



## **ATTACHMENT 13 - 251(C)(3) UNES**



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## 1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions pursuant to which AT&T-22STATE will furnish CLEC with access to Unbundled Network Elements pursuant to Section 251(c)(3) of the Telecommunications Act (herein referred to as “251(c)(3) UNEs” or “UNEs”) for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3)) in AT&T-22STATE’s incumbent local Exchange areas.
- 1.2 Nothing contained in the Agreement shall be deemed to constitute consent by AT&T-22STATE that any item identified in this Agreement as a UNE or network element is a network element or UNE under Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders, that AT&T-22STATE is required to provide to CLEC alone, or in combination with other network elements or UNEs (251(c)(3) or otherwise), or commingled with other network elements, UNEs (251(c)(3) or otherwise) or other services or facilities.
- 1.3 The preceding includes without limitation that AT&T-22STATE shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving AT&T-22STATE network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes.
- 1.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an Unbundled Network Element or 251(c)(3) UNE in this Agreement is Declassified or is otherwise no longer a 251(c)(3) UNE, then the Transition Procedure defined in Section 3.5 below, shall govern.
- 1.5 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T-22STATE may elect at its own discretion. AT&T-22STATE will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, AT&T-22STATE shall not be required to provide 251(c)(3) UNEs.
- 1.6 251(c)(3) UNEs provided to CLEC under the provisions of this Attachment shall remain the property of AT&T-22STATE.
- 1.7 Subject to the terms herein, AT&T-22STATE is responsible only for the installation, operation and maintenance of the 251(c)(3) UNEs it provides. AT&T-22STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those 251(c)(3) UNEs.
- 1.8 Where 251(c)(3) UNEs provided to CLEC are dedicated to a single End User, if such 251(c)(3) UNEs are for any reason disconnected they shall be made available to AT&T-22STATE for future provisioning needs, unless such 251(c)(3) UNE is disconnected in error. The CLEC agrees to relinquish control of any such 251(c)(3) UNE concurrent with the disconnection of a CLEC’s End User’s service.
- 1.9 Intentionally Left Blank..
- 1.10 When an End User of CLEC elects to discontinue service and to transfer service to another local exchange carrier, including AT&T-22STATE, AT&T-22STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-22STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.

## 2.0 Definitions

- 2.1 AT&T-22STATE Premise(s) means as defined in Attachment 12 – Collocation.
- 2.2 “Building” or “same building” means a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway.
- 2.3 “Commingling” or “Commingled Arrangement” means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T-22STATE, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services.

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- 2.4 “Declassified UNE” or “Declassified” means a UNE that ceases to be a UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders.
- 2.5 “Demarcation Point” means the point on the loop where AT&T-22STATE’s control of the wire ceases and the End User’s control (or in the case of some multi-unit premises, the landlord’s control) of the wire begins.
- 2.6 “Enhanced Extended Link (EEL)” means a 251(c)(3) UNE combination consisting of an Unbundled Local Loop(s) and Unbundled Dedicated Transport (UDT), together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities subject to the Cap limitations as identified within the Unbundled Local Loop and Unbundled Transport sections below. A DS1 or higher EEL is required to terminate in a Collocation arrangement that meets the requirements of Section 6.4.3.1 below of this Attachment (e.g., the end of the UDT that is opposite the end connected to the 251(c)(3) UNE Local Loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.7 “Fiber to the Curb (FTTC) Loops” means local Loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User’s premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU’s MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User’s premises.
- 2.8 “Fiber to the Home (FTTH) Loops” means local Loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User’s premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).
- 2.9 “Hybrid UNE Loop” means a Local UNE Loop composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire and cable, usually in the distribution plant. AT&T-22STATE shall provide CLEC access to Hybrid UNE Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2).
- 2.10 “Unbundled Local Loop(s) (UNE Loop)” means a transmission facility between a distribution frame (or its equivalent) in an AT&T-22STATE central office and the UNE Loop Demarcation Point at an End User premises. Facilities that do not terminate at a Demarcation Point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier’s switch or premises, a cell site, mobile switching center or base station, do not constitute UNE Loops. The UNE Loop includes all features, functions, and capabilities of the transmission facilities, including the Network Interface Device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User’s premises, including inside wire owned or controlled by AT&T-22STATE.
- 2.11 “Network Interface Device (NID)” means any interconnection of End User premises wiring to AT&T-22STATE’s distribution UNE Loop facilities, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the UNE Loop and the End User’s inside wire.
- 2.12 “Ratcheting” means a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 2.13 “Route” means a transmission path between one of AT&T-22STATE’s Wire Centers or switches and another of AT&T-22STATE’s Wire Centers or switches. A Route between two points (e.g., Wire Center or switch “A” and Wire Center or switch “Z”) may pass through one or more intermediate Wire Centers or switches (e.g., Wire Center or switch “X”). Transmission paths between identical end points (e.g., Wire Center or switch “A” and Wire Center or switch “Z”) are the same Route, irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
- 2.14 “Unbundled Dedicated Transport (UDT)” means AT&T-22STATE interoffice transmission facilities between Wire Centers or switches owned by AT&T-22STATE, or between Wire Centers or switches owned by AT&T-22STATE and switches owned by requesting Telecommunications Carriers, dedicated to a particular End User or carrier. AT&T-
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22STATE is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of AT&T-22STATE Wire Centers.

- 2.15 “UNE Dedicated Transport Dark Fiber/Dark Fiber Transport” means AT&T-22STATE dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within AT&T-22STATE’s network, connecting AT&T-22STATE switches or Wire Centers within a LATA. Dedicated Transport Dark Fiber consists of un-activated optical interoffice transmission facilities.

### 3.0 General Provisions

- 3.1 The rates for UNEs, UNE Combinations and Other Services are set forth in the Pricing Schedule.
- 3.2 If CLEC procures any UNEs, UNE Combinations and/or Other Services for which rates are not currently in the Pricing Schedule, AT&T-22STATE then reserves the right to charge a current state-specific price/market-based rate.
- 3.3 Without limitation, a UNE under this Agreement is Declassified upon or by (a) the issuance of an effective finding by a court or regulatory agency acting within its authority that requesting Telecommunications Carriers are not impaired without access to a particular UNE; or (b) an effective determination by a legislative, judicial or regulatory body finding that an ILEC is not required, or is no longer required, to provide the UNE pursuant to Section 251(c)(3) of the Act; or (c) the absence, by vacatur or otherwise, of a legally effective FCC rule requiring the provision of the UNE on an unbundled basis pursuant to Section 251(c)(3). By way of example only, a UNE can be Declassified generally, or on an element-specific, Route-specific or geographically-specific basis or on a class of elements basis. For declassification of elements as the result of changes to Wire Center designations, Section 14.0 below shall apply.
- 3.4 If this Agreement requires or appears to require UNE(s) or the unbundling of an element without specifically noting a particular UNE or UNEs, the reference shall be deemed to be a reference to 251(c)(3) UNE(s), as defined in this Attachment. If a UNE is Declassified or is not required to be provided under this 251(c)(3) UNE Attachment and/or not described in this 251(c)(3) UNE Attachment, it is the Parties’ intent that the UNE is not available under this Agreement, notwithstanding any reference to the UNE elsewhere in the Agreement, including in any other Attachment, or in the Pricing Schedule.
- 3.5 Transition Procedure for UNEs that are Declassified during the Term of the Agreement:
- 3.5.1 The procedure set forth in this Section does not apply to the Declassification events described in Sections 8.1.4 below, Section 9.1.7 below which set forth the consequences for Declassification of DS1 and DS3 Loops, DS1 and DS3 Transport and Dark Fiber Transport, where applicable Caps are met, or where Declassification occurs because Wire Centers/Routes meet the criteria set forth in the FCC’s TRO Remand Order (TRRO).
- 3.5.1.1 AT&T-22STATE shall only be obligated to provide Section 251 (c)(3) UNEs under this Agreement as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders. To the extent an element described as a UNE or an Unbundled Network Element in this Agreement is Declassified or is otherwise no longer a UNE, AT&T-22STATE may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other UNEs or other elements or services. Accordingly, in the event one or more elements described as UNEs or as Unbundled Network Elements in this Agreement is Declassified or is otherwise no longer a UNE, AT&T-22STATE will identify such Declassified UNEs and provide written Notice to CLEC of its discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) has been previously provided. During a “Transitional Period” of thirty (30) calendar days from the date of such Notice, AT&T-22STATE agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written Notice, CLEC will cease ordering elements that are identified as Declassified or as otherwise no longer being available as a UNE in the AT&T-22STATE Notice letter. AT&T-22STATE reserves the right to review CLEC’s orders transmitted to AT&T-22STATE and to the extent that CLEC has processed orders and such orders are provisioned after the Transitional Period, such elements are still subject to this Section, including the options set forth in (a) and (b) below, and AT&T-

22STATE's rights of discontinuance or conversion in the event the options are not accomplished. During the Transitional Period, the following options are available to CLEC with regard to the element(s) identified in the AT&T-22STATE Notice, including the combination or other arrangement in which the element(s) were previously provided:

3.5.1.1.1 CLEC may issue a Local Service Request (LSR) or Access Service Request (ASR), as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided; or

3.5.1.1.2 AT&T-22STATE and CLEC may agree upon another service arrangement or element (e.g., via a separate agreement at market-based rates to the extent AT&T-22STATE offers such an agreement, or an equivalent tariffed AT&T-22STATE service, or resale), or may agree that an analogous access product or service may be substituted, if available.

3.5.2 Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement, at the end of that thirty (30) calendar day Transitional Period described in Section 3.5.1.1 above, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under (a), above, and/or if CLEC and AT&T-22STATE have failed to reach agreement under (b), above, as to a substitute service arrangement or element, then AT&T-22STATE may, at its sole option, disconnect the element(s), whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available.

#### 4.0 Responsibilities Of The Parties

4.1 AT&T-22STATE will provide access to UNEs for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3).

4.2 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

4.3 CLEC's use of any AT&T-22STATE UNE, or of its own equipment or facilities in conjunction with any AT&T-22STATE UNE, must not materially interfere with or impair service over any facilities of AT&T-22STATE, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written Notice and opportunity to cure, AT&T-22STATE may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.

4.4 Where processes for any UNE provided pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, AT&T-22STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management guidelines found on AT&T CLEC Online website.

#### 4.5 Performance of UNEs:

4.5.1 Each UNE will be provided in accordance with AT&T-22STATE technical publications or other written descriptions, if any, as changed from time to time by AT&T-22STATE at its sole discretion.

4.5.2 Nothing in this Attachment shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. AT&T agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. §§ 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules").



4.5.3 AT&T-22STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for UNEs from affected Wire Center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension AT&T-22STATE places on itself for orders from its End Users and other CLEC's End Users.

4.5.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services that may be required because of changes in facilities, operations, or procedure of AT&T-22STATE minimum network protection criteria, or operating or maintenance characteristics of the facilities.

4.6 Conditions for Access to UNEs:

4.6.1 CLEC cannot use a UNE (whether on a stand-alone basis, in combination with other UNEs, or otherwise), with a network element possessed by CLEC (or otherwise) to provide service to itself, or for other administrative purpose(s).

4.6.2 CLEC may not access UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services.

4.6.3 Other conditions to accessing and using any UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under effective FCC rules. Associated and effective FCC and judicial orders shall also apply.

4.6.4 AT&T-22STATE shall provide Access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

4.6.5 Reference Attachment 12 - Collocation for methods of access to and/or Interconnection with AT&T-22STATE 251(c)(3) UNEs.

5.0 Cross-Connects/Central Office Channel Interfaces (COCI)

5.1.1 In the AT&T-22STATE Premises where CLEC is either Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Attachment 12 - Collocation), AT&T-22STATE will extend AT&T-22STATE 251(c)(3) UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-22STATE Premises where the 251(c)(3) UNEs are located.

5.1.2 AT&T-21STATE will provide cross-connects at the rates, terms, and conditions set forth in the Pricing Schedule. For all cross-connect pricing for AT&T CONNECTICUT, refer to the applicable state tariff.

5.1.2.1 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

5.1.2.2 CLEC shall refer trouble sectionalized in the AT&T-22STATE 251(c)(3) UNE to AT&T-22STATE's Maintenance Center.

5.1.3 In the AT&T SOUTHEAST REGION 9-STATE when UNEs are connected to Multiplexer, COCI will be used. COCI rates, terms and conditions are set forth in the Pricing Schedule.

6.0 New Combinations, Conversions, Commingling and EELs

6.1 New Combinations Involving UNEs:

6.1.1 Subject to the provisions hereof and upon CLEC request, AT&T-22STATE shall meet its combining obligations involving UNEs as to the extent required by FCC rules and orders.

6.1.2 To the extent CLEC requests a combination for which AT&T-22STATE does not have methods and procedures in place to provide such combination, rates and/or methods or procedures for such combination may be developed pursuant to the Bona Fide Request (BFR) process described in Attachment 08 - Bona Fide Request. Where electronic ordering is not available, manual ordering shall be used.

6.1.2.1 AT&T-22STATE will charge CLEC the applicable recurring and nonrecurring charges for each individual UNE and/or combinations as set forth in the Pricing Schedule.

- 6.1.3 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section apply only in situations where each of the following is met:

**AT&T's Proposed Sections 6.1.3.1 – 6.1.4:**

- 6.1.3.1 it is technically feasible, including that network reliability and security would not be impaired;
  - 6.1.3.2 AT&T-22STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;
  - 6.1.3.3 AT&T-22STATE would not be placed at a disadvantage in operating its own network;
  - 6.1.3.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T-22STATE's network; and
  - 6.1.3.5 CLEC is either unable to make the combination itself; or is a new entrant and is unaware that it needs to combine certain UNEs to provide a Telecommunications Service, but such obligation under this Section ceases if AT&T-22STATE informs CLEC of such need to combine.
- 6.1.4 For purposes of Section 6.1.3.5 above and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation on/at an AT&T-22STATE Premises, as defined in the Attachment 12 - Collocation.

**Global Crossing's Proposed Sections 6.1.3.1 – 6.1.4:**

- 6.1.3.1 *it is technically feasible, including that network reliability and security would not be impaired; and*
  - 6.1.3.2 *would not undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T-22STATE's network.*
- 6.1.4 ***Intentionally Left Blank***

**6.2 Conversion of Wholesale Services to 251(c)(3)UNE/UNE Combinations Or 251(c)(3) UNE/UNE Combinations to Wholesale Services:**

- 6.2.1 Upon request, **AT&T-22STATE** shall convert a wholesale service, or group of wholesale services, to the equivalent UNE/UNE combinations that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement, or convert UNE/UNE combination(s) that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by **AT&T-22STATE** (collectively "Conversion").
- 6.2.2 A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and **AT&T-22STATE**.
- 6.2.3 **AT&T-22STATE** will not require physical rearrangements if the Conversion can be completed through record changes only. Any change from a wholesale service/group of wholesale services to a 251(c)(3) UNE/UNE combination(s), or from a 251(c)(3) UNE/UNE combination(s) to a wholesale service/group of wholesale services that require a physical rearrangement will not be considered a Conversion for purposes of this Agreement.
- 6.2.4 Orders for Conversions will be handled in accordance with the guidelines posted on AT&T CLEC Online website.



- 6.2.5 Where processes for the Conversion requested pursuant to this Attachment are not already in place, the Parties will comply with any applicable change management or CLEC User Forum guidelines.
- 6.2.6 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3)UNE, or combination of 251(c)(3) UNEs, CLEC shall not request such Conversion or continue using such 251(c)(3) UNE or 251(c)(3) UNEs that result from such Conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, **AT&T-22STATE** may convert the 251(c)(3) UNE or 251(c)(3) UNE combination to the equivalent wholesale service or group of wholesale services, upon written Notice to CLEC.
- 6.2.6.1 This Section applies to any 251(c)(3) UNE or combination of 251(c)(3) UNEs, including whether or not such 251(c)(3) UNE or combination of 251(c)(3) UNEs had been previously converted from an **AT&T-22STATE** service.
- 6.2.6.2 **AT&T-22STATE** may exercise its rights provided for hereunder and those allowed by law to ensure compliance with any applicable eligibility criteria.

6.2.7 Intentionally Left Blank

### 6.3 Commingling:

#### **AT&T's Proposed Section 6.3.1:**

- 6.3.1 **Commingling is not permitted, nor is AT&T-22STATE required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T-22STATE's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T-22STATE at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T-22STATE's network.**

#### **Global Crossing's Proposed Section 6.3.1:**

- 6.3.1 ***Commingling is not permitted, nor is AT&T-22STATE required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T-22STATE's network.***
- 6.3.2 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, **AT&T-22STATE** will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management or CLEC User Forum (CUF) guidelines and/or will be developed pursuant to the BFR process.

#### **AT&T's Proposed Section 6.3.3:**

- 6.3.3 **Any Commingling obligation is limited solely to Commingling of one or more facilities or services that are provided at wholesale from AT&T-22STATE with UNEs; accordingly, no other facilities,**

services or functionalities are subject to Commingling, including but not limited to facilities, services or functionalities that AT&T-22STATE might offer pursuant to Section 271 of the Act.

**Global Crossing's Proposed Section 6.3.3:**

**6.3.3 Intentionally Left Blank**

- 6.3.4 Except as provided in Section 6.3 above and, further, subject to the other provisions of this Agreement, **AT&T-22STATE** shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from **AT&T-22STATE** to the extent required by effective FCC rules and associated and effective FCC and judicial orders.

**AT&T's Proposed Sections 6.3.5 - 6.3.6:**

- 6.3.5 Upon request, and subject to Section 6, AT&T-22STATE shall perform the functions necessary to Commingle a 251(c)(3) UNE or a combination of 251(c)(3) UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T-22STATE (as well as requests where CLEC also wants AT&T-22STATE to complete the actual Commingling), except that AT&T-22STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 6.2.1 above applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a Telecommunications Service, AT&T-22STATE's obligation to Commingle ceases if AT&T-22STATE informs CLEC of such need to Commingle.
- 6.3.6 For purposes of Section 6.3.1 above and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the UNE(s), UNE combination, and facilities or services obtained at wholesale from AT&T-22STATE are available to CLEC at the CLEC's Collocation Arrangement. For Collocation terms and conditions see Attachment 12 – Collocation.

**Global Crossing's Proposed Sections 6.3.5 – 6.3.6:**

**6.3.5 Intentionally Left Blank**

**6.3.6 Intentionally Left Blank**

- 6.3.7 **AT&T-22STATE** has developed a list of Commingled Arrangements that will be available for ordering. This list is posted on AT&T's CLEC Online website.
- 6.3.7.1 Any request by CLEC for a Commingled Arrangement not included in such list may be made via Attachment 08 - Bona Fide Request. In any such BFR, CLEC must designate among other things the 251(c)(3) UNE(s), combination of 251(c)(3) UNEs, and the facilities or services that CLEC has obtained at wholesale from **AT&T-22STATE** sought to be Commingled and the needed location(s), the order in which such 251(c)(3) UNEs, such combinations of 251(c)(3) UNEs, and such facilities and services are to be Commingled, and how each connection (e.g. cross-connected) is to be made between them.
- 6.3.8 **AT&T-22STATE** will charge the appropriate recurring and non-recurring rates as identified in the Pricing Schedule. **AT&T-22STATE** shall charge the appropriate non-recurring rates as set forth in the Pricing Schedule(s) applicable to the 251(c)(3) UNEs (or 251(c)(3) UNE combinations) that are Commingled on a 251(c)(3) UNE-by-251(c)(3) UNE basis, and for the facilities and services that are Commingled (under this

Section 6.3 above) on a facility-by-facility, service-by-service basis, including without limitation for the type of service and activity being requested to create the Commingled Arrangement.

- 6.3.9 **AT&T-22STATE** shall not be required to, and shall not, provide Ratcheting as a result of Commingling or a Commingled Arrangement.

6.4 Mandatory Eligibility Criteria for Access to Certain UNEs

- 6.4.1 Except as provided below in this Section or elsewhere in the Agreement and subject to this Section and Section 6.2 above, Conversion of Wholesale Services to 251(c)(3) UNEs, of this Attachment, **AT&T-22STATE** shall provide access to 251(c)(3) UNEs and combinations of 251(c)(3) UNEs without regard to whether the CLEC seeks access to the 251(c)(3) UNEs to establish a new circuit or to convert an existing circuit from a wholesale service to 251(c)(3) UNEs.

- 6.4.2 **AT&T-22STATE** is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UNE Loop or a DS3 or higher channel termination service (collectively, the “Included Arrangements”), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:

- 6.4.2.1 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:

- 6.4.2.1.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an AT&T-22STATE local service area and within the LATA where the circuit is located (“Local Telephone Number”), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and
- 6.4.2.1.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least twenty-eight (28) Local voice Telephone Numbers assigned to it; and
- 6.4.2.1.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
- 6.4.2.1.4 Each circuit to be provided to each End User will terminate in a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Attachment; and
- 6.4.2.1.5 Each circuit to be provided to each End User will be served by an Interconnection Trunk that meets the requirements of Section 6.4.4 below of this Attachment; and
- 6.4.2.1.6 For each twenty-four (24) DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection Trunk that meets the requirements of Section 6.4.4 below of this Attachment; and
- 6.4.2.1.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.
- 6.4.2.1.8 **AT&T-22STATE** shall not be required to provide, and shall not provide, any 251(c)(3) UNE Combination of a 251(c)(3) UNE Local Loop and UDT at DS1 or higher (whether as a UNE Combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new

arrangement or from a Conversion of an existing service/circuit) that does not terminate to a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Attachment.

- 6.4.3 A Collocation arrangement meets the requirements of Section 6.4 above of this Attachment if it is:
- 6.4.3.1 Established pursuant to Section 251(c)(6) of the Act and located at **AT&T-22STATE** Premises within the same LATA as the End User's premises, when **AT&T-22STATE** is not the Collocator; or
  - 6.4.3.2 Located at a Third Party's premises within the same LATA as the End User's premises, when **AT&T-22STATE** is the Collocator.
- 6.4.4 An Interconnection Trunk meets the requirements of Section 6.4.2.1.5 above and Section 6.4.2.1.6 above of this Attachment if CLEC will transmit the calling party's local telephone number in connection with calls exchanged over the Trunk, and the Trunk is located in the same LATA as the End User premises served by the Included Arrangement.
- 6.4.5 For a new circuit to which Section 6.4.2 above applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 6.4.2.1.1 above and Section 6.4.2.1.3 above respectively. In such case, CLEC shall satisfy Section 6.4.2.1.1 above and/or Section 6.4.2.1.3 above if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within thirty (30) calendar days after **AT&T-22STATE** provisions such new circuit. CLEC must provide **AT&T-22STATE** with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.
- 6.4.5.1 Section 6.4.5 above does not apply to existing circuits to which Section 6.4.2 above applies, including Conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 6.4.2.1.1 above and Section 6.4.2.1.3 above requirements for existing circuits at the time it initiates the ordering process).
- 6.4.6 CLEC hereby agrees that by submitting an order to **AT&T-22STATE** for an Included Arrangement (whether new, as a result of a requested Conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 6.4 above as to such Included Arrangement(s) on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification, and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section.
- 6.4.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with **AT&T-22STATE**.
- 6.4.7 In addition to any other audit rights provided for this Agreement and those allowed by law, **AT&T-22STATE** may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis," it means a consecutive twelve (12) month period for each individual State, beginning upon **AT&T-22STATE**'s written Notice that an audit will be performed for that State, subject to Section 6.4.7.4 below.
- 6.4.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.
  - 6.4.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.4 above.

- 6.4.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.
- 6.4.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 6.4 above in all material respects, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a 251(c)(3) UNE/UNE Combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the 251(c)(3) UNE or 251(c)(3) UNE Combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and **AT&T-22STATE** may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to **AT&T-22STATE**. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any 251(c)(3) UNE for any period in which CLEC does not meet the conditions set forth in this Section 6.4 above for that 251(c)(3) UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., **AT&T-22STATE** shall not have to wait the remaining part of the consecutive twelve (12) month period before it is permitted to audit again in that state.
- 6.4.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 6.4 above, CLEC must reimburse **AT&T-22STATE** for the cost of the independent auditor and for **AT&T-22STATE**'s costs in the same manner and using the same methodology and rates that **AT&T-22STATE** is required to pay CLEC's costs under Section 6.4.7.4.2 below.
- 6.4.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 6.4 above, **AT&T-22STATE** must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).
- 6.4.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation.
- 6.4.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section in all cases and, further, the failure of **AT&T-22STATE** to require such compliance, including if **AT&T-22STATE** provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

## 7.0 **Network Interface Device (NID)**

- 7.1.1 Subject to Section 3.0 above of this Attachment, **AT&T-22STATE** shall provide unbundled access to the Unbundled Network Interface Device (NID) under the following terms and conditions in this subsection.
- 7.1.2 The Maintenance and control of the End User's inside wiring (on the End User's side of the UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **AT&T-22STATE** offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. In **AT&T CONNECTICUT** only, the CLEC access to the NID is offered as specified in the **AT&T CONNECTICUT** tariff.
- 7.1.3 **AT&T-21STATE** will permit CLEC to connect its UNE Loop facilities to an End User's premises wiring through **AT&T-21STATE**'s NID, or at any other technically feasible point.



- 7.1.4 Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by AT&T-21STATE based on Time and Material charges. AT&T-21STATE, at the request of CLEC, will disconnect the AT&T-21STATE UNE Loop from the NID at charges reflected in the Pricing Schedule.
- 7.1.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T-21STATE's NID where necessary.
- 7.1.6 The AT&T-21STATE NIDs that CLEC uses under this Attachment will be existing NIDs installed by AT&T-21STATE to serve its End Users.
- 7.1.7 CLEC shall not attach to or disconnect AT&T-21STATE's ground. CLEC shall not cut or disconnect AT&T-21STATE's UNE Loop from the NID and/or its protector. CLEC shall not cut any other leads in the UNE NID.
- 7.1.8 CLEC, when it has constructed its own NID at a premises and needs only to make contact with AT&T-21STATE's NID, can disconnect the End User's wiring from AT&T-21STATE's NID and reconnect it to CLEC's NID.

## 8.0 UNE Loop

- 8.1.1 Subject to Section 3.0 above of this Attachment, AT&T-22STATE shall provide unbundled access to UNE Loops under the terms and conditions in this subsection.
- 8.1.2 Consistent with the applicable FCC rules, AT&T-22STATE will make available the UNE Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-22STATE central office and the UNE Loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-22STATE shall not be obligated to provision any of the UNE Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the UNE Loop includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T-22STATE. The UNE Loop includes, but is not limited to copper UNE Loops (two-wire and four-wire analog voice-grade copper UNE Loops, digital copper UNE Loops [e.g. DS0s and integrated services digital network (ISDN) lines]), as well as two-wire and four-wire copper UNE Loops conditioned, at CLEC's request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services, DS1 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.4.4 below) and DS3 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.5.4 below) where such UNE Loops are deployed and available in AT&T-22STATE Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.
- 8.1.2.1 When a UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such UNE Loop will require High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and CLEC's End User. Therefore, any request by CLEC for a UNE Loop to a high voltage area will be submitted by CLEC to AT&T-22STATE via the BFR process set forth in Attachment 08 – Bona Fide Request, and CLEC shall be required to pay AT&T-22STATE for any HVPE that is provisioned by AT&T-22STATE to CLEC in connection with CLEC's UNE Local Loop order to the high voltage area.
- 8.1.3 The following types of UNE Loops will be provided at the rates, terms, and conditions set forth in this Attachment, Pricing Schedule or for AT&T CONNECTICUT only, the tariff.
- 8.1.3.1 AT&T-21STATE 2-Wire Analog UNE Loop (Unbundled Voice Loop –SL1 (UVL-SL1))
- 8.1.3.1.1 2-Wire Analog UNE Loop is a transmission facility that supports analog voice frequency, voice band services with UNE Loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.



- 8.1.3.1.2 If CLEC requests one or more 2-Wire Analog UNE Loops serviced by Integrated Digital Loop Carrier (IDLC), **AT&T-21STATE** will, where available, move the requested UNE Loop(s) to a spare, existing all-copper UNE Local Loop at no additional charge to CLEC. If, however, no spare UNE Local Loop is available, as defined above, **AT&T-21STATE** will notify CLEC of the lack of available facilities.
- 8.1.3.2 **AT&T-21STATE** 4-Wire Analog UNE Loop
- 8.1.3.2.1 A 4-Wire Analog UNE Loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog UNE Loop provides separate transmits and receive paths.
- 8.1.3.3 **AT&T-21STATE** 2-Wire Digital UNE Loop/ 2-Wire ISDN
- 8.1.3.3.1 A 2-Wire Digital UNE Loop is a transmission facility that supports Basic Rate ISDN (BRI) digital exchange services and will be provisioned according to industry standards.
- 8.1.3.4 **AT&T-22STATE** DS1 Digital UNE Loop
- 8.1.3.4.1 A DS1 Digital UNE Loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital UNE Loop supports usable bandwidth up to 1.544 Mbps.
- 8.1.3.4.2 DS1 Digital UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.
- 8.1.3.4.3 The procedures set forth in Section 8.1.4.1 below will apply in the event DS1 Digital UNE Loops are or have been Declassified.
- 8.1.3.4.4 DS1 UNE Loop “Caps” – **AT&T-22STATE** is not obligated to provide to CLEC more than ten (10) DS1 Digital UNE Loops to any single Building in which DS1 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Digital UNE Loops once CLEC has already obtained ten DS1 Digital UNE Loops at the same Building. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-22STATE**'s option it may accept or reject the order, but convert any requested DS1 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS1 Digital UNE Loop(s) as of the date of provisioning.
- 8.1.3.5 **AT&T-22STATE** DS3 Digital UNE Loop
- 8.1.3.5.1 A DS3 Digital UNE Loop provides a digital, 45 Mbps transmission facility from an **AT&T-22STATE** central office to an End User's premises.
- 8.1.3.5.2 DS3 Digital UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.
- 8.1.3.5.3 The procedures set forth in Section 8.1.4.2 below will apply in the event DS3 Digital UNE Loops are or have been Declassified.
- 8.1.3.5.4 DS3 UNE Loop “Caps” – **AT&T-22STATE** is not obligated to provide to CLEC more than one (1) DS3 Digital UNE Loop per requesting carrier to any single Building in which DS3 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Digital UNE Loops once CLEC has already obtained one DS3 Digital UNE Loop at the same Building. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-22STATE**'s option it may accept or reject the order, but convert any requested DS3 Digital UNE Loop(s) in excess of the Cap to Special Access;

applicable Special Access charges will apply to CLEC for such DS3 Digital UNE Loop(s) as of the date of provisioning.

8.1.3.6 FTTH/FTTC Loops

8.1.3.6.1 In new build (i.e. greenfield) areas, AT&T-22STATE is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-22STATE deploys any such Loop to a residential unit that previously has not been served by any Loop facility.

8.1.3.6.2 In Overbuild situations where AT&T-22STATE has deployed a FTTH or FTTC Loop parallel to, or in replacement of, an existing copper Loop facility and has not retired the copper Loop pursuant to 47 C.F.R §51.319(a)(3)(iv), AT&T-22STATE is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when AT&T-22STATE has deployed any such Loop parallel to, or in replacement of an existing copper Loop facility, except that:

8.1.3.6.2.1 AT&T-22STATE will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless AT&T-22STATE retires the copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv).

8.1.3.6.2.2 When AT&T-22STATE maintains the existing copper Loops pursuant to 47 C.F.R. §51.319(a)(3)(iii)(A), AT&T-22STATE need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that section, in which case AT&T-22STATE shall restore the copper Loop to serviceable condition upon request.

8.1.3.6.2.3 AT&T-22STATE may retire copper Loops that have been replaced with FTTH/FTTC facilities using the FCC's network disclosure requirements as set forth in Section 251(c)(5) of the Act and in §§ 51.325 through 51.335 and any applicable state requirements.

8.1.3.6.2.4 If AT&T-22STATE retires the copper loop pursuant to this section, AT&T-22STATE shall provide nondiscriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the curb loop on an unbundled basis on the same rates and terms applicable under the Agreement to a 2Wire Voice Grade Loop to the same premises where such a loop is available.

8.1.4 Declassification Procedure

8.1.4.1 DS1 UNE Digital Loop – Subject to the Cap described in Section 8.1.3.4.4 above, AT&T-22STATE shall provide CLEC with access to a DS1 UNE Digital Loop, where available, to any Building not served by a Wire Center with 60,000 or more business lines and four (4) or more fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS1 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).

8.1.4.2 DS3 Digital UNE Loop – Subject to the Cap described in Section 8.1.3.5.4 above, AT&T-22STATE shall provide CLEC with access to a DS3 UNE Digital UNE Loop, where available, to

any Building not served by a Wire Center with at least 38,000 business lines and at least four (4) fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS3 Digital UNE Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS3 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified, and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).

8.1.4.3 Effect on Embedded Base – Upon Declassification of DS1 Digital UNE Loops and/or DS3 Digital UNE Loops already purchased by CLEC as UNEs under this Agreement, **AT&T-22STATE** will provide written Notice to CLEC of such Declassification and proceed in accordance with Sections 14.0 below 15.0 below, and 16.0 below.

8.1.4.3.1 Products provided by **AT&T-22STATE** in conjunction with such UNE Loops (e.g. cross-connects) shall also be subject to re-pricing under this Section and Section 14.0 below where such UNE Loops are Declassified.

8.1.4.4 The Parties agree that activity by **AT&T-22STATE** under this Section shall not be subject to the Network Disclosure Rules.

## 9.0 **UNE DS1 and DS3 Dedicated Transport**

9.1.1 Subject to Section 3.0 above of this Attachment, **AT&T-21STATE** shall provide DS1 (1.544 Mbps) and DS3 (44.736 Mbps) UDT under the following terms and conditions in this subsection.

9.1.2 For purposes of this Agreement, **AT&T-22STATE** is not obligated to provide CLEC with unbundled access to DS1/DS3 UDT that does not connect a pair of **AT&T-22STATE** Wire Centers.

9.1.3 **AT&T-22STATE** will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide DS1/DS3 UDT.

9.1.4 Subject to the Caps set forth in Section 9.1.6.2 below and Section 9.1.6.3 below, DS1/DS3 UDT will be provided only where such facilities exist at the time of CLEC request, and only over Routes that are not or have not been Declassified.

9.1.5 **AT&T CONNECTICUT** offers DS1/DS3 UDT as described in Section 18 of the Connecticut Access Service Tariff.

9.1.6 DS1 and DS3 UDT includes, as follows:

9.1.6.1 Multiplexing – an option ordered in conjunction with DS1 or DS3 UDT that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as DS1 or DS3 UDT and at the rates set forth in the Pricing Schedule.

9.1.6.2 DS3 UDT Caps – **AT&T-22STATE** is not obligated to provide to CLEC more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-22STATE**'s option, it may accept or reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.

9.1.6.3 DS1 UDT Caps - **AT&T-22STATE** is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-22STATE**'s option it may accept the order, but convert any requested DS1

251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.

9.1.7 Declassification Procedure

9.1.7.1 Wire Center “Tiers” – For purposes of Sections 9.0 above and 10.0 below Wire Centers are classified into three “tiers,” as follows:

9.1.7.1.1 Tier 1 Wire Centers are those **AT&T-22STATE** Wire Centers that contain at least four (4) fiber-based Collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those **AT&T-22STATE** tandem switching locations that have no Line-Side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

9.1.7.1.2 Tier 2 Wire Centers are those **AT&T-22STATE** Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) fiber-based Collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

9.1.7.1.3 Tier 3 Wire Centers are those **AT&T-22STATE** Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

9.1.7.2 DS1 Dedicated Transport Declassification

9.1.7.2.1 Subject to the Cap described in Section 9.1.6.3 above **AT&T-22STATE** shall provide CLEC with access to DS1 UDT on Routes, except Routes where both Wire Centers defining the Route are Tier 1 Wire Centers. As such, **AT&T-22STATE** must provide UNE DS1 Dedicated Transport under this Agreement only if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on Routes between Tier 1 Wire Centers are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such Route(s).

9.1.7.3 DS3 Dedicated Transport Declassification

9.1.7.3.1 Subject to the Cap described in 9.1.6.1 above, **AT&T-22STATE** shall provide CLEC with access to DS3 UDT, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, **AT&T-22STATE** must provide DS3 UDT under this Agreement only if a Wire Center on either end of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such Route(s).

9.1.7.4 Effect on Embedded Base – Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as UNEs under this Agreement, **AT&T-22STATE** will provide written Notice to CLEC of such Declassification, and proceed in accordance with Sections 14.0 below, 15.0 below and 16.0 below .

9.1.7.4.1 Products provided by **AT&T-22STATE** in conjunction with UNE DS1 and DS3 Dedicated Transport (e.g. cross-connects) shall also be subject to re-pricing under the section where Dedicated Transport is Declassified.

9.1.7.5 The Parties agree that activity by **AT&T-22STATE** under this Section 9.1.7 above shall not be subject to the Network Disclosure Rules.

#### **10.0 UNE Dedicated Transport Dark Fiber**

- 10.1 Subject to Section 4.0 above of this Attachment, **AT&T-22STATE** shall provide unbundled access to Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. **AT&T-22STATE** is not required to provide UNE Loop and/or Dark Fiber Loop on an unbundled basis.
- 10.2 Dedicated Transport Dark Fiber is deployed, unlit optical fiber within **AT&T-22STATE**'s network. Dedicated Transport Dark Fiber charges are set forth in the Pricing Schedule. **AT&T CONNECTICUT** offers UNE Dedicated Transport Dark Fiber as described in Section 18.2.1N of the Connecticut Access Service Tariff.
- 10.3 At Dedicated Transport Dark Fiber segments in Routes that have not been Declassified, **AT&T-21STATE** will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 10.4 below. **AT&T-21STATE** is not obligated to provide CLEC with unbundled access to Dedicated Transport Dark Fiber that does not connect a pair of **AT&T-21STATE** Wire Centers. **AT&T-21STATE** will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has Collocation space in each **AT&T-21STATE** central office where the requested UNE Dedicated Transport Dark Fiber(s) terminate.
- 10.4 Spare Dark Fiber Transport Inventory Availability and Condition:
- 10.4.1 All available spare UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered.
- 10.4.2 Spare Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned. Spare Dedicated Transport Dark Fiber does not include maintenance spares, fibers set aside and documented for **AT&T-21STATE**'s forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.

#### **AT&T's Proposed Section 10.4.3:**

- 10.4.3 **CLEC will not obtain any more than twenty-five (25%) percent of the spare UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.**

#### ***Global Crossing's Proposed Section 10.4.3:***

##### ***10.4.3 Intentionally Left Blank***

- 10.5 CLEC requesting UNE Dedicated Transport Dark Fiber must submit a Dark Fiber Facility Inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. Rates for the Dark Fiber Facility Inquiry are as set forth in the Pricing Schedule.
- 10.6 For Quantities and Time Frames for ordering UNE Dedicated Transport Dark Fiber, refer to the AT&T CLEC Online website.
- 10.7 Right of Revocation of Access to UNE Dedicated Transport Dark Fiber:
- 10.7.1 Right of revocation of access to UNE Dedicated Transport Dark Fiber is distinguishable from Declassification. For clarification purposes, **AT&T-21STATE**'s right of revocation of access under this Section applies even when the affected Dedicated Transport Dark Fiber remains a UNE, subject to unbundling obligations under Section 251(c)(3) of the Act, in which case CLEC's rights to the affected network element may be revoked as provided in this Section.

#### **AT&T's Proposed Section 10.7.2:**

- 10.7.2 **Should CLEC not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T-21STATE provided the fiber(s), AT&T-21STATE may revoke CLEC's access**



**to the UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-21STATE's inventory.**

***Global Crossing's Proposed Section 10.7.2:***

**10.7.2 Intentionally Left Blank**

10.7.3 **AT&T-21STATE** may reclaim from CLEC the right to use UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written Notice to CLEC. If the reclaimed UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the Notice period, **AT&T-21STATE** will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. **AT&T-21STATE** must also demonstrate upon CLEC's request that the reclaimed Dedicated Transport Dark Fiber will be needed to meet **AT&T-21STATE**'s bandwidth requirements within the twelve (12) months following the revocation.

10.8 Access Methods Specific to UNE Dedicated Transport Dark Fiber:

10.8.1 The termination point for UNE Dedicated Transport Dark Fiber at central offices will be in an **AT&T-21STATE**-approved splitter shelf. This arrangement allows for non-intrusive testing.

10.8.2 At central offices, UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC access is provided via Collocation.

10.9 For Installation and Maintenance for UNE Dedicated Transport Dark Fiber, refer to AT&T's CLEC Online website.

10.9.1 **AT&T-21STATE** will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to CLEC.

10.10 Dark Fiber Transport Declassification:

10.10.1 **AT&T-22STATE** shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers, as described in Section 14.0 below. As such, **AT&T-22STATE** must provide UNE Dedicated Transport Dark Fiber under this Agreement only if a Wire Center on either end of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such Route(s).

10.10.2 Effect on Embedded Base – Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as UNEs under this Agreement, **AT&T-22STATE** will provide written Notice to CLEC of such Declassification, and proceed in accordance with Section 14.0 below. At the end of the Notice period under that Section, provision of the affected Dedicated Transport Dark Fiber to CLEC will be terminated without further obligation of **AT&T-22STATE**.

10.10.3 Products provided by **AT&T-22STATE** in conjunction with UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this section where such fiber is Declassified.

10.10.4 The Parties agree that activity by **AT&T-22STATE** under this Section shall not be subject to the Network Disclosure Rules.

**11.0 Routine Network Modifications for UNE Loops, UNE DS1, DS3 and Dark Fiber Dedicated Transport**

11.1.1 **AT&T-22STATE** shall make Routine Network Modifications (RNM) to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. **AT&T-22STATE** shall perform RNM to UNE Loop and UNE DS1, DS3, and Dark Fiber



- Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 11.1.2 A “Routine Network Modification” is an activity that AT&T regularly undertakes for its own customers. RNM include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that **AT&T-22STATE** ordinarily attaches to activate such UNE Loops or Transport facilities for its own retail End Users, under the same conditions and in the same manner that **AT&T-22STATE** does for its own End Users. RNM may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. **AT&T-22STATE** will place drops in the same manner as it does for its own End Users.
- 11.1.3 RNM do not include constructing new UNE Loops; or UNE DS1, DS3, or Dark Fiber Dedicated Transport; installing new cable or fiber; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; or removing or reconfiguring packetized transmission facility. Nor do RNM include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). **AT&T-22STATE** is not obligated to perform those activities for CLEC.
- 11.1.4 **AT&T-22STATE** shall determine whether and how to perform RNM using the same network or outside plant engineering principles that would be applied in providing service to **AT&T-22STATE**'s retail End Users.
- 11.1.5 **AT&T-22STATE** has no obligation to build Time Division Multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 11.1.6 Notwithstanding anything to the contrary herein, **AT&T-22STATE**'s obligations with respect to RNM apply only where the UNE Loop and Transport transmission facilities are subject to unbundling and do not apply to FTTH UNE Loops or FTTC UNE Loops.

**AT&T's Proposed Section 11.1.7:**

- 11.1.7 **AT&T-22STATE shall provide RNM at the rates, terms and conditions set forth in this Attachment and in the Pricing Schedule or at rates to be determined on an individual case basis (ICB) or through the Special Construction (SC) process, provided, however, that AT&T-22STATE will impose charges for RNM only in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The RNM for which AT&T-22STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC as an ICB/SC include, but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Transport facility when ordered.**

**Global Crossing's Proposed Section 11.1.7:**

- 11.1.7 ***AT&T-22STATE shall provide RNM at the rates, terms and conditions set forth in this Attachment and in the Pricing Schedule or at rates to be determined on an individual case basis (ICB) or through the Special Construction (SC) process, provided, however, that AT&T-22STATE will impose charges for RNM only in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges.***

**12.0 911/E911 Database**

- 12.1.1 Access to the **AT&T-22STATE** 911/ E911 call-related databases will be provided as described in Attachment 05 - 911/E911.

### 13.0 **Operations Support Systems (OSS) FUNCTIONS**

13.1.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **AT&T-22STATE**'s databases and information. **AT&T-22STATE** will provide CLEC access to its OSS Functions as outlined in Attachment 07 - Operations Support Systems (OSS).

### 14.0 **Non-Impaired Wire Center Criteria And Related Processes**

14.1 **AT&T-22STATE** has designated and posted, to AT&T CLEC Online website, the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE Loops (as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii)) have been met.

14.2 Commission-approved Wire Center Lists:

14.2.1 In states where the Commission has already determined that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), CLEC may no longer self-certify or request DS1/DS3 High-Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the Wire Center in such Wire Center.

14.3 Wire Center Lists Pending Commission Approval:

14.3.1 In states where the Commission has not previously determined, in any proceeding, that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), **AT&T-22STATE**'s designations shall be treated as controlling (even if CLEC believes the list is inaccurate) for purposes of transition and ordering unless CLEC provides a self-certification as outlined below. If a CLEC withdraws its self-certification after a dispute has been filed with the Commission, but before the Commission has made a determination regarding the wire center designation, the wire center designation(s) that were the subject of the dispute will be treated as though the Commission approved **AT&T-22STATE**'s designations.

14.4 Self-Certifications:

14.4.1 CLEC shall perform a reasonably diligent inquiry to determine whether, to the best of CLEC's knowledge, the Wire Center meets the non-impairment thresholds as set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii).

14.4.2 If, based on its reasonably diligent inquiry, the CLEC disputes the **AT&T-22STATE** Wire Center non-impairment designation, the CLEC will provide a self-certification to **AT&T-22STATE** identifying the Wire Center(s) for which it is self-certifying. To self-certify, CLEC can send a letter to **AT&T-22STATE** claiming Self Certification or CLEC may elect to self-certify using a written or electronic notification sent to **AT&T-22STATE**.

14.4.3 If CLEC makes such a self-certification, and CLEC is otherwise entitled to the ordered element under the Agreement, then **AT&T-22STATE** shall provision the requested facilities in accordance with CLEC's order and within **AT&T-22STATE**'s standard ordering interval applicable to such facilities.

14.4.4 If **AT&T-22STATE** in error rejects CLEC orders, where CLEC has provided self certification in accordance with this Section of this Agreement, **AT&T-22STATE** will modify its systems to accept such orders within 5 business hours of CLEC notification to its Local Service Specialist.

14.4.5 CLEC may not submit a self-certification for a Wire Center after the transition period for the DS1/DS3 UNE Loops and/or DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport impacted by the designation of the Wire Center has passed.

14.5 CLEC may not self-certify that it is entitled to obtain Unbundled DS1/DS3 UNE Loops or Unbundled DS1/DS3 Dedicated Transport at a location where CLEC has met the volume Cap set forth in Sections 8.1.3.4.4 above and 8.1.3.5.4 above (for DS1/DS3 UNE Loops) and 9.1.6.3 above and 9.1.6.2 above (for DS1/DS3 Dedicated Transport).

- 14.6 Until CLEC provides a self-certification for High-Capacity UNE Loops and/or Transport for such Wire Center designations, CLEC will not submit High Capacity UNE Loop and/or Transport orders based on the Wire Center designation, and if no self-certification is provided will transition any remaining Embedded Base of DS1 and DS3 UNE Loop and Transport and Dark Fiber Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days of executing this Agreement. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) calendar day period, **AT&T-22STATE** may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates.
- 14.7 **AT&T-22STATE** will update the AT&T CLEC Online website posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section above of this Agreement shall be deemed to mean an Accessible Letter issued after the Effective Date of this Agreement, as set forth in this Section 14.0 above of this Agreement
- 14.8 If it desires to do so, **AT&T-22STATE** can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures:
- 14.8.1 **AT&T-22STATE** will notify the CLEC of its intent to dispute the CLEC's self-certification within thirty (30) calendar days of the CLEC's self-certification or within thirty (30) calendar days of the Effective Date of this Agreement, whichever is later.
- 14.8.2 **AT&T-22STATE** will file the dispute for resolution with the state Commission within sixty (60) calendar days of the CLEC's self-certification or within sixty (60) calendar days of the Effective Date of this Agreement, whichever is later.
- 14.8.3 **AT&T-22STATE** will notify CLEC of the filing of such a dispute via Accessible Letter.
- 14.8.4 If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed Wire Center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute.
- 14.9 During the timeframe of any dispute resolution proceeding, **AT&T-22STATE** shall continue to provide the High-Capacity UNE Loop or Transport facility in question to CLEC at the rates in the Pricing Schedule.
- 14.10 If CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 UNE Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected UNE Loop or Transport shall be subject to true-up as follows:
- 14.10.1 For Wire Centers designated by **AT&T-22STATE** prior to March 11, 2005 and
- 14.10.2 For the affected UNE Loop/Transport element(s) installed prior to March 11, 2005,
- 14.10.2.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rates which are the rates in effect at the time of the non-impairment designations plus 15% ("Transitional Rates"). If affected UNE Loops/Transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates as described above will continue to apply until the facility has been transitioned.
- 14.10.2.2 For the affected UNE Loop/Transport element(s) installed after March 11, 2005, CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty (30) calendar days after **AT&T-22STATE's** Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the

Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned.

14.10.2.3 For Wire Centers designated by AT&T-22STATE after March 11, 2005,

14.10.2.3.1 For affected UNE Loop/Transport elements ordered before AT&T-22STATE's Wire Center designation,

14.10.2.3.1.1 if the applicable transition period is within the initial TRRO transition period described in Section 15.0 below of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) calendar days after AT&T-22STATE's Notice of non-impairment and the date the circuit is transitioned to the Transitional Rates.

14.10.2.3.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 14.1 above of this Agreement has expired, CLEC will provide a true-up based on the Transitional Rates between the date that is thirty (30) calendar days after AT&T-22STATE's Notice of non-impairment and the end of the applicable transition period described in Section 15.1 below and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned.

14.10.2.3.2 For affected UNE Loop/Transport elements ordered after AT&T-22STATE's Wire Center designation, CLEC will provide a true-up for the affected UNE Loop/Transport element(s) to an equivalent special access rate for the affected UNE Loop/Transport element(s) as of the later of the date billing began for the provisioned element or thirty (30) calendar days after AT&T-22STATE's Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates will continue to apply until the facility has been transitioned.

14.10.3 In the event of a dispute following CLEC's Self-Certification, upon request by the Commission or CLEC, AT&T-22STATE will make available, subject to the appropriate state or federal protective order, and other reasonable safeguards, all documentation and all data upon which AT&T-22STATE intends to rely, which will include the detailed business line information for the AT&T-22STATE Wire Center or centers that are the subject of the dispute.

## **15.0 Future Wire Center Designations**

15.1 The parties recognize that Wire Centers that AT&T-22STATE had not designated as meeting the FCC's non-impairment thresholds as of March 11, 2005, may meet those thresholds in the future. In the event that a Wire Center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, AT&T-22STATE may add the Wire Center to the list of designated Wire Centers and the Parties will use the following process:

15.1.1 AT&T-22STATE may update the Wire Center list as changes occur.

15.1.2 To designate a Wire Center that had previously not met one or more of the FCC's impairment thresholds but subsequently does so, AT&T-22STATE will provide notification to CLEC via Accessible Letter and by a posting on AT&T CLEC Online website.

- 15.1.3 **AT&T-22STATE** will continue to accept CLEC orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for thirty (30) calendar days after the date the Accessible Letter is issued.
- 15.1.4 In the event the CLEC disagrees with **AT&T-22STATE**'s determination, CLEC will have sixty (60) calendar days from the issuance of the Accessible Letter to dispute **AT&T-22STATE**'s Wire Center determination by providing a self-certification to **AT&T-22STATE**.
- 15.1.5 If the CLEC does not use the self-certification process described in Section 15.1.4 above to self-certify against **AT&T-22STATE**'s Wire Center designation within sixty (60) calendar days of the issuance of the Accessible Letter, CLEC must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days ending on the 90th day after the issuance of the Accessible Letter providing the Wire Center designation of non-impairment; no additional notification from **AT&T-22STATE** will be required. CLEC may not obtain new DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in Wire Centers and/or Routes where such circuits have been declassified during the applicable transition period. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) day period, **AT&T-22STATE** may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 15.2 below.
- 15.1.6 If CLEC does provide self-certification to dispute **AT&T-22STATE**'s designation determination within sixty (60) calendar days of the issuance of the Accessible Letter, **AT&T-22STATE** may dispute CLEC's self-certification as described in Section 14.8 above of this Agreement and **AT&T-22STATE** will accept and provision the applicable UNE Loop and Transport orders for the CLEC providing the self certification during a dispute resolution process.
- 15.2 During the applicable transition period, the transition rates paid will be rates in effect at the time of the non-impairment designations plus 15%.
- 16.0 Transition Procedures of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s)**
- 16.1 The provisions of Section 14.1 above of this Attachment shall apply to the transition of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s). As outlined in Section 14.1 above of this Attachment, requested transitions of DS1/DS3 High Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's End User's service, and all applicable charges shall apply. Cross-connects provided by **AT&T-22STATE** in conjunction with such UNE Loops and/or Transport shall be billed at applicable wholesale rates (e.g., prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates. Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 16.2 **AT&T-22STATE** will process CLEC orders for DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. **AT&T-22STATE** will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 16.3 A Building that is served by both an impaired Wire Center and a non impaired Wire Center and that is not located in the serving area for the non-impaired Wire Center will continue to have affected elements available from the impaired Wire Center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.



- 16.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 14.4.1 above of this Agreement, and if CLEC and **AT&T-22STATE** have failed to reach agreement under Section 14.4.1 above of this Agreement as to a substitute service arrangement or element, then **AT&T-22STATE** may, at its sole option, disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport, whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available, at rates applicable to such analogous service or arrangement.