PART C
CONTRACTUAL DISPUTED ISSUES MATRIX
AT&T-SWBT INTERCONNECTION AGREEMENT - ARKANSAS
COLLOCATION ISSUES

Issue:	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		Collocation matrix. AT&T's proposed language would require SWBT to provide copies of all documents related to recommendations by SWBT's property insurance companies with which SWBT seeks AT&T's agreement. It is unreasonable for SWBT to seek AT&T's agreement to specific recommendations without providing AT&T an opportunity to review those recommendations carefully. AT&T's proposed language should therefore be included.	**will provide AT&T copies of any applicable surveys, recommendations and compliance requirements by its Property Insurer for AT&T's review.**	dispute resolution procedures, therefore, the Commission must reject AT&T's proposed revision to Paragraph 21.1.	
55. What is the purpose of this Appendix?	Attachment 13, Appendix Collocation, Section 23.1	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language misstates the purpose of the Appendix. AT&T properly intends to use the Collocated Space to connect with SWBT's network and with the networks of other collocators, subject to the conditions set forth in the Commission's Order. The remainder of SWBT's proposed language is unnecessary, in light of the terms and conditions portion and unbundled network elements portion of the Interconnection Agreement. SWBT's proposed language should therefore be excluded.	[AT&T opposes the inclusion of this section]	SWBT wants to add language that this Appendix is not an admission, waiver or precedent that any AT&T equipment is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. Section 251(c)(6). Therefore, the Commission must insert SWBT's proposed Paragraph 23.1 to this Appendix.	**23.0 Purpose and Scope of this Appendix** **23.1 Through this Appendix, AT&T is placing telecommunications equipment and facilities on SWBT property for the purpose of access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to section 10.6 hereof, other collocators. The parties agree that this Appendix does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any State commission, the Federal Communications Commission, any other regulatory body, and State or Federal Court, or in any other form that SWBT has agreed or acquiesced that any piece of AT&T equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).**

Key: **Bold & underline represents language proposed by AT&T and opposed by SWBT.**

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56. What is the effect of conflicting tariff provisions on this Appendix?	Attachment 13, Appendix Collocation, Section 23.2	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would allow SWBT to effectively amend this Appendix by filing a tariff with contradictory provisions. SWBT would therefore be able to modify the Appendix unilaterally, defeating the entire purpose of this Appendix, avoiding the Commission's decisions in the arbitration proceeding and allowing SWBT to circumvent the three-year term of the Interconnection Agreement. SWBT's proposed language is therefore unreasonable and should be excluded.	23.2 This Appendix may not be modified by the Parties except by a subsequent written document executed by the Parties.	SWBT proposes language to clarify that the ability of the parties to modify the Appendix will not affect the validity of current, pending or future tariffs and charges due thereunder. The FCC's order specifically provides that the Act, as a matter of law, does not displace the FCC's Expanded Interconnection requirements, and grants to the FCC the discretion t preserve its existing rules and tariffing requirements to the extent they are consistent with the Act. Therefore, the Commission must insert SWBT's proposed language into Paragraph 24.2.	23.2 This appendix may not be modified by the Parties except by a subsequent written document executed by the Parties, **save that this provision shall not affect current, pending or future tariffs, under investigation or otherwise, including any charges due thereunder.**
57. What terms and conditions should govern AT&T's regulatory compliance?	Attachment 13, Appendix Collocation, Section 23.6	AT&T acknowledges that this precise issue has not yet been expressly presented to the Commission for resolution. AT&T contends, however, that this implementation issue has been arbitrated by implication. This contention is detailed in the portion of this matrix which discusses Section 2.5 of the Collocation matrix. SWBT's proposed language would obligate AT&T to comply with a document entitled SW9368. AT&T opposes this language, because AT&T has never seen document SW9368 and is thus not in a position to agree or disagree with that document or with SWBT's proposed language incorporating that	23.6 The AT&T and all persons acting through or on behalf of AT&T shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.	SWBT proposes a sentence stating that AT&T will comply with executive and federal regulations in SW9368. SW9368 is SWBT's Nondiscrimination Compliance Agreement. This form is posted in SWBT's buildings where AT&T already has a presence. Had AT&T requested a copy of this form, SWBT would have provided it upon request. SWBT seeks to ensure that all hiring practices with which SWBT is associated, e.g. AT&T hiring of a subcontractor, comply with the law. AT&T is already under a duty to comply with the laws and regulations of the United States and Arkansas, therefore, SWBT does not understand why AT&T would object to this	**AT&T further agrees during the term of this Agreement to comply with all applicable Executive and Federal regulations as set forth in SW9368, attached as Exhibit _____ and incorporated herein, as may be modified from time to time.**

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		document. On a general note, language requiring AT&T to comply with regulations with which AT&T is required by law to comply is unnecessary.		requirement. SWBT request the Commission insert the proposed language into Paragraph 24.6 of this Appendix.	

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CONTRACTUAL DIS. ED ISSUES MATRIX
AT&T - SWBT INTERCONNECTION AGREEMENT - ARKANSAS
POLES, CONDUITS, AND RIGHTS-OF-WAY

Issues	Attachment and Sections	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
16. Should SWBT be permitted to add new terms and conditions on access to its poles, ducts, conduits, and rights-of-way through the use of application and license forms that it prepares and controls?	Attachment 13, Appendix Poles, Conduits, and Rights-of-Way, Sec. 9.02	This issue has been resolved with SWBT's agreement that it does not intend to amend the terms of the Poles Appendix through changes to the forms.	**9.02 The purpose of the forms is to provide a worksheet to convey information and to record the date and time of a request for access, not to create contractual terms and conditions in addition to those included in this Appendix and in the Interconnection Agreement.** [remainder of language in section not disputed]	Resolved. The parties have agreed to adopt Section 12.03(d) as agreed to in Texas. SWBT has represented to AT&T that the forms referred to in Section 9.02 are not intended to be the documents used to amend the Poles Appendix. Based on that representation, AT&T has withdrawn the proposed language in Section 9.02 objected to by SWBT.	
32. If SWBT elects to terminate the Poles, Conduits, and Rights-of-Way Appendix, is AT&T required to remove all of its facilities from SWBT-owned or -controlled poles, ducts, conduits, and rights-of-way?	Attachment 13, Appendix Poles, Conduits, and Rights-of-Way, Sec. 24.04	No. In the event SWBT chooses to terminate the Poles, Ducts, Conduits, and Rights-of-Way Appendix, it should not be able to demand that all of AT&T's facilities in place under the Appendix be removed. SWBT's obligation to provide non-discriminatory access to its poles, ducts, conduits, and rights-of-way is not dependent on the existence of a written agreement; in fact, the FCC 1st Report and Order, ¶1160 has stated that a written agreement is not required. Removal of all facilities could cause great disruption of customer service as well as considerable expense. Because of these concerns, at least twelve months' advance notice is necessary prior to termination, and SWBT should be able to terminate the Appendix only for cause for at least some significant period of time after the Appendix becomes effective.	24.04 Elective Termination. Either party may terminate this Appendix by giving the other party at least **twelve** months prior written notice as provided in this section. AT&T may terminate this Appendix with or without cause. **During the first five years following the effective date,** SWBT may only terminate this Appendix for cause. Thereafter, SWBT may terminate this Appendix with or without cause. **Any** termination of this Appendix by SWBT **will not require removal of AT&T facilities from SWBT-owned or -controlled poles, ducts, conduits, and rights-of-way, and** shall be subject to the provisions of 24.05 below. [remainder of language in this section is not disputed]	The important subject of elective termination was neither arbitrated nor agreed to by the parties. SWBT's proposals on this subject are reasonable and, if the Arbitrator elects to rule on this subject, should be adopted. If the Poles Appendix is terminated, AT&T will continue to have access rights under the Pole Attachment Act to all poles, ducts, conduits, and rights-of-way owned or controlled by SWBT. SWBT's proposal does not require AT&T to remove its facilities simply because the Poles Appendix has been terminated. SWBT's proposal does, however, require AT&T to enter into negotiations for a new agreement within a reasonable time after the Poles Appendix is terminated. SWBT's proposal is reasonable and should be approved. For the record, AT&T has the right to terminate the Poles Appendix, with or without cause. Under SWBT's proposal, however, SWBT, will have no right to terminate the Poles Appendix except for cause prior to the fifth anniversary of the date of enactment of the Telecommunications Act of 1996.	24.04 Elective Termination. Either party may terminate this Appendix by giving the other party at least **six** months prior written notice as provided in this section. (a) AT&T may terminate this Appendix with or without cause. **(b) The parties acknowledge that the Pole Attachment Act, 47 U.S.C. §224(e), as added by the Telecommunications Act of 1996, expressly directs the FCC to promulgate new regulations governing charges to telecommunications carriers for access to poles, ducts, conduits, and rights-of-way and that such new regulations are to take effect five years after the date of enactment of the Telecommunications Act of 1996 (that is, February 8, 2001). The parties agree that SWBT may terminate this Appendix only for cause during the period beginning with the effective date of this Appendix through February 8, 2001.** Thereafter, SWBT may terminate this Appendix with or without cause, **subject to the provisions of subsection (d) and**

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				That date has been selected for the reasons stated below. SWBT is proposing that it have the right to terminate all pole attachment agreements on the fifth anniversary of the effective date of the Telecommunications Act of 1996 (that is, on February 8, 2001). On that date, the FCC's new regulations concerning rates which may be charged to telecommunications carriers are scheduled to go into effect. February 8, 2001, therefore, is a reasonable date to allow SWBT to take the steps that will be required to bring existing agreements into conformity with changed provisions in the applicable law. Other provisions in SWBT's proposal make it clear that elective termination of the contract would not affect access rights under the Pole Attachment or require parties to remove their facilities at the time of termination. On the contrary, the purpose of terminating agreements would be to enable SWBT to make such adjustments to its agreements as may be necessary to comply with the law and changes in the law, based on experience with pole attachments in the new competitive environment, and so on. Six months notice is plenty of time to allow the parties to give each other notice of termination, especially in light of the other provisions allowing AT&T's facilities to remain in place notwithstanding termination of the Poles Appendix	**Section 24.05 below.** **(c)** The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Appendix or six months after the date the notice is given. **(d) The elective termination of this Appendix by SWBT under this section shall not require immediate removal of AT&T's facilities from poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and shall be subject to the provisions of Section 24.05 below; provided, however, that AT&T shall, within 60 days after the effective date of the termination, either initiate negotiations for continued access to SWBT's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Article 18 of this Appendix.**
34. [The issue is stated in reference to	Attachment 13, Appendix Poles,	[The reasons for AT&T's position are set forth in reference to Section 9.5.3	**25.09 Dispute Resolution Procedure 3 (DPR 3) of**	The dispute resolution procedures provided by the Poles Appendix are	SWBT objects to the inclusion of AT&T's proposed language.

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AT&T - SWBT INTERCONNECTION AGREEMENT - ARKANSAS

POLES, CONDUITS, AND RIGHTS-OF-WAY

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Section 9.5.3 of the Terms and Conditions of the Interconnection Agreement.]	Conduits, and Rights-of-Way, Sec. 25.09	of the Terms and Conditions of the Interconnection Agreement.] As noted in Issue No. 30 above, the Arbitrator rules in poles issue no. 21, Arbitrator's Order page 30, the Terms and Conditions of the Interconnection Agreement should apply to the Poles Appendix. This provision is a direct adoption of a section of the Terms and Conditions.	**Interconnection Agreement. Nothing contained in this article shall abridge the rights of either party to use Dispute Resolution Procedure 3 found in Section 9.5.3. of the Interconnection Agreement to resolve disputes to which DPR 3 applies.**	complete and sufficient. There is no need for an alternative provision.	