, collocators must be required to utilize fully their current entry points before obtaining new entry points. Thus, any contract provision for collocators to obtain additional entry points (beyond the minimum of two) also should empower SWBT to manage the resource of entrance facilities to prevent their inefficient use or warehousing. Management of the construction and use of entry facilities is within the scope of SWBT's authority under Section 51.323 of the FCC's rules, which permit it to impose reasonable warehousing restrictions of unused space by collocators and it is within SWBT's obligation set forth in the Interconnection Order (¶ 585) to take collocator demand into account when renovating and building facilities.</p> | <p>SWBT objects to the inclusion of AT&amp;T's language.</p>                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                       |                                                                                                                                                                                                                  | <p><u>Attachment 13: Appendix Collocation</u></p> <p>9.X SWBT will provide Intraoffice facilities (e.g., DSO, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations as well as optical, coaxial or twisted-pair interconnected cabling), as requested by AT&amp;T to meet AT&amp;T's need for placement of</p> | <p>AT&amp;T's proposed language in this section sets forth terms and conditions that govern various technical requirements regarding SWBT's provision and AT&amp;T's use of the Collocated Space. These provisions are needed to ensure that the networks are compatible so that interconnection works and customers can continue to receive reliable high-quality service. Specifically, AT&amp;T's</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>AT&amp;T wants a provision in this Appendix that would require SWBT to provide intraoffice facilities (e.g., specific terminations as well as optical, coaxial or twisted-pair interconnected cabling) it requests for placement of equipment, interconnection or provision of service. SWBT objects to this proposed language. The facilities that AT&amp;T requests are references to</p> |
| <p>33.<br/>SWBT Statement of Issue:<br/><br/>What intraoffice facilities is SWBT required to provide AT&amp;T for its Collocated Space?</p> <p>AT&amp;T Statement of Issue:<br/><br/>Should this Appendix address</p> |                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                |

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| <p>Technical requirements for provision of the following items related to the Collocated Space?</p> <p>a. intraoffice facilities.</p> | <p>proposed language is necessary so that AT&amp;T may use a variety of signal levels and therefore provide better service to its end user customers. Moreover, AT&amp;T's proposed language would require SWBT to provide synchronous timing to ensure that SWBT and AT&amp;T's networks will be compatible. Neither of these requirements would impose an unreasonable burden upon SWBT, and AT&amp;T's proposed language should therefore be included.</p> | <p>equipment, interconnection, or provision of service. SWBT will provide synchronous timing to AT&amp;T equipment to maintain compatibility with SWBT office equipment</p> | <p>services. While some of them may be UNEs or transport services, they are not items for which SWBT must provide collocation. Thus, it is not appropriate to treat them in this Appendix. Instead, these facilities should be addressed in the appropriate Appendix to the Agreement or in an applicable tariff.</p> <p>AT&amp;T incorrectly characterizes DS0, DS1, DS3, OC3, OC12, OC48, ST-1 terminations, and optical, coaxial and twisted-pair interconnected cabling, as "intra-office facilities" subject to cost-based pricing requirements. To the contrary, such termination and cabling are tariffed "services" and are not "facilities." More importantly, SWBT does not provide OC3, OC12, OC48, or ST-1 stand-alone services at this time.</p> <p>Through collocation, SWBT provides, at cost, the physical interconnection for collocators. By contrast, since the enumerated termination and cabling are "services," nothing in the Act obligates SWBT to provide them at cost or at all. Instead, these services are provided pursuant to approved tariffs.</p> <p>AT&amp;T's statement, that requiring SWBT to provide these services at cost would not impose an unreasonable burden, is absurd. These are services SWBT offers under tariff at permissible rate levels to earn a profit. Forcing SWBT to price them at cost is not contemplated under the Act, the <u>Interconnection Order</u>, or the FCC's rules.</p> |
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| SWBT<br>Collocated Space<br>Access                                                                                                                                                                                      | AT&T<br>Collocated Space<br>Access                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | SWBT<br>Collocated Space<br>Access                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | AT&T<br>Collocated Space<br>Access                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | SWBT<br>Collocated Space<br>Access                           |
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| <p>33b.<br/>SWBT Statement of Issue:</p> <p>Should AT&amp;T have unfettered access to the Eligible Structure and its competitors' equipment?</p> <p>AT&amp;T Statement of Issue:</p> <p>access to collocated space.</p> | <p>AT&amp;T's proposed language would require SWBT to allow AT&amp;T to access the Collocated Space twenty-four hours per day, seven days per week. SWBT's alternative proposal would allow AT&amp;T to access the collocated space only at "reasonable times." SWBT's position is unreasonable for a number of reasons. First, parity favors AT&amp;T's access to the Collocated Space twenty-four hours per day, seven days per week, because SWBT may access its own equipment during those times. Second, AT&amp;T may require access to its Collocated Space outside of reasonable business hours. AT&amp;T will require access to the Collocated Space to repair its equipment, should that equipment fail at night or on the weekends, to avoid unnecessary disruption of service to AT&amp;T's customers. AT&amp;T's proposed language is not unreasonable and should therefore be included.</p> <p>The remainder of AT&amp;T's proposed language would require that SWBT's security restrictions on AT&amp;T be no more restrictive than those that SWBT places on its own employees. While the FCC regulations allow SWBT to impose "reasonable security arrangements to separate a collocating telecommunications carrier's space from the incumbent LEC's facilities," FCC Regs § 51.323(i), they do not allow SWBT to impose security arrangements on AT&amp;T employees that it is not willing to impose on its own employees. The requirement that SWBT's security</p> | <p><u>Attachment 13: Appendix Collocation</u></p> <p><u>9.X. Other than reasonable security restrictions, SWBT will place no restriction on access to the AT&amp;T Collocated Space by AT&amp;T's employees and designated agents. Such space will be available to AT&amp;T employees and designated agents twenty-four (24) hours per day each day of the week. In no case will any security restrictions at the Eligible Structure be more restrictive than those SWBT places on its own personnel.</u></p> | <p>Thus, AT&amp;T's proposed language must be rejected.</p> <p>AT&amp;T asserts that SWBT should not place any restrictions on access to the Collocated Space and that SWBT should not impose any security restrictions at the Eligible Structure more restrictive than those it places on its own personnel. SWBT will not agree to AT&amp;T's proposed language.</p> <p>SWBT requires the right to ensure that its equipment (and that of other collocators) cannot be accessed by competitors. Section 51.323(i) of the FCC's rules permits SWBT to require reasonable security arrangements to separate a collocating telecommunications carrier's space from its own facilities.</p> <p>SWBT must impose greater security restrictions at the Eligible Structure than it imposes on its personnel for several reasons. First, SWBT owns or leases the Eligible Structure. SWBT must inspect and maintain the building and facilities and administer the collocating LSPs there. Those activities necessitate access by SWBT personnel to the entire Eligible Structure, including all the Collocated Space. Personnel of AT&amp;T and of other collocators do not require and, for preservation of security and fair competition, must not have access to the entire Eligible Structure.</p> <p>AT&amp;T argues that it must be provided access to the Collocated Space 24 hours a day, seven (7) days a week, because that is the</p> | <p>SWBT objects to the inclusion of AT&amp;T's language.</p> |



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| SWBT<br>Reasonable Efforts to Accommodate | AT&T<br>Reasonable Efforts to Accommodate                                                                                                                                                                                   | SWBT<br>Reasonable Efforts to Accommodate | AT&T<br>Reasonable Efforts to Accommodate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | SWBT<br>Reasonable Efforts to Accommodate |
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|                                           | <p>arrangements be applied to both SWBT and AT&amp;T employees would encourage SWBT to design security arrangements that are fair but not overly oppressive. AT&amp;T's proposed language should therefore be included.</p> |                                           | <p>level of access SWBT personnel are given. AT&amp;T is wrong.</p> <p>First, AT&amp;T misrepresents the FCC's requirements concerning the level of security that SWBT must provide. AT&amp;T claims that, under Section 51.323(i) of the FCC's rules, SWBT must not impose security arrangements on a collocater's employees that it is not willing to impose on its own employees. A plain reading of this rule, as well as the related passage in the <u>Interconnection Order</u> (§ 598), reveals that this alleged "parity" regarding security measures is nowhere to be found.</p> <p>Second, SWBT does not have personnel at all its potential Eligible Structures, 24 hours a day, seven (7) days a week. Due to the security concerns raised in SWBT's discussion of this Paragraph 9.2 in its Initial Brief, SWBT cannot give AT&amp;T or any other collocater unfettered access to the Eligible Structure. Consequently, AT&amp;T may not always have access to its Collocated Space unless it is through an emergency call to SWBT personnel. SWBT is not staffed at every central office to accommodate "emergency" visits from collocaters 24 hours a day; the provision of such staff would require SWBT to employ additional personnel and would significantly increase AT&amp;T's cost of collocation. SWBT, however, will make a reasonable effort to provide AT&amp;T Collocated Space where direct access is possible, subject to the first-come, first-served requirements of this Commission and the Act.</p> |                                           |

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| 33c. SWBT Statement of Issue:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | AT&T's proposed language requires that AT&T's collocated equipment be "used and useful," as is required by Section 579 of the FCC Order. SWBT's opposition to this language, on the ground that AT&T's collocated equipment be indispensable, has already been rejected by the FCC. The remainder of AT&T's proposed language would allow AT&T to collocate equipment that is similar to remote switching module equipment (RSM), such as the Lucent EXM or Nortel RSC-C. Such similar equipment performs the same function as an RSM, but may not share the name RSM. SWBT's opposition to AT&T's proposed language emphasizes nomenclature instead of functionality. AT&T's proposed language should therefore be included. | Attachment 13: Appendix Collocation | Use of collocated equipment for interconnection or access to UNEs — AT&T wants to insert switching equipment to the extent that it is used for interconnection or access to UNEs. SWBT disagrees. SWBT will allow collocators to install, in its central offices, remote switching module equipment in space dedicated to AT&T, if space permits, for accessing UNEs or for network interconnection. That commitment on SWBT's part is already beyond the scope of what the Act requires. Neither the Act, nor the Interconnection Order, nor the FCC's rules, require SWBT to collocate any switching equipment at all. Therefore, SWBT will not agree to a provision that could be construed to require collocation of switching equipment. Moreover, it must be emphasized that the remote switching modules SWBT already has agreed to place in an Eligible Structure are not "collocated" within the meaning of the term. | Therefore, the Commission must strike the language proposed by AT&T. | SWBT objects to the inclusion of AT&T's language. The paragraph should read:<br><br>Subject to the other provisions hereof, AT&T may collocate the amount and type of telecommunications equipment necessary in its Collocated Space for access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to Section 10.X hereof, other collocators. All AT&T equipment placed in the Collocated Space will conform to the equipment standards set forth in this Agreement and be operated in a manner not inconsistent with SWBT's network. Except as provided herein or as otherwise agreed in writing by the Parties, equipment for enhanced or information services or other services not under the control of the State Commission may not be placed in Collocated Space. Where space permits and for the purposes set forth in this Section 9.X, SWBT shall allow AT&T to locate remote switching module equipment (RSMs) in the Collocated Space if the Collocated Space is within a SWBT central office; provided, however, that SWBT shall have no requirement to provide RSMs on a virtual collocation basis. Except as provided herein, SWBT will place no restriction or limitation on AT&T as to the use or functionality of that equipment in providing |
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| 33c. SWBT Statement of Issue:<br><br>(1) Must SWBT agree that AT&T may place switching equipment in its Eligible Structures to the extent that it is used for interconnection or access to unbundled elements?<br><br>(2) Must SWBT agree to collocate equipment that is "used or useful" (rather than "necessary") in SWBT's Eligible Space when the FCC's interpretation of "necessary" is under judicial review?<br><br>(3) Is SWBT required to collocate AT&T's enhanced or information services equipment?<br><br>(4) Must SWBT agree to provide AT&T with remote switching module equipment on a virtual collocation basis?<br><br>(5) Can SWBT limit the use or functionality of AT&T's collocated equipment to the provision of telecommunications services? | AT&T's proposed language requires that AT&T's collocated equipment be "used and useful," as is required by Section 579 of the FCC Order. SWBT's opposition to this language, on the ground that AT&T's collocated equipment be indispensable, has already been rejected by the FCC. The remainder of AT&T's proposed language would allow AT&T to collocate equipment that is similar to remote switching module equipment (RSM), such as the Lucent EXM or Nortel RSC-C. Such similar equipment performs the same function as an RSM, but may not share the name RSM. SWBT's opposition to AT&T's proposed language emphasizes nomenclature instead of functionality. AT&T's proposed language should therefore be included. | Attachment 13: Appendix Collocation | Use of collocated equipment for interconnection or access to UNEs — AT&T wants to insert switching equipment to the extent that it is used for interconnection or access to UNEs. SWBT disagrees. SWBT will allow collocators to install, in its central offices, remote switching module equipment in space dedicated to AT&T, if space permits, for accessing UNEs or for network interconnection. That commitment on SWBT's part is already beyond the scope of what the Act requires. Neither the Act, nor the Interconnection Order, nor the FCC's rules, require SWBT to collocate any switching equipment at all. Therefore, SWBT will not agree to a provision that could be construed to require collocation of switching equipment. Moreover, it must be emphasized that the remote switching modules SWBT already has agreed to place in an Eligible Structure are not "collocated" within the meaning of the term. | Therefore, the Commission must strike the language proposed by AT&T. | SWBT objects to the inclusion of AT&T's language. The paragraph should read:<br><br>Subject to the other provisions hereof, AT&T may collocate the amount and type of telecommunications equipment necessary in its Collocated Space for access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to Section 10.X hereof, other collocators. All AT&T equipment placed in the Collocated Space will conform to the equipment standards set forth in this Agreement and be operated in a manner not inconsistent with SWBT's network. Except as provided herein or as otherwise agreed in writing by the Parties, equipment for enhanced or information services or other services not under the control of the State Commission may not be placed in Collocated Space. Where space permits and for the purposes set forth in this Section 9.X, SWBT shall allow AT&T to locate remote switching module equipment (RSMs) in the Collocated Space if the Collocated Space is within a SWBT central office; provided, however, that SWBT shall have no requirement to provide RSMs on a virtual collocation basis. Except as provided herein, SWBT will place no restriction or limitation on AT&T as to the use or functionality of that equipment in providing |
| AT&T Statement of Issue:<br><br>equipment standards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | AT&T's proposed language requires that AT&T's collocated equipment be "used and useful," as is required by Section 579 of the FCC Order. SWBT's opposition to this language, on the ground that AT&T's collocated equipment be indispensable, has already been rejected by the FCC. The remainder of AT&T's proposed language would allow AT&T to collocate equipment that is similar to remote switching module equipment (RSM), such as the Lucent EXM or Nortel RSC-C. Such similar equipment performs the same function as an RSM, but may not share the name RSM. SWBT's opposition to AT&T's proposed language emphasizes nomenclature instead of functionality. AT&T's proposed language should therefore be included. | Attachment 13: Appendix Collocation | Use of collocated equipment for interconnection or access to UNEs — AT&T wants to insert switching equipment to the extent that it is used for interconnection or access to UNEs. SWBT disagrees. SWBT will allow collocators to install, in its central offices, remote switching module equipment in space dedicated to AT&T, if space permits, for accessing UNEs or for network interconnection. That commitment on SWBT's part is already beyond the scope of what the Act requires. Neither the Act, nor the Interconnection Order, nor the FCC's rules, require SWBT to collocate any switching equipment at all. Therefore, SWBT will not agree to a provision that could be construed to require collocation of switching equipment. Moreover, it must be emphasized that the remote switching modules SWBT already has agreed to place in an Eligible Structure are not "collocated" within the meaning of the term. | Therefore, the Commission must strike the language proposed by AT&T. | SWBT objects to the inclusion of AT&T's language. The paragraph should read:<br><br>Subject to the other provisions hereof, AT&T may collocate the amount and type of telecommunications equipment necessary in its Collocated Space for access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to Section 10.X hereof, other collocators. All AT&T equipment placed in the Collocated Space will conform to the equipment standards set forth in this Agreement and be operated in a manner not inconsistent with SWBT's network. Except as provided herein or as otherwise agreed in writing by the Parties, equipment for enhanced or information services or other services not under the control of the State Commission may not be placed in Collocated Space. Where space permits and for the purposes set forth in this Section 9.X, SWBT shall allow AT&T to locate remote switching module equipment (RSMs) in the Collocated Space if the Collocated Space is within a SWBT central office; provided, however, that SWBT shall have no requirement to provide RSMs on a virtual collocation basis. Except as provided herein, SWBT will place no restriction or limitation on AT&T as to the use or functionality of that equipment in providing |

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| <p>AT&amp;T</p> | <p>SWBT</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>power-generating or external power-storage equipment, but in no event lead acid batteries, shall be placed in the Collocated Space. The point of termination (POT) bay will be located inside the caged area, equipped and cabled as requested by AT&amp;T to minimize cable additions on an ongoing basis.</p>                                                                            |
| <p>LEC</p>      | <p>switching equipment . . . . The FCC declined to impose a general requirement to collocate switching equipment because "it does not appear that it is used for the actual interconnection or access to unbundled network elements."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Interconnection Order at ¶ 581. Recognizing that modern technology has blurred the line between switching equipment and multiplexing equipment (which must be collocated), the FCC stated that, when the functionality of a particular piece of equipment is in dispute, the state commissions will decide whether the equipment is really used for interconnection or access to UNEs.</p> |
| <p>AT&amp;T</p> | <p>AT&amp;T seeks to usurp the Commission's role and force SWBT to agree that it will collocate switching equipment. When AT&amp;T wants to place switching equipment in SWBT facilities, it can so notify SWBT. If the equipment is clearly necessary for interconnection or access to UNEs, then SWBT will permit its placement if space and power permit. If the functionality of the equipment is disputed, then the Commission will be asked to decide whether SWBT must permit its placement. SWBT should not be forced to agree to AT&amp;T's proposed language when it is not required to do so under Section 51.323(c) of the FCC's rules. Therefore, the Commission must strike AT&amp;T's proposed addition.</p> | <p>(2) AT&amp;T only can collocate certain equipment — AT&amp;T wants</p>                                                                                                                                                                                                                                                                                                                     |
| <p>SWBT</p>     | <p>remainder of SWBT's proposal would prohibit AT&amp;T from collocating RSMs on a virtual collocation basis. Such language exceeds the scope of the Commission Order and should therefore be excluded.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p></p>                                                                                                                                                                                                                                                                                                                                                                                       |
| <p></p>         | <p></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p></p>                                                                                                                                                                                                                                                                                                                                                                                       |

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

| <p>For<br/>SWBT<br/>Interconnection<br/>Agreement</p>                                                                        | <p>For<br/>AT&amp;T<br/>Interconnection<br/>Agreement</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>For<br/>AT&amp;T<br/>Interconnection<br/>Agreement</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>For<br/>AT&amp;T<br/>Interconnection<br/>Agreement</p> | <p>For<br/>AT&amp;T<br/>Interconnection<br/>Agreement</p> |
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| <p>to include language that its collocated equipment must be "used and useful." SWBT opposes inclusion of this language.</p> | <p>Section 251(c)(6) of the Act requires the collocation of equipment "necessary" for interconnection or access to UNEs. In its Interconnection Order at ¶ 579, the FCC determined that "necessary" means "used." This concept is also incorporated in Section 51.323(b) of the FCC's rules. The FCC's interpretation is an appeal. Unless overruled, "necessary" means "used." If the appeal is successful, then the concept "used" will go further than Congress intended when it used the word "necessary" in the Act. That, in turn, will result in SWBT having been forced to agree to language in the Appendix that requires collocation of equipment that it otherwise would not have consented to collocate.</p> | <p>(3) Use of collocated equipment for enhanced or information services — SWBT wants to add language prohibiting AT&amp;T from collocating enhanced or information services equipment. The FCC declared that LECs are not obligated to provide physical collocation for "equipment necessary to provide enhanced services." Interconnection Order at ¶ 581. See, also, 47 C.F.R. § 53.321(c) (1997). An "information" service is an "enhanced" service. See 47 U.S.C. § 153(20)(1997). Thus, SWBT is not required to provide physical collocation for AT&amp;T's enhanced services</p> |                                                           |                                                           |

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

| SWBT Statement of Issue                                                                                                                                                      | AT&T Proposed Language                                                                                                                                                                                                                                   | SWBT Proposed Language | AT&T Proposed Language                                                                                                                                                       | SWBT Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | SWBT Statement of Issue                                      |
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| <p>33d. SWBT Statement of Issue:</p> <p>Must SWBT provide AT&amp;T personnel and designated agents access to bathrooms and drinking water within the Eligible Structure?</p> | <p>AT&amp;T's proposed language in this section would require SWBT to provide access to eyewash stations, shower stations, bathrooms, or drinking water on a twenty-four hour per day, seven day per week basis. Such requirements are necessary for</p> |                        | <p><u>Attachment 13: Appendix Collocation</u></p> <p>9.X Where security will permit (mechanical or via escort), and where available, SWBT will provide access to eyewash</p> | <p>(4) Collocation of remote switching modules — SWBT's commitment allowing AT&amp;T to install remote switching module equipment in central offices is beyond the requirements in the Act. If SWBT nevertheless agrees to permit the placement of certain switching equipment, its contractual obligation must be limited to physical placement. Therefore, the Commission must insert the limiting language about remote switching modules proposed by SWBT.</p> <p>(5) Use of switching equipment for telecommunications services — SWBT's proposed language simply tracks the language of Section 251(c)(6) of the Act, which states that LECs must provide access to unbundled network elements "for the provision of a telecommunications service." As previously discussed, SWBT's agreement to allow placement of remote switching modules exceeds what the Act requires. If SWBT nevertheless agrees to permit the collocation of switching equipment, it must be free to restrict the use of that equipment to those services contemplated by both the Act and by the FCC in its <u>Interconnection Order</u> (§ 581).</p> | <p>SWBT objects to the inclusion of AT&amp;T's language.</p> |

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

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| <p>AT&amp;T Statement of Issue:<br/><br/>access to water supply and toilet facilities.</p>                  | <p>the safety and comfort of AT&amp;T's employees and are not unreasonable. Indeed, for SWBT to refuse access would be unreasonable and would impermissibly discriminate against AT&amp;T, as SWBT provides such facilities for its own employees at its own Eligible Structures. AT&amp;T's proposed language should therefore be included.</p> | <p>stations, shower stations, bathrooms, and drinking water within the Eligible Structure on a twenty-four (24) hour per day, seven (7) day per week basis for employees and designated agents of AT&amp;T. Whenever technically feasible, SWBT will design Collocated Space to allow for such access on a twenty-four (24) hour per day, seven (7) day per week basis.</p> | <p>When security considerations permit, SWBT will provide access to bathrooms. SWBT personnel will not escort AT&amp;T personnel to the bathroom. SWBT will permit AT&amp;T to provide its own eyewash station in, and bring its own bottled water to, Collocated Space. In many cases, however, SWBT may have to restrict AT&amp;T personnel to the Collocated Space. SWBT lacks the staff to monitor AT&amp;T personnel and to maintain reasonable security arrangements.</p> | <p>There is no requirement that SWBT provide AT&amp;T access to bathrooms or drinking water, or that it must design any future Eligible Structure to allow for bathroom access when it is technically possible to do so, by all LSPs collocated in the Eligible Structure, at their expense. SWBT can require a collocation cage inside its facility to physically separate competitors' equipment and to prevent access by unauthorized personnel to any party's equipment. Interconnection Order at ¶¶ 596, 598, Section 51.323(j) of the FCC's rules permits SWBT to require reasonable security arrangements to separate AT&amp;T's Collocated Space from the remainder of the Eligible Structure. Therefore, the Commission must strike AT&amp;T's proposed language.</p> | <p>SWBT objects to the inclusion of AT&amp;T's language.</p> |
| <p>33e.<br/>SWBT Statement and Issue:<br/><br/>Must SWBT complete an Environmental, Health &amp; Safety</p> | <p>AT&amp;T's proposed language in this section would require SWBT to complete an environmental, health, and safety questionnaire for each Eligible Structure in which AT&amp;T</p>                                                                                                                                                              | <p>Attachment 13: Appendix Collocation<br/><br/>9.X SWBT will complete an Environmental, Health, &amp; Safety</p>                                                                                                                                                                                                                                                           | <p>AT&amp;T wants to add a Paragraph requiring SWBT to complete an Environmental, Health &amp; Safety Questionnaire (the "Questionnaire") for each Eligible Structure in which</p>                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                              |

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

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| <p>Questionnaire for each Eligible Structure in which AT&amp;T applies for Collocated Space?</p> <p>AT&amp;T Statement of Issue:<br/>environmental, health and safety concerns</p> | <p>applies for Collocated Space. AT&amp;T requires this questionnaire, so that it may insure the safety of its workers in SWBT's structures, and so that AT&amp;T may make an informed decision whether to collocate in those structures. AT&amp;T also requires this information for insurance purposes. The completion of the requested questionnaire would impose no great burden upon SWBT, and SWBT would be compensated for any such burden through the engineering design charge paid by AT&amp;T pursuant to Section 3.X of this Appendix.</p> | <p><u>Questionnaire for each Eligible Structure in which AT&amp;T applies for Collocated Space. AT&amp;T may provide this questionnaire with its collocation application, in which case SWBT will complete that questionnaire and return it to AT&amp;T within fourteen (14) days.</u></p> | <p>AT&amp;T applies for Collocated Space. There is no requirement in the Act or in this Commission's rules that SWBT must complete such a Questionnaire. SWBT will comply with all applicable federal and state laws regarding environmental, health and safety issues. SWBT expects all collocators similarly to comply with such laws. This Questionnaire, however, appears to be a unique internal AT&amp;T requirement before it leases space. No other collocators appear to use this unique AT&amp;T Questionnaire, nor have they asked for any similar document.</p> <p>SWBT suggests that AT&amp;T either forego physically collocating or change its practices. AT&amp;T also may, at its sole expense and irrespective of the results, conduct a survey of the area limited to its collocation cage. If SWBT were to be required to complete the Questionnaire for each Eligible Structure, then it must charge AT&amp;T for the related expenses needed because such costs are not included in any present physical collocation charge. Therefore, the Commission must strike AT&amp;T's proposed Paragraph of this Appendix.</p> | <p>34. SWBT Statement of Issue:<br/>Should AT&amp;T be held accountable for submitting an inaccurate list of equipment to be collocated in a particular Collocated Space?</p> <p>AT&amp;T Statement of Issue:</p> | <p>SWBT's proposal would render any mistake or inaccuracy in any list of collocated equipment a material breach of this Appendix, consequently triggering the series of harsh events that SWBT has proposed in case of material breach by AT&amp;T (including repossession of all AT&amp;T Collocated Spaces and the rejection of all AT&amp;T applications for Collocated Spaces.)</p> | <p><u>Attachment 13: Appendix Collocation</u><br/>10.X AT&amp;T will list all of its equipment and facilities that will be placed within the Collocated Space, with the associated power requirements, floor loading, and heat release of each piece on the "Physical Collocation Application</p> | <p>For the most part, SWBT and AT&amp;T reached agreement. AT&amp;T, however, continues to insist that it should not be held accountable for submitting an inaccurate list of equipment to be placed in a particular physical collocation arrangement.</p> <p>The list of collocated equipment is</p> | <p>The paragraph should read:<br/>AT&amp;T will list all of its equipment and facilities that will be placed within the Collocated Space, with the associated power requirements, floor loading, and heat release of each piece on the "Physical Collocation Application Form." AT&amp;T warrants that this list is complete and</p> |
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**XI. COLLOCATION  
CONTRACTUAL DISPUTE ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

| What terms and conditions govern AT&T's list of collocated equipment? | "Any" mistake would include instances in which AT&T overstated the power requirement, floor loading or heat release of equipment. Such an error should not be classified as a material breach when SWBT would not be harmed by such error. Given the substantial hardships imposed on AT&T and its end user customers upon the establishment of a material breach, the items considered to be a material breach of this Appendix should be very limited in number. AT&T submits that any mistake or inaccuracy in any list of collocated equipment would be minimal enough in comparison to the overall breadth of this Appendix that it should not be classified as a material breach. Accordingly, AT&T's proposed language should be included, and SWBT's proposal should be excluded. | Form." AT&T warrants that this list is complete and accurate. AT&T shall not place or leave any equipment or facilities within the Collocated Space beyond those listed on the Physical Collocation Application Form without SWBT, as specified in Section 10.X below. | critical to SWBT for several reasons. First, SWBT must ensure that AT&T is using the Collocated Space for its intended purpose of interconnection and access to UNEs. SWBT has the right to impose reasonable restrictions on the warehousing of unused space by AT&T. 47 C.F.R. § 51.323(f)(6) (1997).<br><br>Second, SWBT must take into account collocator demand as it renovates existing facilities and constructs or leases new facilities. <u>Interconnection Order</u> at ¶ 585. The equipment list is necessary for SWBT to fulfill these obligations. An accurate list of required equipment will facilitate SWBT's ability to construct and maintain an appropriate environment for AT&T and other collocators' equipment. This list also will ensure that the equipment collocated by AT&T does not put SWBT's network, or the other collocators' networks, at risk.<br><br>Third, as a practical matter, SWBT must know the size, weight, thermal capacity, power requirements and other technical attributes of the equipment. SWBT must evaluate whether the space for which AT&T is applying has enough room, power, air conditioning, floor load capacity and is otherwise technically feasible. SWBT is responsible for determining if there is adequate space.<br><br>AT&T argues that it is unreasonably burdened by SWBT's proposal because it could place it in technical breach. SWBT's intention is only to underscore how serious inaccuracies in the equipment list can be due to | accurate, and acknowledges that any incompleteness or inaccuracy would be a material breach of the particular physical collocation arrangement which that list was associated. AT&T shall not place or leave any equipment or facilities within the Collocated Space beyond those listed on the Physical Collocation Application Form without the express written consent of SWBT, as specified in Section 10.X below. |
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**XI. COLLOCATION  
CONTRACTUAL DISPUTED ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

| 35. SWBT Statement of Issue: | This section requires AT&T to seek SWBT's consent before AT&T may place new equipment in a Collocated | Attachment 13: <u>Appendix Collocation</u> | <p>their potential for causing a material adverse impact on facilities and networks. For example, nondisclosure of heat release of collocated equipment could result in air conditioning strain, which eventually would shorten the life span of, or cause operational problems with, other equipment in the Eligible Structure. It also could pose a fire and safety hazard to the entire Eligible Structure.</p> <p>Only if so ordered, SWBT is willing to consider a "materiality" standard as to the level of misinformation or nondisclosure that constitutes material breach. For example, incompleteness or inaccuracy in the equipment list which has, or could have, a material adverse effect on SWBT, the Eligible Structure, SWBT's facilities and network, or the equipment and networks of other collocators, would be material breach.</p> <p>Nevertheless, SWBT prefers its original approach because the best medicine is preventive. When AT&amp;T's equipment melts and causes customer outages on several networks, and that loss could have been prevented by SWBT's language, SWBT does not relish the idea of arguing before the Commission over whether AT&amp;T's breach was "material."</p> <p>Therefore, the Commission must insert SWBT's proposed addition.</p> |
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| 35. SWBT Statement of Issue: | This section requires AT&T to seek SWBT's consent before AT&T may place new equipment in a Collocated | Attachment 13: <u>Appendix Collocation</u> | <p>SWBT opposes the inclusion of AT&amp;T's language.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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

| Should AT&T have the right to determine the validity of extra charges incurred by SWBT to accommodate placement of equipment not listed on the Physical Collocation Application Form?                                                                                                                          | Should AT&T have the right to determine the validity of extra charges incurred by SWBT to accommodate placement of equipment not listed on the Physical Collocation Application Form?                                                                                                                                                                                                                                                                                                                                                                                                   | Should AT&T have the right to determine the validity of extra charges incurred by SWBT to accommodate placement of equipment not listed on the Physical Collocation Application Form?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Should AT&T have the right to determine the validity of extra charges incurred by SWBT to accommodate placement of equipment not listed on the Physical Collocation Application Form?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| <p>Should AT&amp;T have the right to determine the validity of extra charges incurred by SWBT to accommodate placement of equipment not listed on the Physical Collocation Application Form?</p> <p>AT&amp;T Statement of Issue:</p> <p>When must SWBT consent to AT&amp;T's collocation of new equipment?</p> | <p>Space, after AT&amp;T's submission of the physical collocation design form to SWBT.</p> <p>This section then allows SWBT to condition its consent on AT&amp;T's payment of additional charges. AT&amp;T's proposed language would require that such charges be "necessary," requiring that they compensate SWBT for additional costs that SWBT has incurred. SWBT's proposal would permit SWBT to impose any charge on AT&amp;T whether or not such charges would be required. AT&amp;T's language is more reasonable than SWBT's proposal, and it should therefore be included.</p> | <p>10.X. In the event that, subsequent to the submission of the Physical Collocation Application Form, AT&amp;T desires to place in the Collocated Space any equipment or facilities not listed on the Physical Collocation Application Form, AT&amp;T shall furnish to SWBT a written list and description of the equipment or facilities substantially in the same form. SWBT may provide such written consent or may condition any additional charges arising from the subsequent request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. SWBT will not unreasonably withhold consent under this Section 10.X.</p> | <p>installed in the Collocated Space. However, AT&amp;T wants this obligation limited to paying the "necessary" additional charges. SWBT does not agree.</p> <p>Adoption of AT&amp;T's proposal is not required under the Act or under this Commission's rules. If its proposal is inserted, then anytime SWBT decides that money must be spent to upgrade facilities to accommodate AT&amp;T's additional requests, a dispute could arise over its "necessity." These upgrades could be made for several reasons, including for safety and security measures, as well as to preserve the structural integrity of the Eligible Structure (e.g., additional floor support). SWBT then could be forced to forego making the appropriate upgrade or to bear the cost that AT&amp;T should be responsible for paying. SWBT gains no value from spending unnecessary sums to accommodate AT&amp;T's tardy request. It should not be expected to bear any of the associated cost or liability. See, <u>Interconnection Order at ¶ 553.</u></p> <p>Under the FCC's rules, SWBT has broad discretion regarding how it designs and upgrades the Eligible Structure. 47 C.F.R. § 51.323 (1997). Changes prompted by AT&amp;T requests also would require SWBT to consider the impact on its own operations and on other collocators. Thus, SWBT must not be limited by AT&amp;T's requirement that additional charges must be "necessary" for its payment obligation to be triggered.</p> |

**XI. COLLOCATION  
CONTRACTUAL DISPUTES ISSUES MATRIX  
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|  |  |  |  | <p>As noted in the discussion, if this proposal is inserted, then anytime SWBT decides that money must be spent to upgrade facilities to accommodate AT&amp;T's additional requests, a dispute could arise over its "necessity." SWBT then could be forced to forego making the appropriate upgrade or to bear the cost that AT&amp;T should be responsible for paying. If the upgrade is necessary to accommodate AT&amp;T's request and to protect SWBT's networks, as well as to protect other collocated parties, and if AT&amp;T is unwilling to pay, SWBT must have the flexibility to forbid AT&amp;T's procurement of the subsequent equipment.</p> <p>SWBT gains no value from spending unnecessary sums to accommodate AT&amp;T's tardy request. It should not be expected to bear any of the associated cost or liability. See, <u>Interconnection Order at ¶ 553.</u></p> <p>Under the FCC's rules, SWBT has broad discretion regarding how it designs and upgrades the Eligible Structure. 47 C.F.R. § 51.323 (1997). Changes prompted by AT&amp;T's requests also would require SWBT to consider the impact on its own operations and on other collocators. Thus, SWBT cannot be limited by AT&amp;T's requirement that additional charges must be "necessary" for its payment obligation to be triggered.</p> <p>Therefore, the Commission must strike AT&amp;T's proposed addition.</p> |  |
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# XI. COLLOCATION CONTRACTUAL DISPUTES ISSUES MATRIX AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

| SWBT                                                                                                                                                                                                                                                                                                                                                                                                                                                         | AT&T                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Issues                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Comments                                                                                                                                                                                     |
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| <p>36. SWBT Statement of Issue:</p> <p>If AT&amp;T's use of Collocated Space impairs telecommunications service, endangers or damages networks or the Eligible Structure, violates the privacy of communications, or harms any individual or the public, then should such an event be a material breach of the Agreement?</p> <p>AT&amp;T Statement of Issue:</p> <p>What remedies does SWBT have should AT&amp;T's collocated equipment impair service?</p> | <p>SWBT's proposal would render any impairment from any equipment or facilities a material breach of this Appendix, consequently triggering the series of harsh events that SWBT has proposed in case of material breach by AT&amp;T (including repossession of all AT&amp;T Collocated Spaces and the rejection of all AT&amp;T applications for Collocated Spaces.) Given the substantial hardships imposed on AT&amp;T and its end user customers upon the establishment of a material breach, the items considered to be a material breach of this Appendix should be very limited in number. AT&amp;T submits that any impairment from any equipment or facilities is minimal enough in comparison to the overall breadth of this Appendix that it should not be classified as a material breach. Accordingly, SWBT's proposal should be excluded.</p> | <p>Attachment 13: Appendix Collocation</p> <p>10.X Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in Collocated Space shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those facilities or to the Eligible Structure; impair the privacy of any communications carried in, from, or through the Eligible Structure; or create hazards or cause physical harm to any individual or the public.</p> | <p>SWBT proposes modifying this Paragraph 10.5 to specify what constitutes a material breach of the Agreement. Specifically, a material breach would exist if AT&amp;T's operation of equipment and facilities in the Collocated Space interferes with SWBT's telecommunications service, endangers or damages networks or the Eligible Structure, impairs the privacy of communications, creates hazards, or harms any individual or the public. This language must be read in conjunction with SWBT's proposed Paragraph 17.3, which would allow it to refuse leasing additional space if AT&amp;T is in material breach of a collocation arrangement.</p> <p>SWBT should not be required to continue providing Collocated Space if AT&amp;T misuses the Collocated Space and harms telecommunications networks, other collocators or consumers. The law does not require SWBT to sit back and allow such conduct. Section 251(c)(6) of the Act requires SWBT to provide physical collocation of equipment necessary for interconnection or access to UNES. This issue is also reflected in 47 C.F.R. § 51.323(i)(1997) which permits SWBT to make reasonable security arrangements to separate a collocating carrier's space from SWBT's facilities.</p> <p>The language proposed by SWBT is a commercially reasonable mechanism required to facilitate its authorized enforcement of safety and security considerations within the Eligible Structures. SWBT must not</p> | <p>SWBT believes that an additional sentence should be added: Any of the foregoing events in this Section would be a material breach of the particular physical collocation arrangement.</p> |

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CONTRACTUAL DISPUTES ISSUES MATRIX  
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| Does SWBT's obligation to permit a collocator to connect its network with that of another collocator in an Eligible Structure extend to virtual collocation?                                                                                                                                                                 | Does SWBT's proposal would limit collocation between interconnectors to two physical collocators at the same Eligible Structure, notwithstanding that the FCC Order does not contain such a limitation. SWBT's proposal is therefore unreasonable. | Attachment 13: Appendix Collocation<br>10.X Upon AT&T's written request and as soon as practicable, SWBT will provide the connection between collocation arrangements on a time and materials basis whenever AT&T and another collocator cannot for technical reasons provide the connection for themselves by passing the facility through the cage wall(s). SWBT will provide nothing more than the labor and physical structure(s) necessary for the collocator(s) to pull facilities provided by one collocator from its cage to the cage of another collocator. If the collocators are not located on the same floor and cannot physically pull the cable themselves through the SWBT provided structure(s), SWBT will perform the cable pull on an time and materials basis. At no time will the collocators be allowed access to any portion of the central office other than the collocation area. SWBT will not make the physical connection | SWBT wants to limit its duty to provide the connection between collocators in the Eligible Structure to "physical" collocation. AT&T disputes this language.<br><br>This paragraph applies to the interconnection by SWBT of collocators, which, for technical reasons, cannot provide the connection for themselves by passing the facility through their cage walls. SWBT's obligation to make this connection derives from Paragraph 594 of the Interconnection Order and from Section 51.323(h)(1) of the FCC's rules. Under these guidelines, SWBT must permit a collocating telecommunications carrier to interconnect its network with that of another collocating telecommunications carrier in an Eligible Structure and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises. | be required to permit a collocator to continue operating or to lease additional space when that collocator poses a threat to safety or security. The close proximity of collocation cages and the high voltage and thermal nature of certain equipment that may be collocated require that SWBT have sufficient means in the Agreement to protect its network, including the right to refuse requests for additional space. Therefore, the Commission must insert SWBT's proposed language into this Paragraph. |
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| <p>37. SWBT Statement of Issue:</p> <p>Does SWBT's obligation to permit a collocator to connect its network with that of another collocator in an Eligible Structure extend to virtual collocation?</p> <p>AT&amp;T Statement of Issue:</p> <p>When should AT&amp;T be permitted to interconnect with other collocators?</p> |                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>SWBT believes the word "physical" should be inserted in the first sentence to read: SWBT will provide the connection between physical collocation arrangements on a time and material basis. . . .</p>                                                                                                                                                                                                                                                                                                       |

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

| Issue                        | AT&T's Proposed Language                                                                                                                                                       | SWBT's Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | SWBT's Position                            | SWBT's Response                                                                                                                                                                                                  |
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|                              | <p>within the collocater's cage, SWBT will not accept any liability for the cable or the connections, and SWBT will not maintain any records concerning these connections.</p> | <p>SWBT's requirement to permit collocating carriers to interconnect their networks inside an Eligible Structure applies only to <u>physical</u> interconnection and not to <u>virtual</u> collocation. Virtual connection of one collocated carrier's equipment to another collocated carrier's equipment within the Eligible Structure is not required.</p> <p>The FCC, in its <u>Interconnection Order</u> at ¶ 595, and in Section 51.323(h)(2) of its rules, specifically states that SWBT is not required to allow placement of connecting transmission facilities owned by competitors <u>within</u> SWBT's premises anywhere outside of the actual physical collocation space. The FCC's clear intent is that SWBT is required to physically connect collocaters only when their collocation space is contiguous, so that the connecting transmission facilities are limited to being physically located in the collocation space and not in a common area within the Eligible Structure.</p> <p>Virtual collocation would entail connecting collocaters in SWBT's space (outside of the two collocaters' respective cages) on connecting transmission facilities owned by SWBT. The FCC did not intend that LECs must install, maintain and own connecting transmission facilities just to interconnect collocaters within their facilities. Therefore, the Commission must insert SWBT's proposed addition to this paragraph.</p> | <p>Attachment 13: Appendix Collocation</p> | <p>AT&amp;T's proposed language would permit AT&amp;T to subcontract its Collocation</p> <p>AT&amp;T has proposed a new Paragraph so that it could</p> <p>SWBT opposes the inclusion of AT&amp;T's language.</p> |
| 38. SWBT Statement of Issue: |                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                            |                                                                                                                                                                                                                  |

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

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| <p>Must SWBT permit AT&amp;T to subcontract the interconnection of its network to that of another collocator within the Eligible Structure?</p> <p>AT&amp;T Statement of Issue:</p> <p>May AT&amp;T subcontract its interconnection with other collocators?</p> | <p>interconnection with another collocator using contractors approved by SWBT. This language is consistent with the FCC regulation permitting AT&amp;T to subcontract the construction of physical collocation arrangements. AT&amp;T's proposed language is not unreasonable, and provides an effective remedy to AT&amp;T should SWBT unreasonably delay compliance with an interconnection request by AT&amp;T. AT&amp;T's proposed language should therefore be included.</p> | <p>10.X. Alternatively, AT&amp;T may subcontract the interconnection of AT&amp;T's network to that of another collocator with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. AT&amp;T will be responsible for the cost of its own contractors.</p> | <p>subcontract the interconnection of its network to another collocator's network within the Eligible Structure. SWBT will not agree to this proposal.</p> <p>SWBT will not allow AT&amp;T subcontractors to perform work outside its collocation cage. Although the FCC, in its Interconnection Order at ¶ 594 and in 47 C.F.R. § 51.323(j) (1997), permits AT&amp;T to use SWBT-approved subcontractors for physical collocation, this requirement does not extend to collocation arrangements outside AT&amp;T's cage. An incumbent LEC is not required to permit collocating telecommunications carriers to place their own connecting transmission facilities within the incumbent LEC's premises outside of the physical collocation space. <u>Interconnection Order at ¶ 595; 47 C.F.R. § 51.323(h)(2) (1997).</u> In addition, LECs can require reasonable security arrangements to separate an entrant's collocation space from the incumbent LEC's facilities. <u>Interconnection Order at ¶ 598.</u></p> <p>Allowing AT&amp;T's subcontractors to perform the work of interconnecting its equipment with that of another collocator within the Eligible Structure would defeat the purpose of having the cage and security measures. Therefore, the Commission must strike the language proposed by AT&amp;T.</p> | <p>SWBT opposes the inclusion of AT&amp;T's language.</p> |
| <p>39. SWBT Statement of Issue:</p>                                                                                                                                                                                                                             | <p>Section 11.X of this Appendix requires AT&amp;T to comply with many "technical publications" that have been authored</p>                                                                                                                                                                                                                                                                                                                                                       | <p>Attachment 13: Appendix Collocation</p>                                                                                                                                                                                                                                                                                                                                                                        | <p>AT&amp;T's position is one more example of how it seeks to use dispute resolution as a delay tactic to</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           |

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

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| <p>Can AT&amp;T use arbitration and Commission proceedings to control competition in the LEC market by objecting to SWBT's Technical Publications?</p> <p>AT&amp;T Statement of Issue:<br/>May AT&amp;T object to the current contents of SWBT's technical publications.</p> | <p>by SWBT without any input from AT&amp;T. There are a number of provisions within this technical publication to which AT&amp;T objects; for all of these objected-to provisions to be specifically addressed by language in this Collocation Appendix would require this Collocation Appendix to be at least three times its current size. To require AT&amp;T to comply with those provisions without allowing AT&amp;T an opportunity to object to them would allow SWBT unilaterally to define the legal contours of SWBT's collocation relationship with AT&amp;T. AT&amp;T's proposed language would allow AT&amp;T to object to the provisions in SWBT's current technical publications within one hundred and eighty (180) days of the effective date of this Interconnection Agreement and provides for a method of resolving those objections expeditiously. AT&amp;T's language is more than reasonable and should therefore be included.</p> | <p><u>11.X Within one-hundred and eighty (180) days of the effective date of the Interconnection Agreement, AT&amp;T may object in writing to any of the provisions in SWBT's "Interconnector's Technical Publication for Physical Collocation," "Technical Publication 76300, Installation Guide," or SWBT's Emergency Operating Procedures, providing therewith an explanation for each such objection. At AT&amp;T's discretion, AT&amp;T may pursue such objections informally with SWBT, may pursue them with the State Commission, or may invoke the applicable dispute resolution provisions of this Appendix.</u></p> | <p>impact the local exchange market by creating a bottleneck around issues that impact other collocators.</p> <p>AT&amp;T wants to add a new Paragraph that gives it the right to object, through arbitration and Commission proceedings, to existing SWBT published procedures for six (6) months after execution of this Agreement. AT&amp;T also wants the right to object to, and argue about, SWBT's proposed revisions to the existing and new publications. SWBT will not submit to AT&amp;T's naked attempt to dominate and regain its pre-divestiture stronghold on the local exchange market in this manner.</p> | <p>If AT&amp;T objects to the Technical Publication for Physical Collocation and if these objections result in changes to established procedures for collocators, it may cause costly and unnecessary administrative and operating inefficiencies for all other LSPs and for SWBT alike. Indeed, there should be no misunderstanding concerning AT&amp;T's time motivation. AT&amp;T wants this review process in order to delay SWBT's ability to revise the Technical Publication for Physical Collocation. This would limit SWBT's ability to improve how it provides the collocation for collocators other than AT&amp;T. In the past, SWBT typically has revised the Technical Publication for Physical Collocation to clarify collocator requirements and to make valuable enhancements in its collocation terms. In fact, the majority of changes to the Technical Publication for Physical Collocation have</p> |
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**XI. COLLOCATION  
CONTRACTUAL DISPUTE ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

| Issue                                                                                                                                                                                                                                                                                                                  | AT&T Position                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | SWBT Position                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| <p>40. SWBT Statement of Issue:</p> <p>Can AT&amp;T use arbitration and Commission proceedings to control development and competition in the LEC market by objecting to SWBT's Technical Publications?</p> <p>AT&amp;T Statement of Issue:</p> <p>When may SWBT be permitted to revise its technical publications?</p> | <p>AT&amp;T's proposed language would allow AT&amp;T to object to future revisions to SWBT's technical publications and would allow AT&amp;T to pursue such objections informally with SWBT, with the Commission, or under the dispute resolution provisions of the Interconnection Agreement. Because SWBT's technical publications will control all aspects of AT&amp;T's relationship with SWBT with respect to collocation that are not addressed by this Appendix, AT&amp;T has a considerable interest in the content of those technical publications. For SWBT alone to possess the right to amend those technical publications, without possibility of objection by AT&amp;T is unreasonable, and would grant SWBT the unfettered discretion to alter the Parties' relationship at will. These changes could affect AT&amp;T's provision of service to its end-user customers. AT&amp;T's proposed language is</p> | <p><u>Attachment 13: Appendix Collocation</u></p> <p>11.X Any revision to SWBT's Technical Publication for Physical Collocation, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Appendix thirty (30) days after such revision is released by SWBT, except for those specific revisions to which AT&amp;T objects within thirty (30) days of receipt, providing therewith an explanation for each such objection. At AT&amp;T's discretion, AT&amp;T may pursue such objections informally with SWBT, may pursue them with the State Commission, or may invoke the applicable dispute resolution provisions of this Agreement. Notwithstanding the foregoing, any revision made to</p> | <p>incorporated requests from collocators, but without the costs and delays that can result from arbitration and formal Commission action.</p> <p>As a matter of policy and sound business practice, SWBT must "maintain operating efficiency." Interconnection Order at ¶ 11. SWBT must be able to address immediately matters that could harm its own network and its collocators' networks. Recognizing this, AT&amp;T has already agreed that SWBT has the right to change its technical publications and written descriptions from time to time in SWBT's sole discretion. Therefore, the Commission should strike AT&amp;T's proposed Paragraphs.</p> <p>AT&amp;T wants to add a new Paragraph that gives it the right to object, through arbitration and Commission proceedings, to existing SWBT published procedures for six (6) months after execution of this Agreement. AT&amp;T also wants the right to object to, and argue about, SWBT's proposed revisions to the existing and new publications. SWBT will not submit to AT&amp;T's naked attempt to dominate and regain its pre-divestiture stronghold on the local exchange market in this manner.</p> <p>If AT&amp;T objects to the Technical Publication for Physical Collocation and if these objections result in changes to established procedures for collocators, it may cause costly and unnecessary administrative and operating inefficiencies for all other LSPs and for SWBT alike. Indeed,</p> |
|                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>SWBT objects to the inclusion of AT&amp;T's language.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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

| Section 11.1: General Principles                                                                                                                      | Section 11.2: Eligible Structure                                                                                                                                                                                                                                                                                                                                                           | Section 11.3: AT&T's Obligations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Section 11.4: SWBT's Obligations                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Section 11.5: Dispute Resolution                             |
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| <p>reasonable, because it provides for oversight over these technical publications. AT&amp;T's proposed language should therefore be adopted.</p>     | <p>address situations potentially harmful to SWBT's network, the Eligible Structure, or the Collocated Space, or to comply with statutory and/or regulatory requirements shall become effective immediately. SWBT will immediately notify AT&amp;T of any such revisions, and AT&amp;T may object to those revisions in the manner and with the effect specified in this section 11.X.</p> | <p>there should be no misunderstanding concerning AT&amp;T's time motivation. AT&amp;T wants this review process in order to delay SWBT's ability to revise the Technical Publication for Physical Collocation. This would limit SWBT's ability to improve how it provides the collocation for collocators other than AT&amp;T. In the past, SWBT typically has revised the Technical Publication for Physical Collocation to clarify collocator requirements and to make valuable enhancements in its collocation terms. In fact, the majority of changes to the Technical Publication for Physical Collocation have incorporated requests from collocators, but without the costs and delays that can result from arbitration and formal Commission action.</p> | <p>As a matter of policy and sound business practice, SWBT must "maintain operating efficiency." Interconnection Order at ¶ 11. SWBT must be able to address immediately matters that could harm its own network and its collocators' networks. Recognizing this, AT&amp;T has already agreed that SWBT has the right to change its technical publications and written descriptions from time to time in SWBT's sole discretion. Therefore, the Commission should strike AT&amp;T's proposed Paragraph.</p> | <p>SWBT objects to the inclusion of AT&amp;T's language.</p> |
| <p>41. SWBT Statement of Issue:<br/>Must SWBT permit AT&amp;T to subcontract the extension of its cable from the point of entry through the cable</p> | <p>AT&amp;T's proposed language would permit AT&amp;T or AT&amp;T's proposed contractors to install and remove AT&amp;T's facilities in SWBT's central office entrance conduits, ducts, or rights of way. SWBT's proposal would require</p>                                                                                                                                                | <p>Attachment 13: Appendix Collocation<br/>12.X AT&amp;T is responsible for bringing the transmission media permitted by Section 8.X to the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>AT&amp;T wants to add language so it could subcontract the extension of cable from the point of entry through the cable vault to the Collocated Space within the Eligible Structure.</p>                                                                                                                                                                                                                                                                                                                 | <p>SWBT objects to the inclusion of AT&amp;T's language.</p> |

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

| Question                                                                                                                                                                                                                                                                                                                    | Answer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <p>May AT&amp;T extend its own cable through the cable vault to the Collocated Space?</p>                                                                                                                                                                                                                                   | <p>that SWBT perform such work. SWBT's proposal is unreasonable, because the Pole Attachment Act and the FCC Order grant AT&amp;T access to any conduits under the ownership and control of SWBT, whether those conduits are within public or private property, see 47 U.S.C. § 224(f)(1); FCC Order ¶¶ 1178-1181, inclusive of SWBT's central office entrance conduits, ducts, and rights of way.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>The remainder of AT&amp;T's language would empower AT&amp;T or AT&amp;T's proposed contractors to extend AT&amp;T-provided cable beyond the central office entrance conduits, and through the cable vault to the Collocated Space. Again, SWBT's proposal would require such work to be accomplished by SWBT. AT&amp;T's proposed language is reasonable. The central office vault is the structure in which all central office conduits terminate. It makes no economic sense to AT&amp;T (or AT&amp;T's end-user customers) for AT&amp;T to extend the cable miles through outside conduits, through the central office manhole, and through the central office conduit, only to require SWBT employees to pull the cable (at AT&amp;T's cost) a relatively short distance through the cable vault to the Collocated Space. SWBT's security concerns regarding AT&amp;T's access to the cable vault could be narrowly addressed by a security requirement governing AT&amp;T's access to the cable vault instead of by denying AT&amp;T access to the cable vault under all circumstances. Moreover, AT&amp;T's proposed language would require SWBT's approval for all contractors that AT&amp;T would use in the central vault, allaying SWBT's security concerns. AT&amp;T's language should</p> | <p>points of entry to the Eligible Structure designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the AT&amp;T-provided cable through the cable vault to the Collocated Space. Otherwise, AT&amp;T or AT&amp;T's own contractors may elect to extend the AT&amp;T-provided cable through the cable vault to its Collocated Space. SWBT will permit AT&amp;T or AT&amp;T's own contractors to install and remove AT&amp;T's facilities in SWBT owned or controlled central office entrance conduits, ducts, or rights of way. For purposes of this section, AT&amp;T's contractors must receive SWBT approval. SWBT's approval of contractors will be based on the same criteria that SWBT uses in approving contractors for its own purposes, which approval will not be unreasonably withheld.</p> |
| <p>AT&amp;T asserts that its contractors should have the right to install and remove its facilities in SWBT's central office, conduits, ducts or rights-of-way. To support this argument, AT&amp;T cites the Pole Attachment Act and the Interconnection Order at ¶¶ 1178-1181 (applicable to access to rights-of-way).</p> | <p>AT&amp;T is taking the right-of-way rules for pole attachments out of context and attempting to apply them here, while overlooking the rules that directly apply to collocation. A central office vault is not a conduit, it is space subject to collocation. The FCC considered and specifically rejected AT&amp;T's attempt to define poles, ducts, conduits, and rights-of-way broadly by reference to a non-statutory "pathway" concept. See, <u>Interconnection Order</u> at ¶ 1185. Controlled Environmental Vaults ("CEVs"), Central Office Vaults, and other structures, such as huts and cabinets, may be attached or connected to SWBT's conduits and conduit system but are not themselves "conduits" subject to the Pole Attachment Act. Access to such locations should be governed by separate facilities collocation agreements or tariffs, which reflect the special construction, network integrity, and security issues associated with these facilities.</p> | <p>Moreover, there is no reason for AT&amp;T to enter SWBT CEVs to collocate and there is no reason for an AT&amp;T connection in SWBT CEVs. SWBT's Technical Publication has been updated and transmitted to</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>AT&amp;T asserts that its contractors should have the right to install and remove its facilities in SWBT's central office, conduits, ducts or rights-of-way. To support this argument, AT&amp;T cites the Pole Attachment Act and the Interconnection Order at ¶¶ 1178-1181 (applicable to access to rights-of-way).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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

| SWBT<br>Statement of Issue                                                                                                                                                                                                                                                                                                                                  | AT&T<br>Statement of Issue   | Disputed Issue                                                                                                                                                                                                                                                       | Proposed Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| <p>42.<br/>SWBT Statement of Issue:<br/>Must SWBT permit AT&amp;T to subcontract the extension of cable from the point of entry through the cable vault to the Collocated Space?</p> <p>AT&amp;T Statement of Issue:<br/>What are SWBT's responsibilities when it is extending AT&amp;T-provided cable through the cable vault to the Collocated Space?</p> | <p>Therefore be adopted.</p> | <p>This language clarifies that the language in this section does not override AT&amp;T's proposed language for Section 12.X. If AT&amp;T's proposed language for Section 12.X is adopted, AT&amp;T's proposed language for this section should also be adopted.</p> | <p>Attachment 13: <u>Appendix Collocation</u></p> <p>12.X. <u>AT&amp;T's option and upon reasonable notice to SWBT, SWBT will fully extend the AT&amp;T-provided cable through the cable vault to the Collocated Space on the same day that AT&amp;T brings the AT&amp;T-provided cable to the points of entry to the Eligible Structure designated by SWBT. While performing this operation, SWBT will be liable for any damage to the AT&amp;T-provided cable that results from the placing operation. As used in this section, "same day" means same business day, provided that AT&amp;T makes cables available at the points of entry to the Eligible Structure designated</u></p> | <p>AT&amp;T and covers this issue. As part of the collocation arrangements, SWBT will pull AT&amp;T's cable from SWBT's conduit system through the CEV (if necessary) and through risers or other facilities required to get the cable to the Collocated Space.</p> <p>An incumbent LEC is not required to permit collocating telecommunications carriers to place their own connecting transmission facilities within the incumbent LEC's own facilities outside of the physical collocation space. <u>Interconnection Order at ¶ 595, 47 C.F.R. § 51.323(h)(2) (1997).</u> This rule exists specifically to address the special security concerns that arise in collocation.</p> <p>The Commission should strike AT&amp;T's proposed language.</p> |
|                                                                                                                                                                                                                                                                                                                                                             |                              |                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>Moreover, there is no reason for AT&amp;T to enter SWBT CEVs to collocate and there is no reason for an AT&amp;T connection in SWBT CEVs. SWBT's Technical Publication has been updated and transmitted to AT&amp;T and covers this issue. As part of the collocation arrangements, SWBT will pull AT&amp;T's cable from SWBT's conduit system through the CEV (if necessary) and through risers or other facilities required to get the cable to the Collocated Space.</p> <p>An incumbent LEC is not required to permit collocating telecommunications carriers to place their own connecting transmission facilities within the incumbent LEC's own</p> <p>SWBT objects to the inclusion of AT&amp;T's language.</p>                           |

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

| AT&T<br>Requesting Party<br>Requesting Party<br>Requesting Party                                                                                                                                                                                                                                                                                                                                                  | SWBT<br>Requesting Party<br>Requesting Party<br>Requesting Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | AT&T<br>Requesting Party<br>Requesting Party<br>Requesting Party                                                                                                                                                                                                                                                                                                                                                                                                                            | SWBT<br>Requesting Party<br>Requesting Party<br>Requesting Party                                                             | SWBT<br>Requesting Party<br>Requesting Party<br>Requesting Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| <p>43.<br/>SWBT Statement of Issue:</p> <p>Should AT&amp;T be held accountable for the costs and liabilities that may arise in connection with SWBT's removal of its equipment from the Collocated Space, if AT&amp;T fails to remove the equipment as it agreed?</p> <p>AT&amp;T Statement of Issue:</p> <p>What are the parties' responsibilities regarding removal of equipment from the Collocated Space?</p> | <p>SWBT's proposal would require AT&amp;T to indemnify SWBT and hold it harmless for all claims associated with SWBT's removal of AT&amp;T's facilities from the Collocated Space. SWBT's proposal is unreasonable. AT&amp;T's agreement to pay for SWBT's removal costs on a time and materials basis is sufficient to protect SWBT from AT&amp;T's failure to remove AT&amp;T's facilities from the Collocated Space. SWBT's indemnification proposal goes too far, requiring AT&amp;T to pay the cost for any negligent acts or omissions or other misconduct of SWBT when SWBT is conducting the removal. Requiring SWBT to assume the risk of its own misconduct would encourage SWBT to act in a reasonable and prudent manner.</p> | <p>Attachment 13: Appendix Collocation</p> <p>12.X AT&amp;T is responsible for removing any equipment, property or other items that it brings into the Collocated Space or any other part of the Eligible Structure. If AT&amp;T fails to remove any equipment, property, or other items from the Collocated Space within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge AT&amp;T on a time and materials basis applicable to custom work.</p> | <p>by SWBT by noon; otherwise, "same day" means the same time that the cable is made available on the next business day.</p> | <p>facilities outside of the physical collocation space. Interconnection Order at ¶ 595; 47 C.F.R. § 51.323(h)(2) (1997). This rule exists specifically to address the special security concerns that arise in collocation. AT&amp;T's language should be excluded</p> <p>SWBT and AT&amp;T have agreed, except that AT&amp;T refuses to assume liability in the event that it fails to remove its equipment from the Collocated Space.</p> <p>AT&amp;T has no valid reason to refuse the language proposed by SWBT. If AT&amp;T were to fail to remove equipment and SWBT had to remove it, then SWBT would invoice AT&amp;T on the time and materials basis applicable to custom work. SWBT has no assurance that it will be paid, especially on the "back end" of a collocation arrangement. SWBT gains no value from AT&amp;T's removal of equipment. It should not be expected to bear any of the associated cost or liability. Interconnection Order at ¶ 553.</p> <p>In order to operate efficiently, SWBT must recover expenditures that it incurs on behalf of collocators. The FCC contemplates that requesting carriers will bear the cost of physical collocation and access. To allow AT&amp;T to escape this reimbursement obligation would impose an undue burden on SWBT. Interconnection Order at ¶ 552.</p> <p>The indemnification provision in this Paragraph provides at least some assurance to SWBT that it will be able to recover the cost of removing</p> |
| <p>A last sentence should be added: Further, in addition to the other provisions herein, AT&amp;T shall indemnify and hold SWBT harmless from any and all claims, expenses, fees, or other costs associated with any such removal by SWBT.</p>                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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

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|                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | collocated equipment if AT&T does not remove it or pay for its removal. This indemnification cannot be forced on AT&T and is completely within AT&T's control. All AT&T has to do to prevent SWBT from asserting its indemnification rights is to remove its equipment within thirty (30) days as AT&T has already committed to do. Therefore, the Commission must insert the sentence proposed by SWBT. |  | SWBT objects to the inclusion of AT&T's language. The last sentence should read: If SWBT testing is also required, it will be provided at charges specified in SWBT's FCC No. 73, Section 13. |
| 44. What terms and conditions should govern testing to clear equipment troubles?                                                                                        | SWBT's proposal is unreasonable, because it requires AT&T to test its own equipment and requires AT&T to pay SWBT's testing costs, but does not impose the same requirement upon SWBT. AT&T's proposed language would make these requirements mutual, and would require the party whose equipment caused a trouble to pay the costs of testing related to that trouble. AT&T's proposed language is fair and reasonable and should therefore be included. | <u>Attachment 13: Appendix Collocation</u><br><br>12.X AT&T is responsible for testing to identify and clear a trouble when the trouble has been isolated to an AT&T-provided facility or piece of equipment. SWBT is responsible for testing to identify and clear a trouble when the trouble has been isolated to a SWBT-facility or piece of equipment. <u>If testing by either SWBT or AT&amp;T identifies that a trouble in one's network, facilities, or equipment is caused by the other's network, facilities, or equipment, the other will bear the expense of the testing, on a time and materials basis.</u> |  |                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                               |
| 45. SWBT Statement of Issue:<br><br>Must SWBT provide power equipment to support AT&T's equipment?<br><br>AT&T Statement of Issue:<br><br>Standards for power equipment | AT&T's proposed language in this section governs SWBT's provision of power to the Collocated Space, generally requiring SWBT to comply with industry standards and provide power at parity with that provided by SWBT to itself or to other third parties. First, AT&T's language would require SWBT to provide, upon AT&T's request, access to power and environmental alarm data, so that                                                               | <u>Attachment 13: Appendix Collocation</u><br><br>13.X SWBT power equipment supporting AT&T's equipment will: (1) comply with applicable industry standards (e.g., Bellcore NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment                                                                                                                                                                                                                                                                                           |  | AT&T proposes requiring SWBT to provide electrical power equipment that is beyond that level of power stipulated to by the parties. AT&T contends that SWBT should provide the capability for real time access to performance monitoring and alarm data that impacts its traffic, including power alarms and environmental condition alarms.                                                             |  | SWBT objects to the inclusion of AT&T's language.                                                                                                                                             |

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

| AT&T                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | SWBT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | AT&T-SWBT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | AT&T                                                                                                                                                                                                                                                                                                                                                                            | SWBT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <p>AT&amp;T would immediately be informed should power problems affect AT&amp;T's network. SWBT provides such data to itself, and party therefore requires SWBT to share such data with AT&amp;T. Second, AT&amp;T's language would require SWBT to comply with Lock Out-Tag Out and other electrical safety procedures that are standard throughout the telecommunications industry. Such procedures are necessary to protect employees of both AT&amp;T and SWBT from electrical injuries. AT&amp;T's proposed language should therefore be included.</p> | <p>AT&amp;T would immediately be informed should power problems affect AT&amp;T's network. SWBT provides such data to itself, and party therefore requires SWBT to share such data with AT&amp;T. Second, AT&amp;T's language would require SWBT to comply with Lock Out-Tag Out and other electrical safety procedures that are standard throughout the telecommunications industry. Such procedures are necessary to protect employees of both AT&amp;T and SWBT from electrical injuries. AT&amp;T's proposed language should therefore be included.</p> | <p>layout; (2) provide, upon AT&amp;T's request, the capability for real time access to performance monitoring and alarm data that impacts (or potentially may impact) AT&amp;T traffic, including, without limitation, power alarms and alarms for fire, temperature, humidity and other relevant environmental parameters; (3) provide feeder capacity and quantify to support the ultimate equipment layout for AT&amp;T equipment in accordance with AT&amp;T's collocation request; and (4) provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.</p> | <p>The Act does not require SWBT to make power equipment available that provides performance and alarm monitoring for AT&amp;T's Collocated Space. Section 251(c)(6) of the Act only requires SWBT to provide physical collocation of equipment necessary for interconnection or access to UNEs. Power alarm equipment is not necessary for such interconnection or access.</p> | <p>SWBT's existing equipment does not provide any collocator with access to its alarm collection system or telemetry alarm equipment within the cages. AT&amp;T's request for power monitoring and for the provision of environmental alarms is technically impractical and thus is not required under Section 251(c)(6) of the Act.</p> <p>AT&amp;T also claims that SWBT must provide the requested power equipment because such power is available for its own use.</p> <p>The Act does not require SWBT to make power equipment available that provides performance and alarm monitoring for AT&amp;T's Collocated Space. Section 251(c)(6) of the Act only requires SWBT to provide physical collocation of equipment necessary for interconnection or access to UNEs. Power alarm equipment is not necessary for such interconnection or access.</p> <p>Additionally, the Act requires SWBT to provide space for physical collocation, but not to purchase, install and maintain any equipment for AT&amp;T. SWBT's existing equipment does not provide any collocator with access to SWBT's alarm collection system (which monitors equipment outside the collocation cages). It also does not provide telemetry alarm equipment (which monitors the interconnectors).</p> |

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

| SWBT Statement of Issue                                                            | AT&T's proposed language would permit AT&T to assign or sublease unused portions of the Collocated Space to another interconnector.                | Attachment 13: Appendix Collocation<br>15.X AT&T may permit any third             | SWBT objects to the inclusion of AT&T's language.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <p>46. SWBT Statement of Issue:<br/>Can AT&amp;T unilaterally permit the joint</p> | <p>AT&amp;T's proposed language would permit AT&amp;T to assign or sublease unused portions of the Collocated Space to another interconnector.</p> | <p>Attachment 13: Appendix Collocation<br/>15.X AT&amp;T may permit any third</p> | <p>equipment) within the cages. Therefore, SWBT would have to purchase new equipment in order to accommodate such a request. This would significantly increase AT&amp;T's Collocated Space preparation costs since SWBT would gain no value from the installation and, therefore, would not bear any of the cost. Interconnection Order at ¶¶ 552 and 553.</p> <p>AT&amp;T's request for power monitoring is technically impractical. Individual power circuits are not uniquely alarmed. The entire bay of power equipment is monitored as a composite of its individual circuits. The nature of this monitoring is due to the equipment manufacturer's design, and is not controlled by SWBT.</p> <p>Environmental alarms are also not technically feasible to provide to collocators. They are reported at what might be called the "building level." They can recognize, for example, that an intrusion into a building has occurred but cannot detect a specific "open door" inside the building. Thus, it is not technically feasible to install an environmental alarm that specifically applies to a collocator's cage.</p> <p>For the foregoing reasons, the Commission must strike AT&amp;T's proposed language.</p> |



## XI. COLLECTION

occupancy, subletting or assignment of its Collocated Space when it may jeopardize network security, privacy of telecommunications and competitive confidences?

**AT&T Statement of Issue:**

**May AT&T and another LEC jointly occupy the Collocated Space?**

AT&T's proposed language would also allow AT&T to occupy a Collocated Space in a joint venture with another telecommunications provider. If AT&T determines that it would be economical to offer local telephone services through a joint venture with another telecommunications provider and requires Collocated Space to provide those services, AT&T should be permitted to do so. AT&T should also be allowed to sublease or assign the Collocated Space to a competing provider of local telephone services. Such provisions allow for the efficient use of collocated space and avoid unnecessary duplication of facilities by carriers. AT&T is under an obligation to refrain from "warehousing" Collocated Space. If AT&T is allowed to sublease or assign its Collocated Space, AT&T will better be able to comply with that obligation. SWBT has no legitimate objection to either of the above arrangements, because AT&T's proposed language provides that AT&T "will retain its obligation to pay a monthly charge to SWBT for the Collocated Space." AT&T's proposed language is not unreasonable, and it should therefore be included.

party jointly to occupy AT&T's Collocated Space without the prior written consent of SWBT. AT&T may allow another local service provider to use all or part of AT&T's Collocated Space, gratuitously or for consideration; in such instance, AT&T will retain its obligation to pay a monthly charge to SWBT for the Collocated Space. AT&T may assign or otherwise transfer its rights under this Appendix. AT&T may interconnect with other collocators at the same Eligible Structure, in accordance with Section 10.X above.

Space (including the assignment of all rights under this Appendix) without SWBT's prior consent. SWBT will not accept these provisions.

SWBT must retain the right to control the Eligible Structure and the Collocated Space. SWBT owns or leases the Eligible Structure and thus is ultimately responsible to all collocators. SWBT must have the right to ensure that its equipment (and that of other collocators) cannot be accessed by competitors. Section 51.323(i) of the FCC's rules takes into account SWBT's need to make security arrangements.

The ability of any collocator to to unilaterally sublease, permit joint occupancy of, or assign the Collocated Space is unacceptable. Giving AT&T this right would threaten security, privacy of telecommunications for consumers, and competitive secrets of collocators because of its potential for access to the Eligible Structure and the space and network equipment of other Collocators and SWBT. In many cases, the cage around SWBT's and each collocator's space may be a permeable boundary that will not prevent persons in the Eligible Space from observing or even damaging collocators' or SWBT's equipment.

SWBT will not agree to a provision that permits AT&T to reserve space where it does not actually collocate equipment but instead subleases it to another party, which may or may not interconnect with SWBT's network.

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

| <p>Disputed Issue</p> | <p>Reason why Disputed Issue is Disputed</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Disputed Issue</p> | <p>Disputed Issue</p> | <p>Disputed Issue</p> |
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|                       | <p>This uncertainty would prevent other potential collocators from ordering space for interconnection or access to UNEs. AT&amp;T must not be permitted to warehouse space as a competitive tactic, and the Commission must police this issue. Interconnection Order at ¶ 586. SWBT will not be pushed into an agreement that is inconsistent with its obligation under the Act to provide space -- a limited commodity -- on a non-discriminatory, first-come, first-served basis. The Act was not drafted to create a business opportunity for AT&amp;T to increase its competitors' collocation costs by controlling who receives SWBT's space and the price that they must pay for it.</p> |                       |                       |                       |
|                       | <p>The Act does not require SWBT to lease space beyond that needed for AT&amp;T's equipment. Section 251(c)(6) of the Act requires SWBT to provide physical collocation of equipment necessary for interconnection or access to UNEs. SWBT's obligation is to lease AT&amp;T space for equipment. It is not to permit AT&amp;T to go into the real estate business using SWBT's property. AT&amp;T must not be allowed the opportunity to charge any third party an amount for the Collocated Space and associated requirements that is greater than SWBT charges.</p>                                                                                                                         |                       |                       |                       |
|                       | <p>It is not commercially reasonable to permit any assignment without the consent of SWBT. Standard language in commercial leases is that the tenant may not assign the lease or sublease the property without the prior written consent of</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                |                       |                       |                       |

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

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

| <p>Section 251(c)(6) of the Act</p> | <p>Section 251(c)(6) of the Act</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Section 251(c)(6) of the Act</p> | <p>Section 251(c)(6) of the Act</p> | <p>Section 251(c)(6) of the Act</p> |
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|                                     | <p>The Act does not require SWBT to rebuild damaged Collocated Space or to provide replacement space at its expense. Section 251(c)(6) of the Act requires SWBT to provide physical collocation of equipment necessary for interconnection or access to UNES. If, in SWBT's judgment, it is not feasible to rebuild the damaged space, then it would be unfair to do so only because AT&amp;T is collocated there. Interconnection Order at ¶ 552. SWBT gains no value from the collocation arrangement. Interconnection Order at ¶ 553. SWBT is not AT&amp;T's insurer. When AT&amp;T makes the determination to operate out of a specific Eligible Structure, it must share the same "risks" and expenses with SWBT. This spreading of risk is the purpose of insurance.</p> |                                     |                                     |                                     |
|                                     | <p>SWBT must retain the right to make decisions concerning its property that is used to serve AT&amp;T and other collocators. SWBT is obligated to take all collocator demand into account when it renovates existing facilities and constructs or leases new facilities. Interconnection Order at ¶ 565. If the Commission were to allow AT&amp;T effectively to control SWBT's decision-making related to rebuilding facilities through this Agreement, the Commission would be permitting discrimination among collocators, which is prohibited under Section 251(c)(6) of the Act. Therefore, the Commission must strike AT&amp;T's proposed language.</p>                                                                                                                 |                                     |                                     |                                     |
|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                     |                                     |                                     |
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**XI. COLLOCATION  
CONTRACTUAL DISPUTED ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

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| <p>48. SWBT Statement of Issue:</p> <p>In the event of casualty loss, is SWBT obligated to repair, restore, rebuild or replace, at its expense, AT&amp;T's improvements, equipment and fixtures in the Collocated Space?</p> <p>AT&amp;T Statement of Issue:</p> <p>What is SWBT's repair obligation when SWBT's misconduct causes damage to AT&amp;T's Collocated Space?</p> | <p>SWBT's proposal would extend the limitation on SWBT's repair obligation to apply to damage done as a result of SWBT misconduct. SWBT's proposal is unreasonable, because it acts as a mini-limitation-of-liability provision that conflicts with the general limitation of liability provisions in the terms and conditions portion of this Appendix. To protect SWBT from liability for its misconduct would encourage SWBT misconduct. AT&amp;T's proposed language should therefore be implemented.</p> | <p><u>Attachment 13: Appendix Collocation</u></p> <p>16.X Any obligation on the part of SWBT to repair the Collocated Space shall be limited to repairing, restoring, and rebuilding the Collocated Space as prepared by SWBT for AT&amp;T. The limitation contained in this section will not apply to any damage resulting from intentional misconduct or a negligent act or omission by SWBT, its employees, or agents.</p> | <p>SWBT agreed that it will repair the Collocated Space, at its own expense, if the space is untenable. SWBT may, at its option, make repairs of the space if it is at least partially untenable.</p> <p>SWBT has proposed language to clarify the scope of repairs that it must make. Under this proposal, SWBT would not be obligated to repair, restore, rebuild or replace, at its expense, alterations and improvements made by Collocated Space or fixtures or equipment installed by AT&amp;T within the Collocated Space. The Act does not require SWBT to rebuild damaged Collocated Space or to provide replacement space at its expense. Section 251(c)(6) of the Act only requires SWBT to provide physical collocation of equipment necessary for interconnection or access to UNEs. SWBT is not the insurer for AT&amp;T's equipment.</p> <p>If the Commission adopts this language, then AT&amp;T asserts that the limitation on repairs should not apply to damage resulting from SWBT's negligence or intentional misconduct. AT&amp;T is confusing the issue of liability with the issue of which aspects of the Collocated Space SWBT must repair. An earlier section provides that liability is covered by the General Terms and Conditions portion of the Agreement. Including another liability provision in this paragraph makes interpretation of the Agreement as a whole</p> | <p>SWBT objects to the inclusion of AT&amp;T's language. The paragraph read:</p> <p>Any obligation on the part of SWBT to repair the Collocated Space shall be limited to repairing, restoring, and rebuilding the Collocated Space as prepared by SWBT for AT&amp;T and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by AT&amp;T or by SWBT on request of AT&amp;T; or any fixture or other equipment installed in the Collocated Space by AT&amp;T or by SWBT on request of AT&amp;T.</p> |
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**XI. COLLOCATION  
CONTRACTUAL DISPUTED ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

| SWBT                                                                                                                                                                                                                                                      | AT&T | Disputed Issue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | SWBT's Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | AT&T's Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| <p>49. SWBT Statement of Issue:</p> <p>How long must SWBT tolerate AT&amp;T's material breach of this Appendix before the Collocated Space can be repossessed?</p> <p>AT&amp;T Statement of Issue:</p> <p>When may SWBT repossess a Collocated Space?</p> |      | <p>SWBT's proposal would allow it to repossess a Collocated Space if AT&amp;T breaches any of its obligations under this Appendix with respect to that Collocated Space. That remedy is quite harsh, and AT&amp;T's proposed language is necessary to temper that remedy. First, AT&amp;T's proposed language would require the breach to continue for sixty days before SWBT would be entitled to repossess a Collocated Space; for some equipment-related breaches, AT&amp;T could require up to sixty days to correct them. Second, AT&amp;T's proposed language would require SWBT to notify AT&amp;T within twenty-four hours of the repossession of a Collocated Space. To temper the repossession remedy, AT&amp;T's proposed language should be adopted.</p> | <p><u>Attachment 13: Appendix Collocation</u></p> <p>17.X If AT&amp;T materially breaches any of its obligations under this Appendix with respect to a particular Collocated Space, and the breach shall continue for <u>sixty (60) days</u> after AT&amp;T's receipt of written notice of breach, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess that particular Collocated Space, expel AT&amp;T and any person or entity claiming under AT&amp;T, remove AT&amp;T's property, <u>forcibly if necessary</u>, and terminate the collocation arrangement with respect to that particular Collocated Space, without prejudice to any other remedies SWBT might have. <u>SWBT must notify AT&amp;T by facsimile that it has repossessed a Collocated Space within twenty-four (24) hours of its repossession of that Collocated Space.</u> Thereafter, until the breach is cured or otherwise resolved by the parties, SWBT may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space by AT&amp;T in the Eligible Structure where that Collocated Space is located.</p> | <p>contusing and adds nothing to this Appendix. Therefore, the Commission must strike AT&amp;T's proposed addition.</p> <p>SWBT believes that thirty (30) days is a commercially reasonable period of time in which AT&amp;T has ample opportunity to cure any breach of its obligations under this Appendix. AT&amp;T contends that the cure period should be sixty (60) days.</p> <p>AT&amp;T should not be permitted to occupy Collocated Space for sixty (60) days when it is in breach of this Appendix. <u>SWBT is under a duty to provide the collocation space to requesting carriers on a first-come, first-served basis. Interconnection Order at ¶ 585. AT&amp;T should not be permitted to keep space from other willing collocators when it is in breach of this Appendix. Also, if the breach is of such a nature that it threatens network integrity for SWBT or for other collocators, confidentiality of competitive information, or privacy of telecommunications services consumers, then SWBT must be able to act swiftly to prevent further problems. Therefore, the Commission should insert SWBT's proposed thirty (30) day cure period and strike AT&amp;T's proposed sixty (60) day cure period.</u></p> |
| <p>50. SWBT Statement of Issue:</p> <p>Can SWBT be forced to lease additional Collocated Space to AT&amp;T</p>                                                                                                                                            |      | <p>AT&amp;T's proposed language would require SWBT to notify AT&amp;T within twenty-four hours of the repossession of a Collocated Space. This requirement is reasonable and</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p><u>Attachment 13: Appendix Collocation</u></p> <p>17.X SWBT must notify AT&amp;T by facsimile that it has repossessed a</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>SWBT has proposed this paragraph. SWBT's proposed language additions will provide a mechanism through which it can enforce AT&amp;T's covenants in this Appendix. SWBT</p> <p>SWBT opposes the inclusion of AT&amp;T's wording.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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

| Issue                                                                                                                                                                                                                                                                                                                   | AT&T's Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | SWBT's Proposed Language                                                                            | SWBT's Proposed Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | SWBT's Proposed Language                                                                                                                                                                                                                                                                                                                                                                                              |
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| <p>In Eligible Structures if it is in material breach of the Agreement?</p> <p>AT&amp;T Statement of Issue:</p> <p>Must SWBT notify AT&amp;T that it has repossessed a Collocated Space?</p>                                                                                                                            | <p>Imposes no great burden on SWBT. AT&amp;T's proposed language should therefore be implemented.</p>                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>Collocated Space within twenty-four (24) hours of its repossession of that Collocated Space.</p> | <p>SWBT's proposed language additions will provide a mechanism through which it can enforce AT&amp;T's covenants in this Appendix. SWBT must have the contractual right to protect itself and, to the extent that safety and security issues are involved, other collocators when AT&amp;T breaches its agreement.</p> <p>The FCC has ordered that SWBT share its resources with entrants in a way that preserves and promotes operating efficiency. <u>Interconnection Order</u> at ¶ 11. Requesting collocators must bear the cost of physical interconnection or access so as not to impose an undue burden on incumbent LECs. <u>Interconnection Order</u> at ¶ 552. If SWBT lacks the means to defend itself when AT&amp;T does not pay, and if SWBT must lease additional space to AT&amp;T even when it is in material breach of the Agreement, then SWBT's operating efficiency will be undermined, not maintained. The result would impose an undue burden on SWBT and would be unjust, unreasonable and discriminatory against SWBT, which contravenes Section 251(c)(6) of the Act. Therefore, the Commission must insert the language proposed by SWBT.</p> | <p>SWBT may refuse requests for additional space in Eligible Structures if AT&amp;T is in material breach of this Appendix, including AT&amp;T's owing any past due charges hereunder. In any and each such event, AT&amp;T hereby releases and shall hold SWBT harmless under Section _____ from any duty to negotiate with AT&amp;T or any of its affiliates for any additional space or physical collocations.</p> |
| <p>51.<br/>SWBT Statement of Issue:</p> <p>Can SWBT be forced to lease additional Collocated Spaces to AT&amp;T in Eligible Structures if it is in material breach of the Agreement?</p> <p>AT&amp;T Statement of Issue:</p> <p>May SWBT reject all of AT&amp;T's collocation requests under certain circumstances?</p> | <p>SWBT's proposal would allow it to reject all of AT&amp;T's collocation requests, if AT&amp;T owes any past due charges under this Appendix. This remedy is extreme, to say the least particularly in view of AT&amp;T's undeniable financial ability to pay. SWBT's other remedies for late payments by AT&amp;T, such as interest charges and, if late payment continues, repossession of the Collocated Space, will be sufficient to protect SWBT's interests, without need for this further remedy. Because</p> | <p>[AT&amp;T opposes the inclusion of this section]</p>                                             | <p>SWBT's proposed language additions will provide a mechanism through which it can enforce AT&amp;T's covenants in this Appendix. SWBT must have the contractual right to protect itself and, to the extent that safety and security issues are involved, other collocators when AT&amp;T breaches its agreement.</p> <p>The FCC has ordered that SWBT share its resources with entrants in a way that preserves and promotes operating efficiency. <u>Interconnection</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>SWBT may refuse requests for additional space in Eligible Structures if AT&amp;T is in material breach of this Appendix, including AT&amp;T's owing any past due charges hereunder. In any and each such event, AT&amp;T hereby releases and shall hold SWBT harmless under Section _____ from any duty to negotiate with AT&amp;T or any of its affiliates for any additional space or physical collocations.</p> |

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

| SWBT's proposal is unreasonable, it should be excluded.                                                                                                                                                                                                                                                                                                                        | SWBT's proposal is unreasonable, it should be excluded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | SWBT's proposal is unreasonable, it should be excluded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | SWBT's proposal is unreasonable, it should be excluded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | SWBT's proposal is unreasonable, it should be excluded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| <p>52. SWBT Statement of Issue:</p> <p>Can SWBT be liable for acts and omissions of other collocators and their employees, agents, contractors, subcontractors, representatives and invitees (collectively, "Others")?</p> <p>AT&amp;T Statement of Issue:</p> <p>Which limitation of liability provisions should apply to this Appendix concerning omissions by "Others"?</p> | <p>Under SWBT's proposal, SWBT would "have absolutely no liability with respect to any act or omission by any Other." Among other things, this provision would excuse SWBT from liability if SWBT's negligent or grossly negligent provision of security services allowed an "Other" to damage AT&amp;T or if SWBT's negligent retention or supervision of a contract caused damage to AT&amp;T. AT&amp;T believes that it is unreasonable to excuse SWBT from liability under those circumstances. Moreover, the limitation of liability sections in the terms and conditions portion of the Interconnection Agreement should provide sufficient protection to SWBT without the need for this additional language. Accordingly, SWBT's proposal should be excluded.</p> | <p>Attachment 13: <u>Appendix Collocation</u></p> <p>19.X Except with respect to Section 19.2 below, limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of this Agreement.</p> <p>19.X AT&amp;T acknowledges and understands that SWBT may provide space in or access to its Eligible Structures to other persons or entities ("Others"), which may include competitors of AT&amp;T; that such space may be close to the Collocated Space, possibly including space adjacent to the Collocated Space and/or with access to the outside of the Collocated Space; and that the cage around the Collocated Space is a permeable boundary that</p> | <p>Order at ¶ 11. Requesting collocators must bear the cost of physical interconnection or access so as not to impose an undue burden on incumbent LECs. <u>Interconnection</u> on incumbent LECs. <u>Interconnection</u> Order at ¶ 552. If SWBT lacks the means to defend itself when AT&amp;T does not pay, and if SWBT must lease additional space to AT&amp;T even when it is in material breach of the Agreement, then SWBT's operating efficiency will be undermined, not maintained. The result would impose an undue burden on SWBT and would be unjust, unreasonable and discriminatory against SWBT, which contravenes Section 251(c)(6) of the Act. Therefore, the Commission must insert the language proposed by SWBT.</p> | <p>SWBT believes two additional sentences should be added to the end of the paragraph which states:</p> <p>In addition to any other applicable limitation, SWBT shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other or SWBT, and regardless of whether any claimed SWBT liability arises in tort or in contract. AT&amp;T shall save and hold SWBT harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of the AT&amp;T.</p> |



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

| <p>AT&amp;T<br/>Resources, Equipment, Facilities<br/>Used or Needed</p> | <p>SWBT<br/>Resources, Equipment, Facilities<br/>Used or Needed</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>Will not prevent the Others from<br/>observing or even damaging AT&amp;T's<br/>equipment and facilities.</p> | <p>AT&amp;T<br/>Resources, Equipment, Facilities<br/>Used or Needed</p> |
|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|                                                                         | <p>Appendix Collocation) that governs the particular issues involved.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                 |                                                                         |
|                                                                         | <p>The FCC has ordered that SWBT share its resources with entrants in a way that maintains operating efficiency. <u>Interconnection Order at ¶ 11</u>. Imposing liability upon SWBT for the acts and omissions of Others, in light of the fact that the Act requires SWBT to open its premises to Others, would undermine its operating efficiency. It could put SWBT out of business. SWBT is not required by the Act to be an insurance company for collocators. To hold SWBT responsible for acts of Others would impose an undue burden on SWBT and is unjust, unreasonable and discriminatory.</p> |                                                                                                                 |                                                                         |
|                                                                         | <p>AT&amp;T is aware that SWBT uses wire cages where possible to surround Collocated Space. Therefore, SWBT cannot in any way be responsible for the acts and omissions of Others, especially due to the nature of the security measures. SWBT is not staffed to institute any security or monitoring activity for the Collocated Spaces and should not be required to do so.</p>                                                                                                                                                                                                                       |                                                                                                                 |                                                                         |
|                                                                         | <p>If AT&amp;T is concerned about the use of cages, it can request and pay for walls to surround its equipment (which will increase the cost of AT&amp;T's collocation), procure insurance to cover this risk or perform its own monitoring of its Collocated Space. SWBT's position simply places the risk that arises solely out of its statutory obligation to provide collocation where it belongs - on the collocators. Collocators are</p>                                                                                                                                                        |                                                                                                                 |                                                                         |

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| 53.                                                                                                                                                                                                                                                                                                                                                                                                     | AT&T's proposed language exempts certain disputes from the dispute resolution provisions in the terms and conditions portion of the Interconnection Agreement, specifically those disputes arising out of Individual Case Basis pricing of services under this Appendix and disputes over amendments to SWBT's technical publications. AT&T's proposed language would allow for those specific disputes to be resolved more quickly than they otherwise would be under the standard dispute resolution provisions. AT&T's proposed language is reasonable and it should therefore be adopted. | Attachment 13: Appendix Collocation                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | The parties previously had agreed that disputes will be decided as set forth in the General Terms and Conditions of the Agreement. AT&T now wants disputes relating to SWBT's price quotation and completion intervals to go before the Commission. SWBT disagrees.                                                                                                                                               | SWBT opposes the inclusion of AT&T's language.                                                                                                                                                                                                                                                                                            |
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| <p>SWBT Statement of Issue:</p> <p>Can AT&amp;T require special dispute resolution processes that delay SWBT's ability to provide space for other collocators and delay its ability to publish and amend its Technical Publications, which affect the interests of other collocators?</p> <p>AT&amp;T Statement of Issue:</p> <p>Which dispute resolution provisions should apply to this Appendix?</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>21.X All disputes arising under this Appendix will be resolved in accord with the dispute resolution procedures set forth in the General Terms and Conditions portion of this Agreement, with the exception that disputes relating to SWBT's price quotation or Completion Interval may be brought to the Commission for resolution, as set forth in this Appendix, and that disputes relating to the content of SWBT's technical publications will be resolved in accord with Section 11.2 above.</p> | <p>the direct cause of additional risk to SWBT related to occurrences on its premises. This concern over liability thus would not be an issue "but for" SWBT's obligation to provide collocation. SWBT either must be absolved of potential liability or be permitted to take this risk into account in costing and pricing collocation. Therefore, the Commission must insert the language proposed by SWBT.</p> |                                                                                                                                                                                                                                                                                                                                           |
| <p>54a.</p> <p>SWBT Statement of Issue:</p> <p>Should AT&amp;T be required to waive any rights of recovery against SWBT and indemnify SWBT for liability for damage to its vehicles at the Eligible Structure?</p> <p>AT&amp;T Statement of Issue:</p>                                                                                                                                                  | <p>SWBT's proposal would require AT&amp;T to waive "any" rights of recovery. This language is unreasonable because AT&amp;T is legally capable of waiving "its" own rights of recovery and may not waive the rights of any others. AT&amp;T should also not be required to indemnify SWBT for damage to vehicles of AT&amp;T's employees; if an AT&amp;T employee has a claim against SWBT, it is reasonable for SWBT and</p>                                                                                                                                                                 | <p>Attachment 13: Appendix Collocation</p> <p>22.X AT&amp;T hereby waives its rights of recovery against SWBT for damage to AT&amp;T's vehicles while on the grounds of the Eligible Structure and AT&amp;T will hold SWBT harmless with respect to any such damage or damage to vehicles of AT&amp;T's employees.</p>                                                                                                                                                                                    | <p>SWBT wants to add language clarifying that AT&amp;T waives any rights of recovery and is obligated to indemnify it with respect to liability for damage to vehicles of AT&amp;T and its contractors, invitees, licensees or agents while on the grounds of the Eligible Structure. AT&amp;T has objected to the language proposed by SWBT.</p>                                                                 | <p>SWBT believes this paragraph should need:</p> <p>AT&amp;T shall maintain, if use of an automobile is required or if AT&amp;T is provided or otherwise allowed parking space by SWBT in connection with this Appendix, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and</p> |

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| <p>What insurance requirements should AT&amp;T be required to meet concerning the following items:</p> <p>b. waiver</p>                                                                                                                                                                          | <p>not AT&amp;T to pay such a claim. SWBT's proposal should therefore be excluded.</p>                                                                                                                                                                              | <p>SWBT's position simply places the risk that arises out of its statutory obligation to provide collocation where it belongs - on the collocator. This concern over vehicular liability would not be an issue "but for" SWBT's obligation to provide collocation. Therefore, collocators are the direct cause of additional risk to SWBT related to occurrences on its premises. SWBT either must be absolved of potential liability or be permitted to take this risk into account in costing and pricing collocation. The simplest and least contentious resolution of this issue is to place the risk on AT&amp;T, rather than to create another collocation pricing issue. Therefore, the Commission must insert the language proposed by SWBT.</p> | <p>Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. AT&amp;T hereby waives any rights of recovery against SWBT for damage to AT&amp;T's vehicles while on the grounds of the Eligible Structure and AT&amp;T will hold SWBT harmless and indemnify it with respect to any such damage or damage to vehicles of AT&amp;T's employees, contractors, invitees, licensees or agents.</p>                     |
| <p>54c.<br/>SWBT Statement of Issue:<br/><br/>Should AT&amp;T be required to waive any rights of recovery against SWBT for liability regarding damage to its equipment and personal property at the Collocated Space?</p> <p>AT&amp;T Statement of Issue:<br/><br/>all risk insurance policy</p> | <p>SWBT's proposal would require AT&amp;T to waive "any and all" right of recovery. This proposal is unreasonable, because AT&amp;T is legally capable only of waiving "its" own right of recovery. AT&amp;T's proposed language should instead be implemented.</p> | <p>Attachment 13: Appendix Collocation<br/><br/>22.X AT&amp;T releases SWBT from and waives its right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to AT&amp;T or located on or in the space at the instance of AT&amp;T by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk property insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other</p>  | <p>SWBT wants to add language clarifying that AT&amp;T waives any liability for damage to its equipment and personal property located on or in the Collocated Space. AT&amp;T has objected to SWBT's proposed language. The Commission must insert the language proposed by SWBT in Paragraph 22.7 of this Appendix.</p> <p>Instead of the underlined word "its", SWBT believes the words "any and all" should be included in the first sentence.</p> |

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| Statement of Issue                                                                                                                                                                                                                                                                                                                              | Statement of Issue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Statement of Issue                                      | Statement of Issue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Statement of Issue                                                                                                                                                                         |
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| <p><b>54d.</b><br/> <b>SWBT Statement of Issue:</b></p> <p>Can SWBT require AT&amp;T to acknowledge in this Appendix that it understands that it is not entitled to lost profits and revenues under the Agreement in the event of a service interruption?</p> <p><b>AT&amp;T Statement of Issue:</b></p> <p>business interruption insurance</p> | <p>SWBT's proposal recites that AT&amp;T may elect to purchase business interruption insurance. To the extent that this proposal imposes no obligation on AT&amp;T to purchase such insurance, this proposal is unnecessary and should therefore be rejected. The remainder of SWBT's proposal recites that AT&amp;T "knows" that SWBT has no liability for loss of profit or revenues. AT&amp;T, however, is unwilling to concede that SWBT has no liability for loss of profit or revenues should AT&amp;T's service be interrupted, especially where AT&amp;T's service interruption is caused by SWBT's misconduct. SWBT's proposal is therefore unreasonable and should be excluded.</p> | <p>[AT&amp;T opposed the inclusion of this section]</p> | <p>"Limitation of Liability" of this Appendix, generally defines those liability issues. Specifically, it provides that limitation of liability for matters governed by this Appendix are contained in the General Terms and Conditions portion of the Agreement. AT&amp;T refuses to concede that SWBT has no liability for lost profits and revenues. AT&amp;T's position is inconsistent with its acceptance of the General Terms and Conditions portion of the Agreement, which absolves both parties from liability for damages for harm to business, lost revenues, lost savings and lost profits. AT&amp;T's unwillingness to concede this point reinforces SWBT's argument that its proposed language should be included in this Appendix.</p> <p>Requiring SWBT to interconnect and collocate with other carriers raises the risk of accidents on its premises. That additional risk would not exist but for SWBT's statutory collocation obligations. It is patently unjust and unreasonable to require SWBT to be liable for damages under those circumstances, even if SWBT causes the damage.</p> <p>SWBT's proposed language does not add anything to which AT&amp;T has not already agreed. It simply serves to reinforce the concept that SWBT is not liable for lost profits and similar consequential damages.</p> <p>Therefore, the Commission must insert SWBT's proposed paragraph.</p> | <p>AT&amp;T may also elect to purchase business interruption and contingent knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur.</p> |

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| SWBT                                                                                                                                                                                                                                                                                                                                                                                | AT&T                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Collocation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | SWBT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | AT&T                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| <p>54e.<br/>SWBT Statement of Issue:</p> <p>Can AT&amp;T escape its duty to conform to recommendations made by SWBT's property insurance manager just because SWBT may not provide AT&amp;T with copies of all applicable surveys, recommendations and compliance requirements?</p> <p>AT&amp;T Statement of Issue:</p> <p>access to surveys, recommendations of SWBT's insurer</p> | <p>AT&amp;T's proposed language would require SWBT to provide copies of all documents related to recommendations by SWBT's property insurance companies with which SWBT seeks AT&amp;T's agreement. It is unreasonable for SWBT to seek AT&amp;T's agreement to specific recommendations without providing AT&amp;T an opportunity to review those recommendations carefully. AT&amp;T's proposed language should therefore be included.</p>                                       | <p>Attachment 13: Appendix Collocation</p> <p>22.X AT&amp;T must also conform to the recommendation(s) made by SWBT's Property Insurance Company which AT&amp;T has already agreed to or to such recommendations as it shall hereafter agree to. <u>With respect to recommendations for which SWBT seeks AT&amp;T's agreement, SWBT will provide AT&amp;T copies of any applicable surveys, recommendations and compliance requirements by its Property Insurer for AT&amp;T's review.</u></p> | <p>The parties agree that AT&amp;T will conform to SWBT's Property Insurance Company's recommendations. AT&amp;T now seeks to limit its duty to so conform only to recommendations with respect to which SWBT provides copies of "any applicable surveys, recommendations and compliance requirements." SWBT disagrees with AT&amp;T's proposed addition.</p> <p>SWBT is willing to provide AT&amp;T with standard requirements of its Property Insurance Company. SWBT is unwilling, however, to disclose to AT&amp;T any recommendations, survey or compliance documentation that is based upon or that might contain information about any specific investigations of SWBT properties and facilities. Divulgence of such confidential information exceeds the scope of knowledge required by AT&amp;T for ordinary compliance with property insurer recommendations. Therefore, the Commission must strike AT&amp;T's proposed additions.</p> | <p>SWBT opposes the inclusion of AT&amp;T's language.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>55.<br/>SWBT Statement of Issue:</p> <p>Can SWBT agree to this Appendix without admitting or waiving its right to assert that AT&amp;T equipment and facilities are not "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. § 251(c)(6)?</p> <p>AT&amp;T Statement of Issue:</p> <p>What is the purpose of this Appendix?</p>      | <p>SWBT's proposal misstates the purpose of the Appendix. AT&amp;T properly intends to use the Collocated Space to connect with SWBT's network and with the networks of other collocators, subject to the conditions set forth in the Commission's Order. The remainder of SWBT's proposal is unnecessary, in light of the terms and conditions portion and unbundled network elements portion of the Interconnection Agreement. SWBT's proposal should therefore be excluded.</p> | <p>[AT&amp;T opposes the inclusion of this section]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>SWBT wants to add language that this Appendix is not an admission, waiver or precedent that any AT&amp;T equipment is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. § 251(c)(6). SWBT has agreed to allow AT&amp;T to place equipment in SWBT facilities which SWBT is not statutorily obligated to permit (i.e., remote switching modules). SWBT does not want its agreement to permit the placement of such equipment to be construed as an admission (i) that the equipment is statutorily required to</p>                                                                                                                                                                                                                                                                                                                                                                             | <p>Through this Appendix, AT&amp;T is placing telecommunications equipment and facilities on SWBT property for the purpose of access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to section 10.6 hereof, other collocators. The parties agree that this Appendix does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any State Commission, the Federal Communications Commission, any other regulatory body, and State and Federal Court, or in any other form</p> |

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| Issue                                                                                                                                                                                                                                  | AT&T Position                                                                                                                                                                                                                                                                                                                                                                                                                                                           | SWBT Position                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Disputed Issue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Comments                                                                                                                                                                                                   |
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| <p>56. SWBT Statement of Issue:</p> <p>Should this Appendix have any impact on tariffs or charges due thereunder?</p> <p>AT&amp;T Statement of Issue:</p> <p>What is the effect of conflicting tariff provisions on this Appendix?</p> | <p>SWBT's proposal would allow SWBT to effectively amend this Appendix by filing a tariff with contradictory provisions. SWBT would therefore be able to modify the Appendix unilaterally, defeating the entire purpose of this Appendix, avoiding the Commission's decisions in the arbitration proceeding and allowing SWBT to circumvent the three-year term of the Interconnection Agreement. SWBT's proposal is therefore unreasonable and should be excluded.</p> | <p><u>Attachment 13: Appendix Collocation</u></p> <p>23.X This Appendix may not be modified by the Parties except by a subsequent written document executed by the Parties.</p>                                                                                                                                                                                                                                                                                                                | <p>be collocated or constitutes "collocation," or (ii) that when space is not available, SWBT must provide virtual collocation for the equipment as a precedent that SWBT must follow. Second, SWBT wishes to preserve its right of appeal or reconsideration with respect to all equipment that it agrees to collocate hereunder. Because SWBT is required by statute to provide collocation, it may not have an opportunity to challenge whether certain equipment is required to be collocated until after it already has begun providing collocation with respect to that equipment. Therefore, the Commission must insert SWBT's proposed paragraph...</p> | <p>that SWBT has agreed or acquiesced that any piece of AT&amp;T equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).</p> |
|                                                                                                                                                                                                                                        | <p>SWBT believes an additional clause should be added to the end of the sentence: Save this provision shall not affect current, pending or future tariffs, under investigation or otherwise, including any charges due there under.</p>                                                                                                                                                                                                                                 | <p>Prior to the Act, SWBT already was providing certain collocation arrangements in accordance with SWBT Tariff FCC No. 73, § 26, "Expanded Interconnection." SWBT does not believe that the intent of the legislation requiring SWBT to enter interconnection agreements was intended to affect the validity of current, future or pending tariffs. In fact, the FCC's order specifically provides that the Act, as a matter of law, does not displace the FCC's Expanded Interconnection</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                            |

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| 57.<br>SWBT Statement of Issue:<br><br>Should AT&T be required to comply with executive and federal regulations in SW9368?<br><br>AT&T Statement of Issue:<br><br>What terms and conditions should govern AT&T's regulatory compliance? | SWBT's proposal would obligate AT&T to comply with a document entitled SW9368. AT&T opposes this proposal, because AT&T has never seen document SW9368 and is thus not in a position to agree or disagree with that document or with SWBT's proposal incorporating that document. On a general note, language requiring AT&T to comply with regulations with which AT&T is required by law to comply is unnecessary. | Attachment 13: Appendix Collocation<br><br>23.X The AT&T and all persons acting through or on behalf of AT&T shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder. | SWBT wants to add a sentence to the end of Paragraph 24.6 stating that AT&T will comply with executive and federal regulations in SW9368. AT&T refuses.<br><br>SW9368 is SWBT's Nondiscrimination Compliance Agreement. SWBT's standard practice is to require contractors with SWBT to comply with this Agreement. In certain cases, SWBT is required to permit AT&T to hire subcontractors to perform work in its "cage," within the Eligible Space, and SWBT has the right of approval of such subcontractors. Therefore, SWBT seeks to ensure that all hiring practices with which SWBT is associated comply with the law.<br><br>The specific executive orders and federal regulations with which SW9368 requires AT&T to comply concern equal employment opportunity, non-segregation, affirmative action, veteran assistance, employment of the handicapped, small disadvantaged businesses and small women-owned businesses. Because AT&T already is under a duty to comply with the laws and regulations of the United States and Missouri, SWBT does not understand why AT&T would object to this requirement. | requirements, and grants to the FCC the discretion to preserve its existing rules and tariffing requirements to the extent they are consistent with the Act. Interconnection Order at ¶ 611. Therefore, the Commission must insert SWBT's proposed language. | SWBT believes one additional sentence should be added to the end of the section.<br><br>The AT&T and all persons acting through or on behalf of AT&T shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder. AT&T further agrees during the term of this Agreement to comply with all applicable Executive and Federal regulations as set forth in SW9368, attached as Exhibit and incorporated herein, as may be modified from time to time. |
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| <p>SWBT<br/>         REPORTING REQUEST - INQUIRY TO<br/>         UNCLASSIFIED VERSION</p>                         | <p>SWBT<br/>         REPORTING REQUEST - INQUIRY TO<br/>         UNCLASSIFIED VERSION</p> | <p>SWBT<br/>         REPORTING REQUEST - INQUIRY TO<br/>         UNCLASSIFIED VERSION</p> | <p>SWBT<br/>         REPORTING REQUEST - INQUIRY TO<br/>         UNCLASSIFIED VERSION</p> | <p>SWBT<br/>         REPORTING REQUEST - INQUIRY TO<br/>         UNCLASSIFIED VERSION</p> |
| <p>Therefore, the Commission must<br/>         insert SWBT's proposed language of<br/>         this Appendix.</p> |                                                                                           |                                                                                           |                                                                                           |                                                                                           |