

### 3. ACCESS TO LAWFUL UNE CONNECTION METHODS

- 3.1 Subject to Section 2 of this Appendix Lawful UNEs, ~~AT&T-STATEAT&T-1322STATE~~ shall provide Access to Lawful UNE without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
- 3.1.1 In the ~~AT&T-STATEAT&T-1322STATE~~ premises where CLEC is Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Physical and Virtual Collocation Appendices) ~~AT&T-STATEAT&T-1322STATE~~ will extend ~~AT&T-STATEAT&T-1322STATE~~ Lawful UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same ~~AT&T-STATEAT&T-1322STATE~~ premises where the Lawful UNEs are located.
- 3.1.2 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.1.3 CLEC shall refer trouble sectionalized in the ~~AT&T-STATEAT&T-1322STATE~~ Lawful UNE to ~~AT&T-STATEAT&T-1322STATE~~.
- 3.1.4 Prior to ~~AT&T-STATEAT&T-1322STATE~~ providing access to Lawful UNEs under this Appendix, CLEC and ~~AT&T-STATEAT&T-1322STATE~~ shall provide each other with a point of contact for overall coordination.
- 3.1.5 CLEC shall designate each Lawful UNE being ordered from ~~AT&T-STATEAT&T-1322STATE~~. CLEC shall provide an interface to receive assignment information from ~~AT&T-STATEAT&T-1322STATE~~ regarding location of the affected Lawful UNEs. This interface may be manual or mechanized.
- 3.1.6 ~~AT&T-STATEAT&T-1322STATE~~ will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with ~~AT&T-STATEAT&T-1322STATE~~ shall be referred to such contact numbers.
- 3.2 Any other method may be requested by the BonaFide Request Process outlined in Section 6 below.

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### 6. BONA FIDE REQUEST

- 6.1 Subject to Section 2, ~~AT&T-STATEAT&T-1322STATE~~ shall process BFR requests under the following terms and conditions in this subsection.
- 6.2 The Bona Fide Request process described in Item I of this Section 6 applies to each Bona Fide Request submitted in the ~~AT&T-STATEAT&T-10STATE~~ and ~~AT&T-NEVADA~~ Territory. ~~The Bona Fide Request process described in Item II of this Section 6 shall apply to each Bona Fide Request submitted in the AT&T CONNECTICUT Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the AT&T CALIFORNIA Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 6 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day" means Monday through Friday, excluding Holidays observed by AT&T-STATEAT&T-1322STATE.~~
- 6.3 **Item I**  
**~~AT&T-STATEAT&T-10STATE, AT&T-NEVADA~~ Bona Fide Request Process**
- 6.3.1 A Bona Fide Request ("BFR") is the process by which CLEC may request ~~AT&T-STATEAT&T-10STATE, AT&T-NEVADA~~ to provide CLEC access to an additional or new, undefined Lawful UNE, Lawful UNE Combination and/or Lawful Commingling requests that constitute or involve a Lawful

- UNE required to be provided by ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ but that is not available under this Agreement at the time of CLEC's request.
- 6.3.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 6.3.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the respective sections of the CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested Lawful UNE, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 6.3.4 CLEC is responsible for all costs incurred by ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ for its costs incurred to complete the Preliminary Analysis of the BFR:
- 6.3.4.1 Include with its BFR Application Form a \$2,000 deposit to cover ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~'s preliminary evaluation costs, in which case ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or
- 6.3.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 6.3.5 If CLEC submits a \$2,000 deposit with its BFR, and ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ is not able to process the Request or determines that the Request does not qualify for BFR treatment, then ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 6.3.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 6.3.7 ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 6.3.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ will offer the Request to CLEC or (ii) advise CLEC that ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ will not offer the Request. If ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ indicates it will not offer the Request, ~~AT&T STATEAT&T-10STATE, AT&T NEVADA~~ will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: (i) access to the Request is not technically feasible, (ii) that the Request is not for a Lawful UNE, or is otherwise not required to be provided by ~~AT&T~~

~~STATE AT&T-10 STATE, AT&T NEVADA~~ under the Act and/or, (iii) that the BFR is not the correct process for the request.

- 6.3.9 If the Preliminary Analysis indicates that ~~AT&T STATE AT&T-10 STATE, AT&T NEVADA~~ will offer the Request, CLEC may, at its discretion, provide written authorization for ~~AT&T STATE AT&T-10 STATE, AT&T NEVADA~~ to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by ~~AT&T STATE AT&T-10 STATE, AT&T NEVADA~~ within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to ~~AT&T STATE AT&T-10 STATE, AT&T NEVADA~~ all demonstrable costs as set forth above. Any request by CLEC for ~~AT&T STATE AT&T-10 STATE, AT&T NEVADA~~ to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 6.3.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, ~~AT&T STATE AT&T-10 STATE, AT&T NEVADA~~ shall provide to CLEC a BFR Quote.
- 6.3.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse ~~AT&T STATE AT&T-10 STATE, AT&T NEVADA~~ for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under the Dispute Resolution Process set forth in the General Terms and Conditions of this Agreement. If ~~AT&T STATE AT&T-10 STATE, AT&T NEVADA~~ does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse ~~AT&T STATE AT&T-10 STATE, AT&T NEVADA~~ for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 6.3.4221 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 6.3.4322 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forth in the General Terms and Conditions section of this Agreement.

#### 6.4 Intentionally Omitted Item II

##### AT&T-CONNECTICUT Bona Fide Request Process

- 6.4.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to ~~AT&T CONNECTICUT~~, with the following exceptions:
- 6.4.2 Section 6.3.1 is amended to add the following: A CLEC may submit a BFR to request new Lawful UNEs, provided the request is not covered by one of the following conditions:
- 6.4.2.1 The Lawful UNEs requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.
- 6.4.2.2 The Lawful UNEs requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state Commission or an industry standards body.

6.4.2.3 The Lawful UNEs requested are not included in a Telco-tariffed offering as an existing capability or functional equivalent.

6.4.2.4 If the request is covered by one of the conditions listed above, AT&T CONNECTICUT will make these items generally available.

6.4.3 Sections 6.3.3 and 6.3.4 are amended as follows: No charges apply for AT&T CONNECTICUT to prepare the Preliminary Analysis.

6.4.4 Section 6.3.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by AT&T CONNECTICUT after AT&T CONNECTICUT submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for AT&T CONNECTICUT to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time AT&T CONNECTICUT receives the written notice of cancellation from CLEC. However, if AT&T CONNECTICUT receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by AT&T CONNECTICUT or the estimate in the BFR Quote plus twenty percent (20%).

6.4.5 Section 6.3.7 is amended as follows: AT&T CONNECTICUT will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, AT&T CONNECTICUT will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once AT&T CONNECTICUT has received a complete and accurate BFR Application Form.

6.4.6 AT&T CONNECTICUT will apply standard-tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

6.4.7 For AT&T CONNECTICUT, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of the Department on the matter in dispute.

## 6.5 Intentionally Omitted: Item III

### AT&T CALIFORNIA Bona Fide Request Process

6.5.1 The Bona Fide Request provisions set forth in 6.3 Item I shall apply to BFRs submitted to AT&T CALIFORNIA, with the following exceptions:

6.5.2 Section 6.3.1 is amended as follows: A Bona Fide Request ("BFR") is the process by which CLEC may request AT&T CALIFORNIA to provide CLEC access to an additional or new, undefined Lawful UNE.

6.5.3 Interconnection arrangement, or other (a "Request"), that is required to be provided by AT&T CALIFORNIA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

6.5.4 Section 6.3.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

\* Section 6.5 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 6.5.5 Section 6.3.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, ~~AT&T-CALIFORNIA~~ will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that ~~AT&T CALIFORNIA~~ will offer the request. The Preliminary Analysis provided by ~~AT&T CALIFORNIA~~ will include cost categories (material, labor and other) and high level costs for the request. ~~AT&T CALIFORNIA~~ will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30<sup>th</sup> calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54<sup>th</sup> calendar day).
- 6.5.6 If the BFR is denied, ~~AT&T CALIFORNIA~~ will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new Lawful UNE, interconnection or other arrangement required by law.
- 6.5.7 If ~~AT&T CALIFORNIA~~ refers CLEC to an alternate process, the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

## 7. NETWORK INTERFACE DEVICE

- 7.1 Subject to Section 2 of this Appendix Lawful UNE, ~~AT&T-STATEAT&T-1322STATE~~ shall provide Lawful UNE Network Interface Device under the following terms and conditions in this subsection.
- 7.2 The Lawful UNE Network Interface Device (NID) is defined as any means of interconnection of End User premises wiring to ~~AT&T-STATEAT&T-1322STATE~~'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the Lawful UNE NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the Lawful 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-STATEAT&T-1322STATE~~ offers nondiscriminatory access to the Lawful UNE NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. CLEC access to the Lawful UNE NID is offered as specified below (~~AT&T-1224STATE~~) or by tariff (~~AT&T CONNECTICUT~~).
- 7.3 ~~AT&T-STATEAT&T-1224STATE~~ will permit CLEC to connect its local loop facilities to End Users' premises wiring through ~~AT&T-STATEAT&T-1224STATE~~'s Lawful UNE NID, or at any other technically feasible point.
- 7.4 CLEC may connect to the End User's premises wiring through the ~~AT&T-STATEAT&T-1224STATE~~ Lawful UNE NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the Lawful UNE NID required by CLEC will be performed by ~~AT&T-STATEAT&T-1224STATE~~ based on Time and Material charges. ~~AT&T-STATEAT&T-1224STATE~~, at the request of CLEC, will disconnect the ~~AT&T-STATEAT&T-1224STATE~~ local loop from the Lawful UNE NID, at charges reflected in the state specific Appendix Pricing.
- 7.5 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-STATEAT&T-1224STATE~~'s Lawful UNE NID where necessary.
- 7.6 The ~~AT&T-STATEAT&T-1224STATE~~ Lawful UNE NIDs that CLEC uses under this Appendix will be existing Lawful UNE NIDs installed by ~~AT&T-STATEAT&T-1224STATE~~ to serve its End Users.
- 7.7 CLEC shall not attach to or disconnect ~~AT&T-STATEAT&T-1224STATE~~'s ground. CLEC shall not cut or disconnect ~~AT&T-STATEAT&T-1224STATE~~'s loop from the Lawful UNE NID and/or its protector. CLEC shall not cut any other leads in the Lawful UNE NID.

- 7.8 CLEC, who has constructed its own NID at a premises and needs only to make contact with ~~AT&T-STATEAT&T-1221STATE~~'s Lawful UNE NID, can disconnect the End User's wiring from ~~AT&T-STATEAT&T-1221STATE~~'s Lawful UNE NID and reconnect it to the CLEC's NID.
- 7.9 If CLEC requests a different type of Lawful UNE NID not included with the loop, ~~AT&T-STATEAT&T-1221STATE~~ will consider the requested type of Lawful UNE NID to be facilitated via the Bona Fide Request (BFR) Process.

## 8. LAWFUL UNE LOCAL LOOP

- 8.1 Subject to Section 2 of this Appendix Lawful UNES, ~~AT&T-STATEAT&T-1322STATE~~ shall provide Lawful UNE Local Loop under the following terms and conditions in this subsection.
- 8.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an ~~AT&T-STATEAT&T-1322STATE~~ Central Office and the loop demarcation point at an End User premises. Therefore, consistent with the applicable FCC rules, ~~AT&T-STATEAT&T-1322STATE~~ will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an ~~AT&T-STATEAT&T-1322STATE~~ Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that ~~AT&T-STATEAT&T-1322STATE~~ shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local 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-STATEAT&T-1322STATE~~. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). The Lawful UNE Local Loop includes, but is not limited to copper loops (two-wire and four-wire analog voice-grade copper loops, digital copper loops [e.g., DS0s and integrated services digital network lines]), as well as two-wire and four-wire copper loops conditioned, at CLEC request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services), Lawful UNE DS1 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.4.4.1) and Lawful UNE DS3 Digital Loops (where they have not been Declassified and subject to caps set forth in Section 8.3.5.4.1), where such loops are deployed and available in ~~AT&T-STATEAT&T-1322STATE~~ wire centers. CLEC agrees to operate each loop type within applicable technical standards and parameters.
- 8.2.1 When a Lawful UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such 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 the CLEC's End User. Therefore, any request by CLEC for a Lawful UNE Local Loop to a high voltage area will be submitted by CLEC to ~~AT&T-STATEAT&T-1322STATE~~ via the BFR process set forth in Section 6 hereinabove and CLEC shall be required to pay ~~AT&T-STATEAT&T-1322STATE~~ for any HVPE that is provisioned by ~~AT&T-STATEAT&T-1322STATE~~ to CLEC in connection with the CLEC's Lawful UNE Local Loop order to the high voltage area.
- 8.3 The following types of Lawful UNE Local Loops will be provided at the rates, terms, and conditions set forth in this Appendix (~~AT&T-1221STATE~~) or by tariff (~~AT&T CONNECTICUT~~) and in the state specific Appendix Pricing (~~AT&T-1221STATE~~) or by tariff (~~AT&T CONNECTICUT~~):
- 8.3.1 2-Wire Analog Loop
- 8.3.1.1 A 2-Wire analog loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
- 8.3.1.2 If CLEC requests one or more Lawful UNE loops serviced by Integrated Digital Loop Carrier (IDLC) ~~AT&T-STATEAT&T-1221STATE~~ will, where available, move the requested loop(s) to a spare, existing all-copper or universal digital loop carrier Lawful UNE loop at no

additional charge to CLEC. If, however, no spare Lawful UNE loop is available, as defined above, ~~AT&T-STATE AT&T-1322-STATE~~ will within two (2) business days of CLEC's request, notify CLEC of the lack of available facilities.

### 8.3.2 4-Wire Analog Loop

8.3.2.1 A 4-Wire analog 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 loop provides separate transmit and receive paths.

### 8.3.3 2-Wire Digital Loop

8.3.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps, including overhead.

### 8.3.4 DS1 Digital Loop

8.3.4.1 A DS1 Digital Loop (DS1) is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The DS1 Digital Loop supports usable bandwidth up to 1.544 Mbps.

8.3.4.2 DS1 Lawful UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.4.3 The procedures set forth in Section 8.4, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.

#### 8.3.4.4 DS1 Loop "Caps"

8.3.4.4.1 ~~AT&T-STATE AT&T-1322-STATE~~ is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 Lawful UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at ~~AT&T-STATE AT&T-1322-STATE~~'s option it may accept the order, but convert any requested DS1 Lawful UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Loop(s) as of the date of provisioning.

### 8.3.5 DS3 Digital Loop

8.3.5.1 The DS3 loop provides a digital, 45 Mbps transmission facility from the ~~AT&T-STATE AT&T-1322-STATE~~ Central Office to the eEnd uUser premises.

8.3.5.2 DS3 Lawful UNE loops will be offered and/or provided only where such Loops have not been Declassified.

8.3.5.3 The procedures set forth in Section 8.4, below will apply in the event DS3 Digital Loops are or have been Declassified.

#### 8.3.5.4 DS3 Loop "Caps"

8.3.5.4.1 ~~AT&T-STATE AT&T-1322-STATE~~ is not obligated to provide to CLEC more than one (1) DS3 Lawful UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 Lawful UNE loop to the same building. If, notwithstanding this Section, CLEC submits such an order, at ~~AT&T-STATE AT&T-1322-STATE~~'s option it may accept the order, but convert any requested DS3 Lawful UNE Loop(s) in excess of the cap to Special Access, and

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

#### 8.4 Declassification Procedure

- 8.4.1 **DS1.** Subject to the cap described in Section 8.3.4.4.1, ~~AT&T STATE AT&T-1322 STATE~~ shall provide CLEC with access to a DS1 Lawful UNE Digital Loop, where available, to any building *not* served by a wire center with 60,000 or more business lines and four or more (4) 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 Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 8.4.2 **DS3.** Subject to the cap described in Section 8.3.5.4.1, ~~AT&T STATE AT&T-1322 STATE~~ shall provide CLEC with access to a DS3 Lawful UNE Digital 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 Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Digital Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).
- 8.4.3 **Effect on Embedded Base.** Upon Declassification of DS1 Digital Loops or DS3 Digital Loops already purchased by CLEC as Lawful UNEs under this Agreement, ~~AT&T STATE AT&T-1322 STATE~~ will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.
- 8.4.3.1 Products provided by ~~AT&T STATE AT&T-1322 STATE~~ in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Loops are Declassified.
- 8.4.4 The Parties agree that activity by ~~AT&T STATE AT&T-1322 STATE~~ under this Section 8.4 shall not be subject to the Network Disclosure Rules.

#### 8.5 Routine Network Modifications – Lawful UNE Local Loops

- 8.5.1 ~~AT&T STATE AT&T-1322 STATE~~ shall make routine network modifications to Lawful UNE Local Loop facilities used by requesting telecommunications carriers where the requested Lawful UNE Local Loop facility has already been constructed. ~~AT&T STATE AT&T-1322 STATE~~ shall perform routine network modifications to Lawful UNE Local Loop facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Local Loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 8.5.2 A routine network modification is an activity that ~~AT&T STATE AT&T-1322 STATE~~ regularly undertakes for its own customers. Routine network modifications 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 the incumbent LEC ordinarily attaches to activate such loops for its own retail customers, under the same conditions and in the same manner that ~~AT&T STATE AT&T-1322 STATE~~ does for its own customers. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. ~~AT&T STATE AT&T-1322 STATE~~ will place drops in the same manner as it does for its own customers.
- 8.5.3 Routine network modifications do not include constructing new Lawful UNE Loops; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits;

installing new terminals; removing or reconfiguring packetized transmission facility. ~~AT&T-STATEAT&T-1322STATE~~ is not obligated to perform those activities for a requesting telecommunications carrier.

- 8.5.4 ~~AT&T-STATEAT&T-1322STATE~~ shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to ~~AT&T-STATEAT&T-1322STATE~~'s retail customers.
- 8.5.5 ~~AT&T-STATEAT&T-1322STATE~~ has no obligation to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 8.5.6 Notwithstanding anything to the contrary herein, ~~AT&T-STATEAT&T-1322STATE~~'s obligations with respect to routine network modifications apply only where the loop transmission facilities are subject to unbundling and do not apply to FTTH loops or FTTC loops.
- 8.5.7 ~~AT&T-STATEAT&T-1221STATE~~ shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (~~AT&T-1221STATE~~), and in the state specific Appendix Pricing (~~AT&T-1221STATE~~) or by tariff, as such tariff may be modified from time to time (~~AT&T-CONNECTICUT~~). ~~AT&T-STATEAT&T-1221STATE~~ will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which ~~AT&T-STATEAT&T-1221STATE~~ is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all ~~AT&T-STATEAT&T-1221STATE~~ 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) in AT&T-California only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.
- 8.6 Lawful UNE DS1 and DS3 Loops may not be employed in combination with transport facilities to replace Special Access services or facilities, except consistently with the other terms and conditions of this Agreement, including but not limited to, Section 2.16 of this Appendix.
- 8.7 xDSL Subloop is as defined in the xDSL and Line Splitting Appendix, if any, and will be available to CLEC in the ~~AT&T-STATEAT&T-1221STATE~~ states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the xDSL Subloop is subject to the subloop terms and conditions set forth in this Section 9, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the xDSL Subloop and the subloop provisions set forth in this Section 9, the subloop provisions set forth in Section 9 shall control.

## 9. LAWFUL UNE SUBLOOPS

- 9.1 Subject to the other terms and conditions of this Appendix, ~~AT&T-STATEAT&T-1221STATE~~ shall provide Lawful UNE Subloops under the following terms and conditions in this subsection.
- 9.2 ~~AT&T-STATEAT&T-1221STATE~~ will provide copper Lawful UNE Subloops as set forth in this Appendix. Other than as specifically set out elsewhere in this Agreement, ~~AT&T-CONNECTICUT~~ does not offer Lawful UNE Subloops under this Agreement. Rather, Lawful UNE Subloops are available as described in Section 18 of the Connecticut Service Tariff.
- 9.2.1 A Lawful UNE Subloop is a smaller included segment of ~~AT&T-STATEAT&T-1221STATE~~'s Lawful UNE local loop plant, i.e., a portion of the Lawful UNE Loop from some technically accessible

terminal beyond ~~AT&T STATE AT&T-1221 STATE~~'s central office and the network demarcation point, including that portion of the Lawful UNE Loop, if any, which ~~AT&T STATE AT&T-1221 STATE~~'s owns and controls inside the End User premises.

### 9.3 Definitions Pertaining to the Lawful UNE Subloop

- 9.3.1 Accessible terminals contain cables and their respective wire pairs that terminate on screw posts. This allows technicians to affix cross connects between binding posts of terminals collocated at the same point. Terminals differ from splice cases, which are inaccessible because the case must be breached to reach the wires within.
- 9.3.2 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.
- 9.3.3 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.
- 9.3.4 "Digital Lawful UNE Subloop" may be deployed on non-loaded copper cable pairs of either 2 Wire or 4 Wire facilities. Where AT&T uses channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps Lawful UNE Subloop transport in a Multi Tenant Environment (MTE), such facilities will be unbundled as part of AT&T's MTE Sub Loop offering. ~~AT&T STATE AT&T-1221 STATE~~ is not required to provide Subloop Dark Fiber on an unbundled basis.
- 9.3.5 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an eEnd uUser can be connected to the ILEC's network.
- 9.3.6 "MTE" for the purpose of Term To NID Lawful UNE Subloop. "MTE" is a Multi Tenant Environment for buildings with exterior or interior mounted terminals.
- 9.3.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.
- 9.3.8 "SAI/FDI-to-Term Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to an accessible terminal.
- 9.3.9 "SAI/FDI-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from the SAI/FDI to the Network Interface Device (NID), which is located on an eEnd uUser's premise.
- 9.3.10 "SPOI" is defined as a Single Point of Interconnection. At the request of CLEC, and subject to charges, ~~AT&T STATE AT&T-1221 STATE~~ will construct a SPOI only to those multiunit premises where ~~AT&T STATE AT&T-1221 STATE~~ has distribution facilities to the premises and ~~AT&T STATE AT&T-1221 STATE~~ either owns, controls, or leases the inside wire, if any, at such premises. If ~~AT&T STATE AT&T-1221 STATE~~ has no facilities which it owns, controls or leases at a multiunit premises through which it serves, or can serve, End Users at such premises, it is not obligated to construct a SPOI. ~~AT&T STATE AT&T-1221 STATE~~'s obligation to build a SPOI for multiunit premises only arises when CLEC indicates that it will place an order for a Lawful UNE Subloop via a SPOI.
- 9.3.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.
- 9.3.12 "Term-to-NID Lawful UNE Subloop" is that portion of the Lawful UNE Loop from an accessible terminal to the NID, which is located at an eEnd uUser's premise. Term-to-NID Lawful UNE Subloop includes use of the Network Terminating Wire (NTW).

- 9.4 ~~AT&T STATE AT&T-1221STATE~~ will offer the following Lawful UNE Subloop types:
- 9.4.1 2-Wire Analog Lawful UNE Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.2 4-Wire Analog Lawful UNE Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).
- 9.4.3 Lawful UNE xDSL Subloop is as defined in the xDSL and Line Splitting Appendix and will be available to CLEC in the ~~AT&T STATE AT&T-1221STATE~~ states in those instances where CLEC has an approved and effective xDSL and Line Splitting Appendix as a part of this Agreement. In addition to the provisions set forth in the xDSL and Line Splitting Appendix, the Lawful UNE xDSL Subloop is subject to the Lawful UNE subloop terms and conditions set forth in this Appendix, the collocation provisions set forth elsewhere in this Agreement and the rates set forth in the Appendix Pricing. If there is any conflict between the provisions set forth in the xDSL and Line Splitting Appendix as to the Lawful UNE xDSL Subloop and the Lawful UNE subloop provisions set forth in this Appendix, the Lawful UNE subloop provisions set forth in this Appendix shall control.
- 9.4.4 As no other type of Subloop constitutes a Lawful UNE subloop, ~~AT&T STATE AT&T-1322STATE~~ is not obligated under this Section 251/252 Agreement to provide any other type of subloop. CLEC shall not request such subloops under this Agreement, whether alone, in combination or Commingled. Accordingly, if CLEC requests and ~~AT&T STATE AT&T-1322STATE~~ provides a subloop(s) that is not described or provided for in this Agreement, ~~AT&T STATE AT&T-1322STATE~~ may, at any time, even after the subloop(s) has been provided to CLEC, discontinue providing such subloop(s) (including any combination(s) including that subloop) upon 30 days' advance written notice to CLEC. Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, the failure of ~~AT&T STATE AT&T-1322STATE~~ to refuse to provide, including if ~~AT&T STATE AT&T-1322STATE~~ provides or continues to provide, access to such subloop(s) (whether on a stand-alone basis, in combination with UNES (Lawful or otherwise), with a network element possessed by CLEC, or otherwise), shall not act as a waiver of any part of this Agreement, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.
- 9.5 Intentionally Left Blank.
- 9.6 Lawful UNE Subloops are provided "as is" unless CLEC requests loop conditioning on Lawful UNE xDSL Subloops for the purpose of offering advanced services. Lawful UNE xDSL Subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 9.7 If a Term to NID Lawful UNE Subloop has been disconnected and thus an end-user is no longer receiving service via that Lawful UNE Subloop, and such Lawful UNE Subloop has been determined to be a non-defective pair, then that Lawful UNE Subloop would be considered an existing spare portion of the loop, based on a first come first served basis.
- 9.8 Copper Lawful UNE Subloops
- 9.8.1 Access to terminals for copper Lawful UNE Subloops is defined to include:
- any technically feasible point near the End User 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 premises),
  - the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
  - the Terminal (underground or aerial).

## 9.9 CLEC may request access to the following copper Lawful UNE Subloop segments:

<u>FROM:</u>	<u>TO:</u>
1. Serving Area Interface or Feeder Distribution Interface	Terminal
2. Serving Area Interface or Feeder Distribution Interface	Network Interface Device
3. Terminal	Network Interface Device
4. NID	Stand Alone
5. SPOI (Single Point of Interface)	Terminal
6. SPOI (Single Point of Interface)	Terminal

9.10 Provisioning

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

9.10.2 Spare Lawful 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.

9.11 Maintenance

9.11.1 The Parties acknowledge that by separating switching, and distribution plant, the ability to perform mechanized testing and monitoring of the Lawful UNE Subloop from the ~~AT&T-STATE AT&T-1221-STATE~~ switch/testing equipment will be lost.

9.11.2 CLEC shall isolate trouble to the ~~AT&T-STATE — &T-1221-STATE~~ Lawful UNE Subloop portion of the CLEC's service before reporting trouble to ~~AT&T-STATE AT&T-1221-STATE~~.

9.11.3 ~~AT&T-STATE AT&T-1221-STATE~~ shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches ~~AT&T-STATE AT&T-1221-STATE~~ on a trouble report and the fault is determined to be in the CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices or tariffs.

9.11.4 Once all Lawful UNE Subloop access arrangements have been completed and balance of payment due ~~AT&T-STATE AT&T-1221-STATE~~ is received, the CLEC may place a LSR for Subloops at this location. Prices at which ~~AT&T-STATE AT&T-1221-STATE~~ agrees to provide CLEC with Lawful UNE Subloops are contained in the state specific Appendix Pricing.

9.11.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, SPOI, or NID where CLEC has a SAA, ~~AT&T-STATE AT&T-1221-STATE~~ repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all End Users to be restored in the least amount of time. Should the CLEC cabling require replacement, ~~AT&T-STATE AT&T-1221-STATE~~ will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

9.12 Lawful UNE Subloop Access Arrangements

9.12.1 Prior to ordering Lawful UNE Subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or will establish a Lawful UNE Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the ~~AT&T-STATE AT&T-1221-STATE~~ Lawful UNE Subloop network.

9.12.2 The space available for collocating or obtaining various Lawful UNE Subloop Access Arrangements will vary depending on the existing plant at a particular location. The CLEC will initiate an SCA by submitting a Lawful UNE Subloop Access Arrangement Application.

9.12.3 Upon receipt of a complete and correct application, ~~AT&T-STATE AT&T-1221-STATE~~ will provide to CLEC within 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 Lawful UNE Subloop access, appropriate rates for the engineering and other associated costs performed will be charged.

- 9.12.4 The assignment of Lawful 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 Lawful UNE Subloop facilities.
- 9.12.5 Subloop inquiries do not serve to reserve Lawful UNE Subloops.
- 9.12.6 Several options exist for Collocation or Lawful 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.
- 9.12.7 CLEC will be responsible for obtaining rights of way from owners of property where ~~AT&T-STATEAT&T-1221STATE~~ has placed the equipment necessary for the SAA prior to submitting the request for SCA.
- 9.12.8 Prior to submitting the Lawful UNE Subloop Access Arrangement Application for SCA, the CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and ILEC to successfully implement Lawful UNE Subloops, should collocation, access to poles/conduits or rights of way be required.
- 9.12.9 Except as set forth below in this 9.12.9, construction of the Lawful UNE Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to ~~AT&T-STATEAT&T-1221STATE~~ 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-STATEAT&T-1221STATE~~ will not begin any construction under the SCA until the CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for an SAA in accordance with the dispute resolution procedures set forth in this Agreement, ~~AT&T-STATEAT&T-1221STATE~~ will proceed with construction of the SAA 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.
- 9.12.10 Upon completion of the construction activity, the CLEC will be allowed to test the installation with a ~~AT&T-STATEAT&T-1221STATE~~ technician. If the CLEC desires test access to the SAA, the CLEC should place its own test point in its cable prior to cable entry into ~~AT&T-STATEAT&T-1221STATE~~'s interconnection point.
- 9.12.11 A non-binding CLEC forecast shall be required as a part of the request for SAA. This will allow ~~AT&T-STATEAT&T-1221STATE~~ to properly engineer access to each SAI and to ensure ~~AT&T-STATEAT&T-1221STATE~~ does not provide more available terminations than the CLEC expects to use.
- 9.12.12 In order to maximize the availability of terminations for all CLECs, the CLEC shall provide CFA for their Lawful UNE 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.
- 9.12.13 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.
- 9.12.14 In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay ~~AT&T-STATEAT&T-1221STATE~~ for removal of their facilities from the SAA.
- 9.13 Lawful UNE Subloop Access Arrangement (SAA) Access Points
- 9.13.1 SAI/FDI, ECS, SPOI, or Terminal

- 9.13.1.1 CLEC cable to be terminated in a ~~AT&T-STATEAT&T-1221STATE~~ 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.
- 9.13.1.2 The 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-STATEAT&T-1221STATE~~ will terminate on available binding posts in the SAI/FDI or Terminal.
- 9.13.1.3 The CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and ~~AT&T-STATEAT&T-1221STATE~~ will stub out a cable from the SAI/FDI or Terminal, which ~~AT&T-STATEAT&T-1221STATE~~ will splice to the CLEC cable at the meet point.
- 9.13.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12-month period beginning on the date of the inquiry LSR.
- 9.14 Relocation of Existing ILEC/CLEC Facilities Involved in a SAA at a RT/ECS, SAI/FDI, SPOI, Terminal or NID
- 9.14.1 ~~AT&T-STATEAT&T-1221STATE~~ shall notify CLEC of pending relocation as soon as ~~AT&T-STATEAT&T-1221STATE~~ receives such notice.
- 9.14.2 CLEC shall notify ~~AT&T-STATEAT&T-1221STATE~~ of its intentions to remain, or not, in the SAA by way of a new Lawful UNE Subloop Access Arrangement Application for a new SCA.
- 9.14.3 ~~AT&T-STATEAT&T-1221STATE~~ shall then provide the 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 with the CLEC and ~~AT&T-STATEAT&T-1221STATE~~ engineer.
- 9.14.4 CLEC shall notify ~~AT&T-STATEAT&T-1221STATE~~ of acceptance or rejection of the new SCA within 10 business days of its receipt of ~~AT&T-STATEAT&T-1221STATE~~'s estimate.
- 9.14.5 Upon acceptance of the ~~AT&T-STATEAT&T-1221STATE~~ estimate, CLEC shall pay at least 50% of the relocation costs at the same time as they notify ~~AT&T-STATEAT&T-1221STATE~~ of their acceptance of estimate costs.
- 9.14.6 Should CLEC decide not to continue the SAA, CLEC will notify ~~AT&T-STATEAT&T-1221STATE~~ as to the date that ~~AT&T-STATEAT&T-1221STATE~~ may remove CLEC's facilities from that SAA. CLEC will pay ~~AT&T-STATEAT&T-1221STATE~~ for all costs associated with the removal of the CLEC's SAA.
- 9.14.7 In the event that CLEC does not respond to ~~AT&T-STATEAT&T-1221STATE~~ in time to have their facilities relocated, ~~AT&T-STATEAT&T-1221STATE~~ shall move CLEC facilities and submit a bill for payment to the CLEC for the costs associated with the relocation. Should CLEC elect not pay this bill, then CLEC facilities will be removed from the site upon 30 days notice to the CLEC.
- 9.15 Establishment of Intermediary Box for CLEC Access to Term to NID MTE Lawful UNE Subloop Segment
- 9.15.1 As an alternative to the establishment of a Lawful UNE Subloop Access Arrangement in those instances where CLEC wishes to access/lease ~~AT&T-STATEAT&T-1221STATE~~ Term to NID Lawful UNE Subloop segments in order to serve its End Users at MTEs in ~~AT&T-STATEAT&T-1221STATE~~ ("Term to NID MTE Lawful UNE Subloop Segments"), CLEC may place, own and manage, for its own use, an intermediary box, which would provide CLEC with access to a Term to NID MTE Lawful UNE Subloop Segment cross-connect leased from ~~AT&T-STATEAT&T-1221STATE~~ within the intermediary box (in order to obtain access to ~~AT&T-STATEAT&T-1221STATE~~ Term to NID MTE Lawful UNE Subloop Segments). In the event CLEC wishes to access ~~AT&T-STATEAT&T-1221STATE~~ Term to NID MTE Lawful UNE Subloop Segments via the establishment of an intermediary box, the following rates, terms and conditions shall apply:

- 9.15.1.1 CLEC would manage the process for placing its own intermediary box, including, without limitation, coordination with the property owner and/or management. CLEC may, at its discretion, choose to retain ownership in whole or to share ownership of the intermediary box with other CLECs. Intermediary box shall be placed no more than two feet from the AT&T terminal.
- 9.15.1.2 The intermediary box shall contain blocks that meet ~~AT&T-STATEAT&T-1221STATE~~'s published industry standards for the placement of services and facilities and should be labeled with CLEC's ACNA to enable the ~~AT&T-STATEAT&T-1221STATE~~ technician the ability to run jumper/cross connect from ~~AT&T-STATEAT&T-1221STATE~~ terminal to the intermediary box.
- 9.15.1.3 LEC agrees that the ~~AT&T-STATEAT&T-1221STATE~~ technician shall run the jumper/cross-connect from ~~AT&T-STATEAT&T-1221STATE~~'s serving terminal to CLEC's intermediary box, in order for CLEC to access ~~AT&T-STATEAT&T-1221STATE~~ Term to NID MTE Lawful UNE Subloop Segments in ~~AT&T-STATEAT&T-1221STATE~~. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's intermediary box.
- 9.15.1.4 CLEC must have in place Connecting Facility Arrangement (CFA) assignments prior to ordering and assigning specific Term to NID MTE Lawful UNE Subloop Segments from ~~AT&T-STATEAT&T-1221STATE~~.
- 9.15.1.5 Following CLEC's provisioning, placement, and completion of Connecting Facility Arrangement Assignments ("CFA") data submission to ~~AT&T-STATEAT&T-1221STATE~~ associated with the intermediary box, CLEC would place orders and schedule activities related to access to the Term to NID MTE Lawful UNE Subloop Segment including, without limitation: transferring the End User's service from ~~AT&T-STATEAT&T-1221STATE~~ to CLEC, providing ~~AT&T-STATEAT&T-1221STATE~~ with CFA prior to ordering and the assigning of a specific Term to NID MTE Lawful UNE Subloop Segment(s).
- 9.15.1.6 The ordering procedures for the Term to NID MTE Lawful UNE Subloop Segment will be the same as those that apply to Lawful UNE Subloop today and shall be submitted to ~~AT&T-STATEAT&T-1221STATE~~ by CLEC via a Local Service Request ("LSR").
- 9.15.1.7 ~~AT&T-STATEAT&T-1221STATE~~ will upon receipt of the LSR from CLEC for a Term to NID MTE Lawful UNE Subloop Segment, process the order and place the jumper/cross connect to the CFA provided by the CLEC on the LSR, from the ~~AT&T-STATEAT&T-1221STATE~~ terminal to the CLEC intermediary box. ~~AT&T-STATEAT&T-1221STATE~~ must have access to the intermediary box for completion of the order.
- 9.15.2 In connection with the MTE intermediary box for CLEC access to Term to NID MTE Lawful UNE Subloop Segments in ~~AT&T-STATEAT&T-1221STATE~~ only, CLEC may elect to lease from ~~AT&T-STATEAT&T-1221STATE~~ Term to NID MTE Lawful UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment." In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from ~~AT&T-STATEAT&T-1221STATE~~ in lieu of ~~AT&T-STATEAT&T-1221STATE~~'s standard Term to NID Lawful UNE Subloop segment addressed in this 9.15.2, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment.
- 9.16 Establishment of Term to NID MTE Lawful UNE Subloop Segment When No Intermediary Box is Installed
- 9.16.1 In those instances where CLEC elects not to install an intermediary box or to have ~~AT&T-STATEAT&T-1221STATE~~ install an intermediary box pursuant to the SAA process outlined herein above, the CLEC may still lease from ~~AT&T-STATEAT&T-1221STATE~~ Term to NID MTE Lawful

UNE Subloop Segments which do not include traditional testing and the associated labor, at the recurring and non-recurring rates set forth in Appendix Pricing for the "Term to NID MTE Lawful UNE Subloop Segment". In the event CLEC wishes to lease the Term to NID MTE Lawful UNE Subloop Segment from ~~AT&T-STATEAT&T-1221STATE~~ in lieu of ~~AT&T-STATEAT&T-1221STATE~~'s standard Term to NID Lawful UNE Subloop segment addressed in Section 9.15.2 above, CLEC understands and agrees no performance measures and/or remedies shall apply to the Term to NID MTE Lawful UNE Subloop Segment as a result of the elimination of associated testing and reduction in functionality associated with the Term to NID MTE Lawful UNE Subloop Segment. In such cases, ~~AT&T-STATEAT&T-1221STATE~~ will provide CLEC with access to the Term To NID MTE Lawful UNE Subloop via a cross connect. The AT&T technician will tag appropriately and will leave up to two feet of exposed wire at ~~AT&T-STATEAT&T-1221STATE~~'s terminal. The cross connect would then be terminated by the CLEC technician in the CLEC terminal, at a time of CLEC's own choosing. For security and safety, AT&T will incase the cross connect in conduit, a protective covered common path, between the AT&T terminal and the CLEC's terminal.

- 9.16.2 If CLEC elects this option to obtain access to the Term To NID Lawful UNE Subloop in an MTE Environment, neither the ~~AT&T-STATEAT&T-1221STATE~~ SAA process nor the intermediary box option would be required. Because the CLEC would have full responsibility for terminating the ~~AT&T-STATEAT&T-1221STATE~~ cross- connect, ~~AT&T-STATEAT&T-1221STATE~~ could not require any CFA information from CLEC.

## 10. ENGINEERING CONTROLLED SPLICE (ECS)

- 10.1 Subject to the other terms and conditions of this Appendix, ~~AT&T-STATEAT&T-1221STATE~~ shall provide to Engineering controlled Splice under the following terms and conditions in this subsection.
- 10.2 ~~AT&T-STATEAT&T-1221STATE~~ will also make available an Engineering Controlled Splice (ECS), which will be owned by ~~AT&T-STATEAT&T-1221STATE~~ for CLECs to gain access to Lawful UNE Subloops at or near remote terminals.
- 10.3 The ECS shall be made available for Lawful UNE Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA).
- 10.3.1 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-STATEAT&T-1221STATE~~ will construct any Lawful UNE Subloop Access Arrangement requested by a Telecommunications Carrier in a cost-effective and efficient manner. If ~~AT&T-STATEAT&T-1221STATE~~ 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, CLEC will not be liable for such extra costs.
- 10.3.2 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-STATEAT&T-1221STATE~~ places more pairs at the splice.
- 10.3.3 Although ~~AT&T-STATEAT&T-1221STATE~~ will construct the engineering controlled splice, the ECS maybe owned by ~~AT&T-STATEAT&T-1221STATE~~ or the CLEC (depending on the specific arrangement) at the option of ~~AT&T-STATEAT&T-1221STATE~~.
- 10.3.4 If more than one requesting Telecommunications Carrier 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.
- 10.3.5 ~~AT&T-STATEAT&T-1221STATE~~ may require a separate SCA for each remote terminal site.
- 10.3.6 Except as set forth below in this Section 10.3.6, written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days before access to the copper Lawful UNE Subloop is to

be provisioned by ~~AT&T-STATEAT&T-1221STATE~~. 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. ~~AT&T-STATEAT&T-1221STATE~~ will not begin any construction of the ECS until the CLEC has provided proof that it has obtained the necessary rights of way as defined in Section 9.12.7. In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in this Agreement, ~~AT&T-STATEAT&T-1221STATE~~ will proceed with construction of the ECS 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 ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

- 10.4 CLECs will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

10.4.1 Dedicated Facility Option (DFO)

10.4.1.1 CLEC may request ~~AT&T-STATEAT&T-1221STATE~~ 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 Lawful UNE Subloop orders.

10.4.1.2 CLEC must designate the quantity of Lawful UNE Subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI.

10.4.1.3 CLECs will compensate ~~AT&T-STATEAT&T-1221STATE~~ for each of the dedicated Lawful UNE Subloop facilities, based on recurring Lawful UNE Subloop charges, for the quantity of Lawful UNE Subloops dedicated to the CLEC between the ECS and the SAI.

10.4.2 Cross-connected Facility Option (CFO)

10.4.2.1 CLEC may request ~~AT&T-STATEAT&T-1221STATE~~ build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

10.4.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of ~~AT&T-STATEAT&T-1221STATE~~ cabling between the ECS and the RT and/or SAI, and the inventorying of that ~~AT&T-STATEAT&T-1221STATE~~ cabling.

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

10.4.2.4 CLECs will compensate ~~AT&T-STATEAT&T-1221STATE~~ for the charges incurred by ~~AT&T-STATEAT&T-1221STATE~~ derived from the CLEC's request for the SCA.

- 10.5 The introduction of an ECS creates the following additional copper Lawful UNE Subloop segments:

FROM:

TO:

- |        |   |
|--------|---|
| 1. ECS | Serving Area Interface or Feeder Distribution Interface |
| 2. ECS | Terminal  |
| 3. ECS | NID   |

11. RESERVED FOR FUTURE USE

12. RESERVED FOR FUTURE USE

13. DS1 AND DS3 DEDICATED TRANSPORT

- 13.1 Subject to Section 2 of this Appendix Lawful UNEs, ~~AT&T-STATEAT&T-1322STATE~~ shall provide Lawful UNE DS1/DS3 Dedicated Transport under the following terms and conditions in this subsection.

- 13.2 For purposes of this Agreement, the following definitions apply:

- 13.2.1 "Dedicated Transport" is defined as ~~AT&T-STATEAT&T-1322STATE~~ interoffice transmission facilities between wire centers or switches owned by ~~AT&T-STATEAT&T-1322STATE~~, or between wire centers or switches owned by ~~AT&T-STATEAT&T-1322STATE~~ and switches owned by requesting telecommunications carriers, dedicated to a particular customer or carrier.
- 13.2.1.1 ~~AT&T-STATEAT&T-1322STATE~~ is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of ~~AT&T-STATEAT&T-1322STATE~~ wire centers.
- 13.2.2 A "route" is defined as a transmission path between one of ~~AT&T-STATEAT&T-1322STATE~~'s wire centers or switches and another of ~~AT&T-STATEAT&T-1322STATE~~'s wire centers or switches. A route between two points (e.g., wire center of 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.
- 13.3 ~~AT&T-STATEAT&T-1322STATE~~ will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Lawful UNE DS1/DS3 Dedicated Transport.
- 13.3.1 Subject to the caps set forth in Sections 13.3.5 and 13.3.6, Lawful UNE DS1/DS3 Dedicated Transport 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.
- 13.3.2 Other than as specifically set forth elsewhere in this Agreement, AT&T CONNECTICUT does not offer Lawful UNE DS1/DS3 Dedicated Transport under this Agreement. Rather, it is available as described in Section 18 of the Connecticut Access Service Tariff.
- 13.3.3 ~~AT&T-STATEAT&T-1322STATE~~ will provide Lawful UNE DS1 and DS3 Transport to a requesting CLEC only at the following speeds: DS1 (1.544 Mbps) and DS3 (44.736 Mbps).
- 13.3.4 Lawful UNE DS1 and DS3 Transport includes, as follows:
- 13.3.4.1 Multiplexing – an option ordered in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport which 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 Lawful UNE DS1 or DS3 Dedicated Transport.
- 13.3.4.2 Other Optional features are outlined in Appendix Pricing.
- 13.3.5 DS3 Transport "Caps"
- 13.3.5.1 ~~AT&T-STATEAT&T-1322STATE~~ is not obligated to provide to CLEC more than twelve(12) DS3 Lawful UNE Dedicated Transport 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 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at ~~AT&T-STATEAT&T-1322STATE~~'s option it may accept the order, but convert any requested DS3 Lawful UNE Dedicated Transport in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.
- 13.3.6 DS1 Transport "Caps"
- 13.3.6.1 ~~AT&T-STATEAT&T-1322STATE~~ is not obligated to provide to CLEC more than ten (10) DS1 Lawful UNE Dedicated Transport 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 Lawful UNE Dedicated Transport circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at ~~AT&T-~~

~~STATE AT&T-1322 STATE~~'s option it may accept the order, but convert any requested DS1 Lawful UNE Dedicated Transport 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

#### 13.4 Diversity

- 13.4.1 When requested by CLEC, and subject to all applicable terms, conditions, and applicable charges, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Lawful UNE Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 13.4.2 ~~AT&T STATE AT&T-1221 STATE~~ shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by the CLEC shall be subject to additional charges. When additional costs are incurred by ~~AT&T STATE AT&T-1221 STATE~~ for CLEC specific diversity, ~~AT&T STATE AT&T-1221 STATE~~ will advise CLEC of the applicable additional charges. ~~AT&T STATE AT&T-1221 STATE~~ will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

#### 13.5 Declassification Procedure

- 13.5.1 Wire Center "Tiers" – For purposes of this Section 13.5 (and Section 14 related to Dark Fiber), wire centers are classified into three "tiers," as follows:
- (i) Tier 1 Wire Centers are those ILEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those ILEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. 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.
  - (ii) Tier 2 Wire Centers are those ILEC wire centers that are not Tier 1 Wire Centers, but contain at least 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.
  - (iii) Tier 3 Wire Centers are those ILEC wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

#### 13.5.2 DS1 Transport Declassification

- 13.5.2.1 Subject to the cap described in Section 13.3.6, ~~AT&T STATE AT&T-1322 STATE~~ shall provide CLEC with access to Lawful UNE DS1 Dedicated Transport on routes, except routes where both wire centers defining the route are Tier 1 Wire Centers. As such ~~AT&T STATE AT&T-1322 STATE~~ must provide Lawful 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 Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 Lawful UNE Dedicated Transport on such route(s).

#### 13.5.3 DS3 Transport Declassification

- 13.5.3.1 Subject to the cap described in Section 13.3.5, ~~AT&T STATE AT&T-1322 STATE~~ shall provide CLEC with access to Lawful UNE DS3 Dedicated Transport, except on routes where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. As such ~~AT&T STATE AT&T-1322 STATE~~ must provide Lawful UNE DS3 Dedicated

Transport 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 Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 Lawful UNE Dedicated Transport on such route(s).

- 13.5.4 **Effect on Embedded Base.** Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as Lawful UNEs under this Agreement, ~~AT&T-STATEAT&T-1322STATE~~ will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5.
- 13.5.5 Products provided by ~~AT&T-STATEAT&T-1322STATE~~ in conjunction with Lawful UNE DS1 or DS3 Dedicated Transport (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 2.5 where such Transport is Declassified.
- 13.6 The Parties agree that activity by ~~AT&T-STATEAT&T-1322STATE~~ under this Section 13.5 shall not be subject to the Network Disclosure Rules.
- 13.7 **Routine Network Modifications – Lawful UNE Dedicated Transport**
- 13.7.1 ~~AT&T-STATEAT&T-1322STATE~~ shall make routine network modifications to Lawful UNE Dedicated Transport facilities used by requesting telecommunications carriers where the requested Lawful UNE Dedicated Transport facilities have already been constructed. ~~AT&T-STATEAT&T-1322STATE~~ shall perform routine network modifications to Lawful UNE Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the Lawful UNE Dedicated Transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
- 13.7.2 A routine network modification is an activity that ~~AT&T-STATEAT&T-1322STATE~~ regularly undertakes for its own customers. Routine network modifications include rearranging or splicing of cable and deploying a multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier, and ~~AT&T-STATEAT&T-1322STATE~~ is not obligated to perform those activities for a requesting telecommunications carrier.
- 13.7.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. ~~AT&T-STATEAT&T-1322STATE~~ is not obligated to perform those activities for a requesting telecommunications carrier.
- 13.7.4 ~~AT&T-STATEAT&T-1322STATE~~ shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to ~~AT&T-STATEAT&T-1322STATE~~'s retail customers.
- 13.7.5 Notwithstanding anything to the contrary herein, ~~AT&T-STATEAT&T-1322STATE~~'s obligations with respect to routine network modifications apply only where the dedicated transport transmission facilities are subject to unbundling.
- 13.7.6 ~~AT&T-STATEAT&T-1224STATE~~ shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (~~AT&T-1224STATE~~), and in the state specific Appendix Pricing (~~AT&T-1224STATE~~) or by tariff, as such tariff may be modified from time to time (~~AT&T CONNECTICUT~~). ~~AT&T-STATEAT&T-1322STATE~~ will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which ~~AT&T-STATEAT&T-1224STATE~~ is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all ~~AT&T-STATEAT&T-1224STATE~~ include, but are not limited to: (i) splicing and

(ii) in ~~AT&T CALIFORNIA~~ only, deploying of multiplexing equipment, to the extent such equipment is not present on the loop or transport facility when ordered. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications through applicable state commission proceedings.

#### 14. DARK FIBER DEDICATED TRANSPORT

- 14.1 Subject to Section 2 of this Appendix Lawful UNEs, ~~AT&T-STATEAT&T-1221STATE~~ shall provide Lawful UNE Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. ~~AT&T-STATEAT&T-1322STATE~~ is not required to provide Loop and/or Subloop Dark Fiber on an unbundled basis.
- 14.2 In ~~AT&T-STATEAT&T-1221STATE~~, Dedicated Transport Dark Fiber is deployed, unit optical fiber within ~~AT&T-STATEAT&T-1221STATE~~'s network. Dedicated Transport Dark Fiber consists of unactivated optical interoffice transmission facilities. Other than as specifically set out elsewhere in this Agreement, ~~AT&T CONNECTICUT~~ does not offer dedicated transport dark fiber under this Agreement; rather, unbundled dedicated transport dark fiber is available to CLECs as described in Section 18.2.4N of the Connecticut Service Tariff.
- 14.3 Lawful UNE Dedicated Transport Dark Fiber
- 14.3.1 At dedicated transport dark fiber segments in routes that have not been Declassified, ~~AT&T-STATEAT&T-1221STATE~~ will provide a Lawful UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 14.6 and 14.7 below. Lawful UNE Dedicated Transport Dark Fiber is defined as ~~AT&T-STATEAT&T-1221STATE~~ dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within ~~AT&T-STATEAT&T-1221STATE~~'s network, connecting ~~AT&T-STATEAT&T-1221STATE~~ switches or wire centers within a LATA. ~~AT&T-STATEAT&T-1221STATE~~ is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of ~~AT&T-STATEAT&T-1221STATE~~ wire centers. ~~AT&T-STATEAT&T-1221STATE~~ will offer Lawful UNE Dedicated Transport Dark Fiber to CLEC when CLEC has collocation space in each ~~AT&T-STATEAT&T-1221STATE~~ CO where the requested Lawful UNE Dedicated Transport Dark Fiber(s) terminate.
- 14.4 A "route" is defined as a transmission path between one of ~~AT&T-STATEAT&T-1221STATE~~'s wire centers or switches and another of ~~AT&T-STATEAT&T-1221STATE~~'s wire centers or switches. A route between two points (e.g., wire center of 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.
- 14.5 Spare Fiber Inventory Availability and Condition
- 14.5.1 All available spare Lawful UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered. Spare dedicated transport dark fiber is fiber that can be spliced in all segments, point to point but not assigned, and spare dedicated transport dark fiber does not include maintenance spares, fibers set aside and documented for ~~AT&T-STATEAT&T-1221STATE~~'s forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers. CLEC will not obtain any more than 25% of the spare Lawful UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.
- 14.6 Determining Spare Fibers
- 14.6.1 ~~AT&T-STATEAT&T-1221STATE~~ will inventory dedicated transport dark fiber. Spare dedicated transport dark fiber does not include the following:
- 14.6.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working fiber. Spare maintenance fibers are assigned as follows:

- 14.6.1.1.1 Cables with 24 fibers and less: two maintenance spare fibers
- 14.6.1.1.2 Cables with 36 and 48 fibers: four maintenance spare fibers
- 14.6.1.1.3 Cables with 72 and 96 fibers: eight maintenance spare fibers
- 14.6.1.1.4 Cables with 144 fibers: twelve maintenance spare fibers
- 14.6.1.1.5 Cables with 216 fibers: 18 maintenance spares
- 14.6.1.1.6 Cables with 288 fibers: 24 maintenance spares
- 14.6.1.1.7 Cables with 432 fibers: 36 maintenance spares
- 14.6.1.1.8 Cables with 864 fibers: 72 maintenance spares
- 14.6.1.2 Defective fibers. Defective fibers, if any, will be deducted from the total number of spare dedicated transport dark fiber that would otherwise be available.
- 14.6.1.3 ~~AT&T-STATEAT&T-1221STATE~~ growth fibers. Fibers documented as reserved by ~~AT&T-STATEAT&T-1221STATE~~ for utilization for growth within the 12 month-period following the carrier's request.
- 14.6.2 The appropriate ~~AT&T-STATEAT&T-1221STATE~~ engineering organization will maintain records on each fiber optic cable for which CLECs request Lawful UNE Dedicated Transport Dark Fiber.
- 14.7 Quantities and Time Frames for Ordering Lawful UNE Dedicated Transport Dark Fiber
  - 14.7.1 The minimum number of Lawful UNE Dedicated Transport Dark Fiber strands that CLEC can order is one, and such strands must be ordered on a strand-by-strand basis. The maximum number of such strands that CLEC can order is no greater than 25% of the spare dedicated transport dark fiber in the segment requested. Should spare dedicated transport dark fiber fall below 8 strands in a given location, ~~AT&T-STATEAT&T-1221STATE~~ will provide no more than a quantity of 2 strands. (See definition of spare set forth in Section 14.6 above.)
  - 14.7.2 If CLEC wishes to request Lawful UNE Dedicated Transport Dark Fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry appropriate rates for the inquiry will be charged as outlined in state specific Appendix Pricing.
    - 14.7.2.1 If spare Lawful UNE Dedicated Transport Dark Fiber is available, as determined under this Agreement, ~~AT&T-STATEAT&T-1221STATE~~ will notify CLEC and CLEC may place an Access Service Request (ASR) for such fiber.
  - 14.7.3 Lawful UNE Dedicated Transport Dark Fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve Lawful UNE Dedicated Transport Dark Fiber. When CLEC submits the ASR, the ASR will be processed and the Lawful UNE Dedicated Transport Dark Fiber facilities will be assigned. The charges which will be established as set forth in Appendix Pricing will be applied.
- 14.8 Right of Revocation of Access to Lawful UNE Dedicated Transport Dark Fiber
  - 14.8.1 Right of revocation of access to Lawful UNE Dedicated Transport Dark Fiber is distinguishable from Declassification as defined in Section 5 of this Appendix. For clarification purposes, ~~AT&T-STATEAT&T-1221STATE~~'s right of revocation of access under this Section 14.9 applies even when the affected dedicated transport dark fiber remains a Lawful 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 14.8.
  - 14.8.2 Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date ~~AT&T-STATEAT&T-1221STATE~~ provided the fiber(s), ~~AT&T-STATEAT&T-1221STATE~~ may revoke CLEC's access to the Lawful UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to ~~AT&T-STATEAT&T-1221STATE~~ inventory.
  - 14.8.3 ~~AT&T-STATEAT&T-1221STATE~~ may reclaim from the CLEC the right to use Lawful UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve

(12) months written notice to the CLEC. If the reclaimed Lawful UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the notice period, ~~AT&T-STATEAT&T-1221STATE~~ will provide an alternative facility for the CLEC with the same bandwidth the CLEC was using prior to reclaiming the facility. ~~AT&T-STATEAT&T-1221STATE~~ must also demonstrate to the CLEC that the reclaimed dedicated transport dark fiber will be needed to meet ~~AT&T-STATEAT&T-1221STATE~~'s bandwidth requirements within the 12 months following the revocation.

#### 14.9 Access Methods Specific to Lawful UNE Dedicated Transport Dark Fiber

14.9.1 The termination point for Lawful UNE Dedicated Transport Dark Fiber at Central Offices will be in an ~~AT&T-STATEAT&T-1221STATE~~ approved splitter shelf. This arrangement allows for non-intrusive testing.

14.9.2 At CO's, Lawful UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent in the CO. CLEC access is provided via collocation.

#### 14.10 Installation and Maintenance for Lawful UNE Dedicated Transport Dark Fiber

14.10.1 ~~AT&T-STATEAT&T-1221STATE~~ 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 the CLEC.

#### 14.11 Dark Fiber Transport Declassification

14.11.1 ~~AT&T-STATEAT&T-1322STATE~~ shall provide CLEC with access to Lawful 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 such ~~AT&T-STATEAT&T-1322STATE~~ must provide Lawful 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 Lawful UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering Lawful UNE Dedicated Transport Dark Fiber on such route(s).

14.11.2 **Effect on Embedded Base.** Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as Lawful UNEs under this Agreement, ~~AT&T-STATEAT&T-1322STATE~~ will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 2.5 and 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-STATEAT&T-1221STATE~~.

14.11.3 Products provided by ~~AT&T-STATEAT&T-1221STATE~~ in conjunction with Lawful UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this Section 14.11 where such fiber is Declassified.

14.11.4 The Parties agree that activity by ~~AT&T-STATEAT&T-1221STATE~~ under this Section 14.11 shall not be subject to the Network Disclosure Rules.

#### 14.4221 Routine Network Modifications

14.4221.1 ~~AT&T-STATEAT&T-1221STATE~~ shall make routine network modifications to Lawful UNE Dedicated Transport Dark Fiber used by requesting Telecommunications Carriers for the provision of Telecommunication Services where the requested Lawful UNE Dedicated Transport Dark Fiber facilities have already been constructed. ~~AT&T-STATEAT&T-1221STATE~~ shall perform routine network modifications to Lawful UNE Dedicated Transport Dark Fiber in a nondiscriminatory fashion, without regard to whether such fiber being accessed was constructed on behalf, or in accordance with the specifications, of any Telecommunications Carrier.

14.4221.2 A routine network modification is an activity that ~~AT&T-STATEAT&T-1221STATE~~ regularly undertakes for its own customers. Routine network modifications do not include the installation of fiber for a requesting Telecommunications Carrier, nor do routine network modifications include the

provision of electronics for the purpose of lighting dark fiber (i.e., optronics), and ~~AT&T-STATEAT&T-1221STATE~~ is not obligated to perform those activities for a requesting Telecommunications Carrier.

- 14.4221.3 Routine network modifications do not include constructing new Lawful UNE Dedicated Transport Dark Fiber; installing new cable; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; or installing new terminals. ~~AT&T-STATEAT&T-1322STATE~~ is not obligated to perform those activities for a requesting telecommunications carrier.
- 14.4221.4 ~~AT&T-STATEAT&T-1322STATE~~ shall determine whether and how to perform routine network modifications using the same network or outside plant engineering principles that would be applied in providing service to ~~AT&T-STATEAT&T-1322STATE~~'s retail customers.
- 14.4221.5 Notwithstanding anything to the contrary herein, ~~AT&T-STATEAT&T-1322STATE~~'s obligations with respect to routine network modifications apply only where the dark fiber transport transmission facilities are subject to unbundling.
- 14.4221.6 ~~AT&T-STATEAT&T-1221STATE~~ shall provide routine network modifications at the rates, terms and conditions set out in this Appendix (~~AT&T-1221STATE~~), and in the state specific Appendix Pricing (~~AT&T-1221STATE~~) or by tariff, as such tariff may be modified from time to time (~~AT&T-CONNECTICUT~~). ~~AT&T-STATEAT&T-1221STATE~~ will impose charges for Routine Network Modifications in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the routine network modifications for which ~~AT&T-STATEAT&T-1221STATE~~ is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC on an ICB basis for all ~~AT&T-STATEAT&T-1221STATE~~'s include: dark fiber transport splicing. The resulting ICB rates shall continue to apply to such routine network modifications unless and until the Parties negotiate specific rates based upon actual time and materials costs for such routine network modifications or specific rates are otherwise established for such routine network modifications through applicable state commission proceedings.

## 15. RESERVED FOR FUTURE USE

## 16. 911 OR E911 DATABASE

- 16.1 Access to the ~~AT&T-STATEAT&T-1322STATE~~ 911 or E911 call related databases will be provided as described in the Lawful 911 and E911 Appendix 911.

## 17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by ~~AT&T-STATEAT&T-1322STATE~~'s databases and information. ~~AT&T-STATEAT&T-1322STATE~~ will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

## 18. CROSS CONNECTS

- 18.1 ~~AT&T-STATEAT&T-1322STATE~~ shall provide Cross Connects under this Appendix only for purposes of permitting CLEC to access ~~AT&T-STATEAT&T-1322STATE~~ Lawful UNE(s), to connect a Lawful UNE to another Lawful UNE, to Commingle (as provided for in this Agreement), or as may otherwise be used with respect to Lawful UNEs in accordance with this Agreement. ~~AT&T-STATEAT&T-1322STATE~~ shall provide Cross Connects under the following terms and conditions in this subsection. ~~AT&T-STATEAT&T-1322STATE~~ shall only be obligated to provide Cross Connects under this Appendix for purposes of permitting CLEC to connect ~~AT&T-STATEAT&T-1322STATE~~ Lawful UNE(s) to other Lawful UNE(s) or to CLEC's own facilities.
- 18.2 A "Cross Connect" is the media used as described in Section 18.1. This includes, for example, the media between an ~~AT&T-STATEAT&T-1322STATE~~ Lawful UNE and the point of access associated with an

Interconnection Cable Arrangement to CLEC's Collocation arrangement, and the media between one AT&T STATE AT&T-1322 STATE Lawful UNE and another AT&T STATE AT&T-1322 STATE Lawful UNE where AT&T STATE AT&T-1322 STATE has connected or left connected those Lawful UNEs. Nothing in this Section 18 is a commitment to connect or leave connected any two or more Lawful UNEs.

- 18.3 AT&T STATE AT&T-1221 STATE will provide the Cross Connects at the rates, terms, and conditions set forth in applicable pricing appendix and/or pricing schedule. For all cross connect pricing for AT&T CONNECTICUT, refer to the applicable state tariff.

## 19. PROVISIONING/MAINTENANCE OF LAWFUL UNES

- 19.1 Access to Lawful UNEs is provided under this Agreement over such routes, technologies, and facilities as AT&T STATE AT&T-1322 STATE may elect at its own discretion. AT&T STATE AT&T-1322 STATE will provide access to Lawful UNEs where technically feasible. Where facilities and equipment are not available, AT&T STATE AT&T-1322 STATE shall not be required to provide Lawful UNEs. Collocation is available from AT&T STATE AT&T-1322 STATE for obtaining access to Lawful UNEs. See collocation appendices. CLEC may request, through the Bona Fide Request (BFR) process, and, to the extent required by law, AT&T STATE AT&T-1322 STATE may agree to provide an alternative, technically feasible method(s) of accessing Lawful UNEs.
- 19.2 Subject to the terms herein, AT&T STATE AT&T-1322 STATE is responsible only for the installation, operation and maintenance of the Lawful UNEs it provides. AT&T STATE AT&T-1322 STATE is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those Lawful UNEs.
- 19.3 Where Lawful UNEs provided to CLEC are dedicated to a single End User, if such Lawful UNEs are for any reason disconnected they shall be made available to AT&T STATE AT&T-1322 STATE for future provisioning needs, unless such Lawful UNE is disconnected in error. The CLEC agrees to relinquish control of any such Lawful UNE concurrent with the disconnection of a CLEC's End User's service.
- 19.4 CLEC shall make available at mutually agreeable times the Lawful UNEs provided pursuant to this Appendix in order to permit AT&T STATE AT&T-1322 STATE to test and make adjustments appropriate for maintaining the Lawful UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.
- 19.5 CLEC's use of any AT&T STATE AT&T-1322 STATE Lawful UNE, or of its own equipment or facilities in conjunction with any AT&T STATE AT&T-1322 STATE Lawful UNE, will not materially interfere with or impair service over any facilities of AT&T STATE AT&T-1322 STATE, 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 STATE AT&T-1382 TATE 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 Lawful UNE(s) causing the violation.
- 19.6 When an AT&T STATE AT&T-1322 STATE provided tariffed or resold service is replaced by CLEC's facility-based service using any AT&T STATE AT&T-1322 STATE provided Lawful UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and order Lawful UNEs. These requests will be processed by AT&T STATE AT&T-1322 STATE, and CLEC will be charged the applicable Lawful UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using AT&T STATE AT&T-1322 STATE provided Lawful UNEs is converted to a different CLEC's service which also uses any AT&T STATE AT&T-1322 STATE provided Lawful UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by AT&T STATE AT&T-1322 STATE and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual Lawful UNE and cross connect ordered.

- 19.7 CLEC shall connect equipment and facilities that are compatible with the AT&T STATE AT&T-1322 STATE Lawful UNEs, and shall use Lawful UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 19.8 CLEC shall not combine or use Lawful UNEs in a manner that will undermine the ability of other Telecommunications Carriers to obtain access to lawful unbundled network elements or to Interconnect with AT&T STATE AT&T-1322 STATE's network.
- 19.8.1 AT&T STATE AT&T-1322 STATE shall charge the CLEC a Maintenance of Service Charge (MSC) when CLEC reports a suspected failure of a Lawful UNE and AT&T STATE AT&T-1322 STATE dispatches personnel to the End User's premises or an AT&T STATE AT&T-1322 STATE Central Office and trouble was not caused by AT&T STATE AT&T-1322 STATE's facilities or equipment. Time and materials will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- 19.9 CLEC shall pay Time and Material charges when AT&T STATE AT&T-1322 STATE dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than AT&T STATE AT&T-1322 STATE or in detariffed CPE provided by AT&T STATE AT&T-1322 STATE, unless covered under a separate maintenance agreement.
- 19.10 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.
- 19.11 If CLEC issues a trouble report allowing AT&T STATE AT&T-1322 STATE access to End User's premises and AT&T STATE AT&T-1322 STATE personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that AT&T STATE AT&T-1322 STATE personnel are dispatched. Subsequently, if AT&T STATE AT&T-1322 STATE personnel are allowed access to the premises, these charges will still apply.
- 19.12 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 of AT&T STATE AT&T-1322 STATE performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of AT&T STATE AT&T-1322 STATE performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of AT&T STATE AT&T-1322 STATE performed other than on a normally scheduled workday.
- 19.12.1 If CLEC requests or approves an AT&T STATE AT&T-1322 STATE 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, including requests for installation or other work outside of normally scheduled working hours.
- 19.13 Maintenance of Elements
- 19.13.1 If trouble occurs with Lawful UNEs provided by AT&T STATE AT&T-1322 STATE, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in AT&T STATE AT&T-1322 STATE's equipment and/or facilities, CLEC will issue a trouble report to AT&T STATE AT&T-1322 STATE.
- 19.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a Lawful UNE and AT&T STATE AT&T-1322 STATE dispatches personnel to the End User's premises or an AT&T STATE AT&T-1322 STATE Central Office and trouble was not caused by AT&T STATE AT&T-1322 STATE's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.

## 20. RESERVATION OF RIGHTS

20.1 ~~AT&T STATE AT&T-1322 STATE~~'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including but not limited each Party's right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement, including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002) and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including without limitation, this Appendix and/or Attachment), ~~AT&T STATE AT&T-1322 STATE~~ shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.