

**27.02 Access Limited to Persons with a Need to Know.** Confidential or Proprietary information provided by CLEC to SWBT in connection with this Appendix shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.03 to 28.06.

**27.03 Permitted Uses of CLEC's Confidential or Proprietary Information.** SWBT and persons acting on SWBT's behalf, except for personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities, may utilize CLEC's Confidential or Proprietary information for the following purposes (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Appendix and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

**27.04 Access by Third Parties.** Information reflecting the assignment of pole attachment and conduit occupancy space to CLEC may be made available to personnel of third parties seeking access to SWBT's records under provisions, and subject to protections, equivalent to those contained in and required by Section 7.03 of this Appendix.

**27.05 Defense of Claims.** In the event of a dispute between SWBT and any person or entity, including CLEC, concerning SWBT's performance of this Appendix, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SWBT may utilize Confidential or Proprietary information submitted by CLEC in connection with this Appendix as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SWBT shall not disclose CLEC's Proprietary or Confidential Information without first, at SWBT's option, (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of the information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena or order and the opportunity to protect the Proprietary or Confidential Information.

00000801

27.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SWBT from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SWBT shall not disclose CLEC's proprietary or confidential information without first, at SWBT's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of CLEC's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing CLEC notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

27.07 Other Uses of Confidential Information. No other uses of Confidential or Proprietary information received from CLEC pursuant to this Appendix are authorized or permitted without CLEC's express written consent.

**ARTICLE 28**

(RESERVED)

**ARTICLE 29**

(RESERVED)

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH  
MAY BE ENFORCED BY THE PARTIES.**

SOUTHWESTERN BELL TELEPHONE L.P. d/b/a  
SOUTHWESTERN BELL TELEPHONE COMPANY  
BY SBC TELECOMMUNICATIONS, INC., ITS AUTHORIZED AGENT

By:

\_\_\_\_\_  
Signature of SWBT's Authorized Officer/Employee:

\_\_\_\_\_  
Name of SWBT's Authorized Officer/Employee (Printed or Typed)

\_\_\_\_\_  
Position/Title of SWBT's Authorized Officer/Employee

\_\_\_\_\_  
Date

BBC TELEPHONE INC.

By:

\_\_\_\_\_  
Signature of CLEC's Authorized Officer/Employee

\_\_\_\_\_  
Name of CLEC's Authorized Officer/Employee (Printed or  
Typed)

\_\_\_\_\_  
Title of CLEC's Authorized Officer/Employee

\_\_\_\_\_  
Date

**EXHIBIT I****POLE AND CONDUIT ATTACHMENT RATES**

ITEMS	AR	KS	MO	OK	TX
CLEC Pole Attachments (\$/attachment/yr)	\$2.35	\$1.75	\$2.35	\$1.55	\$2.85
CLEC Conduit Occupancy (\$/ft/yr)*	\$0.40	\$0.39	\$0.40	\$0.39	\$0.63

\* Conduit occupancy rates shown are for full-sized ducts. Occupancy of each inner-duct will be at \$0.205 ft/yr. (i.e., half-duct rate).

00000804

**EXHIBIT II**  
**IDENTIFICATION OF APPLICANT (MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: BBC Telephone Inc.

Applicant's principal place of business is located in the State of Kansas.

Applicant does business under the following assumed names: \_\_\_\_\_

Applicant is:

- ☒ a corporation organized under the laws of the State of Kansas,  
charter no. \_\_\_\_\_;
- ☐ a partnership organized under the laws of the State of \_\_\_\_\_;  
or
- ☐ another entity, as follows: \_\_\_\_\_

Applicant represents that Applicant is:

- ☐ (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6));
- ☐ (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or
- ☐ (3) a person or entity which is neither (1) nor (2) above, as follows:

**EXHIBIT III**  
**ADMINISTRATIVE FORMS AND NOTICES (MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SWBT's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SWBT to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SWBT to CLEC and others.

SW-9433: Pole Attachments

SW-9434: Access Application and Make-Ready Authorization

SW-9435: Conduit Occupancy

SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee

SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant

SW-9436C: Notification of Unauthorized Attachments by Applicant

**EXHIBIT IV  
INSURANCE REQUIREMENTS (MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Exhibit, the term "premises" refers to any site located on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way and any location where CLEC or any person acting on CLEC's behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to CLEC and All Persons and Entities Acting on CLEC's Behalf. CLEC shall maintain, at all times during the term of this Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover CLEC but all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at the premises described in 1) above. CLEC should require that all contractors, subcontractors, and other persons or entities acting on CLEC's behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers' Compensation Insurance. CLEC shall maintain, at all times during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers' Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker's Compensation laws. CLEC shall require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide Workers' Compensation Insurance and Employer's Liability Insurance for their respective employees unless such employees are covered by the protection afforded by CLEC.

4) General Liability Insurance. To protect SWBT from any liability for bodily injury or property damage, CLEC shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SWBT. SWBT shall be added as an additional insured in the standard policy or an endorsement thereto. CLEC shall also require any contractor, subcontractor, or other person or entity acting on CLEC's behalf to provide General Liability coverage with the same limits and with SWBT added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by CLEC.

- a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance requirements of CLEC and any contractor, subcontractor, or other person or entity acting on CLEC's behalf. The coverages may be provided by the standard policy or

endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
  - 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
  - 3) Independent Contractors coverage to provide protection for CLEC's contractors, subcontractors, and other persons or entities acting on CLEC's behalf.
  - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
  - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
  - 6) Contractual Liability coverage to provide financial responsibility for CLEC to meet its indemnification obligations.
  - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of CLEC and damage to work performed by or on behalf of CLEC.
- b) Minimum policy limits shall be as follows:
- General Aggregate Limit: \$1,000,000.
- Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.
- Sublimit for personal injury and advertising: \$1,000,000.
- Products/Operations Aggregate Limit: \$1,000,000.
- Each occurrence sublimit for Products/Operations: \$1,000,000.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
  - d) Policy language or endorsements adding SWBT as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SWBT

00000808



from any liability for bodily injury or property damage arising out of CLEC's operations.

5) Automobile Liability Insurance. The parties contemplate that CLEC and personnel acting on CLEC's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights-of-way, in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Accordingly, CLEC shall maintain, at all times during the term of the Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by CLEC or by any person or entity acting on CLEC's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. CLEC's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SWBT.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SWBT, must be received by SWBT prior to the issuance of any licenses pursuant to the Agreement and before CLEC or any person acting on CLEC's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.
- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.
- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

00000809

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT."

A certificate which does not include the phrase "or materially changed" does not meet SWBT's requirements. A certificate reciting that the issuing company will "endeavor to" mail 30 days written notice to the certificate holder does not meet SWBT's requirements. The language "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company  
12930 Olive Street Road, Floor 2  
Creve Couer, Missouri 63141  
ATTENTION: Utility Liaison Supervisor

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Exhibit and shall not be construed as a waiver by SWBT of any rights under the Agreement.

10) Rating of Insurers. SWBT requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon CLEC's submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

**EXHIBIT V**  
**NONDISCLOSURE AGREEMENT (MISSOURI)**

Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, has been entered into by and between Southwestern Bell Telephone L.P. d/b/a Southwestern Bell Telephone Company ("SWBT"), a Texas Limited Partnership, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of \_\_\_\_\_, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing, engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any,

by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SWBT's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SWBT's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: **"PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."**

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations

such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SWBT in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Missouri.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

\_\_\_\_\_  
Recipient (Print or Type Name)

Southwestern Bell Telephone, L.P. d/b/a  
Southwestern Bell Telephone Company  
By SBC Telecommunications, Inc.,  
Its authorized agent

By \_\_\_\_\_  
Signature of Recipient or Representative

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT VI  
NOTICES TO CLEC  
(MISSOURI)**

**EXHIBIT VII  
NOTICES TO SWBT  
(MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Exhibit, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in EXHIBIT VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as CLEC's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.05(e) Notification Regarding Make-Ready Work
- 12.03(d) Notification of placing J-hook on non-licensed pole
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of CLEC's maintenance contact
- 13.01 Notification of planned modifications
- 14.02(c) Notification of CLEC's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators
- 16.01 Notification that facilities have been brought into compliance
- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities



- 18.01(a) Notice of intent to remove facilities
- 18.01(e) Notice of intent to terminate license
- 18.06 Notification of SWBT's intent to remove CLEC's facilities
- 20.01(c) Notification of change of bond
- 24.01 Notification of termination
- 24.03 Notification of cure of breach

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SWBT's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

- 6.05(a) Notifications relating to electrical interference
- 6.09(h) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of environmental contaminants
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair
- 15.06(a) Notification of performing corrective work on emergency repair.  
(advanced notice)
- 15.06(b) Notification of performing corrective work on emergency repair.  
(no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as CLEC's initial point of contact, will provide additional information to CLEC concerning notification procedures for notices to be given to LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide CLEC legal advice with respect to notice requirements. Questions by CLEC's personnel and other persons acting on CLEC's behalf concerning CLEC's legal obligations should be directed to CLEC's legal counsel or such other personnel as CLEC may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Exhibit may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

**EXHIBIT VIII  
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR  
(MISSOURI)**

This Exhibit is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Missouri is named below. Notices to the Utility Liaison Supervisor should be addressed as follow:

Name:

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 12930 Olive Street Road, Floor 2

City/State/Zip Creve Couer, Missouri 63141

**ATTACHMENT 14: INTERIM NUMBER PORTABILITY****1.0 Interim Number Portability**

- 1.1 SWBT and CLEC will provide Interim Number Portability in accordance with requirements of the Act. Interim Number Portability (INP) will be provided by each Party to the other upon request. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC or SWBT. The Parties will provide Permanent Number Portability (PNP), in conformance with FCC rules.

**2.0 Non-Geographical Numbers**

- 2.1 Neither Party will be required to provide Interim Number Portability for non-geographic services (e.g., 500 and 900 NPAs) or on COPT or SmartCoin lines under this Agreement, unless otherwise ordered by the FCC.

**3.0 Availability**

- 3.1 INP will be made available to either Party by the other on a reciprocal basis. INP will be provided through INP-Remote (remote call forwarding or like service) or INP-Direct (direct inward dialing trunks or like service). The requesting Party will specify either INP-Remote, or INP-Direct, on a per telephone number basis, and the providing Party will provide such method to the extent technically feasible.

**4.0 INP-Remote**

- 4.1 INP-Remote is a service that uses existing remote call forwarding technology to provide INP by redirecting calls within the telephone network. When INP-Remote is used, calls to the ported number will first route to the original local service provider's switch to which the ported number was assigned. Such Party's switch will then forward the call to the assigned number of the new local service provider's end user customer. When more than a total of 3 paths are required to handle simultaneous calls to the same ported telephone number, the requesting Party will order from the providing Party additional paths.

**5.0 INP-Direct**

- 5.1 INP-Direct is an existing service which uses DID or like technology to provide for the delivery of the calling (dialed) number to the requesting Party's switch for subsequent routing and call completion.
- 5.2 INP-Direct is available either on a per voice grade channel basis or a per DS1 (24 equivalent voice grade channels) basis.

5.3 Where the location of the requesting Party's switch is outside the area served by the providing Party's switch, the requesting Party is responsible for providing appropriate transport facilities.

5.4 INP-Direct must be established with a minimum configuration of 2 voice grade channels and one unassigned telephone number per switch. INP-Direct may not be mixed with any other type of trunk group. Outgoing calls may not be placed over trunk groups arranged for INP-Direct service.

**6.0 Other Interim Portability Provisions**

6.1 Either Party will exchange with the other SS7 TCAP messages as required for the implementation of Customer Local Area Signaling Services (CLASS) or other features available.

6.2 Either Party will notify the other of any technical or capacity limitations that would prevent use of a requested INP implementation in a particular switching office.

6.3 SWBT will cooperate with CLEC to ensure 911 service is fully available to ported end users consistent with state provisions. CLEC will have the right to verify the accuracy of the information regarding the CLEC customer in the ALI database.

6.4 Either Party will pass all Calling Party Number (CPN) or Automatic Number Identification (ANI) information to and from the ported number, whenever technically feasible.

6.5 SWBT will provide CLEC with interfaces that allow CLEC to access SWBT's Line Information Database (LIDB) service management system (SMS). These interfaces will allow CLEC to create, modify, and delete CLEC line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function as set forth in Attachment 7, Section 1.7.1.1. If there is no change to the customer's existing LIDB functionality (e.g., collect/third party call blocking) SWBT should not remove the existing customer data. SWBT also will not delete the Directory Listings database information associated with the customer unless requested by CLEC. SWBT will use a mechanized process to ensure that SWBT's LIDB information for the end user is not deleted during the process of converting that customer to service provided by a CLEC through INP. In addition, for directory listings, when CLEC submits local service requests (LSRs) for UNE loop and port combinations "as specified" or for "stand alone" UNE switch ports, CLEC will have the option of whether to populate the LSR Directory Listing ("DL") Form. Under these circumstances, SWBT will treat non-submission of the DL form as an instruction to SWBT that CLEC's end-user listing(s) is to remain the same as the listing(s) currently appears in SWBT's directory listing databases.

- 6.6 SWBT agrees not to issue Telephone Line Number (TLN) based calling card numbers when a customer ports their number to CLEC.
- 6.7 SWBT and CLEC will cooperate in all service cutovers involving the other Party's service, to avoid unnecessary service outages.
- 6.8 Each Party will provide competitively neutral cost recovery as defined by the Commission which reflects the FCC NP Order.

**7.0 Route Index Methods of INP**

- 7.1 SWBT will provide, where LNP is not available, either or both Route Index Portability Hub (RI-PH) or Directory Number-Route Index (DN-RI) INP methods to any CLEC who requests them, subject to the requesting CLEC(s) paying reasonable developmental and implementation cost.

**8.0 NXX Migration (LERG Reassignment)**

- 8.1 Where a Party has activated more than half of an NXX and the remaining numbers in that NXX are either unassigned or reserved for future use, at the request of that Party it may elect to employ NXX Migration. NXX Migration will be provided by utilizing reassignment of the NXX to the requesting Party through the Local Exchange Routing Guide (LERG). When NXX migration is used as an INP solution, each party shall absorb its own costs.

**9.0 Cutover Process**

- 9.1 For a Coordinated Cutover Environment (where the loop is being purchased by CLEC as an unbundled Network Element at the time of INP implementation), SWBT will update switch translations where necessary as close to the requested time as possible, not to exceed 30 minutes after the physical cutover is completed.
- 9.2 For a Non-Coordinated Cutover Environment (where the loop is supplied by CLEC) SWBT will schedule a mechanized update of switch translations at the CLEC requested cutover time (frame due time). SWBT will provide an operation contact whom CLEC can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, completion will be negotiated by the parties.

**10.0 Testing**

- 10.1 SWBT and CLEC will cooperate in conducting testing to ensure interconnectivity between systems. The Parties will inform each other of any system updates that may affect either Party's network and will perform tests to validate the operation of the network.

**11.0 Recording and Billing**

- 11.1 The Parties will provide to each other the Exchange Message Records (EMR) for all alternately billed calls.
- 11.2 The Parties will supply each other with originating billing records which will enable them to bill each other or any other LSP for any local interconnection charge.

**12.0 Line Status Verification/Busy Line Verify**

- 12.1 When a Line Status Verification or Busy Line Interrupt request for a ported number is directed to either Party's operator and the query is not successful if the operator is aware that the number is a ported number, then the operator will direct the caller to the appropriate operator.

**13.0 Pricing**

- 13.1 SWBT and CLEC will absorb their own costs of providing INP. Because all parties will be absorbing their own costs, the charges listed below are zero.

**INP Remote:**

Per line	None
Add'l Path	None

**INP Direct:**

Number	None
Trunk Termination	None
D4 Channel Bank	None
DID Nonrecurring per #	None
DID Nonrecurring Transport per MOU	None

**14.0 Additional INP Commitments**

- 14.1 SWBT agrees to provide information on its internet website relating to conversions from INP to LNP as well as host forums with CLEC customers to discuss number portability issues.

**APPENDIX LOCATION ROUTING NUMBER -  
PERMANENT NUMBER PORTABILITY**

**1.0 Provision of Local Number Portability**

1.1 SWBT and CLEC shall provide, number portability in accordance with requirements of the Act.

**2.1 Location Routing Number - Permanent Number Portability (LRN-PNP)**

2.1.1 SWBT and CLEC shall work to implement the LRN-PNP solution in accordance with the relevant FCC rulings, NANC (North American Numbering Council) guidelines specified in Section 2.2 of this Attachment. SWBT and CLEC shall also work to implement the guidelines of the Op WestRegion Steering Committee and Network Operations Team agreed to in writing by SWBT and CLEC.

2.1.2 SWBT and CLEC shall implement number portability in an end office upon the written request of the other Party in accordance with FCC timelines.

**2.2 Requirements for LRN-PNP**

2.2.1 The parties shall adhere to the generic requirements for LRN-PNP as specified in the following publications and FCC Orders:

2.2.1.1 Generic Switching and Signaling Requirements for Number Portability, Issue 1.05, August 1, 1997 [Editor - Lucent Technologies, Inc.];

2.2.1.2 Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.99, Final Draft, January 6, 1997 [Editor - Ameritech Inc.];

2.2.1.3 Generic Operator Services Switching Requirements for Number Portability, Issue 1.1, June 20, 1996 [Editor - Nortel];

2.2.1.4 FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Adopted: June 27, 1996; Released: July 2, 1996;

2.2.1.5 FCC First Memorandum Opinion And Order On Reconsideration; FCC 97-74, CC Docket No. 95-116, RM-8535; Adopted: March 6, 1997; Released: March 11, 1997;

2.2.1.6 FCC Second Report and Order, FCC 97-298, CC Docket No. 95-116, RM 8535, Adopted August 14, 1997, Released August 18, 1997; and

2.2.1.7 North American Number Council Report from the LNP Administration Selection Working Group, April 25, 1997.



## 2.2.2 LRN-PNP employs an "N-1" Query Methodology.

- 2.2.2.1 For interLATA or intraLATA toll calls, the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and efficiently route the call to the appropriate terminating local carrier either directly or through an access tandem office. Where one carrier is the originating local service provider (LSP) and the other is the designated toll carrier, the originating LSP will not query toll calls delivered to the toll carrier or charge the toll carrier for such queries.
- 2.2.2.2 For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the appropriate terminating carrier.
- 2.2.3 For local calls to an NXX in which at least one number has been ported via LRN-PNP at the request of a CLEC, the Party that owns the originating switch shall query an LRN-PNP database as soon as the call reaches the first LRN-PNP-capable switch in the call path. The Party that owns the originating switch shall query on a local call to an NXX in which at least one number has been ported via LRN-PNP prior to any attempts to route the call to any other switch. Prior to the first number in an NXX being ported via LRN-PNP at the request of a CLEC, SWBT may query all calls directed to that NXX, subject to the billing provisions of Section 4.1, and provided that SWBT's queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service SWBT provides its own customers and end-users.
- 2.2.4 A Party shall be charged for an LRN-PNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LRN-PNP query but failed to do so. The only exception will be if the FCC rules (Docket No. 95-116) that the terminating carrier may charge the N-1 carrier for queries initiated before the first number is ported in an NXX.
- 2.2.5 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the Initial Address Message.

## 2.3 SMS Administration

SWBT and CLEC shall cooperate to facilitate the expeditious deployment of LRN-PNP based LNP through the process prescribed in the documents referenced in Section 2.1.1 of this Attachment including, but not limited to development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

## 2.4 Ordering

- 2.4.1 Porting of numbers with PNP will be initiated via Local Service Requests (LSR) based on Ordering and Billing Forum (OBF) recommendations. SWBT and CLEC will agree on all of the details of the interface, format and processing of LSRs no later than 180 days prior to the first implementation of PNP in the state shown on the face of this agreement or the date on which the transition window is considered to be opened pursuant to Section 3.2.2 of this Attachment, whichever date is earlier. If the Parties have not agreed on all of the details of the interface, format and processing of LSRs to both Parties' satisfaction within such time period, either Party may submit any disputed issues to the Alternative Dispute Resolution process set forth in Attachment 1 of this Agreement.
- 2.4.2 When an LSR is sent to one Party by the other Party to initiate porting via LRN-PNP, the receiving Party shall return, at the appropriate time, a Firm Order Confirmation (FOC).
- 2.4.3 For the purposes of this Attachment, the parties may use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects ("projects"), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

## 3.0 Requirements for PNP

### 3.1 Cut-Over Process

- 3.1.1 SWBT and CLEC shall cooperate in the process of porting numbers to minimize ported subscriber out-of-service time. For cutover to LRN-PNP, both SWBT and CLEC agree to update their switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.
- 3.1.2 SWBT and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. SWBT and CLEC will use their best efforts to update their respective Local Service Management Systems (LSMS) from the NPAC SMS data within 15 minutes after receipt of a download from the NPAC SMS (the current North American Numbering Council goal for such updating).
- 3.1.3 At the time of porting a number via LRN-PNP, the Party from which the number is being ported shall insure that the LIDB entry for that number is deprovisioned.
- 3.1.4 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis.) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective

technicians. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SWBT and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SWBT recognize that there will be instances where the interval may be up to 59 minutes. If the unconditional PNP trigger is set, the ported number must be removed at the same time that the unconditional PNP trigger is removed.

- 3.1.5 The Party from whom a number is porting will set the unconditional LRN-PNP trigger at the other Party's request, either on an individual customer basis or for all customers, at the option of the requesting Party.

### 3.2 Transition from INP to LRN-PNP

- 3.2.1 Transition from INP to LRN-PNP will be initiated for all ported telephone numbers by an LSR from the recipient (ported-to) service provider to the donor (ported-from) service provider. A single LSR shall be used to both disconnect INP and to effect LRN-PNP for any one customer.
- 3.2.2 The Party to which a number is being ported via LRN-PNP shall issue an LSR within 90 days following the opening of the transition window to complete transition. The transition window is considered to be opened when all of the following have been completed:
  - 3.2.2.1 the LRN-PNP capabilities in the end office from which the number has been ported from are active;
  - 3.2.2.2 the ported number NPA-NXX is open to portability in the NPAC SMS; and
  - 3.2.2.3 the LRN-PNP electronic or manual LSR interface between CLEC and SWBT is agreed upon by the Parties and operational; and
  - 3.2.2.4 LRN-PNP testing is complete.
- 3.2.3 The Parties will remove (as close to the requested time as possible, not to exceed 59 minutes for non-coordinated orders or as otherwise agreed to by the parties for coordinated orders or on a project specific basis) a ported number from the end office from which the number is being ported, as coordinated by the Parties' respective technicians. However, when the unconditional PNP (10-digit) trigger is not set (e.g., coordinated cuts), the Party from which the number is being ported will remove the ported number or INP translations per the porting Party's initially requested FDT unless the porting Party notifies the other Party of a database problem or request to change the FDT. The 59 minute period shall commence upon the Frame Due Time (FDT) shown on

the receiving party's LSR, or as otherwise negotiated by the parties on a project basis, unless the unconditional PNP (10-digit) trigger is set. The parties recognize that it is in the best interest of the consumer for this removal to be completed in the most expedient manner possible. Therefore, SWBT and CLEC agree that a 30 minute interval is a goal towards which both companies will work, however both CLEC and SWBT recognize that there will be instances where the interval may be up to 59 minutes.

3.2.4 SWBT shall discontinue charges, if any, for INP as of the day on which the NPAC SMS download of the ported number was sent by the NPAC.

3.2.5 After a ported number transitions from INP to LRN-PNP, interexchange (toll) calls to a number ported to CLEC will be routed to CLEC as described in Attachment 11, Appendix ITR.

### 3.3 Testing

3.3.1 If INP testing is in progress in an end office that has converted from INP to LRN-PNP, both SWBT and CLEC shall complete INP testing if either Party requests that such testing be complete.

3.3.2 When transition from INP to LRN-PNP in an end office occurs, the Party from whom a number has been ported shall launch test calls to ensure correct LRN-PNP routing at the request of the other Party.

### 3.4 Excluded Numbers

3.4.1 Neither Party shall be required to provide number portability for excluded numbers (e.g., 500 and 900 NPAs, 950 NXX number services, and others as excluded by FCC rulings issued from time to time) under this Agreement.

### 3.5 Mass Calling

3.5.1 Both SWBT and CLEC are required to offer number portability of telephone numbers with "choke" (i.e., mass calling) NXXs in a manner that complies with the FCC's criteria.

### 3.6 Operator Services, LIDB/LVAS and Directory Assistance

3.6.1 The Provisions of this Agreement pertaining to Operator Services, LIDB/LVAS and Directory Assistance shall also apply when LRN-PNP is in place.

3.6.2 If Integrated Services Digital Network User Part (ISUP) signaling is used, SWBT shall provide, if technically feasible, the Jurisdiction Information Parameter (JIP) in the SS7 Initial Address Message (IAM). (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 [Editor - Lucent Technologies, Inc.] )

3.7 Porting of DID Block Numbers

3.7.1 SWBT and CLEC shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers.

3.7.2 SWBT and CLEC shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs; provided that the parties agree that nothing herein shall be deemed a waiver or estoppel of CLEC's positions that: (1) SWBT should permit customers who port a portion of a DID block to retain DID service on the remaining portion of the DID block; and (2) that SWBT should offer customers who port a portion of a DID block a discount that is proportional to the amount of the DID block that has been ported, nor shall CLEC be prejudiced in any present or future proceedings from asserting said positions.

4.0 Pricing

4.1 Prices associated with queries will be as shown in SWBT's FCC No. 73 Access Services Tariff, Section 34.

**ATTACHMENT 15: E911**

**TERMS AND CONDITIONS FOR PROVIDING CONNECTION  
TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

This Attachment 15: E911 sets forth the terms and conditions under which SWBT will provide the connection between CLEC's local switch and E911 Universal Emergency Number Service.

**1.0 Definitions**

As used herein and for the purposes of this Attachment the following terms will have the meanings set forth below:

- 1.1 **E911 Universal Emergency Number Service** (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
- 1.2 **E911 Universal Emergency Number Service Customer** - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency, police and fire service through the use of one telephone number, 911.
- 1.3 **Public Safety Answering Point (PSAP)** - An answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.4 **Centralized Automatic Message Accounting (CAMA) Trunk** - A trunk capable of transmitting Automatic Number Identification associated with E911 customer calls from a switch to the E911 Network.
- 1.5 **Automatic Number Identification (ANI)** - A feature that automatically forwards the telephone number of the calling party to the E911 Control Office from which it is switched to the PSAP and is displayed at an attendant position console.

- 1.6 **Automatic Location Identification (ALI)** - A feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.
- 1.7 **Selective Routing (SR)** - A feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
- 1.8 **Database Management System (DBMS)** - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features and database of E911 service.
- 1.9 **ALI Database** - A database which stores information associated with end user customers' telephone numbers.
- 2.0 **Responsibilities**
- 2.1 SWBT will provide and maintain equipment at the E911 Control Office and the DBMS as is necessary to perform the E911 services set forth herein. SWBT will also be responsible for the following:
  - 2.1.1 When requested by CLEC, transporting the E911 calls from the interconnection point with CLEC facilities connecting CLEC's switches to the Control Offices of the E911 System. The CLEC switches will be listed in the form attached hereto as Addendum I as the CLEC switches are deployed.
  - 2.1.2 Switching the E911 calls through the E911 Control Office to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 customer;
  - 2.1.3 Storing the names, addresses, and associated telephone numbers from CLEC's exchanges in the electronic data processing database for the E911 DBMS. (CLEC is responsible for downloading and updating this information);
  - 2.1.4 Transmission of the ANI and ALI information associated with CLEC's end users accessing E911 service to the PSAP for display at an attendant position console.
- 2.2 SWBT will provide and maintain sufficient dedicated E911 circuits, in accordance with the provisions of the E911 tariff and specifications of the E911 customer.
- 2.3 SWBT will provide CLEC with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to industry standards for E911 information sharing.

- 2.4 SWBT will provide CLEC with a file containing the Master Street Address Guide (MSAG) for the exchanges or communities specified in Addendum I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS" (dated November 1996), and as subsequently modified consistent with industry standards. SWBT will provide CLEC additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Addendum I. In addition, SWBT will provide CLEC with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document for each file downloaded by CLEC to SWBT's DBMS, so that CLEC may ensure the accuracy of the end user records.
- 2.5 At a reasonable time prior to establishment of E911 service, CLEC will download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 service and will promptly notify SWBT in writing of any changes to be made in such records. CLEC will adopt and comply with operating methods applicable to downloading and maintaining CLEC's end user records in SWBT's DBMS, as set forth in the document referenced in Section 2.4, above.
- 2.6 CLEC acknowledges that its end users in a single local calling scope may be served by different PSAPs. CLEC will be responsible for providing facilities to route calls from its end users to the proper E911 Control Office.
- 2.7 At a reasonable time prior to establishment of E911 service, CLEC will populate E911 databases using the NENA Version 2 record format, as adapted in the document referenced in Section 2.4 above.
- 2.8 During the period when interim number portability is utilized, SWBT and CLEC will coordinate their databases to provide for the display of ported numbers at the PSAP as part of the ALI screen display, subject to PSAP capability.
- 3.0 **Methods and Practices**
- 3.1 With respect to all matters covered by this Attachment, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT's tariffs, and the rules and regulations of the FCC and the Public Service Commission of Missouri that apply to the provision of E911 Service.
- 4.0 **Contingency**
- 4.1 The Parties agree that the E911 service is provided for the use of the E911 customer, and recognize the authority of the E911 customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and CLEC. The terms and conditions of this Attachment represent a negotiated plan for providing E911



service, for which CLEC must obtain documentation of the E911 customer's approval. CLEC will provide such documentation to SWBT prior to use of CLEC's E911 connection for actual emergency calls.

- 4.2 The Parties designate the following representatives who shall have the authority to execute additional Addenda I to this Attachment when necessary to accommodate expansion of CLEC's geographic area into the jurisdiction of additional PSAPs or to increase the number of CAMA trunks:

SWBT representative:

Account Manager  
4 Bell Plaza, 7<sup>th</sup> Flr  
311 S. Akard St.  
Dallas, TX 75202-5398

CLEC representative:

CLEC Contact  
CLEC  
Address  
City, State ZIP  
Telephone Number

- 4.2.1 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication will be deemed given when received.
- 4.3 The terms and conditions of this Attachment are subject to renegotiation in the event that the E911 customer orders changes to the E911 service that necessitate revision of this Attachment.
- 5.0 **Basis of Compensation**
- 5.1 Compensation to SWBT for provision of connection to E911 service provided hereunder will be based upon the charges set forth in Addendum II, Basis Of Compensation, and applied as specified in Addendum I.
- 5.2 For computation in Addendum II, during the initial year that SWBT provides CLEC connection to E911 service, the number of lines (business and consumer) as shown in Addendum I will be counted on January 1, April 1, July 1, and October 1 (or the first day of service, with proration of the first months charges) and the number will be used in computing compensation for the corresponding quarter. At the end of the first full year of

service, a new count of lines will be made and it will be used until the succeeding December 31. For each succeeding year, a new count of lines, as of the first day of January, will be used in the computation of compensation under this Attachment for that year. Each count of lines will be rounded to the nearest thousand for compensation purposes.

5.3 Charges will begin on the date connection to E911 service commences.

6.0 **Monthly Billing**

6.1 SWBT will render to CLEC monthly statements in advance, showing the amounts determined as provided in Section 5.0 above, and CLEC will make payment in full within thirty (30) days from the date of the bill.

7.0 **Indemnification**

7.1 Indemnification and limitation of liability provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

## Addendum I to Attachment 15: E911

LSP SERVING AREA DESCRIPTION AND E911 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP OCNP	LSP Switch	Switch Type	LSP NPA/NXX(s) included
E911 Coordinator			CLIN Code	
	LSP Telco ID/IR			
			Connect/Signal Digits <sup>(4)</sup>	Estimated # of EAAs
911 Database Manager	LSP Service Area Definition		1-1	
			ETST Code	# 911 Trunks Requested
Switch Site Contact			Default PSAP	Requested Service Date
SWBT E911 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E911 CONTROL OFFICE				
E911 CONTROL OFFICE CLIN Code		EXCHANGES FOR MSAG PULL <sup>(1)</sup>	PSAP INCLUDED	E911 CUSTOMER and AGENCY TYPE <sup>(2)</sup>
E911 Features Required				
# of 911 Trunks from LSP				
MSAG Update Interval	Monthly			
FOOTNOTES: (1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area. (2) n/a (3) Only areas within the listed exchanges and also within the jurisdiction of this PSAP are included. The remainder of the PSAP's jurisdiction is not included. (4) Refer to network interface specifications in Exhibit III.				
<b>TYPE OF AGENCY LEGEND</b> HRC = Home Rule City ECD = Emergency Communications District COG = Council of Governments or Regional Planning Commission GLC = General Law City Cnty = County with special provisions				
				Date Prepared

60000835

## ADDENDUM II BASIS OF COMPENSATION

This Addendum II is attached to and made a part of Attachment 15: E911.

- A. The following compensation amounts will be due SWBT for the provision of services under the above-mentioned Attachment for CLEC exchanges and the feature configurations shown in Addendum I.

<u>E911 Feature Configuration</u>	<u>Monthly Charge Per 1000 Access Lines</u>	<u>Nonrecurring Charge Per 1000 Access Lines</u>
Automatic Number Identification		
- SWBT PSAP	\$10.00	\$80.00
- non-SWBT PSAP	\$10.00	\$80.00
Combined Automatic Number Identification and Selective Routing		
- SWBT PSAP	\$51.60	\$85.00
- non-SWBT PSAP	\$51.60	\$85.00
Combined Automatic Number and Automatic Location Identification		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00
Combined Automatic Number, Automatic Location Identification, And Selective Routing		
- SWBT PSAP	\$83.60	\$85.00
- non-SWBT PSAP	\$83.60	\$85.00

- B. The following trunk charges will be paid to SWBT for each E911 control office to which CLEC connects.

<u>Trunk Charge Channel (Each)</u>	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
	\$85.00 per trunk	\$170.00 per trunk

**ATTACHMENT 16: NETWORK SECURITY AND LAW ENFORCEMENT**

This Attachment 16: Network Security and Law Enforcement to the Agreement sets forth terms and conditions concerning certain Network Security and Law Enforcement requirements.

**1.0 Protection of Service and Property**

- 1.1 The Parties will exercise due care to prevent harm or damage to their respective employees, agents or customers, or their property. The Parties' employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of their respective property and services. In recognition of its obligation under this attachment, SWBT agrees to take the following reasonable and prudent steps, including but not limited to:
- 1.2 Restricting access to CLEC equipment, support equipment, systems, tools and data, or spaces which contain or house CLEC equipment to the extent SWBT provides this protection to its own facilities. SWBT will provide access to CLEC employees and its agents based on CLEC providing a list of authorized personnel. If escorted, CLEC employees and authorized agents must present identification required by SWBT.
- 1.3 SWBT will follow mutually agreed upon notification procedures in the event it becomes necessary for a SWBT employee to enter into the exclusive CLEC collocated space.
- 1.4 Complying at all times with mutually agreed to CLEC security and safety procedures and requirements, including but not limited to sign in, identification, and escort requirements while in spaces which house or contain CLEC equipment or equipment enclosures.
- 1.5 Allowing CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures after such time as SWBT has turned over the collocation area to CLEC and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space.
- 1.6 Provide card access, coded locks or keyed locks providing security to the exclusive CLEC collocated space that is unique to that space.
- 1.7 Ensuring that the area which houses CLEC's equipment is adequately secured to prevent unauthorized entry to the same level as SWBT provides to itself.
- 1.8 Limiting the keys used in SWBT's keying systems for cages which contain or house CLEC equipment or equipment enclosures to its employees for required access only. Any access required other than emergency will be coordinated with CLEC to allow escort opportunity. SWBT will change locks at CLEC's request and expense where a security breach is known or suspected and the breach is not caused by SWBT.

- 1.9. Where CLEC requests these specifications and is amenable to funding said custom work, installing security studs in the hinge plates of doors having exposed hinges with removable pins if such leads to spaces which contain or house CLEC equipment or equipment enclosures.
- 1.10 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house CLEC equipment or equipment enclosures.
- 1.11 Providing prompt notification to designated CLEC personnel to indicate an actual or attempted security breach of which SWBT is aware.
- 1.12 CLEC and SWBT further agree to:
  - 1.12.1 Providing a mutually acceptable back-up and recovery plan to be used in the event of a security system failure or emergency.
  - 1.12.2 Installing Controls:
    - to disconnect a user for a pre-determined period of inactivity on authorized ports;
    - to protect customer proprietary information; and,
    - to databases to ensure both ongoing operational and update integrity.
  - 1.12.3 Logical Security
    - assuring that all approved system and modem access be secured through security servers. Access to or connection with a network element will be established through a secure network or security gateway.
    - agreeing to comply with AT&T Corporate Security Instruction 3.03 "Computer Security Requirements," March 1993, and AT&T Network Security Requirements 4.0, March 1996.
- 2.0 Revenue Protection
  - 2.1 SWBT will make available to CLEC to the extent that SWBT provides to itself or any LSP all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements. These features include, but are not limited to, screening codes and call blocking of international, and 900 numbers.
  - 2.2 SWBT will provide to CLEC the same procedures to detect and correct the accidental or malicious alteration of software underlying Network Elements or their subtending

operational support systems by unauthorized third parties in the same manner it does so for itself.

- 2.3 SWBT will make a reasonable effort to protect and correct against unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud.

**3.0 Law Enforcement Interface**

- 3.1 SWBT will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. SWBT will provide assistance twenty-four (24) hours per day for situations involving immediate threat to life or at the request of law enforcement officials. SWBT will provide a twenty-four (24) hour contact number to administer this process.

## **ATTACHMENT 17 : PERFORMANCE REMEDY PLAN**

This Attachment 17: Performance Remedy Plan sets forth the terms and conditions under which SWBT will report performance to CLEC and compare that performance to SWBT's own performance or benchmark criteria, whichever is applicable. This Attachment further provides for enforcement through liquidated damages and assessments.

SWBT agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1. SWBT will collect, analyze, and report performance data for these measures in accordance with SWBT's Performance Measurement Business Rules. Both the performance measures and the business rules are subject to modification in accordance with section 6.4 below regarding six month reviews. SWBT and CLEC further agree to use this two-tiered enforcement structure for performance measurements provided for in this Attachment. The Commission approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier 1 or Tier 2 categories, which are further identified as the High, Medium, and Low groups as those terms are used below.

- 1.1 SWBT will not levy a separate charge for provision of the data to CLEC called for under this Attachment. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to SWBT on or before the last day of the month for which data is sought, SWBT shall provide the data to CLEC on or before 20<sup>th</sup> day of the month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to SWBT after the last day of the month for which data is sought, SWBT shall provide the data to CLEC within 20 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 SWBT and CLEC agree to use a statistical test, namely the modified Z-test, for evaluating the difference between two means (SWBT and CLEC) or percentages, or the difference in the two proportions for purposes of this Attachment. SWBT agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the result for SWBT and the CLEC are compared. The modified Z-tests are applicable if the number of data points are greater than 30 for a given measurement. In cases where benchmarks are established, the determination of compliance is through the comparison of the measured performance delivered to the CLEC and the applicable benchmark. For testing compliance for measures for which the number of data points are 29 or less, the permutation tests as outlined below may be used.
- 3.0 SWBT and CLEC concur that, for purposes of this Attachment, performance for the CLEC on a particular measure will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or proportions) for the same measurement, at equivalent disaggregation, for both SWBT and CLEC are used to calculate a Z-test statistic



and the resulting value is no greater than the critical Z-value as reflected in the critical Z-statistic table shown below.

### Z-Test

SWBT agrees with the following formulae for determining parity using Z-Test:

For measurement results that are expressed as averages or means

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where  $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$

$M_{\text{ILEC}} = \text{ILEC average}$

$M_{\text{CLEC}} = \text{CLEC average}$

$\delta_{\text{DIFF}} = \text{SQRT} [ \delta^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}}) ]$

$\delta^2_{\text{ILEC}} = \text{Calculated variance for ILEC}$

$n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$

$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

For measurement results that are expressed as percentages or proportions that meet the following criteria:

$$n_{\text{ILEC}} * P_{\text{ILEC}} > 5$$

$$n_{\text{CLEC}} * P_{\text{CLEC}} > 5$$

$$n_{\text{ILEC}} * (1 - P_{\text{ILEC}}) > 5$$

$$n_{\text{CLEC}} * (1 - P_{\text{CLEC}}) > 5$$

#### Step 1

$$\rho = \frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

#### Step 2

$$\sigma_{P_{\text{ILEC}} - P_{\text{CLEC}}} = \text{SQRT} [ [\rho(1-\rho)]/n_{\text{ILEC}} + [\rho(1-\rho)]/n_{\text{CLEC}} ]$$

#### Step 3

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{P_{\text{ILEC}} - P_{\text{CLEC}}}$$

Where  $n$  = number of observations  
 $P$  = percentage or proportion

If the above conditions are not met, the Fisher's exact test (permutation test for percentages) will be used. The following calculation will be used:

Define  $N_C$  = CLEC sample  
 $N_S$  = SWBT sample  
 $F_C$  = CLEC failures  
 $F_S$  = SWBT failures  
 $U = N_C + N_S$   
 $F = F_C + F_S$

Calculate

$p$  = probability that the CLEC received the observed service or worse

$$P = \frac{\sum_{x=F_C}^{x=\min(F_C, N_C)} \binom{F}{x} \binom{U-F}{N_C-x}}{\binom{U}{N_C}}$$

The value of  $P$  can be converted to an equivalent critical value using the standard normal Z-tables or the appropriate t-table.

For Measurement results that are expressed as rates or ratio

$$Z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where  $\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$   
 $R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$   
 $R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$

$$R_{\text{pool}} = (\text{Num}_{\text{ILEC}} + \text{num}_{\text{CLEC}}) / (\text{denom}_{\text{ILEC}} + \text{denom}_{\text{CLEC}})$$

$$\delta_{\text{DIFF}} = \text{SQRT} [R_{\text{POOL}} (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}})]$$

#### 4.0 Qualifications to use Z-Test

The proposed Z- tests are applicable to reported measurements that contain 30 or more data points.

In calculating the difference between the performances the formula proposed above applies when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed ( i.e.,  $M_{\text{CLEC}} - M_{\text{ILEC}}$  ,  $P_{\text{CLEC}} - P_{\text{ILEC}}$  ,  $R_{\text{CLEC}} - R_{\text{ILEC}}$  ).

For measurements where the applicable performance criterion is a benchmark rather than parity performance compliance will be determined by setting the denominator of the Z-test formula as one in calculating the Z-statistic.

For measurements that are averages, where the performance delivered to a CLEC is compared to SWBT performance and for which the number of data points are 29 or less, SWBT agrees to application of the following alternatives for compliance.

##### 4.1 Alternative 1

For measurements that are expressed as averages, SWBT can utilize the Z-test as applicable for data sets of 30 or greater data points or the permutation test to provide evidence of parity. If SWBT uses the Z-test for data sets under 30, the CLEC can independently perform the permutation test to validate SWBT's results. SWBT will supply all data required to perform the permutation test, including the complete ILEC and CLEC data sets for the measure, to CLEC upon request. The results of the permutation test will control over the results of the Z-test analysis as applicable for data sets 30 or greater.

##### 4.2 Alternative 2

Permutation analysis which use standard computational routines will be applied to calculate the z-statistic, similar to the logic described below:

- 1) Choose a sufficiently large number T.
- 2) Pool and mix the CLEC and ILEC data sets.
- 3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set ( $n_{\text{CLEC}}$ ) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set or  $n_{\text{ILEC}}$ ).

- 4) Compute and store the Z-test score ( $Z_S$ ) for this sample.
- 5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- 6) Order the  $Z_S$  results computed and stored in step 4 from lowest to highest.
- 7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- 8) Repeat the steps 2 - 7 ten times and combine the results to determine  $P = (\text{Summation of ranks in each of the 10 runs divided by } 10T)$ .
- 9) Using a cumulative standard normal distribution table, find the value  $Z_A$  such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.
- 10) Compare  $Z_A$  with the desired critical value as determined from the critical Z-table. If  $Z_A$  is greater than the designated critical Z-value in the table, then the performance is noncompliant.

4.3 SWBT and CLEC will, upon PSC request, provide software and technical support as needed by Commission Staff for purposes of utilizing the permutation analysis. Any CLEC who opts into this Attachment 17 agrees to share in providing such support to Commission Staff.

## 5.0 Overview of Enforcement Structure

5.1 SWBT agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier 1 liquidated damages and Tier 2 assessments:

5.2 SWBT will pay liquidated damages to the CLEC according to the terms set forth in this Attachment.

5.3 Liquidated damages apply to Tier 1 measurements identified as High, Medium, or Low in Appendix 1.

5.4 Assessments are applicable to Tier 2 measures identified as High, Medium, or Low in Appendix 1 and are payable to the Missouri State Treasury.

5.5 SWBT will not be liable for the payment of either Tier 1 damages or Tier 2 assessments until the Commission approves an Interconnection Agreement between a CLEC and SWBT containing the terms of Attachment 17 of this Agreement. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Missouri.

**6.0 Procedural Safeguards and Exclusions**

- 6.1 SWBT agrees that the application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement, SWBT and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SWBT and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 SWBT's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SWBT and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SWBT's payment of Tier 1 "liquidated damages" or Tier 2 "assessments" as evidence that SWBT has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SWBT's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that SWBT's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by SWBT under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SWBT seeks to offset the payment against any other damages a CLEC might recover, whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SWBT has met or continues to meet the requirements of section 271 of the Act.
- 6.3 SWBT shall not be liable for both Tier 2 "assessments" and any other assessments or sanctions under Missouri Public Service Commission Law or the Commission's service quality rules relating to the same performance.
- 6.4 Every six months, CLEC may participate with SWBT, other CLECs, and Commission representatives to review the performance measures to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measure to High, Medium, Low, Diagnostic, Tier 1 or Tier 2. The criterion for reclassification of a measure shall be whether the actual volume of data points was lesser or greater than anticipated. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Performance measures for 911 may be examined at any six month review to determine

whether they should be reclassified. The first six-month period will begin when an interconnection agreement including this remedy plan is adopted by a CLEC and approved by the Commission. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and, if necessary, with respect to new measures and their appropriate classification, by arbitration. The current measurements and benchmarks will be in effect until modified hereunder or expiration of the interconnection agreement.

- 6.5 SWBT and CLEC acknowledge that no later than two years after SWBT or its affiliate receives Section 271 relief, the Commission's intention is to reduce the number of performance measures subject to damages and assessments by 50% to the extent there is a smaller number of measures that truly do capture all of the issues that are competition affecting and customer affecting.

- 6.6 CLEC and SWBT will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SWBT will allow CLEC to have an independent audit conducted, at CLEC's expense, of SWBT's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 days of consultation period or if any new problem is identified, SWBT shall reimburse a CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement. SWBT agrees to inform all CLECs of any problem identified during the audit initiated by any CLEC.

## 7.0 Exclusions Limited

- 7.1 SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement if, but only to the extent that, such noncompliance was the result of any of the following: a Force Majeure event; an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with SWBT or under the Act or Missouri law; or non-SWBT problems associated with third party systems or equipment, which could not have been avoided by SWBT in the exercise of reasonable diligence. Provided, however, the third party exclusion will not be raised more than three times within a calendar year. SWBT will not be excused from payment of liquidated damages or assessments on any other grounds, except by application of the procedural threshold provided for below. Any dispute regarding whether a SWBT performance failure is excused under this paragraph will be resolved with the Commission through a dispute resolution proceeding as outlined in the General Terms and Conditions of this Agreement or, if the parties agree, through commercial arbitration with the American Arbitration Association (AAA). SWBT will have the burden in any such proceeding to demonstrate that its noncompliance with the

performance measurement was excused on one of the grounds set forth in this paragraph. If a Force Majeure event or other excusing event recognized in the first sentence of this section 7.1 only suspends SWBT's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SWBT's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

- 7.2 In addition to the provisions set forth herein, SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure if the Commission finds such noncompliance was the result of an act or omission by a CLEC that is in bad faith, for example, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday, or unreasonably failing to timely provide forecasts to SWBT for services or facilities when such forecasts are required to reasonably provide such services or facilities.
- 7.3 CLEC agrees that a maximum annual cap of \$98 million will apply to the aggregate total of any Tier-1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other Missouri interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by SWBT pursuant to any Missouri interconnection agreement with a performance remedy plan. The annual cap will be determined by SWBT, based on the formula of 36% of Net Return as set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. In no event will the annual cap be greater than \$98 million per year, or less than \$76.3 million. Once the annual cap is established, a monthly cap will be determined by dividing the amount of the annual cap by twelve. CLEC further acknowledges that a maximum monthly cap of \$8.17 million ( $\$98 \text{ million} \div 12$ ) for Tier 1 liquidated damages will apply to all performance payments made by SWBT under all SWBT Missouri interconnection agreements. To the extent in any given month the monthly cap is not reached, the subsequent month's cap will be increased by an amount equal to the unpaid portion of the previous month's cap. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 Assessments under all SWBT Missouri interconnection agreements equals or exceeds the annual cap, but SWBT has paid less than that amount due to the monthly cap, SWBT shall be required to pay an amount equal to the annual cap. In such event, Tier-1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual cap, shall be paid as a Tier 2 Assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual cap, SWBT shall be obligated to pay ONLY the actual calculated amount of damages and assessments. The annual cap shall be calculated on the first day of the month following the annual anniversary of Commission approval of the Missouri 271 Agreement, using the most recent publicly available ARMIS data. For purposes of applying the cap, the relevant calendar year shall begin on the first day of the month following the month in which the Commission approved the Missouri 271 Agreement.

## **ATTACHMENT 13 – APPENDIX: VIRTUAL COLLOCATION**

The rates, rate elements, terms and conditions in this appendix are interim and will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates, terms and conditions in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent tariffed rates, terms and conditions for collocation. The use of these rates, rate elements, terms, and conditions on this interim basis is solely for purposes of accommodating the need to establish an interim approach. Upon the effective date of the Commission's order approving SWBT's permanent collocation tariff, the rates, rate elements, terms and conditions of the tariff shall control and govern all requests for virtual collocation under this Agreement.

### **1.0 GENERAL DESCRIPTION**

This Appendix provides for Virtual Collocation for the purpose of interconnecting to SWBT for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. §251 (c)(2), and for access to SWBT's Unbundled Network Elements ("UNEs") pursuant to 47 U.S.C. §251 (c)(3) of the FTA 96 when the virtually collocated telecommunications equipment (hereafter referred to as equipment) is provided by the Collocator.

Upon request from a collocator, SWBT will provide one of the following maintenance alternates for its virtual collocation offering:

1. In all of SWBT's premises SWBT will offer virtual collocation wherein SWBT maintains and repairs the virtually collocated equipment consistent with the rates, terms and conditions as provided for in Paragraphs 1.1 through 13.4 of this appendix section.
2. In CEVs, huts and cabinets where physical collocation space is not available, a Collocator may opt for virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment as described in Paragraph 14.0 following and consistent with the rates, terms and conditions as provided for throughout this entire appendix section. SWBT may at its option, elect to offer this maintenance alternative in one or more of its central offices, and in one or more of its CEVs, huts and cabinets where physical collocation space is available. As described in Paragraph 14.0, this maintenance alternative is contingent on the provision of a security escort paid for by the Collocator. In the event the FCC determines that SWBT may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Paragraph 1.1 2. and in Paragraph 14.0 is null and void and all virtual collocation will be maintained as described in Paragraph 1. above.

Virtual Collocation in the Central Office is available for interconnection with SWBT for the transmission and routing of telephone exchange service and exchange access as well

00000848



as SWBT-provided UNEs. Virtual Collocation in CEVs, Huts and Cabinets is available for interconnection with SWBT-provided UNEs.

Rates for the individual UNEs the Collocator wants to gain access to for virtual collocation purposes can be found in the individual Collocator's Interconnection Agreement with SWBT.

Unless otherwise specifically provided for in this appendix section, the provisions and rates of Section 25 FCC 73 Virtual Tariff will apply. SWBT will exercise physical control over any equipment deployed for the purposes of Virtual Collocation.

A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SWBT within SWBT's Central Offices is contained in 13.1. (Rate Elements for SWBT Central Offices). A description of the rate categories applicable to Virtual Collocation for the purpose of interconnecting to SWBT within SWBT's CEVs, Huts and Cabinets is contained in 13.2 (Rate Elements for SWBT CEVs, Huts and Cabinets).

**1.1 Virtual Collocation for Interconnection to SWBT for the Transmission and Routing of Telephone Exchange Service and Exchange Access, and for Interconnection with SWBT-Provided UNEs when the Equipment is Provided by the Collocator.**

Virtual Collocation provides for interconnection between SWBT and the facilities of a virtual Collocator and is available for the transmission and routing of telephone exchange service and exchange access in SWBT Central Offices and for interconnection with SWBT-provided UNEs in SWBT Central Offices and CEVs, Huts and Cabinets.

Virtual Collocation is available at SWBT wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 and in SWBT CEVs, Huts and Cabinets. Upon request, SWBT will provide a listing of locations of SWBT CEVs, Huts or Cabinets.

The rate elements provided in this appendix section are required when Collocators use virtual collocation equipment to access UNEs. Such access is provided through cross connects purchased from the Collocator/SWBT Interconnection Agreement. Unbundled network elements including associated cross connects are obtained from the Interconnection Agreement between the Collocator and SWBT. Cross connects associated with UNEs establish the circuit between the virtually collocated equipment and these cross connects are the point at which services provided and purchased from the SWBT/Collocator Interconnection Agreement begin. Virtually collocated equipment is available as follows:

- A. A Collocator shall purchase from the vendor the equipment to be virtually collocated subject to the provisions as set forth in 1.1 (B) below and the equipment conforming to industry safety standards as described in SWBT's Technical Publication.
- B. The Collocator may locate all equipment used and useful for interconnection to SWBT under 47.U.S.C. 251 (C) (2) and accessing SWBT's unbundled network elements under

47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. SWBT will permit the collocation of equipment such as DSLAMs, routers, ATM multiplexers, and remote switching modules in SWBT Eligible Structures. SWBT may not place any limitations on the ability of collocators to use all the features, functions, and capabilities of collocated equipment, including but not limited to, switching and routing features and functions. The collocator will certify in writing to SWBT that the equipment is used and useful for interconnection or access to unbundled network elements. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements, SWBT shall notify the Collocator and provide Collocator with ten (10) days to respond. In the event that the parties do not resolve the dispute, SWBT may file a complaint at the Commission seeking a formal determination that the equipment cannot be collocated in a SWBT Eligible Structure. While the dispute is pending, SWBT will not prevent or otherwise delay installation of the disputed equipment in the Collocation space.

Regarding safety, Collocator equipment or operating practices representing a significant demonstrable technical or physical threat to SWBT's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited. Regarding safety, and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the virtual collocation space shall not create hazards for or cause damage to those facilities, the virtual collocation space, or the Eligible Structure in which the virtual collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the virtual collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this agreement.

SWBT requires that all equipment to be collocated in SWBT's Eligible Structures meet Level 1 safety requirements as set forth in Bellcore Network Equipment - Building Systems (NEBS), but SWBT may not impose safety requirements on the Collocators that are more stringent than the safety requirements it imposes on its own equipment. SWBT may not deny collocation of Collocator's equipment because the equipment fails to meet Bellcore NEBS reliability standards. SWBT will publish, at least quarterly, a list of all network equipment installed within the network areas of its facilities within the previous twelve (12) months that fails to meet the Level 1 Safety requirements of Bellcore NEBS, and update the list as needed to keep it current. In the event that SWBT believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements or determines that the Collocator's equipment does not meet Bellcore NEBS Level 1 Safety requirements, the Collocator will be given ten (10) business days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, SWBT or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If it is determined that the Collocator's equipment is not Bellcore NEBS Level 1 Safety compliant, the Collocator will be responsible for removal of the equipment and all resulting damages.

- C. A Collocator may arrange for a mutually agreed upon vendor/contractor to engineer and install the virtually collocated equipment the Collocator purchases and the Collocator

00000850

may pay the vendor/contractor directly. The installation contractor and their activity will be under the direction and control of Collocator who will ensure that the installation contractor meets all standards and requirements for installation of equipment, as required under this Agreement. If SWBT chooses to have its personnel present when the CLEC equipment is installed, then SWBT's presence will be at its own expense. However, if SWBT demonstrates that the CLEC contractor has or would have violated any standard or requirement for installation of equipment, as required under this agreement, the CLEC is responsible for the quantifiable expense incurred by SWBT.

## **1.2 Federal Telecommunications Act of 1996**

SWBT provides virtual collocation for interconnection to SWBT for the transmission and routing of telephone exchange service and exchange access pursuant to 47 U.S.C. §251(c)(2), and for access to SWBT's unbundled network elements pursuant to 47 U.S.C. §251(c)(3).

The use of virtual collocation for (1) interconnection to SWBT or (2) access to SWBT's unbundled network elements, in either case pursuant to 47 U.S.C. §251(c), is available at SWBT wire centers as specified in the National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4, and in SWBT CEVs, Huts and Cabinets.

## **2.0 PROVISIONING**

Virtual collocation for Interconnection to SWBT or access to SWBT-provided UNEs is ordered as set forth in SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri. SWBT will designate the location or locations within its wire centers, CEVs, Huts and Cabinets for the placement of all equipment and facilities associated with virtual collocation. Virtual collocation does not involve the reservation of segregated central office or CEV, Hut and Cabinet space for the use of Collocators.

Virtual Collocation is available for the direct connection of one Collocator-provided facility to a different interconnected provided facility within the same SWBT wire center, CEV, Hut or Cabinet provided the Collocator is interconnected with SWBT's network.

SWBT will provide Virtual Collocation for comparable equipment as it provides to itself in the central office, wire center, CEV, Hut or Cabinet, as the case may be.

## **3.0 COLLOCATOR RESPONSIBILITIES**

The customer will provide, under this section of the agreement, at its expense, all facilities and equipment required to facilitate interconnection and access to SWBT UNEs. The customer will, at its expense, provide the following:

- All plug-ins and/or circuit packs (working, spare, and replacements),
- All unique tools and test equipment,
- Any ancillary equipment and cabling used for remote monitoring and control,

- Any technical publications and updates associated with all Collocator-owned and provided equipment,
- All training as described in Section 13.1(P),

The Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Collocator for placement in/on SWBT property. Suitable replacements are to be immediately provided to SWBT to restore equipment.

The Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to the SWBT central office using the equipment spare within five (5) days of notification that a spare was used or tested defective.

#### **4.0 COOPERATIVE RESPONSIBILITIES**

SWBT will work cooperatively with the Collocator to develop implementation plans including timelines associated with:

- Placement of Collocator's fiber into the central office vault,
- Location and completion of all splicing,
- Completion of installation of equipment and facilities,
- Removal of above facilities and equipment,
- To the extent known, the Collocator can provide forecasted information to SWBT on anticipated additional Virtual Collocation requirements,
- To the extent known, the Collocator is encouraged to provide SWBT with a listing of the equipment types that they plan to virtually collocate in SWBT central offices or CEVs, Huts and Cabinets. This cooperative effort will insure that SWBT personnel are properly trained on Collocator equipment.

#### **5.0 INTERVALS AND PROVISIONING**

##### **5.1 Quote Intervals**

Upon receipt of the Collocator's application and initial application fee payment, SWBT will begin development of the quotation. SWBT will notify the Collocator as to whether its request for a virtual collocation arrangement has been granted or denied due to a lack of interconnection facilities or space within ten (10) days of submission of the completed application.

00000852

In responding to an application request, SWBT shall provide the quotation of the applicable nonrecurring and recurring rates, and the estimated construction interval no later than as specified below. The Collocator has forty-five (45) business days from receipt of the quotation to accept the quotation. The quotation expires after forty-five (45) business days. After forty-five (45) business days, a new application and application fee are required.

Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of virtual collocation interconnection:

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
1- 5	10 Business Days
6-20	25 Business Days

Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

## 5.2 Quote Intervals (Continued)

A Collocator may obtain a shorter interval for the return of price quotes for virtual collocation arrangements when submitting 6 or more applications if the Collocator files complete applications, including identification of specific rate elements and the applicable rates contained in this agreement, the exact quantity of the rate elements, and an up-front payment of the nonrecurring application fee from, paragraph 13.1 of this Agreement and schedules a meeting with SWBT at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the Collocator applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the Collocator's point of termination. The shortened intervals are:

<u>Number of Applications by One Collocator</u>	<u>Quotation Interval</u>
1- 5	10 Business Days
6-21	20 Business Days

Should the Collocator submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

00000853

Once SWBT has completed its review of the virtual collocation application form inquiry, the entire completed quote package will be forwarded to the potential interconnector in writing with a cover letter. The interconnector has 45 days to remit a signed confirmation form along with a check for 50% of all the applicable nonrecurring charges.

If the interconnector fails to respond within the 45-day interval, should the interconnector decide at a later time to proceed with virtual collocation, a new application and Application/Project Management fee will be required.

### 5.3 Implementation intervals

A virtual collocation arrangement is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, SWBT will allow the Collocator's vendor to begin equipment installation no later than 90 days from acceptance of the quotation. The virtual collocation interval ends when roughed in, untermiated DC power and interconnection cabling is provided to the virtual collocation area.

The construction intervals for virtual collocation arrangements are noted in Table 2-1. For Virtual Collocation in Active Collocation Space where the Collocator is requesting maximum DC Power of 50 amps, either in a single or in multiple feeds of 50 amps (maximum 50 amps per feed), the Virtual Collocation construction intervals remain as stated below. For Virtual Collocation in Active Collocation Space where a Collocator is requesting DC Power that exceeds 50 amps from a single source (e.g., 100 amps) per feed, the construction interval is 90 days. These same construction intervals apply for virtual collocation in Eligible Structures such as CEVs (Vaults), Huts and Cabinets.

When the quotation is accepted, unless otherwise mutually agreed to by the Parties in writing, the construction intervals for virtual are as follows:

Type	Description	Interval	Exception
Virtual	Active collocation space	70 days	With SWBT installation of bays/racks
Virtual	Active collocation space	55 days	With CLEC installation of bays/racks

Table 2-1

Virtual collocation space is not reserved until the quotation is accepted. When the quotation is accepted unless otherwise mutually agreed to by the Parties in writing, SWBT will complete construction of Active Collocation Space requests for virtual collocation in 55 days from the receipt of the Collocator's acceptance of the quotation where power is available and the Collocator is installing all of its own bays. The virtual collocation construction interval ends when roughed in, untermiated DC power and interconnection cabling is provided to the collocation area. SWBT will complete construction of Active Collocation Space requests for virtual collocation in 70 days from the receipt of the Collocator's acceptance of the quotation where SWBT will be installing all or some of the bays. SWBT considers power to be available if sufficient power plant

00000857

capacity exists, the BDFB (if used) is within 100 feet of the Collocator's space and sufficient termination capacity on the power plant and/or BDFB exists.

If a completion date outside the time period required herein is not agreed to by the parties, the issue may be presented by either party to the Missouri Public Service Commission for determination.

### **5.3 Installation of Virtual Collocation Equipment**

SWBT does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.

SWBT will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between collocation equipment.

In this arrangement, telecommunications equipment (hereafter referred to as equipment) is furnished by the CLEC and engineered and installed by a mutually agreed upon vendor for the Collocator. The Collocator will have the authority to select installation vendors. All installations of equipment will be in accordance with the Collocator-provided installation design and must comply with manufacturer's specifications and applicable published national standards approved by the FCC, and other governmental authorities that have jurisdiction.

The Collocator and SWBT must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, SWBT will cooperatively test the collocated equipment and facilities with the Collocator.

### **5.4 Revisions**

All Revisions to an initial request for a virtual collocation arrangement submitted by the Collocator must be in writing via a new application form.

Major Revisions:

Major revisions include:

- adding telecommunications equipment that requires additional electrical power
- accelerating the project schedule
- adding additional Collocator bays or equipment that impact the existing/proposed floor-space area provided to the Collocator in their quote package.

If the revision is major, a new interval for the virtual collocation arrangement will be established which shall not exceed two months.

Minor Revisions

00000855

Minor revisions include:

- adding bays of equipment that do not significantly impact the existing/proposed electrical systems
- adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system
- adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system

However, minor revisions will not require that a new interval be established. No additional application fees shall be applicable if the revision is minor.

This list is not all-inclusive. Any revisions to the Collocators application not specified above must be reviewed by SWBT to determine whether the revision is major or minor.

## **5.5 Augments**

In order to request an augment, the Collocator must submit a Virtual Collocation Application Form to SWBT Collocation Service Center (CSC) indicating in Section 3 of the application that this is an "Augmentation to an Existing Arrangement." The price quote will contain the charges and the construction interval for that application.

SWBT will work cooperatively with Collocators to negotiate mutually agreeable implementation intervals for augments.

## **6.0 EQUIPMENT PROVISIONING**

The Collocator will arrange to deliver to the SWBT central office where the equipment is located a reasonable number, as recommended by the manufacturer, of all appropriate plug-ins, circuit packs and cards and any other equipment, plus all necessary circuit design and provisioning information on an agreed-upon date which is no later than two (2) business days prior to the scheduled turn-up of the Collocator's equipment.

For the disconnection of circuits, the Collocator will provide all circuit information no later than two (2) business days prior to the scheduled disconnection of the Collocator's circuit.

SWBT does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's circuits.

## **7.0 REPAIR OF EQUIPMENT**

Except in emergency situations, the Collocator-owned fiber optic facilities and central office terminating equipment will be repaired only upon the request of the customer. In an emergency, SWBT may perform necessary repairs without prior notification. The labor rates specified in Section 13.3(Q) that apply to SWBT central offices and Section 13.4(F) that apply to SWBT CEVs, Huts and Cabinets are applicable for all repairs performed by SWBT on the Collocator's facilities and equipment.

02000056



When initiating repair requests on Collocator owned equipment, the Collocator must provide SWBT with the location and identification of the equipment and a detailed description of the trouble.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SWBT will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.

## **8.0 MAINTENANCE OF EQUIPMENT**

The Collocator will request any and all maintenance by SWBT on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide SWBT with the location and identification of the equipment and a detailed description of the maintenance requested.

Upon notification by the Collocator and availability of spare parts as provided by the Collocator, SWBT will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.

## **9.0 ALARM COLLECTION**

The Collocator has the ability to purchase its own remote monitoring and alarming equipment. If the Collocator prefers SWBT to perform this function, it may elect to provision this arrangement under Section 25.5.1(A) of the FCC 73 Access Service Tariff. If the Collocator purchases this equipment, it must be identical to equipment specified in Section 25.5.1 of the FCC 73 Access Service Tariff.

Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, SWBT will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator.

## **10.0 TERMINATION OF VIRTUAL COLLOCATION**

Upon termination of the Virtual Collocation arrangement, the Collocator will work cooperatively with SWBT to remove the Collocator's equipment and facilities from SWBT property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the central office. SWBT is not responsible for and will not guarantee the condition of such equipment. The Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping. Arrangements for and the removal of the Collocator virtually collocated equipment must be made within 30 business days after termination of the virtual collocation arrangement, unless a different time period is mutually agreed upon. SWBT shall be responsible for exercising reasonable caution when removing virtually collocated equipment. SWBT will only be responsible for damage done to such equipment caused by gross negligence on the part of SWBT or its contractors during the removal process. However, Collocators will indemnify and hold SWBT harmless for any damage done to virtually collocated equipment if SWBT permits the Collocator to hire a

SWBT approved contractor to remove virtually collocated equipment. Any equipment not removed in this time frame may be removed by SWBT and stored in a non-SWBT location, at the expense of the Collocator.

Upon termination of the Virtual Collocation, the Collocator must remove the fiber entrance cable used for the Virtual Collocation. If the entrance cable is not scheduled for removal within seven (7) days, SWBT may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. SWBT and the Collocator will cooperatively manage the removal process. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when SWBT instructs the Collocator that such removal can be accomplished without damaging or endangering other cables contained in a common duct or other equipment residing in the central office.

## **11.0 REVISIONS**

Any revision to SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri, or its Technical Publication TP 76300MP, shall become effective and thereafter applicable under this agreement forty five (45) business days after such revision is released by SWBT except for those particular revisions to which the Collocator specifically objects within thirty (30) business days of receipt, providing an explanation for each objection. Upon each such objections, SWBT and the Collocator shall attempt to negotiate a resolution, either party may request resolution by the Missouri Public Service Commission. Any revision made to address potentially harmful situations shall become effective and applicable immediately, pending resolution of the objections by the Missouri Public Service Commission.

## **12.0 DISPUTE RESOLUTION PROCESS FOR REVISIONS OR IMPLEMENTATION OF TECHNICAL PUBLICATIONS**

Disputes that cannot be resolved by the parties regarding revisions to or implementation of SWBT technical publications that apply to virtual collocation arrangements will be resolved by use of (1) mediation, (2) any dispute resolution process promulgated by the Commission, or (3) any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.

## **13.0 RATE REGULATIONS**

This section contains specific regulations governing the rates and charges that apply to Virtual Collocation for the purpose of interconnecting to SWBT and for Access to SWBT provided UNEs when the Collocator provides the equipment.

The interim rates and rate elements listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates and rate elements in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, rate elements, terms and conditions for Virtual Collocation. The interim rates and rate elements set forth

below are subject to true up to the permanent Virtual Collocation rates and rate elements established by the Missouri Public Service Commission in Case No. TT-2001-298 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent Virtual Collocation rates and rate elements. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Virtual Collocation rates and rate elements, but shall not include any period prior to the effective date of this agreement with CLEC.

There are two types of rates and charges that apply to the various rate elements for Virtual Collocation for interconnecting to SWBT and for Access to SWBT provided UNEs. These are non-recurring charges and monthly recurring rates.

Rates and charges specific to Virtual Collocation for interconnection with SWBT for the transmission and routing of telephone exchange service and exchange access, and for access to SWBT provided UNEs in SWBT Central Offices are set forth in 13.3 (Rates and Charges for SWBT Central Offices). Rates and charges specific to Virtual Collocation for access to SWBT provided UNEs in SWBT CEVs, Huts and Cabinets are set forth in 13.4 (Rates and Charges for SWBT CEVs, Huts and Cabinets).

### **13.1 Rate Elements for SWBT Central Offices**

Consistent with provisions in Section 1.1, the following provides a list of the specific rate elements for virtual collocation for interconnection with SWBT for the transmission and routing of telephone exchange service and exchange access, and for access to SWBT provided UNEs to be used in conjunction with virtual collocation in SWBT Central Offices. Charges applicable to virtual collocation other than those listed below are listed in Section 25 of the FCC 73 Access Service Tariff (Expanded Interconnection).

#### **A. Planning**

##### **1. Application Fee**

The application fee recovers SWBT costs incurred to estimate the quotation of charges for the Collocator's request for a virtual collocation arrangement. The application fee also provides for SWBT personnel to survey each requested location for availability of space for the placement of entrance cables as well as to determine floor space to physically place Collocator-designated equipment expressed as a non-recurring charge. The application fee is applied on an initial and subsequent basis. The initial charge will apply to the Collocator's request for a virtual collocation arrangement or the addition of cable. The subsequent charge will apply to any additional interconnection arrangements, as defined in Sections 13.1 (G)-(M) connected to existing virtual collocated equipment. Charges for this sub-element are specified in 13.3(A)(1).

## 2. Project Management Fee

Upon acceptance of the SWBT estimate by the Collocator, this sub-element provides for project management costs incurred by SWBT expressed as a non-recurring charge. These include SWBT engineering which is the detail engineering changes for SWBT engineers to prepare the Central Office for Virtual Collocation. The subsequent charge will apply to any additional interconnection arrangements, as defined in Sections 13.1 (G)-(M) connected to existing virtual collocated equipment. Charges for this sub-element are specified in 13.3(A)(2).

### B. Floor Space

This sub-element provides for the "occupancy" cost per bay framework associated with using the floor space in SWBT central offices expressed as a monthly rate. Charges for this sub-element are specified in 13.3(B). In those cases where an individual relay rack and its associated floor space are shared by SWBT and the Collocators or among Collocators, the floor space and relay racks will be apportioned on a quarter rack basis.

### C. Relay Rack

This sub-element provides the "occupancy" cost per rack associated with using relay rack space in SWBT's central offices expressed as a monthly rate. Charges for this sub-element are specified in 13.3(C). In those cases where an individual relay rack and its associated floor space are shared by SWBT and the Collocators or among Collocators, the floor space and relay racks will be apportioned on a quarter rack basis.

### D. Entrance Fiber

This sub-element provides for SWBT pulling and splicing fiber cable between the manhole and cable vault, and the subsequent routing of fiber riser cable between the cable vault and FDF. (Note: Virtually Collocated Equipment may also be connected to dedicated transport facilities provided as Unbundled Network Elements in lieu the entrance fiber. When Virtually Collocated Equipment is connected to dedicated transport facilities in lieu of the entrance fiber, the terms, conditions and charges for such dedicated transport facilities are pursuant to the Collocator/SWBT Interconnection Agreement. No recurring or non-recurring charges for dedicated transport facilities provided as used are applicable pursuant to this Agreement).

This rate element is composed of the following sub-elements:

#### 1. Cable Vault Splice

This rate element provides for the splicing of the Collocator-provided fiber optic cable into a riser tail in SWBT's wire center cable vault. This rate element is expressed as a non-recurring charge and is specified in 13.3(D)(1).

## 2. Entrance Fiber Cable

This sub-element provides for SWBT-designated personnel to pull the Collocator-provided fiber optic cable into SWBT's wire center cable vault and includes any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault as well as the ongoing maintenance and administrative efforts required to operate the fiber optic cable as designated by the Collocator's request for Virtual Collocation. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(D)(2).

## 3. Splice Case

This sub-element provides for the splice case that covers and protects the fiber optic splices joining the Collocator-provided fiber optic cable to the riser tail fiber termination shelf assembly. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(D)(3).

## 4. Riser Tail

This sub-element provides for the riser tail fiber termination shelf assembly and its termination on a fiber distribution frame. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(D)(4).

## E. Power Arrangement

This sub-element is the cable, cable rack and a standard relay rack mounted fuse panel including support and fabrication material necessary to support the virtually collocated equipment expressed as a monthly rate. The standard relay rack mounted fuse panel consists of a panel equivalent to a Telect model 009-0014-1001. This panel is configured at negative 48 volts, is dual feed rated at 50 AMPS per feed, and has 10 GMT fuses per load. If required, more than one power panel may be provisioned on a single relay rack. In the event that a Collocator requires a power arrangement that exceeds 50 AMPS from a single source, SWBT will cooperatively work with the Collocator using comparable rate elements as the basis for such arrangements. Cable sizing is based on list 2 design loads. Charges for this sub-element are specified in 13.3(E).

## F. Power Consumption

### 1. D.C. Power Per AMP

The DC power charge consists of use of the DC power system, with AC input and AC backup for up to a 50 AMP (redundant) feeder power circuit expressed as a monthly rate. Charges for this sub-element are specified in 13.3(F)(1).

2. D.C. Transmission Energy Charge

This sub-element provides for the monthly rate for AC Power Usage to provide redundant D.C. power to the virtually collocated equipment. Charges for this sub-element are specified in 13.3(F)(2).

3. Ground Cable Arrangement

The Ground Cable Arrangement is the cabling arrangement designed to provide grounding for equipment expressed as a combination of a non-recurring charge and a monthly rate. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Charges for this sub-element are specified in 13.3(F)(3).

G. Voice Grade Interconnection Arrangement

This sub-element provides for the cost associated with providing 100 voice grade pairs between the SWBT Distributing Frame and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(G).

H. DS-1 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing 28 DS-1 circuits between SWBT DCS functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(H). This includes the DS1-Port connecting to the virtual collocation arrangement.

I. DS-1 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing 28 DS-1 circuits between SWBT's DSX functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(I).

J. DS-3 Interconnection Arrangement to DCS

This sub-element provides for the cost associated with providing one DS-3 circuit between SWBT's DCS functionality purchased from the Collocators interconnection agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(J).

K. DS-3 Interconnection Arrangement to DSX

This sub-element provides for the cost associated with providing one DS-3 circuit between SWBT's DSX functionality purchased from the Collocators interconnection

agreement and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(K).

L. Fiber Interconnection Arrangement

This sub-element provides for the cost associated with providing 12 fibers between SWBT's FDF and the virtually collocated equipment expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.3(L).

M. Collocation to Collocation Connection

This rate element includes virtual to virtual and virtual to physical connection options.

1. Fiber Cable

This sub-element provides for direct cabling using fiber cable (12 fibers) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 13.3(M)(1).

2. Copper Cable (28 DS1s)

This sub-element provides for direct cabling using copper cable (28 DS1s) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 13.3(M)(2).

3. Coax Cable (1 DS3)

This sub-element provides for direct cabling using coaxial cable (1 DS3) between two collocation arrangements at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specified in 13.3(M)(3).

4. Cable Racking and Hole

This sub-element provides for cable rack space for copper and optical cabling between two collocation arrangements and the required terminations at each virtual collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a combination of a non-recurring charge and a monthly rate and these charges are specific in 13.3(M)(4).

N. Timing Source Arrangement

A single signal from the SWBT timing source to provide synchronization between a Collocator's single network element and SWBT's equipment expressed as a recurring and

non-recurring rate. Charges for this sub-element, if requested by the Collocator, are specified in 13.3(N).

O. Nondesignated Conversion Arrangement

This rate element provides the capability of converting an interconnection cross connect to the next level of capacity expressed as a combination of a non-recurring charge and a monthly rate. This rate element is provided only in the same central office as the interconnection cross connect. Three types of nondesignated conversion arrangements are available as described in (1) through (3) following. Charges for this sub-element are specified in 13.3(O). Should a Collocators interconnection agreement contain rates addressing this functionality (as a UNE or a portion of a UNE), the Collocators may opt for the rates contained in the interconnection agreement in lieu of the charges specified in 13.3(O).

1. DS3 to DS1

Provides an arrangement that converts a DS3 interconnection cross connect to 28 DS1 channels.

2. DS1 to Voice Grade

Provides an arrangement that converts a DS1 interconnection cross connect to 24 voice grade channels.

3. DS1 to DS0

Provides an arrangement that converts a DS1 interconnection cross connect to 23 64.0 kbps channels.

P. Training

SWBT is responsible for determining when training is necessary and how many SWBT employees require training to provide 24 hour a day, seven day a week coverage for the installation, maintenance and repair of Collocator's designated equipment not currently used in a wire center selected by the Collocator for virtual collocation. SWBT will be limited to request training for four (4) SWBT personnel per location, unless a different number is mutually agreed upon by SWBT and Collocator.

The Collocator may have SWBT arrange for the required training of SWBT personnel. The non-recurring charges applicable for training are listed in Section 13.3(P) (Rates and Charges).

If the Collocator does not have SWBT coordinate the required training, the Collocator may assume the responsibility for providing the training. It is then the responsibility of the Collocator to:

00000864



1. arrange and pay to the supplier all costs for training sessions, including course material, and
2. arrange and pay to each individual supplier all costs associated with lodging and other than local transportation, such as airfare, required for SWBT employee training.

SWBT will work cooperatively with the Collocator to schedule SWBT personnel training time required for the installation, maintenance and repair of the Collocator's designated equipment. The Collocator will be assessed two hours of the technician additional labor charge as specified in 25.5.7 FCC 73 Access Service Tariff (Rates and Charges) for SWBT personnel time required to coordinate training activities with the Collocator. The Collocator will be responsible for reimbursement of applicable SWBT contractual compensation obligations for time spent as a result of the necessary training. All other charges, if applicable, specified in 13.3(P)(Training) will be assessed to the Collocator.

**Q. Maintenance and Repair Labor Rates**

**1. Maintenance of Equipment**

This rate element is a labor rate charged by SWBT to the Collocator for ongoing maintenance of the Collocator's equipment. Any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/2 hour basis and are dependent upon day of week and time of day. For purposes of this Agreement, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. Non-recurring charges for this sub-element are specified in 13.3(Q).

**2. Repair of Equipment**

This rate element is a labor rate charged by SWBT to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/2 hour basis and are dependent upon day of week and time of day. For purposes of this Agreement, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday excluding holidays. Non-recurring charges for this sub-element are specified in 13.3(Q).

**13.2 Rate Elements for SWBT CEVs, Huts and Cabinets**

The following provides a list of the specific rate elements for virtual collocation for access to SWBT provided UNEs in SWBT CEVs, Huts and Cabinets. Charges applicable

to virtual collocation in these structures other than those specified below are listed in Section 25 of the FCC 73 Access Service Tariff.

A. Entrance Cable Fiber/Copper

This sub-element provides for the engineering of a point of appearance cable termination, preparation of work order drawings, postings of the work order and cable data in the appropriate databases for inventory and provisioning purposes, excavation to expose existing subsurface facilities, pulling the Collocator-provided cable into the eligible structure, routing, securing and preparing the end for splicing or termination. Charges for this sub-element are expressed as a non-recurring charge and can be found in 13.4(A).

B. Fiber Splice and Termination

This sub-element provides for joining and terminating the fiber conductors specified by the Collocator to provide an appearance on a fiber termination unit. Charges for this sub-element are expressed as a non-recurring charge and can be found in 13.4(B).

C. Copper Pair Splice and Termination

This sub-element provides for joining and terminating copper conductor pairs specified by the Collocator to provide an appearance on a copper termination unit. Charges for this sub-element are expressed as a non-recurring charge and can be found in 13.4(C).

D. Fiber Termination Unit

This sub-element provides the physical hardwired unit (4 to 24 fibers) which provides the Collocator's fiber cable its point of appearance within the structure. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.4(D).

E. Copper Termination Unit

This sub-element provides the physical hardwired unit (100 pair each) which provides the Collocator's copper cable its point of appearance within the structure. This element is expressed as a combination of a non-recurring charge and a monthly rate. Charges for this sub-element are specified in 13.4(E).

F. Maintenance and Repair Labor Rates

1. Maintenance of Equipment

This rate element is the labor rate charged by SWBT to the Collocator for ongoing maintenance of the Collocator's equipment. This ongoing maintenance is required to insure that the collocated equipment is kept in proper operating condition. It is envisioned that any maintenance requirements will be initiated by the Collocator. Labor rates are based upon a 1/2 hour basis. Non-recurring charges for this sub-element are specified in 13.4(F).

0000866

## 2. Repair of Equipment

This rate element is the labor rate charged by SWBT to the Collocator for repair of the Collocator's equipment. All repair will be at the direction of the Collocator.

Labor rates are based upon a charge for Network Operations Center (NOC) personnel to take the trouble report, create a trouble ticket, and dispatch a technician. Labor rates for actual repair of the trouble are based upon a 1/2 hour basis. Non-recurring charges for this sub-element are specified in 13.4(F).

## G. Interconnection Cross Connect

This rate element provides a cross connect for interconnecting a SWBT-provided service to an interconnection arrangement. The interconnection cross connects are for 2-wire and 4-wire Copper Terminations and Fiber Terminations. Charges for these sub-elements are specified in 13.4(G).

## H. Application Fee

The application fee provides for SWBT personnel to survey each requested CEV, Hut and Cabinet for availability of space for placement of copper or fiber cables as well as to determine space for any Collocator-designated equipment. This sub-element is expressed as a non-recurring charge and is specified in 13.4(H).

13.3	Rates and Charges	<u>USOCs</u>	<u>Rate Per Month</u>	<u>Nonrecurring Charge</u>
	Central Offices			
A.	Planning			
1.	Application Fee			
	- Initial		\$00.00	\$989.10
	- Subsequent		00.00	614.65
2.	Project Management Fee			
	- Initial		00.00	4,506.70
	- Subsequent		00.00	1,000.00
B.	Floor Space (Per Bay Framework)		\$17.71	00.00
C.	Relay Rack (Per Rack)		17.72	00.00

00000867

D.	Entrance Fiber		
1.	Cable Vault Splice (Per Fiber Spliced)	00.00	14.55
2.	Entrance Fiber Cable (Per Cable)	12.73	694.65
3.	Splice Case (Per Splice Case/12 fibers)	.80	173.72
4.	Riser Tail (Per 12 fibers)	9.07	1,596.15
E.	Power Arrangement	25.00	00.00
F.	Power Consumption		
1.	DC Power Per AMP	5.25	00.00
2.	DC Transmission Energy Charge (Per AMP)	2.03	00.00
3.	Ground Cable Arrangement (Per Foot)	.02	1.00
G.	Voice Grade Interconnection Arrangement (Per 100 Pairs)	7.58	1,235.67
H.	DS1 Interconnection Arrangement to DCS (Per 28 DS1s)	131.47	7,692.97
I.	DS1 Interconnection Arrangement to DSX (Per 28 DS1s)	\$10.79	\$1,834.44
J.	DS3 Interconnection Arrangement to DCS (Per DS3)	36.56	2,109.13
K.	DS3 Interconnection Arrangement to DSX (Per DS3)	10.23	830.92
L.	Fiber Interconnection Arrangement (12 Fiber Pairs)	8.73	569.00

## M. Collocation to Collocation Connection

## Virtual to Virtual

1.	Fiber Cable (12 Fibers)		
-	SWBT Provides Cable, Engineers and Installs	.60	442.00
-	Collocator Provides Cable, SWBT Engineers and Installs	00.00	310.00
-	Collocator Provides Cable and Installs, SWBT Engineers	00.00	140.00
2.	Copper Cable (28 DS1s)		
-	SWBT Provides Cable, Engineers and Installs	1.44	626.00
-	Collocator Provides Cable, SWBT Engineers and Installs	00.00	310.00
-	Collocator Provides Cable and Installs, SWBT Engineers	00.00	140.00
3.	Coax Cable (1 DS3)		
-	SWBT Provides Cable, Engineers and Installs	\$1.14	\$562.00
-	Collocator Provides Cable, SWBT Engineers and Installs	00.00	310.00
-	Collocator Provides Cable and Installs, SWBT Engineers	00.00	140.00

## Virtual to Physical

4.	Cable Racking and Hole		
-	For Optical, per cable	.25	None
-	DS1 or DS3, per cable	.20	None
-	Connection for DS1 (28 DS1s)	None	721.30
-	Connection for DS3 (1 DS3)	None	184.32
-	Connection for Optical (per cable)	None	1,155.59

N.	Timing Source Arrangement	4.70	215.00
----	---------------------------	------	--------

## O. Nondesignated Conversion Arrangement

1.	DS3 to DS1	481.13	
-	First		1,125.35
-	Additional		658.25

O.	Nondesignated Conversion Arrangement (cont.)		
2.	DS1 to Voice Grade	139.28	
-	First		220.50
-	Additional		132.75
3.	DS1 to DS0	139.28	
-	First		220.50
-	Additional		132.75
P.	Training		
1.	Training Course and Materials (Per Day Per Employee)	\$00.00	\$440.00
2.	Lodging (Per Day Per Employee)	00.00	117.80
3.	Intercity Transportation (Per Employee)	00.00	679.35
4.	Local Transportation (Per Odometer Mile Per Employee)	00.00	.50
5.	Per Diem (Per Employee)	00.00	44.00
6.	Airport Parking (Per Day, Per Employee)	00.00	7.00
Q.	Maintenance and Repair Rates		
1.	NOC Trouble Ticket, Each 1/4 hour	00.00	12.45
2.	Regular Hours-Manned Office		
-	Each 1/2 hour	00.00	24.90
-	Each Additional 1/2 hour	00.00	24.90
3.	After Hours Callout		
-	4 Hour Minimum	00.00	199.20
-	Each Additional 1/2 hour	00.00	24.90
4.	Non-Staffed Office Any Time		
-	4 Hour Minimum	00.00	199.20
-	Each Additional 1/2 hour	00.00	24.90

CEVs, Huts and Cabinets

A.	Entrance Cable Fiber/Copper (per cable)	\$00.00	\$690.00
B.	Fiber Splice Termination (per fiber)	00.00	14.55
C.	Copper Pair Splice/Termination (Per Copper Pair)	00.00	10.05
D.	Fiber Termination Unit (Per each 4 to 24 Fibers)	9.98	1,915.00
E.	Copper Termination Unit (Per each 1-100 pair)	2.56	492.00
F.	Maintenance and Repair Rates		
1.	NOC Trouble Ticket, - Each 1/4 hour	00.00	12.45
2.	Four Hour Minimum	00.00	199.20
3.	Each Additional 1/2 hour	00.00	24.90
G.	Interconnection Cross Connect (Per Cross Connect)		
1.	Copper 2-wire		
-	Initial	00.00	239.83
-	Additional	00.00	102.19
2.	Copper 4-wire		
-	Initial	00.00	240.84
-	Additional	00.00	103.21
3.	Fiber - Per Fiber		
-	Initial	.80	333.46
-	Additional	.80	159.54
H.	Application Fee	00.00	258.86

00000871

#### **14.0 ALTERNATIVE VIRTUAL COLLOCATION ARRANGEMENT DESCRIPTION**

Virtual collocation wherein the Collocator maintains and repairs the virtually collocated equipment.

For purposes of virtually collocating equipment, SWBT shall determine which eligible structures require access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment that requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages. The drawings, schematics, or other engineering documents shall denote the location of the requesting Collocator's equipment and cabling without disclosing identity of equipment and cabling belonging to SWBT and other Collocators. Provided that SWBT is not required to make this determination prior to an executed agreement to virtually collocate in an eligible structure.

After Collocator has been provided with written notification by SWBT that access to CEVs, Huts, or manholes containing concentrated cabling and other forms of equipment requires drawings, schematics, or other engineering documents that aide in the prevention of accidental network outages, Collocators may not enter an eligible structures without obtaining undated copies of drawings, schematics, or other engineering documents. Upon request, SWBT shall immediately make available to Collocators those drawings, schematics, or other engineering documents that identify the location of the requesting Collocator's equipment and cabling. In the event the requested documents are not immediately available, SWBT shall not prevent the Collocator from entering the eligible structure. If SWBT does not immediately make the requested documents available to a Collocator and the Collocator enters the eligible structure, SWBT shall deliver the requested documents to Collocator immediately upon locating same.

SWBT will provide a security escort with the Collocator paying the expense for the escort. In areas defined in SWBT's local exchange tariff as rate groups 6, 7 and 8, SWBT will provide the security escort within one (1) hour of notification by the Collocator. In areas defined in SWBT's local exchange tariff as rate groups 1, 2, 3, 4 and 5, SWBT will provide the security escort as soon as reasonably possible, or within the time frame agreed to by the parties, at the time of notice. In the event the FCC determines that SWBT may not require a security escort paid for by the Collocator, then this virtual collocation maintenance alternative as described in this Paragraph 14.0 and in Paragraph 1.1 2. is null and void, and all virtual collocation will be maintained by SWBT as described in Paragraph 1.1, 1.

Prior to entering an eligible structure that requires drawings, schematics, or other engineering documents, Collocators must provide SWBT with reasonable notice of the entry. Notice will be provided to SWBT's Local Operations Center, which will be available to receive notice 24 hours a day, 7 days a week. Collocators providing notice to SWBT's Local Operations Center must specify the title and date of all drawings, schematics, or other engineering documents that will be used while in the eligible structure.



The Collocator shall conduct background checks of the technicians who have access to the collocation space. Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SWBT security standards. Disciplinary procedures shall be established in accordance with Section 26.15.3 to ensure the safety and integrity of the Eligible Structure, including, e.g., procedures that require the responsible employee to be terminated for certain specified actions that damage or place the equipment of SWBT or other Collocators in jeopardy.

SWBT may use security devices, e.g., identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structure where collocation will take place.

The Commission will permit SWBT to recover the cost of such security devices from the Collocators in a reasonable manner. The Collocator shall provide indemnification and insurance to cover any damages caused by the Collocator's technicians at a level commensurate with the indemnification and insurance provided by SWBT equipment suppliers with equivalent access.

Provisioning of equipment required for virtual collocation, e.g., power arrangements and interconnection arrangements will be provided in accordance with this appendix and interconnection agreements.

## **15.0 OBLIGATIONS OF THE COLLOCATOR**

### **15.1 Indemnification of SWBT**

Except as otherwise provided and to the extent not contradicted herein, the indemnity provisions of the Interconnection Agreement between SWBT and the Collocator shall apply and are incorporated herein by this reference. However, in no event will the provisions in this section supersede or override the indemnification provisions contained in the interconnection agreement between SWBT and Collocator. Additionally, in the event of a conflict between indemnification provisions in the interconnection agreement, the provisions in the interconnection agreement will control.

Collocators shall indemnify and hold harmless SWBT the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorney's fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and any other employer obligations which may be asserted against SWBT where such liabilities arise in connection with Collocator's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of Collocator or a contractor or a representative of Collocator or an employee of any one of them, except to the extent such Liabilities arise

from the negligence or willful or intentional misconduct of SWBT or its employees. The provisions in this section are reciprocal and applicable also to SWBT.

SWBT shall make best efforts to promptly notify Collocator of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, Collocator shall, at no cost or expense to the Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and Collocator shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. Collocator shall also (a) keep SWBT and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford SWBT and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with Collocator in the defense or settlement of any such claim.

## **15.2 Insurance**

The Collocator agrees to maintain, at all times, the following minimum insurance coverages and limits and any additional insurance and/or bonds required by law:

- A. Workers' Compensation insurance with benefits afforded under the laws of the State of Missouri and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.
- B. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. SWBT will be named as an Additional Insured on the Commercial General Liability policy.
- C. If use of an automobile is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles.

SWBT requires that companies affording insurance coverage have a B+ VII or better rating, as rated in the A.M. Best Key rating Guide for Property and Casualty Insurance Companies.

A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. The insurance provisions and requirements are reciprocal to SWBT as well. If a certificate is not received, SWBT will notify the Collocator and the Collocator will have 5 business days to cure the deficiency. If the Collocator does not cure the deficiency within 5 business days, Collocator hereby authorizes SWBT, and SWBT may, but is not required to, obtain

00000874

insurance on behalf of the Collocator as specified herein. SWBT will invoice Collocator for the costs incurred to so acquire insurance.

The cancellation clause on the certificate of insurance will be amended to read as follows:

"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER."

The Collocator shall also require all contractors who may enter the Eligible Structure to maintain the same insurance requirements listed above.

Self-insurance in lieu of the insurance requirements listed preceding shall be permitted if the Collocator 1) has a tangible net worth of Fifty (50) Million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Paragraph. If the Collocator subsequently no longer satisfies this Paragraph, the coverage requirements described above shall immediately apply.

### **15.3 Conduct While in SWBT Eligible Structures**

Collocators and SWBT will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other SWBT property for certain specified actions that damage, or place the equipment, facilities, or the network or the personnel of the Collocators or SWBT in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocators or SWBT in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other SWBT property:

- a. Theft or destruction of SWBT's or Collocator's property;
- b. Use/sale or attempted use/sale of alcohol or illegal drugs on SWBT property;
- c. Threats or violent acts against other persons on SWBT property;
- d. Knowing violations of any local, state or federal law on SWBT property;
- e. Permitting unauthorized persons access to SWBT or Collocator's equipment on SWBT property; and
- f. Carrying a weapon on SWBT property.

In addition, Collocator and SWBT will take appropriate disciplinary steps as determined by each party to address any violations reported by SWBT or the Collocator of SWBT's policies and practices on security, safety, network reliability, and business conduct as defined in SWBT's Interconnector's Collocation Services Handbook for Virtual

Collocation in Missouri, provided the Handbook and any and all updates to it are timely provided to Collocator at no charge.

## **16.0 COOPERATIVE RESPONSIBILITIES**

### **16.1 Qualification of Collocators**

Collocator technicians will be security qualified by the Collocator and will be required to be knowledgeable of SWBT security standards. Collocator personnel and technicians will undergo the same level of security training, or its equivalent that SWBT's own employees and authorized contractors must undergo. SWBT will not, however, require Collocators to receive security training from SWBT, but will provide information to Collocators on the specific type of training required. Collocators can then provide their employees with their own security training. Qualification program and security training details shall be included in SWBT's Interconnector's Collocation Services Handbook for Virtual Collocation in Missouri.

## **17.0 RATE REGULATIONS**

The interim rates and rate elements listed below will be in effect only until the effective date of the Missouri Public Service Commission's order establishing permanent rates and rate elements in Case No. TT-2001-298 or another appropriate case established by the Missouri Public Service Commission to establish permanent rates, rate elements, terms and conditions for Virtual Collocation. The interim rates and rate elements set forth below are subject to true up to the permanent Virtual Collocation rates and rate elements established by the Missouri Public Service Commission in Case No. TT-2001-298 or another appropriate case. Any refund or additional charges due as a result of true up shall be paid within thirty days of the effective date of the Commission's order adopting permanent Virtual Collocation rates and rate elements. The time period subject to true up shall be limited to six months, retrospectively from the effective date of the Commission's final order adopting permanent Virtual Collocation rates and rate elements, but shall not include any period prior to the effective date of this agreement with CLEC.

The rate regulations, rate element descriptions and rates and charges included in 13.0 preceding apply to this virtual collocation alternative wherein the Collocator maintains and repairs the virtually collocated equipment. Additional rate elements and rates apply to this alternative as provided for below.

### **17.1 Rate Elements for SWBT Offices**

- A. This security escort charge consists of the charges for SWBT-provided security escorts for Collocator Vendor's access to their virtual collocation space in Staffed and Unstaffed Central Offices. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a ½ hour basis and are dependent upon day of week and time of day. For purposes of this agreement, normal week day is defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests outside of normal business hours or for unstaffed Central Offices which

are cancelled will be subject to the minimum four (4) hour call out charge. Non-recurring charges for this sub-element are specified in 17.3(A) following.

**B. Safety and Security**

This charge represents reasonable costs incurred by SWBT to secure its equipment contained within the used space of the Central Office. This charge is expressed as a recurring rate on a per square foot basis as specified in 17.3 (B) following and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating SWBT equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets and network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event SWBT elects to erect an interior security partition in a given Central Office to separate its equipment, the lesser of the costs of the partition or a security camera system for such Central Office shall be applicable. In no event shall a Collocator be required to pay for both an interior security partition to separate SWBT's equipment in a Central Office and a security camera system for such Central Office.

**17.2 Rate Elements for SWBT CEVs, Huts and Cabinets**

**A. Security Escorts**

The security escort charge consists of the charges for SWBT-provided security escorts for Collocator Vendor's access to their virtual collocation space in CEVs, Huts and Cabinets. Any escort requirements will be initiated by the Collocator. Labor rates are based upon a 1/2 hour basis. The billing period will start at the time the technician is contacted. This will allow for travel time to reach the agreed meet point. Access requests which are cancelled will be subject to the minimum four (4) hour call out charge. Rates and charges are as found in 17.4(A).

17.3	Rates and Charges	<u>USOCs</u>	<u>Rate per Month</u>	<u>Nonrecurring Charge</u>
	Central Offices			
	A. Security Escorts, per visit			
	1. Staffed Building			
	- Access during normal business hours			
	- Each 1/2 hour		\$00.00	\$24.90
	- Each additional 1/2 hour		00.00	24.90
	- Access outside normal business hours			
	- 4 hour minimum		00.00	199.20
	- Each additional 1/2 hour		00.00	24.90
	2. Unstaffed Building, Anytime			
	- 4 hour minimum		00.00	199.20
	- Each additional 1/2 hour		00.00	24.90
	B. Safety and Security (Per square foot)		00.00	00.00

#### 17.4 Rates and Charges

##### CEVs, Huts and Cabinets

A.	Security Escorts, per visit		
-	4 hour minimum	00.00	199.20
-	Each additional 1/2 hour	00.00	24.90

**APPENDIX POLES, CONDUITS, AND RIGHTS-OF-WAY****MASTER AGREEMENT FOR ACCESS  
TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**

This Appendix is made by and between Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company ("SWBT") and BBC Telephone Inc. ("CLEC"). As provided in this Appendix, SWBT will provide CLEC nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located in this state.

**ARTICLE 1: PARTIES**

1.01 Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company. Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company ("SWBT") is a Texas Limited Partnership. SWBT's principal office is located at 350 McCullough, San Antonio, Texas 78215.

1.02 BBC Telephone Inc. BBC Telephone Inc. ("CLEC") is a corporation chartered in the State of Kansas. CLEC maintains an office at 154 North Emporia, Wichita, Kansas 67202. CLEC is more fully described in EXHIBIT II ("Identification of CLEC").

**ARTICLE 2: PURPOSE OF APPENDIX**

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. The primary purpose of this Appendix is to set forth the basic rates, terms, conditions, and procedures under which CLEC shall have access to SWBT's poles, ducts, conduits, and rights-of-way. SWBT shall provide CLEC with nondiscriminatory access to poles, ducts, conduits, or rights-of-way owned solely or in part by it, or controlled by it, as the term "nondiscriminatory access" is defined in the Telecommunications Act of 1996. This Appendix is intended by the parties to implement, rather than abridge, their respective rights and remedies under federal and state law.

2.01 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Appendix shall be construed as precluding CLEC from having such additional access to SWBT's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between CLEC and SWBT relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Appendix does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

### ARTICLE 3: DEFINITIONS

3.01 Definitions In General. As used in this Appendix, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy stand which connects the anchor to the pole.

3.03 Appendix. When capitalized, the term "Appendix" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Appendix" includes all appendices, attachments, and addenda to this Appendix.

3.04 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term "assigned" refers to space that is occupied by, or has been designated for occupancy by, either party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Appendix, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Article 8 of this Appendix.

3.05 Authorized contractor. "Authorized contractors" are contractors selected by CLEC who may, subject to CLEC's direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SWBT or persons acting on SWBT's behalf. As used in this Appendix, the term "authorized contractor" does not refer to contractors performing routine installation, maintenance, or repair work on CLEC's behalf or other contractors who may be selected by CLEC to perform work on CLEC's behalf without SWBT's approval. More specifically, the term "authorized contractor" refers only to those contractors included on a list of contractors mutually approved by CLEC and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those sections of CLEC's ducts or facilities which connect to SWBT's conduit system as provided in Section 6.08(c); (b) installation of inner duct as provided in Section 10.02(b); (c) excavation work in connection with the removal of retired or inactive (dead) cables as provided in Section 10.02(c); or (d) make-ready work as provided in Sections 10.04 and 10.05. A person or entity approved as an authorized contractor is only an authorized contractor with respect to those tasks for which such person or entity has been approved by both parties and is an authorized



contractor only in those SWBT construction districts agreed to by both parties. Designation of an authorized contractor for a specific category of tasks shall not be deemed to be the designation of such person or entity as an authorized contractor for other purposes, nor shall approval of an authorized contractor by one SWBT construction district constitute approval of such authorized contractor for the area served by a different SWBT construction district; provided, however, that if a specific construction job extends beyond the boundaries of a single construction district, an authorized contractor shall, for the purposes of that job, be deemed to have been approved by all SWBT construction districts in which the work is to be performed.

3.06 Available. When used with respect to pole, duct, conduit, and right-of-way space, the term "available" refers to space that is not occupied or assigned. In conduit systems owned or controlled by SWBT, maintenance ducts shall not be considered "available" for assignment. All other unassigned ducts, inner ducts, sub-ducts, and partitioned conduits in a conduit system owned or controlled by SWBT shall be deemed available for assignment.

3.07 Cables. The term "cable" includes but is not limited to twisted-pair copper, coaxial, and fiber optic cables. Cables are transmissions media which may be attached to or placed in poles, ducts, conduits, and rights-of-way but are not themselves poles, ducts, conduits, or rights-of-way. Nothing contained in this Appendix shall be construed as a grant of access to cables attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way.

3.08 Conduit. The term "conduit" refers to all SWBT conduits subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, conduits are tubes or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and associated transmission equipment. Except as the context otherwise requires, the term "conduit" refers only to conduit owned or controlled by SWBT, including the re-enterable manholes and handholes used to connect ducts and provide access to the cables, wires, and facilities within the ducts. As used in this Appendix, the term "conduit" refers only to conduit structures (including ducts, manholes, and handholes) and space within those structures and does not include (a) cables and other telecommunications equipment located within conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from SWBT's conduit.

3.09 Conduit occupancy. The term "conduit occupancy" refers to the presence of wire, cable, optical conductors, or other within any part of SWBT's conduit system.

3.10 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. As used in this Appendix, the term "conduit system" refers only to conduit systems owned, or controlled by SWBT and does not include (a) cables and other telecommunications equipment located within

conduit structures or (b) central office vaults, controlled environment vaults, or other SWBT structures (such as huts and cabinets) which branch off from SWBT's conduit.

3.11 Construction District. The term "construction district" refers to the SWBT organization responsible for outside plant construction in a specified geographic area. The term "construction district" connotes responsibility for handling a function and not to the official name of the organization responsible for outside plant construction matters.

3.12 Cost/Cost-based. The terms "cost" and "costs" refer to costs determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. The term "cost-based" refers to rates, fees, and other charges which are based on costs and determined in a manner consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders.

3.13 Duct. The term "duct" refers to all SWBT ducts subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). In general, a duct is a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. Except as the context otherwise requires, the term "duct" refers only to ducts owned or controlled by SWBT and space within those ducts and does not include cables and other telecommunications equipment located within such ducts.

3.14 Exhibit. The capitalized term "EXHIBIT" refers to one of the following exhibits to this Appendix.

EXHIBIT I: Pole and Conduit Attachment Rates

EXHIBIT II: Identification of CLEC

EXHIBIT III: Administrative Forms and Notices

SW-9433: Pole Attachments

SW-9434: Access Application and Make-Ready Authorization Work

SW-9435: Conduit Occupancy

SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee

SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by CLEC

SW-9436C: Notification of Unauthorized Attachments by CLEC

EXHIBIT IV: Insurance Requirements

EXHIBIT V: Nondisclosure Agreement

EXHIBIT VII: Notices to SWBT

EXHIBIT VIII: Identification of Utility Liaison Supervisor (ULS)

3.15 Facilities. The terms “facility” and “facilities” refer to any property, equipment, or items owned or controlled by any person or entity.

3.16 FCC. The acronym “FCC” refers to the Federal Communications Commission.

3.17 First Interconnection Order. The term “First Interconnection Order” refers to the First Report and Order adopted by the FCC on September 1, 1996, and released on September 8, 1996, in CC Docket No. 96-98, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and CC Docket No. 95-185, In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers. Access to poles, ducts, conduits, and rights-of-way is addressed in the First Interconnection Order in Paragraphs 1119-1240.

3.18 Handhole. The term “handhole” refers to a structure similar in function to a manhole, but which is too small for personnel to enter. As used in this Appendix, the term “handhole” refers only to handholes which are part of SWBT’s conduit system and does not refer to handholes which provide access to buried cables not housed within SWBT ducts or conduits. As used in this Appendix, the term “handhole” refers only to handhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within handhole structures.

3.19 This Section Intentionally Left Blank

3.20 Interconnection agreement. The term “interconnection agreement” refers to the interconnection agreement, if any, to which this Appendix has been made an appendix, attachment, or exhibit, or, as the context may require, any other interconnection agreement between the parties.

3.21 Jacket. The term “jacket” refers to a single enclosed outer covering containing communications wires, fibers, or other communications media. As used in this Appendix, the term “jacket” refers to the outermost sheath or jacket of a cable.

3.22 Joint user. The term "joint user" refers to any person or entity which has entered or may enter into an agreement or arrangement with SWBT permitting it to attach its facilities to SWBT's poles or anchors or place its facilities in SWBT's conduit system.

3.23 License. The term "license" refers to a written instrument confirming that SWBT has afforded CLEC or another joint user access to specific space on or within a pole, duct, conduit, or right-of-way owned or controlled by SWBT in accordance with applicable federal and state laws and regulations. The term "license" includes licenses issued by SWBT pursuant to this Appendix and may, if the context requires, refer to licenses issued by SWBT prior to the date of this Appendix.

3.24 Local service provider ("LSP"). The terms "local service provider" and "LSP" refer to telecommunications carriers authorized by applicable federal and state laws and regulations to provide local exchange service. As used in this Appendix, these terms include SWBT.

3.25 Maintenance duct. The term "maintenance duct" generally refers to a full-sized duct (typically three inches in diameter or larger) which may be used by SWBT and joint users (including CLEC) on a short-term basis for maintenance, repair, or emergency restoration activities. Maintenance ducts will be available, on a nondiscriminatory basis, to all persons and entities (including SWBT, CLEC, other local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located for (a) short-term emergency repairs as provided in Article 15 of this Appendix and (b) short-term non-emergency maintenance or repair activities as provided in Articles 12 and 13 of this Appendix. No more than one full-sized duct within any given conduit system cross-section shall be designated by SWBT as the maintenance duct. In those locations where, on the effective date of this Appendix, there is not a full-sized duct available to be used as a maintenance duct, SWBT will designate an inner duct, if one is available, as the maintenance duct although such inner duct may be too small to accommodate some of the cables occupying the conduit section in which such inner duct is located. The term "maintenance duct" does not include ducts and conduits extending from a SWBT manhole to customer premises. Maintenance ducts shall not be considered "available" (as defined in Section 3.06) for assignment to SWBT, CLEC, or joint users for purposes other than short-term use as contemplated in this section; provided, however, that SWBT may assign the duct currently designated as a maintenance duct if another suitable full-sized duct will be made available to serve as a replacement maintenance duct and may assign an inner duct currently designated as a maintenance duct if another inner duct will be made available to serve as a replacement maintenance duct. Maintenance duct designations may change from time to time and may or may not be reflected in SWBT's outside plant records. When only one usable full-sized duct remains in a conduit section, that duct shall be deemed to be the maintenance duct.

3.26 Make-ready work. The term "make-ready work" refers to all work performed or to be performed to prepare SWBT's poles, ducts, conduits, and rights-of-way and related facilities for the requested occupancy or attachment of CLEC's facilities. Make-ready work does

not include the actual installation of CLEC's facilities. "Make-ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required to accommodate CLEC's facilities (as contrasted from work performed on SWBT's behalf in furtherance of SWBT's own business needs, or convenience). "Make-ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of SWBT's facilities (including, but not limited to, conduits, ducts, handholes and manholes), consolidating services into fewer cables, or the performance of other work required to make a pole, anchor, duct, conduit, manhole, handhole or right-of-way usable for the initial placement of CLEC's facilities.

3.27 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron, cast aluminum, steel, or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a structure similar in function to a manhole, but which is usually too small for personnel to enter. As used in this Appendix, the term "manhole" refers only to manhole structures owned or controlled by SWBT and does not include cables and other telecommunications equipment located within manhole structures.

3.28 Occupancy. The term "occupancy" refers to the physical presence of facilities on a pole, in a conduit or duct, or within a right-of-way.

3.29 Overlashing. The term "overlashing" refers to the practice of placing an additional cable or inner duct by lashing spinning wire over both existing cables and existing strands supporting those cables or inner ducts.

3.30 Person acting on CLEC's behalf. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by CLEC and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by CLEC to perform make-ready work shall be deemed to be a person acting on CLEC's behalf while performing such work at CLEC's request.

3.31 Person acting on SWBT's behalf. The terms "person acting on SWBT's behalf," "personnel performing work on SWBT's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on SWBT's behalf," "personnel performing work on SWBT's behalf," and similar terms specifically

include, but are not limited to, SWBT, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of SWBT and its respective officers, directors, employees, agents, and representatives. An authorized contractor selected by SWBT to perform make-ready work shall be deemed to be a person acting on SWBT's behalf while performing such work at SWBT's request.

3.32 Pole. The term "pole" refers to all SWBT poles subject to the Pole Attachment Act and the provisions of the Telecommunications Act of 1996 codified as 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii). Except as the context otherwise requires, the term "pole" refers only to utility poles and anchors which are either owned or controlled by SWBT and does not include cables and other telecommunications equipment attached to pole structures.

3.33 Pole Attachment. As defined in the Pole Attachment Act, 47 U.S.C. § 224(a)(4), the term "pole attachment" refers to "any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility." In this Appendix, except as the context otherwise requires, the term "pole attachment" refers to any attachment by a cable television system or provider of telecommunications service to a pole (and associated anchors) owned or controlled by SWBT. The term "pole attachment" includes all such facilities attached to or supported by a SWBT pole, including but not limited to cables, risers and U-guards, equipment boxes, drop wires, anchors, bolts, clamps, drive rings, guys, hooks, strands, and other hardware affixed to the pole. Groupings of associated pole attachments for billing purposes shall be consistent with the Pole Attachment Act and applicable rules, regulations, and commission orders. Except as otherwise authorized by applicable FCC rules, regulations, or orders, CLEC's pole attachments occupying the same usable space (or otherwise associated with facilities occupying the same usable space on a pole) shall be treated as a single attachment for billing purposes.

3.34 Pole Attachment Act. The term "Pole Attachment Act" refers to those provisions of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, now codified as 47 U.S.C. § 224, as those provisions may be amended from time to time.

3.35 Pre-license survey. The term "pre-license survey" refers to work and activities performed or to be performed by SWBT or by persons acting on SWBT's behalf for the primary purpose of:

- (a) confirming or determining the existing availability and capacity of a pole duct, conduit, or right-of-way and identifying capacity, safety, reliability, or engineering concerns, if any, relating to CLEC's application;
- (b) confirming or determining the extent, if any, to which modifications to SWBT's poles, ducts, conduits, or rights-of-way are required to accommodate CLEC's facilities;

- (c) confirming or determining what make-ready work, if any, will be required to prepare SWBT's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and
- (d) estimating the costs, if any, that CLEC will be required to pay for any such make-ready work or facilities modifications.

3.36 Pre-occupancy survey. The term "pre-occupancy survey" refers to work and activities performed or to be performed by CLEC or persons acting on behalf of CLEC for the primary purpose of enabling CLEC to determine:

- (a) whether SWBT's poles, ducts, conduits, or rights-of-way, in their existing condition, are suitable for CLEC's intended use;
- (b) the extent, if any, to which modifications of SWBT's poles, ducts, conduits, or rights-of-way will be proposed by CLEC to expand the capacity of SWBT's poles, ducts, conduits, or rights-of-way to accommodate CLEC's facilities; and
- (c) what make-ready work, if any, is required to prepare the poles, conduits, or conduit system to accommodate CLEC's facilities.

3.37 Primary point of contact. The term "primary point of contact" refers to the persons designated by CLEC and SWBT, respectively, to coordinate arrangements for CLEC's access to SWBT's poles, ducts, conduits, and rights-of-way and records relating to such poles, ducts, conduits, and rights-of-way. SWBT's designated primary point of contact shall be the Utility Liaison Supervisor unless the parties have arranged for that function to be performed by a designated account representative who will serve as an intermediary between CLEC and the Utility Liaison Supervisor.

3.38 Rights-of-way. As used in this Appendix, the term "rights-of-way" refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to public rights-of-way authorizing SWBT to locate facilities on, under, or over public lands and roadways, servitudes created by private easements or obtained through the exercise of eminent domain authority enabling SWBT to pass over, place facilities on, and have rights of ingress and egress to the land of another. Rights-of-way also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by SWBT's facilities.

3.39 Sheath. The term "sheath" refers to an enclosed covering containing communications wires, fibers, or other communications media. A cable may include both inner and outer sheaths.

3.40 Spinning. The term “spinning” refers to a method of attaching a cable or inner-duct to a supporting strand. “Spinning” is sometimes referred to as “lashing.”

3.41 State. When capitalized, the term “State” (as used in terms such as “this State”) refers to the State of Missouri.

3.42 State Commission. The term “State Commission” refers to the Missouri Public Service Commission.

3.43 Strand. The term “strand” refers to support wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability or supporting wires, cables, and associated facilities. The term “strand” includes, but is not limited to, strands sometimes referred to as “anchor strands,” “anchor/guy strands,” “down guys,” “guy strands,” “pole-to-pole guys,” and “messengers.”

3.44 Telecommunications Act of 1996. The term “Telecommunications Act of 1996” refers to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, enacted February 8, 1996.

3.45 Third party. The terms “third party” and “third parties” refer to persons and entities other than the parties to this Appendix (that is, persons and entities other than CLEC and SWBT).

3.46 Utility Liaison Supervisor (“ULS”). The terms “Utility Liaison Supervisor” and “ULS” refer to the person or persons designated by SWBT to be responsible for handling and processing requests for access to SWBT’s poles, ducts, conduits, and rights-of-way in this State. The term “ULS” connotes responsibility for handling a function and is not a job title. Except as otherwise specifically provided in this Appendix or in the parties’ interconnection agreement, if any, the ULS shall serve as CLEC’s single point of contact for arranging access to SWBT’s poles, ducts, conduits, and rights-of-way and access to SWBT’s records relating to SWBT’s poles, ducts, conduits, and rights-of-way. The Utility Liaison Supervisor for this State is identified in EXHIBIT VIII.

3.47 Vault. The term “vault” includes central office vaults and controlled environment vaults (“CEVs”). Vaults may be connected to, but are not considered part of, SWBT’s conduit system. Access, if any, to vaults (and to ducts, conduits, and risers which serve no purpose other than to provide a means of entry to and exit from such vaults) shall be governed by the tariffs, agreements, or commission orders, if any, establishing arrangements for interconnection, collocation, and access to unbundled network elements, and not by this Appendix.

3.48 “Vicinity of ...” When used in terms such as “vicinity of SWBT’s conduit system,” “vicinity of SWBT’s poles,” “vicinity of SWBT’s rights-of-way,” or “vicinity of SWBT’s poles, ducts, conduits, or rights-of-way,” the term “vicinity of ...” includes sites on, within, near to, surrounding, or adjoining SWBT’s poles, ducts, conduits, and rights-of-way.



These sites include, but are not limited to, all sites within a distance of 10 feet of any SWBT pole, duct, conduit, or right-of-way.

#### ARTICLE 4: NATURE AND SCOPE OF AGREEMENT

4.01 Scope of Agreement. This Appendix establishes procedures for grants of non-discriminatory access to SWBT poles, ducts, conduits, and rights-of-way located within this State, without regard to whether the site is located on public or private property.

4.02 No Transfer of Property Rights. Nothing contained in this Appendix or any license issued hereunder shall create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. The payment of fees and charges as provided by this Appendix and licenses issued hereunder shall not create or vest (or be construed as creating or vesting) in either party any right, title, or interest in or to any real or personal property owned by the other. No use, however extended, of SWBT's poles, ducts, conduits, or rights-of-way shall create or vest (or be construed as creating or vesting) in CLEC any right, title, or interest in or to any real or personal property owned by SWBT, and the placement of CLEC's facilities on or in SWBT's poles, ducts, conduits and rights-of-way shall not create or vest in SWBT any right, title, or interest in such facilities.

4.03 No Effect on SWBT's Right to Abandon, Convey or Transfer Poles, Ducts, Conduits, or Rights-of-Way. Except as provided in subsections (a)-(b) of this section, nothing contained in this Appendix or any license subject to this Appendix shall in any way affect SWBT's right to abandon, convey, or transfer to any other person or entity SWBT's interest in any of SWBT's poles, ducts, conduits, or rights-of-way.

- (a) SWBT shall give CLEC no less than 60 days written notice prior to abandoning, conveying, or transferring any pole, duct, conduit, or right-of-way (1) to or in which CLEC has attached or placed facilities pursuant to this Appendix or (2) with respect to which CLEC has been assigned pole attachment or conduit occupancy space. The notice shall identify the transferee, if any, to whom any such pole, duct, conduit, or right-of-way is to be conveyed or transferred.
- (b) Transfers or conveyances of poles, ducts, conduits, or rights-of-way to any entity controlling, controlled by, or under common control with SWBT or to any entity which acquires or succeeds to ownership of substantially all of SWBT's assets shall be subject to CLEC's rights under this Appendix and licenses subject to this Appendix.

4.04 No Effect on SWBT's Rights to Manage its Facilities. Except to the extent expressly provided by the provisions of this Appendix and subject to the provisions of the Telecommunications Act of 1996 and other applicable laws, rules, and regulations, nothing contained in this Appendix shall be construed as limiting or interfering with SWBT's rights to:

- (a) locate, relocate, move, replace, modify, maintain, and operate its own facilities (including but not limited to SWBT's poles, ducts, conduits and rights-of-way, and any of SWBT's facilities attached thereto or located therein) at any time and in any manner which SWBT deems appropriate to serve its own customers, avail itself of new business opportunities, or otherwise meet its own business needs; or
- (b) enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities on or in SWBT's poles, ducts, conduits, or rights-of-way,

provided, however, that such relocations, moves, replacements, modifications, maintenance, and operations or new agreements or arrangements shall not interfere with CLEC's pole attachment, right-of-way, or conduit occupancy use rights provided pursuant to this Appendix.

4.05 No Effect on CLEC's Rights to Manage its Own Facilities. This Appendix shall not be construed as limiting or interfering with CLEC's right to conduct its normal business operations in serving its customers or to avail itself of new business opportunities except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

4.06 No Right to Interfere with Facilities of Others. Except to the extent expressly provided by the provisions of this Appendix or by the Telecommunications Act of 1996 or other applicable laws, rules, or regulations, the provisions of this Appendix shall not be construed as authorizing either party to this Appendix, or persons acting on their behalf, to rearrange or interfere in any way with the facilities of the other party or joint users or with the use of or access to such facilities by the other party or joint users.

## ARTICLE 5: ACCESS TO RIGHTS-OF-WAY

5.01 Public Rights-of-Way. SWBT and CLEC agree that neither party has the right to restrict or interfere with the other party's access to public rights-of-way. SWBT and CLEC shall each be responsible for obtaining their own rights-of-way and permission to use real or personal property owned or controlled by any governmental body, subject to the procedures set forth in Section 5.03 below.

5.02 Private Rights-of-Way Not Owned or Controlled by SWBT. SWBT and CLEC agree that neither party has the right to restrict or interfere with the other party's access to private rights-of-way not owned or controlled by SWBT. Each party shall make its own, independent legal assessment of its right to enter upon or use the land or property of third-party property owners and shall bear all expenses, including legal expenses, involved in making such determinations, subject to the procedures set forth in Section 5.03 below.

5.03 Access to Associated Rights-of-Way. Each pole attachment and conduit occupancy license made under this Appendix shall include access to and use of all associated

rights-of-way, including, but not limited to, rights-of-way required by CLEC for ingress, egress, or other access to any sites where SWBT's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of SWBT's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that SWBT has the legal authority to grant such access and use. SWBT also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. SWBT agrees that it shall place no restrictions on CLEC's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those SWBT places on itself.

- (a) Although SWBT shall afford access to rights-of-way owned or controlled by it and permit CLEC to utilize SWBT's rights-of-way to the extent that SWBT has legal authority to do so, CLEC acknowledges that SWBT may not own or control certain rights-of-way to the extent necessary to permit CLEC full access to such rights-of-way. The following general principles shall be applied with respect to access to rights-of-way on third-party real estate:
  - (1) CLEC shall first attempt to obtain right-of-way directly from the property owner.
  - (2) If SWBT has legal authority to permit access by CLEC to a right-of-way on third-party property, SWBT will not restrict CLEC's use of the right-of-way.
  - (3) If CLEC has the right of eminent domain under state law, CLEC shall independently attempt to obtain the right-of-way it seeks through the exercise of that right.
  - (4) If CLEC is unable to obtain access to a right-of-way under paragraphs (1), (2), and (3) above, CLEC will request in writing that SWBT exercise its right of eminent domain to condemn the right-of-way for CLEC's use and SWBT shall respond to CLEC's written request within 45 days. SWBT shall exercise its right of eminent domain on CLEC's behalf only if permitted to do so under applicable state law, and only if CLEC agrees to bear all costs and expenses, including but not limited to legal fees arising out of or in connection with the condemnation proceedings.
- (b) SWBT and CLEC agree that dark fiber and unused four-wire copper cable are not considered "poles, conduits, and rights-of-way".

5.04 Access to Rights-of-Way Incident to the Use of CEVs and Similar Structures. SWBT will provide CLEC nondiscriminatory access, consistent with the requirements of the Pole Attachment Act and Telecommunications Act of 1996, and as provided in Sections 5.03

above, to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures. SWBT will place no restrictions on access to such rights-of-way that are more restrictive than those SWBT places on itself; provided, however, that neither party shall conduct activities on such rights-of-way which interfere with the facilities of the other party, with the privacy of communications carried over the other party's network, or with the other party's access to and use of its own facilities. This section relates only to access to rights-of-way and shall not be construed as granting access to the CEVs, huts, cabinets, and similar structures located on such rights-of-way. Access, if any, to CEVs, huts, cabinets, and similar structures, and to ducts, conduits, and risers which serve no purpose other than to provide a means of entering or exiting such structures, shall be governed by the tariff, agreement, or order, if any, granting CLEC access to such structures.

## ARTICLE 6: SPECIFICATIONS

6.01 Compliance with Requirements, Specifications, and Standards. CLEC agrees that CLEC's facilities attached to SWBT's poles or occupying space in its ducts, conduits, and rights-of-way shall be attached, placed, constructed, maintained, repaired, and removed in full compliance with the requirements, specifications, and standards specified in this Appendix.

6.02 Design to Minimize the Need for Access to SWBT's Poles, Ducts, and Conduits. The parties shall each design their facilities to minimize the need for the parties to access SWBT's poles, ducts, and conduits.

6.03 Infrequent Construction Techniques and Connectivity Solutions. Unless precluded by documented engineering criteria or written guidelines SWBT applied to itself as of January 1, 1996, consistent with considerations of safety, reliability, and or engineering practices, SWBT agrees to permit CLEC at its own expense to utilize the following techniques to avoid high or unusual expenditures: (a) placement of pole attachments on both the "field" side and "road" side of a pole; (b) placement of extension arms or stand-off brackets on poles; and (c) building conduit branches into SWBT's conduit systems. CLEC acknowledges that use of the above techniques will be rare, and will be permitted only on a case-by-case basis.

6.04 Published Standards. SWBT and CLEC agree that the following standards equally apply to either party with respect to facilities attached to or placed in SWBT's poles, ducts, conduits, and rights-of-way and further agree that facilities shall be placed, constructed, maintained, repaired, and removed in accordance with, current (as of the date when such work is performed) editions of the following publications:

- (a) the Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
- (b) the National Electrical Safety Code ("NESC"), published by the Institute of Electrical and Electronic Engineers, Inc. ("IEEE"); and

- (c) the National Electrical Code ("NEC"), published by the National Fire Protection Association ("NFPA").

6.05 Additional Electrical Design Specifications: Conduit. The parties agree that, in addition to the specifications and requirements referred to in Sections 6.01-6.04 above, facilities placed in SWBT's conduit system after the effective date of this Appendix shall meet all of the electrical design specifications set forth in this section.

- (a) No facilities shall be placed in SWBT's conduit system in violation of FCC regulations, including regulations relating to electrical interference. In addition, neither party shall place any facility in SWBT's conduit system which causes or may cause electrical interference with the facilities of the other party or joint users sufficient to jeopardize network integrity or degrade the quality of any communications services offered by either party or a joint user. If either party is notified by the other party or a joint user that its facilities are causing, or have the potential to cause, unacceptable levels of electrical interference, the party notified shall either correct the problem, remove the facility, or initiate good faith negotiations with the complaining party or joint user to resolve the issue.
- (b) Facilities placed in SWBT's conduit system shall not be designed to use the earth as the sole conductor for any part of the circuits.
- (c) Facilities placed in SWBT's conduit system and carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
- (d) No coaxial cable shall be placed in SWBT's conduit system unless such cable meets the voltage limitations of Article 820 of the National Electrical Code.
- (e) Coaxial cable placed in SWBT's conduit system may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- (f) CLEC shall not circumvent the corrosion mitigation measures of SWBT or joint users.

6.06 Additional Physical Design Specifications: Conduit. Facilities placed in SWBT's conduit system following the effective date of this Appendix shall meet all of the following physical design specifications:

- (a) Except as otherwise specifically agreed in this Appendix or licenses issued hereunder CLEC's facilities shall enter SWBT's conduit system at locations consistent with the physical design specifications that SWBT applies to itself (typically through a manhole) or at such other designated locations agreed upon in writing (e.g., through the licensing process) by the parties in accordance with Section 6.03 (infrequent construction techniques and connectivity solutions).
- (b) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in SWBT's conduit or ducts.
- (c) The integrity of SWBT's conduit system and overall safety of personnel require that "dielectric cable" be used within SWBT's conduit system when a cable facility utilizes a duct or route shared in the same trench by any electric transmissions facility such as the facilities of a power utility.
- (d) New construction splices in cables (including but not limited to fiber optic and twisted pair cables) shall be located in manholes, pull boxes or handholes.

6.07 Efficient Use of Conduit. To ensure efficient use of conduits, SWBT will, when cable diameters permit, install inner ducts in multiples that fully utilize duct space (typically three or four inner ducts in a full four-inch duct) as needed for SWBT's own business purposes and to accommodate CLEC and other joint users; provided, however, that SWBT shall not be required to install inner duct in anticipation of potential future requests for access by CLEC and other joint users.

6.08 Specifications Applicable to Connections: Conduit. Except as otherwise specifically agreed in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing, the following specifications apply to connections of CLEC's conduit to SWBT's conduit system:

- (a) CLEC shall not bore, make, or enlarge any hole in, or otherwise structurally modify or alter any manhole, handhole, duct, conduit, or other facility which is part of SWBT's conduit system except as provided in this Appendix or licenses issued hereunder, or as mutually agreed upon by the parties in writing.
- (b) Nothing contained in subsection (a) shall be construed as precluding CLEC or qualified personnel acting on CLEC's behalf from reattaching cable racks or performing similar routine work which is minor in nature and associated with the placing and splicing of cable.

- (c) Where CLEC's duct or facility physically connects with SWBT's manhole the section of CLEC's facility which connects to SWBT's manhole shall be installed by SWBT or its contractor at CLEC's expense (which shall be SWBT's actual costs or the price charged SWBT by the contractor). SWBT will perform this work in an interval consistent with the intervals SWBT performs work for itself. If SWBT's interval for beginning or completing this work does not meet CLEC's needs, CLEC as an authorized contractor may perform the work itself or use subcontractor(s) selected by CLEC from a list of mutually agreeable qualified "bidders" developed by SWBT and CLEC.
- (d) SWBT will have the option to monitor the entrance and exit of CLEC's facilities into SWBT's conduit system and the physical placement of CLEC's facilities in SWBT's conduit system. Notice requirements for, and expenses associated with, this monitoring are addressed in Section 6.11 of this Appendix.
- (e) If CLEC constructs or utilizes a duct connected to SWBT's conduit system, the duct and all connections between that duct and SWBT's conduit system shall be sealed to prevent the entry of gases or liquids into SWBT's conduit system. If CLEC's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into SWBT's conduit system.

**6.09 General Requirements Relating to Personnel, Equipment, Materials, and Public Safety.** The parties contemplate that CLEC, its contractors, and other persons acting on its behalf will perform work for CLEC on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. The provisions of this section are intended to protect the integrity of the networks, facilities and operations of SWBT, CLEC and joint users, to protect the health and safety of persons working on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way, and to protect the public at large.

- (a) Neither party nor any person acting on such party's behalf shall permit any person to climb on or work on SWBT's poles or in the vicinity of SWBT's poles, or enter SWBT's manholes or work within or in the vicinity of SWBT's conduit system, unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to the pole or conduit system and to perform the work safely.
- (b) Neither party nor any person acting on such party's behalf shall permit any person acting on its behalf to perform any work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way without first verifying, to the extent practicable, on each date when such work is to be performed, that conditions at the work site (including but not limited to the physical condition of the pole or any part of SWBT's conduit system) are sufficiently safe for the work to be

performed. If CLEC or any person acting on CLEC's behalf determines that the condition of the pole, duct, conduit, conduit system, or rights-of-way is not safe enough for the work to be performed, CLEC shall notify SWBT of the condition of the pole or conduit system in question and shall not proceed with the work until CLEC is satisfied that the work can be safely performed.

- (c) Neither party nor any person acting on such party's behalf shall knowingly permit defective equipment or materials to be used on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.
- (d) When CLEC or personnel performing work on its behalf are working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way located within, under, over, adjacent to, or in the vicinity of streets, highways, alleys or other traveled rights-of-way, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC and its contractors shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC or its designated contractor will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers, and property from danger. CLEC and its contractors shall have sole responsibility for the safety of all personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes.
- (e) Neither party nor any persons acting on such party's behalf shall engage in any conduct which damages public or private property in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way or creates a hazard or nuisance on such property (including but not limited to a hazard or nuisance resulting from any abandonment of or failure to remove its facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on its behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- (f) CLEC shall promptly suspend activities on, within, or in the vicinity of SWBT's poles, ducts, or conduits, if notified by SWBT that such activities create an unreasonable risk of injury to persons or property (including unreasonable risks of service interruptions). CLEC shall not resume such activities on or in the vicinity of CLEC's poles until CLEC is satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified and shall not resume such activities within or in the vicinity of SWBT's conduit system until both CLEC and SWBT are satisfied that the work may safely proceed and that any hazardous conditions at the site have been rectified. In the event that SWBT requires CLEC



to suspend work activities and it is later determined that there was no reasonable basis for the work suspension, SWBT agrees to compensate CLEC for the cost resulting from the delay.

- (g) All personnel acting on CLEC's behalf shall, while working on or in SWBT's poles, ducts, conduits, or rights-of-way, carry with them suitable identification and shall, upon the request of any SWBT employee or representative, produce such identification.
- (h) CLEC (and any person acting on CLEC's behalf) may report unsafe conditions on, within, or in the vicinity of SWBT's poles or conduit system to SWBT.

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Within or in the Vicinity of SWBT's Conduit Systems. When SWBT or CLEC, their contractors, and other persons acting on their behalf perform work on, within, or in the vicinity of SWBT's ducts, conduits, and rights-of-way where such ducts or conduits are located, they will be guided by the following:

- (a) Except as may be mutually agreed upon by the parties in writing, CLEC shall not "rod" or clear any duct or inner duct in SWBT's conduit system other than a duct or inner duct assigned to CLEC. Following the assignment of a specific duct or inner duct to CLEC, CLEC may request that SWBT rod or clear the duct or inner duct. If the duct or inner duct cannot be cleared, SWBT shall assign to CLEC the next available duct or inner duct. CLEC's request for assignment of the next available duct shall be in writing, may be transmitted to SWBT via fax or other transmission media mutually agreed upon by the parties, and shall be processed within the same intervals applicable to the processing of similar requests by SWBT's own personnel.
- (b) Personnel performing work within SWBT's conduit system on either party's behalf shall not climb on, step on, or otherwise disturb the cables, air pipes, equipment, or other facilities located in any manhole or other part of SWBT's conduit system.
- (c) Personnel performing work within or in the vicinity of SWBT's conduit system (including any manhole) on either party's behalf shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- (d) All of CLEC's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards and any applicable construction standards adopted by SWBT and applicable to SWBT's own facilities.

- (e) CLEC's facilities shall be plainly identified with CLEC's name in each manhole with a firmly affixed permanent tag that meets the identification standards set by SWBT for its own facilities.
- (f) Manhole pumping and purging required in order to allow work operations to proceed shall be performed in accordance with the requirements of Sections 6.14 and 6.15.
- (g) Planks or other types of platforms shall be supported only by cable racks.
- (h) Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's behalf within or in the vicinity of SWBT's conduit system shall be of a type approved by SWBT and included on SWBT's then-current list of approved types of leak-detection liquids and devices; provided, however, that CLEC may use any type of leak detection liquid or device which meets Bellcore's published standards if SWBT has not provided CLEC SWBT's list of approved types of leak detection liquids or devices at least 60 days in advance of CLEC's work.
- (i) CLEC and its contractors shall be responsible for providing proper ventilation while work is being performed in SWBT's conduit system on CLEC's behalf. Except for protective screens, no temporary cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- (j) Smoking or the use of any open flame is prohibited in manholes, in any other portion of the conduit system, or within 10 feet of any open manhole entrance.
- (k) Artificial lighting, when required by CLEC, will be provided by CLEC. Only explosion-proof lighting fixtures shall be used.
- (l) Neither SWBT nor CLEC nor personnel performing work on its behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in SWBT's conduit system (including any manhole) during work operations performed within or in the vicinity of SWBT's conduit system.
- (m) All parties shall abide by any laws, regulations, and ordinances regarding the use of spark producing tools, equipment, or devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes or in any other portions of the conduit system.
- (n) Cable lubricants used in conduit systems shall be of a type or types approved by SWBT and included on SWBT's then-current list of approved types of cable lubricants; provided, however, that CLEC may use any type of cable lubricant which meets Bellcore's published standards if SWBT has not provided CLEC

SWBT's list of approved types of cable lubricants at least 60 days in advance of CLEC's work.

6.11 Opening of Manholes and Access to Conduit. The following requirements apply to the opening of SWBT's manholes and access to SWBT's conduit system.

- (a) CLEC will notify SWBT not less than 48 hours in advance before entering SWBT's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours except as otherwise agreed by the parties. The notice shall state the general nature of the work to be performed. As a courtesy, CLEC shall, when feasible, provide SWBT with 10 working days advance notice before entering SWBT's conduit system.
- (b) An authorized employee or representative of SWBT may be present at any time when CLEC or personnel acting on CLEC's behalf enter or perform work within SWBT's manhole.
- (c) The parties contemplate that CLEC may need to perform operations in SWBT's conduit system other than during normal business hours and may occasionally require access to manholes on shorter notice than contemplated in subsection (a) above. Under these circumstances, CLEC shall notify SWBT as soon as is reasonably possible of its intent to enter and perform work in the conduit system and SWBT shall not, without due cause and justification, insist on literal compliance with the scheduling requirements of subsection (a) in such circumstances. SWBT will establish procedures enabling SWBT to receive notices from CLEC under this subsection 24 hours a day, seven days a week.
- (d) Each party must obtain any necessary authorization from appropriate authorities to open manholes for such party's own conduit work and operations therein.
- (e) Where CLEC personnel, certified based on industry standards, perform installation, maintenance and similar routine work at SWBT sites, SWBT may, at its option, send one or more employees to review such work. CLEC and SWBT shall share the cost of a single SWBT employee reviewing the work during emergency and non-emergency situations. SWBT will not be compensated by CLEC for any additional employees reviewing the work. The SWBT employees assigned for review and inspection of CLEC personnel work must be available during all normal business hours for such assignments to minimize inconvenience to CLEC. If the work at SWBT sites is performed by a contractor agreed upon by CLEC and SWBT, SWBT shall be responsible for the costs of its employees sent to inspect the contractor's work. However, if the CLEC personnel perform work at the site of an interconnection point where the participation of SWBT personnel is integral for the successful completion of the work, CLEC is responsible for paying the costs of SWBT personnel reasonably needed for such work.

6.12 OSHA Compliance. Each party agrees:

- (a) its facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder and
- (b) all persons shall, when working on, within, or in the vicinity of SWBT's poles or conduit system, comply with OSHA and all rules and regulations thereunder.

6.13 Environmental Contaminants in SWBT's Conduit System. CLEC acknowledges that, from time to time, environmental contaminants may enter SWBT's conduit system and accumulate in manholes or other conduit facilities.

- (a) CLEC may, at its expense, perform such inspections and tests at the site of any pole, duct, conduit, or right-of-way occupied by or assigned to CLEC as CLEC may deem necessary to determine the presence at such sites of environmental contaminants. SWBT will assist CLEC, at CLEC's request and expense, in the performance of such inspections and tests.
- (b) SWBT makes no representations to CLEC or personnel performing work on CLEC's behalf that SWBT's poles, ducts, conduits, or rights-of-way will be free from environmental contaminants at any particular time. Before entering a manhole or performing any work within or in the vicinity of SWBT's conduit system or any other site subject to access under this Appendix, CLEC or personnel acting on CLEC's behalf shall independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.
- (c) Each party shall promptly notify the other of environmental contaminants known by such party to be present on, within or in the vicinity of poles, ducts, conduits, or rights-of-way occupied by or assigned to CLEC if, in the sole judgment of such party, such environmental contaminants create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.
- (d) Nothing contained in this Appendix (including but not limited to the acknowledgments and representations set forth in this section) shall relieve either party from its responsibility to comply with all applicable environmental laws or its responsibility for any liability arising out of such party's failure to comply with such laws.

6.14 Compliance with Environmental Laws and Regulations. CLEC and SWBT agree to comply with the following provisions relating to compliance with environmental laws and regulations.

- (a) All persons acting on CLEC's or SWBT's behalf, including but not limited to CLEC's or SWBT's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

6.15 Compliance with Other Governmental Requirements (Including Aeronautical Navigation Safeguards). CLEC and SWBT agree that their facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, and rights-of-way shall be constructed, placed, maintained, repaired, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter (including but not limited to any valid ordinances, rules, and regulations requiring permits, certificates, licenses or the like). CLEC and SWBT shall comply with all statutes, ordinances, rules, regulations, and other laws requiring the marking and lighting of aerial wires, cables, and other structures to ensure that such wires, cables, and structures are not a hazard to aeronautical navigation.

6.16 Responsibility for Condition of Facilities. Each party will be responsible at all times for the condition of its facilities (including but not limited to those extending from SWBT's poles, ducts, conduits, or rights-of-way directly to any other location) and for its compliance with the requirements and specifications of this article and all applicable laws, rules, regulations, and ordinances.

## **ARTICLE 7: PRIMARY POINTS OF CONTACT, ACCESS TO RECORDS, AND PRE-OCCUPANCY INSPECTIONS**

7.01 Designation of Primary Points of Contact. Each party will, at the request of the other party, designate a primary point of contact to facilitate communications between the parties and the timely processing of CLEC's applications for access to SWBT's poles, ducts, conduits, and rights-of-way located within this State. Designations of primary points of contact will be made by written notices including the name, title, address, phone number, and fax number of the person designated as the primary point of contact; provided, however, that unless and until a different designation is made, SWBT's primary point of contact shall be the Utility Liaison Supervisor identified in EXHIBIT VIII. Designation of primary points of contact pursuant to this section shall not affect notice requirements or other legal requirements set forth in other provisions of this Appendix or the parties' interconnection agreement.

7.02 Determinations by CLEC of Suitability and Availability. CLEC shall make its own, independent assessment of the suitability of SWBT's poles, ducts, conduits, and rights-of-way for CLEC's intended purposes.