

BEFORE THE PUBLIC SERVICE COMMISSION OF MISSOURI

Southwestern Bell Telephone, L. P. d/b/a/)
SBC Missouri's Petition for Compulsory)
Arbitration of Unresolved Issues for a) Case No. TO-2005-0336
Successor Interconnection Agreement to)
the Missouri 271 Agreement ("M2A"))

**RESPONSE OF AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.,
TCG KANSAS CITY, INC. AND TCG ST. LOUIS TO
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a
SBC MISSOURI'S PETITION FOR ARBITRATION**

AT&T Communications of the Southwest, Inc., TCG Kansas City and TCG St. Louis ("AT&T"), pursuant to Section 252(b)(3) of the Telecommunications Act of 1996 ("Act") and, respectfully submits its response to the Petition for Arbitration ("Petition") filed by Southwestern Bell Telephone Company d/b/a SBC Missouri ("SBC"):

THE M2A

1. AT&T agrees that it has operated under M2A-based Interconnection Agreements ("ICA") in Missouri. AT&T further agrees that AT&T's ICA expired by its terms on March 6, 2005, but has been extended through July 19, 2005 for completion of negotiations and arbitration of a successor ICA.

PARTIES

2. AT&T agrees that it has been actively engaged in negotiating a successor ICA with SBC in Missouri, but that issues remain unresolved, necessitating arbitration. AT&T wishes to correct, however, the contact information that SBC provided for AT&T in Exhibit 1. AT&T's primary contact for this arbitration is as follows:

Michelle Bourianoff
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**BACKGROUND ON NEGOTIATIONS AND
TIMELINES OF PETITION FOR ARBITRATION**

3. AT&T agrees that negotiations were commenced timely in accordance with the provisions of the ICA. AT&T also agrees that the period for filing arbitrations commenced on March 6, 2005, and ends on March 31, 2005. AT&T concurs that the period for concluding this arbitration is 135 days after the M2A's expiration date of March 6, 2005.

4. AT&T agrees that SBC and AT&T have negotiated for many months, up to and even after the Petition for Arbitration was filed. AT&T fully agrees that AT&T and SBC have worked hard to identify and resolve issues.

**STATEMENT OF UNRESOLVED ISSUES
AND THE PARTIES' POSITION**

6. Attached collectively as Exhibit 9 to the Petition filed by SBC, and incorporated herein by reference, are comprehensive Decision Point Lists ("DPLs") which reflect the parties' respective positions and the parties' proposed contract language on each disputed issue. AT&T agrees that these DPLs generally reflect AT&T's position on each issue, and AT&T incorporates herein by reference its position and contract language on each of the individual unresolved issues set out in the following DPLs in Exhibit 9: General Terms & Conditions; Attachment 11: Network Interconnection;

Attachment 12: Reciprocal Compensation; Attachment 13: Poles, Conduits & ROW; Attachment 13: Collocation; Attachment 28: Comprehensive Billing.

7. SBC's Exhibit 9 does not, however, accurately state AT&T's proposed language and statement of position on the disputed issues related to UNEs and Pricing. Accordingly, AT&T has attached as Exhibit 1 hereto comprehensive decision point lists that identify AT&T's proposed language and statement of position for Attachment 6: UNE, Appendix UNEs: Rider-Embedded Base, and Attachment 30 Pricing Schedule. In some cases, AT&T has restated the issue in order to more adequately frame the dispute to be decided by the Commission. Where appropriate, AT&T has also identified additional issues that it understands to be in dispute between the parties. AT&T incorporates by reference its position on each of the individual issues set out in the DPLs attached as Exhibit 1 hereto.

8. The parties will continue negotiating with the aim of resolving as many of the unresolved issues as possible prior to the arbitration hearing. AT&T requests the Commission to find in its favor on the unresolved disputed issues that are presented for arbitration for the reasons stated in the DPLs.

STATEMENT OF RESOLVED ISSUES AND PROPOSED AGREEMENTS

9. AT&T agrees that the parties have resolved many issues through negotiations and reached substantial agreement respecting most provisions of the successor ICA. Also attached as Exhibit 10 to the Petition filed by SBC, and incorporated herein by reference, is the proposed interconnection agreement in its entirety, including (i) language on which SBC and AT&T have voluntarily agreed,

displayed in normal font; (ii) language proposed by SBC and opposed by AT&T, displayed in **bold**; and (iii) language proposed by AT&T and opposed by SBC, displayed in underline. AT&T agrees that this Proposed ICA generally reflects language on which SBC and AT&T have agreed and the language that remains outstanding in specific Attachments. SBC's Exhibit 10 does not, however, accurately reflect the resolved and disputed contract language for the UNE and Pricing Attachments. Accordingly, AT&T has attached as Exhibit 2 hereto Draft Proposed ICA Attachments that identify the resolved and disputed contract language for Attachment 6: UNE, Appendix UNEs: Rider-Embedded Base, and Attachment 30 Pricing Schedule. As with the ICA Attachments filed by SBC, the following conventions have been used: (i) language on which SBC and AT&T have voluntarily agreed, displayed in normal font; (ii) language proposed by SBC and opposed by AT&T, displayed in **bold**; and (iii) language proposed by AT&T and opposed by SBC, displayed in underline.

WHEREFORE, AT&T requests the Commission to find in its favor on the unresolved disputed issues contained in the DPLs attached as Exhibit 9 to the Petition of SBC and as Exhibit 1 to this Response, to approve and adopt AT&T's proposed contract language set forth in Exhibit 10 to the Petition of SBC and as Exhibit 2 to this Response for inclusion in the successor interconnection agreement between the parties hereto, and for such other and further relief to which AT&T may be entitled.

Respectfully submitted,

/s/ Michelle Bourianoff by M.W.C.

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**ATTORNEYS FOR
AT&T COMMUNICATIONS
OF THE SOUTHWEST, INC., TCG
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Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent via e-mail on this 25th day of April, 2005, to:

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/s/ Mark W. Comley

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