



Attachment 14 - xDSL Loops



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1.0 **Introduction**

- 1.1 **AT&T-21STATE** will make available xDSL Loops and xDSL/Unbundled Copper Subloop (UCSL) Subloops for the provision of xDSL-based services or line splitting arrangements provided by CLEC in accordance with the FCC's *Triennial Review Order* and associated lawful and effective implementing rules, 47 C.F.R. §51.319(a)(1)(i)-(iv) and (b)(1), as such rules may be modified from time to time.

2.0 **General Provisions**

- 2.1 **AT&T-21STATE** will provide xDSL Loops and xDSL/UCSL Subloops for CLEC to deploy xDSL technologies presumed acceptable for deployment or non-standard xDSL technologies as defined in this Agreement and as provided for under the applicable lawful and effective FCC rules, 47 C.F.R. §51.230, as such rule may be modified from time to time.
- 2.2 **AT&T-21STATE** will not guarantee that an xDSL Loop or xDSL/UCSL Subloops ordered by CLEC will perform as desired by CLEC for xDSL based services, but will guarantee that Loops will be provisioned to meet basic metallic Loop parameters, including continuity and pair balance. CLEC shall designate on its Local Service Request (LSR), at CLEC's sole option, what Loop conditioning **AT&T-21STATE** is to perform in provisioning the order.
- 2.3 The Parties shall comply with the FCC's lawful and effective spectrum management rules, 47 C.F.R. §51.231-233, as such rules may be modified from time to time. Refer to AT&T CLEC Online website for specific processes addressing Spectrum Management.
- 2.4 Maintenance, Repair and Testing:
- 2.4.1 **AT&T-21STATE** shall provide Maintenance Repair and Testing in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iv) and as outlined on the AT&T CLEC Online website and within Attachment 07 - Operations Support Systems (OSS).
- 2.4.2 Line and Station Transfer (LST): For a loop currently in service where trouble ticket resolution has identified that excessive bridged tap(s), load coil(s) and/or repeater(s) are on the loop and transferring to a new loop is a solution identified by **AT&T-12STATE** to resolve a trouble, **AT&T-12STATE**, at its sole option, may perform an LST to resolve the identified trouble. In the event that a request for conditioning is received from the CLEC on a loop currently in service and **AT&T-12STATE** determines that an LST can be performed, the **AT&T-12STATE** LOC will contact the CLEC to inform it of the decision to perform an LST in lieu of CLEC's requested conditioning. In such case, the charge for the LST set forth in the Pricing Schedule shall apply in lieu of any loop conditioning charges which would have applied had the requested conditioning been performed. If, however, the LST does not resolve the reported trouble and the trouble is determined to be an **AT&T-12STATE** network-related problem, then CLEC will not be charged the LST rate or for **AT&T-12STATE**'s resolution of the trouble. If, however, the trouble is found not to be an **AT&T-12STATE** network-related problem, then CLEC shall pay the Maintenance of Service charges referenced in the Pricing Schedule, in addition to the applicable LST charge.

3.0 **Product Specific Service Delivery Provisions**

- 3.1 Loop Makeup Information and Ordering:
- 3.1.1 At the CLEC's request, **AT&T-21STATE** will provide CLEC with nondiscriminatory access to its Loop makeup information as it exists in **AT&T-21STATE**'s database and records via:
- 3.1.1.1 a mechanized Loop makeup for near real-time access to data available electronically; or
- 3.1.1.2 manual Loop makeup for information that may not be available electronically.
- 3.1.2 CLEC will be given nondiscriminatory access to the same Loop makeup information that **AT&T-21STATE** is providing to any other CLEC, **AT&T-21STATE**'s retail or wholesale operations and/or its advanced services Affiliate.
- 3.1.2.1 In the **AT&T SOUTHEAST REGION 9-STATE** region, CLEC will have access to Loop makeup information only on facilities owned or controlled by **AT&T SOUTHEAST REGION 9-STATE** or controlled by the requesting CLEC.

- 3.1.3 **AT&T-21STATE** does not guarantee accuracy or reliability of the Loop make up information provided. CLEC may obtain Loop makeup information according to the terms and conditions described on the AT&T CLEC Online website incorporated herein by reference, as may be amended from time to time.
- 3.2 Provisioning Intervals:
- 3.2.1 **AT&T-21STATE**'s provisioning intervals per order per End User location shall be the intervals set forth on the AT&T CLEC Online website.
- 3.3 Loop Conditioning (a.k.a Line Conditioning in **AT&T SOUTHEAST REGION 9-STATE**):
- 3.3.1 **AT&T 21STATE** will condition xDSL Loops and xDSL/UCSL Subloops in accordance with the lawful and effective requirements of 47 C.F.R. §51.319(a)(1)(iii).
- 3.3.2 All modifications for Loop Conditioning/Line Conditioning in this section will be performed at the rates set forth in the Pricing Schedule.
- 3.3.3 **AT&T-21STATE** shall provide Line Conditioning on 251(c)(3) Unbundled Loops, as requested by CLEC, even in instances where **AT&T-21STATE** does not provide advanced services to the End User on that 251(c)(3) Unbundled Loop.
- 3.3.4 **AT&T-21STATE** will not modify a 251(c)(3) Unbundled Loop in such a way that it no longer meets the technical parameters of the original 251(c)(3) Unbundled Loop type e.g., voice grade, etc., being ordered.
- 3.3.5 In **AT&T-12STATE** (i) If load coils, repeaters or excessive bridged tap are present on a loop less than 12,000 feet in actual loop length, conditioning to remove these elements will be performed without request; (ii) if the loop qualification indicates conditioning is available on a loop that is 12,000 feet in actual loop length or greater, CLEC may request that no conditioning be performed or that **AT&T-12STATE** perform some or all of the available loop conditioning to remove excessive bridged tap, load coils and/or repeaters at the rates set forth in the Pricing Schedule. CLEC may obtain loop conditioning information according to the terms and conditions described in the **AT&T** CLEC Online website; incorporated herein by reference, as may be modified from time to time.
- 3.3.6 **AT&T SOUTHEAST REGION 9-STATE** will remove load coils only on copper 251(c)(3) Unbundled Loops that are equal to or less than eighteen thousand (18,000) feet in length. **AT&T SOUTHEAST REGION 9-STATE** will remove load coils on copper 251(c)(3) Unbundled Subloops where the total loop distance (feeder plus distribution) from the **AT&T SOUTHEAST REGION 9-STATE** Central Office to the End User is equal to or less than 18,000 feet or, if there is no copper feeder, the distance from the remote terminal (RT) to the End User is equal to or less than 18,000 feet.
- 3.3.7 For any copper 251(c)(3) Unbundled Loop being ordered by CLEC which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from CLEC, so that the 251(c)(3) Unbundled Loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to CLEC. In **AT&T SOUTHEAST REGION 9-STATE** loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper 251(c)(3) Unbundled Loop that will result in a combined total of bridged tap between two thousand five hundred (2,500) and six thousand (6,000) feet will be performed at the rates set forth in the Pricing Schedule. CLEC may request removal of any unnecessary and non-Excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose), at rates pursuant to **AT&T SOUTHEAST REGION 9-STATE**'s Special Construction (SC) Process, (which is a part of the service inquiry process), as mutually agreed to by the Parties.
- 3.3.8 If CLEC requests Unbundled Loop Modification (ULM) on a reserved facility for a new 251(c)(3) Unbundled Loop order, **AT&T SOUTHEAST REGION 9-STATE** may perform a pair change and provision a different 251(c)(3) Unbundled Loop facility in lieu of the reserved facility with ULM if feasible. The 251(c)(3) Unbundled Loop provisioned will meet or exceed specifications of the requested 251(c)(3) Unbundled Loop facility as modified. CLEC will not be charged for ULM if a different 251(c)(3) Unbundled Loop is provisioned. For 251(c)(3) Unbundled Loops that require a Design Layout Report (DLR) or its equivalent,

AT&T SOUTHEAST REGION 9 STATE will provide LMU detail of the 251(c)(3) Unbundled Loop provisioned.

3.3.9 CLEC shall request 251(c)(3) Unbundled Loop make up information pursuant to this Attachment prior to submitting a Service Inquiry, in accordance to the terms and conditions described in the AT&T CLEC Online website, and/or a Local Service Request (LSR) for the 251(c)(3) Unbundled Loop type that CLEC desires **AT&T SOUTHEAST REGION 9-STATE** to condition.

3.3.10 When requesting ULM for a 251(c)(3) Unbundled Loop that **AT&T SOUTHEAST REGION 9-STATE** has previously provisioned for CLEC, CLEC will submit a Service Inquiry to **AT&T SOUTHEAST REGION 9-STATE**. If a spare 251(c)(3) Unbundled Loop facility that meets the 251(c)(3) Unbundled Loop modification specifications requested by CLEC is available at the location for which the ULM was requested, CLEC will have the option to change the 251(c)(3) Unbundled Loop facility to the qualifying spare facility rather than to provide ULM. In the event that **AT&T SOUTHEAST REGION 9-STATE** changes the 251(c)(3) Unbundled Loop facility in lieu of providing ULM, CLEC will not be charged for ULM but will only be charged the service order charges for submitting an order.

3.4 Loops and Subloops available under this Attachment are further identified in the Pricing Schedule and AT&T CLEC Online website.

3.5 Pricing/Rates:

3.5.1 The rates applicable to xDSL Loops, xDSL/UCSL Subloops, and the associated charges including without limitation, the applicable service order charges and charges for mechanized and manual Loop qualification, Loop conditioning and cross-connects are set forth in the Pricing Schedule.

3.5.2 In those instances specified herein, or in the event that **AT&T-21STATE** agrees to perform any additional work on CLEC's behalf that is not explicitly addressed in this Attachment or for work performed outside of standard business hours, CLEC shall pay Maintenance of Service charges as outlined on the AT&T CLEC Online website and within Attachment 07 - Operations Support Systems (OSS).