

T-232



RECEIVED  
APR 21 2000

April 21, 2000

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

Advice No. 7280

To: Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, Illinois 62794-9280

The accompanying tariff sheets listed on the attachment are issued by Ameritech Illinois and transmitted to you for filing.

With this filing, Ameritech Illinois introduces a new offering, High Frequency Portion of Loop (HFPL) / Line Sharing.

This service is classified as a noncompetitive telecommunications service pursuant to the applicable provisions of the Public Utilities Act. Proprietary treatment of cost support accompanying this filing is requested in accordance with the provisions of Section 13-502(c) of the Public Utilities Act.

Notice will be published in newspapers of general circulation and copies of the filing are available for public inspection in the Company's public offices in accordance with 83 Illinois Administrative Code.

We respectfully request your Commission to accept these sheets to become effective June 6, 2000.

Any questions and correspondence regarding this filing should be directed to Larry Parker, Director, Regulatory Affairs, who may be reached at:

Ameritech Illinois  
225 West Randolph Street, 29C  
Chicago, Illinois 60606  
Tel. No.: 312-551-9172  
FAX No.: 312-727-4771

Please acknowledge receipt by returning the extra copy of this letter.

Sincerely,

Manager - Tariff Administration

Attachments

net'd  
4-21-00  
CP

RECEIVED  
APR 21 2000

ATTACHMENT TO ADVICE NO. 7280

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

Telecommunications Services Tariff, Ill. C.C. No. 20

<u>Part</u>	<u>Section</u>	<u>Revised Tariff Sheets</u>	
		<u>Revision No.</u>	<u>Sheet No.</u>
19	2	4th	1
		2nd	2
		3rd	3
		2nd	4
		3rd	5
		2nd	6
		3rd	7
		2nd	8
		3rd	9
		1st	10
		1st	11
		1st	12
		Original	13
		Original	14
		Original	15
		Original	16
		Original	17
		Original	18
		Original	19
		Original	20
		Original	21
		Original	22
		Original	23
		Original	24
		Original	25
		Original	26
		Original	27
		Original	28
		Original	29
		Original	30
		Original	31
		Original	32
		Original	33
		Original	34
		Original	35
		Original	36
		Original	37
		Original	38

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

4th Revised Sheet No. 1  
Cancels  
3rd Revised Sheet No. 1 (T)

1. GENERAL

RECEIVED  
APR 21 2000

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

- 1.1 Loops and HFPL (High Frequency Portion of the Loop) are <sup>only available</sup> to telecommunications carriers for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission (FCC) and the Illinois Commerce Commission (ICC). (C) (T) (T)
- 1.2 This Section applies to loops and HFPL provided by the Company, hereafter referred to as the "Company". Loops and HFPL are non-competitive telecommunications services which are offered in exchanges in Illinois as defined in Part 4, Section 1, of this Tariff. (C) (C)
- 1.3 General Regulations as found in Part 2 of this Tariff and Section 1 of this Part apply to this Section unless otherwise specified in this Section. The term "customer", which appears in Part 2 of the General Regulations, is the equivalent of the term "telecommunications carrier" as used in this Section. (C)
- 1.4 This Section contains a schedule of rates and regulations applicable to the loops. Currently the following types of loops are available.
- Analog
    - 2-Wire Interface Loop
      - Basic
      - PBX Ground Start
      - COPTS Coin
    - Electronic Key Line (EKL) Interface Loop
    - 4-Wire Interface Loop
  - Digital
    - 2-Wire 160 Kbps (ISDN-BRI) Interface Loop
    - 4-Wire 1.544 Mb/s Interface Loop
    - 2-Wire ADSL/HDSL Compatible Loop
    - 4-Wire HDSL Compatible Loop
- 1.5 Telecommunications carriers will be able to obtain loops from the Company where facilities are available.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

2nd Revised Sheet No. 2  
Cancels  
1st Revised Sheet No. 2 (T)/3/

**1. GENERAL (cont'd)**

(N)

1.6 This Section also contains a schedule of rates and regulations applicable to the HFPL which is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions.<sup>/1/</sup> The Company shall only make the HFPL available to a CLEC in those instances where the Company is also providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user.

The Company shall provide HFPL only where the CLEC indicates that it will deploy a DSL technology over the HFPL which complies with the above definition and meets either the "presumed acceptable for deployment standard"<sup>/2/</sup> criteria established by the FCC or is a non-standard technology as defined in the Service Description below. CLEC may only deploy xDSL technologies on HFPL loops that do not interfere with the analog voice band transmission.

(N)

**RECEIVED**  
APR 21 2000

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

/1/ The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.

/2/ A loop technology that is 'presumed acceptable for deployment' is one that either complies with existing industry standards, has been successfully deployed by another carrier in any state without significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

/3/ Material now appears on 2nd Revised Sheet No. 8 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

3rd Revised Sheet No. 3  
Cancels  
2nd Revised Sheet No. 3 (T)/2/

1. GENERAL (cont'd)

(N)

A Splitter<sup>/1/</sup> is required to separate each service provider's signal/spectrum (voice band signal/spectrum to the Company and data signal/spectrum to the CLEC). Currently, the Company will provide HFPL via three possible service configurations:

- CLEC-Owned Splitter, externally mounted or "stand-alone"
- CLEC-Owned Splitter, integrated in DSLAM (Digital Subscriber Line Access Multiplexer)
- Company-Owned Splitter, provided line-at-a-time

The terms and conditions related to splitter equipment ownership and associated responsibilities are described in 3.6, below.

- 1.7 The Company shall be under no obligation to provision HFPL in any instance where physical facilities which meet the requisite technical standards do not exist. This shall not apply where physical facilities exist, but conditioning is required. In that event, CLEC will be given the opportunity to evaluate the parameters of the service to be over the HFPL service to be provided, and determine whether and what type of conditioning should be performed at its request at its cost.

(N)

**RECEIVED**  
APR 21 2000

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

/1/ A "Splitter" is defined as a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network.

/2/ Material now appears on Original Sheet Nos. 11, 14 and 18 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

2nd Revised Sheet No. 4  
Cancels  
1st Revised Sheet No. 4 (T)/1/

**1. GENERAL (cont'd)**

(N)

1.8 Liability

- A. Notwithstanding any other provision of this Section, each Party, whether a CLEC or the Company, agrees that should it cause any non-standard xDSL technologies to be deployed or used in connection with or on the Company facilities, the Party ("Indemnifying Party") will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's ("Indemnitee") facilities. Notwithstanding any other provision of this Section, each Party ("Indemnifying Party") shall release, defend and indemnify the other Party ("Indemnitee") and hold Indemnitee harmless against any Loss or claim made by the Indemnifying Party's end-user arising out of the negligence or willful misconduct of the Indemnitee, its agents, its end users, contractors, or others retained by such Party, in connection with Indemnitee's provision of splitter functionality under this Section.
- B. For any technology, CLEC's use of any Company network element, or its own equipment or facilities in conjunction with any Company network element, will not materially interfere with or impair service over any facilities of the Company, its affiliated companies or connecting and concurring carriers involved in the Company services, cause damage to the Company's plant, impair the privacy of a communications carried over the Company's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, the Company 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 element(s) causing the violation. Subject to 2.6B for HFPL, the Company will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, the CLEC demonstrates that their use of the network element is not the cause of the network harm. Any claims of network harm by the Company must be supported with specific and verifiable supporting information.

**RECEIVED**  
APR 21 2000

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

/1/ Material now appears on Original Sheet No. 22 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

3rd Revised Sheet No. 5  
Cancels  
2nd Revised Sheet No. 5 (T)/1/

1. GENERAL (cont'd)

(N)

1.9 Indemnification

- A. Covered Claim: Indemnifying Party will indemnify, defend and hold harmless Indemnitee from any claim for damages, including but not limited to direct, indirect or consequential damages, made against Indemnitee by any telecommunications service provider or telecommunications user (other than claims for damages or other losses made by an end-user of Indemnitee for which Indemnitee has sole responsibility and liability, including but not limited to claims by end users of one Party arising out of the other Party's provision of splitter functionality) arising from the use of such non-standard xDSL technologies by the Indemnifying Party, or Indemnifying Party's provision of splitter functionality under this Section, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee (i.e., the Company) and Indemnitee is requested by another telecommunications provider to provide a voice grade service or facility to the end user.
- B. Indemnifying Party is permitted to fully control the defense or settlement of any Covered Claim, including the selection of defense counsel. Notwithstanding the foregoing, Indemnifying Party will consult with Indemnitee on the selection of defense counsel and consider any applicable conflicts of interest. Indemnifying Party is required to assume all costs of the defense and any damages resulting from the use of any non-standard xDSL technologies in connection with or on Indemnitee's facilities or Indemnifying Party's provision of splitter functionality under this Section, or the Indemnifying Party's (i.e., CLEC's) retention of the loop used to provide the HFPL when the end user terminates voice service from Indemnitee (i.e., the Company) and Indemnitee is requested by another telecommunications provider to provide a voice grade service or facility to the end user, and Indemnitee will bear no financial or legal responsibility whatsoever arising from such claims.

RECEIVED<sup>(N)</sup>  
APR 21 2000

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

/1/ Material now appears on Original Sheet No. 23 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

2nd Revised Sheet No. 6  
Cancels  
1st Revised Sheet No. 6 (T)/1/

1. GENERAL (cont'd)

RECEIVED  
APR 21 2000

(N)

1.9 Indemnification (cont'd)

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

- C. Indemnitee agrees to fully cooperate with the defense of any Covered Claim. Indemnitee will provide written notice to Indemnifying Party of any Covered Claim at the address for notice assigned herein within ten days of receipt, and, in the case of receipt of service of process, will deliver such process to Indemnifying Party not later than 10 business days prior to the date for response to the process. Indemnitee will provide to Indemnifying Party reasonable access to or copies of any relevant physical and electronic documents or records related to the deployment of non-standard xDSL technologies used by Indemnitee in the area affected by the claim, or Indemnifying Party's provision of splitter functionality under this Section, all other documents or records determined to be discoverable, and all other relevant documents or records that defense counsel may reasonably request in preparation and defense of the Covered Claim. Indemnitee will further cooperate with Indemnifying Party's investigation and defense of the Covered Claim by responding to the reasonable requests to make its employees with knowledge relevant to the Covered Claim available as witnesses for preparation and participation in discovery and trial during regular weekday business hours. Indemnitee will promptly notify Indemnifying Party of any settlement communications, offers or proposals received from claimants.
- D. Indemnitee agrees that Indemnifying Party will have no indemnity obligation under 1.9A above, and Indemnitee will reimburse Indemnifying Party's defense costs, in any case in which Indemnifying Party's technology is determined not to be the cause of any Indemnitee liability and in any case in which Indemnifying Party's provision of splitter functionality under this Section is determined not to be the cause of any Indemnitee liability.
- E. Claims Not Covered: No Party hereunder agrees to indemnify or defend any other Party against claims based on the other Party's gross negligence or intentional misconduct.

(N)

/1/ Material now appears on Original Sheet No. 29 and 30 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

3rd Revised Sheet No. 7  
Cancels  
2nd Revised Sheet No. 7 (T)/1/

1. GENERAL (cont'd)

RECEIVED  
APR 21 2000

(N)

1.10 Reservation of Rights

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

The Parties acknowledge and agree that the provision of these DSL-Capable Loops and the associated rates, terms and conditions set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein, specifically including those arising with respect to Federal Communications Commission orders whether from the Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 (rel. August 7, 1998), in CC Docket No. 98-147; the FCC's First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 (rel. March 31, 1999), in CC Docket 98-147; the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) (rel. November 5, 1999), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket 96-98 (FCC 99-370) (rel. November 24, 1999) ("the UNE Remand Order"); or the FCC's 99-355 Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999), or any other proceeding, this section shall be revised accordingly.

(N)

/1/ Material now appears on Original Sheet No. 31 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

2nd Revised Sheet No. 8  
Cancels  
1st Revised Sheet No. 8

(T)

**2. SERVICE PARAMETERS**

**RECEIVED**  
APR 21 2000

/1/

2.1 Technical Specifications

A. Loops

ILLINOIS COMMERCE COMMISSION (N)  
CHIEF CLERK'S OFFICE

Loops are provided in accordance with the specifications, interfaces, and parameters described in the technical references listed below. the Company's sole obligation under this tariff is to provide loops in accordance with such specifications, interfaces, and parameters. the Company does not warrant that its loops are compatible with any telecommunications carrier specific facilities or equipment or can be used for any particular purpose or service. Telecommunications carriers ordering loops are responsible for obtaining or providing facilities and equipment that are compatible with such loops. The following published specifications, procedures and practices used by the Company in its network are listed here in order to assist the telecommunications carrier meet its responsibility.

<u>Subject</u>	<u>Technical References</u>
Ameritech Unbundled Analog Loops	AM TR-TMO-000 122
Ameritech Unbundled Digital Loops	AM TR-TMO-000 123

The Technical References can be obtained from the APEX Help Desk at 847-248-4324.

(C)

(C)/1/

/2/

B. HFPL

HFPL is provided in accordance with the requirements of the FCC's Line Sharing Order. When the Company is the provider of the retail POTS analog voice service on the same loop to the same end-user, HFPL access will be offered on 2-wire copper loops that meet basic electrical standards such as metallic connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However removal of load coils, repeaters or excessive bridged tap on an existing loop is optional, subject to conditioning charges, and will be performed at CLEC's request.

(N)

(N)

/1/ Material formerly appeared on 1st Revised Sheet No. 2 in this Section.

/2/ Material now appears on Original Sheet No. 33 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

**2. SERVICE PARAMETERS (cont'd)**

(N)

**RECEIVED**  
APR 21 2000

2.1 Technical Specifications (cont'd)

B. HFPL (cont'd)

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

1. The Company will provide HFPL for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technology as defined in the HFPL Service Description. The Company will not impose limitations on the transmission speeds of xDSL services over HFPL; provided, however, the Company does not guarantee transmission speeds, available bandwidth nor imply any service level.

The Company shall not deny CLEC's request to deploy any technology over the HFPL that is presumed acceptable for deployment unless the Company has demonstrated to the Illinois Commerce Commission, in accordance with FCC orders, that CLEC's deployment of the specific technology deployed on the HFPL will significantly degrade the performance of other advanced services or traditional voice band services.

2. In the event the CLEC wishes to introduce a technology that has been approved by another state commission or the FCC, or successfully deployed elsewhere, the CLEC will provide documentation describing that action to the Company and the ICC before or at the time of its request to deploy such technology within the Company's network. The documentation should include the date of approval or deployment, any limitations included in its deployment, and a sworn attestation that the deployment did not significantly degrade the performance of other services.
3. In the event the CLEC wishes to introduce a technology over the HFPL that does not conform to existing industry standards and has not been approved by an industry standards body, the FCC, or a state commission, the burden is on the CLEC to demonstrate that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.

(N)

/1/ Material now appears on Original Sheet No. 35 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

1st Revised Sheet No. 10  
Cancels  
Original Sheet No. 10 (T)/1/

**2. SERVICE PARAMETERS (cont'd)**

2.1 Technical Specifications (cont'd)

B. HFPL (cont'd)

4. With the exception of HFPL access, which is addressed in 2.2 B(2) below, if the Company or another CLEC claims that a service is significantly degrading the performance of other advanced services or traditional voice band services, then the Company or that other CLEC must notify the causing carrier and allow that carrier a reasonable opportunity to correct the problem. Any claims of network harm must be supported with specific and verifiable supporting information.
5. In the event that the Company or a CLEC demonstrates to the Commission that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the carrier deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of such services.

**RECEIVED**  
APR 21 2000

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

(N)

(N)

/1/ Material now appears on Original Sheet No. 36 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

1st Revised Sheet No. 11  
Cancels  
Original Sheet No. 11 (T)/1/

**2. SERVICE PARAMETERS (cont'd)**

/2/

**RECEIVED**  
APR 21 2000

2.2 Maintenance

A. Loops

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE (N)

The loop will be maintained in accordance with the technical specifications referenced above.

/2/

B. HFPL

(N)

HFPL will be maintained in accordance with technical specifications detailed above, as follows:

1. Narrowband/voice service: If the narrowband, or voice, portion of the loop becomes significantly degraded due to the broadband or high frequency portion of the loop, certain procedures as detailed below will be followed to restore the narrowband, or voice service. Should only the narrowband or voice service be reported as significantly degraded or out of service, the Company shall repair the narrowband portion of the loop without disturbing the broadband portion of the loop if possible. In any case, the Company shall attempt to notify the end user and CLEC any time the Company repair effort has the potential of affecting service on the broadband portion of the loop.

(N)

/1/ Material now appears on Original Sheet No. 37 in this Section.

/2/ Material formerly appeared on 2nd Revised Sheet No. 3 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

1st Revised Sheet No. 12  
Cancels  
Original Sheet No. 12 (T)/2/

**2. SERVICE PARAMETERS (cont'd)**

(N)

**RECEIVED**  
APR 21 2000

2.2 Maintenance (cont'd)

B. HFPL (cont'd)

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

2. If the Company isolates a trouble (causing significant degradation or out of service condition to the POTS service) to the HFPL caused by the CLEC data equipment or CLEC-owned splitter, the Company will attempt to notify the CLEC and request a trouble ticket and committed restoration time for clearing the reported trouble (no longer than 24 hours). The CLEC will allow the end user the option of restoring the POTS service if the end user is not satisfied with the repair interval provided by the CLEC. If the end user chooses to have the POTS service restored until such time as the HFPL problem can be corrected and notifies either CLEC or the Company (or if the CLEC has failed to restore service within 24 hours), either Party will notify the other and the Company will "cutaround" the POTS Splitter/DSLAM equipment to restore POTS. When the CLEC resolves the trouble condition in its equipment, the CLEC will contact the Company to restore the HFPL portion of the loop. In the event the trouble is identified and corrected in the CLEC equipment, the Company will charge the CLEC upon closing the trouble ticket.
3. Maintenance, other than assuring loop continuity<sup>/1/</sup> and balance on unconditioned or partially conditioned loops utilized for HFPL greater than 12,000 feet, will only be provided on a time and material basis. On loops utilized for HFPL where CLEC has requested recommended conditioning not be performed, the Company's maintenance will be limited to verifying loop suitability for POTS. For loops utilized for HFPL having had partial or extensive conditioning performed at CLEC's request, the Company will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable for POTS and which do not result from the loop's modified design.

(N)

/1/ "Continuity" shall be defined as a single, uninterrupted path along a circuit, from the demarcation point located at the customer premises to the termination on the horizontal side of the Main Distribution Frame (MDF).

/2/ Material now appears on Original Sheet No. 38 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

Original Sheet No. 13

(T)

**2. SERVICE PARAMETERS (cont'd)**

(N)

**RECEIVED**  
APR 21 2000

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

2.2 Maintenance (cont'd)

B. HFPL (cont'd)

4. Any CLEC testing of the retail-POTS service must be non-intrusive unless utilizing Mechanized Loop Testing (MLT). Prior to a CLEC utilizing the MLT intrusive test scripts, the CLEC must have established data service on that loop and have specifically informed the end user customer that service testing will interrupt both the data and voice telephone services served by that line. CLEC may not perform intrusive testing without having first obtained the express permission of the end user customer and the name of the person providing such permission. CLEC shall make a note on the applicable screen space of the name of the end user customer providing permission for such testing before initializing an MLT test or so note such information on the CLEC's trouble documentation for non-mechanized tests.
  - a. The CLEC may use intrusive testing on its non-integrated Data-only sections within its equipment. The retail POTS service must be continuous and cannot be opened by the CLEC.
  - b. CLEC hereby agrees to assume any and all liability for any such intrusive testing it performs, including the payment of all costs associated with any damage, service interruption, or other telecommunications service degradation or damage to the Company's facilities and hereby agrees to release, defend and indemnify the Company and hold the Company harmless, from any claims for loss or damages, including but not limited to direct, indirect or consequential damages, made against the Company by an end user customer, any telecommunications service provider or telecommunications user relating to such testing by CLEC.
5. The CLEC shall not rearrange or modify the retail-POTS within its equipment in any way beyond the original HFPL service.

(N)

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

Original Sheet No. 14 (T)

2. SERVICE PARAMETERS (cont'd)

RECEIVED  
APR 21 2000

/1/

2.3 Ordering and Provisioning

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE (T)

The Company will provide telecommunications carriers with electronic access to place service orders for loops and HFPL. Application of service order types and applicable rates are shown in 4. and 5. following. (C)

Loops and HFPL will be provisioned in accordance with the technical specifications referenced above. (C)

A. Loops (N)

The Company will provide access to its unbundled loops at each Company wire center via Collocation as described in Part 23, Section 4 of this tariff. Notwithstanding the provisions of this section, Collocation will not be required for the provision of currently combined Unbundled Local Switching with Interim Shared Transport and Unbundled Local Loops obtained through Section 15 of this Part, Provision of Existing Combinations of Network Elements. Any other access to unbundled loops can be requested via the Bona Fide Request Process.

The Cross Connect Charge, shown in 5. following, is applicable when a loop is cross-connected to transport provided by the telecommunications carrier or a third party.

/1/

B. HFPL (N)

HFPL is only provided on lines/loops where the Company is providing voice band (traditional POTS) service at the time an order is placed. The Company will provide access to HFPL at each Company central office via the splitter ownership options and subject to the responsibilities of the parties described in 3.6 below. Any other access to HFPL may be requested via the Bona Fide Request process.

HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance. (N)

/1/ Material formerly appeared on 2nd Revised Sheet No. 3 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

Original Sheet No. 15

(T)

**2. SERVICE PARAMETERS (cont'd)**

**RECEIVED**  
APR 21 2000

(N)

**2.3 Ordering and Provisioning (cont'd)**

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

**B. HFPL (cont'd)**

Cross Connect charges, by configuration, as shown in 5.1C and 5.6 below are applicable in addition to the other applicable monthly recurring charges shown in 5.1C and service order charges shown in 5.2.

For each HFPL, CLEC shall at the time of ordering notify the Company as to the PSD mask of the technology the CLEC intends to deploy over the HFPL. If and when a change in PSD mask is made, CLEC will immediately notify the Company. Likewise, the Company will disclose to CLEC upon request information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops. The Company will use this information for the sole purpose of maintaining an inventory of advanced services present in the cable sheath. If the technology the CLEC wishes to deploy does not have a PSD mask and/or fit within a national standard PSD mask, CLEC shall provide the Company with a technical description of the technology (including power mask) for inventory purposes.

(N)

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

Original Sheet No. 16

(T)

2. SERVICE PARAMETERS (cont'd)

RECEIVED  
APR 21 2000

(N)

2.3 Ordering and Provisioning (cont'd)

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

B. HFPL (cont'd)

In the event that the Company rejects a request by CLEC for provisioning of advanced services for any reason other than lack of facilities, the Company will disclose to the requesting CLEC information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops, including the specific reason for the denial, within 48 hours of the denial.

The Company will not guarantee that the HFPL ordered will perform as desired by the CLEC, but will guarantee basic metallic loop parameters, including continuity and pair balance. CLEC shall designate, at its option, what loop conditioning the Company is to perform in provisioning the HFPL on the HFPL order. For loops under 12,000 feet, the Company will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC.

Provisioning Intervals:

The provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide a HFPL), on orders for 1-20 loops per order or per end-user location, regardless of length will be five (5) business days, or the provisioning and installation interval applicable to the Company's advanced service affiliate's HFPL, whichever is less.

(N)

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

Original Sheet No. 17

(T)

**2. SERVICE PARAMETERS (cont'd)**

(N)

**RECEIVED**  
APR 21 2000

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

2.3 Ordering and Provisioning (cont'd)

B. HFPL (cont'd)

Provisioning Intervals (cont'd):

The provisioning and installation intervals for HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to the Company's advanced services affiliate's HFPL where conditioning is required, whichever is less. Intervals are contingent upon CLEC's end user customer release during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

Orders for more than 20 HFPLs per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. Intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.

Orders for more than 20 HFPLs per order which require conditioning will have a provisioning and installation interval agreed to by the parties in each instance.

(N)

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606

PART 19 - Unbundled Network Elements and Number  
Portability  
SECTION 2 - Unbundled Loops and HFPL

Original Sheet No. 18

(T)

## 2. SERVICE PARAMETERS (cont'd)

(N)

RECEIVED  
APR 21 2000

### 2.3 Ordering and Provisioning (cont'd)

#### B. HFPL (cont'd)

ILLINOIS COMMERCE COMMISSION  
CHIEF CLERK'S OFFICE

##### Provisioning Intervals (cont'd):

Subsequent to the initial order for an HFPL additional conditioning may be requested on such loop(s) at the rates set forth in 5.9 below and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending xDSL capable loop(s) order, no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.

(N)

### 2.4 NID to NID Interconnection

/1/

Where the telecommunications carrier desires access to the Network Interface Device (NID) so that it may gain access to an end user customer's inside wire, the Company will permit the telecommunications carrier to connect the telecommunications carrier's own loop to the inside wiring of the end user customer's premises through the Company NID. The telecommunications carrier must establish the connection through an adjoining telecommunications provider's NID which serves as the Network Interface (NI) or demarcation for its loop. In no instance may the telecommunications carrier disconnect the Company's loop or the ground wire from the Company NIDs, enclosures or protectors nor will the Carrier's NID be considered part of the Company's transmission path.

/1/

/1/ Material formerly appeared on 2nd Revised Sheet No. 3 in this Section.

Issued: April 21, 2000

Effective: June 6, 2000

By Theresa P. Larkin, Vice President - Regulatory Affairs  
225 West Randolph Street  
Chicago, Illinois 60606