



DOCKET NOS. 16189, 16196, 16226, 16285, 16290, 16455, 17065,  
17579, 17587, AND 17781

ARBITRATION AWARD

DOCKET NO. 16189 § PUBLIC UTILITY COMMISSION  
PETITION OF MFS COMMUNICATIONS §  
COMPANY, INC. FOR ARBITRATION OF § OF TEXAS  
PRICING OF UNBUNDLED LOOPS §

DOCKET NO. 16196 §  
PETITION OF TELEPORT §  
COMMUNICATIONS GROUP, INC. FOR §  
ARBITRATION TO ESTABLISH AN §  
INTERCONNECTION AGREEMENT §

DOCKET NO. 16226 §  
PETITION OF AT&T COMMUNICATIONS §  
OF THE SOUTHWEST, INC. FOR §  
COMPULSORY ARBITRATION TO §  
ESTABLISH AN INTERCONNECTION §  
AGREEMENT BETWEEN AT&T AND §  
SOUTHWESTERN BELL TELEPHONE §  
COMPANY §

DOCKET NO. 16285 §  
PETITION OF MCI §  
TELECOMMUNICATION CORPORATION §  
AND ITS AFFILIATE MCIMETRO ACCESS §  
TRANSMISSION SERVICES, INC. FOR §  
ARBITRATION AND REQUEST FOR §  
MEDIATION UNDER THE FEDERAL §  
TELECOMMUNICATIONS ACT OF 1996 §

DOCKET NO. 16290 §  
PETITION OF AMERICAN §  
COMMUNICATIONS SERVICES, INC. AND §  
ITS LOCAL EXCHANGE OPERATING §  
SUBSIDIARIES FOR ARBITRATION WITH §  
SOUTHWESTERN BELL TELEPHONE §  
COMPANY PURSUANT TO THE §  
TELECOMMUNICATIONS ACT OF 1996 §

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DOCKET NO. 16455 §  
 PETITION OF SPRINT COMMUNICATIONS §  
 COMPANY L.P. FOR ARBITRATION OF §  
 INTERCONNECTION RATES, TERMS, §  
 CONDITIONS, AND PRICES §  
 FROM SOUTHWESTERN BELL §  
 TELEPHONE COMPANY §

DOCKET NO. 17065 §  
 PETITION OF BROOKS FIBER §  
 COMMUNICATIONS OF TEXAS, INC. FOR §  
 ARBITRATION WITH SOUTHWESTERN §  
 BELL TELEPHONE COMPANY §

DOCKET NO. 17579 §  
 APPLICATION OF AT&T §  
 COMMUNICATIONS OF THE §  
 SOUTHWEST, INC. FOR COMPULSORY §  
 ARBITRATION OF FURTHER ISSUES §  
 TO ESTABLISH AN INTERCONNECTION §  
 AGREEMENT BETWEEN AT&T AND §  
 SOUTHWESTERN BELL TELEPHONE §  
 COMPANY §

DOCKET NO. 17587 §  
 REQUEST OF MCI §  
 TELECOMMUNICATIONS CORPORATION §  
 AND ITS AFFILIATE, MCIMETRO ACCESS §  
 TRANSMISSION SERVICES, INC. FOR §  
 CONTINUING ARBITRATION OF CERTAIN §  
 UNRESOLVED PROVISIONS OF THE §  
 INTERCONNECTION AGREEMENT §  
 BETWEEN MCIM AND SOUTHWESTERN §  
 BELL TELEPHONE COMPANY §

DOCKET NO. 17781 §  
 COMPLAINT OF MCI AGAINST SWB FOR §  
 VIOLATION OF COMMISSION ORDER §  
 IN DOCKET NO. 16285 REGARDING CABS §  
 ORDERING AND BILLING PROCESSING §

#### I. SUMMARY OF PROCEEDINGS

On June 13, 1997, and May 30, 1997, AT&T Communications of the Southwest, Inc. (AT&T) and MCI Telecommunications Corporation and its affiliate, MCIMetro Access Transmission Services,

Inc. (MCIIm), respectively, filed petitions for compulsory arbitration pursuant to the federal Telecommunications Act of 1996.<sup>1</sup> In order to reduce the administrative burdens on the parties and the Commission Staff, and as allowed by FTA § 252(g), the petitions were consolidated for purposes of the hearing and development of an evidentiary record. The parties submitted a decision point list (DPL) which set out the disputed issues and language to be arbitrated by the Commission. Separate DPLs were prepared for AT&T v. Southwestern Bell Telephone Company (SWBT) issues and MCIIm v. SWBT issues. Issues regarding the terms and conditions of the physical collocation tariff filed by SWBT pursuant to the Commission's previous arbitration award were also arbitrated in these proceedings, and a separate DPL was developed addressing these issues. The petitioners affected by these issues are: AT&T, MCIIm, and Teleport Communications Group (TCG). Arbitration hearings were conducted on August 11, 1997, ending August 14, 1997; and on August 22, 1997.<sup>2</sup>

The arbitration proceedings were conducted in accord with P.U.C. SUBST. Rs. 22.301 through 22.310 and generally accepted arbitration rules. The procedures applied in these proceedings allow all parties a reasonable opportunity to present their respective positions. As noted above, the scope of the issues addressed in these arbitration proceedings included those issues set out in the DPLs filed by AT&T, MCIIm, and TCG. The DPLs form the basis of the award and were used throughout the hearing to focus cross-examination and clarifying questions. Only issues on the final DPL are considered in this Award. Issues resolved through agreement of the parties generally do not appear in this Award. The outline used in this Award follows that used in the DPL. A list of Commission Staff serving as advisors in this arbitration proceeding is found at Section V. of this Award.

## II. RULING ON DISPUTED ISSUES

The disputed issues and language were identified by the parties on three DPLs: AT&T v. SWBT issues, MCIIm v. SWBT issues, and physical collocation issues affecting AT&T, MCIIm, TCG, and SWBT. The AT&T and MCIIm DPLs addressed issues arising out of the implementation of the

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<sup>1</sup> Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, codified at 47 U.S.C. §§ 1151 et seq. Hereinafter, all citations to FTA will be to the 1996 Act as codified in the United States Code.

<sup>2</sup> On August 8, 1997, MCIIm filed a complaint against SWBT for violations of the Commission's order in Docket No. 16285 regarding CABS ordering and billing processing. Due to the similarity of issues, MCIIm's complaint was consolidated with the above-styled proceedings. The hearing on MCIIm's CABS issue was held on August 22, 1997.

respective interconnection agreements and also addressed disputes which had not been arbitrated in the previous consolidated arbitration proceedings. The physical collocation DPL addressed disputes regarding the terms and conditions of SWBT's proposed physical collocation tariff, required by the Arbitration Award issued on November 7, 1996.

In making this Award, the Arbitrators considered the evidentiary record in these proceedings and looked to Commission policy as articulated in previous arbitration proceedings. While considering the Commission's prior rulings, the Arbitrators in these proceedings were careful to assure that the rulings made herein were based solely on the record evidence in these proceedings. The Arbitrators find that the following decisions, and conditions imposed on the parties by these discussions, meet the requirements of the FTA § 251 and P.U.C. PROC. Rs. 22.301-22.310 and any applicable regulations prescribed by the Federal Communications Commission (FCC) pursuant to FTA § 251.

### III. ARBITRATORS' RULINGS

The Arbitrators' decisions on all disputed issues are found in Appendices A, B, and C which are attached to this Award. Appendix A contains the Arbitrators' rulings in the physical collocation issues. Appendix B contains the Arbitrators' rulings on AT&T v. SWBT issues. Appendix C contains the Arbitrators' rulings on the MCI v. SWBT issues.

**IV. SCHEDULE FOR IMPLEMENTATION OF ARBITRATION AWARD**

Pursuant to FTA § 252(c)(3), the following is a schedule for implementation of the terms and conditions of this Award. This schedule includes deadlines for certain status reports on implementation issues as well as a procedural schedule for the review and approval of the physical and virtual collocations tariffs. The following schedule does not repeat all deadlines set out in the appendices of this award.

This schedule does not include a date for filing modifications to the interconnection agreements reflecting this Award. Parties will be directed to file a revised interconnection agreement following the issuance of an Award in the costing and pricing phase of these proceedings.

**October 15, 1997:**

SWBT submits a list of CEVs, huts and cabinets in the five largest metropolitan areas of Texas. Parties shall negotiate with SWBT regarding the format of the list.

**November 3, 1997**

SWBT files a proposed virtual collocation tariff and a proposed physical collocation tariff which fully complies with the terms of this award.

**November 24, 1997**

AT&T, MCI, and TCG file comments regarding SWBT's proposed physical and virtual collocation tariffs.

**January 15, 1998:**

SWBT and AT&T report to the Commission regarding the issuance of NXX codes.

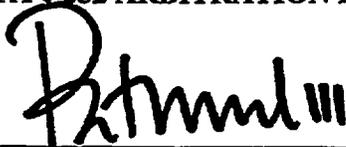
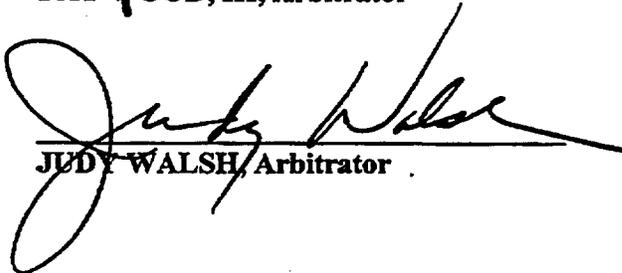
SWBT and AT&T report to the Commission regarding the technical capability necessary to render interLATA and intraLATA access bills and end-user bills associated with use of unbundled network elements.

## V. CONCLUSION

The Arbitrators conclude that the foregoing Arbitration Award, including the attached appendices, reflects a resolution of the disputed issues presented by the parties for arbitration. The Arbitrators find that their resolution of the issues complies with the standards set in FTA § 252(c), the relevant provisions of PURA<sup>3</sup>, and the Commission's dispute resolution rules.

SIGNED AT AUSTIN, TEXAS the 30th day of September 1997.

PUBLIC UTILITY COMMISSION OF TEXAS  
FTA § 252 ARBITRATION PANEL

  
\_\_\_\_\_  
PAT WOOD, III, Arbitrator  
\_\_\_\_\_  
JUDY WALSH, Arbitrator

Commission Staff Arbitration Advisors

Rick Akin	Lynne LeMon
Daphne Allen	Howard Siegel
John Costello	Susan Schultz
Chad Cowan	Nara Srinivasa
Janis Ervin	Meena Thomas
Kathy Farroba	Diana Zake
Kathy Hamilton	

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<sup>3</sup> Public Utility Regulatory Act, 75th Leg., R.S. ch. 166, § 1, 1997 Tex. Sess. Law Serv. 735 (Vernon) (to be codified at TEX. UTIL. CODE ANN. § 14.151) (PURA).

**APPENDIX A  
COLLOCATION ISSUES**

SWBT shall file a revised physical collocation tariff and a virtual collocation tariff which fully comply with all the terms and conditions of this arbitration award. The tariffs shall be filed no later than November 3. Affected petitioners may file comments regarding the proposed tariffs 20 days after filing of the tariffs. To the extent that the term, conditions and rates of the proposed tariffs become disputed, the Commission will, pursuant to FTA96, conduct further proceedings.<sup>1</sup>

ISSUE NO.	ISSUE	AWARD
	<b>Section 1, Regulations</b>	
1. (TCG 1)	Legal requirements concerning procedures and standards for determination of space availability, and technical feasibility of collocation as applied to terms and conditions, e.g. Physical v. Virtual Collocation, and Active v. Other CO space.	SWBT shall provide collocation consistent with and shall in no instance be more restrictive than the requirements in the November 7, 1996 Arbitration Award and/or Telecommunications Act of 1996.
2. (AT&T 1)	<p><i>AT&amp;T Statement of Issue:</i> Should the terms and conditions for physical collocation be consistent with the requirements for collocation that are beyond the Arbitration Award and/or Telecommunications Act of 1996:</p> <p><i>SWBT Statement of Issue:</i> Should the Tariff contain necessary terms and conditions to implement</p>	The tariff shall contain necessary terms and conditions to implement physical collocation that are consistent with and shall in no instance be more restrictive than the requirements for collocation in Arbitration Award and/or Telecommunications Act of 1996.

<sup>1</sup> References to Section and ¶ are reference to SWBT's June 27, 1997, Collocation Tariff.

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
	physical collocation?	
3a. (AT&T 2a)	<p>Policy Decision (concerning CEVs, huts and cabinets) applicable to tariff in its entirety.</p> <p><i>AT&amp;T Statement of Issue:</i> Should SWBT's physical collocation tariff contain specific terms, conditions, and rates which apply to controlled environment vaults (CEVs), huts, and cabinets?</p>	<p>SWBT shall tariff rates, terms, and conditions for physical collocation in CEVs, huts, and cabinets. Security escorts paid for by the collocator on an as required basis will be permitted in lieu of physical separation arrangements.</p> <p>If sufficient collocation space exists on SWBT mounting frames, SWBT shall develop tariffed rates, terms, and conditions for such space based on a typical mounting arrangement. If sufficient space does not exist on a mounting frame, but sufficient space exists within the structure to add a mounting frame, SWBT shall develop tariffed rates, terms, and conditions for adding a new mounting frame. In its tariff filing, SWBT may specify the technical and operational requirements for a new entrant's equipment to be compatible with the existing mounting frames and structure. If parties cannot reach agreements regarding space on an existing SWBT mounting frame or space for adding a new mounting frame, the determination will be made by a third party engineer. The costs of the engineer's services will be borne equally by SWBT and AT&amp;T.</p> <p>If space is not available for physical collocation, SWBT shall provide virtual collocation.</p>
3b. (AT&T 2b)	<p>CEVs, huts and cabinets</p> <p><i>AT&amp;T Statement of Issue:</i> Should SWBT be required to provide a list to AT&amp;T and other local service providers (LSPs) of CEVs, huts, and/or cabinets located in Texas which are eligible structures?</p>	<p>SWBT shall provide a list of CEVs, huts, and cabinets where physical collocation is technically feasible, without use of SWBT's determined space/security limitations.</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
3c (AT&T 2d)	CEVs, huts and cabinets  <i>AT&amp;T Statement of Issue:</i> Should SWBT be required to provide tariffed rates for CEVs, huts, and cabinets?	See Issue 3a.
4 (MCI 24)	Sec. 1, ¶ 1.3 Purpose & Scope of Tariff	SWBT shall include MCI's proposed change in Sec. 1, ¶ 1.3.
5 (AT&T 7)	Section 1, Sheet 1, § 1.4  <i>AT&amp;T Statement of Issue:</i> Should the rates, terms and conditions for physical collocation contained in SWBT's proposed tariff be limited to AT&T, MCI, and TCG? If so, should the tariff be clarified to include the specific identification of those parties?	SWBT shall include AT&T's proposed language.
6. (TCG 2)	Appropriateness of definitions of Active CO Switchroom Space and Other CO Space - Sec. 1 ¶ 2	SWBT shall include SWBT's proposed language in the tariff.
7a. (TCG 3)	Definition of Eligible Structure Sec 1 ¶ 2 -	See Issue 7b.

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
	<p>reasonableness and legality under FTA96 §251 of “impractical for technical reasons”</p>	
<p>7b. (AT&amp;T 3c)</p>	<p>Definition of “Eligible Structure,” Section 1, Sheet 2; Section 1, Sheet 14.1 § 6.2.1</p> <p><i>AT&amp;T Statement of Issue:</i> Should SWBT be required to permit neutral third party inspections of its central offices to determine the availability of collocation space?</p>	<p>SWBT shall include the following language, which modifies SWBT’s proposed language.</p> <p><b>Sec. 1, ¶2 “Eligible Structure”</b> - Denotes 1) a SWBT central office, servicing wire center or tandem office, or (2) a building or similar structure owned or leased by SWBT that houses its network facilities, or (3) a structure that houses SWBT transmission facilities, including CEVs, huts, and cabinets (A) that serve as remote terminal sites and house SWBT telecommunications equipment such as loop concentrators or multi-plexers, and (B) house network facilities.</p> <p>Add definition for Secure Access Arrangement <b>Secure Access Arrangement</b>-Denotes arrangements that are either physically separated from SWBT’s central office equipment or arrangements whereby security escorts are paid for by the collocator on an as required basis. In the case of collocation arrangements in central offices, physical partitioning of the collocation area is required. In the case of Controlled Environmental Vaults, huts, and cabinets, security escorts will be permitted in lieu of physical separation requirements.</p> <p>See issue 19.</p>
<p>7c. (AT&amp;T 4a)</p>	<p>C.O. Inspections</p> <p><i>AT&amp;T Statement of Issue:</i> Should SWBT be required to provide terms and conditions to allow LSPs to inspect SWBT</p>	<p>See Issue 14c and Issue 19.</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
	central offices for availability of space, and to allow an LSP to inspect the construction for an LSP's collocation space?	
8. (TCG 4)	Definition of Infrastructure Area Charge Sec 1 ¶ 2 - appropriateness of definition, including, but not limited to, requirement of 4 cages, and need to define common area and passageway (. ft. - included or not in "common area"), etc..	SWBT shall include the following language which modifies SWBT's proposed language:  <b>Sec. 1, ¶2 "Infrastructure Area Charge"</b> In central offices where at least 4(100) square foot collocation space is available, the infrastructure area charge denotes the common charge to the Collocator based on gross square footage to accommodate four (4) 100 square feet cages, common area, plus the passageways prepared for the secure access within the infrastructure area. In those central offices where less than 4(100) square feet collocation space is available, the infrastructure area charge denotes the common charge to the collocator based on the common area and passage ways actually required for all of the cages built-out by SWBT. The Infrastructure Area Charge included in this tariff is only for the equipment described in Section 1, paragraph 9.1 to be used for the purposes described in Section 1, Paragraph 1.3.
9. (TCG 5)	Availability of space for collocation generally - determination of unavailability by PUC under FTA96 and/or creation of objective standards.	Where the parties cannot reach agreements regarding availability of space for collocation, the determination will be made by a third party engineer. The costs of the third party engineer's service will be paid jointly by SWBT and the LSP.
10. (MCI 25)	Sec. 1, ¶ 3.1 Limitation of Liability	SWBT shall include SWBT's language in the tariff, except that the fourth paragraph shall be

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>deleted and the fifth paragraph is modified as follows:</p> <p>The liability of either SWBT or the Collocator for its willful misconduct or gross negligence is not limited by this tariff.</p>
<p>11A. (AT&amp;T 8a)</p>	<p>Section 1, Sheet 4, § 3.1, Section 1, Sheet 11, § 5.6.1(E)</p> <p><i>AT&amp;T Statement of Issue:</i> Limitation of Liability, Should SWBT's damages for its own negligence be limited to the monthly charges and prevent recovery of damages as allowed by the Interconnection Agreement and/or by the laws of the State of Texas?</p>	<p>SWBT shall include SWBT's language in the tariff, except that the fourth paragraph shall be deleted.</p>
<p>11B. (AT&amp;T 8b)</p>	<p>Section 1, Sheet 4, § 3.1, &amp; 4; Section 1, Sheet 4, § 3.2, &amp; 2</p> <p><i>AT&amp;T Statement of Issue:</i> Limitation of Liability. Should SWBT's tariff prevent and/or limit claims of third parties?</p>	<p>SWBT shall include the following language which modifies SWBT's language by adding the phrase "or gross negligence". The liability of either SWBT or the Collocator for its willful misconduct or gross negligence is not limited by this tariff.</p>
<p>12. (TCG 7)</p>	<p>Responsibilities of SWBT - Sec. 1 ¶ 4 - Add: Approve list of contractors for</p>	<p>TCG's proposed language should not be adopted.</p> <p>In its tariff filing, for purposes of establishing rates for eligible structures, SWBT shall specify rate</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
	collocators to select from; SWBT shall obtain determination from PUC that collocation is not technically feasible	elements by grouping eligible structures in 3 categories: low cost, medium cost, and high cost.
13. (MCI 26)	Sec. 1, ¶ 4.5.2 Damage to Eligible Structure	SWBT shall include SWBT's proposed language for Sec. 1, ¶ 4.5.2 <b>Damage to Eligible Structure.</b>
14a. (MCI 27)	Sec. 1, ¶ 4.6 Construction Notification	See Issue 14b.
14b. (AT&T 10b)	<p>Section 1, Sheet 7.1, § 4.6</p> <p><i>AT&amp;T Statement of Issue:</i> Should SWBT provide collocators with a minimum of 30-days notification before the start of SWBT construction activity that has the potential to effect equipment collocated in SWBT central offices?</p>	<p>SWBT shall include the following language which modifies SWBT's proposed language:</p> <p><b>Sec. 1, ¶ 4.6 Construction Notification</b> SWBT will notify the collocator prior to the scheduled start dates of all construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the collocator's services. SWBT will provide such notification to the collocator at least twenty (20) business days before the scheduled start date of such construction activity. SWBT will inform the collocator as soon as practicable by telephone of all emergency-related activities that SWBT or its subcontractors are performing in the general area of the collocator's dedicated Space, or in the general area of the AC and DC power plants which support the collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.</p>
14c. (AT&T 4b)	<p>Construction Inspections</p> <p><i>AT&amp;T Statement of</i></p>	SWBT shall add the following language as the last sentence in <b>Sec. 1, ¶ 9.3.1.</b>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
	<p><i>Issue:</i> For security reasons, should SWBT permit collocators the option of paying for security escorts (mutually agreed upon) when the collocators are working in CEVs, huts, cabinets, and central offices in lieu of SWBT requiring separation of SWBT and collocator facilities within these structures?</p>	<p>SWBT shall permit collocators the option of paying for security escorts (mutually agreed upon) when the collocators are working in CEVs, huts and cabinets.</p> <p>SWBT shall add the following provision in <b>Sec. 1:</b></p> <p><b>Sec. 1, ¶ 4.7 <u>Construction Inspections:</u></b></p> <p>During the construction of collocation cages and any associated security systems, SWBT shall permit collocators to inspect such construction upon request. Collocators shall be permitted one inspection during each six-week period of construction, with a maximum of two inspections during the construction of Active Central Office Switchroom Space and four inspections during the construction of Other Central Office Space. Requests for construction inspections shall be given to the contact number as specified in Section 1, 4.2 at least 5 business days in advance, unless extraordinary circumstances exist.</p>
<p>15. (TCG 8)</p>	<p>Placement of Point of Termination (POT) Bays. Sec. 1, ¶5.5(C)(D)(E) and final para.</p>	<p>SWBT shall include the following language which modifies SWBT's proposed language:</p> <p><b>Sec.1, ¶5.5 * * *</b>The Collocator will be responsible for servicing, supplying, repairing, installing, and maintaining the following within the Dedicated Space or in the Common Area : * * *</p> <p>(C) required point of termination cross connects in the Dedicated Space or in the Common Area.</p> <p>(D) POT frame maintenance, including replacement fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the Common Area and accessible by the Collocator and only if and as required; and</p> <p>(E) the connection cable and associated equipment which may be required within the Dedicated</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		Space(s) or in the Common Area to the point(s) of termination.
16. (MCI 28) (TCG 9)	Collocator's Insurance Obligation Sec. 1 ¶5.6.1(A)-(G), and 5.6.2	SWBT shall include SWBT's proposed language for Sec. 1, ¶ 5.6.1 <b>Coverage Requirements (E)</b> .
17A. (TCG 10)	Ordering and Provisioning Interval Sec. 1, ¶6.1.1(A)	<p>SWBT shall include its proposed language with the following modification.</p> <p><b>6.1.1 Interval (A)</b> SWBT will provide physical collocation arrangements in eligible structures on a "first come, first served" basis. To apply for a dedicated space in a particular eligible structure, the collocator will provide a completed physical collocation application form found in SWBT technical publication for physical collocation and will pay an initial engineering design charge. Upon receipt of the collocator's application and initial engineering design charge payment, SWBT will begin development of the quotation for the infrastructure area and dedicated space. SWBT will notify the collocator by facsimile within ten (10) business days if active central office switchroom space is not available. If active central office switchroom space is not available, the collocator may then, at its option, request SWBT either to process an application for other central office space, or to refund the unused portion of the engineering design charge.</p>
17B. (TCG 10) (MCI 29)	Ordering and Provisioning Interval Sec. 1, ¶6.1.1(B)	<p>SWBT shall include the following language which modifies SWBT's proposed language by deleting the requirement that the collocator submit 50% of the quoted nonrecurring charges and 85% of the all the custom work charges quoted.</p> <p><b>6.1.1 Interval (B)</b> SWBT will provide the quotation of the applicable nonrecurring and recurring tariff rates, and the estimated construction interval no later than fifteen (15) business days after receipt of the collocator's application. The collocator has sixty-five (65)</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		business days from receipt of the quotation to accept the quotation. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application and engineering design charge are required.
17C. (TCG 10)	Ordering and Provisioning Interval Sec. 1, ¶6.1.1(C)	See Issue 17C (Cont'd).
17C. (Cont'd.) (ATT 10a)	Section 1, Sheet 13, § 6.1.1(C)  Should the tariff include standard construction intervals?	SWBT shall include the following language which modifies SWBT's proposed language.  6.1.1(C) Dedicated 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 all Active Central Office Switchroom Space requests in three months from the receipt of the collocator's acceptance of the quotation. Unless otherwise mutually agreed to by the Parties in writing, SWBT will complete construction of all Other Central Office Space within six months from the receipt of the collocator's acceptance of the quotation. 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 Public Utility Commission of Texas for determination.
17D. (TCG 10) (MCI 29)	Ordering and Provisioning Interval Sec. 1, ¶6.1.1(D)	SWBT shall include the following language which modifies SWBT's proposed language.  <b>6.1.1 - Interval (D)</b> Should the Collocator submit six (6) or more applications within five (5) business days, the QUOTATION interval will be increased by ten (10) business days for every five

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD										
		<p>(5) additional applications. This regulation also applies to any revisions to applications. For example:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><u>Number of Multiple Applications</u></td> <td style="text-align: center;"><u>QUOTATION INTERVAL</u> (Business Days)</td> </tr> <tr> <td style="text-align: center;">1-5</td> <td style="text-align: center;">15</td> </tr> <tr> <td style="text-align: center;">6-10</td> <td style="text-align: center;">25</td> </tr> <tr> <td style="text-align: center;">11-15</td> <td style="text-align: center;">35</td> </tr> <tr> <td style="text-align: center;">16-20</td> <td style="text-align: center;">45</td> </tr> </table> <p>If SWBT cannot meet the fifteen (15) day quotation interval stated above because multiple Collocators submitted multiple applications at the same time, SWBT will inform the Collocators of this situation within five days of receiving the applications and will establish new quotation intervals utilizing the above criteria.</p>	<u>Number of Multiple Applications</u>	<u>QUOTATION INTERVAL</u> (Business Days)	1-5	15	6-10	25	11-15	35	16-20	45
<u>Number of Multiple Applications</u>	<u>QUOTATION INTERVAL</u> (Business Days)											
1-5	15											
6-10	25											
11-15	35											
16-20	45											
18. (TCG 11)	Sec.1 ¶6.1.2 -Revisions	<p>SWBT shall include the following language which modifies SWBT's proposed language:  <b>6.1.2 Revisions</b> All revisions to an initial request for a physical collocation arrangement submitted by the Collocator must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed two months, if the revision is major. A major revision will include: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage requested; adding design and engineering requirements above those which SWBT normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule. However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that does not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the</p>										

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. The Collocator will be required to pay any applicable engineering design charges as found in Section 2, Paragraph 7.1, following.</p>
<p>19. (TCG 12)</p>	<p>Space Availability Resolution Sec. 1, ¶6.2.1 (FTA96 251(c)(6) requires determination of space availability by PUC)</p>	<p>SWBT shall include the following language <b><u>Sec. 1 ¶6.2. Space Availability Determination and Resolution</u></b></p> <p><b><u>Sec. 1 ¶6.2.1</u></b> There shall be a rebuttable presumption that space is available for physical collocation in an Eligible Structure. If SWBT chooses to rebut the presumption for a particular Eligible Structure, it shall notify the collocator within five (5) business days of the Collocator's request for physical collocation (preceding the submission of the physical collocation application form).</p> <p>Prior to submitting the physical collocation application form, the collocator may elect to make arrangements for a pre-visit to an SWBT Eligible Structure to determine if the structure meets the prospective collocator's business needs and if space is available in the structure for physical collocation. If the collocator determines that the Eligible Structure meets its business needs and determines that space is available for physical collocation in that eligible structure, the collocator shall notify SWBT of its assessment regarding space availability within five (5) business days of the collocator's pre visit to the structure. If SWBT does not concur with the collocator's assessment, it shall notify the collocator of its disagreement within five (5) business days of receiving notification of the collocator's assessment.</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>When SWBT and the collocator cannot reach agreement regarding availability of space for collocation, the determination will be made by a third-party engineer agreed upon by SWBT and the collocator within fifteen (15) business days of the collocator's notification to SWBT concerning space availability. The third-party engineer shall determine that physical collocation is feasible in an Eligible Structure if space is available for collocation and for secure access arrangements. In the event that the parties are unable to agree on a third-party engineer, the parties will jointly request the Commission to select the engineer on behalf of the parties. The costs of the third-party engineer's service shall be borne equally by SWBT and the collocator. The findings of the third-party engineer shall be binding on SWBT and the collocator and shall be made publicly available by SWBT to potential collocators upon request. In the event that the third-party engineer determines that physical collocation is not feasible in an Eligible Structure, subsequent collocators may seek to challenge this determination upon a showing of changed circumstances.</p>
20. (TCG 13)	Virtual Collocation Sec. 1 ¶6.2.2	<p>SWBT shall include SWBT's proposed language for Sec. 1, ¶ 6.2.2.</p> <p>SWBT shall file a proposed virtual collocation tariff, using the same rate elements as contained in SWBT's current access tariff. SWBT shall modify the virtual collocation tariff to provide for virtual collocation in structures and premises where physical collocation would be required to be provided such as CEVs, huts, and cabinets. SWBT shall also include in the proposed tariff provisions for cross-connections between collocators. SWBT shall file this proposed tariff no later than November 3. Affected petitioners shall be given 20 days to review and respond. To</p>

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**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		the extent, the terms, conditions, and rates of the proposed revised tariff become disputed, the Commission will, pursuant to FTA96, conduct further proceedings.
21. (TCG 14) (MCI 30)	Eviction for inefficient use Sec. 1 ¶6.2.4	See Issue 21 (Cont'd).
21.(Cont'd.) (ATT 12)	Sec. 1, § 6.2.4  <i>AT&amp;T Statement of Issue:</i> Should SWBT retain the sole discretion to evict a collocator?	SWBT will amend Section 1, ¶ 6.2.4 to include AT&T's proposed language.
22. (TCG 15) (MCI 31)	Relocation Sec. 1, ¶6.3	SWBT will amend the tariff to include the following language which represents SWBT's proposed language for Section 1, ¶ 6.3 as modified herein:  <b>Sec. 1, ¶ 6.3</b> <b><u>Relocation</u></b> When SWBT determines because of extraordinary circumstances that it is necessary for the dedicated space to be moved within an eligible structure or to another eligible structure, the collocator is required to move its dedicated space. SWBT will notify the resident collocator(s) in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, SWBT will provide the resident collocator(s) with at least 180 days advance written notice prior to the relocation. The Collocator shall be responsible for the preparation of the new Infrastructure Area and Dedicated Space at the new location if such relocation arises from circumstances beyond the reasonable control of SWBT, including condemnation or government

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located for the purpose then used, uneconomical in SWBT's reasonable discretion. In addition, a collocator's presence in SWBT central offices should not prevent SWBT from making a reasonable business decision regarding the number of central offices required to conduct its business or their locations. If SWBT determines that a collocator must relocate due any of the above reasons, SWBT will make all reasonable efforts to minimize disruption of the collocator's services. In addition, the costs of the move will be shared equally by SWBT and the collocator, unless the parties agree to a different financial arrangement.. If the Collocator requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located or to another Eligible Structure, SWBT shall permit the Collocator to relocate the Dedicated Space, subject to availability of space and technical feasibility. The Collocator shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Infrastructure Area and Dedicated Space as applicable. In either such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located.</p>
23. (TCG 16) (MCI 32)	Occupancy Sec. 1, ¶6.4	<p>SWBT will amend the tariff to include the following language which represents SWBT's proposed language as modified herein. <b>Sec. 1, ¶6.4:</b> Unless there are unusual circumstances, SWBT will notify the Collocator that the Dedicated Space is ready for occupancy within five (5) business days after SWBT completes preparation of the Dedicated Space.</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to SWBT's network or obtain access to SWBT unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that SWBT has refused to interconnect with the Collocator, the 180 day deadline shall be extended until SWBT allows the Collocator to interconnect. SWBT, however, may extend beyond the one hundred eighty (180) days provided the Collocator demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented the Collocator from meeting that deadline. If the Collocator fails to do so, collocation in the prepared Dedicated Space is terminated on the tenth (10) business day after SWBT provides the Collocator with written notice of such failure and the Collocator does not place operational telecommunications equipment in the Dedicated Space and interconnect with SWBT or obtain access to SWBT unbundled network elements on that tenth (10) business day. In any event, the Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.</p> <p>For purposes of this Paragraph, the Collocator's telecommunications equipment is considered to be operational and interconnected when connected to either SWBT's network or interconnected to another collocator's equipment that resides within the same structure, provided the Collocator's equipment is used for interconnection with SWBT's network or obtain access to SWBT's unbundled network elements, for the purpose of providing this service.</p>
23. (Cont'd.) (ATT 13)	Section 1, Sheet 16, § 6.4, ¶ 2.  <i>AT&amp;T's Statement of            Issue:</i>	See Issue 23.

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
	Is SWBT's definition of when a Collocator's equipment "operational and interconnected" reasonable?	
24. (TCG 17)	Billing Sec. 1, ¶6.6	SWBT will include SWBT's proposed language for <b>Section 1, ¶ 6.6 Billing</b>
25. (TCG 18)	Late Payment Charge Sec. 1 ¶6.7	SWBT will include SWBT's proposed language for <b>Sec. 1, ¶ 6.7 Late Payment Charge</b>
26 (MCI 33)	Sec. 1, ¶ 6.8 Allowances for Interruptions	<p>SWBT shall include the following language in the tariff which modifies SWBT's proposed language as suggested by AT&amp;T:</p> <p><b>Sec. 1, ¶ 6.8 Allowances for Interruptions</b> An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to SWBT's designated contact point and ends when the physical collocation arrangement is operative and reported to the collocator's designated contact. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of the Collocator. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of SWBT if such interruption disrupts SWBT's services as well as the collocator's services. A credit allowance will be made to the collocator where the interruption is due to the actions or negligence of SWBT if such interruption only disrupts the collocator's services.</p> <p>When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>not exceed the applicable monthly recurring rate for the item(s) involved.</p> <p>For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. The interconnector shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.</p> <p>When a third party vendor maintains and repairs a Collocator's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.</p>
26. (Cont'd.) (ATT 14)	<p>Section 1, Sheet 17, § 6.8, ¶ 1.</p> <p>Should SWBT's definition of interruption period be clarified?</p>	See Issue 26.
27. (ATT 15)	<p>Section 1, Sheet 18, § 7.3.</p> <p>Should SWBT be required to not unreasonably withhold its consent for a transfer or permit use of Dedicated Space?</p>	SWBT will include SWBT's proposed revised language for Section 1, ¶7.3.
27. (Cont'd.) (TCG 19)	Consent to assignment Sec. 1 ¶7.3	See Issue 27.
28. (TCG 20)	Fiber Optic Cable Entrances, Sec. 1 ¶8.1.2	<p>SWBT will include the following language in the tariff, which modifies SWBT's proposed language as suggested by AT&amp;T:</p> <p>Sec. 1, ¶ 8.1.2 - SWBT shall provide a minimum</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for SWBT cable. SWBT will also provide nondiscriminatory access to any entry point into Eligible Structure in excess of two points in those locations where SWBT also has access to more than two such entry points. Where such dual points of entry are not immediately available, SWBT shall perform work as is necessary to make available such separate points of entry for the Collocator at the same time that it makes such separate points of entry available for itself. In each instance where SWBT performs such work in order to accommodate its own needs and those specified by the Collocator in the Collocator's written request, the Collocator and SWBT shall share the costs incurred by pro-rating those costs using the number of cables to be placed in the entry point by both SWBT and the Collocator(s) in the first twelve (12) months.</p>
<p>28. (Cont'd.) (ATT 16)</p>	<p>Section 1, Sheet 19, § 8.1.2</p> <p><i>AT&amp;T Statement of Issue:</i> Is it reasonable to allow only two separate points of entry into an Eligible Structure?</p>	<p>See Issue 28.</p>
<p>29. (TCG 21)</p>	<p>Demarcation point Sec. 1 ¶8.2</p>	<p>SWBT will include the following language in the tariff, which represents SWBT's proposed language as modified herein:</p> <p>Sec. 1, ¶ 8.2 SWBT shall designate the point(s) of termination within the Eligible Structure in which the Dedicated Space is located as the point(s) of</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>physical demarcation between the Collocator's network and SWBT's network. In addition, both SWBT and the Collocator will be responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point will be within the POT frame. SWBT will allow the collocator the option of choosing to place the POT frame in the dedicated space or in the common area within the eligible structure.</p>
<p>30. (MCI 34) (ATT 5)</p>	<p>Sec. 1, ¶ 9.1 Nature of Use</p> <p><i>AT&amp;T Statement of Issue:</i> Should the terms and conditions for physical collocation specifically allow for remote switch modules as authorized in the Arbitration Award and Telecommunications Act of 1996?</p>	<p>SWBT will include AT&amp;T's proposed language for the first paragraph in Sec. 1, ¶ 9.1</p> <p>In addition, SWBT shall prepare tariffed rates, terms and conditions for collocation of RSMs.</p> <p>SWBT will include the following language for the second paragraph, which modifies SWBT's proposed language by adding a sentence to the second paragraph.</p> <p>The Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). SWBT will provide the necessary back-up power to ensure against power outages.</p> <p>SWBT shall adopt its proposed language for the third paragraph.</p>
<p>31. (TCG 22)</p>	<p>Equipment List Sec. 1 ¶9.2</p>	<p>SWBT will include the following language, which modifies SWBT's proposed language as suggested by TCG:</p> <p><b>Sec. 1, ¶ 9.2 Equipment List</b> - A list of all the equipment and facilities that the Collocator will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>requirements, floor loading, and heat release of each piece. The Collocator's equipment and facilities shall be compliant with the standards set out in Paragraph 10.1 <u>Minimum Standards</u>, following. The Collocator warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this tariff. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the List without the express written consent of SWBT, which consent shall not be unreasonably withheld.</p>
<p>32. (TCG 23)</p>	<p>Subsequent Requests to Place Equipment Sec. 1 ¶9.2.1</p>	<p>The issue of whether the initial engineering charge and initial charges for power would obviate the need for subsequent engineering charges and electrical rates is a costing and pricing issue.</p> <p>SWBT will include following language</p> <p><b>Sec. 1, ¶ 9.2.1. <u>Subsequent Requests to Place Equipment</u></b> The Collocator shall furnish SWBT a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.</p>
<p>33. (TCG 24)</p>	<p>Limitations Sec. 1 ¶9.2.2</p>	<p>SWBT will include the following language, which modifies TCG's proposed language by deleting the last sentence:</p> <p><b>Sec. 1, ¶ 9.2.2 <u>Limitations</u></b> SWBT's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by a Collocator, is limited only to the extent that SWBT would undertake such additions, modifications or</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. SWBT will ensure that the Collocator is provided collocation at least equal in quality to that provided to SWBT, its affiliates or other parties to which it provides interconnection.
34. (TCG 25)	Interconnection to Others Sec. 1 ¶9.6	<p>SWBT will include TCG's proposed language, as modified herein:</p> <p><b>Sec. 1, ¶ 9.6 - Interconnection to Others</b> SWBT will permit the Collocator to connect with the Dedicated Space of another Collocator within the same Eligible Structure to the extent permitted by law. SWBT will provide only the installation of physical structure(s) and the associated labor necessary for the Collocator(s) to pull its facilities from its Dedicated Space to the Dedicated Space of another Collocator. However, if the Collocators cannot physically pull the cable themselves (<i>i.e.</i>, located on different floors), SWBT will perform the cable pull. SWBT (1) will not make any physical connection within the Collocator's cage; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections. The rates for providing these connections will be based upon SWBT's tariffed rates.</p>
35. (TCG 26)	Alterations Sec. 1 ¶9.8	<p>There does not appear to be an issue in dispute.</p> <p>SWBT will include its proposed language in the tariff.</p>
36A. (TCG 27)	Standards Sec. 1 ¶10.1 Minimum Standards	SWBT will insert TCG's proposed language after first sentence for Sec. 1, ¶ 10.1
36A. (Cont'd.)	Standards Sec. 1, § 10.1 Minimum Standards	SWBT shall include its proposed language as modified below:

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
(ATT 6a)	<p><i>AT&amp;T Statement of Issue:</i> Should SWBT be required to have the terms and conditions of the "Interconnector's Technical Publication for Physical Collocation" and "Technical Publication 76300, Installation Guide" approved by the Commission as a condition of SWBT's collocation tariff being approved?</p>	<p>10.1 The physical collocation provided hereunder is made available subject to and in accordance with the standards set forth in .... The collocator acknowledges the standards set forth in SWBT's publications entitled "Interconnector's Technical Publication for Physical Collocation" dated February 1997 and "technical publication 76300, installation guide," and the collocator will follow those publications, except as those publications are modified by this tariff or are inconsistent with federal, state, and local laws or codes. In the event of any inconsistency between SWBT's "Interconnector's Technical Publication for Physical Collocation" and "Technical Publication 76300, Installation Guide," and any revision of the foregoing publications (whether or not objected to by the collocator), this tariff will control.</p>
36B. (TCG 27)	Standards Sec. 1 ¶10.2 Revisions	<p>SWBT will include the following language which modifies TCG's proposed language</p> <p><b>Sec. 1, ¶10.2</b> Any revision to SWBT's Technical Publication for Physical Collocation, or its Technical Publication 76300, shall become effective and thereafter applicable under this tariff 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 objection, SWBT and the Collocator shall attempt to negotiate a resolution to any such objections. In the event that SWBT and the Collocator cannot negotiate a resolution, either party may request resolution by the Public Utility Commission of Texas. Any revision made to address potentially harmful situations shall become effective and applicable immediately, pending resolution of the objections by the Public Utility Commission of Texas.</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
<p>36B. (Cont'd.) (ATT 6b)</p>	<p>Standards Sec. 1 ¶10.2 Revisions</p> <p><i>AT&amp;T Statement of Issue:</i> Should the tariff allow for a dispute resolution process to the Commission in the event of a dispute on the revisions to the SWBT's Technical Publications for Physical Collocation or Technical Publication No. 76300?</p>	<p>SWBT shall include AT&amp;T's proposed language as modified herein: 10.3 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 physical collocation arrangements will be resolved use of (1) mediation, (2) any dispute resolution process promulgated by the commission, or (3) or any other method mutually agreed to by the parties. Either party may use any of these options to obtain a resolution of the dispute.</p>
<p>36C. (TCG 27)</p>	<p>Standards - Sec. 1 ¶10.3 Compliance Certification</p>	<p>SWBT will include TCG's proposed language for Sec. 1, ¶10.3.</p>
<p>37. (TCG 28) (MCI 35)</p>	<p>Re-Entry Sec. 1 ¶11</p>	<p>SWBT will include the following language, which modifies SWBT's proposed language by deleting the phrase "but in no event to exceed 60 days" in the fourth paragraph.</p> <p><b>Sec. 1, ¶ 11 Re-Entry</b> If the Collocator shall default in performance of any tariff provision herein, and the default shall continue for sixty (60) business days after receipt of written notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property, forcibly if necessary, and services provided pursuant to this tariff will be terminated without prejudice to any other remedies SWBT might have.</p>

APPENDIX A  
COLLOCATION ISSUES

ISSUE NO.	ISSUE	AWARD
		<p>SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by the Collocator at any time thereafter.</p> <p>In the event of a dispute between a collocator and SWBT regarding any bill, SWBT shall make an investigation as shall be required by the particular case, and report the results to the collocator and, in the event the dispute is not resolved, shall inform the collocator of the complaint procedures of the Commission.</p> <p>A collocator shall not be subject to termination for nonpayment of that portion of the bill under dispute pending the completion of the determination of the dispute. The collocator is obligated to pay any billings not disputed.</p>
<p>37. (Cont'd.) (ATT 17)</p>	<p>Section 1, Sheet 27, § 11, ¶3.</p> <p>Should the tariff include a process for dispute resolution of billing disputes?</p>	<p>SWBT shall add a fifth paragraph with the following language:</p> <p>In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so</p>

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**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described in their respective interconnection agreement, where applicable.</p>
38. (TCG 29)	Indemnification of SWBT, Sec. 1 ¶12	SWBT shall include SWBT's proposed language for Sec. 1, ¶ 12.
39. (TCG 31)	Legal Requirements Sec. 1 ¶13.3	<p>SWBT shall include the following language, which modifies SWBT's proposed language:</p> <p><b>Sec. 1, ¶13.3 <u>Legal Requirements</u></b> Except for Section 2, paragraph 1.3, SWBT agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.</p>
	<b>Section 2 Services and Rates</b>	
40. (TCG 30)	Services and Rates - General Sec. 2 ¶1.1	<p>SWBT shall include TCG's alternatively proposed language.</p> <p><b>Sec. 2, ¶ 1.1</b> The rates and charges in this tariff are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this tariff.</p>
41. (TCG 32)	Parking Sec. 2 ¶1.2	SWBT shall include TCG's proposed language for Sec. 2, ¶ 1.2.

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
42. (TCG 33) (MCI 1)	Restroom Use Sec. 2 ¶1.4	SWBT shall delete proposed Sec. 2, ¶ 1.4.
43. (TCG 34) (MCI 2)	Term Sec. 2 ¶1.6	SWBT shall include the following language for Sec. 2, ¶ 1.6: The term of the Collocation agreement shall be concurrent with the terms of the interconnection agreement unless the collocator chooses a month to month term.
43. (Cont'd.) (ATT 20)	Section 2, Sheet 1, § 1.6  Should SWBT be allowed to limit the terms of collocation to month-to-month basis?	See Issue 43.
44. (TCG 35)	Preparation Charges Sec. 2 ¶2.1-2.4	The issue of whether preparation charges are appropriate is a costing and pricing issue. SWBT shall include its proposed language for Sec. 2, ¶ 2.1 and ¶ 2.4.  SWBT shall include the following language which modifies SWBT's proposed language for Sec. 2, ¶ 2.2 and ¶ 2.3:  <b>Sec. 2, ¶ 2.2</b> SWBT will contract for and perform the construction and other activities underlying the preparation of the Infrastructure Area and Dedicated Space, and any Custom Work charges (as defined in Paragraph 3.2.2 following), using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. SWBT will permit Collocators to review the contractor invoices. SWBT will provide a physical collocation Infrastructure Area supporting as many 100-square feet units of cage area as is reasonably available in

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>each specific Eligible Structure where space is available. SWBT will provide collocation space within operating switchrooms (Active CO Switchroom Space), if available. If Active CO Switchroom Space is not available, other CO Space will be provided.</p> <p><b>Sec. 2 ¶ 2.3</b>                      The Collocator will be permitted to contract its own work for the preparation activities within the Collocator’s Dedicated Space including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of SWBT, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with SWBT, and the Collocator shall be solely responsible for all charges of any such contractor. SWBT and the Collocator will negotiate a pro-rated Standard Charge for the Dedicated Space preparation activities that any such contractor is not permitted to perform according to the provisions of this tariff. Use of any such contractor shall not nullify the three month interval set forth in Section 1, Paragraph 6.1.1 <u>Interval</u>, preceding with respect to the preparation of the Infrastructure Area and Custom Work.</p>
<p>45. (TCG 36)</p>	<p>Monthly Charges Sec. 2 ¶3.1</p>	<p>SWBT shall include the following language which modifies TCG’s proposed language:</p> <p><b>Sec. 2, ¶ 3.1</b>  <b>Monthly Charges</b>                      The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or 5 days after the Collocator has been notified that the Dedicated Space is complete, and shall apply each month or fraction thereof that physical collocation is provided. For billing purposes, each month is considered to have 30 days. The applicable</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		recurring charges are set forth in Paragraph 7 <u>Rates and Charges</u> , following, for use of the Dedicated Space.
46. (TCG 37) (MCI 3)	Nonrecurring charges Sec. 2 ¶3.2	<p>SWBT shall include the following proposed language which modifies SWBT's proposed language:</p> <p><b>Sec. 2, ¶ 3.2.1.</b> Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.</p> <p><b>3.2.2</b> With respect to any preparation of the Dedicated Space, the Collocator shall pay SWBT fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Paragraph 2 <u>Preparation Charges</u>, preceding and fifty (50%) of any Custom Work Charges at the time that 50% of the work is completed.</p> <p>The remaining portion of any Custom Work charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by the Collocator either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments, with a "carrying charge" based on the average prime commercial paper rate then in effect and applicable to under/overcharges as set forth in SUBST. R. 23.45(g). In the event the Collocator vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by the Collocator.</p>
47. (TCG 38) (MCI 4)	Refund Determination Sec. 2 ¶3.3.1	<p>SWBT shall include the following language which modifies TCG's proposed language and deletes SWBT's proposed 12 months limitation on refunds as proposed by MCI.</p> <p><b>Sec. 2, ¶ 3.3.1</b> "The first entity to which SWBT provides physical</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		collocation in the Eligible Structure shall be responsible for all costs incurred by SWBT associated with the preparation of the Eligible Structure to provide physical collocation in the initial space where physical collocation is to be located (“Initial Infrastructure Area Charge”). Thereafter the Initial Infrastructure Area Charge will be prorated and the prorated share refunded to the previous physical collocater(s) as additional entities use physical collocation in the Eligible Structure using the following schedule:
48. (TCG 39) (MCI 5)	ICB Sec. 2 ¶3.4	Defer to costing and pricing phase.
49. (TCG 40)	Regeneration Sec. 2 ¶4	Defer to costing and pricing phase.
50. (TCG 41)	Engineer Design charge Sec. 2 ¶6.1	Defer to costing and pricing phase.
51. (TCG 42)	Infrastructure Area Charge Sec. 2 ¶6.3.1	Defer to costing and pricing phase.
52. (TCG 46)	Add'l Infrastructure Area Charge Sec. 2 ¶6.4	Defer to costing and pricing phase.
53. (TCG 43) (MCI 6)	Security Card Sec. 2 ¶6.10	SWBT shall include TCG’s proposed language for Sec. 2, ¶ 6.10 <u>Security Cards</u>
54. (TCG 44)	POT Frame Sec. 2 ¶6.12	SWBT shall include the following language which modifies SWBT’s proposed language.  <b><u>Sec. 2, ¶ 6.12 Point of Termination Frame, Each</u></b> The interconnect frame, or similar device, designated by SWBT as the physical point of termination for Voice Grade, DS1, DS3, and/or Timing interconnections between the Collocater’s facilities and SWBT facilities. SWBT will allow the collocater the option of choosing to place the

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		<p>POT frame in the dedicated space or in the common area within the eligible structure. SWBT will also allow the collocator the option of either providing the POT frame itself or purchasing this equipment from SWBT. In the event, the collocator purchases the POT frame from SWBT, rates and charges as found in 7.11 for the Point of Termination Frame and Paragraph 7.12 for the Voice Grade Point of Termination Frame following shall apply.</p>
<p>55. (TCG 45)</p>	<p>Fiber Interconnection Arrangement Sec. 2 ¶6.16</p>	<p>SWBT shall include SWBT's proposed language for Sec. 2, ¶ 6.16 <b><u>Fiber Interconnection Arrangement</u></b></p>
<p>56. (TCG 47)</p>	<p>Voice Grade Transmission Arrangement Sec. 2 ¶ 6.21, as it relates to copper wire.</p>	<p>Defer to costing and pricing phase.</p>
	<p><b>Section 3 Service Availability</b></p>	
<p>57. (TCG 48)</p>	<p>Sec. 3 ¶1.1 Appropriateness of list of collocator locations and designation of virtual collocation COs</p>	<p>SWBT shall include its proposed language; however, SWBT may not use its proposed footnote unless there has been verification by a third-party engineer.</p> <p>SWBT has identified certain offices where it proposes that only virtual collocation is available. The issue of whether physical collocation is feasible or not is a determination that must be made by a third party engineer if parties cannot agree.</p>
<p>58. (TCG 49)</p>	<p>Appropriateness of Active v. Other CO Switch Space Sec. 3 ¶1.2</p>	<p>SWBT shall not make the modifications proposed by TCG. However, the criteria for making the distinction between "Active" and "other" central office space should be based on the ability to accommodate a minimum of 1(100) square feet</p>

**APPENDIX A  
COLLOCATION ISSUES**

ISSUE NO.	ISSUE	AWARD
		cage area plus common area and passage ways; it should not be based on the 720 square feet model proposed by SWBT.
59. (TCG 50)	Meaning of Sec. 3 ¶1.2, including without limitation, “rate elements w/ footage requirements. Total feet:” and “floor rate element. Total floors traversed”; and all numeric data.	It appears there is no dispute.
60. (TCG 51)	Notice and process for resolution of disputes concerning changes to technical publications incorporated by reference into tariff, e.g. Sec. 1 ¶10.1 & 10.2	It appears there is no dispute.
61. (TCG 52) (ATT 22) (MCI)	All issues raised by TCG, MCI, or AT&T.  <i>AT&amp;T Statement of Issue:</i> Should the decisions on disputed terms and conditions raised by MCI, TCG, and AT&T be applied equally to all parties to the tariff?	The terms of the tariff shall apply equally to all affected petitions, i.e. AT&T, MCI & TCG.

**APPENDIX B  
AT&T v. SWBT ISSUES**

**I. INTRALATA TOLL/ACCESS**

*Issue No. 1. Receipt of Toll Revenue*

AT&T shall include its proposed language as modified:

Attachment 6

Section 5.1.1 The local switching element also includes access to all call origination and completion capabilities (including intraLATA and interLATA calls), and AT&T is entitled to all revenues associated with its use of those capabilities, including access and toll revenues. Where technically feasible, SWBT will provide AT&T with recordings which will permit it to collect all revenues associated with the use of the local switching element. Where such capability is not available (e.g., originating 800 and terminating access calls), SWBT will continue to seek cost effective solutions and in the meantime will ensure that AT&T, as the local service provider, incurs no charges for the provision of such dialing capabilities to their customers.

Section 5.2.4.4 SWBT will make available to AT&T the ability to route all local Directory Assistance and Operator Services calls, e.g., 1+411, 0-, and 0+ seven or ten digit local, 1+ HNPA +555-1212) dialed by AT&T Customers to the AT&T Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter- or intraLATA PIC process directed by the FCC. To the extent that intraLATA calls are routed to AT&T OS and DA platforms, AT&T may complete such calls and receive the associated revenue.

Section 5.2.2.2.1.1 Until the implementation of intraLATA Dialing Parity, AT&T will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by an AT&T ULS Port.

**APPENDIX B**  
**AT&T v. SWBT ISSUES**

***Issue No. 2. IntraLATA Toll-OS/DA***

AT&T shall modify its proposed language by inserting “or” between resale services and unbundled network elements in Section 1.4, Attachment 1 as follows:

**Attachment 1**

Section 5.2.4.4 SWBT will make available to AT&T the ability to route all local Directory Assistance and Operator Services calls, e.g., 1+411, 0-, and 0+ seven or ten digit local, 1+ HNPA +555-1212) dialed by AT&T Customers to the AT&T Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter- or intraLATA PIC process directed by the FCC. To the extent that intraLATA calls are routed to AT&T OS and DA platforms, AT&T may complete such calls and receive the associated revenue.

**Appendix Customized Routing Resale**

Section 1.4 SWBT will make available to AT&T the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local) dialed by AT&T Customers directly to the AT&T Directory Assistance and Operator Services platform. If the State Commission rules or the Parties agree that AT&T is entitled to IntraLATA toll on resale services and/or unbundled switch elements, SWBT agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212, 1+HNPA-555-1212. For calls that SWBT delivers to AT&T with the required signaling and data, AT&T will complete the call.

***Issue No. 3. Application of Access Charges***

AT&T shall include its proposed language as modified:

**Attachment 6**

Section 2.19.1 Under the SWBT intrastate access tariff existing as of the effective date of the Agreement, which does not contain a residual interconnection charges (RIC), when AT&T purchases a SWBT Local Switching element, SWBT is allowed to recover only the carrier common line charge

**APPENDIX B**  
**AT&T v. SWBT ISSUES**

(CCLC) for all intrastate toll minutes of AT&T customer traffic traversing that Local Switching element. Upon the effective date of its restructured intrastate switched transport tariff, SWBT is allowed to recover from AT&T, when AT&T purchases a SWBT Local Switching element, the CCLC and 100% of the RIC for all intrastate toll minutes of AT&T customer traffic traversing that Local Switching element. SWBT recovery of the RIC and/or the CCLC under this Section will terminate on the earlier of: (a) December 31, 1997; (b) the date on which SWBT is authorized to offer in region interLATA service pursuant to Section 271 of the Act; or (c) the effective date of the Texas Commission decision that SWBT may not assess such charges.

Section 2.20 When AT&T purchases unbundled Network Elements to provide interexchange services or exchange access services, SWBT will not collect access charges from AT&T or other IXCs except for charges for exchange access transport services that an IXC elects to purchase from SWBT.

***Issue No. 4. Tandem Switching and Transport***

AT&T shall include its proposed language:

**Appendix Pricing, UNE**

Section 5.2.2.2.1.2.1 AT&T may provide exchange access transport services to IXCs, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls (post dialing parity) that are originated by local customers using SWBT unbundled local switching, AT&T may offer to deliver the calls to the PIC at the SWBT access tandem, with AT&T using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then AT&T will pay SWBT ULS-O usage, signaling, common transport, and tandem switching for such calls. SWBT will not bill any access charges to the PIC under this arrangement. AT&T may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by AT&T local customers using SWBT unbundled local switching.

**APPENDIX B**  
**AT&T v. SWBT ISSUES**

Section 5.2.2.2.1.2.2 If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls (post dialing parity) that are originated by AT&T local customers using SWBT unbundled local switching, then AT&T will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.

Section 5.2.2.2.1.3 When an IntraLATA or InterLATA toll call terminates to an AT&T ULS Port, AT&T will pay ULS-T charges and SWBT will not charge terminating access to AT&T or the IXC except that SWBT may bill the IXC for terminating transport in cases where the IXC has chosen SWBT as its transport provider.

*Issue No. 5. Billing for Toll-Free Calls*

AT&T shall include SWBT's proposed language:

Appendix Pricing, UNE

Section 5.2.2.3 Toll Free Calls

When AT&T uses ULS Ports to initiate an 800-type call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply.

Attachment 6

Section 9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an AT&T switch to the SWBT Toll Free Database, AT&T will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the Call Handling and Destination feature are per query and in addition to the Toll Free Database query charge,

**APPENDIX B  
AT&T v. SWBT ISSUES**

and will also be paid by AT&T. The Toll Free Database charges do not apply when AT&T uses SWBT's Unbundled Local Switching. These rates are reflected in Appendix Pricing UNE-Schedule of Prices under the label "Toll-Free Database."

***Issue No. 6. Ability to Bill Access***

AT&T shall include the following language:

**Attachment 10**

Where technically feasible, SWBT will provide AT&T with recordings which will permit it to render interLATA and intraLATA access bills and end-user bills associated with the use of unbundled network elements. Where such capability is not available (e.g., originating 800 and terminating access calls), SWBT will continue to seek cost effective solutions and in the meantime will ensure that AT&T, as the local service provider, incurs no charges for the provision of such dialing capabilities to their customers.

***Issue No. 7. Lost Data***

AT&T's proposed language shall be deleted:

**Attachment 10**

Sections 6.2-6.2.3.3.

**II. CUSTOMIZED ROUTING/OS/DA**

***Issue No. 1. Customized Routing***

SWBT shall provide customized routing by December 31, 1997, using the AIN solution. SWBT and AT&T shall test the solution for each of the switch types that are capable of supporting

**APPENDIX B**  
**AT&T v. SWBT ISSUES**

AIN prior to the statewide deployment on December 31, 1997. As requested, the language of the Further Stipulation should be included in the interconnection agreement between the parties.

AT&T shall include its proposed language for Sections 5.2.4.2, 5.2.3.2, 5.2.3.3 as modified. AT&T's proposed Sections 5.2.4.2 5.2.3.2 as shown in the matrix, and AT&T's 5.2.3.3 with the exception of the last sentence in the paragraph. Final rates and/or the rating methodology will be determined in the pricing phase of the arbitration. Customized routing using the interim LCC method may be developed on an ICB basis.

**Attachment 6**

Section 5.2.4.2 SWBT agrees to provide AT&T no later than July 15, 1997 a schedule for deployment of AIN solution for customized routing in each of its end offices. SWBT agrees that the AIN solution to customized routing will be implemented in all end offices by December 31, 1997. To the extent that the AIN solution is available prior to that date, the parties agree that testing between the parties will begin as AIN becomes available on an end-office by end-office basis and the AIN solution will be deployed on the same end-office by end-office basis as it becomes available.

Section 5.2.3.2 (New) Pricing for customized routing will be determined in pending cost proceedings before the Texas Public Utility Commission. While it is contemplated that the pricing will be approved prior to full implementation of the AIN solution, the parties agree that to the extent customized routing is provided prior to such decision, AT&T will pay at a rate of 50% of the applicable AIN rates quoted in SWBT's letter dated April 28, 1997 subject to a true-up following the issuance of a commission approved rate. This applies to up-front rates, per switch rates, and per line rates. The true-up will be for the entire period for which the AIN solution has been provided to AT&T. SWBT has agreed to make cost studies available to support the rates quoted for AIN customized routing in the context of the currently pending cost proceeding.

Section 5.2.3.3 (New, with modifications.) Prior to the deployment of AIN solution, SWBT will provide OS/DA services to AT&T on the following terms: (1) Branding will be provided at a rate