

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC PCROW 1	6.11(a) CLEC will notify SBC MISSOURI not less than <u>48 hours</u> in advance before entering SBC MISSOURI's conduit system to perform non-emergency work operations. Such operations shall be conducted during normal business hours	6.11(a) CLEC will notify SBC MISSOURI not less than 5 business days in advance before entering SBC MISSOURI's conduit system to perform non-emergency work operations. Such operations shall be	SBC's language is most consistent with the Arbitrator's Report.
CC PCROW 2	6.11(d) <u>Where CLEC personnel, certified based on industry standards, perform installation, maintenance and similar routine work at SBC MISSOURI sites, SBC MISSOURI may, at its option, send one or more employees to review such</u>	6.11(d) A single authorized employee or representative of SBC MISSOURI may be present any time when CLEC or personnel acting on CLEC's behalf enter or perform work within SBC	AT&T's language is most consistent with the Arbitrator's Report.
AT&T PCROW 2	6.11(d) A single authorized employee or representative of SBC MISSOURI may be present any time when AT&T or personnel acting on AT&T's behalf enter or perform work within SBC MISSOURI's conduit system. Each party must obtain any necessary authorization from appropriate authorities to open manholes. If SBC MISSOURI's representative was on site during the entirety of AT&T's installation and SBC was able to review all work performed, then SBC MISSOURI will not conduct a separate post-construction inspection, but the SBC MISSOURI representative shall be allowed reasonable time to complete the review of whether or not AT&T has properly completed the installation, provided that SBC MISSOURI's review shall not unreasonably delay completion of the installation by AT&T. If an SBC MISSOURI representative on site has not had the opportunity to review all of the installation work when AT&T notifies SBC MISSOURI that installation is complete, then the work to complete the review will not be considered to be a separate post-construction inspection.	6.11(d) A single authorized employee or representative of SBC MISSOURI may be present any time when AT&T or personnel acting on AT&T's behalf enter or perform work within SBC MISSOURI's conduit system. AT&T shall reimburse SBC MISSOURI for costs associated with the presence of SBC MISSOURI's authorized employee or representative. Each party must obtain any necessary authorization from appropriate authorities to open manholes. If SBC MISSOURI's representative was on site during the entirety of AT&T's installation and SBC was able to review all work performed, then SBC MISSOURI will not conduct a separate post-construction inspection, but the SBC MISSOURI representative shall be allowed reasonable time to complete the review of whether or not AT&T has properly completed the installation, provided that SBC MISSOURI's review shall not unreasonably delay completion of the installation by AT&T. If an SBC MISSOURI representative on site	AT&T's language is most consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC PCROW 4	<p>8.02(b) <u>SBC MISSOURI has adopted interim procedures which enable pole, duct, and conduit space to be provisionally assigned to CLEC and other applicants prior to the submission of formal applications required pursuant to Section 9.02 of this Appendix. Where indicated below, the interim procedures shall apply, on a nondiscriminatory basis, to the assignment of space to SBC MISSOURI as well as to CLEC and other applicants. The procedures enable CLEC and other applicants, by written notice, to advise SBC MISSOURI of their intent to occupy unassigned space which appears, from SBC MISSOURI's records, to be available for assignment. Upon receipt of such notice, SBC MISSOURI shall date-and time-stamp the notice and provisionally assign the space selected by CLEC or such other applicant by logging and recording the assignment (and date and time of assignment) in the appropriate SBC MISSOURI records, which records will be available for inspection as provided in Section 7.03 of this Appendix. Space provisionally assigned to CLEC or such other applicant shall not be available for assignment to any other</u></p>	<p>9.01 Licenses Required. CLEC shall apply in writing for and receive a license before attaching facilities to specified SBC MISSOURI poles or placing facilities within specified SBC MISSOURI ducts or conduits manholes, or handholes. License applications and information received by SBC MISSOURI in connection with such applications shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).</p>	<p>The CLEC Coalition's language is not consistent with the Arbitrator's Report.</p>
	<p>(1) <u>Before giving SBC MISSOURI a notice of its intent to occupy unassigned space, CLEC shall make a good faith determination that it actually plans to occupy such space. The assignment process shall not be used by either party for the purpose of holding or reserving space which such party does not plan to use or for the purpose of precluding SBC MISSOURI or any other person or entity from utilizing or having access to SBC MISSOURI's poles, ducts, conduits, or rights-of-way.</u></p>	<p>9.05(a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by SBC MISSOURI or its authorized representative. Primary purposes of the field inspection will be to enable SBC MISSOURI to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate CLEC's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SBC MISSOURI's poles, ducts, conduits, rights-of-way, and associated facilities for CLEC's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work.</p>	<p>The CLEC Coalition's language is not consistent with the Arbitrator's Report.</p>

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	<p><u>(2) With respect to unassigned conduit occupancy space, the notice must include all information required to enable SBC MISSOURI and joint users, including other persons or entities which may from time to time seek space in the same ducts and conduits, to determine the specific space which CLEC desires to occupy. The notice must, therefore, include, at a minimum, the following information:</u></p>	<p>10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of CLEC's representations or SBC MISSOURI's field inspection, if any, SBC MISSOURI determines that no make-ready work is necessary to accommodate CLEC's facilities, SBC MISSOURI will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to CLEC for immediate access in accordance with Section 10.09.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
	<p><u>(i) the specific conduit sections, and each manhole, to be occupied;</u></p>	<p>10.09 License and Attachment. After all required make-ready work is completed, SBC MISSOURI will issue a license confirming that CLEC may attach specified facilities to SBC MISSOURI's poles or place specified facilities in SBC MISSOURI's conduit system. CLEC shall have access to attach or place only those facilities specifically described in licenses subject to this Appendix, and no others, except as otherwise specifically provided in (a) this Appendix, (b) any other written agreement between the parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.</p>	<p>The CLEC Coalition's language is not consistent with the Arbitrator's Report.</p>
	<p><u>(ii) the number of ducts, and number of inner ducts, to be occupied by CLEC within each conduit section;</u></p>		<p>The CLEC Coalition's language is not consistent with the Arbitrator's Report.</p>
	<p><u>(iii) the physical size (diameter) of the cables to be placed in such duct, if known, or the maximum and minimum sizes of the cables which may be placed if more than one size cable is being considered for the space to be occupied;</u></p>		<p>The CLEC Coalition's language is not consistent with the Arbitrator's Report.</p>

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	<u>(iv) the anticipated use by CLEC of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(v) CLEC's best estimates of the dates when CLEC plans to begin and complete construction at the sites specified in the notice; and</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(vi) if applicable, a conspicuous statement (e.g., the words "immediate occupancy" in capital letters) or indication that CLEC intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Appendix.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(3) With respect to unassigned pole space, such notice must include all information required to enable SBC MISSOURI and other joint users, including other persons or entities seeking space on the same poles, to determine the specific space which CLEC desires to occupy. The notice must, therefore, include, at a minimum, the following information:</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(i) the specific poles to be occupied;</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(ii) the specific space on each pole to be occupied, including the height (distance from the ground) of the attachment and the side (road or field) where the attachment is to be made;</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(iii) the anticipated number and types of cables to be attached, together with the anticipated physical size (diameter) and weight (weight per foot) of such cables, and the anticipated number and types of strands, if any, to be used to support the cables, such information to be sufficient to give notice to SBC MISSOURI and other joint users of the remaining space on the pole available and what facilities modification, capacity expansion, or make-ready work may be required of subsequent applicants as a result of the provisional assignment of space to CLEC;</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	<u>(iv) the anticipated use by CLEC of any infrequent construction techniques and connectivity solutions authorized under Section 6.03 to avoid high or unusual expenditures;</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(v) CLEC's best estimates of the dates when CLEC plans to begin and complete construction at the sites specified in the notice;</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(vi) if applicable, a conspicuous statement (e.g., the words "immediate occupancy" in capital letters) or indication that CLEC intends to occupy the space before the issuance of a license, as provided in Section 8.03 of this Appendix.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(4) No later than 30 days after giving such notice, CLEC shall file an application under Section 9.02 or the provisional assignment shall lapse.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(5) As stated in Section 7.03(b), SBC MISSOURI does not represent that its records accurately reflect the information necessary to enable CLEC to rely upon a records-based assignment process. SBC MISSOURI shall have no duty to verify that space provisionally assigned pursuant to this subsection is actually available until CLEC has formally applied for the space and SBC MISSOURI has completed the pre-license survey.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(c) Assignments made prior to the issuance of a license shall be provisional assignments and shall be subject to modification if it is subsequently determined that the space selected by CLEC is already occupied or that a different assignment is required to comply with SBC MISSOURI's standards for assigning pole, duct, and conduit occupancy space.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	<p>8.02(i) <u>At CLEC's election, CLEC may file an application for access which specifically requests that the space sought by CLEC not be assigned to CLEC immediately and not be recorded immediately in the SBC MISSOURI records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.03 of this Appendix. In that event, the space sought by CLEC will not be assigned to CLEC and will remain available for assignment to others without restriction until such time as such space is formally assigned to CLEC in accordance with CLEC's written instructions and the assignment is recorded in the records available for inspection under Section 7.03. The assignment shall be made no later than the date of issuance to CLEC of a license confirming that CLEC has the right to occupy the space described in the license. In the event that CLEC elects to proceed under this subsection, CLEC's obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in</u></p>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<p>9.01 Licenses Required. <u>Except as otherwise specifically permitted in this Appendix, CLEC shall apply in writing for and receive a license before attaching facilities to specified SBC MISSOURI poles or placing facilities within specified SBC MISSOURI ducts or conduits manholes, or handholes. License applications and information received by SBC MISSOURI in connection with such applications shall be subject to the provisions of Article 27 of this Appendix (Confidentiality of Information).</u></p>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	9.05(a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by SBC MISSOURI or its authorized representative. Primary purposes of the field inspection will be to enable SBC MISSOURI to (1) confirm or determine the facilities modification, capacity expansion, and make-ready work, if any, necessary to accommodate CLEC's facilities; (2) plan and engineer the facilities modification, capacity expansion, and make-ready work, if any, required to prepare SBC MISSOURI's poles, ducts, conduits, rights-of-way, and associated facilities for CLEC's proposed attachments or occupancy; and (3) estimate the costs associated with such facilities modification, capacity expansion, or make-ready work. <u>SBC MISSOURI may dispense with the field inspection if it appears that the information necessary to process CLEC's license application is already available from existing sources, including the application forms and such other information as may be</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If, on the basis of CLEC's representations or SBC MISSOURI's field inspection, if any, SBC MISSOURI determines that no make-ready work is necessary to accommodate CLEC's facilities, SBC MISSOURI will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to CLEC for immediate <u>occupancy</u> . <u>Immediate occupancy prior to the issuance of a license shall be governed by Section 8.02.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	10.09 License and Attachment. After all required make-ready work is completed, SBC MISSOURI will issue a license confirming that CLEC may attach specified facilities to SBC MISSOURI's poles or place specified facilities in SBC MISSOURI's conduit system. CLEC shall have access to attach or place only those facilities specifically described in licenses subject to this Appendix, and no others, except as otherwise specifically provided in (a) <u>Sections 8.03 and 12.03 or other provisions of this Appendix</u> , (b) any other written agreement between the parties providing for such access, or (c) the provisions of any applicable tariffs or commission orders.		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>12.03(c) CLEC's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to CLEC as provided in subsections (a) and (b) above; provided, however, that if attachment space already licensed to CLEC on a given SBC MISSOURI pole is not adequate for CLEC's drive rings or J-hooks, CLEC may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below CLEC's licensed attachment space as described in subsection (b) above. No additional attachment charges shall apply with respect to drive rings and J-hooks installed outside CLEC's licensed attachment space as provided in this subsection.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	<p>(d) <u>If CLEC has not already been licensed attachment space on a given pole, CLEC may, when necessary, install drive rings and J-hooks on unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify SBC MISSOURI of the attachment. Such notification shall be made on a form to be developed by SBC MISSOURI for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a prelicense survey or other inquiry by SBC MISSOURI, and SBC MISSOURI shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license unless its specifically requested by CLEC to do so; provided, however, that a conditionally granted application under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this section or other provisions of this Appendix. Drive-rings and J-hooks installed pursuant to this subsection are pole attachments and c</u></p>		<p>The CLEC Coalition's language is not consistent with the Arbitrator's Report.</p>
	<p>(e) <u>Notwithstanding the provisions of subsections (c)-(d) above, CLEC may not install drive rings and J-hooks in space assigned to SBC MISSOURI or another joint user without the approval of SBC MISSOURI or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of such space by SBC MISSOURI or other joint users. If the presence of such CLEC facilities in space not assigned to CLEC will block or preclude the use of assigned or otherwise assignable space by SBC MISSOURI or other joint users, CLEC shall, on SBC MISSOURI's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.</u></p>		<p>The CLEC Coalition's language is not consistent with the Arbitrator's Report.</p>

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	<u>(f) SBC MISSOURI may not install drive rings and J-hooks in space assigned to CLEC without CLEC's approval and shall, at CLEC's request, promptly relocate the facilities in order to accommodate CLEC's facilities and bear all expenses associated with such relocation. If SBC MISSOURI drive rings or J-hooks have been installed in space subsequently assigned to CLEC, or if the presence of SBC MISSOURI drive rings or J-hooks blocks or precludes the use of otherwise assignable space on SBC MISSOURI's poles, SBC MISSOURI shall, at CLEC's request, relocate such facilities, if it is feasible to do so, as make-ready work.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
	<u>(g) CLEC shall, at the request of SBC MISSOURI or another joint user, at CLEC's expense, promptly relocate or, if necessary, remove any drive rings and J-hooks placed on SBC MISSOURI's poles other than as permitted in this section.</u>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC PCROW 5	9.02(c) Each application for a license under this Appendix shall include the following information, at a minimum:	9.02(c) Each application for a license under this Appendix shall include the following information, at a minimum:	SBC's language is most consistent with the Arbitrator's Report.
	(1) the poles, ducts, and conduits (including all manholes) along CLEC's proposed route to or within which CLEC desires to attach or place its facilities, as well as associated maps and manhole detailed butterfly drawings;	(1) the poles, ducts, and conduits (including all manholes) along CLEC's proposed route to or within which CLEC desires to attach or place its facilities, as well as associated maps and manhole detailed butterfly drawings, wind loading, bending moment, vertical loading and associated strand maps	SBC's language is most consistent with the Arbitrator's Report.
CC PCROW 6	9.02(f) CLEC acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SBC MISSOURI, that it may be necessary for SBC MISSOURI to rearrange its facilities or	9.02(f) CLEC acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SBC MISSOURI, that it may be necessary for SBC	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	perform other make-ready work on poles other than poles it owns or controls in order to accommodate CLEC's request for access to SBC MISSOURI's poles and that, at the time an application is submitted, <u>it may be difficult for CLEC to determine with certainty whether a particular pole is owned or controlled by SBC MISSOURI or by another entity. Accordingly, the application shall, to the extent feasible,</u> identify all poles utilized by SBC MISSOURI (without regard to ownership) along the proposed route.	MISSOURI to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate CLEC's request for access to SBC MISSOURI's poles and that, at the time an application is submitted, CLEC shall identify the owner of all poles utilized by SBC MISSOURI (without regard to ownership) along the proposed route. If CLEC does not identify the owner of all poles, CLEC may contract with SBC MISSOURI to do so, at CLEC's expense.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
AT&T PCROW 3	(f) AT&T acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SBC MISSOURI, that it may be necessary for SBC MISSOURI to rearrange its facilities or	(f) AT&T acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities) other than SBC MISSOURI, that it may be necessary for SBC	AT&T's language is most consistent with the Arbitrator's Report.
	perform other make-ready work on poles other than poles it owns or controls in order to accommodate AT&T's request for access to SBC MISSOURI's poles and that, at the time an application is submitted, <u>it may be difficult for AT&T to determine with certainty whether a particular pole is owned or controlled by SBC MISSOURI or by another entity. Accordingly, the application shall, to the extent feasible,</u> identify all poles along the proposed route on the application.	MISSOURI to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate AT&T's request for access to SBC MISSOURI's poles and that, at the time an application is submitted, AT&T shall identify the owner of all poles along the proposed route on the application. If AT&T does not identify the owner of all poles, AT&T may contract with SBC MISSOURI to do so, at AT&T's expense.	

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC PCROW 7	10.02(c) SBC MISSOURI agrees to remove cables at its expense that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is “frozen” in a duct and would require excavation to remove, CLEC, at its option, may excavate the obstruction or request that SBC MISSOURI excavate the obstruction. The excavation would be at CLEC’s expense.	10.02(c) SBC MISSOURI agrees to remove cables at CLEC’s expense that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is “frozen” in a duct and would require excavation to remove, CLEC, at its option, may excavate the obstruction or request that SBC MISSOURI excavate the obstruction. The excavation would be at CLEC’s expense.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC PCROW 8	16.01 SBC MISSOURI’S Right to Make Periodic or Spot Inspections. SBC MISSOURI shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC’s facilities attached to SBC MISSOURI’S poles or placed within SBC MISSOURI’S ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to SBC MISSOURI’S poles or placed in SBC MISSOURI’S conduit system are in compliance with the terms of this Appendix and licenses hereunder), <u>SBC MISSOURI may charge CLEC for inspection expenses only if the inspection reflects that CLEC is in substantial noncompliance with the terms of this Appendix.</u>	16.01 SBC MISSOURI’S Right to Make Periodic or Spot Inspections. SBC MISSOURI shall have the right, but not the duty, to make periodic or spot inspections at any time of CLEC’s facilities attached to SBC MISSOURI’S poles or placed within SBC MISSOURI’S ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to SBC MISSOURI’S poles or placed in SBC MISSOURI’S conduit system are in compliance with the terms of this Appendix and licenses hereunder).	SBC's language is most consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
		(a) If Attaching Party's facilities are in compliance with this Agreement, there will be no charge incurred by CLEC COALITION for the periodic inspection. If CLEC COALITION's facilities are not in compliance with this Agreement, SBC MISSOURI may charge Attaching Party for the inspection. The cost of Periodic Inspections will be paid by the Attaching Parties with 2% or greater of their attachments in violation. The amount paid by CLEC COALITION shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.	SBC's language is most consistent with the Arbitrator's Report.
	If the inspection reflects that CLEC's facilities are not in compliance with the terms of this Appendix, CLEC shall bring its facilities into compliance <u>promptly after being notified of such noncompliance</u> and shall notify SBC MISSOURI in writing when the facilities have been brought into compliance.	(b) If the inspection reflects that CLEC's facilities are not in compliance with the terms of this Appendix, CLEC shall within 30 days after notification commence the work to bring its facilities into compliance and shall diligently pursue completion of such work within a mutually agreeable period of time thereafter. CLEC shall notify SBC MISSOURI in writing when the facilities have been brought into compliance. If any make ready or modification work to SBC MISSOURI's Structure is required to bring CLEC's facilities into compliance, CLEC shall provide notice to SBC MISSOURI and the make ready work or modification will be treated in the same fashion as make ready work or modifications for a new request for attachment.	SBC's language is most consistent with the Arbitrator's Report.
AT&T PCROW 4	16.01 (a) <u>Intentionally Left Blank.</u>	16.01 (a) If Attaching Party's facilities are in compliance with this Agreement, there will be no charge incurred by AT&T for the periodic	SBC's language is most consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
		inspection. If AT&T's facilities are not in compliance with this Agreement, SBC MISSOURI may charge Attaching Party for the inspection. The cost of Periodic Inspections will be paid by the Attaching Parties with 2% or greater of their attachments in violation. The amount paid by AT&T shall be the percentage that their violations bear to the total violations of all Attaching Parties found during the inspection.	
CC PCROW 9	None.	16.03 Post-Construction Inspections. SBC MISSOURI, at CLEC's expense and in accordance with Section 6.11(d), may conduct a post-construction inspection of CLEC's attachment to SBC MISSOURI's poles, conduits or right-of-way for the purpose of determining the conformance of the attachments to the occupancy permit. SBC MISSOURI will provide CLEC advance written notice of proposed date and time of the post-construction inspection. CLEC may accompany SBC MISSOURI on the post-construction inspection.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
AT&T PCROW 5	16.03 Post-Construction Inspections. SBC MISSOURI and in accordance with Section 6.11(d), may conduct a post-construction inspection of AT&T's attachment to SBC MISSOURI's poles, conduits or rights-of-way for the purpose of determining the conformance of the attachments to the occupancy permit. SBC MISSOURI will provide AT&T advance written notice of proposed date and time of the post-construction inspection. AT&T may accompany SBC MISSOURI on the post-construction inspection	16.03 Post-Construction Inspections. SBC MISSOURI, at AT&T's expense and in accordance with Section 6.11(d), may conduct a post-construction inspection of AT&T's attachment to SBC MISSOURI's poles, conduits or rights-of-way for the purpose of determining the conformance of the attachments to the occupancy permit. SBC MISSOURI will provide AT&T advance written notice of proposed date and time of the post-construction inspection. AT&T may accompany SBC MISSOURI on the post-construction inspection	AT&T's language is most consistent with the Arbitrator's Report.
AT&T PCROW 1	3.29 <u>Intentionally Left Blank.</u>	3.29 Periodic Inspections. The term “periodic inspections” refers to inspections that are planned and scheduled by SBC MISSOURI, at least two years apart unless in SBC MISSOURI's judgment such inspections are required more often because of an alleged violation of the terms of this Appendix. The purpose of periodic inspections, is to inspect the facilities of CLEC's attached to SBC MISSOURI's structure, (poles, conduits, and right of ways). SBC MISSOURI may inform the CLEC that SBC MISSOURI is scheduling an inspection of the CLEC's facilities. See section 3.41 regarding spot inspections.	AT&T's language is most consistent with the Arbitrator's Report.
	3.41 <u>Intentionally Left Blank.</u>	3.41 Spot Inspections. The term “spot inspections” refers to spontaneous inspections done by SBC MISSOURI, which may be initiated, because SBC MISSOURI has observed a safety hazard caused by a CLEC attached to an SBC MISSOURI structure. SBC MISSOURI may decide to perform a more through inspection as a result of the observed safety hazard.	AT&T's language is most consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	16.01 SBC MISSOURI's Right to Make Inspections. SBC MISSOURI shall have the right, but not the obligation, to make inspections at any time of AT&T's facilities attached to SBC MISSOURI's poles or placed within SBC MISSOURI's ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to SBC MISSOURI's poles or placed in SBC MISSOURI's conduit system are in compliance with the terms of this Appendix and licenses hereunder.	16.01 SBC MISSOURI's Right to Make Periodic or Spot Inspections. SBC MISSOURI shall have the right, but not the obligation, to make periodic or spot inspections at any time of AT&T's facilities attached to SBC MISSOURI's poles or placed within SBC MISSOURI's ducts, conduits, or rights-of-way. Such inspection may be conducted for the purpose of determining whether facilities attached to SBC MISSOURI's poles or placed in SBC MISSOURI's conduit system are in compliance with the terms of this Appendix and licenses hereunder.	AT&T's language is most consistent with the Arbitrator's Report.
Sprint Structure Access 1c	C. 11.1.4 <u>Attaching Party may assign its rights, delegate its benefits, and delegate its duties and obligations under this Appendix, without SBC-13STATE's consent, to any entity controlling, controlled by, or under common control with Attaching Party or which acquires or succeeds to ownership of substantially all of Attaching Party's assets. Attaching Party shall give SBC-13STATE at least thirty (30) days written notice prior to such assignment or transfer of its rights or obligations under this Appendix. Any other assignment or transfer by Attaching Party requires the prior written consent of SBC-13STATE, which consent shall not be unreasonably withheld.</u> No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured SBC-13STATE's prior written consent, (if required) w	11.1.4. No assignment or transfer by Attaching Party of rights under this Agreement, occupancy permit subject to this Agreement, or authorizations granted under this Agreement shall be effective until Attaching Party, its successors, and assigns have complied with the provisions of this article, secured SBC-13STATE's prior written consent, (if required) which shall not be unreasonably withheld, to the assignment or transfer, if necessary and given SBC 13STATE notice of the assignment or transfer pursuant to Section 11.3	Sprint's language is most consistent with the Arbitrator's Report.
Sprint Structure Access 2	11.1.2.1 Intentionally Left Blank	11.1.2 Overlapping of Attaching Party's facilities on SBC-13STATE poles by a third party will be allowed under the following conditions:	Sprint's language is most consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
	11.1.2.4 Intentionally Left Blank	11.1.2.1 The Overlapping entity must enter into an Appendix with SBC-13STATE for access to SBC-13STATE Structures and abide by the terms and conditions of such an Occupancy Permit.	Sprint's language is most consistent with the Arbitrator's Report.
		11.1.2.2 The Overlapping entity must obtain written approval from the Attaching Party and provide a copy to SBC-13STATE prior to submitting a request for access to structure.	Sprint's language is most consistent with the Arbitrator's Report.
		11.1.2.3The Overlapping party must submit a written request for access to structure, and indicate on the request that the request is for Overlapping of an existing attachment of the Attaching Party.	Sprint's language is most consistent with the Arbitrator's Report.
		11.1.2.4 The Overlapping entity is responsible for paying the fees for Overlapping in APPENDIX I and/or APPENDIX PRICING which are separate and in addition to the fees paid by the Attaching Party.	Sprint's language is most consistent with the Arbitrator's Report.

Attachment VIII.A Detailed Language			
DP Issue: Section VIII: POLES, CONDUITS, AND RIGHTS-OF-WAY			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Sprint Structure Access 3	<p>15.1 To the extent SBC-13STATE has the authority to do so, SBC-13STATE grants Attaching Party a right to use any rights-of-way for SBC-13STATE poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on SBC-13STATE's poles, ducts or conduits. <u>To the extent SBC-13State grants Attaching Party use of any rights-of-way, SBC-13State will provide written documentation evidencing the right granted to Attaching Party.</u> Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the SBC-13STATE pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, rights-of-way, license, permit, per</p>	<p>15.1 To the extent SBC-13STATE has the authority to do so, SBC-13STATE grants Attaching Party a right to use any rights-of-way for SBC-13STATE poles, ducts, or conduits to which Attaching Party may attach its facilities for the purposes of constructing, operating and maintaining such Attaching Party's facilities on SBC-13STATE's poles, ducts or conduits. Notwithstanding the foregoing, Attaching Party shall be responsible for determining the necessity of and obtaining from private and/or public authority any necessary consent, easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the SBC-13STATE pole, duct or conduit to which Attaching Party seeks to attach its facilities. Attaching Party shall furnish proof of any such easement, rights-of-way, license, permit, permission, certification, or franchise within thirty</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>