

## **ATTACHMENT 12 - COLLOCATION**

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## 1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions pursuant to which the applicable AT&T-owned Incumbent Local Exchange Carrier (ILEC) will provide Physical and Virtual Collocation pursuant to 47 U.S.C. § 251(c)(6). AT&T-22STATE will provide Collocation arrangements at the rates, terms and conditions set forth herein. Collocation is available to CLEC for the placement of Telecommunications Equipment as provided for in this Attachment solely for the purposes of (i) transmitting and routing Telephone Exchange Service or Exchange Access pursuant to 47 U.S.C. § 251(c)(2) of the Act and applicable effective FCC regulations and judicial rulings, or (ii) obtaining access to AT&T-22STATE's 251(c)(3) Unbundled Network Elements (UNEs) for the purpose of providing Telecommunications Service pursuant to 47 U.S.C. § 251(c)(3) of the Act and effective FCC rules and associated and effective FCC and judicial orders.
- 1.2 Unless otherwise specified, the terms and conditions in this Attachment apply to both Virtual and Physical Collocation Arrangements. This Attachment provides for the placing of certain Collocator Telecommunications Equipment and facilities on AT&T-22STATE property for the purposes set forth in Section 1.1.
- 1.3 The terms and conditions expressly set forth in this Attachment shall control in the event of an irreconcilable conflict with any of the following: the Terms and Conditions of the Interconnection Agreement between the Collocator and AT&T-22STATE and all appendices and/or other Attachments, the Collocation Services Handbook, AT&T-22STATE's standards and requirements for equipment and facility installations, documentation on the AT&T CLEC Online website as it may change from time to time, or AT&T-22STATE's TP-76300 which can be found on the AT&T CLEC Online website. References to "this Agreement" herein include the General Terms and Conditions and the other Attachments which comprise Collocator's Interconnection Agreement.
- 1.4 Unless otherwise specified, intervals and processes are described online in the Collocation Services Handbook and/or the appropriate Technical Publication (TP) found on AT&T CLEC Online website.
- 1.5 The rates, terms and conditions contained within this Attachment shall only apply when Collocator is physically or virtually collocated as a sole occupant or as a Host within an AT&T-22STATE Premises pursuant to this Attachment.
- 1.6 This Attachment is only applicable to AT&T-22STATE Premises owned or controlled by AT&T-22STATE.
- 1.7 Scope:
- 1.7.1 The Parties intend that this Attachment contain the sole and exclusive terms and conditions by which CLEC will obtain Collocation from AT&T-22STATE pursuant to 47 U.S.C. § 251(c)(6), except to the extent CLEC may also have a Microwave Entrance Facility Collocation Attachment.
- 1.7.2 AT&T-22STATE will process any order for 251(c)(6) Collocation submitted by Collocator in accordance with this Attachment.
- 1.7.3 The Collocation terms and conditions within this Attachment are contingent upon Collocator doing its own work through the use of an AT&T-22STATE Approved Installation Supplier (AIS).
- 1.7.4 Physical Collocation provides actual space (hereinafter referred to as Dedicated Space) within AT&T-22STATE Eligible Structures as defined in Section 2 below. The Physical Collocator will lease the Dedicated Space from AT&T-22STATE and install its own Telecommunications Equipment within the Dedicated Space that is necessary for the purposes set forth in Section 1.1 above.
- 1.7.5 The Physical Collocator will provision, install and maintain its Collocation arrangement using the applicable AT&T-22STATE AIS. When space is Legitimately Exhausted inside an Eligible Structure, AT&T-22STATE will permit Collocation in Adjacent On-Site Structures located on AT&T-22STATE's property in accordance with this Attachment.
- 1.7.6 Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-22STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-22STATE at the direction of the Collocator.
- 1.8 Billing Conversions:
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- 1.8.1 Billing Conversions on previously provided Collocation under tariff will apply to all monthly recurring charges (MRCs) contained in the Collocation section of the Pricing Schedule attached. **AT&T-22STATE** will initiate all orders for such Billing Conversion and no non-recurring charges (NRCs) shall apply to CLEC for Billing Conversion orders.
- 1.8.2 Prospective Effect:
- 1.8.2.1 Any Billing Conversions made pursuant to this Section shall be effective on a prospective basis only for recurring charges. The rates implemented via this Agreement shall apply to all existing Collocation arrangements that were established under the terms and conditions established pursuant to 47 USC 251(c)(6) without the need for a specific request by the CLEC that such new rates be implemented for each such Collocation arrangement. Adoption of a new rate structure shall not by itself require purchaser to incur any new non-recurring Collocation area modification or application charges. In the event that any order for any 251(c)(6) Collocation submitted by Collocator is pending as of the Effective Date of the Agreement, any NRCs then due and owing or otherwise then contemplated by such pending order shall be assessed in accordance with the rates set forth in the arrangement (e.g., tariff or prior interconnection agreement) under which the order was originally submitted; provided, however, that any MRCs arising out of such order shall be subject to the rates set forth in this Agreement from the Effective Date forward.

## 2.0 **Definitions**

- 2.1 "Adjacent Structure" means when a Physical Collocator provided structure is placed on **AT&T-22STATE** property (Adjacent On-site) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent adjacent space is available and Technically Feasible to use for this purpose.
- 2.2 "**AT&T-22STATE** Premises" means all buildings falling under the FCC's definition of "premises", including **AT&T-22STATE** ILEC Central Offices (COs) and Remote Terminals.
- 2.3 "Augment" means a request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement.
- 2.4 "Billing Conversions" means that any 251(c)(6) Collocation previously provided under tariff to CLEC, prior to the Effective Date of this Agreement, will be subject to the pricing contained within this Agreement upon the Effective Date of this Agreement.
- 2.5 "Cable Records Charges" in **AT&T SOUTHEAST REGION 9-STATE** only: means the applicable charges for work activities required to build or remove existing cable records assigned to Collocators in **AT&T SOUTHEAST REGION 9-STATE**'s database systems. The applicable rates and charges are shown in the Pricing Schedule.
- 2.6 "Circuit Facility Assignments (CFAs)" means the information provided to show the point of Interconnection between the Collocator and **AT&T-22STATE**.
- 2.7 "Collocator" is the CLEC who places Telecommunications Equipment on **AT&T-22STATE**'s Premises, within designated Collocation areas, for the sole purpose of Interconnecting with **AT&T-22STATE** and/or accessing **AT&T-22STATE**'s 251(c)(3) UNEs for the purpose described in this Attachment.
- 2.7.1 A "Physical Collocator" is a CLEC that has a Physical Collocation arrangement on **AT&T-22STATE** Premise.
- 2.7.2 A "Virtual Collocator" is a CLEC that has a Virtual Collocation arrangement on **AT&T-22STATE** Premise.
- 2.8 "Collo-to-Collo" (Also known as "Direct Connection" or "Direct Connect"), means the cable connection between a Collocator's collocated equipment in a Physical or Virtual Collocation arrangement and its own or another Collocator's physically or virtually collocated equipment, located within the same Eligible Structure.
- 2.9 "Cross-Connect" means a service order-generated connection of one or more Collocator's equipment cables using patch cords or jumpers that attach to connecting equipment hardware at the Main Distribution Frame (MDF), Intermediate Distribution Frame (IDF) or Fiber Distribution Frame (FDF).
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- 2.10 "Custom Work Charge" (Also known as special construction), means the charge(s) developed on an ICB basis, solely to meet the construction requirements of the Collocator.
- 2.11 "Day" means, for purposes of application and/or installation intervals, calendar days unless otherwise specified. However, for any time period equal to or less than five (5) days, day denotes Business Day as defined in the General Terms and Conditions (GT&C) of this Agreement.
- 2.12 "Delivery Date" (Also known as Space Ready Date) means the date on which AT&T-22STATE turns the functional Collocation space over to the requesting Collocator. The space is functional when AT&T-22STATE has completed all work, as required by the Collocator's accurate and complete Application, and is not dependent on when or whether the Collocator has completed its work.
- 2.13 "Dedicated Space" means the space assigned for the Collocator's Physical Collocation arrangement located in AT&T-22STATE Eligible Structure.
- 2.14 "Effective Billing Date" means the date AT&T-22STATE completed its work as required by the Collocator's accurate and complete application and made the Collocation space available to the Collocator, regardless of any failure by the Collocator to complete its work.
- 2.15 "Efficiently Used" means that at least sixty percent (60%) of the Collocator's specific type of CFA (cable pairs, coaxial or fiber facilities) requested is currently being used for the purpose of interconnecting to AT&T-22STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access and/or means the Collocator is using between sixty (60) and one hundred percent (100%) of the Collocator's existing Collocation space arrangement in a particular Eligible Structure.
- 2.16 "Eligible Structure" means AT&T-22STATE's Central Office (CO) and Serving Wire Centers, as well as, all buildings or similar structures owned or controlled by AT&T-22STATE that house its network facilities, and all structures that house AT&T-22STATE's facilities on public Rights-of-Way (ROW) as ROW is defined in Attachment 03 - Structure Access.
- 2.17 "Extraordinary Charges" means those costs for requests for construction or maintenance that are beyond what is ordinary, average, usual or normal in degree or measure based upon the terms, conditions, and rates established in this Attachment. Extraordinary costs are one-time expenses AT&T-22STATE incurs to meet the specific request of an individual Collocator and will not typically benefit either other CLECs or AT&T-22STATE.
- 2.18 "Guest-Host" (Also known as Sub-leased) means when a Collocator allows other Telecommunications Carriers to share Collocator's caged Collocation arrangement, pursuant to the terms and conditions agreed to by Collocator (Host) and the other Telecommunications Carriers (Guests).
- 2.19 "Individual Case Basis (ICB)" means the charges based on requests from a Collocator, that are beyond the terms, conditions, and rates established in this Attachment.
- 2.20 "Infrastructure Systems" means the structural components, such as: floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems, power, high efficiency filtration, humidity controls, remote alarms, and smoke purge.
- 2.21 "AT&T-22STATE Approved Installation Supplier (AT&T-22STATE AIS)" means the suppliers that are approved to perform CO installation work for AT&T-22STATE and for Collocators in AT&T-22STATE Eligible Structures.
- 2.21.1 Approved CO Installation Suppliers Tier 1 (AT&T-22STATE AIS Tier 1) - These suppliers are approved by AT&T-22STATE to perform CO installation work for AT&T-22STATE and for Virtual Collocators in AT&T-22STATE CO in all Collocation areas and common areas in the technologies and geographical locations for which they are approved by the AT&T-22STATE per the letter codes listed in a table on the Tier 1 list on the AT&T CLEC Online website.
- 2.21.2 AT&T-22STATE Collocation Approved Installation Suppliers Tier 2 (AT&T-22STATE AIS Tier 2) - These suppliers have been approved to perform collocation installation work for Physical Collocators in the Caged Collocation area and in the "footprint of the bay" in the cageless (Physical) Collocation area within the CO. This category of approval does not include access to common areas, installation of cabling outside of the cage or footprint, Virtual Collocation areas, or the Main Distribution Frame (MDF).
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- 2.22 "Interconnector's Collocation Services Handbook for Physical or Virtual Collocation" or like document, is a publication provided to Collocators that provides information on how to order Collocation arrangements and the processes and requirements for Collocation in AT&T-22STATE's CO. This document is located on the AT&T CLEC Online Web-site and is amended from time to time.
- 2.23 "Legitimately Exhausted" means when all Unused Space (as defined below) in a CO or other Eligible Structure that can be used to locate Telecommunications Equipment via Physical Collocation is completely occupied.
- 2.24 "Other Collocation Space" means the space within the CO that can be designated for Physical Collocation where infrastructure systems do not currently exist and must be constructed. The designation of Other Collocation Space is applicable to space within the CO only; other Eligible Structures such as CEVs, huts, and vaults are considered "Active" Collocation Space.
- 2.25 "Physical Collocation" means space that is provided by AT&T-22STATE to Collocator for the purpose of interconnecting to AT&T-22STATE's network for the transmission and routing of Telephone Exchange Service or Exchange Access, or both pursuant to 47 U.S.C. §251(c)(2), or for obtaining access to AT&T-22STATE UNEs ("UNEs") for provision of a Telecommunications Service pursuant to 47 U.S.C. §251(c)(3) of the Act.
- 2.26 "Remote Terminals (RT)" means the Controlled Environmental Vaults (CEV's), Huts, Terminals and Cabinets and other AT&T-22STATE owned or controlled premises containing AT&T-22STATE network facilities where adequate space is available and Collocation is Technically Feasible.
- 2.27 "Shared Caged Collocation" means when two (2) or more Physical Collocators may initially apply at the same time to share a caged Collocation arrangement. Applicable rates and charges are shown in the Pricing Schedule.
- 2.28 "Technical Publications (TPs)" means the documents used for installation requirements, which can include network equipment, power, grounding, environmental, and physical design requirements. These documents can be found on AT&T CLEC Online website.
- 2.29 "Technically Feasible" means that a Collocation arrangement is Technically Feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. Technical impediment shall be determined consistent with the definition of Technically Feasible in 47 CFR Section 51.5 to the extent that definition may be effective at the time of such determination. A rebuttable presumption that a Collocation arrangement is Technically Feasible shall arise if the arrangement has been deployed by any ILEC in the country.
- 2.30 "Telecommunications Infrastructure Space" means the square footage or linear footage of space, including common areas, used to house Telecommunications infrastructure equipment necessary to support Collocation space used for Interconnection under section 251(c)(2) with AT&T-22STATE's network or access to 251(c)(3) UNEs of AT&T-22STATE's network.
- 2.31 "Unused Space" means any space (i) existing in AT&T-22STATE's Eligible Structures at the time of a Collocation request, (ii) that is not subject to a valid space reservation by AT&T-22STATE or any Third Party, (iii) that is not occupied by AT&T-22STATE's, its Affiliates', or Third Party's equipment, and is not needed for access to, or egress from, work areas (iv) that is not being used by AT&T-22STATE's or its Affiliates for administrative or other functions and (v) on or in which the placement of any equipment or network facilities (AT&T-22STATE's or Requesting Collocator's) would not violate any local or state law, rule or ordinance (e.g., fire, OSHA, or zoning) or technical standards (performance or safety) or would void AT&T-22STATE's warranty on proximate.
- 2.32 "Virtual Collocation" is provided for the purpose of interconnecting to AT&T-22STATE for the transmission and routing of Telephone Exchange Service or Exchange Access, or both, pursuant to 47 U.S.C. §251(c)(2), or for obtaining access to AT&T-22STATE's 251(c)(3) UNEs for the provision of a Telecommunications Service, pursuant to 47 U.S.C. §251(c)(3) of the Act when the virtually collocated Telecommunications Equipment is provided by the Collocator. Virtual Collocation is separate and distinct from Physical Collocation. Virtually collocated Telecommunications Equipment is purchased by the Collocator and is engineered and installed by an AT&T-22STATE AIS Tier 1. The Collocator's vendor is paid directly by the Collocator. Virtual Collocated equipment is maintained by AT&T-22STATE at the direction of the Collocator.

### 3.0 GENERAL

#### 3.1 Certification:

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- 3.1.1 The Collocator requesting Collocation is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of Telecommunications Service by using the Collocation space. AT&T-22STATE shall not refuse to process an Application for Collocation space and shall not refuse to provision the Collocation space submitted by a Telecommunications Carrier while that Telecommunications Carrier's state certification is pending or prior to a final approved Interconnection Agreement.
- 3.2 The rates and charges in this Attachment are applicable only for Collocation arrangements in Eligible Structures as defined in Section 2 of this Attachment. AT&T-22STATE allocates the charges for space preparation and security charges on a prorated basis so the first Collocator will not be responsible for the entire cost of site preparation. However, ancillary charges for unique Collocator requests for Collocation options directly attributable to the requesting Collocator will not be prorated. Examples include power arrangements and POT bay-related options. Rates and charges can be found in the Pricing Schedule.
- 3.3 Any business telephone services ordered by the Physical Collocator for its administrative use within its Dedicated Space will be provided in accordance with applicable AT&T-22STATE retail services.
- 3.4 Hazardous Waste and Materials:
- 3.4.1 The Collocator and its AT&T-22STATE AIS and/or vendors, shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, the AT&T-22STATE AIS shall adhere to all AT&T-22STATE requirements and shall coordinate with the AT&T-22STATE representative before any activity relating to hazardous material/waste is started. Refer to the Interconnector's Collocation Services Handbook for Physical and Virtual Collocation, which may be accessed on the AT&T CLEC Online website.
- 3.5 Safety:
- 3.5.1 The Collocator shall be entirely responsible for the safety and instruction of its employees or representatives. The Collocator shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of AT&T-22STATE or other Telecommunications Carriers. The Collocator shall immediately report to the AT&T-22STATE CO representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Collocator while on AT&T-22STATE premises or any OSHA inspection or citations issued to the Collocator while on AT&T-22STATE premises. Refer to Interconnector's Guide(s) for Physical Collocation for further details.
- 3.6 Americans with Disability Act (ADA):
- 3.6.1 The rates and charges in this Attachment do not include costs for any ADA construction generated or caused by the Collocation space request. If required, ADA construction will be provided on an ICB.
- 3.6.2 If AT&T-22STATE is required to upgrade an Eligible Structure, or portion of the structure to comply with the ADA which arises as a direct result of Collocator's Collocation arrangement, AT&T-22STATE will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Eligible Structure, based on the total space utilized by each Collocator.
- 3.7 Dispute Resolution – Except as otherwise provided herein, all Dispute Resolutions will be governed by the GT&C's of this Agreement.
- 3.8 Billing – Except as otherwise provided herein, Billing will be governed by the GT&C's of this Agreement.
- 3.9 AT&T-22STATE will provide a Telephone Inventory Record Keeping System (TIRKS) and/or SWITCH print-out of Circuit Facilities Assignment (CFA) to the CLEC at Collocation space turnover. The CLEC is responsible for payment of all non-recurring charges, where applicable, prior to receiving CFA information.
- 3.10 Parking at Eligible Structures will be provided on a first-come, first-served basis. Collocator may not park in spaces that are reserved for AT&T-22STATE vehicles and which are designated as reserved.
- 3.11 Collocator shall be allowed to have reasonable use of and access to loading docks.
- 3.12 Contact Numbers:
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- 3.12.1 AT&T-22STATE is responsible for providing the Collocator personnel a contact number for AT&T-22STATE personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week as defined in AT&T-22STATE's Interconnector's Collocation Services Handbook.
- 3.12.2 The Collocator is responsible for providing to AT&T-22STATE personnel a contact number for Collocator personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week to AT&T-22STATE. In addition, for all activities requiring verbal and written notification per this Attachment, the Parties will provide the contact numbers included in the application process.
- 3.12.3 The Physical Collocator is responsible for the posting and/or updating signage on the inside of its Dedicated Space that contains their emergency contact information.
- 3.13 Right-to-Use; Multiple Dedicated Spaces:
- 3.13.1 In accordance with this Attachment, AT&T-22STATE grants to the Collocator the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.
- 3.14 Trouble Status Reports:
- 3.14.1 AT&T-22STATE and the Collocator are responsible for making best efforts to provide prompt notification to each other of significant outages or operations problems which could impact or degrade AT&T-22STATE or the Collocator's network, switches or services, with an estimated clearing time to restore service. When trouble has been identified within the Collocator's network, the Collocator is responsible for providing trouble status reports when requested by AT&T-22STATE.
- 3.15 Service Coordination:
- 3.15.1 Collocator is responsible for coordinating with its AT&T-22STATE AIS to ensure that the Collocator's approved requests are installed in accordance with their Collocation Applications.
- 3.16 Access to the MDF:
- 3.16.1 AT&T-22STATE will not provide Collocator's personnel with direct access to AT&T-22STATE's MDF, with the exception of the Collocator's hired AT&T-22STATE's AIS Tier 1.
- 3.17 Equipment List:
- 3.17.1 A list of all the equipment and facilities, including the associated power requirements, floor loading, and heat release of each piece of equipment ("Equipment List"), that the Collocator will place within its Dedicated Space, or request to be placed in Virtual Collocation Space, must be included on the application for which the Dedicated Space or Virtual Collocation is prepared. The Collocator's equipment and facilities shall be compliant with the standards set out in Section 3.18.1, Minimum Standards, following and meet the requirements for "necessary equipment." The Collocator warrants and represents that the Equipment List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Attachment. The Collocator shall not place or leave any equipment or facilities within the Dedicated Space not included on the Equipment List without the express written consent of AT&T-22STATE, which consent shall not be unreasonably withheld.
- 3.17.2 AT&T-22STATE posts the list of Safety compliant equipment on the "All Equipment List (AEL)" for the Collocator's reference on AT&T CLEC Online website. When the Collocator's equipment is not listed on the approved AEL the equipment will be reviewed for safety by AT&T-22STATE and written approval or denial of the equipment will be forwarded to the Collocator. The AEL list is available to Collocators via the AT&T CLEC Online website. Inclusion of the equipment on the AEL does not mean that it meets the requirements of "necessary equipment," and thus does not mean that the equipment may be collocated.
- 3.17.3 Subsequent Requests to Place Equipment:
- 3.17.3.1 The Collocator shall furnish to AT&T-22STATE a written list in the form of an attachment to the original Equipment List for the subsequent placement of equipment in its Dedicated or Virtual Collocation Space. When the Collocator's equipment is not listed in the approved All Equipment List (AEL) the equipment will be reviewed by AT&T-22STATE and written approval or denial of
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the equipment will be forwarded to the Collocator. The additional equipment will also be reviewed as to whether it is "necessary equipment." Only if the equipment passes both reviews may it be collocated.

3.18 Minimum Standards:

- 3.18.1 Any network equipment placed in AT&T-22STATE network equipment areas of Eligible Structures by AT&T-22STATE or Collocator must meet AT&T-22STATE minimum safety standards. The minimum safety standards are as follows: (1) Collocator's equipment must meet Telcordia Level 1 safety requirements as set forth in TP- 76200, Network Equipment Building Systems (NEBS); or, (2) Collocator must demonstrate that its equipment has a history of safe operation. Safe operation is demonstrated by the equipment having been installed in any ILEC Eligible Structure (including AT&T-22STATE) prior to January 1, 1998 with no known history of safety problems. When engineering and installing equipment, the Collocator will be expected to conform to the same accepted procedures and standards utilized by AT&T-22STATE and its contractors.
- 3.18.2 At an RT all Collocator equipment installation shall comply with AT&T-22STATE TP-76416, "Grounding and Bonding Requirements for Network Facilities" as found on AT&T CLEC Online Website. Metallic cable sheaths and metallic strength members of optical fiber cables, as well as, the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 3.18.3 In the event that AT&T-22STATE denied Collocation of Collocator's equipment citing safety standards, AT&T-22STATE will provide a list of AT&T-22STATE telecommunications equipment which AT&T-22STATE locates within the Eligible Structure for which Collocation was denied together with an affidavit attesting that all of such AT&T-22STATE equipment met or exceeded the same safety standards for which Collocator's equipment was denied for not meeting that standard. This aforementioned list will be provided within (5) Business Days of Collocator's written request.
- 3.18.4 In the event AT&T-22STATE believes that collocated equipment is not necessary for interconnection or access to 251(c)(3) UNEs or determines that the Collocator's equipment does not meet the minimum safety standards, the Collocator must not collocate the equipment until the dispute is resolved in the Collocator's favor. The Collocator will be given ten (10) Business Days to comply with the requirements and/or remove the equipment from the collocation space if the equipment was already improperly collocated. If it is determined that the Collocator's equipment does not meet the minimum safety standards above, the Collocator must not collocate the equipment and will be responsible for removal of the equipment and all resulting damages if the equipment already was collocated improperly.
- 3.18.5 Collocation equipment or operating practices representing a significant demonstrable technical or physical threat to AT&T-22STATE personnel, network or facilities, including the Eligible Structure or those of others is strictly prohibited. Notwithstanding any other provision herein, the characteristics and methods of operation of any equipment or facilities placed in the Collocation space shall not create hazards for or cause damage to those facilities, the Collocation space, or the Eligible Structure in which the Collocation space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Collocation space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment. Any and all disputes shall be governed by the GT&Cs of this Agreement.

3.19 Compliance Certification:

- 3.19.1 Subject to Section 27 of the GT&Cs of this Agreement, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

3.20 Re-Entry:

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- 3.20.1 If the Collocator shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of **AT&T-22STATE**'s written Notice, or if the Collocator is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, **AT&T-22STATE** may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel the Collocator and any claiming under the Collocator, remove the Collocator's property and dispose of such abandoned equipment. Also, services provided pursuant to this Attachment will be terminated without prejudice to any other remedies.
- 3.20.2 **AT&T-22STATE** may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for the Collocator at any time after sending the Notice required by the preceding Section.
- 3.20.3 Limitations:
- 3.20.3.1 **AT&T-22STATE** is not obligated to purchase additional plant or equipment, relinquish occupied space or facilities (unless there is obsolete equipment and Collocator requests it be removed or its removal is ordered by the Commission), to undertake the construction of new building quarters or to construct building additions or substantial improvements to the CO infrastructure of existing quarters in order to satisfy a request for space or the placement of additional equipment or facilities by a Collocator. However, when planning renovations of existing facilities or constructing or leasing new facilities, **AT&T-22STATE** would take into account projected demand for Collocation of equipment. Subject to space availability and technical feasibility, **AT&T-22STATE** will ensure that the Collocator is provided Collocation space at least equal in quality to that provided to **AT&T-22STATE**, its Affiliates or other Parties to which it provides interconnection.
- 3.21 Dedicated Space Use and Access:
- 3.21.1 **AT&T-22STATE** voluntarily allows Collocator via the **AT&T-22STATE** AIS to place ancillary equipment and facilities, including cross-connect and other simple frames, routers, portable test equipment, equipment racks and bays, and other ancillary equipment and facilities on a non-discriminatory basis, only if **AT&T-22STATE** and Collocator mutually agree to such placement, in **AT&T-22STATE**'s Premises solely to support and be used with equipment that the Collocator has legitimately collocated in the same premises.
- 3.21.2 **AT&T-22STATE** does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 3.21.3 When the Collocator's Collocation arrangement is within the Eligible Structure, the Collocator may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptible Power System with batteries, or standby engine). **AT&T-22STATE** will provide the necessary backup power to help protect against power outages.
- 3.21.4 Consistent with the environment and purpose of the Dedicated Space, the Collocator shall not use the Dedicated Space for office, retail, marketing, or sales purposes. No signage or marking of any kind by the Collocator shall be permitted on the Eligible Structure or on **AT&T-22STATE** grounds surrounding the Eligible Structure in which the Dedicated Space is located excluding the Emergency contact information that the Collocator is required to place on the inside of its Dedicated Space. Unauthorized use of equipment, supplies or other property by Collocator, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the Collocator, as may be all associated investigative costs.
- 3.21.5 Physical Collocation: **AT&T-22STATE** will not delay a Physical Collocator employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. **AT&T-22STATE** will provide the Physical Collocator with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the Collocator's employees and **AT&T-22STATE** AISs with **AT&T-22STATE**'s policies and practices pertaining to fire, safety and security (e.g. the Collocator must comply with 4.10 below of this Attachment).
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### 3.22 Pre-visits for Physical Collocation Only:

- 3.22.1 In order to permit reasonable access during construction of the Physical Collocation space, the Physical Collocator may submit a request for its one (1) free accompanied site visit to its designated Physical Collocation space at any time subsequent to AT&T-22STATE's receipt of the BFFO. In the event the Physical Collocator desires access to its designated Physical Collocation Space after the first accompanied free visit and the Physical Collocator's access request form(s) has not been approved by AT&T-22STATE or the Physical Collocator has not yet submitted an access request form to AT&T-22STATE, the Physical Collocator shall be permitted to access the Physical Collocation space accompanied by a AT&T-22STATE security escort, at the Physical Collocator's expense, which will be assessed pursuant to the Security Escort fees contained in the Pricing Schedule. If any travel expenses are incurred, the Physical Collocator will be charged for the time AT&T-22STATE employees spend traveling per the rates listed in the Pricing Schedule. The Physical Collocator must request that escorted access be provided by AT&T-22STATE to the Physical Collocator's designated Collocation space at a mutually agreed to time. An AT&T-22STATE security escort will be required whenever the Physical Collocator or its approved agent or AT&T-22STATE AIS requires access to the entrance manhole. AT&T-22STATE will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and the Physical Collocator shall pay for such half-hour charges in the event Collocator's employees, approved agent, AT&T-22STATE AIS or Guest(s) fails to show up for the scheduled escort appointment.. Prospective Collocator will not be allowed to take photographs, make copies of AT&T-22STATE site-specific drawings or make any notations.
- 3.22.2 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T-22STATE, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear.
- 3.22.3 AT&T-22STATE will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to the Physical Collocator at the Eligible Structure. However, through agreement between AT&T-22STATE and the Physical Collocator, a Physical Collocator may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by Physical Collocator's personnel and/or AT&T-22STATE AIS.
- 3.22.4 Upkeep of Physical Collocation Arrangement:
- 3.22.4.1 The Physical Collocator shall be responsible for the general upkeep and cleaning of the Physical Collocation Arrangement. The Physical Collocator shall be responsible for removing any of Physical Collocator's debris from the Physical Collocation Arrangement and the surrounding area on each visit.

### 3.23 Security Cards for Physical Collocation:

- 3.23.1 The Physical Collocator's employees and AT&T-22STATE AIS shall be permitted access to its collocated equipment seven (7) days a week, twenty-four (24) hours a day without a security escort. The Physical Collocator shall provide AT&T-22STATE with notice at the time of dispatch of its own employee or AT&T-22STATE AIS to an Eligible Structure in accordance with applicable AT&T CLEC Online Handbook requirements.
- 3.23.2 The Physical Collocator will be required to submit a complete and accurate request form for Security Cards, access, keys and/or ID cards (also known as "Access Devices"), for the Physical Collocator's employee and AT&T-22STATE AIS utilizing the appropriate request forms located on AT&T's CLEC Online website. The Physical Collocator must submit to AT&T-22STATE the completed form for all employees and AIS requiring access to AT&T-22STATE's Premises at least thirty (30) calendar days prior to the date the Physical Collocator desires to gain access to the Collocation space.
- 3.23.2.1 In an emergency or other extenuating circumstances (but not in the normal course of business), the Physical Collocator may request that AT&T-22STATE expedite the issuance of the access keys/cards and/or ID cards, and AT&T-22STATE will issue them as soon as reasonably
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practical. There may be an additional charge for such expedited requests as reflected in the Pricing Schedule.

- 3.23.3 Any access key/cards and/or ID cards provided by **AT&T-22STATE** to the Physical Collocator for its employees and **AT&T-22STATE** AIS may not be duplicated under any circumstances.
  - 3.23.4 The Physical Collocator agrees to be responsible for all Access Devices issued to the Physical Collocator for its employees and **AT&T-22STATE** AIS contracted by the Collocator to perform work on the Collocator's behalf. The Physical Collocator is responsible for the return of all Access Devices in the possession of the Physical Collocator's employees and **AT&T-22STATE** AIS after termination of the employment relationship. The contractual obligation with the Physical Collocator ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation space in a specific **AT&T-22STATE** Premises.
  - 3.23.5 Lost or Stolen Access Devices:
    - 3.23.5.1 The Physical Collocator shall immediately notify **AT&T-22STATE** in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for **AT&T-22STATE** to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of the Physical Collocator's employees, and **AT&T-22STATE** AIS to return an Access Device(s), the Physical Collocator shall pay for the costs of re-keying the building or deactivating the Access Device(s).
  - 3.23.6 Rates and charges for access keys/cards are found in the Pricing Schedule.
  - 3.23.7 Threat to Personnel, Network or Facilities:
  - 3.23.8 Regarding safety, Collocator's equipment or operating practices representing a significant demonstrable technical or physical threat to **AT&T-22STATE**'s personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.
  - 3.24 Interference or Impairment:
    - 3.24.1 Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Attachment.
  - 3.25 Personal Property and Its Removal:
    - 3.25.1 In accordance with and subject to the conditions of this Attachment, the Physical Collocator may place or install in or on the Dedicated Space such personal property or fixtures ("Property") as are needed for the purpose of Physical Collocation. Property placed by the Physical Collocator in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet **AT&T-22STATE** standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personal and may be removed by the Physical Collocator at any time. Any damage caused to the Collocation Arrangement by the Physical Collocator's employees, **AT&T-22STATE** AIS, agents or Guests during the installation or removal of such property shall be promptly repaired by the Physical Collocator at its sole expense.
  - 3.26 Alterations:
    - 3.26.1 Under no condition shall the Physical Collocator or any person acting on behalf of the Physical Collocator make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the **AT&T-22STATE** Premises, hereinafter referred to individually or collectively as "Alterations", without the expressed written consent of **AT&T-22STATE**, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Collocator. An Alteration shall require the submission of the appropriate Subsequent Application and/or Augment and will result in the assessment of the applicable application fee associated with the type of alteration requested.
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**3.27 Maintenance:**

- 3.27.1 **AT&T-22STATE** shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by the Physical Collocator to access the Dedicated Space.
- 3.27.2 **AT&T-22STATE** shall maintain the Eligible Structure for customary building services, utilities (excluding telephone facilities), including janitorial and elevator services in the common areas.
- 3.27.3 In Controlled Environmental Vault (CEV), huts and cabinets where Physical Collocation space is not available, a Collocator may opt for Virtual Collocation wherein **AT&T-22STATE** maintains and repairs the virtually collocated equipment as described in 16.0 below following and consistent with the rates, terms and conditions as provided for throughout this entire Attachment. **AT&T-22STATE** may at its option, elect to offer this maintenance alternative in one or more of its COs, and in one or more of its CEVs, huts and cabinets where Physical Collocation space is available.

**3.28 Equipment Staging and Storage:**

- 3.28.1 No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (e.g., filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g., cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind (Refer to Interconnector's Guide for Physical Collocation via the AT&T CLEC Online website).

**3.29 AT&T-22STATE AIS Requirements:**

- 3.29.1 Collocator shall select a supplier which has been approved as an **AT&T-22STATE** AIS to perform all engineering and installation work. The Collocator's **AT&T-22STATE** AIS must follow and comply with all of **AT&T-22STATE**'s specifications and the following **AT&T-22STATE** Technical Requirements and/or publications, as appropriate: TP-76300, TP-76900, TP-76200, and TP-76400. Unless the **AT&T-22STATE** AIS has met the requirements for all of the required work activities, Collocator must use the applicable **AT&T-22STATE** AIS for the work activities associated with transmission equipment, switching equipment and power equipment. The list of **AT&T-22STATE** AIS is available on AT&T CLEC Online website. The Collocator's **AT&T-22STATE** AIS shall be responsible for installing Collocator's equipment and associated components, performing operational tests after installation is complete and notifying **AT&T-22STATE**'s equipment engineers and Collocator upon successful completion of the installation and any associated work. When an **AT&T-22STATE** AIS is used by Collocator, the **AT&T-22STATE** AIS shall bill Collocator directly for all work performed for Collocator. **AT&T-22STATE** shall have no liability for or responsibility to pay, such charges imposed by Collocator's **AT&T-22STATE** AIS. **AT&T-22STATE** shall make available its supplier approval program to Collocator or any supplier proposed by Collocator and will not unreasonably withhold approval. All work performed by or for Collocator shall conform to generally accepted industry standards.

**3.30 Construction Notification:**

- 3.30.1 **AT&T-22STATE** will notify the Physical Collocator prior to the scheduled start dates of all major construction activities (including power additions or modifications) in the general area of the Collocator's Dedicated Space with potential to disrupt the Collocator's services. **AT&T-22STATE** will provide such notification to the Collocator at least twenty (20) Business Days before the scheduled start date of such major construction activity. **AT&T-22STATE** will inform the Collocator as soon as practicable by telephone of all emergency-related activities that **AT&T-22STATE** or its subcontractors are performing in the general area of the Collocator's Dedicated Space, or in the general area of the AC and DC power plants which support the Collocator's equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that the Collocator may take reasonable actions necessary to protect the Collocator's Dedicated Space.

**3.31 Eligible Structure List:**

- 3.31.1 **AT&T-22STATE** shall maintain publicly available documents on AT&T CLEC Online website, indicating its Eligible Structures, if any, that have no space available for Physical Collocation. **AT&T-22STATE** will
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update this document within ten (10) calendar days of the date at which an Eligible Structure runs out of such Collocation space.

- 3.31.2 **AT&T-22STATE** will remove obsolete unused equipment from its Eligible Structures that have no space available for Collocation upon reasonable request by a Collocator or upon order of the Commission. **AT&T-22STATE** shall reserve space for switching, MDF and Digital Cross Connect System (DCS) to accommodate access line growth.
- 3.32 Legitimately Exhausted:
- 3.32.1 Before **AT&T-22STATE** may make a determination that space in an Eligible Structure is Legitimately Exhausted, **AT&T-22STATE** must have removed all unused obsolete equipment from the Eligible Structure, if requested by CLEC or required by the Commission, and made such space available for Collocation. Removal of unused obsolete equipment shall not cause a delay in **AT&T-22STATE**'s response to a Collocator's application or in provisioning Collocation arrangements. **AT&T-22STATE** may reserve space for transport equipment for the current year plus two (2) years. Additionally, **AT&T-22STATE** may not reserve space for equipment for itself, or advanced or interLATA services Affiliates or other Affiliates of **AT&T-22STATE** or for future use by **AT&T-22STATE** or its Affiliates under conditions that are more favorable than those that apply to other Telecommunications Carriers seeking to reserve Collocation space for their own use. **AT&T-22STATE** may reserve space for switching, power, MDF, and DCS up to anticipated customer growth except as may be restricted in the AT&T CLEC Online Handbook. Additional information is available in the AT&T CLEC Online Handbook.
- 3.33 **AT&T-22STATE**'s Right of Access:
- 3.33.1 **AT&T-22STATE**, its employees, and other **AT&T-22STATE** authorized persons shall have the right to enter Dedicated Space at any reasonable time on three (3) calendar days advance notice (unless otherwise negotiated by the Parties) of the time and purpose of the entry to examine its condition, make repairs required to be made by **AT&T-22STATE** hereunder, and for any other purpose deemed reasonable by **AT&T-22STATE**.
- 3.33.2 **AT&T-22STATE** may access the Dedicated Space for purpose of averting any threat of harm imposed by the Physical Collocator or its equipment or facilities upon the operation of **AT&T-22STATE** equipment, facilities and/or personnel located outside of the Dedicated Space without such advance notice; in such case, **AT&T-22STATE** will notify the Collocator by telephone of that entry and will leave written notice of entry in the Dedicated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.
- 3.34 Physical Collocator's Equipment, Facilities & Responsibilities:
- 3.34.1 In their Physical Collocation arrangement, the Physical Collocator is solely responsible for the design, engineering, testing, performance and maintenance of the Telecommunications Equipment and facilities used in the Dedicated Space. The Physical Collocator will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space:
- 3.34.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;
  - 3.34.1.2 Its equipment;
  - 3.34.1.3 Interconnection facilities between the Physical Collocator's equipment area and **AT&T-22STATE**'s designated demarcation;
  - 3.34.1.4 DC power delivery cabling between the Physical Collocator's equipment area and **AT&T-22STATE**'s designated power source;
  - 3.34.1.5 Required point of termination cross connects in the Dedicated Space;
  - 3.34.1.6 If CLEC chooses to use a POT frame, POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space;
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- 3.34.1.7 The connection cable and associated equipment which may be required within the Dedicated Space(s).
- 3.34.2 **AT&T-22STATE** neither accepts nor assumes any responsibility whatsoever in any of the areas in this Section 3.35 headed Physical Collocator's Equipment, Facilities & Responsibilities.
- 3.35 Virtual Collocator Equipment, Facilities & Responsibilities:
  - 3.35.1 The Virtual Collocator's **AT&T-22STATE** AIS will install no later than two (2) Business Days prior to the scheduled turn-up of the Virtual Collocator's equipment, at its expense, all facilities and equipment required to facilitate Interconnection under section 251(c)(2) or access to **AT&T-22STATE**'s 251(c)(3) UNEs. The Virtual Collocator's virtually collocated equipment will be maintained by **AT&T-22STATE**. The Collocator will, at its expense, provide the following:
    - 3.35.1.1 Its fiber optic cable(s) or other permitted transmission media as specified in Section 16.0;
    - 3.35.1.2 Its equipment;
    - 3.35.1.3 Interconnection facilities between the Collocator's equipment area and **AT&T-22STATE**'s designated demarcation;
    - 3.35.1.4 DC power delivery cabling between the Collocator's equipment and **AT&T-22STATE**'s designated power source;
    - 3.35.1.5 All plug-ins and/or circuit packs (working, spare, and replacements);
    - 3.35.1.6 All unique tools and test equipment;
    - 3.35.1.7 Any ancillary equipment and cabling used for remote monitoring and control;
    - 3.35.1.8 Any technical publications and updates associated with all Collocator-owned and provided equipment;
    - 3.35.1.9 All training as described in Section 4.11.3 below.
    - 3.35.1.10 The Virtual Collocator will provide, at its expense, replacements for any recalled, obsolete, defective or damaged facilities, equipment, plug-ins, circuit packs, unique tools, test equipment, or any other item or material provided by the Virtual Collocator for placement in/on **AT&T-22STATE** property. Suitable replacements are to be immediately provided to **AT&T-22STATE** to restore equipment.
    - 3.35.1.11 The Virtual Collocator will provide at least the minimum number of usable equipment spares specified by the manufacturer. Replacements must be delivered to **AT&T-22STATE** CO using the equipment spare within five (5) calendar days of notification that a spare was used or tested defective.
    - 3.35.1.12 For the disconnection of circuits, the Virtual Collocator will provide all circuit information no later than two (2) Business Days prior to the scheduled disconnection of the Virtual Collocator's circuit.

#### 4.0 **Limitation of Liability**

- 4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the GT&Cs of this Agreement.
    - 4.1.1 Both **AT&T-22STATE** and the Collocator shall be indemnified and held harmless by the other against claims and damages by any Third Party arising from provision of the other ones' services or equipment, except those claims and damages directly associated with the provision of services to each other which are governed by the provisioning Party's applicable agreements.
  - 4.2 Third Parties: The Parties acknowledge the following: that **AT&T-22STATE** is required by law to provide space in and access to its Eligible Structures to certain other persons or entities ("Others"), which may include competitors of the Collocator; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocated Space and with access to the outside of the Collocated Space within the Collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging the Collocator's equipment and facilities.
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- 4.3 In addition to any other applicable limitation, neither **AT&T-22STATE** nor the Collocator shall have any liability with respect to any act or omission by any other, regardless of the degree of culpability of any other, except in instances involving gross negligence or willful actions by either **AT&T-22STATE** or the Collocator or its agents or employees.
- 4.4 The CLEC will be responsible for any and all damages resulting from any harm to **AT&T-22STATE**'s or other CLEC's premises, or any outage in **AT&T-22STATE**'s or other CLEC's network, which is a result of the installation, operation, or maintenance of the CLEC's equipment, including but not limited to from any defect in CLEC's equipment or its installation, operation, or maintenance, or resulting from the actions or inaction, willful, or negligent, of the CLEC's employees, suppliers, or contractors.
- 4.5 Force Majeure Events shall be governed by the GT&Cs of this Agreement.
- 4.6 Insurance:
- 4.6.1 Except as otherwise provided herein, Insurance will be governed by the GT&Cs of this Agreement with the liability limits therein specific to Collocation.
- 4.6.2 A certificate of insurance stating the types of insurance and policy limits provided the Collocator must be received prior to commencement of any work. If a certificate is not received, **AT&T-22STATE** will notify the Collocator, and the Collocator will have five (5) Business Days to cure the deficiency. If the Collocator does not cure the deficiency within five (5) Business Days, Collocator hereby authorizes **AT&T-22STATE**, and **AT&T-22STATE** may, but is not required to, obtain insurance on behalf of the Collocator as specified herein. **AT&T-22STATE** will invoice Collocator for the costs incurred to so acquire insurance.
- 4.6.3 The Collocator shall also require all **AT&T-22STATE** AIS who may enter the Eligible Structure for the performance of work on their behalf to maintain the same insurance requirements.
- 4.7 Self-Insured:
- 4.7.1 Self-insurance in lieu of the insurance requirements listed preceding Section 4.6 above shall be permitted if the Collocator 1) has a tangible net worth of fifty (50) million dollars or greater, and 2) files a financial statement annually with the Securities and Exchange Commission and/or having a financial strength rating of 4A or 5A assigned by Dun & Bradstreet. The ability to self-insure shall continue so long as the Collocator meets all of the requirements of this Section. If the Collocator subsequently no longer satisfies this Section, the coverage requirements in the GT&Cs Insurance Section will immediately apply.
- 4.8 Indemnification of **AT&T-22STATE**:
- 4.8.1 Except as otherwise provided herein, Indemnification is governed by the GT&Cs of this Agreement.
- 4.9 Casualty Loss:
- 4.9.1 Damage to Collocation Space:
- 4.9.1.1 If the Collocation Space is damaged by fire or other casualty that is not the result of the Collocator's or Collocator's **AT&T-22STATE** AIS actions or those of a Third Party as hereinafter described, and (1) the Collocation Space is not rendered untenable in whole or in part, **AT&T-22STATE** shall repair the same at its expense and the monthly charge shall not be abated, or (2) the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) Business Days, **AT&T-22STATE** has the option to repair the Collocation Space at its expense and the monthly charges shall be proportionately abated while the Collocator was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) Business Days, or **AT&T-22STATE** opts not to rebuild, then **AT&T-22STATE** shall notify the Collocator within thirty (30) Business Days following such occurrence that the Collocator's use of the Collocation Space will terminate as of the date of such damage. Upon the Collocator's election, subject to space availability and technical feasibility, **AT&T-22STATE** must provide to the Collocator, a comparable substitute Collocation arrangement at another mutually agreeable location at the applicable non-recurring charges for that arrangement and location.
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- 4.9.1.2 Any obligation on the part of AT&T-22STATE to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for the Collocator by AT&T-22STATE.

4.10 Damage to Eligible Structure:

- 4.10.1 Notwithstanding that the Collocator's Collocation Space may be unaffected thereby, in the event that the Eligible Structure in which the Collocation Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction of the Eligible Structure shall, in AT&T-22STATE's opinion be advisable, AT&T-22STATE, at its option, may terminate services provided via this Attachment. AT&T-22STATE shall provide the Collocator ten (10) Business Days prior written notice of termination within thirty (30) Business Days following the date of such occurrence, if possible.

4.11 Security:

- 4.11.1 AT&T-22STATE may impose the following reasonable security measures on Collocator to assist in protecting its network and equipment from harm. AT&T-22STATE may use security measures expressly allowed by the FCC. In addition, AT&T-22STATE may impose security arrangements as stringent as the security arrangements AT&T-22STATE maintains at its own Eligible Structures either for its own employees or for authorized contractors. To the extent security arrangements are more stringent for one group than the other, AT&T-22STATE may impose the more stringent requirements. AT&T-22STATE will not impose discriminatory security requirements that result in increased Collocation costs without the concomitant benefit of providing necessary protection of AT&T-22STATE's equipment. Neither Party will use any information collected in the course of implementing or operating security arrangements for any marketing or other purpose in aid of competing with the other Party.
- 4.11.2 Collocator will conduct background checks of its employee and/or the AT&T-22STATE AIS who will have access to the Collocation space. Such background checks will include but are not to be limited to criminal background checks for offenses involving theft or damage to property, and a check of FBI listings of known or suspected terrorists.
- 4.11.3 Collocator shall provide its employees and/or the AT&T-22STATE AIS with picture identification, which must be worn and visible at all times while in Collocator's Collocation space or other areas in or around the AT&T-22STATE Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Collocator's name. AT&T-22STATE reserves the right to remove from an AT&T-22STATE Premises any employee of Collocator not possessing identification issued by Collocator or who has violated any of AT&T-22STATE's policies as outlined in the CLEC Security Training documents.
- 4.11.3.1 Collocator technicians will be security-qualified by the Collocator and will be required to be knowledgeable of AT&T-22STATE's security standards. Collocator personnel and technicians will undergo the same level of security training or its equivalent that AT&T-22STATE's own employees and authorized contractors must undergo. AT&T-22STATE will not, however, require Collocator to receive security training from AT&T-22STATE, but will provide information to Collocator on the specific type of training required. Collocator can then provide its employees with its own security training.
- 4.11.3.2 Collocator and AT&T-22STATE will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other property of AT&T-22STATE for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the Collocator or AT&T-22STATE in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the Collocator or AT&T-22STATE in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other AT&T-22STATE property:
- 4.11.3.2.1 Theft or destruction of AT&T-22STATE's or Collocator's property;
- 4.11.3.2.2 Use/sale or attempted use/sale of alcohol or illegal drugs on AT&T-22STATE property;
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- 4.11.3.2.3 Threats or violent acts against other persons on AT&T-22STATE property;
- 4.11.3.2.4 Knowing violations of any local, state or federal law or the requirements of this Agreement on AT&T-22STATE property;
- 4.11.3.2.5 Permitting unauthorized persons access to AT&T-22STATE or Collocator's equipment on AT&T-22STATE property; and
- 4.11.3.2.6 Carrying a weapon on AT&T-22STATE property
- 4.11.3.3 In addition, AT&T-22STATE reserves the right to interview Collocator's employees, agents, suppliers, or Guests in the event of wrongdoing in or around an AT&T-22STATE Premises or involving AT&T-22STATE's or another Collocated Telecommunications Carrier's property or personnel, provided that AT&T-22STATE shall provide reasonable notice to Collocator's Security representative of such interview. Collocator and its employees, agents, suppliers, or Guests shall reasonably cooperate with AT&T-22STATE's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Collocator's employees, agents, suppliers, or Guests. Additionally, AT&T-22STATE reserves the right to bill Collocator for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that Collocator's employees, agents, suppliers, or Guests are responsible for the alleged act(s). Collocator and AT&T-22STATE will take appropriate disciplinary steps as determined by each Party to address any violations reported by AT&T-22STATE or the Collocator.
- 4.11.3.4 AT&T-22STATE may use reasonable security measures to protect its equipment. In the event AT&T-22STATE elects to erect an interior security partition in a given Eligible Structure to separate its equipment, AT&T-22STATE may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall a Collocator be required to pay for both an interior security partition to separate AT&T-22STATE's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure. If AT&T-22STATE elects to erect an interior security partition and recover the cost, it must demonstrate to the Physical Collocator that other reasonable security methods cost more than an interior security partition around AT&T-22STATE's equipment at the time the price quote is given.
  - 4.11.3.4.1 AT&T-22STATE's construction of an interior security partition around its own equipment shall not interfere with a CLEC's access to its equipment, including equipment Collocated directly adjacent to AT&T-22STATE's equipment. AT&T-22STATE's construction of an interior security partition around its own equipment shall not impede a Telecommunications Carrier's ability to Collocate within AT&T-22STATE's space. To the extent that AT&T-22STATE is required to install additional security measures within its interior security partition because a CLEC has access to its own equipment within the area, such security measures shall be constructed and maintained at AT&T-22STATE's expense.
  - 4.11.3.4.2 AT&T-22STATE's enclosure of its own equipment will not unreasonably increase a CLEC's cost nor shall it result in duplicative security costs. The cost of an interior security partition around AT&T-22STATE's equipment cannot include any embedded costs of any other security measures for the Eligible Structure.

## 5.0 Collocation Space

### 5.1 Use of Collocation Space:

#### 5.1.1 Nature of Use – Equipment Permitted to be Collocated

- 5.1.1.1 Equipment is considered necessary for Interconnection if an inability to deploy that equipment would, as a practical, economic, or operations matter, preclude the Collocator from obtaining
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Interconnection with **AT&T-22STATE** at a level equal in quality to that which **AT&T-22STATE** obtains within its own network or **AT&T-22STATE** provides to an Affiliate, subsidiary, or other Party.

- 5.1.1.2 Equipment is considered necessary for access to a 251(c)(3) UNE if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the Collocator from obtaining non-discriminatory access to that 251(c)(3) UNE.
- 5.1.1.3 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated Telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc.
- 5.1.1.4 **AT&T-22STATE** will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. In order to make this determination, **AT&T-22STATE** may need to request additional information from Collocator. Collocator agrees to use its best efforts to provide such information to **AT&T-22STATE** in a timely manner.
- 5.1.2 Multi-functional equipment shall be deemed necessary for Interconnection or access to a 251(c)(3) UNE if, and only if, the primary purpose and function of the equipment (as the Collocator seeks to deploy it) meets either or both of the standards set forth above in this Section. For a piece of multi-functional equipment to be utilized primarily to obtain equal in quality Interconnection or non-discriminatory access to one or more 251(c)(3) UNEs, there also must be a logical connection or link between the additional functions the equipment would perform and the Telecommunication Services the Collocator seeks to provide to its End Users by means of the interconnection or 251(c)(3) UNE. The additional functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in this Section must not cause the equipment to significantly increase the burden of **AT&T-22STATE**'s property.
- 5.2 Demarcation Point - **AT&T-22STATE**
  - 5.2.1 **AT&T-22STATE** will designate the point(s) of demarcation between Collocator's equipment and/or network facilities and **AT&T-22STATE**'s network facilities. For DS0, DS1, DS3 and fiber terminations, **AT&T-22STATE** shall designate, provide and install demarcation point hardware on a per arrangement basis. Collocator shall utilize an **AT&T-22STATE** AIS Tier 1 to installing their interconnection cabling to the **AT&T-22STATE** designated demarcation point.
  - 5.2.2 The Physical Collocator or its **AT&T-22STATE** AIS, must install, maintain and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.
  - 5.2.3 The Virtual Collocator via its **AT&T-22STATE** AIS must install and operate the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests. **AT&T-22STATE** will maintain the Virtual Collocation arrangement.
- 5.3 Types of Available Physical Collocation Arrangements:
  - 5.3.1 **AT&T-22STATE** will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment and the AT&T CLEC On-line Collocation Handbook so that Collocator will have a variety of Collocation options from which to choose.
  - 5.3.2 Caged Physical Collocation:
    - 5.3.2.1 Caged Collocation option provides the Physical Collocator with an individual enclosure (not including a top). This enclosure is an area designated by **AT&T-22STATE** within an Eligible Structure to be used by the Physical Collocator for the sole purpose of installing, maintaining and operating the Physical Collocator-provided equipment for the purpose of Interconnection under section 251(c)(2) and access to 251(c)(3) UNEs. Accordingly, **AT&T-22STATE** will not provide

the Physical Collocator with direct access to **AT&T-22STATE**'s MDF, with the exception of the **AT&T-22STATE**'s AIS Tier 1.

5.3.2.2 **AT&T-22STATE** will provide floor space, floor space site conditioning, cage common systems materials, cage preparation, and safety and security charges in increments of one (1) square foot. For this reason, the Physical Collocator will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment (minimum of fifty (50) square feet of caged space) and will ensure that the first Physical Collocator in an **AT&T-22STATE** Premises will not be responsible for the entire cost of site preparation and security.

5.3.2.3 At the Physical Collocator's option, the Collocator may elect to install its own enclosure, but must comply with all methods, procedures and guidelines followed by **AT&T-22STATE** in constructing such an arrangement. The Physical Collocator may provide a cage enclosure (which shall not include a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth following will apply.

5.3.3 Shared Caged Collocation:

5.3.3.1 **AT&T-22STATE** will provide Shared Caged Collocation as set forth in the AT&T CLEC Online Handbook. Two (2) or more Physical Collocators may initially apply at the same time to share a Caged Collocation space as set forth in 2.0 above. Charges to each Physical Collocator will be based upon the percentage of total space utilized by each Physical Collocator.

5.3.4 Guest-Host Collocation (Also known as Sub-Lease Collocation):

5.3.4.1 The Physical Collocator may allow other Telecommunications Carriers to share the Physical Collocator's caged Collocation space, pursuant to the terms and conditions agreed to by the Physical Collocator (Host) and the other Telecommunication Carriers (Guests) which must be consistent with the provisions contained in this Section and this Agreement, except where the **AT&T-22STATE** Premises is located within a leased space and **AT&T-22STATE** is prohibited by said lease from offering such an option to the Physical Collocator. **AT&T-22STATE** shall be notified in writing by the Physical Collocator upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by the Physical Collocator that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation space as set forth in this Attachment between **AT&T-22STATE** and the Physical Collocator. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between **AT&T-22STATE** and the Physical Collocator.

5.3.4.2 The Physical Collocator, as the Host, shall be the sole interface and the responsible Party to **AT&T-22STATE** for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), the Guest(s) employees and agents. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, the Physical Collocator shall be the responsible Party to **AT&T-22STATE** for the purpose of submitting applications for initial and additional equipment placement for the Guest(s).

5.3.4.3 Notwithstanding the foregoing, the Guest(s) may submit service orders to **AT&T-22STATE** to request the provisioning of interconnecting facilities between **AT&T-22STATE** and the Guest(s), the provisioning of services, and/or access to Section 251(c)(3) UNEs. The bill for these interconnecting facilities, services and Section 251(c)(3) UNEs will be charged to the Guest(s) pursuant to the applicable the Guest's Interconnection Agreement with **AT&T-22STATE**.

5.3.5 Cageless Collocation:

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- 5.3.5.1 **AT&T-22STATE** will provide cageless Collocation in any Collocation space that is supported by the existing Telecommunications infrastructure. **AT&T-22STATE** will provide space in single bay increments, including available space adjacent to or next to **AT&T-22STATE**'s equipment as needed.
- 5.3.5.2 **AT&T-22STATE** shall allow the Physical Collocator to collocate the Physical Collocator's equipment and facilities without requiring the construction of a cage or similar structure.
- 5.3.5.3 Except where the Physical Collocator's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), **AT&T-22STATE** shall assign cageless Collocation arrangement in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the Physical Collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in TP-76200, and shall be responsible for compliance with all special technical requirements associated with such equipment.

#### 5.4 Adjacent On-Site Collocation:

- 5.4.1 Where Physical Collocation space within the **AT&T-22STATE** CO is Legitimately Exhausted **AT&T-22STATE** will permit the Physical Collocator to Physically Collocate on **AT&T-22STATE**'s property in the Physical Collocator's adjacent structures similar to structures that **AT&T-22STATE** uses to house Telecommunication Equipment, to the extent Technically Feasible.
  - 5.4.2 **AT&T-22STATE** and CLEC will mutually agree on the location of the designated space on **AT&T-22STATE** premises where the Adjacent Structure will be placed. **AT&T-22STATE** will not unreasonably withhold agreement as to the site desired by the Physical Collocator. Safety and maintenance requirements, zoning, future building expansion and other state and local regulations are all examples of reasonable grounds to withhold agreement as to the site desired by the Physical Collocator.
  - 5.4.3 **AT&T-22STATE** will offer the following increments of power to the Adjacent Structure:
    - 5.4.3.1 a standard offering of one-hundred (100) amps of AC power to the Adjacent Structure when CO Switchboard AC capacity exists or
    - 5.4.3.2 DC power within two (2) cable options that allow increments of 2-100 (100A feed and 100B feed) Amp Power Feeds, 2-200 (200A feed and 200B feed) Amp Power Feeds, 2-300 (300A feed and 300B feed) Amp Power Feeds, and 2-400 (400A feed and 400B feed) Amp Power Feeds to the Adjacent Structure from the CO Power source.
  - 5.4.4 At its option, the Physical Collocator may choose to provide its own AC and DC power to the Adjacent Structure.
  - 5.4.5 **AT&T-22STATE** will provide Physical Collocation services to such Adjacent Structures, subject to the same requirements as other Collocation arrangements in this Attachment.
  - 5.4.6 **AT&T-22STATE** shall permit the Physical Collocator to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables and Telecommunications Equipment, in adjacent facilities constructed by the Physical Collocator's **AT&T-22STATE** AIS. Accordingly, **AT&T-22STATE** will not provide the Physical Collocator's personnel or agents with direct access to **AT&T-22STATE**'s MDF, with the exception of the **AT&T-22STATE**'s AIS Tier 1.
  - 5.4.7 The Physical Collocator shall be responsible for securing all required licenses and permits, the required site preparations and shall further retain responsibility for securing and/or constructing the Adjacent Structure and any building and site maintenance associated with the placement of such Adjacent Structure.
  - 5.4.8 Regeneration is required for Collocation in an Adjacent Structure if the cabling distance between the Physical Collocator's POT bay or termination point located in an Adjacent Structure and **AT&T-22STATE**'s cross-connect bay exceeds American National Standards Institute, Inc. (ANSI) limitations. Regeneration is not required in any other circumstances except where the Physical Collocator specifically requests regeneration. Required regeneration and Physical Collocator requested regeneration will be provided at the Physical Collocator's expense.
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- 5.4.9 In the event that interior space in an Eligible Structure becomes available, **AT&T-22STATE** will provide the option to the Physical Collocator to relocate its equipment from an Adjacent on-site facility into the interior space. In the event the Physical Collocator chooses to relocate its equipment into the interior space, appropriate charges applicable for Collocation within the Eligible Structure will apply.
- 5.4.10 If a Physical Collocator elects to provide an Adjacent On-Site Space Collocation as described above, when all available space for Physical Collocation is Legitimately Exhausted inside an **AT&T-22STATE** Eligible Structure, **AT&T-22STATE** will charge Planning Fees to recover the costs incurred to estimate the quotation of charges for the Collocator's Adjacent On-site Collocation arrangement request. Rates and charges are found in the Pricing Schedule. In addition, should the Collocator elect to have **AT&T-22STATE** provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a Collocator Interconnect Power Panel (CIPP) will be required.
- 5.4.11 Adjacent On-site Planning Fee
- 5.4.11.1 An initial Planning Fee will apply when a Collocator is requesting any Interconnection Terminations between the Collocator's Adjacent On-site structure and **AT&T-22STATE** on an initial or subsequent Adjacent On-site collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to the Collocator's Adjacent On-site structure.

## 5.5 Virtual Collocation:

- 5.5.1 Virtual Collocation for the purpose of Interconnection under section 251(c)(2) to **AT&T-22STATE** or access to **AT&T-22STATE** provided 251(c)(3) UNEs is ordered as set forth in **AT&T-22STATE**'s Interconnector's Collocation Services Handbook for Virtual Collocation. **AT&T-22STATE** will designate the location or locations within its wire centers, CEVs, huts and cabinets for the placement of all equipment and facilities associated with Virtual Collocation. Virtual Collocation does not involve the reservation of segregated CO or CEV, hut and Cabinet space for the use of Virtual Collocator. **AT&T-22STATE** will provide Virtual Collocation for the Virtual Collocator's comparable equipment as it provides to itself in the CO, wire center, CEV, hut or Cabinet, as the case may be, subject to the requirements of this Agreement.

## 6.0 Reports

### 6.1 Space Availability Report:

- 6.1.1 CLEC may request a space availability report prior to its application for Collocation space within **AT&T-22STATE**'s Eligible Structures. This report will specify the amount of Collocation space available at each requested Eligible Structure, the number of Collocators, and any modifications in the use of the space since the last report. The report will also include measures that **AT&T-22STATE** is taking to make additional space available for Collocation. CLEC may access the appropriate form for the space availability report on the AT&T CLEC Online website. A space availability report does not reserve space at the **AT&T-22STATE** Premises for which the space availability report was requested by CLEC.
- 6.1.2 Fees for such reports are shown in the Pricing Schedule.

## 7.0 Application Process

- 7.1 **AT&T-22STATE** will provide Collocation arrangements in Eligible Structures on a "first-come, first-served" basis. To apply for a Dedicated Space in a particular Eligible Structure CLEC and **AT&T-22STATE** will follow the Collocation Application ("Application") process in the **AT&T-22STATE**'s Interconnector's Collocation Services Handbook at the AT&T CLEC Online website. The Collocator will provide a completed Application through the Collocation Application Web Portal via **AT&T-22STATE**'s CLEC Online website and will pay **AT&T-22STATE** an initial Planning/Application Fee as found in the Pricing Schedule.
- 7.1.1 Application for Multiple Methods of Collocation:
- 7.1.1.1 A Collocator wishing **AT&T-22STATE** to consider multiple methods for Collocation in an Eligible Structure on a single Application will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, cageless, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative

to adjacent bays, etc.) for AT&T-22STATE to process the Application for each of the preferred methods. If a Collocator provides adequate information and its preferences with its Application, AT&T-22STATE would not require an additional Application, nor would the Collocator be required to restart the quotation interval should its first choice not be available in an Eligible Structure.

## 7.2 Complete and Accurate Application Review Process:

- 7.2.1 Upon receipt of the Collocator's complete and accurate Application and initial Planning/Application Fee payment, AT&T-22STATE will begin development of the quotation.
- 7.2.2 In responding to an Application request, if space and interconnection facilities are available and all other Collocation requirements are met, AT&T-22STATE shall advise the Collocator that its request for space is granted, confirm the applicable NRC and MRC rates and the estimated provisioning interval. AT&T-22STATE will not select for Collocator the type of Collocation to be ordered.
- 7.2.3 All applicable NRCs are required to be paid to AT&T-22STATE prior to the Collocation space being turned over to the Collocator. AT&T-13STATE processes the payment of the aforementioned NRCs in two installments: 50% of the applicable NRCs are due upon the Collocator's deliverance of the signed BFFO to AT&T-13STATE with the remaining 50% payment due two weeks prior to the Collocation space turnover. AT&T SOUTHEAST REGION 9-STATE will issue a bill for all applicable NRCs to the Collocator's after the Collocator's deliverance of the signed BFFO.

## 7.3 Space Unavailability Determination and Resolution:

- 7.3.1 In responding to an Application request if space is not available, AT&T-22STATE will notify the Collocator that its application for Collocation Space is denied due to the lack of space and no Application fee shall apply. If AT&T-22STATE knows when additional Collocation space may become available at the AT&T-22STATE CO requested by Collocator such information will be provided to Collocator in AT&T-22STATE's written denial of Collocation Space. AT&T-22STATE in its denial will provide the Collocator with any other known methods of Collocation that may be available within the Eligible Structure that the Collocator's Application addressed. If the Collocator determines the alternative method of collocation meets their needs, the Collocator will be required to submit a new collocation application and pay the initial Planning Fee.
- 7.3.2 The notification will include a possible future space relief date, if applicable. At that time, any non-recurring charges collected with the Application, including the Planning Fee, will be returned to the Collocator. When AT&T-22STATE's response includes an amount of space less than that requested by Collocator or space that is configured differently, no Application fee will apply. If Collocator decides to accept the available space, Collocator must resubmit its Application to reflect the actual space available including the reconfiguration of the space. When Collocator resubmits its Application to accept the available space, AT&T-22STATE will bill the applicable Application/ Planning fee.
- 7.3.3 In the event of a denial, AT&T-22STATE will file a notice that the Collocator's request was denied with the Commission. When contested in support of its denial, AT&T-22STATE will concurrently submit to both the Commission and the Collocator, provided under seal and subject to proprietary protections, the following when applicable:
  - 7.3.3.1 central office common language location identifier (CLLI),
  - 7.3.3.2 the identity of the requesting Collocator,
  - 7.3.3.3 amount of space requested by the Collocator
  - 7.3.3.4 the total amount of space at the AT&T-22STATE premises
  - 7.3.3.5 floor plan documentation (as provided for in the Space Availability Determination section of the Interconnector's Collocation Services Handbook)
  - 7.3.3.6 identification of switch turnaround plans and other equipment removal plans and timelines, if any,
  - 7.3.3.7 CO rearrangement/expansion plans, if any,

7.3.3.8 and description of other plans, if any, that may relieve space exhaustion.

7.3.4 In the event **AT&T-22STATE** denies a Collocator's request and the Collocator disputes the denial, the Collocator may request a tour of the Eligible Structure to verify space availability or the lack thereof. The request shall be submitted to **AT&T-22STATE**'s designated representative in writing. Time limits established by the FCC must be respected. The inspection tour shall be scheduled as mutually agreeable.

7.3.5 Prior to the inspection tour, a "Reciprocal Non-disclosure Agreement" shall be signed by the designated **AT&T-22STATE** representative and the representative the Collocator, who will participate in the tour.

7.3.6 **AT&T-22STATE** will provide all relevant documentation to the Collocator including blueprints and plans for future facility expansions or enhancements, subject to executing the Reciprocal Non-disclosure Agreement. **AT&T-22STATE**'s representative will accompany and supervise the Collocator agent on the inspection tour.

7.3.7 If the Collocator believes, based on the inspection tour of the Eligible Structure facilities, that the denial of Physical Collocation space is unsupportable, the Collocator agent shall promptly so advise **AT&T-22STATE**. The Collocator and **AT&T-22STATE** shall then each concurrently prepare a report detailing its own findings of the inspection tour. The Collocator and **AT&T-22STATE** reports shall be concurrently served on each other and submitted to the Commission no later than forty-five (45) calendar days following the filing of the request for space. The burden of proof shall be on **AT&T-22STATE** to justify the basis for any denial of collocation requests.

#### 7.4 Revisions:

7.4.1 If a modification or revision is made to any information in the Application after **AT&T-22STATE** has provided the Application response and prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of Collocator or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. **AT&T-22STATE** will charge Collocator the appropriate Application/Augment fee associated with the level of assessment performed by **AT&T-22STATE**.

7.4.2 Once **AT&T-22STATE** has provided the BFFO/quote and CLEC has accepted and authorized **AT&T-22STATE** to begin construction, any further modifications and/or revisions must be made via a subsequent Collocation Application and the appropriate fees will apply.

#### 7.5 Augments:

7.5.1 A request from a Collocator to add or modify space, equipment, and/or cable to an existing Collocation arrangement is considered an Augment. Such a request must be made via a complete and accurate Application.

7.5.2 Upon receipt of the Collocator's complete and accurate Application and Planning Fee payment, **AT&T-22STATE** will begin development of the Augment quotation. In responding to an Augment request, if power and/or Interconnection facilities are available and all other Collocation requirements are met, **AT&T-22STATE** shall advise the Collocator that its request is granted, confirm the applicable non-recurring and recurring rates and the estimated provisioning interval.

7.5.3 Several types of Augments are identified in the Collocation section of the AT&T CLEC Online website. Those Augments will have associated pricing within the Pricing Schedule. Examples are:

7.5.3.1 100 Copper cable pair connections

7.5.3.2 28 DS1 connections and/or

7.5.3.3 1 DS3 connections and/or

7.5.3.4 24 fiber connections

7.6 For all Augments other than provided above, **AT&T-22STATE** will work cooperatively with Collocator to negotiate a mutually agreeable delivery interval. All intervals and procedures associated with Augment Applications can be found in **AT&T-22STATE**'s Interconnector's Collocation Services Handbook at the AT&T CLEC Online website.

7.7 Intervals for Interconnection & Power Cabling:

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- 7.7.1 CLEC shall consult the AT&T CLEC On-Line Handbook for information regarding interval changes regarding Interconnection to and /or Power Cabling changes. CLEC must use an AT&T-22STATE AIS to establish Interconnection and/or Power cabling as outlined in the appropriate TP.

## **8.0 Augment Application**

- 8.1 In the event Collocator or the Physical Collocator's Guest(s) desires to modify its use of the Collocation space in a CO after a BFFO, Collocator shall complete a new Application that contains all of the detailed information associated with a requested alteration of the Collocation space. The subsequent Application will be processed by AT&T-22STATE when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested alteration. AT&T-22STATE shall determine what modifications, if any, to the AT&T-22STATE Premises are required to accommodate the change(s) requested by Collocator in the subsequent Application. Such modifications to the AT&T-22STATE Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

## **9.0 Cancellation Prior to Due Date**

- 9.1 In the event that the Collocator cancels its Collocation Application after AT&T-22STATE has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before AT&T-22STATE has been paid the entire amounts due under this Attachment, then in addition to other remedies that AT&T-22STATE might have, the Collocator shall be liable in the amount equal to the non-recoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Upon Collocator's request, AT&T-22STATE will provide the Collocator with a detailed invoice showing the costs it incurred associated with preparation.

## **10.0 Occupancy – Physical Collocation Only**

- 10.1 Unless there are unusual circumstances, AT&T-22STATE will notify the Physical Collocator that the Dedicated Space is ready for occupancy after AT&T-22STATE's completion of preparation of the Dedicated Space. All MRCs and NRCs will begin to accrue on the date that the Collocation space construction had been completed by AT&T-22STATE ("Space Ready Date"), regardless of any failure by the Physical Collocator to complete its work or occupy the space.
- 10.2 After the Physical Collocator's receipt of such notice, the Physical Collocator shall request within fifteen (15) calendar days an acceptance walk-through of the Collocation space with AT&T-22STATE. The acceptance walk-through will be scheduled on a mutually agreed upon date. Any material deviations from mutually agreed Application specifications may be noted by the Physical Collocator as exceptions, which to qualify as exceptions, must be agreed to as exceptions by AT&T-22STATE. The agreed upon exceptions shall be corrected by AT&T-22STATE by a mutually agreed upon date. The correction of these exceptions shall be at AT&T-22STATE's expense. AT&T-22STATE will then establish a new Space Ready Date.
- 10.3 Upon completion of corrections described in Section 10.2, AT&T-22STATE will again notify the Physical Collocator that the Dedicated Space is ready for occupancy and the Parties will, upon Collocator's request, conduct a follow-up acceptance walk-through as set forth in this Section. This follow-up acceptance walkthrough will be limited to only those corrections identified and agreed to by the Parties in the initial walkthrough, as described in Section 10.2 above. If a follow-up acceptance walk-through is not requested by the Physical Collocator within 15 calendar days, the Space Ready Date shall be deemed to be the Delivery Date. If a follow-up acceptance walk-through is requested, but no continuing material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date of the follow-up acceptance walk-through. If a follow-up acceptance walk-through is requested, and material exceptions are mutually agreed upon at the follow-up walk-through, the Delivery Date will be deemed to be the date upon which the Physical Collocator accepts all corrections to such exceptions, which acceptance shall not be unreasonably withheld.
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- 10.4 All charges to the Physical Collocator will begin to accrue on the Effective Billing Date, regardless of any failure by Collocator to complete its work or occupy the space. In the case of the termination of this Agreement prior to term, or the early termination of any Collocation services, **AT&T-22STATE** shall be entitled to full payment within thirty (30) calendar days of such expiration or termination for all services performed and expenses accrued or incurred that **AT&T-22STATE** is entitled to recover under the provisions of this Attachment for establishing such Collocation arrangement prior to such expiration or termination.
- 10.5 If the Physical Collocator cancels or abandons its Collocation space in any of **AT&T-22STATE** COs before **AT&T-22STATE** has recovered the full cost associated with providing that space to the Physical Collocator, the amount of any such remaining costs shall become immediately due and payable within thirty (30) calendar days after the Physical Collocator abandons that space.
- 10.6 The Physical Collocator shall notify **AT&T-22STATE** in writing that its Collocation equipment installation is complete. For purposes of this Section, the Collocator's Telecommunications Equipment is considered to be operational and interconnected when it is connected to either **AT&T-22STATE**'s network or interconnected to another Third Party Collocator's equipment that resides within the same structure, provided the Third Party Collocator's equipment is used for interconnection with **AT&T-22STATE**'s network or to obtain access to **AT&T-22STATE**'s 251(c)(3) UNEs. For the purpose of this Attachment, **AT&T-22STATE** may refuse to accept any orders for cross-connects until it has received such notice from Physical the Collocator.
- 10.7 Early Space Acceptance:
- 10.7.1 If Physical Collocator decides to occupy the Collocation space prior to the Space Ready Date, the date Physical Collocator executes the Agreement for "Customer Access and Acceptance to Unfinished Collocation Space" is the date that will be deemed the space acceptance date and billing will begin from that date.
- 10.7.2 The Physical Collocator will, whenever possible, place its Telecommunications Equipment in the Collocation space within thirty (30) calendar days of space turnover. Operational Telecommunications Equipment must be placed in the Dedicated Space and interconnected to **AT&T-22STATE**'s network pursuant to Section 251(c)(2) or used to obtain access to **AT&T-22STATE** 251(c)(3) UNEs within one hundred eighty (180) calendar days after receipt of Notice that **AT&T-22STATE** has completed its work as required by the complete and accurate Collocation Application.
- 10.8 Reclamation of Dedicated Space:
- 10.8.1 If the Physical Collocator fails to place operational Telecommunications Equipment in the Dedicated Space to Interconnect with **AT&T-22STATE** to obtain access to **AT&T-22STATE** 251(c)(3) UNEs meeting all the requirements of Section 5.1 above and 10.7 above and the space is needed to meet customer demand (filed application for space, accompanied by all fees) for another Collocator or to avoid construction of a building addition, then **AT&T-22STATE** has the right to reclaim the Dedicated Space. **AT&T-22STATE** will send the Physical Collocator written Notice of its intent to terminate the Physical Collocator's Collocation arrangement in the prepared Dedicated Space within ten (10) Business Days after the notice date. If the Physical Collocator does not place operational Telecommunications Equipment in the Dedicated Space and interconnect with **AT&T-22STATE** or obtain access to **AT&T-22STATE** 251(c)(3) UNEs by that tenth (10th) Business Day then the Collocation is deemed terminated and the Physical Collocator shall be liable in an amount equal to the unpaid balance of the applicable charges.
- 10.8.2 If the Physical Collocator causes **AT&T-22STATE** to prepare the Dedicated Space and then the Physical Collocator does not use the Dedicated Space (or all of the Dedicated Space), the Physical Collocator will pay **AT&T-22STATE** the monthly recurring and other applicable charges as if the Physical Collocator were using the entire Dedicated Space, until such time as the Physical Collocator submits a complete and accurate decommissioning Application, and the decommissioning process is completed as required.
- 11.0 **Efficiently Used**
- 11.1 Orders for additional space will not be accepted until the Collocator's existing Collocation space in the requested Eligible Structure is Efficiently Used (as defined in Section 2 this Attachment) except to the extent the Collocator
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establishes to **AT&T-22STATE**'s satisfaction that the Collocator's apparent inefficient use of space is caused by the CLEC holding Unused Space for future use on the same basis that **AT&T-22STATE** holds Unused Space for future use.

- 11.2 Orders for additional CFAs will not be accepted until the specific CFA type requested (e.g. DS0, DS1, fiber, etc.) in the requested Eligible Structure is Efficiently Used. The determination as to whether this criterion is met or necessary is solely within the reasonable judgment of **AT&T-22STATE**.

## 12.0 **Relocation**

### 12.1 **AT&T-22STATE** Requested Relocation:

- 12.1.1 When **AT&T-22STATE** determines, in order to be compliant with zoning changes, condemnation, or government order or regulation, that it is necessary for the Dedicated Space to be moved, **AT&T-22STATE** will provide written notice to the resident Collocator(s) within five (5) Business Days of the determination to move the location. Such a determination may affect movement from an Eligible Structure to another Eligible Structure, or from an Adjacent Space Collocation structure to a different Adjacent Space Collocation structure or and Adjacent Space Collocation structure to an Eligible Structure.
- 12.1.2 If the relocation occurs for reasons other than an emergency, **AT&T-22STATE** will provide the resident Collocator(s) with at least one hundred eighty (180) calendar days advance written Notice prior to the relocation.
- 12.1.3 An Application will be required by the Collocator for the arrangement of the new Dedicated Space and/or the new Telecommunications Equipment Space. The Collocator will not be required to pay any Application fees associated with the relocation described in this Section 12.1.
- 12.1.4 The Collocator shall be responsible for the costs for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space Collocation structure if such relocation arises from circumstances beyond the reasonable control of **AT&T-22STATE**, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space Collocation structure for the purpose then used, uneconomical in **AT&T-22STATE**'s reasonable discretion.
- 12.1.5 A Collocator's presence in **AT&T-22STATE** COs or adjacent space Collocation structures must not prevent **AT&T-22STATE** from making a reasonable business decision regarding building expansions or additions to the number of COs required to conduct its business or its locations.

### 12.2 CLEC Requested Relocation:

- 12.2.1 If the Physical Collocator requests that the Dedicated Space and/or Telecommunications Equipment space, be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an Adjacent Space Collocation structure, (as described in Section 5.4 above) to a different Adjacent Space Collocation structure or to an Eligible Structure, **AT&T-22STATE** shall permit the Collocator to relocate the Dedicated Space or Adjacent Space Collocation structure, subject to availability of space and technical feasibility.
- 12.2.2 A new Application will be required for the new Dedicated Space and the Application fee shall apply.
- 12.2.3 The Collocator shall be responsible for all applicable charges associated with the move, including the re-installation of its equipment and facilities and the preparation of the new Telecommunications Equipment space, and Dedicated Space, or Adjacent Space Collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new Adjacent Space Collocation structure shall be deemed the Adjacent Space Collocation structure.

### 12.3 Virtual to Physical Relocation:

- 12.3.1 In the event Physical Collocation space was previously denied in an **AT&T-22STATE** CO, due to technical reasons or space limitations, and Physical Collocation Space has subsequently become available,
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Collocator may relocate its existing Virtual Collocation arrangement(s) to a Physical Collocation arrangement(s).

- 12.3.2 Collocator must arrange with a **AT&T-22STATE** AIS Tier 1 for the relocation of equipment from a Virtual Collocation space to a Physical Collocation space and will bear the cost of such relocation, including the costs associated with moving the services from the Virtual Collocation space to the new Physical Collocation space.

### 13.0 **Complete Space Discontinuance**

#### 13.1 Collocator Requested Termination of the Collocation Space:

- 13.1.1 The Collocator may terminate its occupancy of a particular Collocation space which includes the removal of all equipment, equipment bays, interconnection facilities (e.g., power, timing, grounding and interconnection cabling) and Collocator infrastructure installed within its Collocation space. The Collocator is required to provide a complete and accurate Collocation Application requesting to terminate its existing Collocation Arrangement (see AT&T's CLEC Online website for the appropriate form).
- 13.1.2 The Collocator and the Physical Collocator's Guest(s) shall have thirty (30) calendar days from the BFFO date or a date mutually agreed to by the Parties ("Termination Date") to vacate the Collocation Space. Unless the Physical Collocator's Guest(s) have assumed responsibility for the Collocation space housing the Guest(s)'s equipment and executed the appropriate documentation required by **AT&T-22STATE** (see Space Reassignment section 13.2 below) to transfer the Collocation Space to the Guest(s) prior to Collocator's Termination Date then the Physical Collocator must insure the removal of all the Guest(s) equipment and facilities by the Termination Date.
- 13.1.3 Upon termination the Collocation Space will revert back to **AT&T-22STATE**'s space inventory.
- 13.1.4 The Collocator shall return the Collocation space to **AT&T-22STATE** in the same condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear.
- 13.1.5 Collocator's **AT&T-22STATE** AIS shall be responsible for informing **AT&T-22STATE** personnel of any required updates and/or changes to **AT&T-22STATE**'s records that are required in accordance with **AT&T-22STATE**'s TP specifications.
- 13.1.6 The Collocator shall be responsible for the cost of removing any Collocator constructed enclosure, as well as any CLEC installed supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date.
- 13.1.7 Any equipment not removed by the Termination Date by the Collocator will be removed and disposed of by **AT&T-22STATE** at the expense of the Collocator.
- 13.1.8 Upon termination of occupancy, Collocator, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by Collocator from the Collocation Space
- 13.1.9 The Virtual Collocator will work cooperatively with **AT&T-22STATE** to remove the Collocator's equipment and facilities via use of **AT&T-22STATE** AIS from **AT&T-22STATE**'s property subject to the condition that the removal of such equipment can be accomplished without damaging or endangering other equipment located in the Eligible Structure. **AT&T-22STATE** is not responsible for and will not guarantee the condition of such equipment removed by any Party.
- 13.1.10 The Virtual Collocator is responsible for arranging for and paying for the removal of virtually collocated equipment including all costs associated with equipment removal, packing and shipping.
- 13.1.11 Upon termination of the Collocation Space, the Collocator must remove the entrance cable used for the Collocation arrangement. If the entrance cable is not scheduled for removal within seven (7) calendar days after removal of the Collocation equipment, **AT&T-22STATE** may arrange for the removal, and the Collocator will be responsible for any charges incurred to remove the cable. The Collocator is only responsible for physically removing entrance cables housed in conduits or inner-ducts and will only be required to do so when **AT&T-22STATE** instructs the Collocator that such removal can be accomplished
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without damaging or endangering other cables contained in a common duct or other equipment residing in the CO.

13.2 Space Reassignment also known as Transfer of Ownership:

- 13.2.1 In lieu of submitting an Application to terminate a Collocation Arrangement, as described above, the Collocator ("Exiting Collocator") may reassign the Collocation Arrangement to another Collocator ("Collocator Assignee") subject to certain terms and conditions outlined below. Any such reassignment of the Collocation Arrangement may not occur without the written consent of **AT&T-22STATE**. In order to request consent to assign a Collocation Arrangement, either the Collocator Assignee or Exiting Collocator must submit a Collocation Application on behalf of both the Exiting Collocator and Collocator Assignee. Space Reassignment shall be subject to the following terms and conditions:
- 13.2.1.1 Collocator Assignee must, as of the date of submission of the Collocation Application, have an approved Interconnection Agreement with **AT&T-22STATE**.
- 13.2.1.2 Exiting Collocator will be liable to pay all NRCs and MRCs Collocation charges on the Collocation Arrangement to be reassigned until the date **AT&T-22STATE** turns over the Collocation Arrangement to the Collocator Assignee. Any disputed charges shall be subject to the Dispute Resolution Process in the GT&Cs of this Agreement. **AT&T-22STATE**'s obligation to turn over the Collocation Arrangement shall not arise until all undisputed charges are paid. Collocator Assignee's obligation to pay MRCs for a Collocation Arrangement will begin on the date **AT&T-22STATE** makes available the Collocation Arrangement to the Collocator Assignee.
- 13.2.1.3 An Exiting Collocator may not reassign Collocation space in an Eligible Structure where a waiting list exists for Collocation space, unless all Collocator's on the waiting list above the Collocator Assignee decline their position. This prohibition does not apply in the case of an acquisition, merger or complete purchase of the Exiting Collocator's assets.
- 13.2.1.4 Collocator Assignee will defend and indemnify **AT&T-22STATE** from any losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees) if any other person, entity or regulatory authority challenges the reassignment of any Collocation Arrangement(s) or otherwise claims a right to the space subject to the reassignment.
- 13.2.2 Collocator Assignee or the Exiting Collocator shall submit one (1) complete and accurate Application for each Collocation Arrangement. The Exiting Collocator must ensure that the Collocator Assignee complies with the following: Collocator Assignee submits a complete and accurate Application for a Collocation Arrangement, Collocator Assignee represents warrants and agrees that it has obtained an executed sale or lease agreement for and holds proper title to all non-**AT&T-22STATE** equipment and other items in or otherwise associated with each Collocation Arrangement. Collocator Assignee further agrees to indemnify and hold **AT&T-22STATE** harmless from any Third Party claims involving allegations that Collocator Assignee does not hold proper title to such non-**AT&T-22STATE** equipment and other items.
- 13.2.3 **AT&T-22STATE** in its response to the Application will provide a price quote. Collocator Assignee must pay one-hundred percent (100%) of all NRCs in the price quote before **AT&T-22STATE** begins to convert the Collocation Arrangement being reassigned. Once Collocator Assignee has paid one-hundred percent (100%) of all such NRCs, **AT&T-22STATE** shall finish the work to convert the space within thirty (30) calendar days. **AT&T-22STATE** and Collocator Assignee will coordinate all conversion work to ensure that the End Users of Collocator Assignee will have minimal, if any, disruption of service during such conversion.
- 13.2.4 Collocator Assignee may submit a security application for access to a Collocation Arrangement simultaneously with the Collocation Application. If a completed security application is provided at the time the Collocation Application is filed, the security cards will be made available at the time that the Collocation space is turned over. If the security application is not provided at the time that the Collocation Application is filed, then Collocator Assignee may submit a security application for access at any time and the terms and conditions as provided in Section 4.11 above will apply. In no event will the security cards be provided to the Collocator Assignee before the assigned space is turned over.
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- 13.2.5 Collocator Assignee assumes each Collocation Arrangement “as is” which means that **AT&T-22STATE** will make no changes to the Collocation Arrangement, including no changes to power, interconnection and entrance facilities. Any modifications to such Collocation Arrangement by Collocator Assignee must be submitted via a separate augment Application (as provided by the Collocator Assignee’s ICA).
- 13.3 Interconnection Termination Reduction:
- 13.3.1 The Collocator may request a reduction of the existing amount of Interconnection terminations that service a Collocation Arrangement. The Collocator shall submit an augment Application in order to process this request. The Collocator must maintain at least one minimum Interconnection arrangement.
- 13.3.2 Interconnection termination reduction requests may require the disconnection and removal of interconnection cable. **AT&T-22STATE** will perform the interconnection cable removal work above the rack level at the applicable fees referenced in the Pricing Schedule. Within thirty (30) calendar days after submitting its interconnection termination reduction request to disconnect and remove an interconnection arrangement from its Collocation Arrangement, the Collocator must remove terminations at both ends of the interconnection cable and cut and cap cables up to the **AT&T-22STATE** rack level. Collocator must use the **AT&T-22STATE** AIS for this procedure and **AT&T-22STATE** AIS must follow the appropriate TP found on AT&T CLEC Online website.
- 14.0 **Fiber Optic Cable and Demarcation Point**
- 14.1 Fiber Optic Cable Entrance Facilities:
- 14.1.1 Collocator will utilize the Application process described within this attachment for entrance facility requests. All rate elements for Collocator Entrance Facility can be found in the Pricing Schedule.
- 14.1.2 The Collocator is responsible for bringing its entrance facilities to the entrance manhole(s) designated by **AT&T-22STATE**, and leaving sufficient length of the cable in the manhole for **AT&T-22STATE** to fully extend the Collocator-provided facilities to the designated point in the cable vault.
- 14.1.2.1 The Physical Collocator’s **AT&T-22STATE** AIS Tier 1 will extend the Collocator provided fiber entrance cable from the cable vault to the Physical Collocation Dedicated Space.
- 14.1.2.2 For a Virtual Collocation arrangement **AT&T-22STATE** will splice the Collocator provided entrance fiber to an **AT&T-22STATE** fiber cable terminated on **AT&T-22STATE**’s Fiber distribution frame.
- 14.2 If the Collocator has not left the cable in the manhole within one hundred twenty (120) calendar days of the request for entrance fiber, the Collocator’s request for entrance fiber will expire and a new Application must be submitted along with applicable fees. The Collocator may request an additional thirty (30) calendar day extension by notifying **AT&T-22STATE**, no later than fifteen (15) calendar days prior to the end of the 120 calendar day period mentioned above, of the need of the extension for the Collocator to place cable at the manhole.
- 14.3 The Collocator shall use a dielectric Optical Fiber Non-conductive Riser-rated (OFNR) fiber cable as the transmission medium to the Dedicated Space for Physical or to the **AT&T-22STATE** designated splice point for Virtual. In addition, **AT&T-22STATE** requires this fiber to be yellow or black with yellow striped sheath.
- 14.4 The Collocator, where not impractical for technical reasons and where space is available, may use Microwave Entrance Facility Collocation pursuant to the Microwave Attachment.
- 14.5 Copper or coaxial cable will only be permitted to be utilized as the transmission medium where the Collocator can demonstrate to **AT&T-22STATE** or the Commission that use of such cable will not impair **AT&T-22STATE**’s ability to service its own End Users or subsequent Collocators. Collocation requests utilizing copper or coaxial cable facilities will be provided as an Individual Case Basis (ICB).
- 14.6 **AT&T-22STATE** shall provide a minimum of two separate points of entry into the Eligible Structure, where **AT&T-22STATE** has at least two such entry points, there is sufficient space for new facilities in those entry points, and it is Technically Feasible.. Where such dual points of entry are not available, when **AT&T-22STATE** performs work as is necessary to make available such separate points of entry for itself, at the same time it will accommodate the Collocator’s request under this Section. The Collocator and **AT&T-22STATE** shall share the costs incurred by

prorating those costs using the number of cables to be placed in the entry point by both AT&T-22STATE and the Collocator(s).

- 14.7 AT&T-22STATE will also provide nondiscriminatory access where Technically Feasible and sufficient space exists, to any entry point into Eligible Structures in excess of two (2) points in those locations where AT&T-22STATE also has access to more than two such entry points. Where AT&T-22STATE performs such work in order to accommodate its own needs and those specified in the Collocator's written request, the Collocator and AT&T-22STATE shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both AT&T-22STATE and the Collocator(s).

#### 15.0 Entrance Facility Conduit to Vault, Per Cable Sheath

- 15.1 This facility represents any reinforced passage or opening in, on, under, over or through the ground between the first manhole and the cable vault through which the entrance cable is placed. Associated rates and charges can be found in the Pricing Schedule. All procedures for CLEC Entrance Facility Conduit can be found in the AT&T CLEC On-Line Handbook.

#### 16.0 Virtual Collocation – Cooperative Responsibilities

- 16.1 The Virtual Collocator will work cooperatively with AT&T-22STATE to develop implementation plans including timelines associated with:
- 16.1.1 Placement of Collocator's fiber into the CO vault,
  - 16.1.2 Location and completion of all splicing,
  - 16.1.3 Completion of installation of equipment and facilities,
  - 16.1.4 Removal of above facilities and equipment,
  - 16.1.5 To the extent known, the Collocator can provide forecasted information to AT&T-22STATE on anticipated additional Virtual Collocation requirements,
  - 16.1.6 To the extent known, the Collocator is encouraged to provide AT&T-22STATE with a listing of the equipment types that they plan to virtually collocate in AT&T-22STATE's COs or CEVs, huts and cabinets. This cooperative effort will insure that AT&T-22STATE personnel are properly trained on Collocator equipment.
- 16.2 Installation of Virtual Collocation Equipment:
- 16.2.1 AT&T-22STATE does not assume any responsibility for the design, engineering, testing, or performance of the end-to-end connection of the Collocator's equipment, arrangement, or facilities.
  - 16.2.2 AT&T-22STATE will be responsible for using the same engineering practices as it does for its own similar equipment in determining the placement of equipment and engineering routes for all connecting cabling between Collocation equipment.
  - 16.2.3 In this arrangement, Telecommunications Equipment (also referred to herein as equipment) is furnished by the Collocator and engineered and installed by a AT&T-22STATE AIS.
  - 16.2.4 The Collocator and AT&T-22STATE must jointly accept the installation of the equipment and facilities prior to the installation of any services using the equipment. As part of this acceptance, AT&T-22STATE will cooperatively test the collocated equipment and facilities with the Collocator.
- 16.3 Repair & Maintenance of Equipment - Virtual Collocation Only:
- 16.3.1 Except in emergency situations, the Collocator-owned fiber optic facilities and CO terminating equipment will be repaired only upon the request of the Collocator. In an emergency, AT&T-22STATE may perform necessary repairs without prior notification. The labor rates specified in the Pricing Schedule apply to AT&T-22STATE COs and AT&T-22STATE CEVs, huts and cabinets and are applicable for all repairs performed by AT&T-22STATE on the Collocator's facilities and equipment.
  - 16.3.2 When initiating repair requests on Collocator owned equipment, the Collocator must provide AT&T-22STATE with the location and identification of the equipment and a detailed description of the trouble.
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- 16.3.3 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-22STATE will be responsible for repairing the Virtually Collocated equipment at the same standards that it repairs its own equipment.
- 16.3.4 The Collocator will request any and all maintenance by AT&T-22STATE on its Virtually Collocated facilities or equipment. When initiating requests for maintenance on collocated equipment, the Collocator must provide AT&T-22STATE with the location and identification of the equipment and a detailed description of the maintenance requested.
- 16.3.5 Upon notification by the Collocator and availability of spare parts as provided by the Collocator, AT&T-22STATE will be responsible for maintaining the Virtually Collocated equipment at the same standards that it maintains its own equipment.
- 16.4 Alarm Maintenance:
- 16.4.1 The Collocator has the ability to purchase its own remote monitoring and alarming equipment.
- 16.4.2 Since the maintenance of the Collocator's equipment is at the direction and control of the Collocator, AT&T-22STATE will not be responsible for responding to alarms and will only conduct maintenance and repair activities at the direction of the Collocator with the option discussed for during emergencies.
- 17.0 Interconnection to Others within the same Eligible Structure**
- 17.1 Upon receipt of a BFFO, AT&T-22STATE will permit the Collocator to construct, via an AT&T-22STATE AIS Tier 1, direct connection facilities, (also known as Collo-to-Collo) to the Collocator's own Physical/Virtual Collocation arrangement and/or another Third Party Physical/Virtual Collocator's Collocation arrangement within the same Eligible Structure. The Collocator may use either copper or optical facilities between the collocated equipment in the same Eligible Structure, subject to the same reasonable safety requirements that AT&T-22STATE imposes on its own equipment.
- 17.1.1 The Collocator is prohibited from using the Collocation space for the sole or primary purpose of cross-connecting to Third Party collocated Telecommunications Carrier's.
- 17.1.2 The Collocator must utilize an AT&T-22STATE AIS Tier 1 to place the CLEC to CLEC connection.
- 17.1.3 The CLEC to CLEC connection shall be provisioned using facilities owned by Collocator.
- 17.1.4 With their Application the Collocator shall provide a Letter of Authorization (LOA) from the Third Party collocated Telecommunications Carrier to which the Collocator will be cross-connecting.
- 17.1.5 The CLEC to CLEC connection shall utilize AT&T-22STATE common cable support structure and will be billed for the use of such structure according to rates in the Pricing Schedule.
- 18.0 Extraordinary Charges, Special Construction and Custom Work / ICB Charges**
- 18.1 Extraordinary Charges - Collocator will be responsible for all extraordinary construction costs, incurred by AT&T-22STATE to prepare the Collocation space for the installation of Collocator's equipment and for extraordinary costs to maintain the Collocation space for Collocator's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the AC system (if available), or of the existing commercial power facility, installation, maintenance, repair, monitoring of securing measures, conversion of non-Collocation space, or other modifications required by local ordinances. Ordinary costs may become extraordinary by their unusual nature (e.g. volume that is substantially beyond the average or typical Collocation arrangement or request) or its infrequency of occurrence (e.g. construction that will benefit only the requesting Collocator).
- 18.1.1 AT&T-22STATE may charge a recurring and a non-recurring fee for extraordinary costs on a time-sensitive or time-and-materials basis.
- 18.1.2 An estimate of such costs plus contribution will be provided to the Collocator prior to AT&T-22STATE commencing such work.
- 18.1.3 AT&T-22STATE must advise Collocator if extraordinary costs will be incurred within twenty (20) Business Days of the Collocator's complete and accurate Application.
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18.1.4 Extraordinary costs will only be billed upon receipt of the signed acceptance of **AT&T-22STATE**'s price quote. Construction will not begin until receipt of the Collocator's signed acceptance.

18.1.5 Special Construction and/or Custom work may not be charged to Collocator for any work performed which will benefit or be used by **AT&T-22STATE** or other Collocators except on a pro-rated basis where reasonable.

## **19.0 DC Power Arrangement Provisioning and Power Reduction**

19.1 In a CO **AT&T-22STATE** shall make available -48V DC power to serve the Collocator's equipment. When obtaining DC power from an **AT&T-22STATE** Power Source (BDFB or Power Plant), Collocator's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by Collocator's **AT&T-22STATE** AIS Tier 1, in accordance with the number of DC amps requested by Collocator on Collocator's Initial Application or any Subsequent Applications. Collocator is also responsible for contracting with an **AT&T-22STATE** AIS Tier 1 to run the power distribution feeder cable from the **AT&T-22STATE** Power Source to the equipment in Collocator's Collocation arrangement. The **AT&T-22STATE** AIS Tier 1 contracted by Collocator must provide **AT&T-22STATE** with a copy of the engineering power specifications prior to the day on which Collocator's equipment becomes operational (hereinafter "Commencement Date"). **AT&T-22STATE** will provide the common power feeder cable support structure between the AT&T Power Source and Collocator's Collocation arrangement. Collocator shall contract with an **AT&T-22STATE** AIS Tier 1 who shall be responsible for performing those power provisioning activities required to enable Collocator's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within Collocator's Collocation arrangement, power cable feeds and terminations of the power cabling. Collocator and Collocator's **AT&T-22STATE** AIS Tier 1 shall comply with all applicable NEC, AT&T TP-76300, Telcordia and ANSI Standards that address power cabling, installation and maintenance.

19.2 **AT&T-22STATE** will permit Collocator to request DC power in five (5) amp increments from five (5) amps up to forty (40) amps. Above forty amps, DC power will be provisioned in ten (10) amp increments up to one hundred (100) amps from the **AT&T-22STATE** Power source.

19.3 Collocator Interconnect Power Panel (CIPP) – (Options):

19.3.1 A Collocator Interconnect Power Panel (CIPP) with maximum 200 amp capacity may be ordered from **AT&T-22STATE** or an equivalent panel provided by the Collocator's **AT&T-22STATE** AIS Tier 1. At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 amps per feed of DC current. However the Collocator may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by **AT&T-22STATE** technical support. See the Collocation Handbook for additional information.

19.4 Eligible Structure Ground Cable Arrangement, Each:

19.4.1 The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within the Collocator's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. **AT&T-22STATE** provides an Integrated Ground Plane to serve the Collocator's equipment in the same manner as **AT&T-22STATE** equipment. Requests for an "Isolated" Ground Plane will be treated on an ICB basis.

19.5 Power Reduction:

19.5.1 The Collocator may request to decrease the amount of existing power available to a Collocation Arrangement. This can be done either by disconnecting and removing a power cable feed or by replacing the existing fuse with a fuse of a lower breakdown rating on a power cable feed. If the Collocator desires to disconnect a power arrangement (A&B feed), the Collocator will be responsible for hiring an **AT&T-22STATE** AIS Tier 1 to remove the terminations at both ends of the power cable feed and cut cables up to the **AT&T-22STATE** rack level that make up the power arrangement. If the Collocator desires to reduce the amperage on a power cable feed, the Collocator will be responsible for paying the costs necessary to change the fuse that serves the A&B feeds at the **AT&T-22STATE** power source. In either case, the Collocator must maintain a minimum amount of power on at least one power arrangement (A&B

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feed) to service their Collocation Arrangement when submitting their power reduction request. The Collocator shall submit an augment application in order to process this request.

- 19.5.2 If the Collocator desires to only reduce the fuse capacity on an existing power arrangement (A&B feed) rather than disconnect and remove cable to an existing power arrangement, they may only reduce the fuse size to the lowest power amp increment offered in this Attachment referenced in 19.2 above. Different minimum amp increments apply for power arrangements fed from either an AT&T-22STATE BDFB or an AT&T-22STATE power plant. When the Collocator is requesting to reduce the fuse capacity only, the fees referenced in the Pricing Schedule will apply. When the Collocator has only one power arrangement (A&B feed) serving their Collocation Arrangement, a fuse reduction is the only power reduction option available to the Collocator.
- 19.5.3 When a power reduction request involves a fuse change only on a power arrangement serviced from the AT&T-22STATE BDFB (e.g. power arrangements less than or equal to a fifty (50) amp A feed and a fifty (50) amp B feed) the Collocator must hire an AT&T-22STATE AIS Tier 1 to coordinate fuse changes at the AT&T-22STATE BDFB. Applicable fees referenced in Pricing Schedule will still apply. When a power reduction request involves a fuse change on a power arrangement serviced from the AT&T-22STATE Power Plant (e.g. power arrangements consisting of a one-hundred (100) amp A feed and a one-hundred (100) amp B feed and above), the Collocator must hire an AT&T-22STATE AIS Tier 1 power supplier to coordinate the fuse changes at the AT&T-22STATE power plant.
- 19.5.4 When a power reduction request requires disconnecting and removing a power cable feed from either the AT&T-22STATE's BDFB (Battery Distribution Fuse Bay) or power plant, the AT&T-22STATE AIS Tier 1 will perform the power cable removal work up to the rack level.. Applicable fees referenced in Pricing Schedule will apply. Within thirty (30) calendar days after submitting its power reduction request to disconnect and remove a power arrangement, the Collocator must perform the following activity:
- 19.5.4.1 Remove terminations at both ends of the power cable feed and cut cables up to the AT&T-22STATE rack level. Collocator must use a AT&T-22STATE AIS Tier 1 for this procedure and that supplier must follow TP76300 guidelines for cutting and capping the cable at the rack level.
- 19.6 When the Collocator has multiple power arrangement serving a Collocation Arrangement (e.g., one power arrangement consisting of fifty (50) amps on the A feed and fifty (50) amps on the B feed and a second power arrangement consisting of twenty (20) amps on the A feed and twenty (20) amps on the B feed), the Collocator has the option of either fusing down the fifty (50) amp power arrangement (A&B feed) or disconnecting and removing the power cable feed from the fifty (50) amp power arrangement (A&B feed). If the Collocator chooses to disconnect and remove the power cable feed from a power arrangement (A&B feed), then the charges referenced in Pricing Schedule will apply. If the Collocator has multiple power arrangements (A&B feed) where they can request both a fuse reduction and a power cable removal for one Collocation Arrangement [e.g. reduce one power arrangement from fifty (50) amps (A&B feed) to twenty (20) amps (A&B feed) and remove the power cable from a second power arrangement from fifty (50) amps (A&B feed) to 5 amps (A&B feed)], then the project management fee for power cable removal referenced in the Pricing Schedule will apply in addition to the individual charges referenced in the Pricing Schedule associated with the overall power reduction request.
- 19.7 For any power reduction request (one which involves either a disconnect and removal, re-fusing only, or a combination of the two), the Collocator must submit an augment application for this request along with the appropriate application and project management fees referenced in the Pricing Schedule. The same Augment intervals that are outlined in this Attachment for adding power will apply to power reduction requests.
- 20.0 Collocation In CEV'S, HUTS And CABINETS**
- 20.1 Remote Terminals - When the requirements of this Agreement are met, collocation will be allowed in Controlled Environmental Vaults (CEV's), Huts and Cabinets and other AT&T-22STATE owned or controlled premises where Collocation is practical and Technically Feasible, e.g. where heat dissipation is not severely limited and there is sufficient space for Collocator's equipment.

- 20.2 **AT&T-13STATE** will assign space in a RT in two-inch vertical mounting space increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates.
- 20.3 **AT&T SOUTHEAST REGION 9-STATE** will also assign space in a RT in single bay increments within a CEV, Hut or cabinet for the placement of Collocator's equipment. The number of bays required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Refer to the Pricing Schedule for rates and charges.
- 20.4 **AT&T-22STATE**: RT Collocation Arrangements - **AT&T-22STATE** shall make available -48V DC power for Collocator's RT Collocation arrangement at an **AT&T-22STATE** power source within the RT. The charge for power shall be assessed as part of the MRCs per the Pricing Schedule. If the power requirements for Collocator's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.
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## ATTACHMENT 13 - 251(C)(3) UNES

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## 1.0 Introduction

- 1.1 This Attachment sets forth the terms and conditions pursuant to which **AT&T-22STATE** will furnish CLEC with access to Unbundled Network Elements pursuant to Section 251(c)(3) of the Telecommunications Act (herein referred to as “251(c)(3) UNEs” or “UNEs”) for the provision by CLEC of a Telecommunications Service (Act, Section 251(c)(3)) in **AT&T-22STATE**'s incumbent local Exchange areas.
  - 1.2 Nothing contained in the Agreement shall be deemed to constitute consent by **AT&T-22STATE** that any item identified in this Agreement as a UNE or network element is a network element or UNE under Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders, that **AT&T-22STATE** is required to provide to CLEC alone, or in combination with other network elements or UNEs (251(c)(3) or otherwise), or commingled with other network elements, UNEs (251(c)(3) or otherwise) or other services or facilities.
  - 1.3 The preceding includes without limitation that **AT&T-22STATE** shall not be obligated to provide combinations (whether considered new, pre-existing or existing) or other arrangements (including, where applicable, Commingled Arrangements) involving **AT&T-22STATE** network elements that do not constitute 251(c)(3) UNEs, or where 251(c)(3) UNEs are not requested for permissible purposes.
  - 1.4 Notwithstanding any other provision of this Agreement or any Amendment to this Agreement, including but not limited to intervening law, change in law or other substantively similar provision in the Agreement or any Amendment, if an element described as an Unbundled Network Element or 251(c)(3) UNE in this Agreement is Declassified or is otherwise no longer a 251(c)(3) UNE, then the Transition Procedure defined in Section 3.5 below, shall govern.
  - 1.5 Access to 251(c)(3) UNEs is provided under this Agreement over such routes, technologies, and facilities as **AT&T-22STATE** may elect at its own discretion. **AT&T-22STATE** will provide access to 251(c)(3) UNEs where technically feasible. Where facilities and equipment are not available, **AT&T-22STATE** shall not be required to provide 251(c)(3) UNEs.
  - 1.6 251(c)(3) UNEs provided to CLEC under the provisions of this Attachment shall remain the property of **AT&T-22STATE**.
  - 1.7 Subject to the terms herein, **AT&T-22STATE** is responsible only for the installation, operation and maintenance of the 251(c)(3) UNEs it provides. **AT&T-22STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those 251(c)(3) UNEs.
  - 1.8 Where 251(c)(3) UNEs provided to CLEC are dedicated to a single End User, if such 251(c)(3) UNEs are for any reason disconnected they shall be made available to **AT&T-22STATE** for future provisioning needs, unless such 251(c)(3) UNE is disconnected in error. The CLEC agrees to relinquish control of any such 251(c)(3) UNE concurrent with the disconnection of a CLEC's End User's service.
  - 1.9 The Parties intend that this Attachment contains the sole and exclusive terms and conditions by which CLEC will obtain UNEs from **AT&T-21STATE**. Accordingly, except as may be specifically permitted by this Attachment, and then only to the extent permitted, CLEC and its Affiliates hereby fully and irrevocably waive any right or ability any of them might have to purchase any UNE (whether on a stand-alone basis, in combination with other UNEs (or otherwise), with a network element possessed by CLEC, or pursuant to Commingling or otherwise) directly from any **AT&T-21STATE** tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. 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-21STATE** to enforce the foregoing (including if **AT&T-21STATE** fails to reject or otherwise block orders for, or provides or continues to provide, UNEs, or otherwise, under tariff) shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder. At its option, **AT&T-21STATE** may either reject any such order submitted under tariff, or without the need for any further contact with or consent from CLEC, **AT&T-21STATE** may process any such order as being submitted under this Attachment and, further, may convert any element provided under tariff, to this Attachment effective as of the later in time of (i) the Effective Date of this Agreement, or (ii) the submission of the order by CLEC.
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- 1.10 When an End User of CLEC elects to discontinue service and to transfer service to another local exchange carrier, including AT&T-22STATE, AT&T-22STATE shall have the right to reuse the facilities provided to CLEC, regardless of whether those facilities are provided as network elements or as part of a resold service, and regardless of whether the End User served with such facilities has paid all charges to CLEC or has been denied service for nonpayment or otherwise. AT&T-22STATE will notify CLEC that such a request has been processed after the disconnect order has been completed.
- 2.0 Definitions**
- 2.1 AT&T-22STATE Premise(s) means as defined in Attachment 12 – Collocation.
- 2.2 "Building" or "same building" means a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway.
- 2.3 "Commingling" or "Commingled Arrangement" means an arrangement connecting, attaching, or otherwise linking of a UNE, or a combination of UNEs, to one or more facilities or services that CLEC has obtained at wholesale from AT&T-22STATE, or the combining of a UNE, or a combination of UNEs, with one or more such facilities or services. Commingling in its entirety (the ability of CLEC to Commingle, AT&T-22STATE's obligation to perform the functions necessary to Commingle, and Commingled Arrangements) shall not apply to or otherwise include, involve or encompass AT&T-22STATE offerings pursuant to 47 U.S.C. § 271 that are not 251(c)(3) UNEs under 47 U.S.C. § 251(c)(3).
- 2.4 "Declassified UNE" or "Declassified" means a UNE that ceases to be a UNE under this Agreement because it is no longer required by Section 251(c)(3) of the Act, as determined by 251(c)(3) and effective FCC rules and associated 251(c)(3) and effective FCC and judicial orders.
- 2.5 "Demarcation Point" means the point on the loop where AT&T-22STATE's control of the wire ceases and the End User's control (or in the case of some multi-unit premises, the landlord's control) of the wire begins.
- 2.6 "Enhanced Extended Link (EEL)" means a 251(c)(3) UNE combination consisting of an Unbundled Local Loop(s) and Unbundled Dedicated Transport (UDT), together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities subject to the Cap limitations as identified within the Unbundled Local Loop and Unbundled Transport sections below. A DS1 or higher EEL is required to terminate in a Collocation arrangement that meets the requirements of Section 6.4.3.1 below of this Attachment (e.g., the end of the UDT that is opposite the end connected to the 251(c)(3) UNE Local Loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect).
- 2.7 "Fiber to the Curb (FTTC) Loops" means local Loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.
- 2.8 "Fiber to the Home (FTTH) Loops" means local Loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE).
- 2.9 "Hybrid UNE Loop" means a Local UNE Loop composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire and cable, usually in the distribution plant. AT&T-22STATE shall provide CLEC access to Hybrid UNE Loops pursuant to the requirements of 47 C.F.R. § 51.319(a)(2).
- 2.10 "Unbundled Local Loop(s) (UNE Loop)" means a transmission facility between a distribution frame (or its equivalent) in an AT&T-22STATE central office and the UNE Loop Demarcation Point at an End User premises. Facilities that do not terminate at a Demarcation Point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, mobile switching center or base station, do not constitute UNE Loops. The UNE Loop includes all features, functions, and capabilities of the transmission facilities, including the Network Interface Device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate



devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or controlled by **AT&T-22STATE**.

- 2.11 "Network Interface Device (NID)" means any interconnection of End User premises wiring to **AT&T-22STATE**'s distribution UNE Loop facilities, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the UNE Loop and the End User's inside wire.
- 2.12 "Ratcheting" means a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate.
- 2.13 "Route" means a transmission path between one of **AT&T-22STATE**'s Wire Centers or switches and another of **AT&T-22STATE**'s Wire Centers or switches. A Route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same Route, irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
- 2.14 "Unbundled Dedicated Transport (UDT)" means **AT&T-22STATE** interoffice transmission facilities between Wire Centers or switches owned by **AT&T-22STATE**, or between Wire Centers or switches owned by **AT&T-22STATE** and switches owned by requesting Telecommunications Carriers, dedicated to a particular End User or carrier. **AT&T-22STATE** is not obligated to provide CLEC with unbundled access to Dedicated Transport that does not connect a pair of **AT&T-22STATE** Wire Centers.
- 2.15 "UNE Dedicated Transport Dark Fiber/Dark Fiber Transport" means **AT&T-22STATE** dark fiber interoffice transmission facilities dedicated to a particular CLEC that are within **AT&T-22STATE**'s network, connecting **AT&T-22STATE** switches or Wire Centers within a LATA. Dedicated Transport Dark Fiber consists of un-activated optical interoffice transmission facilities.

### **3.0 General Provisions**

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

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

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

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

#### 4.0 **Responsibilities Of The Parties**

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

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

4.3 CLEC's use of any **AT&T-22STATE** UNE, or of its own equipment or facilities in conjunction with any **AT&T-22STATE** UNE, must not materially interfere with or impair service over any facilities of **AT&T-22STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written Notice and opportunity to cure, **AT&T-22STATE** may discontinue or

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refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the UNE(s) causing the violation.

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

4.5 Performance of UNEs:

- 4.5.1 Each UNE will be provided in accordance with AT&T-22STATE technical publications or other written descriptions, if any, as changed from time to time by AT&T-22STATE at its sole discretion.
- 4.5.2 Nothing in this Attachment shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. §§ 51.325 through 51.335, as such rules maybe amended from time to time (the "Network Disclosure Rules").
- 4.5.3 AT&T-22STATE may elect to conduct upgrades or conversions for the improvement of its network or systems. During such upgrades or conversions, CLEC orders for UNEs from affected Wire Center(s) may be suspended for a period of a few days prior and one day after the upgrade or conversion date, consistent with the suspension AT&T-22STATE places on itself for orders from its End Users and other CLEC's End Users.
- 4.5.4 CLEC will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services that may be required because of changes in facilities, operations, or procedure of AT&T-22STATE minimum network protection criteria, or operating or maintenance characteristics of the facilities.

4.6 Conditions for Access to UNEs:

- 4.6.1 CLEC cannot use a UNE (whether on a stand-alone basis, in combination with other UNEs, or otherwise), with a network element possessed by CLEC (or otherwise) to provide service to itself, or for other administrative purpose(s).
- 4.6.2 CLEC may not access UNEs for the exclusive provision of mobile wireless services, or long distance services or interexchange services.
- 4.6.3 Other conditions to accessing and using any UNE (whether on a stand-alone basis, in combination with other UNEs, with a network element possessed by CLEC, or otherwise) may be applicable under effective FCC rules. Associated and effective FCC and judicial orders shall also apply.
- 4.6.4 AT&T-22STATE shall provide Access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.
- 4.6.5 Reference Attachment 12 - Collocation for methods of access to and/or Interconnection with AT&T-22STATE 251(c)(3) UNEs.

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

- 5.1.1 In the AT&T-22STATE Premises where CLEC is either Physically Collocated (e.g., in a caged, cageless or shared cage arrangement) or Virtually Collocated (see Attachment 12 - Collocation), AT&T-22STATE will extend AT&T-22STATE 251(c)(3) UNEs via-cross connects to CLEC's Physical or Virtual Collocation Point of Termination (POT), within the same AT&T-22STATE Premises where the 251(c)(3) UNEs are located.
- 5.1.2 AT&T-21STATE will provide cross-connects at the rates, terms, and conditions set forth in the Pricing Schedule. For all cross-connect pricing for AT&T CONNECTICUT, refer to the applicable state tariff.
- 5.1.2.1 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.



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

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

## **6.0 New Combinations, Conversions, Commingling and EELs**

### **6.1 New Combinations Involving UNEs:**

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

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

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

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

6.1.3.1 it is technically feasible, including that network reliability and security would not be impaired;

6.1.3.2 AT&T-22STATE's ability to retain responsibility for the management, control, and performance of its network would not be impaired;

6.1.3.3 AT&T-22STATE would not be placed at a disadvantage in operating its own network;

6.1.3.4 it would not undermine the ability of other Telecommunications Carriers to obtain access to 251(c)(3) UNEs or to Interconnect with AT&T-22STATE's network; and

6.1.3.5 CLEC is either unable to make the combination itself; or a new entrant and is unaware that it needs to combine certain UNEs to provide a Telecommunications Service, but such obligation under this Section ceases if AT&T-22STATE informs CLEC of such need to combine.

6.1.4 For purposes of Section 6.1.3.5 above and without limiting other instances in which CLEC may be able to make a combination itself, CLEC is deemed able to make a combination itself when the UNE(s) sought to be combined are available to CLEC, including without limitation on/at an AT&T-22STATE Premise, as defined in the Attachment 12 - Collocation.

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

6.2.1 Upon request, AT&T-22STATE shall convert a wholesale service, or group of wholesale services, to the equivalent UNE/UNE combinations that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement, or convert UNE/UNE combination(s) that is/are available to CLEC pursuant to Section 251(c)(3) of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by AT&T-22STATE (collectively "Conversion").

6.2.2 A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between CLEC and AT&T-22STATE.

6.2.3 AT&T-22STATE will not require physical rearrangements if the Conversion can be completed through record changes only. Any change from a wholesale service/group of wholesale services to a 251(c)(3) UNE/UNE combination(s), or from a 251(c)(3) UNE/UNE combination(s) to a wholesale service/group of wholesale services that require a physical rearrangement will not be considered a Conversion for purposes of this Agreement.

6.2.4 Orders for Conversions will be handled in accordance with the guidelines posted on AT&T CLEC Online website.

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- 6.2.5 Where processes for the Conversion requested pursuant to this Attachment are not already in place, the Parties will comply with any applicable change management or CLEC User Forum guidelines.
- 6.2.6 If CLEC does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular Conversion of a wholesale service, or group of wholesale services, to the equivalent 251(c)(3)UNE, or combination of 251(c)(3) UNEs, CLEC shall not request such Conversion or continue using such 251(c)(3) UNE or 251(c)(3) UNEs that result from such Conversion. To the extent CLEC fails to meet (including ceases to meet) the eligibility criteria applicable to a 251(c)(3) UNE or combination of 251(c)(3) UNEs, AT&T-22STATE may convert the 251(c)(3) UNE or 251(c)(3) UNE combination to the equivalent wholesale service or group of wholesale services, upon written Notice to CLEC.
- 6.2.6.1 This Section applies to any 251(c)(3) UNE or combination of 251(c)(3) UNEs, including whether or not such 251(c)(3) UNE or combination of 251(c)(3) UNEs had been previously converted from an AT&T-22STATE service.
- 6.2.6.2 AT&T-22STATE may exercise its rights provided for hereunder and those allowed by law to ensure compliance with any applicable eligibility criteria.
- 6.2.7 Conversion Pricing:
- 6.2.7.1 AT&T-22STATE shall charge the applicable non-recurring service order charge and applicable switch-as-is rates as set forth in the Pricing Schedule, for Conversions to specific UNE/UNE Combinations. AT&T-22STATE shall also charge the applicable non-recurring service order charge and applicable switch-as-is rates, as set forth in the Pricing Schedule, when converting from UNE/UNE combinations.
- 6.3 Commingling:
- 6.3.1 Commingling is not permitted, nor is AT&T-22STATE required to perform the functions necessary to Commingle, where the Commingled Arrangement (i) is not technically feasible, including that network reliability and security would be impaired; or (ii) would impair AT&T-22STATE's ability to retain responsibility for the management, control, and performance of its network; or (iii) would place AT&T-22STATE at a disadvantage in operating its own network; or (iv) would undermine the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with AT&T-22STATE's network.
- 6.3.2 Where processes for any Commingling requested pursuant to this Agreement (including, by way of example, for existing services sought to be converted to a Commingled Arrangement) are not already in place, AT&T-22STATE will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable change management or CLEC User Forum (CUF) guidelines and/or will be developed pursuant to the BFR process.
- 6.3.3 Any Commingling obligation is limited solely to Commingling of one or more facilities or services that are provided at wholesale from AT&T-22STATE with UNEs; accordingly, no other facilities, services or functionalities are subject to Commingling, including but not limited to facilities, services or functionalities that AT&T-22STATE might offer pursuant to Section 271 of the Act.
- 6.3.4 Except as provided in Section 6.3 above and, further, subject to the other provisions of this Agreement, AT&T-22STATE shall permit CLEC to Commingle a UNE or a combination of UNEs with facilities or services obtained at wholesale from AT&T-22STATE to the extent required by effective FCC rules and associated and effective FCC and judicial orders.
- 6.3.5 Upon request, and subject to Section 6, AT&T-22STATE shall perform the functions necessary to Commingle a 251(c)(3) UNE or a combination of 251(c)(3) UNEs with one or more facilities or services that CLEC has obtained at wholesale from AT&T-22STATE (as well as requests where CLEC also wants AT&T-22STATE to complete the actual Commingling), except that AT&T-22STATE shall have no obligation to perform the functions necessary to Commingle (or to complete the actual Commingling) if (i) Section 6.2.1 above applies to the Commingled Arrangement sought by CLEC; or (ii) the CLEC is able to perform those functions itself. Where CLEC is a new entrant and is unaware that it needs to Commingle to provide a
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- Telecommunications Service, **AT&T-22STATE**'s obligation to Commingle ceases if **AT&T-22STATE** informs CLEC of such need to Commingle.
- 6.3.6 For purposes of Section 6.3.1 above and without limiting other instances in which CLEC may be able to Commingle for itself, CLEC is deemed able to Commingle for itself when the UNE(s), UNE combination, and facilities or services obtained at wholesale from **AT&T-22STATE** are available to CLEC at the CLEC's Collocation Arrangement. For Collocation terms and conditions see Attachment 12 – Collocation.
- 6.3.7 **AT&T-22STATE** has developed a list of Commingled Arrangements that will be available for ordering. This list is posted on AT&T's CLEC Online website.
- 6.3.7.1 Any request by CLEC for a Commingled Arrangement not included in such list may be made via Attachment 08 - Bona Fide Request. In any such BFR, CLEC must designate among other things the 251(c)(3) UNE(s), combination of 251(c)(3) UNEs, and the facilities or services that CLEC has obtained at wholesale from **AT&T-22STATE** sought to be Commingled and the needed location(s), the order in which such 251(c)(3) UNEs, such combinations of 251(c)(3) UNEs, and such facilities and services are to be Commingled, and how each connection (e.g. cross-connected) is to be made between them.
- 6.3.8 **AT&T-22STATE** will charge the appropriate recurring and non-recurring rates as identified in the Pricing Schedule. **AT&T-22STATE** shall charge the appropriate non-recurring rates as set forth in the Pricing Schedule(s) applicable to the 251(c)(3) UNEs (or 251(c)(3) UNE combinations) that are Commingled on a 251(c)(3) UNE-by-251(c)(3) UNE basis, and for the facilities and services that are Commingled (under this Section 6.3 above) on a facility-by-facility, service-by-service basis, including without limitation for the type of service and activity being requested to create the Commingled Arrangement.
- 6.3.9 **AT&T-22STATE** shall not be required to, and shall not, provide Ratcheting as a result of Commingling or a Commingled Arrangement.
- 6.4 Mandatory Eligibility Criteria for Access to Certain UNEs
- 6.4.1 Except as provided below in this Section or elsewhere in the Agreement and subject to this Section and Section 6.2 above, Conversion of Wholesale Services to 251(c)(3) UNEs, of this Attachment, **AT&T-22STATE** shall provide access to 251(c)(3) UNEs and combinations of 251(c)(3) UNEs without regard to whether the CLEC seeks access to the 251(c)(3) UNEs to establish a new circuit or to convert an existing circuit from a wholesale service to 251(c)(3) UNEs.
- 6.4.2 **AT&T-22STATE** is not obligated, and shall not, provide access to (1) an unbundled DS1 UNE Loop in combination, or Commingled, with a DS1 UDT facility or service or a DS3 or higher UDT facility or service, or an unbundled DS3 UNE Loop in combination, or Commingled, with a DS3 or higher UDT facility or service, or (2) an unbundled DS1 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UDT facility in combination, or Commingled, with an unbundled DS1 UNE Loop or a DS1 channel termination service, or to an unbundled DS3 UNE Loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:
- 6.4.2.1 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:
- 6.4.2.1.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an **AT&T-22STATE** local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and



- 6.4.2.1.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least twenty-eight (28) Local voice Telephone Numbers assigned to it; and
  - 6.4.2.1.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and
  - 6.4.2.1.4 Each circuit to be provided to each End User will terminate in a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Attachment; and
  - 6.4.2.1.5 Each circuit to be provided to each End User will be served by an Interconnection Trunk that meets the requirements of Section 6.4.4 below of this Attachment; and
  - 6.4.2.1.6 For each twenty-four (24) DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection Trunk that meets the requirements of Section 6.4.4 below of this Attachment; and
  - 6.4.2.1.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.
  - 6.4.2.1.8 **AT&T-22STATE** shall not be required to provide, and shall not provide, any 251(c)(3) UNE Combination of a 251(c)(3) UNE Local Loop and UDT at DS1 or higher (whether as a UNE Combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a Conversion of an existing service/circuit) that does not terminate to a Collocation arrangement that meets the requirements of Section 6.4.3 below of this Attachment.
- 6.4.3 A Collocation arrangement meets the requirements of Section 6.4 above of this Attachment if it is:
- 6.4.3.1 Established pursuant to Section 251(c)(6) of the Act and located at **AT&T-22STATE** Premises within the same LATA as the End User's premises, when **AT&T-22STATE** is not the Collocator; or
  - 6.4.3.2 Located at a Third Party's premises within the same LATA as the End User's premises, when **AT&T-22STATE** is the Collocator.
- 6.4.4 An Interconnection Trunk meets the requirements of Section 6.4.2.1.5 above and Section 6.4.2.1.6 above of this Attachment if CLEC will transmit the calling party's local telephone number in connection with calls exchanged over the Trunk, and the Trunk is located in the same LATA as the End User premises served by the Included Arrangement.
- 6.4.5 For a new circuit to which Section 6.4.2 above applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided, as required by Section 6.4.2.1.1 above and Section 6.4.2.1.3 above respectively. In such case, CLEC shall satisfy Section 6.4.2.1.1 above and/or Section 6.4.2.1.3 above if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within thirty (30) calendar days after **AT&T-22STATE** provisions such new circuit. CLEC must provide **AT&T-22STATE** with sufficient proof that such assignment and/or implementation has occurred by the end of such 30th day.
- 6.4.5.1 Section 6.4.5 above does not apply to existing circuits to which Section 6.4.2 above applies, including Conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 6.4.2.1.1 above and Section 6.4.2.1.3 above requirements for existing circuits at the time it initiates the ordering process).
- 6.4.6 CLEC hereby agrees that by submitting an order to **AT&T-22STATE** for an Included Arrangement (whether new, as a result of a requested Conversion, or otherwise), CLEC is certifying that it meets and will continue to meet the requirements of Section 6.4 above as to such Included Arrangement(s) on a circuit-by-
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circuit/service-by-service/Included Arrangement-by-Included Arrangement basis. Such certification-by-order shall have the same weight and effect as a separate certification, and certification-by-order shall not diminish or otherwise affect CLEC's obligation to meet and to continue to comply with the criteria or certification requirements set forth in this Section.

6.4.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with AT&T-22STATE.

6.4.7 In addition to any other audit rights provided for this Agreement and those allowed by law, AT&T-22STATE may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis," it means a consecutive twelve (12) month period for each individual State, beginning upon AT&T-22STATE's written Notice that an audit will be performed for that State, subject to Section 6.4.7.4 below.

6.4.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria.

6.4.7.2 The independent auditor's report will conclude whether CLEC complied in all material respects with this Section 6.4 above.

6.4.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.

6.4.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 6.4 above, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a 251(c)(3) UNE/UNE Combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the 251(c)(3) UNE or 251(c)(3) UNE Combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and AT&T-22STATE may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to AT&T-22STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any 251(c)(3) UNE for any period in which CLEC does not meet the conditions set forth in this Section 6.4 above for that 251(c)(3) UNE, arrangement, or circuit, as the case may be. Also, the "annual basis" calculation and application shall be immediately reset, e.g., AT&T-22STATE shall not have to wait the remaining part of the consecutive twelve (12) month period before it is permitted to audit again in that state.

6.4.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 6.4 above, CLEC must reimburse AT&T-22STATE for the cost of the independent auditor and for AT&T-22STATE's costs in the same manner and using the same methodology and rates that AT&T-22STATE is required to pay CLEC's costs under Section 6.4.7.4.2 below.

6.4.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 6.4 above, AT&T-22STATE must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).

6.4.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications including, without limitation, call detail records, local telephone number assignment documentation, and switch assignment documentation.

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- 6.4.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section in all cases and, further, the failure of AT&T-22STATE to require such compliance, including if AT&T-22STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.

## 7.0 Network Interface Device (NID)

- 7.1.1 Subject to Section 3.0 above of this Attachment, AT&T-22STATE shall provide unbundled access to the Unbundled Network Interface Device (NID) under the following terms and conditions in this subsection.
- 7.1.2 The Maintenance and control of the End User's inside wiring (on the End User's side of the UNE NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, AT&T-22STATE offers nondiscriminatory access to the NID on an unbundled basis to CLEC for the provision of a Telecommunications Service. In AT&T CONNECTICUT only, the CLEC access to the NID is offered as specified in the AT&T CONNECTICUT tariff.
- 7.1.3 AT&T-21STATE will permit CLEC to connect its UNE Loop facilities to an End User's premises wiring through AT&T-21STATE's NID, or at any other technically feasible point.
- 7.1.4 Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by AT&T-21STATE based on Time and Material charges. AT&T-21STATE, at the request of CLEC, will disconnect the AT&T-21STATE UNE Loop from the NID at charges reflected in the Pricing Schedule.
- 7.1.5 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via AT&T-21STATE's NID where necessary.
- 7.1.6 The AT&T-21STATE NIDs that CLEC uses under this Attachment will be existing NIDs installed by AT&T-21STATE to serve its End Users.
- 7.1.7 CLEC shall not attach to or disconnect AT&T-21STATE's ground. CLEC shall not cut or disconnect AT&T-21STATE's UNE Loop from the NID and/or its protector. CLEC shall not cut any other leads in the UNE NID.
- 7.1.8 CLEC, when it has constructed its own NID at a premises and needs only to make contact with AT&T-21STATE's NID, can disconnect the End User's wiring from AT&T-21STATE's NID and reconnect it to CLEC's NID.

## 8.0 UNE Loop

- 8.1.1 Subject to Section 3.0 above of this Attachment, AT&T-22STATE shall provide unbundled access to UNE Loops under the terms and conditions in this subsection.
- 8.1.2 Consistent with the applicable FCC rules, AT&T-22STATE will make available the UNE Loops set forth herein below between a distribution frame (or its equivalent) in an AT&T-22STATE central office and the UNE Loop demarcation point at an End User premises. The Parties acknowledge and agree that AT&T-22STATE shall not be obligated to provision any of the UNE Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the UNE Loop includes all wire within multiple dwelling and tenant Buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by AT&T-22STATE. The UNE Loop includes, but is not limited to copper UNE Loops (two-wire and four-wire analog voice-grade copper UNE Loops, digital copper UNE Loops [e.g. DSOs and integrated services digital network (ISDN) lines]), as well as two-wire and four-wire copper UNE Loops conditioned, at CLEC's request and subject to charges, to transmit the digital signals needed to provide digital subscriber line services, DS1 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.4.4 below) and DS3 Digital UNE Loops (where they have not been Declassified and subject to Caps set forth in Section 8.1.3.5.4
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below) where such UNE Loops are deployed and available in **AT&T-22STATE** Wire Centers. CLEC agrees to operate each UNE Loop type within applicable technical standards and parameters.

8.1.2.1 When a UNE Local Loop is ordered to a high voltage area, the Parties understand and agree that such UNE Loop will require High Voltage Protective Equipment (HVPE) (e.g., a positron), to ensure the safety and integrity of the network, the Parties' employees and/or representatives, and CLEC's End User. Therefore, any request by CLEC for a UNE Loop to a high voltage area will be submitted by CLEC to **AT&T-22STATE** via the BFR process set forth in Attachment 08 – Bona Fide Request, and CLEC shall be required to pay **AT&T-22STATE** for any HVPE that is provisioned by **AT&T-22STATE** to CLEC in connection with CLEC's UNE Local Loop order to the high voltage area.

8.1.3 The following types of UNE Loops will be provided at the rates, terms, and conditions set forth in this Attachment, Pricing Schedule or for **AT&T CONNECTICUT** only, the tariff.

8.1.3.1 **AT&T-21STATE** 2-Wire Analog UNE Loop (Unbundled Voice Loop –SL1 (UVL-SL1))

8.1.3.1.1 2-Wire Analog UNE Loop is a transmission facility that supports analog voice frequency, voice band services with UNE Loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

8.1.3.1.2 If CLEC requests one or more 2-Wire Analog UNE Loops serviced by Integrated Digital Loop Carrier (IDLC), **AT&T-21STATE** will, where available, move the requested UNE Loop(s) to a spare, existing all-copper UNE Local Loop at no additional charge to CLEC. If, however, no spare UNE Local Loop is available, as defined above, **AT&T-21STATE** will notify CLEC of the lack of available facilities.

8.1.3.2 **AT&T-21STATE** 4-Wire Analog UNE Loop

8.1.3.2.1 A 4-Wire Analog UNE Loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire Analog UNE Loop provides separate transmits and receive paths.

8.1.3.3 **AT&T-21STATE** 2-Wire Digital UNE Loop/ 2-Wire ISDN

8.1.3.3.1 A 2-Wire Digital UNE Loop is a transmission facility that supports Basic Rate ISDN (BRI) digital exchange services and will be provisioned according to industry standards.

8.1.3.4 **AT&T-22STATE** DS1 Digital UNE Loop

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

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

8.1.3.4.3 The procedures set forth in Section 8.1.4.1 below will apply in the event DS1 Digital UNE Loops are or have been Declassified.

8.1.3.4.4 DS1 UNE Loop "Caps" – **AT&T-22STATE** is not obligated to provide to CLEC more than ten (10) DS1 Digital UNE Loops to any single Building in which DS1 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Digital UNE Loops once CLEC has already obtained ten DS1 Digital UNE Loops at the same Building. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-22STATE**'s option it may accept or reject the order, but convert any requested DS1 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS1 Digital UNE Loop(s) as of the date of provisioning.

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8.1.3.5 **AT&T-22STATE** DS3 Digital UNE Loop

- 8.1.3.5.1 A DS3 Digital UNE Loop provides a digital, 45 Mbps transmission facility from an **AT&T-22STATE** central office to an End User's premises.
- 8.1.3.5.2 DS3 Digital UNE Loops will be offered and/or provided only where such UNE Loops have not been Declassified.
- 8.1.3.5.3 The procedures set forth in Section 8.1.4.2 below will apply in the event DS3 Digital UNE Loops are or have been Declassified.
- 8.1.3.5.4 DS3 UNE Loop "Caps" – **AT&T-22STATE** is not obligated to provide to CLEC more than one (1) DS3 Digital UNE Loop per requesting carrier to any single Building in which DS3 Digital UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Digital UNE Loops once CLEC has already obtained one DS3 Digital UNE Loop at the same Building. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-22STATE**'s option it may accept or reject the order, but convert any requested DS3 Digital UNE Loop(s) in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Digital UNE Loop(s) as of the date of provisioning.

8.1.3.6 FTTH/FTTC Loops

- 8.1.3.6.1 In new build (i.e. greenfield) areas, **AT&T-22STATE** is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when **AT&T-22STATE** deploys any such Loop to a residential unit that previously has not been served by any Loop facility.
- 8.1.3.6.2 In Overbuild situations where **AT&T-22STATE** has deployed a FTTH or FTTC Loop parallel to, or in replacement of, an existing copper Loop facility and has not retired the copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv), **AT&T-22STATE** is not required to provide access to any FTTH/FTTC Loops on an unbundled basis when **AT&T-22STATE** has deployed any such Loop parallel to, or in replacement of an existing copper Loop facility, except that:
  - 8.1.3.6.2.1 **AT&T-22STATE** will maintain the existing copper Loop connected to the particular End User's premises after deploying the FTTH/FTTC Loop and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless **AT&T-22STATE** retires the copper Loop pursuant to 47 C.F.R. §51.319(a)(3)(iv).
  - 8.1.3.6.2.2 When **AT&T-22STATE** maintains the existing copper Loops pursuant to 47 C.F.R. §51.319(a)(3)(iii)(A), **AT&T-22STATE** need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to that section, in which case **AT&T-22STATE** shall restore the copper Loop to serviceable condition upon request.
  - 8.1.3.6.2.3 **AT&T-22STATE** may retire copper Loops that have been replaced with FTTH/FTTC facilities using the FCC's network disclosure requirements as set forth in Section 251(c)(5) of the Act and in §§ 51.325 through 51.335 and any applicable state requirements.
  - 8.1.3.6.2.4 If **AT&T-22STATE** retires the copper loop pursuant to this section, **AT&T-22STATE** shall provide nondiscriminatory access to one 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop or fiber-to-the curb loop on an unbundled basis on the same rates and terms applicable under the



Agreement to a 2Wire Voice Grade Loop to the same premises where such a loop is available.

8.1.4 Declassification Procedure

- 8.1.4.1 DS1 UNE Digital Loop – Subject to the Cap described in Section 8.1.3.4.4 above, **AT&T-22STATE** shall provide CLEC with access to a DS1 UNE Digital Loop, where available, to any Building not served by a Wire Center with 60,000 or more business lines and four (4) or more fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS1 Digital Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS1 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).
- 8.1.4.2 DS3 Digital UNE Loop – Subject to the Cap described in Section 8.1.3.5.4 above, **AT&T-22STATE** shall provide CLEC with access to a DS3 UNE Digital UNE Loop, where available, to any Building not served by a Wire Center with at least 38,000 business lines and at least four (4) fiber-based Collocators. Once a Wire Center exceeds these thresholds, no future DS3 Digital UNE Loop unbundling will be required in that Wire Center, or any Buildings served by that Wire Center, and DS3 Digital UNE Loops in that Wire Center, or any Buildings served by that Wire Center, shall be Declassified, and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Digital UNE Loops in such Wire Center(s), or any Buildings served by such Wire Center(s).
- 8.1.4.3 Effect on Embedded Base – Upon Declassification of DS1 Digital UNE Loops and/or DS3 Digital UNE Loops already purchased by CLEC as UNEs under this Agreement, **AT&T-22STATE** will provide written Notice to CLEC of such Declassification and proceed in accordance with Sections 14.0 below 15.0 below, and 16.0 below.
- 8.1.4.3.1 Products provided by **AT&T-22STATE** in conjunction with such UNE Loops (e.g. cross-connects) shall also be subject to re-pricing under this Section and Section 14.0 below where such UNE Loops are Declassified.
- 8.1.4.4 The Parties agree that activity by **AT&T-22STATE** under this Section shall not be subject to the Network Disclosure Rules.

9.0 **UNE DS1 and DS3 Dedicated Transport**

- 9.1.1 Subject to Section 3.0 above of this Attachment, **AT&T-21STATE** shall provide DS1 (1.544 Mbps) and DS3 (44.736 Mbps) UDT under the following terms and conditions in this subsection.
- 9.1.2 For purposes of this Agreement, **AT&T-22STATE** is not obligated to provide CLEC with unbundled access to DS1/DS3 UDT that does not connect a pair of **AT&T-22STATE** Wire Centers.
- 9.1.3 **AT&T-22STATE** will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide DS1/DS3 UDT.
- 9.1.4 Subject to the Caps set forth in Section 9.1.6.2 below and Section 9.1.6.3 below, DS1/DS3 UDT will be provided only where such facilities exist at the time of CLEC request, and only over Routes that are not or have not been Declassified.
- 9.1.5 **AT&T CONNECTICUT** offers DS1/DS3 UDT as described in Section 18 of the Connecticut Access Service Tariff.
- 9.1.6 DS1 and DS3 UDT includes, as follows:
- 9.1.6.1 Multiplexing – an option ordered in conjunction with DS1 or DS3 UDT that converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as DS1 or DS3 UDT and at the rates set forth in the Pricing Schedule.
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- 9.1.6.2 DS3 UDT Caps – **AT&T-22STATE** is not obligated to provide to CLEC more than twelve (12) DS3 UDT circuits on each Route on which DS3 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Dedicated Transport once CLEC has already obtained twelve DS3 UDT circuits on the same Route. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-22STATE**'s option, it may accept or reject the order, but convert any requested DS3 UDT in excess of the Cap to Special Access; applicable Special Access charges will apply to CLEC for such DS3 Dedicated Transport circuits as of the date of provisioning.
  - 9.1.6.3 DS1 UDT Caps - **AT&T-22STATE** is not obligated to provide to CLEC more than ten (10) DS1 251(c)(3) UDT circuits on each route on which DS1 Dedicated Transport has not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Dedicated Transport once CLEC has already obtained ten DS1 251(c)(3) UDT circuits on the same route. If, notwithstanding this Section, CLEC submits such an order, at **AT&T-22STATE**'s option it may accept the order, but convert any requested DS1 251(c)(3) UDT in excess of the Cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 Dedicated Transport circuits as of the date of provisioning.
  - 9.1.7 Declassification Procedure
    - 9.1.7.1 Wire Center "Tiers" – For purposes of Sections 9.0 above and 10.0 below Wire Centers are classified into three "tiers," as follows:
      - 9.1.7.1.1 Tier 1 Wire Centers are those **AT&T-22STATE** Wire Centers that contain at least four (4) fiber-based Collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those **AT&T-22STATE** tandem switching locations that have no Line-Side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
      - 9.1.7.1.2 Tier 2 Wire Centers are those **AT&T-22STATE** Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) fiber-based Collocators, at least 24,000 business lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
      - 9.1.7.1.3 Tier 3 Wire Centers are those **AT&T-22STATE** Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.
    - 9.1.7.2 DS1 Dedicated Transport Declassification
      - 9.1.7.2.1 Subject to the Cap described in Section 9.1.6.3 above **AT&T-22STATE** shall provide CLEC with access to DS1 UDT on Routes, except Routes where both Wire Centers defining the Route are Tier 1 Wire Centers. As such, **AT&T-22STATE** must provide UNE DS1 Dedicated Transport under this Agreement only if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center. DS1 Dedicated Transport circuits on Routes between Tier 1 Wire Centers are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Dedicated Transport on such Route(s).
    - 9.1.7.3 DS3 Dedicated Transport Declassification
      - 9.1.7.3.1 Subject to the Cap described in 9.1.6.1 above, **AT&T-22STATE** shall provide CLEC with access to DS3 UDT, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, **AT&T-22STATE** must provide DS3 UDT under this Agreement only if a Wire
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Center on either end of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then DS3 Dedicated Transport circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Dedicated Transport on such Route(s).

- 9.1.7.4 Effect on Embedded Base – Upon Declassification of DS1 Dedicated Transport or DS3 Dedicated Transport already purchased by CLEC as UNEs under this Agreement, **AT&T-22STATE** will provide written Notice to CLEC of such Declassification, and proceed in accordance with Sections 14.0 below, 15.0 below and 16.0 below .
  - 9.1.7.4.1 Products provided by **AT&T-22STATE** in conjunction with UNE DS1 and DS3 Dedicated Transport (e.g. cross-connects) shall also be subject to re-pricing under the section where Dedicated Transport is Declassified.
- 9.1.7.5 The Parties agree that activity by **AT&T-22STATE** under this Section 9.1.7 above shall not be subject to the Network Disclosure Rules.

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

- 10.1 Subject to Section 4.0 above of this Attachment, **AT&T-22STATE** shall provide unbundled access to Dedicated Transport Dark Fiber under the following terms and conditions in this subsection. **AT&T-22STATE** is not required to provide UNE Loop and/or Dark Fiber Loop on an unbundled basis.
  - 10.2 Dedicated Transport Dark Fiber is deployed, unlit optical fiber within **AT&T-22STATE**'s network. Dedicated Transport Dark Fiber charges are set forth in the Pricing Schedule. **AT&T CONNECTICUT** offers UNE Dedicated Transport Dark Fiber as described in Section 18.2.1N of the Connecticut Access Service Tariff.
  - 10.3 At Dedicated Transport Dark Fiber segments in Routes that have not been Declassified, **AT&T-21STATE** will provide a UNE Dedicated Transport Dark Fiber segment that is considered "spare" as defined in Sections 10.4 below. **AT&T-21STATE** is not obligated to provide CLEC with unbundled access to Dedicated Transport Dark Fiber that does not connect a pair of **AT&T-21STATE** Wire Centers. **AT&T-21STATE** will offer UNE Dedicated Transport Dark Fiber to CLEC when CLEC has Collocation space in each **AT&T-21STATE** central office where the requested UNE Dedicated Transport Dark Fiber(s) terminate.
  - 10.4 Spare Dark Fiber Transport Inventory Availability and Condition:
    - 10.4.1 All available spare UNE Dedicated Transport Dark Fiber will be provided as is. No conditioning will be offered.
    - 10.4.2 Spare Dedicated Transport Dark Fiber is fiber that can be spliced in all segments, point to point but not assigned. Spare Dedicated Transport Dark Fiber does not include maintenance spares, fibers set aside and documented for **AT&T-21STATE**'s forecasted growth, defective fibers, or fibers subscribed to by other Telecommunications Carriers.
    - 10.4.3 CLEC will not obtain any more than twenty-five (25%) percent of the spare UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period.
  - 10.5 CLEC requesting UNE Dedicated Transport Dark Fiber must submit a Dark Fiber Facility Inquiry, providing CLEC's specific point-to-point (A to Z) dark fiber requirements. Rates for the Dark Fiber Facility Inquiry are as set forth in the Pricing Schedule.
  - 10.6 For Quantities and Time Frames for ordering UNE Dedicated Transport Dark Fiber, refer to the AT&T CLEC Online website.
  - 10.7 Right of Revocation of Access to UNE Dedicated Transport Dark Fiber:
    - 10.7.1 Right of revocation of access to UNE Dedicated Transport Dark Fiber is distinguishable from Declassification. For clarification purposes, **AT&T-21STATE**'s right of revocation of access under this Section applies even when the affected Dedicated Transport Dark Fiber remains a UNE, subject to
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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.

- 10.7.2 Should CLEC not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T-21STATE provided the fiber(s), AT&T-21STATE may revoke CLEC's access to the UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-21STATE's inventory.
- 10.7.3 AT&T-21STATE may reclaim from CLEC the right to use UNE Dedicated Transport Dark Fiber, whether or not such fiber is being utilized by CLEC, upon twelve (12) months written Notice to CLEC. If the reclaimed UNE Dedicated Transport Dark Fiber is not otherwise Declassified during the Notice period, AT&T-21STATE will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. AT&T-21STATE must also demonstrate upon CLEC's request that the reclaimed Dedicated Transport Dark Fiber will be needed to meet AT&T-21STATE's bandwidth requirements within the twelve (12) months following the revocation.
- 10.8 Access Methods Specific to UNE Dedicated Transport Dark Fiber:
- 10.8.1 The termination point for UNE Dedicated Transport Dark Fiber at central offices will be in an AT&T-21STATE-approved splitter shelf. This arrangement allows for non-intrusive testing.
- 10.8.2 At central offices, UNE Dedicated Transport Dark Fiber terminates on a fiber distribution frame, or equivalent, in the central office. CLEC access is provided via Collocation.
- 10.9 For Installation and Maintenance for UNE Dedicated Transport Dark Fiber, refer to AT&T's CLEC Online website.
- 10.9.1 AT&T-21STATE will install termination points and place the fiber jumpers from the fiber optic terminals to the termination point. CLEC will run its fiber jumpers from the termination point (1x2, 90-10 optical splitter) to CLEC.
- 10.10 Dark Fiber Transport Declassification:
- 10.10.1 AT&T-22STATE shall provide CLEC with access to UNE Dedicated Transport Dark Fiber, except on Routes where both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers, as described in Section 14.0 below. As such, AT&T-22STATE must provide UNE Dedicated Transport Dark Fiber under this Agreement only if a Wire Center on either end of the requested Route is a Tier 3 Wire Center. If both Wire Centers defining a requested Route are either Tier 1 or Tier 2 Wire Centers, then Dedicated Transport Dark Fiber circuits on such Routes are Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering UNE Dedicated Transport Dark Fiber on such Route(s).
- 10.10.2 Effect on Embedded Base – Upon Declassification of Dedicated Transport Dark Fiber already purchased by CLEC as UNEs under this Agreement, AT&T-22STATE will provide written Notice to CLEC of such Declassification, and proceed in accordance with Section 14.0 below. At the end of the Notice period under that Section, provision of the affected Dedicated Transport Dark Fiber to CLEC will be terminated without further obligation of AT&T-22STATE.
- 10.10.3 Products provided by AT&T-22STATE in conjunction with UNE Dedicated Transport Dark Fiber, if any, shall also be subject to termination under this section where such fiber is Declassified.
- 10.10.4 The Parties agree that activity by AT&T-22STATE under this Section shall not be subject to the Network Disclosure Rules.
- 11.0 **Routine Network Modifications for UNE Loops, UNE DS1, DS3 and Dark Fiber Dedicated Transport**
- 11.1.1 AT&T-22STATE shall make Routine Network Modifications (RNM) to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities used by CLEC where the requested UNE facility has already been constructed. AT&T-22STATE shall perform RNM to UNE Loop and UNE DS1, DS3, and Dark Fiber Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the UNE facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.
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- 11.1.2 A “Routine Network Modification” is an activity that AT&T regularly undertakes for its own customers. RNM include rearranging or splicing of existing cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that AT&T-22STATE ordinarily attaches to activate such UNE Loops or Transport facilities for its own retail End Users, under the same conditions and in the same manner that AT&T-22STATE does for its own End Users. RNM may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. AT&T-22STATE will place drops in the same manner as it does for its own End Users.
- 11.1.3 RNM do not include constructing new UNE Loops; or UNE DS1, DS3, or Dark Fiber Dedicated Transport; installing new cable or fiber; securing permits or rights-of-way; constructing and/or placing new manholes or conduits; installing new terminals; or removing or reconfiguring packetized transmission facility. Nor do RNM include the provision of electronics for the purpose of lighting dark fiber (i.e., optronics). AT&T-22STATE is not obligated to perform those activities for CLEC.
- 11.1.4 AT&T-22STATE shall determine whether and how to perform RNM using the same network or outside plant engineering principles that would be applied in providing service to AT&T-22STATE’s retail End Users.
- 11.1.5 AT&T-22STATE has no obligation to build Time Division Multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that never had TDM capability.
- 11.1.6 Notwithstanding anything to the contrary herein, AT&T-22STATE’s obligations with respect to RNM apply only where the UNE Loop and Transport transmission facilities are subject to unbundling and do not apply to FTTH UNE Loops or FTTC UNE Loops.
- 11.1.7 AT&T-22STATE shall provide RNM at the rates, terms and conditions set forth in this Attachment and in the Pricing Schedule or at rates to be determined on an individual case basis (ICB) or through the Special Construction (SC) process. AT&T-22STATE will impose charges for RNM 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 RNM for which AT&T-22STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC as an ICB/SC include, but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Transport facility when ordered.
- 12.0 911/E911 Database**
- 12.1.1 Access to the AT&T-22STATE 911/ E911 call-related databases will be provided as described in Attachment 05 - 911/E911.
- 13.0 Operations Support Systems (OSS) FUNCTIONS**
- 13.1.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by AT&T-22STATE’s databases and information. AT&T-22STATE will provide CLEC access to its OSS Functions as outlined in Attachment 07 - Operations Support Systems (OSS).
- 14.0 Non-Impaired Wire Center Criteria And Related Processes**
- 14.1 AT&T-22STATE has designated and posted, to AT&T CLEC Online website, the Wire Centers where it contends the thresholds for DS1 and DS3 Unbundled High-Capacity UNE Loops (as defined pursuant to Rule 51.319(a)(4) and Rule 51.319(a)(5) and for Tier 1 and Tier 2 Non-Impaired Wire Centers as defined pursuant to Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii)) have been met.
- 14.2 Commission-approved Wire Center Lists:
- 14.2.1 In states where the Commission has already determined that a Wire Center is properly designated as a Wire Center meeting the thresholds set forth pursuant to Rule 51.319(a)(4), Rule 51.319(a)(5), Rule 51.319(e)(3)(i) and Rule 51.319(e)(3)(ii), CLEC may no longer self-certify or request DS1/DS3 High-



Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements declassified by the non-impairment status of the Wire Center in such Wire Center.

14.3 Wire Center Lists Pending Commission Approval:

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

14.4 Self-Certifications:

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

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

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

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

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

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

14.6 Until CLEC provides a self-certification for High-Capacity UNE Loops and/or Transport for such Wire Center designations, CLEC will not submit High Capacity UNE Loop and/or Transport orders based on the Wire Center designation, and if no self-certification is provided will transition any remaining Embedded Base of DS1 and DS3 UNE Loop and Transport and Dark Fiber Transport arrangements affected by the designation by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days of executing this Agreement. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) calendar day period, AT&T-22STATE may disconnect such circuits or beginning billing CLEC the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates.

14.7 AT&T-22STATE will update the AT&T CLEC Online website posted list and will advise CLECs of such posting via Accessible Letter, which term for the purposes of this Section above of this Agreement shall be deemed to mean an Accessible Letter issued after the Effective Date of this Agreement, as set forth in this Section 14.0 above of this Agreement

14.8 If it desires to do so, AT&T-22STATE can dispute the self-certification and associated CLEC orders for facilities pursuant to the following procedures:

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- 14.8.1 **AT&T-22STATE** will notify the CLEC of its intent to dispute the CLEC's self-certification within thirty (30) calendar days of the CLEC's self-certification or within thirty (30) calendar days of the Effective Date of this Agreement, whichever is later.
- 14.8.2 **AT&T-22STATE** will file the dispute for resolution with the state Commission within sixty (60) calendar days of the CLEC's self-certification or within sixty (60) calendar days of the Effective Date of this Agreement, whichever is later.
- 14.8.3 **AT&T-22STATE** will notify CLEC of the filing of such a dispute via Accessible Letter.
- 14.8.4 If the self-certification dispute is filed with the state Commission for resolution, the Parties will not oppose requests for intervention by other CLECs if such request is related to the disputed Wire Center designation(s). The Parties agree to urge the state Commission to adopt a case schedule resulting in the prompt resolution of the dispute.
- 14.9 During the timeframe of any dispute resolution proceeding, **AT&T-22STATE** shall continue to provide the High-Capacity UNE Loop or Transport facility in question to CLEC at the rates in the Pricing Schedule.
- 14.10 If CLEC withdraws its self-certification, or if the state Commission determines through arbitration or otherwise that CLEC was not entitled to the provisioned DS1/DS3 UNE Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected UNE Loop or Transport shall be subject to true-up as follows:
  - 14.10.1 For Wire Centers designated by **AT&T-22STATE** prior to March 11, 2005 and
  - 14.10.2 For the affected UNE Loop/Transport element(s) installed prior to March 11, 2005,
    - 14.10.2.1 CLEC will provide a true-up calculated using a beginning date of March 11, 2005 based on the FCC transitional rates which are the rates in effect at the time of the non-impairment designations plus 15% ("Transitional Rates"). If affected UNE Loops/Transport element(s) remain in place after the end of the initial TRRO transition period, CLEC will also provide a true-up for the period after the end of initial TRRO transition period calculated using the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates as described above will continue to apply until the facility has been transitioned.
    - 14.10.2.2 For the affected UNE Loop/Transport element(s) installed after March 11, 2005, CLEC will provide a true-up to an equivalent special access rate as of the later of the date billing began for the provisioned element or thirty (30) calendar days after **AT&T-22STATE's** Notice of non-impairment. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access rate/Transitional Rates will continue to apply until the facility has been transitioned.
  - 14.10.2.3 For Wire Centers designated by **AT&T-22STATE** after March 11, 2005,
    - 14.10.2.3.1 For affected UNE Loop/Transport elements ordered before **AT&T-22STATE's** Wire Center designation,
      - 14.10.2.3.1.1 if the applicable transition period is within the initial TRRO transition period described in Section 15.0 below of this Agreement, CLEC will provide a true-up during the period between the date that is thirty (30) calendar days after **AT&T-22STATE's** Notice of non-impairment and the date the circuit is transitioned to the Transitional Rates.
      - 14.10.2.3.1.2 if the applicable transition period is after the initial TRRO transition period described in Section 14.1 above of this Agreement has expired, CLEC will provide a true-up based on the Transitional Rates between the date that is thirty (30) calendar days after



AT&T-22STATE's Notice of non-impairment and the end of the applicable transition period described in Section 15.1 below and the equivalent special access rates during the period between the end of the initial transition period and the date the circuit is actually transitioned. If no equivalent special access rate exists, a true-up will be determined using the Transitional Rates. The applicable equivalent special access/Transitional Rates as described above will continue to apply until the facility has been transitioned.

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

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

## 15.0 Future Wire Center Designations

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

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

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

15.1.3 AT&T-22STATE will continue to accept CLEC orders for impacted DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for thirty (30) calendar days after the date the Accessible Letter is issued.

15.1.4 In the event the CLEC disagrees with AT&T-22STATE's determination, CLEC will have sixty (60) calendar days from the issuance of the Accessible Letter to dispute AT&T-22STATE's Wire Center determination by providing a self-certification to AT&T-22STATE.

15.1.5 If the CLEC does not use the self-certification process described in Section 15.1.4 above to self-certify against AT&T-22STATE's Wire Center designation within sixty (60) calendar days of the issuance of the Accessible Letter, CLEC must transition all circuits that have been declassified by the Wire Center designation(s) by disconnecting or transitioning to an alternate facility or arrangement, if available, within thirty (30) calendar days ending on the 90th day after the issuance of the Accessible Letter providing the Wire Center designation of non-impairment; no additional notification from AT&T-22STATE will be required. CLEC may not obtain new DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport in Wire Centers and/or Routes where such circuits have been declassified during the applicable transition period. If CLEC fails to disconnect or transition to an alternate facility or arrangement within such thirty (30) day period, AT&T-22STATE may disconnect such circuits or beginning billing CLEC

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the equivalent special access rate. If no equivalent special access rate exists, a true-up will be determined using the transitional rates set forth in Section 15.2 below.

- 15.1.6 If CLEC does provide self-certification to dispute **AT&T-22STATE**'s designation determination within sixty (60) calendar days of the issuance of the Accessible Letter, **AT&T-22STATE** may dispute CLEC's self-certification as described in Section 14.8 above of this Agreement and **AT&T-22STATE** will accept and provision the applicable UNE Loop and Transport orders for the CLEC providing the self certification during a dispute resolution process.
- 15.2 During the applicable transition period, the transition rates paid will be rates in effect at the time of the non-impairment designations plus 15%.
- 16.0 Transition Procedures of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s)**
- 16.1 The provisions of Section 14.1 above of this Attachment shall apply to the transition of DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements impacted by Wire Center designation(s). As outlined in Section 14.1 above of this Attachment, requested transitions of DS1/DS3 High Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall be performed in a manner that reasonably minimizes the disruption or degradation to CLEC's End User's service, and all applicable charges shall apply. Cross-connects provided by **AT&T-22STATE** in conjunction with such UNE Loops and/or Transport shall be billed at applicable wholesale rates (e.g., prior to transition, cross connects will be billed at transitional rates, after transition, if conversion is to an access product, cross connects will be billed at applicable access rates. Cross-connects that are not associated with such transitioned DS1/DS3 High-Capacity UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport arrangements shall not be re-priced.
- 16.2 **AT&T-22STATE** will process CLEC orders for DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport, or Dark Fiber Transport conversion or disconnection. **AT&T-22STATE** will not convert or disconnect these services prior to the end of the applicable transitional period unless specifically requested by the CLEC; however, CLEC is responsible for ensuring that it submits timely orders in order to complete the transition by the end of applicable transitional period in an orderly manner.
- 16.3 A Building that is served by both an impaired Wire Center and a non impaired Wire Center and that is not located in the serving area for the non-impaired Wire Center will continue to have affected elements available from the impaired Wire Center and support incremental moves, adds, and changes otherwise permitted by the Agreement, as amended.
- 16.4 Notwithstanding anything to the contrary in the Agreement, including any amendments to this Agreement, at the end of the applicable transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 14.4.1 above of this Agreement, and if CLEC and **AT&T-22STATE** have failed to reach agreement under Section 14.4.1 above of this Agreement as to a substitute service arrangement or element, then **AT&T-22STATE** may, at its sole option, disconnect DS1/DS3 UNE Loops, DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport, whether previously provided alone or in combination with or as part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service, if available, at rates applicable to such analogous service or arrangement.
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