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September 21, 2000

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**VIA HAND DELIVERY**

Docket Control

ARIZONA CORPORATION COMMISSION

1200 West Washington

Phoenix, Arizona 85007



**Re: U S WEST Communications, Inc.'s Compliance with Section 271 of the Telecommunications Act of 1993, Docket No. T-0000A-97-0238**

To Whom It May Concern:

Enclosed for filing in the above matter are the original and ten copies of the Second Supplemental Affidavit of Karen A. Stewart. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Timothy Berg

TB/dp

Enclosure

cc: All parties of record

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BEFORE THE ARIZONA CORPORATION COMMISSION

2000 SEP 21 P 4: 21

CARL J. KUNASEK  
CHAIRMAN  
JIM IRVIN  
COMMISSIONER  
WILLIAM A. MUNDELL  
COMMISSIONER

AZ CORP COMMISSION  
DOCUMENT CONTROL

IN THE MATTER OF QWEST	)	
CORPORATION'S COMPLIANCE WITH	)	
§ 271 OF THE TELECOMMUNICATIONS	)	DOCKET NO. T-00000B-97-0238
ACT OF 1996	)	
	)	
	)	
	)	

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SECOND SUPPLEMENTAL AFFIDAVIT OF

KAREN A. STEWART

RE: UNE-P COMBINATIONS "LINE SPLITTING"

QWEST CORPORATION

SEPTEMBER 21, 2000

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**I. Identification of Affiant**

My name is Karen A. Stewart. I am a Director in the Qwest Corporation (Qwest), formerly known as U S WEST Communications, Inc. Policy and Law organization.<sup>1</sup> My office is located at 421 SW Oak Street, Portland, Oregon. I filed an affidavit on March 25, 1999 providing direct testimony in this docket. In addition, I filed a supplemental affidavit on July 21, 2000 and rebuttal testimony on August 30, 2000.

**II. Purpose of Second Supplemental Affidavit**

The purpose of my second supplemental affidavit is to describe the Qwest offering of "line splitting" on UNE-P combinations. In its Order granting SBC's Section 271 application for Texas, the FCC defined "line splitting" as when both the voice and data service will be provided by competitive carriers over a single loop.<sup>2</sup>

In this affidavit, I also provide reply testimony on the line splitting issues raised in AT&T's Advanced Services Reply Comments and in the Advanced Services workshop.

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<sup>1</sup> Qwest Corporation is the successor to U S WEST communications, Inc. Qwest filed an Authority to Transact Business application with the Commission on July 6, 2000. That application is pending. Nevertheless, given that Qwest's principal place of business is in Colorado, and that the name change is effective there, this pleading has been filed under the name of Qwest.

<sup>2</sup> In the Matter of Application by SBC Communications inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, inc., d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the telecommunications Act of 1996 to provide In-Region, interLATA Services in Texas, FCC 00-238, CC Docket No. 00-65 (Released June 30, 2000) at ¶324 ("Texas 271 Order").

As described in my supplemental testimony, Qwest satisfies the requirements of Section 271 of the Act and the FCC's rules for line splitting functionality.

### III. Line Splitting

#### A. *Qwest's Line Splitting Obligations*

In its order granting SBC Section 271 long distance approval in Texas, the FCC defined "line splitting" as when both the voice and data service will be provided by competitive carriers over a single loop.<sup>3</sup> "Line splitting" is not the same as "line sharing", which occurs when the ILEC provides the voice service and another CLEC provides the data service.<sup>4</sup> The FCC requires the ILEC to allow the CLEC to provide high speed data service on lines where the CLEC is using UNE-P.:

*[I]ncumbent LECs have an obligation to permit competing carriers to engage in line splitting over the UNE-P where the competing carrier purchases the entire loop and provides its own splitter. The record reflects that SWBT allows competing carriers to provide both voice and data services over the UNE-P. For instance, if a competing carrier is providing voice service over the UNE-P, it can order an unbundled xDSL-capable loop terminated to a collocated splitter and unbundled switching combined with shared transport to replace its UNE-P configuration with a configuration that allows provisioning of both data and voice service. SWBT provides the loop that was part of the existing UNE-P as the unbundled xDSL-capable loop, unless the loop that was used for the UNE-P is not capable of providing xDSL service.<sup>5</sup>*

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<sup>3</sup> In the Matter of Application by SBC Communications inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, inc., d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the telecommunications Act of 1996 to provide In-Region, interLATA Services in Texas, FCC 00-238, CC Docket No. 00-65 (Released June 30, 2000) at ¶324 ("Texas 271 Order").

<sup>4</sup> Texas 271 Order at ¶324.

<sup>5</sup> Texas 271 Order at ¶325 (emphasis added).

As defined by the FCC, Qwest's obligation, in regards line splitting on a UNE-P line, is to allow competing carriers the opportunity to cooperatively provide voice and data services on a single unbundled loop that is part of a UNE-P combination. Qwest will permit competing carriers to provide voice and data services over a single UNE-P loop.

***B. Qwest offers UNE-P Line Splitting***

Attached as Exhibit KAS-1 to this affidavit is the Qwest proposed SGAT language formally offering UNE-P line splitting. Qwest will file updated SGAT pages in both Arizona and Nebraska to incorporate the language that results from the upcoming October 11-13 Workshop.

In addition, Qwest stands ready to amend a CLEC's interconnection agreement, on an expedited basis, to add UNE-P line splitting to a new or existing UNE-P provision.

***C. UNE-P Line Splitting Description***

Line splitting provides CLECs with the opportunity to offer an advanced data service simultaneously with an existing UNE-P-POTS combination (UNE-Platform-Plain Old Telephone Service) using the frequency range above the voice band of a copper loop. The advanced data service may be provided by the CLEC, or another data service provider (DLEC) in cooperation with the CLEC.

The DLEC may provide any xDSL service that is compatible with the CLEC UNE-P POTS service. XDSL services that are currently presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by DLEC to the extent those services are deemed acceptable for UNE-P line splitting deployment under applicable FCC rules.

Prior to the actual provisioning of a CLEC's first UNE-P line splitting order in a central office, a POTS splitter must have been provisioned in that central office. The placement of a POTS splitter for line splitting is the same process as placing a POTS splitter in a Qwest central office for line sharing. Such placement of POTS splitters in Qwest central offices is detailed in my Supplemental Affidavit filed on July 21, 2000 at pages 16-19.

The POTS splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous DLEC data transmission and CLEC-provided voice service to the end user. The CLEC and DLEC may be the same entity. Qwest is not responsible for providing the splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper loop. <sup>6</sup>

Next, the POTS splitter must be inserted into the UNE-P combination by the use of central- office- based Interconnection Tie Pairs (ITPs) and pre-wired

TIE Cables. Typically, one ITP carries both voice and data traffic from the COSMIC/MDF loop termination to an appropriate Intermediate Distribution Frame (IDF). From this frame, one TIE Cable carries both voice and data traffic to the POTS splitter. The voice and data traffic are then separated at the POTS splitter, and the separated voice and data traffic are transported to the IDF via separate TIE Cables. At the IDF, the data traffic is routed to the CLEC's collocation area via a fourth TIE Cable, and the voice traffic is transported to the switch port termination, via a second ITP.

A CLEC could also elect to use a direct connection from its collocated POTS splitter to the COSMIC/MDF loop termination. During the placement of the POTS splitter, the CLEC will determine the ITP and pre-wired TIE Cable arrangements that best meets its needs.

***D. UNE-P Line Splitting Provisioning Process***

Qwest will provision UNE-P line splitting in Arizona and Nebraska utilizing defined procedural flows. Exhibit KAS-2 contains a flowchart showing the tasks that will be followed by Qwest personnel to process UNE-P line splitting orders.

As previously discussed, prior to the actual provisioning of a CLEC's first UNE-P line splitting order in a central office, a POTS splitter must be installed. POTS splitter installation, cable augmentations, and other work within central

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<sup>6</sup> Texas 271 Order at ¶327.

offices needed to support line sharing may be ordered at the same time as a new collocation space utilizing a single collocation application form.

Once a POTS splitter has been installed in a central office, Qwest will provision the line splitting arrangement on an existing UNE-P POTS line within the same standard interval as the unbundled loop. After using the Loop Qualification tool, the CLEC will submit a Local Service Request (LSR) similar to the process used for unbundled loops. The CLEC/DLEC will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated loop.

Should the Loop Qualification tool indicate that line conditioning is required to support the DLEC's chosen advanced service, either the CLEC, or DLEC (with an appropriate Letter of Authorization (LOA)), will be able to request conditioning of the unbundled loop portion of the UNE-P. Qwest will perform the requested conditioning of the UNE-P loop to remove load coils and excess bridged tap. If the CLEC/DLEC requests conditioning and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the CLEC, the CLEC on record for the UNE-P shall pay the conditioning rate set forth in Exhibit A of the SGAT to recondition the loop.

Basic installation "lift and lay" procedures will be used for all UNE-P-POTS line splitting orders. Under this approach, a Qwest technician "lifts" the loop from

its current termination in a Qwest Wire Center and "lays" it on a new termination connecting it to the CLEC's collocated equipment in the same central.

Qwest anticipates that permanent rates for UNE-P line splitting will be established in Phase II of the cost docket No. T00000A-00-0194.

***E. UNE-P Line Splitting Maintenance Process***

Qwest will maintain UNE-P line splitting arrangements in Arizona and Nebraska utilizing defined procedural flows. Exhibit KAS-3 contains a flowchart showing the UNE-P line splitting maintenance process and the maintenance tasks to be preformed by Qwest personnel.

The CLEC/DLEC will be responsible for reporting to Qwest any voice service troubles provided over UNE-P line splitting. Qwest will be responsible for repairing troubles on the physical line between the network interface device at the user premises and the point of demarcation in Qwest Wire Centers. The CLEC/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, the CLEC and the DLEC each will be responsible for maintaining their its own equipment. The entity that controls the POTS splitter will be responsible for its maintenance.

If an end user complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and the CLEC/DLEC will work

together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service without authorization from the CLEC/DLEC.

#### **IV. Preliminary UNE-P Line Splitting Issues**

AT&T expressed concerns regarding Qwest's offering of line splitting in its Advanced Services reply testimony filed on August 22, 2000. In addition, during the Advanced Services Workshop, the participants questioned Qwest's stated policy of disconnecting its retail Megabit service when a end user line is converted to a UNE-P-POTS arrangement. The following is an identification of the lines splitting issues raised and Qwest's reply to each of these issues. I have identified UNE-P Line splitting issues with the prefix "UNE-P-LS".

*UNE-P-LS-1.* Can CLECs provision splitters on loops included in unbundled platform (UNE-P) combinations?<sup>7</sup>

Yes, as detailed earlier in this affidavit, Qwest will allow line splitting, i.e., CLECs can provide voice and data over a single loop, even when that loop is also combined with Qwest provided unbundled local switching and shared transport.

*UNE-P-LS-2.* Can CLECs provide any service (including line splitting) that it chooses when an unbundled loop is ordered from Qwest?<sup>8</sup>

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<sup>7</sup> AT&T Comments at page 20.

Yes, as identified in my rely testimony filed on August 30, Qwest clearly allows CLECs to provide any telecommunications services that a particular element, such as unbundled loops, can support. Specifically, the SGAT states:

9.1.5 CLEC may connect UNEs in any technically feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element that Qwest provides to itself. Qwest will not restrict the types of telecommunications services CLEC may offer through unbundled elements, nor will it restrict CLEC from combining elements with any technically compatible equipment CLEC owns. Qwest will provide CLEC with all of the functionalities of a particular element, so that CLEC can provide any telecommunications services that can be offered by means of the element. Qwest shall provide such unbundled network elements in a manner that allows CLEC to combine such elements in order to provide Telecommunications Service.

I will respond to the unbundled loop issues raised by all parties, including stand-alone unbundled loop line splitting, in my Checklist item 4 rebuttal testimony.

*UNE-P-LS-3.* Can a CLEC order a UNE-P configuration and have Qwest leave the loop connected to an existing splitter?<sup>9</sup>

Qwest will convert an existing end user's POTS line to a UNE-P-POTS configuration, leaving the splitter in place, with the mutual consent of the owner of the POTS splitter. Qwest currently offers its Megabit service only on lines where it is also the retail voice provider. This practice is consistent with FCC rulings on line sharing.<sup>10</sup> Therefore, in this situation, Qwest would remove its

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<sup>8</sup> AT&T Comments at page 20.

<sup>9</sup> AT&T Comments at page 20.

<sup>10</sup> Texas 271 Order at ¶330.

POTS splitter at the time the POTS line is converted to a UNE-P-POTS combination.

*UNE-P-LS-4*. AT&T believes it should be able to order a UNE-P configuration and have access to a Qwest owned splitter.<sup>11</sup>

As stated in my line sharing reply testimony filed on August 30, 2000, Qwest strongly disagrees with the AT&T request that Qwest be required to purchase, own and deploy line splitters, and thus allow AT&T to order those loops as UNE-P, on a line-by-line basis. This exact AT&T request was rejected by the FCC in the Texas 271 order. Specifically the FCC stated:

326. AT&T also argues that it has a right to line splitting capability over the UNE-P with SWBT furnishing the line splitter.<sup>12</sup> AT&T alleges that this is "the only way to allow the addition of xDSL service onto UNE-P loops in a manner that is efficient, timely, and minimally disruptive."<sup>13</sup> Furthermore, AT&T contends that competing carriers have an obligation to provide access to all the functionalities and capabilities of the loop, including electronics attached to the loop.<sup>14</sup> AT&T contends that the splitter is an example of such electronics and that it is included within the loop element.<sup>15</sup>

327. **We reject AT&T's argument that SWBT has a present obligation to furnish the splitter when AT&T engages in line splitting over the UNE-P.** The Commission has never exercised its legislative rulemaking authority under section 251(d)(2) to require incumbent LECs to provide access to the splitter, **and incumbent LECs therefore have no current obligation to make the splitter available.**<sup>16</sup> As we stated in the *UNE Remand Order*, "with the exception of Digital Subscriber Line Access Multiplexers (DSLAMs), the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity."<sup>17</sup> We separately determined that the DSLAM is a component of the

<sup>11</sup> AT&T Comments at page 20.

<sup>12</sup> See AT&T Texas II Pfau/Chambers Decl. at paras. 40-42; see *also* IP Communications at 12, 14.

<sup>13</sup> AT&T Texas II Pfau/Chambers Decl. at para. 41.

<sup>14</sup> AT&T Texas II Pfau/Chambers Decl. at paras. 40-42.

<sup>15</sup> AT&T Texas II Pfau/Chambers Decl. at para. 40.

<sup>16</sup> See 47 U.S.C. § 251(d)(2); *AT&T Corp. v. Iowa Utils. Bd.*, 119 S. Ct. 721, 736 (1999).

<sup>17</sup> *UNE Remand Order*, 15 FCC Rcd at 3776, para. 175.

packet switching unbundled network element.<sup>18</sup> We observed that "DSLAM equipment sometimes includes a splitter" and that, "[i]f not, a separate splitter device separates voice and data traffic."<sup>19</sup> **We did not identify any circumstances in which the splitter would be treated as part of the loop, as distinguished from being part of the packet switching element.** That distinction is critical, because we declined to exercise our rulemaking authority under section 251(d)(2) to require incumbent LECs to provide access to the packet switching element, and our decision on that point is not disputed in this proceeding. (emphasis added)

**328. The *UNE Remand Order* cannot fairly be read to impose on incumbent LECs an obligation to provide access to their splitters.** . . .(emphasis added)

*UNE-P-LS-5.* During the Line Sharing Workshop on September 7, 2000, several parties questioned Qwest's business decision to not offer its retail Megabit product to end users who select a different voice provider using a UNE-P configuration from Qwest.

This exact issue was reviewed by the FCC in its Texas 271 order.

Specifically, the FCC stated:

Other Issues. We reject AT&T's argument that we should deny this application on the basis of SWBT's decision to deny its xDSL service to customers who choose to obtain their voice service from a competitor that is using the UNE-P. (fn omitted) Under our rules, the incumbent LEC has no obligation to provide xDSL service over this UNE-P carrier loop. . . **In sum, we do not find this conduct discriminatory.**<sup>20</sup>

Clearly, Qwest is under no obligation to provide its retail version of an xDSL service, i.e. Megabit, to CLECs that are using UNE-P arrangements. Not only is Qwest's decision clearly legal; it does not in any way prevent a CLEC from providing a package of voice and xDSL service which it can provide by using line splitting to partner with an existing DLEC. Therefore, with Qwest's line splitting

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<sup>18</sup> *UNE Remand Order*, 15 FCC Rcd at 3833, paras. 302-303.

<sup>19</sup> *UNE Remand Order*, 15 FCC Rcd at 3833, para. 303.

<sup>20</sup> Texas Order at 330.

offering, end users will be able to obtain xDSL services from either the CLEC or another provider. Conclusion

My second supplemental testimony confirms Qwest offering of line splitting. Qwest meets the requirements in the Act and the related FCC orders to provide line splitting on UNE-P lines.

This concludes my affidavit.

BEFORE THE ARIZONA CORPORATION COMMISSION

CARL J. KUNASEK  
CHAIRMAN  
JIM IRVIN  
COMMISSIONER  
WILLIAM A. MUNDELL  
COMMISSIONER

IN THE MATTER OF QWEST  
CORPORATION'S COMPLIANCE WITH  
§ 271 OF THE TELECOMMUNICATIONS  
ACT OF 1996

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EXHIBITS OF

KAREN A. STEWART

QWEST CORPORATION

September, 2000

## Proposed UNE-P Line Splitting language for Section 9 of SGAT

### 1. UNE-P Line Splitting

#### 1.1 Description

Line Splitting provides CLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper loop. The advanced data service may be provided by the CLEC or another data service provider chosen by the CLEC. A POTS splitter must be inserted into the UNE-P to accommodate establishment of the advanced data service. The POTS splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the end user.

“CLEC” will herein be referred to as the voice service provider while “DLEC” will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity.

#### 1.2 Terms and Conditions

##### 1.2.1 General

1.2.1.1 The CLEC may order the insertion of a POTS splitter or the DLEC may order the insertion of a POTS splitter with an LOA from the CLEC. Qwest is not responsible for providing the splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper loop.

1.2.1.2 The POTS splitter must be previously provisioned in the end user central office. The POTS splitter must meet the requirements for central office equipment collocation set by the FCC or to be compliant with ANSI T1.413.

1.2.1.3 DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by DLEC to the extent those services are deemed acceptable for UNE-P Line Splitting deployment under applicable FCC rules.

1.2.1.4 CLEC may authorize only one DLEC at any given time to provide advanced data service on any given UNE-P.

## Proposed UNE-P Line Splitting language for Section 9 of SGAT

- 1.2.1.5 CLEC, or DLEC with appropriate LOA, will be able to request conditioning of the unbundled loop portion of the UNE-P. Qwest will perform requested conditioning of shared loops to remove load coils and excess bridged taps. If CLEC/DLEC requests conditioning and such conditioning significantly degrades the voice services on the loop of the UNE-P to the point that it is unacceptable to the CLEC, the CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the loop.
- 1.2.1.6 POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this agreement. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination
- 1.2.1.7 CLEC/DLEC will provide Qwest with non-binding, good faith, rolling quarterly forecasts for UNE-P Line Splitting volumes on a Wire Center-by-Wire Center basis. CLEC/DLEC will also provide an eighteen (18) month, non-binding, good faith, quarterly forecast to Qwest in thirty (30) calendar days after the signing of this Agreement.
- 1.2.1.8 POTS splitter collocation requirements are covered in the Shared Loop Section of this agreement.

### 1.3 Rate Elements

The following UNE-P Line Splitting rate elements are contained in Exhibit A of this agreement.

- 1.3.1 Recurring Rates for UNE-P Line Splitting.
  - 1.3.1.1 UNE-P Line Splitting Charge - A monthly recurring charge to recover the additional costs associated with the use of Line Splitting on UNE-P.
- 1.3.2 Non-Recurring Rates for the UNE-P Line Splitting
  - 1.3.2.1 Basic Installation Charge for UNE-P Line Splitting – A non-recurring charge for each UNE-P Line Splitting installed will apply.

## Proposed UNE-P Line Splitting language for Section 9 of SGAT

1.3.2.2 Charge for conditioning loop associated with UNE-P – A non-recurring charge for either conditioning the loop by removing load coils and/or excess bridged taps; or reconditioning the line if necessary to assure the quality of the voice service on the UNE-P.

### 1.3.3 Non-Recurring Rates for Maintenance and Repair

1.3.3.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

1.3.3.2 Additional Testing – CLEC/DLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

1.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this agreement.

1.3.5 All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

## 1.4 Ordering Process

### 1.4.1 UNE-P Line Splitting

1.4.1.1 As a part of the pre-order process, CLEC/DLEC can access loop characteristic information through the Loop Information Tool described in the Support Functions Section. CLEC/DLEC will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated loop.

1.4.1.2 CLEC/DLEC will provide on the LSR the appropriate frame terminations which are dedicated to POTS splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

## Proposed UNE-P Line Splitting language for Section 9 of SGAT

1.4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's Collocated equipment in the same Wire Center.

1.4.1.4 CLEC/DLEC shall not place orders for UNE-P Line Splitting until all work necessary to provision UNE-P Line Splitting in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and TIE Cable reclassification or augmentation has been completed.

### 1.5 Billing

1.5.1 Qwest shall provide CLEC, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for CLEC review.

1.5.2 Qwest shall bill the CLEC as the customer of record for all recurring and non-recurring Line Splitting rate elements.

### 1.6 Repair and Maintenance

1.6.1 Qwest will allow CLEC/DLEC to access UNE-P Line Splitting at the point where the combined voice and data loop is cross-connected to the POTS splitter.

1.6.2 CLEC/DLEC will be responsible for reporting to Qwest voice service troubles provided over UNE-P Line Splitting. Qwest will be responsible to repair troubles on the physical line between network interface devices at the user premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

1.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for UNE-P Line Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: <http://www.uswest.com/wholesale/productsServices/irrg/index.html>. In the interim, Qwest and CLEC/DLEC agree that the following general

## Proposed UNE-P Line Splitting language for Section 9 of SGAT

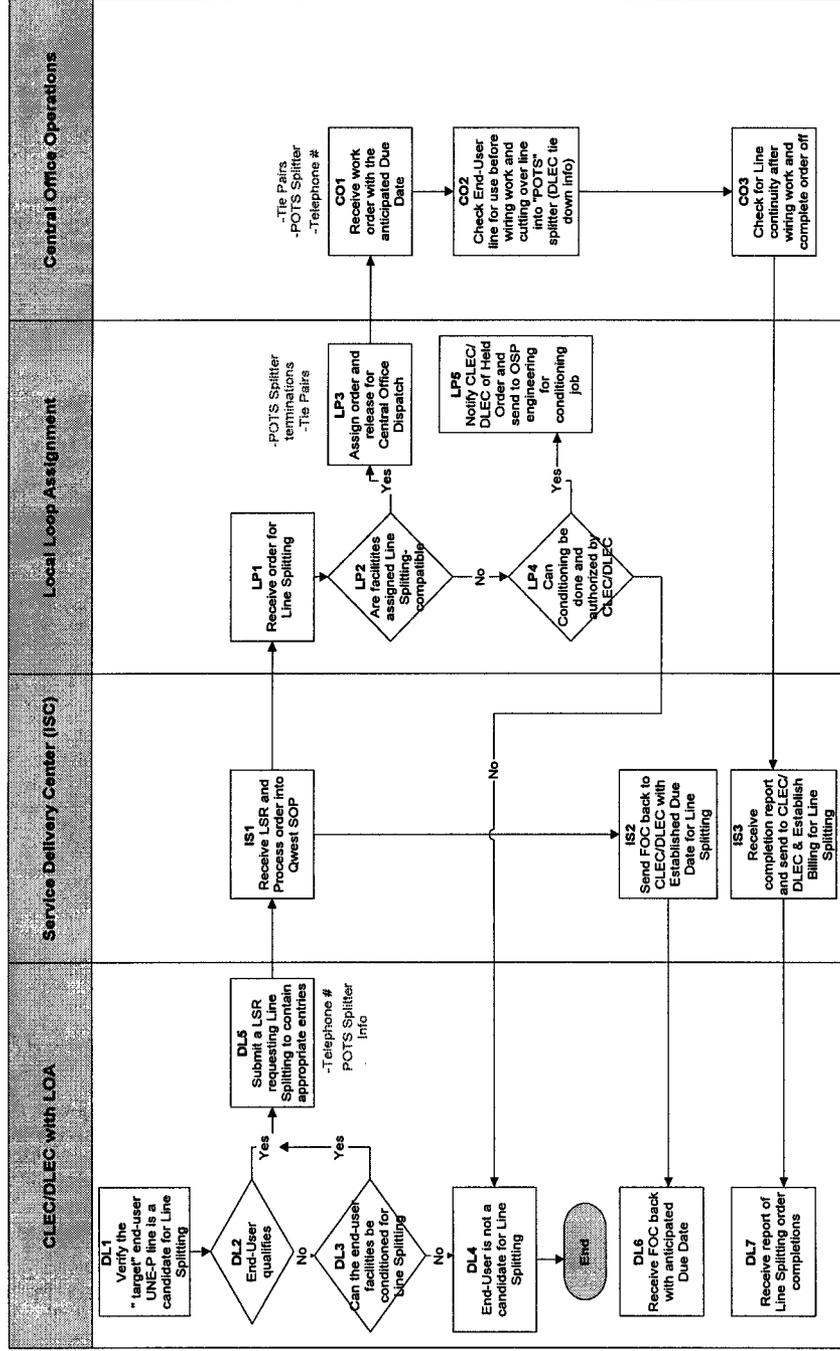
principles will guide the repair and maintenance process for UNE-P Line Splitting.

- 1.6.3.1 If an end user complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and CLEC/DLEC will work together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service without authorization from the CLEC/DLEC.
- 1.6.3.2 CLEC and DLEC are responsible for their respective end user base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective end users.
- 1.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on UNE-P Line Splitting in response to trouble tickets initiated by CLEC/DLEC. When trouble tickets are initiated by CLEC/DLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess CLEC the TIC Charge.
- 1.6.3.4 When trouble reported by CLEC/DLEC is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of CLEC/DLEC on a case-by-case basis. CLEC/DLEC may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC/DLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC/DLEC is responsible, Qwest will assess the appropriate miscellaneous charge to the CLEC.
- 1.6.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. CLEC/DLEC will leave one unused, spare splitter card in every shelf to be

## Proposed UNE-P Line Splitting language for Section 9 of SGAT

used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

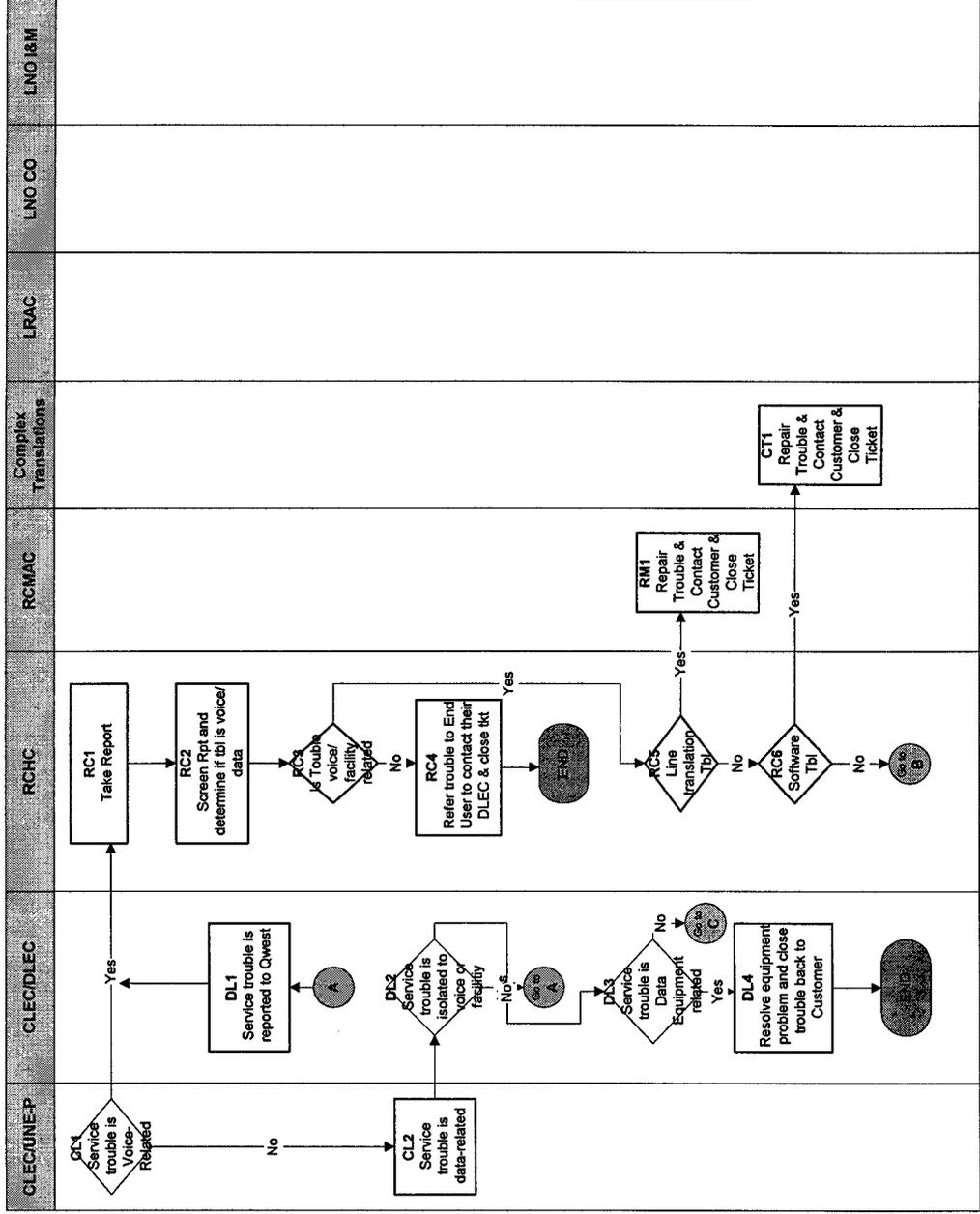
- 1.6.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing UNE-P Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.
- 1.6.6 Qwest, CLEC and DLEC will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.



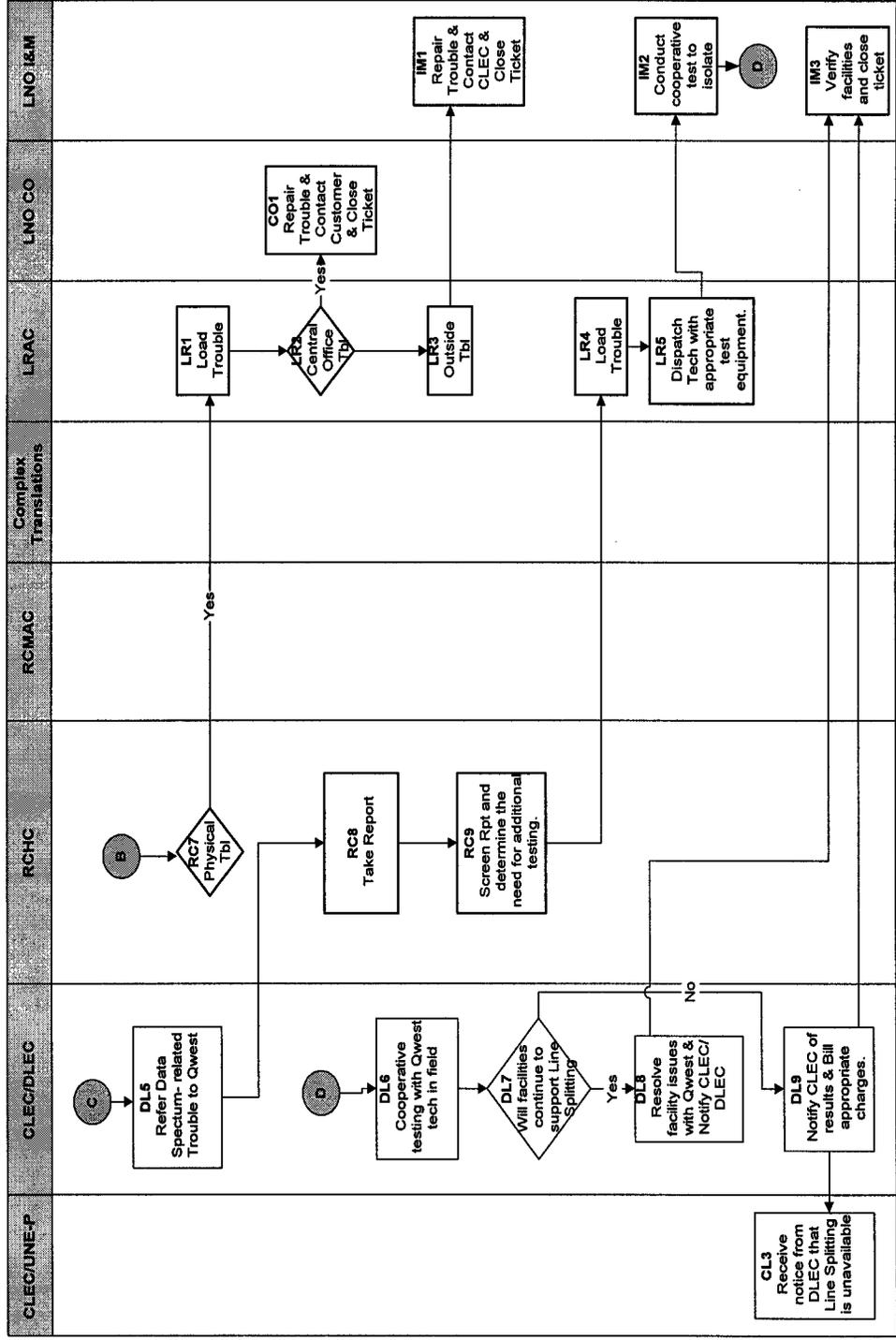
**LINE SPLITTING- PROVISIONING PROCESS SCENARIO**  
 Existing UNE-P voice from CLEC and establishes data capacity from DLEC

# Line Splitting/Split Loop Provisioning Task List

Assoc. Task #	Process
DL1	DLEC will verify Line Splitting candidates by accessing Loop Qualification tool available through IMA
DL2	DLEC determines from the IMA loop Qualification tool whether the end user's local loop is ADSL-qualified.
DL3	Can the end-user line be conditioned for Line Splitting
DL4	End of process if the line is not a candidate for Line Splitting.
DL5	When the loop is a candidate for Line Splitting the DLEC will submit an LSR to the ISC via IMA or FAX.
IS1	The ISC will received and review the LSR for completeness and accuracy before issuing an order into the service order processor.
IS2	Service Order Assistant sends firm order confirmation to the DLEC with the established due date for Line Splitting.
DL6	DLEC receives the firm order confirmation.
LP1	LFACS receives non designed order for Line Splitting.
LP2	Check is made between the equipment information on the order and the line information of the existing service.
LP3	If compatible, assign order and release for Central Office Dispatch.
LP4	If load coil or bridge tap exists and DLEC can not yet request conditioning the line is not a candidate for line Splitting.
LP5	Notify the DLEC to cancel order.
CO1	Central Office Tech receives work order with anticipated due date.
CO2	Check end-user line for use before wiring and cut over line into POTS splitter.
CO3	MLT is used to test circuit for continuity. The "POTS" splitter will not interfere with testing. No additional xDSL testing on the cable pairs or testing back to the DLEC DSLAM equipment is available. Complete work in WFA/DI and/or WFA/DO.
IS3	Service Order Assistant notifies DLEC of the completion of the line Splitting order. Billing to the DLEC is established in CRIS.
DL7	DLEC receives completion notification.



**LINE SPLITTING- MAINTENANCE PROCESS SCENARIO**  
 CLEC responsible for Voice reporting and CLEC/DLEC responsible for Data reporting



**LINE SPLITTING- MAINTENANCE PROCESS SCENARIO**  
 CLEC responsible for Voice reporting and CLEC/DLEC responsible for Data reporting

## Line Splitting/Split Loop Maintenance Task List

Assoc. Task #	Process
CL1	End user customer experiences voice related problem with service. CLEC reports trouble to Qwest.
CL2	End user customer experiences data problem with service.
DL1	DLEC reports trouble to Qwest
DL2	DLEC determines if trouble related to voice or facility. If facility report trouble to Qwest.
DL3	DLEC determines if data trouble.
DL4	DLEC resolves own data equipment trouble with the end user and closes their repair ticket with end user. Go to task 21.
DL5	CLEC refer data spectrum related trouble to Qwest. Go to step RC8.
RC1	The Repair Call Handling Center (RCHC) receives report and determines line splitting customer from records. and refers either the end user or the CLEC to a special number in the AMSC.
RC2	Screen report and determines if trouble is voice or data.
RC3	The Repair Call Expert (RCE) determines if the trouble is voice or facility related.
RC4	Refer end user with voice related trouble to their CLEC and close ticket.
RC5	RCE determines if trouble is line translation problem. If yes, go to step RM1.
RC6	RCE determines if trouble is software trouble related to Qwest. If yes, go the step CT1.
RC7	RCE determines problem is physical trouble related to Qwest. If yes, go to step LR1.
RC8	The RCHC takes report for data spectrum trouble.
RC9	Data spectrum trouble report screened to determine if additional testing in needed. If yes, go to LR4.
RM1	RCMAC repairs line translation trouble and contacts customer. Ticket is closed.
CT1	Complex translations repairs software trouble and contact customer. Ticket is closed.
LR1	LRAC loads physical trouble report techs.

## Line Sharing/Shared Loop Maintenance Task List

Assoc. Task #	Process
LR2	LRAC loads central office trouble to Central Office Tech (COT). Go to step CO1.
LR3	LRAC loads outside technician with outside physical trouble report. Go to step IM1.
LR4	LRAC loads data spectrum trouble report to outside technician with appropriate test equipment. Go to step IM2.
CO1	COT clears trouble in the central office, contacts customer and closes ticket
IM1	Outside technician repairs trouble in the field, contacts the customer and closes ticket out.
IM2	Outside technician conducts cooperative test to isolate data spectrum trouble. Go to step DL6.
DL6	DLEC performs cooperative testing with Qwest outside technician. .
DL7	CLEC determines if the facilities can continue to support Line Splitting. If yes, go to step DL8; if no go to step DL9.
DL8	Resolve facility issues with Qwest and the DLEC.
DL9	Notify of CLEC results and bill appropriate charges
IM3	Outside technician closes out the repair ticket.
CL3	CLEC receives notice from DLEC that line splitting is not available.