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**IN THE MATTER OF THE PETITION OF
ESCHELON TELECOM OF ARIZONA, INC.
FOR ARBITRATION WITH QWEST
CORPORATION, PURSUANT TO 47 U.S.C.
SECTION 252 OF THE FEDERAL
TELECOMMUNICATIONS ACT OF 1996**

DOCKET Nos. T-03406A-06-0572
T-01051B-06-0572

**QWEST CORPORATION'S
SUPPLEMENT TO ITS RESPONSE
MEMORANDUM ADDRESSING THE
PARTIES' COMPETING PROPOSALS
RELATING TO ISSUE 9-59, REPAIR
AND MAINTENANCE OF
COMMINGLED EELS**

Qwest Corporation ("Qwest") submits this supplement to its Response Memorandum Addressing the Parties' Competing Proposals Relating to Issue 9-59, which Qwest filed on September 26, 2008.

Qwest filed an attachment with its Response Memorandum containing its updated language proposal for Section 9.23.4.7 and related sub-sections of the parties' interconnection agreement ("ICA"). With this supplemental filing, Qwest is providing a red-lined version of its proposal that shows the differences between Qwest's language and Eschelon's competing language ("Attachment A"). This red-lined document should make it easier for the Administrative Law Judge and the Commission to identify the differences between the parties'

1 proposals. The document uses Eschelon's proposed language as the starting point and then
2 shows Qwest's additions and deletions to that language in red-lining.

3 Further, after reviewing the parties' filings of September 26, Qwest is able to remove two
4 language provisions from the dispute. First, in Section 9.23.4.7.2.3, Qwest had proposed to
5 include the phrase "and its test results" in the first sentence, which Eschelon opposed. Based
6 upon further review of Eschelon's proposal, Qwest is agreeing to drop that language from its
7 proposal. However, Qwest's proposed second sentence for that provision – "Qwest will open a
8 manual trouble report in that instance" – remains in dispute.

9 Second, Qwest's proposal submitted on September 26 did not include Eschelon's Section
10 9.23.4.7.5, which provides as follows: "The Parties will work together to address repair issues
11 and to prevent adverse impacts to End User Customer(s)." Based upon further consideration,
12 Qwest agrees with this language.

13 Both of these agreed modifications are reflected in Attachment A, the red-lined
14 document, and in a clean (*i.e.*, non-red-lined) version of Qwest's language that is provided
15 herewith as "Attachment B."

16
17 RESPECTFULLY SUBMITTED this 3rd day of October, 2008.

18 QWEST CORPORATION

19
20
21 By: 
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2 for filing this 3rd day of October, 2008, to:

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8 this 3rd day of October, 2008, to:

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Diane Kypar

ATTACHMENT A

**Qwest's Proposal for Section 9.23.4.7 and Sub-Sections
(Red-Lining Reflects Qwest's Changes to Eschelon's Proposal)**

9.23.4.7 Maintenance and Repair for UNE Component for Point-to-Point Commingled EELs (Point A to Point B, with no mux)

Deleted: of

9.23.4.7.1 For trouble screening, isolation, and testing for both circuits identified by CLEC in a Point-to-Point Commingled EEL, see Section 12.4.1.

Deleted: ,

9.23.4.7.2 For trouble reporting for both circuits identified by CLEC in a Point-to-Point Commingled EEL, see Section 12.4.2.

Deleted: ,

9.23.4.7.2.1.1 Qwest recognizes CLEC does not always have the ability to isolate trouble to the specific circuit when Commingling two circuits of the same bandwidth.

Deleted: 9.23.4.7.2.1 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, CLEC may provide both circuit IDs associated with the Commingled EEL in a single trouble report.¶

9.23.4.7.2.1.2 If CLEC believes it has the ability to isolate trouble to a specific circuit, CLEC will identify that circuit as the one it believes has the trouble, and will also provide the other circuit ID. If CLEC does not provide the circuit ID of the second circuit, Qwest will be unable to open a second trouble report and therefore will not do so.

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9.23.4.7.2.1.2.1 If CLEC is using CEMR to submit the trouble report, for example, CLEC will include the other circuit ID in the remarks section.

Deleted:

9.23.4.7.2.2 If trouble is found in the Qwest network on the first circuit identified by CLEC in its trouble report, Qwest will repair the trouble. A second trouble report will not be required if the trouble is found on the first circuit identified by CLEC in its trouble report.

Deleted:

9.23.4.7.2.3 If no trouble is found on the first circuit and CLEC has provided a second circuit ID in its trouble report, Qwest will test the second circuit. Qwest will open a manual trouble report in that instance.

Deleted:

9.23.4.7.2.4 If the trouble is isolated to the Qwest network on the second Commingled circuit, Qwest will open a second trouble report and repair the trouble. Qwest will contact CLEC with the trouble ticket number.

Deleted:

9.23.4.7.2.5 Qwest will assign and provide disposition codes as described in Section 12.4.4.

Deleted:

9.23.4.7.3. If Qwest dispatches and no trouble is found on either circuit associated with the Commingled EEL, Qwest may charge only one Maintenance of Service or Trouble Isolation Charge for the Commingled EEL.

Deleted:

9.23.4.7.3.1 No Maintenance of Service or Trouble Isolation Charge will apply if the trouble is in the Qwest network.

9.23.4.7.4. Although there may be two trouble reports, no time delay will result because Qwest will use the testing information from the first report to begin the repair process for the second report. Qwest will open the second trouble report without delay.

Deleted:

9.23.4.7.4.1 Because Commingled EELs are comprised of two different circuits, the time for quality service measurement will start and end with the opening and closing of the ticket associated with the specific circuit.

9.23.4.7.5 The Parties will work together to address repair issues and to prevent adverse impacts to End User Customer(s).

Deleted: The time for quality service measurement will start and end with the opening and closing of the trouble ticket associated with the specific circuit. In no event, however, shall the total repair commitment time be increased as a result. The total repair commitment time for a Commingled EEL shall not exceed the repair commitment time for the greater of either a UNE EEL or a special access/private line EEL for the same bandwidth.¶

¶ 9.23.4.7.4.1 . For example, if the repair commitment time for a UNE EEL is 4 hours and the repair commitment time for a special access/private line is 4 hours, the repair commitment time for a Commingled EEL will also be 4 hours.¶

ATTACHMENT B

Qwest's Proposal for Section 9.23.4.7 and Sub-Sections

9.23.4.7 Maintenance and Repair for UNE Component for Point-to-Point Commingled EELs (Point A to Point B, with no mux)

9.23.4.7.1 For trouble screening, isolation, and testing for both circuits identified by CLEC in a Point-to-Point Commingled EEL, see Section 12.4.1.

9.23.4.7.2 For trouble reporting for both circuits identified by CLEC in a Point-to-Point Commingled EEL, see Section 12.4.2.2.

9.23.4.7.2.1.1 Qwest recognizes CLEC does not always have the ability to isolate trouble to the specific circuit when Commingling two circuits of the same bandwidth.

9.23.4.7.2.1.2 If CLEC believes it has the ability to isolate trouble to a specific circuit, CLEC will identify that circuit as the one it believes has the trouble, and will also provide the other circuit ID. If CLEC does not provide the circuit ID of the second circuit, Qwest will be unable to open a second trouble report and therefore will not do so.

9.23.4.7.2.1.2.1 If CLEC is using CEMR to submit the trouble report, for example, CLEC will include the other circuit ID in the remarks section.

9.23.4.7.2.2 If trouble is found in the Qwest network on the first circuit identified by CLEC in its trouble report, Qwest will repair the trouble. A second trouble report will not be required if the trouble is found on the first circuit identified by CLEC in its trouble report.

9.23.4.7.2.3 If no trouble is found on the first circuit and CLEC has provided a second circuit ID in its trouble report, Qwest will test the second circuit. Qwest will open a manual trouble report in that instance.

9.23.4.7.2.4 If the trouble is isolated to the Qwest network on the second Commingled circuit, Qwest will open a second trouble report and repair the trouble. Qwest will contact CLEC with the trouble ticket number.

9.23.4.7.2.5 Qwest will assign and provide disposition codes as described in Section 12.4.4.

9.23.4.7.3 If Qwest dispatches and no trouble is found on either circuit associated with the Commingled EEL, Qwest may charge only one Maintenance of Service or Trouble Isolation Charge for the Commingled EEL.

9.23.4.7.3.1 No Maintenance of Service or Trouble Isolation Charge will apply if the trouble is in the Qwest network.

9.23.4.7.4 Although there may be two trouble reports, no time delay will result because Qwest will use the testing information from the first report to begin the repair process for the second report. Qwest will open the second trouble report without delay.

9.23.4.7.4.1 Because Commingled EELs are comprised of two different circuits, the time for quality service measurement will start and end with the opening and closing of the ticket associated with the specific circuit.

9.23.4.7.5 The Parties will work together to address repair issues and to prevent adverse impacts to End User Customer(s).