

## **APPENDIX UNEs**

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## 1. INTRODUCTION

- 1.1 This Appendix Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which AT&T ILLINOIS agrees to furnish CLEC with access to unbundled Network Elements. At CLEC's request, AT&T ILLINOIS shall provide nondiscriminatory access to unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms of this Appendix. AT&T ILLINOIS shall provide such unbundled Network Elements in a manner that allows CLEC to combine such elements in order to provide a Telecommunications Service.
- 1.1.1 Except as provided in Section 3 ( Interim UNEs), below, in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commission) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Appendix UNE or either Party's obligations under Applicable Law, then the Parties shall continue to comply with all obligations set forth in this Appendix UNE until the Agreement is amended in accordance with the requirements of Section 23 (Intervening Law) of the General Terms and Conditions.
- 1.2 Intentionally Omitted.
- 1.3 CLEC may request new, undefined unbundled Network Elements in accordance with the Bona Fide Request Process.
- 1.4 The prices at which AT&T ILLINOIS agrees to provide CLEC with unbundled Network Elements are contained in the applicable Appendix Pricing.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1 AT&T ILLINOIS and CLEC agree that CLEC may connect its facilities or facilities provided to CLEC by third-parties with AT&T ILLINOIS' network at any point designated by CLEC, provided such point is technically feasible, for access to unbundled Network Elements for the provision by CLEC of a Telecommunications Service.
- 2.2 AT&T ILLINOIS will provide CLEC nondiscriminatory access to unbundled Network Elements:
- 2.2.1 at any technically feasible point;
- 2.2.2 at the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;
- 2.2.3 in a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that unbundled Network Element;
- 2.2.4 in a manner that allows access to all features, functions and capabilities of a requested unbundled Network Element to be provided separately from access to other elements, and for a separate charge;
- 2.2.5 with technical information about AT&T ILLINOIS's network facilities sufficient to allow CLEC to achieve access to unbundled Network Elements consistent with the requirements of this Appendix;

- 2.2.6 without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends;
- 2.2.7 in a manner that allows CLEC purchasing access to unbundled Network Elements to use such unbundled Network Element to provide exchange access service to itself in order to provide inter-exchange services to subscribers;
- 2.2.8 where applicable, terms and conditions of access to unbundled Network Elements shall be no less favorable than terms and conditions under which AT&T ILLINOIS provides such elements to itself;
- 2.2.9 Intentionally Omitted.
- 2.2.10 except upon request of CLEC, AT&T ILLINOIS shall not separate CLEC-requested UNE's that are currently combined. (47 CFR § 51.315(b)). AT&T ILLINOIS is not prohibited from or otherwise limited in separating any UNEs not requested by CLEC or a Telecommunications Carrier, including without limitation in order to provide a UNE(s) or other AT&T ILLINOIS offering(s), provided that AT&T ILLINOIS may not separate UNEs based on its anticipation that CLEC will request that Combination.
- 2.3 AT&T ILLINOIS shall permit CLEC's ability to resell intraLATA toll to third-party IXCs when CLEC provides service to those IXCs using AT&T ILLINOIS unbundled Network Elements, provided, however, that CLEC may not resell EELs purchased from AT&T ILLINOIS but must use them to provide service to End Users or payphone providers.
- 2.4 When CLEC is purchasing an unbundled Network Element, AT&T ILLINOIS will permit CLEC exclusive use of that facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, AT&T ILLINOIS will provide use of that feature, function, or capability for a period of time.
- 2.5 AT&T ILLINOIS will maintain, repair, or replace unbundled Network Elements as provided for in this Agreement.
- 2.6 Where technically feasible, the quality of the unbundled Network Element and access to such unbundled Network Element shall be at least equal to what AT&T ILLINOIS provides itself or any subsidiary, affiliate, or other Party.
- 2.7 Each Party shall be solely responsible for the services it provides.
- 2.8 Unbundled Network Elements provided to CLEC under the provisions of this Appendix shall remain the property of AT&T ILLINOIS.
- 2.9 Intentionally Omitted.
- 2.10 Intentionally Omitted.
- 2.11 Performance of UNEs
  - 2.11.1 Each unbundled Network Element will be provided in accordance with industry standards, if applicable.
  - 2.11.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each

Party will provide the other Party written notice of any upgrades in its network that will materially impact the other Party's service in accordance with Applicable Law.

- 2.11.3 AT&T ILLINOIS may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled Network Elements from, and AT&T ILLINOIS's retail service orders for, that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension AT&T ILLINOIS places on itself for orders from its end user customers.
- 2.12 AT&T ILLINOIS shall offer each unbundled Network Element individually or in combination as set forth in this Appendix Unbundled Network Element. AT&T ILLINOIS may not require CLEC to own or control any local exchange facilities as a condition of offering to CLEC any unbundled Network Element or unbundled Network Element combination. AT&T ILLINOIS shall not separate unbundled Network Elements that are already combined on AT&T ILLINOIS' network unless requested by CLEC.
- 2.13 For each unbundled Network Element, AT&T ILLINOIS shall provide (i) a demarcation point (e.g., at a Digital Signal Cross Connect, a 90/10 Splitter, a Main Distribution Frame, or other appropriate demarcation locations) and (ii) if necessary, access to the demarcation point; such demarcation point being mutually agreeable to the Parties. However, where AT&T ILLINOIS provides contiguous unbundled Network Elements to CLEC, AT&T ILLINOIS will provide the existing interconnections and no demarcation point shall exist between such contiguous unbundled Network Elements.

### **3. INTERIM UNES**

- 3.1 The Parties acknowledge and agree that prior to the Effective Date, the FCC issued an Order and Notice of Proposed Rule Making ("Interim Requirements Order") directing AT&T ILLINOIS to continue to make Section 251 unbundled mass market local circuit switching (including ULS-ST, CNAM database, LIDB, 800 database, Operator Services, Directory Assistance and SS7, but only insofar as they are used in conjunction with 251 unbundled mass market switching), enterprise loops, and Dedicated Transport ("Interim UNES") and combinations including such Interim UNES (including UNE-P) available to CLEC as unbundled Network Elements in accordance with the terms and conditions available to CLEC in the Parties' interconnection agreements and AT&T ILLINOIS' tariffs in effect on June 15, 2004. The Parties agree that the applicable terms and conditions of that interconnection agreement and tariffs are hereby incorporated by reference into this Agreement.
- 3.2 Intentionally Omitted.
- 3.3 Pricing of Interim UNES. AT&T ILLINOIS shall make Interim UNES available to CLEC at rates determined in accordance with the subparagraph entitled "Interim Period" (ending March 11, 2005) in Paragraph 29 of the Interim Requirements Order.
- 3.4 Triennial Review Order ("TRO") Declassified Elements
- 3.4.1 Upon written notice from either Party, the Parties shall meet to agree to a plan for implementing any changes required by the terms of the TRO and agree that such changes should be self-effectuating and could be accomplished without the need for an amendment to this Agreement. If the Parties cannot agree on such changes within twenty (20) days, either Party may seek expedited dispute resolution from the Commission. To the extent necessary, and if agreed to by

both Parties, the Parties may also negotiate an appropriate amendment to the Agreement in accordance with the requirements of Section 3. If the Parties cannot agree on an amendment within twenty (20) days, either Party may seek expedited dispute resolution from the Commission.

### 3.5 TRO Remand Order

- 3.5.1 Upon written notice from either Party, the Parties shall meet to agree to a plan for implementing any changes required by the terms of the TRO Remand Order and agree that such changes should be self-effectuating and could be accomplished without the need for an amendment to this Agreement. If the Parties cannot agree on such changes within twenty (20) days, either Party may seek expedited dispute resolution from the Commission. To the extent necessary, and if agreed to by both Parties, the Parties may also negotiate an appropriate amendment to the Agreement in accordance with the requirements of Section 3. If the Parties cannot agree on an amendment within twenty (20) days, either Party may seek expedited dispute resolution from the Commission.
- 3.5.2 If the TRO Remand Order determines that any of all of the Interim UNEs are still subject in some fashion to the unbundling requirements of Section 251(c)(3) of the Act, either Party may request that the Parties negotiate an appropriate conforming amendment in accordance with Section 23 (Intervening Law) of the General Terms and Conditions of this Agreement.

### 3.6 Section 13-801 Requirements

- 3.6.1 To the extent that AT&T ILLINOIS is no longer obligated to provide the TRO Remand Declassified Elements pursuant to Section 251(c)(3) of the Act it is, nonetheless, obligated to provide the TRO Declassified Elements insofar as they are required to be unbundled under Section 13-801 of the Illinois Public Utilities Act (220 ILCS 5/13-801) as that Section has been interpreted by the Commission.
- 3.6.2 Upon written notice from either Party, the Parties shall meet to agree to a plan for implementing any changes required by changes to Section 13-801, in the event the Commission or other legislative or administrative body or court of competent jurisdiction promulgates statutes, rules, regulations or orders altering the current rates, terms, and conditions of AT&T's obligations under PUA Section 13-801. The Parties agree that such changes should be self-effectuating and could be accomplished without the need for amendment to this Agreement. If the Parties cannot agree on the required changes within thirty (30) days, either Party may seek expedited dispute resolution from the Commission. To the extent necessary, and if agreed to by both Parties, the Parties may also negotiate an appropriate conforming amendment to the Agreement in accordance with the requirements of Section 3. If the Parties cannot agree on an amendment within thirty (30) days, either Party may seek expedited dispute resolution from the Commission.
- 3.6.3 If an Order in Docket 01-0614 determines that any of all of the Interim UNEs are still subject in some fashion to the unbundling requirements of Section 13-801 of the Illinois Public Utilities Act, either Party may request that the Parties negotiate an appropriate conforming amendment in accordance with Section 23 (Intervening Law) of the General Terms and Conditions of this Agreement.

3.7 Section 271 Requirements

3.7.1 In the event that AT&T ILLINOIS is no longer obligated to provide the TRO Remand Declassified Elements pursuant to Section 251(c)(3) of the Act it is, nonetheless, obligated to provide certain elements under Section 271 of the Act, at just and reasonable rates (the "271 Elements") including:

- (i) Local loop transmission from the central office to the End User's premises (unbundled from local switching or other services);
- (ii) Local transport from the trunk side of a wireline local exchange carrier switch (unbundled from switching or other services);
- (iii) Local switching (unbundled from transport, local loop transmission, or other services);
- (iv) nondiscriminatory access to databases and associated signaling necessary for call routing and completion.

**4. ACCESS TO UNE CONNECTION METHODS**

4.1 This Section describes the optional connection methods under which AT&T ILLINOIS agrees to provide CLEC with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which AT&T ILLINOIS makes these methods available. These methods provide CLEC access to multiple AT&T ILLINOIS unbundled Network Elements which CLEC may then combine. The methods listed below provide CLEC with access to unbundled Network Elements without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

4.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine unbundled Local Loops, unbundled Local Circuit Switching ports, and unbundled Dedicated Transport within a requested AT&T ILLINOIS Central Office.

4.1.1.1 (Method 1)

4.1.1.1.1 AT&T ILLINOIS will extend AT&T ILLINOIS unbundled Network Elements requiring cross connection to CLEC's Physical or Virtual Collocation Point of Termination (POT) when CLEC is Physically Collocated, in a caged or shared cage arrangement or Virtually Collocated, within the same Central Office where the unbundled Network Elements which are to be combined are located. For Collocation terms and conditions refer to the Collocation Appendix.

4.1.1.2 (Method 2)

4.1.1.2.1 AT&T ILLINOIS will extend AT&T ILLINOIS unbundled Network Elements that require cross connection to CLEC's unbundled Network Element frame located in the common room space, other than the Collocation common area, within

the same Central Office where the unbundled Network Elements which are to be combined are located.

4.1.1.3 (Method 3)

4.1.1.3.1 AT&T ILLINOIS will extend AT&T ILLINOIS unbundled Network Elements to CLEC's unbundled Network Element frame that is located outside the AT&T ILLINOIS Central Office where the unbundled Network Elements are to be combined in a closure such as a cabinet provided by AT&T ILLINOIS on AT&T ILLINOIS property.

- 4.2 The following terms and conditions apply to all methods when AT&T ILLINOIS provides access to Combinations:
- 4.2.1 Within ten (10) business days of receipt of a written request for access to unbundled Network Elements involving three (3) or fewer Central Offices, AT&T ILLINOIS will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to unbundled Network Elements.
  - 4.2.2 Access to unbundled Network Elements via Method 1 is only available to Physically Collocated CLECs. Access to unbundled Network Elements via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of AT&T ILLINOIS Central Office space and equipment.
  - 4.2.3 The CLEC may cancel the request at any time, but will pay AT&T ILLINOIS' reasonable and demonstrable costs for modifying AT&T ILLINOIS' Central Office up to the date of cancellation.
  - 4.2.4 CLEC may elect to access AT&T ILLINOIS' unbundled Network Elements through Physical Collocation arrangements.
  - 4.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
  - 4.2.6 CLEC shall refer trouble it has sectionalized in the AT&T ILLINOIS unbundled Network Element to AT&T ILLINOIS.
  - 4.2.7 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect unbundled Network Elements.
  - 4.2.8 All tools, procedures, and equipment used by CLEC to connect to AT&T ILLINOIS's network shall comply with technical standards set out in AT&T Local Exchange Carrier Technical Document TP76300MP, to reduce the risk of damage to the network and end user customer disruption.
  - 4.2.9 CLEC shall designate each unbundled Network Element being ordered from AT&T ILLINOIS. CLEC shall provide an interface to receive assignment information from AT&T ILLINOIS regarding location of the unbundled Network Elements. This interface may be manual or mechanized.

4.2.10 AT&T ILLINOIS will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with AT&T ILLINOIS shall be referred to such contact numbers.

4.2.11 The use of cellular telephones or two-way pagers is not permitted in AT&T ILLINOIS equipment areas.

## **5. INTENTIONALLY OMITTED**

## **6. CONVERSION OF WHOLESALE SERVICES TO UNES**

6.1 Upon CLEC's request, AT&T ILLINOIS shall convert a wholesale service, or group of wholesale services, to the equivalent unbundled Network Element, or Combination of unbundled Network Elements, that is available to CLEC under this Appendix UNE, so long as CLEC and the wholesale service, or group of wholesale services, meets the eligibility or other criteria that may be applicable for such conversion.

6.2 Unless otherwise agreed to in writing by the Parties, such conversion shall be completed in a manner so that the correct charge is reflected on the next billing cycle after CLEC's request. For purposes of this Agreement, the Parties acknowledge that CLEC has purchased a number of "special access" circuits from AT&T ILLINOIS that terminate to an CLEC collocation cage. AT&T ILLINOIS agrees that CLEC may request the conversion of such special access circuits on a "project" basis by submitting a spreadsheet to AT&T ILLINOIS describing the circuits. In accordance with the requirements of Section 6.4 below, AT&T ILLINOIS shall process such conversions within thirty (30) days of CLEC's request and shall reflect billing changes as described above. In requesting a conversion of an AT&T ILLINOIS service, CLEC must follow the guidelines and ordering requirements provided by AT&T ILLINOIS that are applicable to converting the particular AT&T ILLINOIS service sought to be converted. Where processes for the conversion requested pursuant to this Agreement are not already in place, AT&T ILLINOIS will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.

6.3 AT&T ILLINOIS shall perform any conversion from a wholesale service or group of wholesale services to a unbundled Network Element or Combination of unbundled Network Elements, provided that any service interruption will not be discernable to the end user customers.

6.4 Except as otherwise agreed to by the Parties, AT&T ILLINOIS shall not impose any untariffed termination charges, or any disconnect fees, re-connect fees, or charges associated with establishing a service for the first time, in connection with any conversion between a wholesale service or group of wholesale services and a unbundled Network Element or Combination of unbundled Network Elements.

6.4.1 AT&T ILLINOIS may charge applicable non-recurring charges, as set forth in Appendix Pricing.

6.5 Intentionally Omitted.

6.6 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 UNE, or combination of UNES, CLEC shall not request such conversion or continue using such the UNE or UNES that result from such conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a UNE or combination of UNES, or Commingled Arrangement (as

defined herein), AT&T ILLINOIS may convert the UNE or UNE combination, or Commingled Arrangement, to the equivalent wholesale service, or group of wholesale services, upon written notice to CLEC.

- 6.6.1 This Section 6 applies to any UNE or combination of UNEs, including whether or not such UNE or combination of UNEs had been previously converted from an AT&T ILLINOIS service.
- 6.6.2 AT&T ILLINOIS may exercise its rights provided for hereunder and those allowed by law in auditing compliance with any applicable eligibility criteria.
- 6.7 Nothing contained in this Appendix UNE or Agreement shall supersede or dissolve the terms or conditions of any other contract between the Parties.

## **7. COMMINGLING**

- 7.1 Subject to the provisions of this Agreement (including Sections 21 (UNE Combinations) and 22 (Enhanced Extended Loops) of this Appendix), AT&T ILLINOIS shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T ILLINOIS to the extent required by FCC rules and orders, provided that any changes to such FCC rules or orders after the Effective Date shall be subject to the Intervening Law provisions set forth in Section 23 of the General Terms and Conditions of this Agreement.
- 7.2 Definitions
  - 7.2.1 “Commingling” means the 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 ILLINOIS pursuant to any method other than unbundling under Section 251(c)(3) of the Act, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services. “Commingle” means the act of commingling.
  - 7.2.2 “Commingled Arrangement” means the arrangement created by Commingling.
- 7.3 Commingling Requirements
  - 7.3.1 Upon CLEC’s request, AT&T ILLINOIS shall perform the functions necessary to Commingle an unbundled Network Element or a Combination of unbundled Network Elements with one or more facilities or services that CLEC has obtained at wholesale from AT&T ILLINOIS (as well as requests where CLEC also wants AT&T ILLINOIS to complete the actual Commingling), except that AT&T ILLINOIS shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) it is not technically feasible, including that network reliability and security would be impaired; or (ii) AT&T ILLINOIS’ ability to retain responsibility for the management, control, and performance of its network would be impaired; or (iii) it would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T ILLINOIS’ network. If AT&T ILLINOIS denies a request by CLEC to Commingle on the basis of any of these conditions, and AT&T ILLINOIS’ denial is challenged, AT&T ILLINOIS shall bear the burden of proving that such denial was appropriate.

### 7.3.2 Commingling Requests.

7.3.2.1 Initial Commingling Requests. For any initial request for a particular Commingled Arrangement, CLEC shall submit such request to AT&T ILLINOIS using the Bona Fide Request Application Form described in Appendix BFR of this Agreement. Within thirty (30) days of receiving such a request from CLEC, AT&T ILLINOIS shall provide CLEC with rates, terms and conditions and shall also bear the burden of proving that its proposed rates, terms and conditions, including provisioning intervals, are consistent with Applicable Law. Where AT&T ILLINOIS cannot respond to CLEC's request within thirty (30) days, AT&T ILLINOIS shall bear the burden of proof of demonstrating that it cannot feasibly do so.

7.3.2.2 Repeat Requests. For any repeat request for a particular Commingled Arrangement, CLEC may identify them as such and AT&T ILLINOIS shall not require CLEC to resubmit a BFR Application Form. AT&T ILLINOIS shall respond to such repeat requests within ten (10) days of receipt, providing CLEC with rates, terms and conditions for such request.

7.3.2.2.1 If CLEC submits any requests for a Commingled Arrangement as an initial request, both Parties shall use commercially reasonable efforts to identify whether such request is a repeat request and shall thereafter process it as a repeat rather than initial request.

7.3.2.3 In the event of any dispute related to a commingling request, either Party may request that the Commission resolve such dispute if that Party believes the dispute cannot be resolved through the dispute escalation provisions of this Agreement.

### 7.4 Access to Commingling

7.4.1 AT&T ILLINOIS shall not deny access to a UNE or a combination of UNEs on the grounds that one or more of the UNEs:

7.4.1.1 Is connected to, attached to, linked to, or combined with, a facility or service obtained at wholesale from AT&T ILLINOIS; or

7.4.1.2 Shares part of AT&T ILLINOIS's network with access services or inputs for a Non-Qualifying Service.

### 7.5 Ratcheting

7.5.1 "Ratchet" or "Ratcheting" is a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate. When CLEC purchases Commingled unbundled Network Elements and wholesale services from AT&T ILLINOIS, AT&T ILLINOIS shall charge CLEC on an element-by-element basis for unbundled Network Elements and Combinations and on a service-by-service basis for facilities or services obtained at wholesale (including for example special access services). Notwithstanding its obligations to Commingle under this Section, AT&T ILLINOIS is not required to and shall not "ratchet" individual facilities or unbundled Network Elements; provided, however, that the lack of a ratcheting requirement does not permit AT&T ILLINOIS to deny or refuse CLEC

access to an unbundled Network Element or a Combination of unbundled Network Elements on the grounds that such unbundled Network Element(s) share part of AT&T ILLINOIS' network with access or other non-unbundled Network Element services.

7.6 Intentionally Omitted.

7.7 AT&T ILLINOIS agrees that CLEC may Commingle any elements that it is required to provide pursuant to Section 271 of the Act ("271 Elements") (see section 3.7 above) including but not limited to: (i) Local Loops transmission from the central office to the End Users' premises (unbundled from local switching or other services), (ii) Local transport from the trunk side of a wireline Local Exchange Carrier switch (unbundled from switching or other services), (iii) Local switching (unbundled from transport, local loop transmission, or other services) and (iv) nondiscriminatory access to databases and associated signaling necessary for call routing and completion. AT&T ILLINOIS shall provide CLEC with access to these 271 Elements on a non-discriminatory basis in accordance with the terms and conditions of this Agreement for the corresponding unbundled Network Element and at just, reasonable and non-discriminatory prices.

## 8. NETWORK INTERFACE DEVICE

8.1 The unbundled Network Interface Device (NID) is defined as any means of interconnection of end user customer premises wiring to AT&T ILLINOIS's distribution plant, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the end user customer's inside wire. Maintenance and control of the end user customer's inside wiring (on the end user customer's side of the NID) is under the control of the end user customer. Conflicts between telephone service providers for access to the end user customer's inside wire must be resolved by the end user customer. Pursuant to applicable FCC rules, AT&T ILLINOIS offers nondiscriminatory access to the NID on an unbundled basis to any requesting Telecommunications Carrier for the provision of a Telecommunications Service. CLEC's access to the NID is offered as specified below.

8.2 AT&T ILLINOIS shall permit CLEC to connect CLEC's loop facilities to on-premises wiring of an end user customer through AT&T ILLINOIS' NID, or at any other technically feasible point, in the manner set forth in this section or in any other technically feasible manner.

8.3 Access to Network Interface Device

8.3.1 Due to the wide variety of NIDs utilized by AT&T ILLINOIS (based on end user customer size and environmental considerations), CLEC may access the end user customer's inside wire by any of the following means:

8.3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, and with the subscriber authorization required by this Agreement and Applicable Law, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

8.3.1.2 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures; or

- 8.3.1.3 Request AT&T ILLINOIS to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (*i.e.*, CLEC, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
  - 8.3.1.4 Due to the wide variety of NID enclosures and outside plant environments, AT&T ILLINOIS will work with CLEC to develop specific procedures to establish the most effective means of implementing this Section.
  - 8.3.1.5 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 ILLINOIS's NID where necessary.
  - 8.3.1.6 AT&T ILLINOIS, at the request of CLEC who has constructed its own NID at a premises and needs only to make contact with AT&T ILLINOIS' NID, will disconnect the customer's wiring from AT&T ILLINOIS' NID and reconnect it to the CLEC's NID at no extra charge for this reconnection.
  - 8.3.1.7 If CLEC requests any additional type of access to the NID not specifically referenced above, CLEC and AT&T ILLINOIS will agree to a mutually feasible method of providing the requested type of access, to be facilitated via the Bona Fide Request (BFR) Process.
- 8.4 Technical Requirements
- 8.4.1 The UNE NID shall provide an accessible point of connection for the subscriber-owned inside wiring, for AT&T ILLINOIS' facilities, for the distribution media and/or cross connect to CLEC's UNE NID, and shall maintain a connection to ground.
  - 8.4.2 The UNE NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the distribution media and/or cross connect to CLEC's UNE NID, consistent with the UNE NID's function at the Effective Date of this Agreement.
  - 8.4.3 Where an AT&T ILLINOIS UNE NID exists, it is provided in its "as is" condition. CLEC may request AT&T ILLINOIS do additional work to the UNE NID in accordance with other provisions herein.
  - 8.4.4 The AT&T ILLINOIS UNE NIDs that CLEC uses under this Appendix will be existing UNE NIDs installed by AT&T ILLINOIS to serve its end user customers.
  - 8.4.5 Upon request, AT&T ILLINOIS will dispatch a technician to tag an existing end user customer's inside wire facilities on the end user customer's side of the UNE NID. In such cases, a UNE NID "Premises Visit" charge (Time and Material) shall apply at charges reflected in Appendix Pricing, except the Premises Visit charge shall not apply if the UNE NID location information provided to CLEC prior to the dispatch request was inaccurate. AT&T ILLINOIS shall apply Time and Material charges for Premises Visits at parity with what AT&T ILLINOIS charges its retail end users customers.

- 8.4.6 CLEC shall not attach to or disconnect AT&T ILLINOIS' ground. CLEC shall not cut or disconnect AT&T ILLINOIS' loop from the UNE NID and/or its protector. CLEC shall not cut any other leads in the UNE NID.

## 9. UNE LOCAL LOOP

### 9.1 Definitions:

- 9.1.1 "UNE Local Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in AT&T ILLINOIS's central office and the loop demarcation point at an end-user customer premises. This element includes all features, functions, and capabilities of such transmission facility, including the UNE network interface device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises as well as any inside wire owned or controlled by AT&T ILLINOIS that is part of that transmission path.
- 9.1.2 A "Hybrid Loop" is a UNE Local Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 9.1.3 A "Fiber-to-the-Home Loop" is a UNE Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an end user customer premises.
- 9.1.4 A "DS1 Loop" is a digital UNE Local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate DSL services, including T1 services.
- 9.1.5 A 2-Wire UNE analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 9.1.6 A 4-Wire UNE analog Loop is a transmission path that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire UNE analog Loop provides separate transmit and receive paths.
- 9.1.7 A 2-Wire 160 Kbps UNE digital Loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.
- 9.1.8 A 4-Wire 1.544 Mbps UNE digital Loop is a transmission path that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- 9.1.9 The DS3 UNE loop provides a digital, 45 Mbps transmission facility from AT&T ILLINOIS's Central Office to the end user customer premises.
- 9.1.10 UNE xDSL-Capable Loop: See Appendix xDSL.
- 9.2 UNE Copper Loops. AT&T ILLINOIS shall provide to CLEC, upon CLEC's request, UNE copper Loops on an unbundled basis, if available. A UNE Copper Loop is a stand-alone UNE Local Loop comprised entirely of copper wire or cable. UNE Copper Loops include two-wire and four-wire UNE analog voice-grade copper loops, UNE digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-

wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line ("DSL") services, regardless of whether the UNE copper Loops are in service, held as spares, or newly deployed. UNE Copper Loops include attached electronics using time division multiplexing technology, but does not include packet switching capabilities.

- 9.2.1 Retirement of UNE Copper Loops. Prior to retiring any UNE Copper Loop that has been replaced with a Fiber-to-the-Home Loop, AT&T ILLINOIS shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.
- 9.3 UNE Hybrid Loops. AT&T ILLINOIS is not required to provide to CLEC unbundled access to the packet switched features, functions and capabilities of its UNE Hybrid Loops.
  - 9.3.1 Notwithstanding Section 9.3 above, when CLEC seeks access to a UNE Hybrid Loop for the provision of broadband services, AT&T ILLINOIS shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that UNE Hybrid Loop, including, DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between AT&T ILLINOIS's Central Office and an end user customer premises. This access shall include access to all features, functions, and capabilities of the UNE Hybrid Loop that are not used to transmit packetized information. Terms and conditions for xDSL, Line Sharing and Line Splitting are found in their respective Appendices. AT&T Illinois is not required to provide MCI with unbundled access to any transmission path over a fiber transmission facility between the central office and the customer's premises (including fiber feeder plant) that is used to transmit packetized information. Nor is AT&T Illinois required to provide unbundled access to any electronics or other equipment used to transmit packetized information over hybrid loops.
  - 9.3.2 Notwithstanding Section 9.3, when CLEC seeks access to a UNE Hybrid Loop for the provision of narrowband services, AT&T ILLINOIS may either:
    - 9.3.2.1 Provide nondiscriminatory access, on an unbundled basis, to an entire UNE Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or
    - 9.3.2.2 Provide nondiscriminatory access to a spare home-run UNE Copper Loop (whether terminated or not) serving that customer on an unbundled basis.
- 9.4 Fiber-to-the-Home Loops.
  - 9.4.1 New builds. AT&T ILLINOIS shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop on an unbundled basis when AT&T ILLINOIS deploys such a Loop to an end user customer premises that previously has not been served by any UNE Loop facility.
  - 9.4.2 Overbuilds. AT&T ILLINOIS shall not provide nondiscriminatory access to a Fiber-to-the-Home Loop on an unbundled basis when AT&T ILLINOIS has deployed such a Loop parallel to, or in replacement of, an existing UNE Copper Loop facility, except that:

- 9.4.2.1 AT&T ILLINOIS must (i) maintain the existing Copper Loop connected to the particular customer premises after deploying the Fiber-to-the-Home Loop and (ii) provide CLEC nondiscriminatory access to that UNE Copper Loop on an unbundled basis, upon CLEC's request.
- 9.4.2.2 If AT&T ILLINOIS maintains the existing UNE Copper Loop, AT&T ILLINOIS need not incur any expenses to ensure that the existing UNE Copper Loop remains capable of transmitting signals prior to receiving a request for access, in which case AT&T ILLINOIS shall restore the UNE copper Loop to serviceable condition upon CLEC's request.
- 9.4.2.3 If AT&T ILLINOIS retires the UNE Copper Loop pursuant to the requirements of Section 9.2.1, AT&T ILLINOIS shall provide CLEC, upon CLEC's request, with nondiscriminatory access to a 64 kilo-bits per second transmission path capable of voice grade service over the Fiber-to-the-Home Loop on an unbundled basis.
- 9.5 Intentionally Omitted
- 9.6 Intentionally Omitted.
- 9.7 Routine Network Modifications – UNE Local Loops:
- 9.7.1 Intentionally Omitted.
- 9.7.2 A routine network modification is an activity that AT&T ILLINOIS regularly undertakes for its own end user customers. Routine network modifications include, but are not limited to, rearranging or splicing of 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 ILLINOIS ordinarily attaches to a DS1 Loop to activate such loop for its own end user customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include constructing new loops, installing new cable, securing permits or rights-of-way, constructing new manholes or conduits, or installing new terminals for CLEC, and AT&T ILLINOIS is not obligated to perform those activities for CLEC.
- 9.8 AT&T ILLINOIS will provide CLEC with access to unbundled UNE Local Loops regardless of whether AT&T ILLINOIS uses Integrated Digital Loop Carrier (IDLC) technology, or similar remote concentration devices, for the particular loop sought by CLEC. Where available, AT&T ILLINOIS will move the requested unbundled Local Loop(s) to spare copper, or to Universal Digital Loop Carrier (UDLC) unbundled loop(s) at no additional charge. If, however, no such facilities are available, AT&T ILLINOIS will notify CLEC of the lack of available facilities within two (2) business days.
- 9.8.1 At CLEC's request, AT&T ILLINOIS will provide CLEC with any other technically feasible method of access to IDLC-delivered Loops, including, but not limited to:
- 9.8.1.1 The use of a demultiplexer to separate unbundled Loops prior to connecting the remaining Loops to the switch;
- 9.8.1.2 Multiple switch hosting through the use of GR-303;

- 9.8.1.3 Integrated network access (INA), whereby specific DS-0s are field groomed into specific INA groups as formatted DS-1s;
  - 9.8.1.4 Digital Cross Connect (DSC) grooming, whereby specific DS-0s are groomed onto DS-1s at the DSC;
  - 9.8.1.5 Side-door grooming (hairpinning); or
  - 9.8.1.6 Providing access to Loops and subloops served by IDLCs via PVCs to its OCD, cross connected to CLEC's collocation arrangement.
- 9.9 Additional TELRIC costs per unit for access to IDLC-delivered Loops requested by CLEC pursuant to Section 9.8 not otherwise recovered through existing nonrecurring or recurring rates for unbundled Loops may be recovered from requesting carriers on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- 9.10 When a UNE local loop is ordered to a high voltage area, the Parties understand and agree that the UNE Local Loop will require a 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 customer. Therefore, any request by CLEC for a UNE Local Loop to a high voltage area will be submitted by CLEC to AT&T ILLINOIS via the BFR process set forth in Appendix BFR and CLEC shall be required to pay AT&T ILLINOIS for any HVPE that is provisioned by AT&T ILLINOIS to CLEC in connection with CLEC's UNE loop order to the high voltage area.
- 9.11 Intentionally Omitted.
- 9.12 The Parties acknowledge and agree that AT&T ILLINOIS 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 Customer premises.
- 9.13 CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry.

## 10. UNE SUBLOOP

- 10.1. UNE "Subloop" is a portion of a Copper Loop, or Hybrid Loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of Technically Feasible access in AT&T ILLINOIS' outside plant, including inside wire owned or controlled by AT&T ILLINOIS, and the customer premises. A UNE Subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of Technically Feasible access and the demarcation point at the customer premises, and includes the features, functions, and capabilities of the UNE Subloop. UNE Subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide DSL services, regardless of whether the subloops are in service or held as spares.
- 10.1.1. A point of technically feasible access is any point in AT&T ILLINOIS' outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

10.2 Intentionally Omitted.

10.3 UNE Subloops.

10.3.1 AT&T ILLINOIS shall provide CLEC, upon CLEC's request, with nondiscriminatory access to UNE Subloops on an unbundled basis.

10.3.2 Subloops for access to multiunit premises wiring. AT&T ILLINOIS shall provide CLEC, upon CLEC's request, with nondiscriminatory access to the Subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of Loop that CLEC seeks to provision for its customer. The "Subloop for access to multiunit premises wiring" is defined as any portion of the Loop that it is Technically Feasible to access at a terminal in AT&T ILLINOIS' outside plant at or near a multiunit premises. One category of this Subloop is inside wire, which is defined as all loop plant owned or controlled by AT&T ILLINOIS at a multiunit customer premises between the minimum point of entry as defined in Section 68.105 of the FCC's Rules and the point of demarcation of AT&T ILLINOIS's network as defined in Section 68.3 of the FCC's Rules.

10.4 UNE Subloop conditioning where applicable, is covered in Appendix DSL.

10.5 Access to UNE Subloops

10.5.1 Access to terminals for UNE Subloops is defined to include:

10.5.1.1 any technically feasible point, near the end user customer's premises accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the end user customer premises),

10.5.1.2 the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the trunk line, or "feeder", leading back to the central office and the "distribution" plant, branching out to the subscribers, meet, and "interface".

10.5.1.3 Intentionally Omitted

10.5.1.4 the Terminal or Remote Terminal (underground or aerial),

10.5.1.5 Intentionally Omitted

10.6 CLEC may request access to the following Subloop segments:

FROM	TO
Serving Area Interface or Feeder Distribution Interface	Terminal
Serving Area Interface or Feeder Distribution Interface	Network Interface Device
Terminal	Network Interface Device
Network Interface Device	Stand Alone
SPOI (Single Point of Interface)	Network Interface Device

10.7 Provisioning:

10.7.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific UNE subloop circuit(s).

10.7.2 Spare UNE subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

10.7.3 Provisioning intervals for UNE subloops shall be governed by CLEC's state-specific contract interval for the stand-alone, full unbundled Network Element. For example, the provisioning interval for DSL-capable UNE subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

10.8 Maintenance:

10.8.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the UNE subloop from the AT&T ILLINOIS switch/testing equipment will be lost.

10.8.2 Once UNE Subloop Access Arrangements have been completed and balance of payment due AT&T ILLINOIS is received, CLEC may place LSRs for subloops at this location. Prices at which AT&T ILLINOIS agrees to provide CLEC with unbundled Network Elements are contained in the state specific Appendix Pricing.

10.8.3 In the event of catastrophic damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, AT&T ILLINOIS' repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all end user customers to be restored in the least amount of time. Should CLEC's cabling require replacement, AT&T ILLINOIS will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

10.8.4 For Maintenance of Service Charge (MSC) see Section 20.2.1

10.9 Subloop Access Arrangements:

10.9.1 Intentionally Omitted.

10.9.2 The space available for combining, collocating or obtaining various UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC may initiate a Special Construction Arrangement (SCA) by submitting a UNE Subloop Access Arrangement Application.

10.9.3 Upon receipt of a complete and correct application, AT&T ILLINOIS will provide to CLEC within thirty (30) days, a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for UNE sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

10.9.4 The assignment of UNE subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

- 10.9.5 UNE Subloop inquiries do not serve to reserve UNE subloop(s).
- 10.9.6 Several options exist for Collocation or UNE Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis.
- 10.9.7 CLEC will be responsible for obtaining rights of way from owners of property where AT&T ILLINOIS has placed the equipment necessary for the UNE Subloop Access Arrangement, if necessary, prior to submitting the request for a SCA.
- 10.9.8 CLEC shall have the "Collocation" and "Poles, Conduit, and ROW" appendices in the Agreement to provide the guidelines for both CLEC and AT&T ILLINOIS to successfully implement UNE subloops, should collocation, access to poles/conduits or rights of way be required.
- 10.9.9 Construction of the UNE Subloop Access Arrangement shall be completed within ninety (90) days of CLEC submitting to AT&T ILLINOIS written approval and payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. AT&T ILLINOIS will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way as defined herein. In the event CLEC disputes the estimate for an UNE Subloop Access Arrangement in accordance with the dispute resolution procedures set forth in the General Terms and Conditions of this Agreement, AT&T ILLINOIS will proceed with construction of the UNE Subloop Access Arrangement upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance payable by CLEC upon completion of the SAA. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.
- 10.9.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with an AT&T ILLINOIS technician. If CLEC desires test access to the UNE Subloop Access Arrangement, CLEC should place its own test point in its cable prior to cable entry into AT&T ILLINOIS' interconnection point.
- 10.9.11 A non-binding CLEC forecast shall be required as a part of the request for a UNE Subloop Access Arrangement, identifying the UNE subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow AT&T ILLINOIS to properly engineer access to each SAI and to ensure AT&T ILLINOIS does not provide more available terminations than CLEC expects to use.
- 10.9.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFAs for their subloop pairs utilizing the same 25-pair binder group. The CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.
- 10.9.13 Unused CLEC terminations (in normal splicing increments such as 25-pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal at CLEC expense.

10.9.14 In the event CLEC elects to discontinue use of an existing Subloop Access Arrangement, or abandons such arrangement, CLEC shall pay AT&T ILLINOIS for removal of their facilities from such arrangement.

10.10 UNE Subloop Access Arrangement (SAA) Access Points:

10.10.1 SAI/FDI or Terminal

10.10.1.1 CLEC cable to be terminated in an AT&T ILLINOIS SAI/FDI, or Terminal, shall consist of 22 or 24-gauge copper twisted pair cable bonded and grounded to the power company Multi Grounded Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

10.10.1.2 CLEC may elect to place their cable to within 3 feet of the SAA site and coil up an amount of cable, defined by the engineer in the design phase, that AT&T ILLINOIS will terminate on available binding posts in the SAI/FDI or Terminal.

10.10.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and AT&T ILLINOIS will stub out a cable from the SAI/FDI or Terminal, which AT&T ILLINOIS will splice to CLEC's cable at the meet point.

10.10.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the twelve (12) month period beginning on the date of the inquiry LSR.

10.10.1.5 Exhausted termination points in a SAI/FDI - When a SAI/FDI's termination points are all terminated to assignable cable pairs, if CLEC and AT&T ILLINOIS are mutually agreeable, AT&T ILLINOIS may increase capacity of the SAI/FDI by the method of its choice, for which CLEC will be charged a portion of the expense to be determined by duly authorized CLEC and AT&T ILLINOIS engineers for the purpose of allowing CLEC to terminate its cable at the SAI/FDI.

10.10.1.6 Exhausted termination points in a terminal - When a terminal's termination points are all terminated to assignable cable pairs, AT&T ILLINOIS may choose to increase the capacity of the terminal or, upon CLEC's request, to construct an adjacent termination facility to accommodate the CLEC facilities for which CLEC will be charged.

10.11 Relocation of Existing ILEC/CLEC Facilities involved in a SAA at a RT, SAI/FDI, Terminal or NID:

10.11.1 AT&T ILLINOIS shall notify CLEC of pending relocation as soon as AT&T ILLINOIS receives such notice.

10.11.2 CLEC shall notify AT&T ILLINOIS of its intentions to remain, or not, in the SAA by way of a new Subloop Access Arrangement Application for a new SCA.

10.11.3 AT&T ILLINOIS shall then provide CLEC an estimate to terminate their facilities as part of the relocation of the site including the applicable SAA. This process may require a site visit by CLEC and AT&T ILLINOIS engineers.

- 10.11.4 CLEC shall notify AT&T ILLINOIS of acceptance or rejection of the new SCA within ten (10) business days of its receipt of AT&T ILLINOIS's estimate.
- 10.11.5 Upon acceptance of the AT&T ILLINOIS estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify AT&T ILLINOIS of their acceptance of estimate costs.
- 10.11.6 Should CLEC decide not to continue the SAA, CLEC will notify AT&T ILLINOIS as to the date that AT&T ILLINOIS may remove CLEC's facilities from that SAA. CLEC will pay AT&T ILLINOIS for all costs associated with the removal of CLEC's SAA.
- 10.11.7 In the event that CLEC does not respond to AT&T ILLINOIS in time to have their facilities relocated, AT&T ILLINOIS shall move CLEC facilities and submit a bill for payment to CLEC for the costs associated with the relocation. Should CLEC elect not to pay this bill, CLEC's facilities will be removed from the site upon thirty (30) days notice to CLEC.
- 10.12 RT (for DS3 UNE Subloop):
- 10.12.1 CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineers in the design phase that AT&T ILLINOIS will terminate on a fiber/coax interconnection block to be constructed in the RT.
- 10.12.2 CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and AT&T ILLINOIS will stub out a cable from the RT, which AT&T ILLINOIS will splice to CLEC's cable at the meet point.
- 10.13 Intentionally Omitted.
- 10.14 Intentionally Omitted.
- 10.15 Retirement of Copper UNE SubLoops. Prior to retiring any Copper UNE SubLoop that has been replaced with a Fiber-to-the-Home Loop, AT&T ILLINOIS shall comply with (i) the network disclosure requirements set forth in Section 251(c)(5) of the Act and in Sections 51.325 through 51.335 of the FCC's Rules and (ii) any applicable requirements of state law.

## 11. ENGINEERING CONTROLLED SPLICE (ECS)

- 11.1 AT&T ILLINOIS will make available an Engineering Controlled Splice (ECS), which will be owned by AT&T ILLINOIS, for CLEC to gain access to UNE subloops at or near remote terminals.
- 11.2 The ECS shall be made available for SAAs utilizing the SCA
- 11.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that AT&T ILLINOIS will construct any UNE Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If AT&T ILLINOIS elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an

- SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.
- 11.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if AT&T ILLINOIS places more pairs at the splice.
  - 11.2.3 AT&T ILLINOIS will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. Although AT&T ILLINOIS will construct the engineering controlled splice, the ECS maybe owned by AT&T ILLINOIS or the CLEC (depending on the specific arrangement) at the option of AT&T ILLINOIS.
  - 11.2.4 If more than one CLEC obtains space in expanded remote terminals or adjacent structures and obtains an SAA with the new copper interface point at the ECS, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper/fiber shall be reimbursed those costs in equal proportion to the space or lines used by the requesting carriers.
  - 11.2.5 AT&T ILLINOIS may require a separate SCA for each remote terminal site.
  - 11.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper UNE subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis.
- 11.3 CLEC will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).
- 11.3.1 Dedicated Facility Option (DFO)
    - 11.3.1.1 CLEC may request AT&T ILLINOIS splice the existing cabling between the ECS and the SAI to the CLEC's SAA facility. This facility will be "dedicated" to the CLEC for subsequent UNE subloop orders.
    - 11.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.
    - 11.3.1.3 CLECs will compensate AT&T ILLINOIS for each of the dedicated subloop facilities, based on recurring UNE subloop charges for the quantity of UNE subloops dedicated to the CLEC between the ECS and the SAI.
  - 11.3.2 Cross-connected Facility Option (CFO)
    - 11.3.2.1 CLEC may request AT&T ILLINOIS build an ECS cross-connect junction on which to terminate CLEC's SAA facility.
    - 11.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the

termination of AT&T ILLINOIS cabling between the ECS and the RT and/or SAI, and the inventorying of that AT&T-132STATE cabling.

11.3.2.3 CLEC must designate the quantity of UNE subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI.

11.3.2.4 CLECs will compensate AT&T ILLINOIS for the charges incurred by AT&T ILLINOIS derived from the CLEC's request for the SCA.

**12. INTENTIONALLY OMITTED**

**13. INTENTIONALLY OMITTED**

**14. INTENTIONALLY OMITTED**

**15. INTENTIONALLY OMITTED**

**16. INTENTIONALLY OMITTED**

**17. INTENTIONALLY OMITTED**

**18. OPERATIONS SUPPORT SYSTEMS FUNCTIONS**

18.1 AT&T ILLINOIS shall provide nondiscriminatory access in accordance with Section 47CFR 51.311 and Section 251(c)(3) of the Act to Operations Support Systems (OSS) on an unbundled basis to CLEC for the provision of a Telecommunications Service. OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T ILLINOIS' databases and information. AT&T ILLINOIS, as part of its duty to provide access to the pre-ordering function, must provide CLEC with nondiscriminatory access to the same detailed information about the loop that is available to AT&T ILLINOIS. Access to OSS is available as described in Appendix OSS.

**19. CROSS CONNECTS**

19.1 CLEC shall pay AT&T ILLINOIS for cross connects at the rates set forth in Appendix Pricing of this Agreement.

**20. PROVISIONING AND MAINTENANCE OF LAWFUL UNBUNDLED NETWORK ELEMENTS**

**20.1 Provisioning/Maintenance of Unbundled Network Elements**

20.1.1 CLEC may order from AT&T ILLINOIS multiple individual unbundled Network Elements on a single order subject to OSS specifications without the need to have CLEC send an order for each such unbundled Network Element if such unbundled Network Elements are: (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

20.1.2 AT&T ILLINOIS shall provide all provisioning services to CLEC during the same business hours AT&T ILLINOIS provisions similar services for its end user customers or other CLECs.

20.1.3 AT&T ILLINOIS shall provide a Single Point of Contact (SPOC) within the LSC for ordering and provisioning contacts and order flow involved in the purchase

and provisioning of AT&T ILLINOIS' unbundled Network Elements or combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering and provisioning order flows. The SPOC shall also provide to CLEC a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of unbundled Network Elements or combinations.

- 20.1.4 AT&T ILLINOIS shall provide to CLEC a Single Point of Contact (Local Service Center or LSC) for ordering unbundled Network Elements. A national toll-free number will be provided. This LSC is responsible for order acceptance, order issuance, and return of the FOC to CLEC as specified in Performance Measurements Appendix. In addition, AT&T ILLINOIS shall provide to CLEC a Single Point of Contact (Local Operations Center or LOC) for all provisioning, maintenance, repair, and cut-over coordination. A national toll-free number will be provided twenty-four (24) hours a day, seven (7) days a week.
- 20.1.5 AT&T ILLINOIS will recognize CLEC as the customer of record of all Network Elements on an unbundled basis and Combinations ordered by CLEC and will send all notices, invoices and pertinent customer information directly to CLEC.
- 20.1.6 AT&T ILLINOIS may not initiate any disconnection or rearrangement of any CLEC ordered Network Element on an unbundled basis or Combination, except as directed by CLEC or as otherwise provided in this Agreement.
- 20.1.7 AT&T ILLINOIS will provide CLEC with a Firm Order Confirmation (FOC) for each order for all Network Elements on an unbundled basis. The FOC shall contain an enumeration of CLEC's ordered unbundled Network Elements, services or combination features, options, physical Interconnection, quantity and a due date for the order. AT&T ILLINOIS must return the FOC for unbundled Network Elements and combinations within five (5) hours of AT&T ILLINOIS' receipt of any electronically submitted order and within twenty-four (24) hours of AT&T ILLINOIS' receipt of any manually submitted (faxed) order.
- 20.1.8 AT&T ILLINOIS shall provision unbundled Network Elements in accordance with the time frames set forth in Performance Measurements Appendix.
- 20.1.9 AT&T ILLINOIS agrees to negotiate with CLEC prior to the due date a scheduled conversion date and time.
- 20.1.10 Not less than one (1) hour prior to the scheduled conversion time, either Party may contact the other Party and unilaterally designate a new scheduled conversion time. If the new conversion time is within the conversion window, no charges shall be assessed on or waived by either Party. If, however, the new conversion time is outside of the conversion window, the Party requesting such new conversion time shall be subject to the following:
- 20.1.10.1 If AT&T ILLINOIS requests the new conversion time, the applicable line connection charge shall be waived; and
- 20.1.10.2 If CLEC requests the new conversion time, CLEC shall be assessed a line connection charge in addition to the line connection charge that will be incurred for the new conversion time.

- 20.1.11 The Parties agree that they will negotiate terms and conditions relative to coordinated cutovers (hot cuts) upon completion of state commission collaboratives in which hot cuts procedures are being addressed.
- 20.1.12 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" telephone exchange service to the connection of an unbundled Network Element at the CLEC collocation interface point will be sixty (60) minutes or less. For purposes of this section, Delaying Event means (a) any failure of AT&T ILLINOIS to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of CLEC to perform any of its obligations set forth in this Agreement, or (ii) any delay, act or failure to act by CLEC or its end user customer, agent or subcontractor or (b) any Force Majeure Event. AT&T ILLINOIS shall waive the applicable line connection charge for such element.
- 20.1.13 Upon work completion, AT&T ILLINOIS will provide CLEC electronically (unless otherwise notified by CLEC) with an order completion per order that states when that order was completed. AT&T ILLINOIS shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., time and materials charges) up to a previously agreed upon limit associated with that order.
- 20.1.14 As soon as identified, AT&T ILLINOIS shall provide notification electronically of CLEC orders that are incomplete or incorrect and therefore cannot be processed.
- 20.1.15 As soon as identified, AT&T ILLINOIS shall provide notification electronically of any instances when AT&T ILLINOIS's due dates are in jeopardy of not being met by AT&T ILLINOIS on any element or feature contained in any order for unbundled Network Elements. AT&T ILLINOIS shall indicate its new due date as soon as such date is available.
- 20.1.16 AT&T ILLINOIS shall provide to CLEC upon request:
- 20.1.16.1 A list of all services and features technically available from each switch that AT&T ILLINOIS may use to provide Local Switching, by switch CLLI.
  - 20.1.16.2 A listing of street address detail for the service coverage area of each switch CLLI.
  - 20.1.16.3 When available, all engineering design and layout information for each unbundled Network Element and Combination; provided that CLEC shall pay AT&T ILLINOIS in advance of receiving the information the costs incurred by AT&T ILLINOIS to provide CLEC with copies of such information.
  - 20.1.16.4 A listing of all technically available functionalities for each unbundled Network Element or Combination. If CLEC orders a technical publication, CLEC shall pay AT&T ILLINOIS for the technical publications.
- 20.1.17 Within twenty-four (24) hours of CLEC's request, AT&T ILLINOIS will perform cooperative testing with CLEC (including trouble shooting to isolate any problems) to test unbundled Network Elements or Combinations purchased by CLEC in order to identify any performance problems.

- 20.1.18 For orders of unbundled Network Elements (and LNP with the installation of a Loop) that require coordination among AT&T ILLINOIS, CLEC and CLEC's customer, CLEC shall be responsible for any necessary coordination with its customer.
- 20.1.19 Access to unbundled Network Elements is provided under this Agreement over such routes, technologies, and facilities as AT&T ILLINOIS may elect at its own discretion, but also at parity and on a nondiscriminatory basis. AT&T ILLINOIS will provide access to unbundled Network Elements where technically feasible. Where facilities and equipment are not available AT&T ILLINOIS shall not be required to provide UNEs. However CLEC may request and to the extent required by law, AT&T ILLINOIS may agree to provide UNEs, through the Bona Fide Request (BFR) process outlined in Appendix BFR.
- 20.1.20 Subject to the terms herein, AT&T ILLINOIS is responsible only for the provisioning, installation, operation and maintenance of the unbundled Network Elements it provides. AT&T ILLINOIS is not otherwise responsible for the Telecommunications Services, including the design thereof, provided by CLEC through the use of those unbundled Network Elements, provided that both AT&T ILLINOIS and CLEC meet their obligations under this Appendix UNE and the Agreement. CLEC will be responsible for the products and services it provides its end user customers.
- 20.1.21 Where unbundled Network Elements provided to CLEC are dedicated to a single end user customer, if such unbundled Network Elements are for any reason disconnected they shall be made available to AT&T ILLINOIS for future provisioning needs, on the same basis AT&T ILLINOIS holds or reassigns such facilities for its own end user customers, unless such unbundled Network Element is disconnected in error. CLEC agrees to relinquish control of any such unbundled Network Element concurrent with the disconnection of CLEC's end user customer service.
- 20.1.22 CLEC shall make available at mutually agreeable times the unbundled Network Elements provided pursuant to this Appendix in order to permit AT&T ILLINOIS to test and make adjustments appropriate for maintaining the unbundled Network Elements in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments. But in no case will AT&T ILLINOIS perform scheduled maintenance on any CLEC unbundled Network Element prior to providing reasonable notice to CLEC in advance of performing such maintenance. AT&T ILLINOIS shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any emergency maintenance actions it takes effecting CLEC.
- 20.1.23 CLEC shall connect equipment and facilities that are compatible with AT&T ILLINOIS' unbundled Network Elements and shall use unbundled Network Elements in accordance with all applicable regulatory standards and the requirements of this Agreement. CLEC's use of any AT&T ILLINOIS unbundled Network Element, or of its own equipment or facilities in conjunction with any AT&T ILLINOIS unbundled Network Element, will not materially interfere with or impair service over any facilities of AT&T ILLINOIS, 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 ILLINOIS 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 unbundled Network Element(s) causing the violation.

#### 20.1.24 Migrations

20.1.24.1 When an existing end user customer served by (i) AT&T ILLINOIS or (ii) another CLEC changes service to CLEC using any AT&T ILLINOIS provided unbundled Network Element(s), CLEC shall issue appropriate service requests to connect new service to CLEC's end user customer. In either scenario, CLEC's service requests will be processed by AT&T ILLINOIS, and CLEC will be charged the applicable charge(s) as set forth in the Pricing Appendix. In either scenario, the end user customer's services will not be modified unless requested by CLEC and any service interruptions will not be discernable to the end user customer.

20.1.24.2 When end user customers served by one CLEC using AT&T ILLINOIS UNEs are migrated to CLEC, CLEC shall issue appropriate service requests.

20.1.24.3 For "As is migrations" see Appendix OSS section 4.5.

#### 20.1.25 Intentionally Omitted.

20.2 If trouble occurs with unbundled Network Elements provided by AT&T ILLINOIS, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the end user customer. If CLEC determines the trouble is in AT&T ILLINOIS' equipment and/or facilities, CLEC will issue a trouble report to AT&T ILLINOIS.

20.2.1 A Party shall pay Time and Material Charges (maintenance of service charges/additional labor charges) when it reports a suspected failure of a unbundled Network Element and the other Party dispatches personnel to the end user customer's premises or a Central Office and to the extent that the trouble was not caused by the other Party's facilities or equipment. Time and Material Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in Appendix Pricing. AT&T ILLINOIS shall apply Time and Material charges for Premises Visits at parity with what AT&T ILLINOIS charges its retail end users customers.

20.3 Intentionally Omitted.

20.4 CLEC shall pay Time and Material charges when AT&T ILLINOIS dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T ILLINOIS or in detariffed CPE provided by AT&T ILLINOIS, unless covered under a separate maintenance agreement. Anything to the contrary in this Agreement notwithstanding, AT&T ILLINOIS shall not proceed with any repairs pursuant to this section without the consent of CLEC's end user customer, which consent shall be obtained in accordance with the requirements of this Agreement, including providing CLEC with documentation of the end user customer's request.

- 20.5 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 20.6 If CLEC issues a trouble report allowing AT&T ILLINOIS access to the end user customer's premises and AT&T ILLINOIS personnel are dispatched but denied access to the premises, provided AT&T ILLINOIS makes a reasonable effort to enter the premises, then Time and Material charges will apply for the period of time that AT&T ILLINOIS personnel are dispatched. Subsequently, if AT&T ILLINOIS personnel are allowed access to the premises, these charges will still apply.
- 20.7 If CLEC requests or approves a AT&T ILLINOIS technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material Charges for any additional work to perform such services only in circumstances in which AT&T ILLINOIS would have charged its own customer such charges for work performed outside of normal scheduled working hours.
- 20.8 Time and Material Charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work-related efforts performed other than on a normally scheduled workday.

## 21. UNE COMBINATIONS

- 21.1 At CLEC's request, AT&T ILLINOIS shall provide combinations of unbundled Network Elements in accordance with the requirements of this Section 21, other applicable requirements of this Agreement and Applicable Law, including 47 CFR Section 315. AT&T ILLINOIS may not require CLEC to own or control any local exchange facilities as a condition of offering to CLEC any Network Element or combination. AT&T ILLINOIS may not require CLEC to combine Network Elements. AT&T ILLINOIS shall not separate Network Elements that are already combined on AT&T ILLINOIS' Network unless requested by CLEC.
- 21.2 Without affecting the other provisions hereof, the UNE combining obligations referenced in this Section 21 apply only in situations where each of the following is met:
- 21.2.1 it is technically feasible, including that network reliability and security would not be impaired;
- 21.2.2 AT&T ILLINOIS' ability to retain responsibility for the management, control, and performance of its network would not be impaired;
- 21.2.3 it would not undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T ILLINOIS' network.