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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

REBUTTAL TESTIMONY

OF

KAREN STEWART

ON BEHALF OF

QWEST CORPORATION

July 24, 2009

(Disputed Issue No. 9-59)

Arizona Corporation Commission

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1 **I. Identification of Witness**

2 **Q. PLEASE STATE YOUR NAME.**

3 A. My name is Karen A. Stewart, and I filed direct testimony on behalf of Qwest Corporation
4 in this proceeding on April 20, 2009.

5 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

6 A. The purpose of my rebuttal testimony is to respond to the Responsive Testimony of
7 Eschelon witness Douglas Denney.

8 **Q. PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY.**

9 A. My testimony and that of Qwest witness, Timothy Gianes, demonstrate that Qwest has
10 implemented repair procedures for point-to-point, single bandwidth commingled EELs
11 that are consistent with industry standards and are based upon Qwest's existing repair
12 systems. Qwest has taken steps to modify its standard processes by permitting Eschelon
13 to include the circuit identification numbers of the UNE and non-UNE circuits of a point-
14 to point commingled EEL in the "remarks" section of a trouble report, as described in the
15 Direct Testimony of Mr. Gianes. This addition to Qwest's standard processes minimizes
16 the possibility of delays in the time for repairing these facilities. Eschelon's proposal that
17 would impose a single repair interval for the two different circuits that make up a
18 commingled EEL is unnecessary and is inconsistent with standard industry practices.
19 Further, as Mr. Gianes has established, Qwest's industry-standard repair systems are not
20 designed for the use of a single repair interval for two different circuits and would have to
21 be significantly modified if Eschelon's proposal were adopted. For these reasons, the
22 Commission should reject Eschelon's proposed language for the parties' Interconnection
23 Agreement ("ICA") that would impose a single repair interval.

24

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1 **II. Scope of the Proceeding**

2 **Q. PLEASE DEFINE THE ISSUE PRESENTED IN THIS PROCEEDING.**

3 A. Because Mr. Denney's testimony addresses a broad array of issues relating to commingled
4 EELs, it is important to review the procedural history leading to this proceeding and to
5 understand the proceeding's very limited scope. A review of that history demonstrates
6 that the only issues presented here are (1) whether the Commission should adopt
7 Eschelon's proposal for a single repair interval for point-to-point commingled EELs, and
8 (2) whether Qwest should be permitted to recover costs if the Commission adopts
9 Eschelon's proposal. Mr. Denney's testimony strays far beyond these narrow issues and
10 presents new proposals for the parties' ICA that are procedurally improper and
11 substantively flawed.

12 Disputes regarding the provisioning, ordering, repair, and billing of commingled EELs
13 were addressed in the parties' lengthy arbitration proceeding that began with Eschelon's
14 petition for arbitration filed September 8, 2006. Since that date, the parties have presented
15 extensive testimony on commingled EELs, hearings have been held, and multiple rulings
16 have been rendered by the Commission. Among those rulings, the Commission ordered
17 the parties to adopt Qwest's repair process for point-to-point commingled EELs.

18 While the Commission adopted Qwest's repair process, it did not adopt ICA language
19 implementing that process. Instead, it directed the parties "to negotiate and submit with
20 their compliance filing, language that incorporates Qwest's repair proposal."¹ The
21 Commission ruled further that if the parties were unable to agree upon language, "we will
22 re-open the arbitration to address the issue."² The arbitration was eventually re-opened
23 and the resulting Recommended Opinion and Order recommended adoption of Eschelon's
24 proposal for a single repair interval. However, the Commission did not adopt that
25 recommendation and, instead, ordered the Hearing Division to "schedule additional

26 ¹ Arbitration Order, Decision No. 70356 at 67.

² *Id.*

1 expedited proceedings to develop a record on the costs and benefits of Eschelon's
2 proposed single interval proposal, including whether Qwest has a right to recover the costs
3 of implementing a single repair interval for Commingled EELs."³ Thus, the only issues
4 properly addressed in this proceeding are whether the Commission should adopt a single
5 repair interval and whether it should permit Qwest to recover costs if that requirement is
6 adopted.

7 **Q. DOES MR. DENNEY ATTEMPT IN HIS RESPONSIVE TESTIMONY TO**
8 **BROADEN THE SCOPE OF THIS PROCEEDING TO ISSUES OTHER THAN**
9 **THE USE OF A SINGLE REPAIR INTERVAL FOR BOTH CIRCUITS OF**
10 **POINT-TO-POINT COMMINGLED EELS?**

11 A. Yes. In his Responsive testimony at pages 48-49, for example, Mr. Denney states that
12 consideration of Qwest's costs and procedures to repair commingled EELs in this current
13 proceeding should include a discussion of Eschelon's previously rejected proposal to use a
14 singled circuit identification number for both circuits of a commingled EEL. However,
15 that issue has already been decided, as shown by the following ruling in the Commission's
16 Arbitration Order:

17 Eschelon's proposals for ordering (Issue No. 9-58), circuit IDs
18 (Issue No. 9-58(a)), and billing (Issue No. 9-58(b)) related to
19 commingled EELs would require substantial changes to Qwest's
20 processes, which would result in undetermined, but potentially
21 substantial costs for Qwest. It would also appear to affect all other
CLECs requesting the same services from Qwest. Changes to these
processes are better addressed in the CMP, or similar forum, or in a
generic docket. Consequently, we adopt Qwest's proposed
language for issues 9-58, 9-58(a) and 9-58(b).⁴

22 As this quote shows, the Commission clearly rejected Eschelon's circuit ID proposal.
23 Mr. Denney's attempt to exceed the limited scope and to re-litigating this and other issues
24 is improper and should be rejected.

25
26

³ See Procedural Order, Feb. 18, 2009 (defining issues to be decided).

⁴ Arbitration Order, Decision No. 70356 at 66-67.

1 **Q. DOES THE COMMISSION'S ARBITRATION RULING QUOTED ABOVE**
2 **PROVIDE GUIDANCE CONCERNING HOW THE ISSUE OF A SINGLE**
3 **REPAIR INTERVAL SHOULD BE RESOLVED?**

4 A. Yes. It is significant that the Commission rejected Eschelon's proposals relating to
5 commingled EELs, in part, on the ground that they would require "substantial changes to
6 Qwest's processes" could impose "potentially substantial costs for Qwest." As
7 Mr. Gianes' testimony establishes, a requirement for Qwest to use a single repair interval
8 for both circuits of commingled EELs would impose both significant changes to Qwest's
9 processes and substantial costs, which is precisely what led the Commission to reject
10 Eschelon's other proposals relating to commingled EELs.

11 **Q. HAS ESCHELON DEMONSTRATED THAT IT HAS SUFFICIENT DEMAND**
12 **FOR COMMINGLED EELS TO JUSTIFY THE CHANGES AND COSTS IT IS**
13 **SEEKING TO IMPOSE ON QWEST?**

14 A. No. In addition, in a proceeding in another state, Eschelon has stated that it has no
15 forecasted purchases of point-to-point commingled EELs from Qwest. While Mr. Denney
16 will claim that Eschelon's lack of demand is the result of Qwest's supposedly burdensome
17 processes relating to point-to-point commingled EELs, it simply is not credible that
18 Qwest's use of a separate circuit IDs and separate, consecutive repair intervals for the two
19 circuits of a commingled EEL is enough to cause Eschelon not to order this service. In all
20 likelihood, there are other, undisclosed business reasons for Eschelon's lack of demand.
21 Whatever the reason, Eschelon should not be permitted to impose significant process
22 changes and costs on Qwest relating to a service for which it has shown no meaningful
23 demand.

24 **Q. AT PAGES 45-49 OF HIS TESTIMONY, MR. DENNEY CRITICIZES THE**
25 **TELCORDIA COST ESTIMATE PROVIDED WITH MR. GIANES' DIRECT**
26 **TESTIMONY ON THE GROUNDS THAT IT DOES NOT ASSUME THE USE OF**

1 **A SINGLE CIRCUIT ID NUMBER FOR POINT-TO-POINT COMMINGLED**
2 **EELS? IS THAT A LEGITIMATE CRITICISM?**

3 A. No. The first problem with this criticism is that the Commission rejected Eschelon's
4 demand for a single circuit ID number, and it would therefore be illogical to present a cost
5 estimate based upon the use of a single circuit ID. As Mr. Gianes explained in his direct
6 testimony, the cost estimate from Telcordia to modify Qwest's repair systems is based on
7 repairing a point-to point single bandwidth commingled EEL that is comprised of two
8 circuits -- a UNE circuit and a private line (or special access) circuit, each with its own
9 unique circuit identification number. As with all retail and wholesale circuits provided by
10 Qwest, each unique circuit has it own circuit identification number. Qwest's industry-
11 standard repair systems do not have built into them the capability to track or time the
12 opening or closing of a repair ticket for one circuit based on any testing or repair activities
13 that are taking place on a different circuit. But that is what would be required under
14 Eschelon's proposal for a single repair interval for both circuits of a point-to-point
15 commingled EEL.

16 **III. Eschelon's New Language Proposals for the Parties' Interconnection Agreement**

17 **Q. DOES MR. DENNEY PRESENT SEVERAL NEW LANGUAGE PROPOSALS**
18 **FOR THE PARTIES' INTERCONNECTION AGREEMENT IN HIS**
19 **TESTIMONY?**

20 A. Yes. Mr. Denney's presentation of new language proposals that go beyond the limited
21 issue of a single repair interval for point-to-point commingled EELs reflects Eschelon's
22 view that multiple issues relating to ICA Section 9.23.4.7 and repairs of commingled
23 EELs are being decided here. As I discuss above, however, the Commission's order
24 establishing this limited proceeding does not contemplate that the parties will inject new
25 disputes into the proceeding. Mr. Denney apparently believes that any new language
26 proposed for the ICA is no longer limited to the narrow issue of single repair interval but

1 that, instead, the Commission has opened the door to revisiting other aspects of the ICA
2 language relating to commingled EELs. That belief is wrong, as the discussion above
3 demonstrates. If Mr. Denney's approach were accepted, the net result would be that more
4 sub-sections of ICA Section 9.23.4.7 of the ICA language would be in dispute than when
5 this docket began.

6 This narrow issue under review is captured in the alternative proposals for sections
7 9.23.4.7.41 and 9.23.4.7.4.1.1. Unlike Eschelon, Qwest is not requesting any new
8 language at this stage in the proceeding.

9 **Q. AT PAGES 32-33 OF HIS TESTIMONY, MR. DENNEY EXPRESSES**
10 **BEWILDERMENT CONCERNING WHY QWEST INCLUDED TESTIMONY**
11 **REGARDING MULTIPLEXED EELS IN ITS DIRECT TESTIMONY. DO YOU**
12 **HAVE ANY COMMENT ON THIS ISSUE?**

13 A. Qwest was concerned because Eschelon had rejected all of Qwest's prior language
14 proposals that properly identified Section 9.23.4.7 as relating only to the repair of point-
15 to-point single bandwidth Commingled EELs and not to other types of EELs.
16 Mr. Denney's testimony now clarifies that the parties are in agreement that the ICA and
17 the dispute being addressed here are limited to point-to-point commingled EELs.
18 Accordingly, this is one belated proposal from Eschelon with which Qwest can agree.
19 Qwest accepts Eschelon's newly proposed Section 9.23.4.7, which provides:

20 9.23.4.7 Maintenance and Repair for UNE Component for point-to-
21 point Commingled EELs.

22 This language properly identifies that this section of the ICA addresses only the repair of
23 point-to-point commingled EELs.

24 **Q. IN THE ESCHELON NEWLY PROPOSED LANGUAGE FOR SECTION**
25 **9.23.4.7.1, ESCHELON HAS ADDED "FOR A DESCRIPTION OF POINT TO**
26 **POINT, SEE SECTION 9.23.4.4.1 & 9.23.4.5.4." DOES QWEST AGREE WITH**
THIS NEW LANGUAGE?

1 A. Qwest agrees that there is benefit in clarifying what a "point-to-point" means, but
2 recommends that the last reference to 9.23.4.5.4 be stricken, since it is unnecessary and
3 refers to an ordering detail for an all UNE EEL which could create confusion in the
4 context of Section 9.23.4.7.

5 **Q AT PAGES 17 THROUGH 19 OF HIS TESTIMONY, MR. DENNEY PROPOSES**
6 **REPLACING THE TERM "CIRCUIT" WITH "CIRCUIT ID" IN SEVERAL**
7 **SECTIONS OF 9.23.4.7 OF THE ICA. IS THAT AN APPROPRIATE CHANGE?**

8 A. No. It appears that Eschelon is proposing use of this term to advance the false premise that
9 a circuit "ID" does not mean "identification" of a unique number to identify a circuit in
10 the Qwest provisioning system as it always has been, but rather is used to identify only a
11 "portion" of a circuit. The proposal assumes incorrectly that somehow a "portion" of a
12 circuit could have a unique circuit "ID." The accuracy of this interpretation of Eschelon's
13 proposal is confirmed by Eschelon's related and newly proposed modifications to
14 9.23.4.7.2: "For trouble reporting, for both portions of a Point-to-Point Commingled EEL
15 identified by CLEC, see section 12.4.2.2."

16 This proposed change is simply for the purpose of attempting to support Eschelon's new
17 advocacy that a commingled EEL is a single circuit and not a combination of two circuits.
18 This is not consistent with standard industry practices and the common industry
19 understanding of what a circuit ID connotes, and Qwest therefore urges rejection of this
20 untimely proposal. Specifically, Qwest is concerned that at page 7, footnote 13,
21 Mr. Denney defines "ID" as meaning "identifiers." Again, at page 20 of his testimony,
22 Mr. Denney seems to imply that circuit "IDs" are circuit "identifiers" and in fact makes a
23 point of italicizing and bolding the word "identifiers" as if it means something different
24 than a circuit "identification" number as the term "ID" is commonly used. He continues
25 on page 20 by stating, "Clarity regarding the terminology will help avoid future disputes."
26 This is an admirable goal to be sure, but the confusing use of the word "identifiers" and

1 claiming "portions" of a circuit can have a different circuit identification number does not
2 bring any clarity to the ICA language.

3 As Mr. Denney correctly states in his Responsive testimony at page 15, ICA section
4 9.23.4.7.2 was not in dispute for ICA filing compliance purposes:

5 9.23.4.7.2. For trouble reporting, for both circuits identified by
6 CLEC in a point-to-Point Commingled EEL, see section 12.4.2.2.

7 In sum, Qwest does not agree to additional insertions of the term "ID" because Eschelon
8 is attempting to use a non-industry standard definition and understanding of the term
9 "ID." to advance its inaccurate position that a commingled EEL is not comprised of two
10 separate circuits. The Commission should reject Eschelon's attempt to redefine the
11 meaning of circuit "ID." The language in Section 9.23.4.7.2 should remain as it was when
12 the parties agreed to it, so that circuit "ID" refers to the identification numbers assigned to
13 each of the two separate circuits used with a commingled EEL.

14 **Q. AT PAGE 23 OF HIS TESTIMONY, MR. DENNEY PROPOSES DELETING**
15 **QWEST'S LANGUAGE IN SECTION 9.23.4.7.2.1.2 ESTABLISHING THAT**
16 **QWEST CANNOT OPEN A SECOND TROUBLE REPORT IF ESCHELON DOES**
17 **NOT PROVIDE QWEST WITH THE CIRCUIT ID NUMBER OF THE SECOND**
18 **CIRCUIT. IS MR. DENNEY'S PROPOSAL PROPER?**

19 **A.** No. Again, this is another newly proposed change that exceeds the limited scope of this
20 proceeding. Further, contrary to Mr. Denney's claim that the second sentence in this
21 section is unclear, the language is a critical component of the point-to-point commingled
22 EEL repair process and is a necessary provision of this section. This section should
23 remain as proposed by Qwest:

24 9.23.4.7.2.1.2 If CLEC believes it has the ability to isolate trouble
25 to a specific circuit, CLEC will identify that circuit as the one it
26 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.

1 If Eschelon does not provide the circuit identification number of the second circuit, Qwest
2 will not have the information needed to open the second trouble report and therefore will
3 be unable to so do. Further, the inappropriateness of this proposed deletion becomes even
4 clearer when considered in conjunction with the language in Section 9.23.4.7.4 of the
5 ICA, which provides:

6 9.23.4.7.4 Although there may be two trouble tickets, no time
7 delay will result because Qwest will use the testing information
8 gained from the first ticket to begin the repair process for the
9 second ticket, which Qwest will open without delay.

10 The combination of these two paragraphs would place Qwest in the position of having to
11 open a second trouble report without delay despite the fact that Qwest would be without
12 the circuit ID needed to open the second report. Consistent with industry standards and
13 practices, Qwest's repair systems depend on a valid circuit identification number to open a
14 trouble report. Accordingly, the Commission should reject Eschelon's proposal to delete
15 the second sentence of Section 9.23.4.7.4.

15 **Q. TO ADDRESS THE LIMITED ISSUE PRESENTED IN THIS PROCEEDING,**
16 **DOES QWEST HAVE RECOMMENDED LANGUAGE FOR SECTION 9.23.4.7??**

17 **A.** Yes Qwest's proposed language for this complete section of the ICA is set forth below.

18 9.23.4.7 Maintenance and Repair for UNE Component of Point-to-Point Commingled EELs.

19 9.23.4.7.1 For trouble screening, isolation and testing for both circuits identified by
20 CLEC in a Point-to-Point Commingled EELs, see Section 12.4.1. For a description of
21 "point-to-point", see Sections 9.23.4.4.1.

21 9.23.4.7.2 For trouble reporting, for both circuits identified ay CLEC in a Point to Point
22 Commingled EEL, see Section 12..4.2.2.

23 9.23.4.7.2.1 When CLEC reports a trouble through any of the means described in
24 Section 12.4.2.2, CLEC may provide both circuit IDs associated with the
25 Commingled EEL in a single trouble report using the remarks field.

26 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.

1 9.23.4.7.2.1.2 If CLEC believes it has the ability to isolate trouble to a specific
2 circuit, CLEC will identify that circuit as the one it believes has the trouble, and
3 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.

4 9.23.4.7.2.1.2.1 If CLEC is using CEMR to submit the trouble report, for
5 example, CLEC will include the other circuit ID in the remarks section.

6 9.23.4.7.2.2 If trouble is found in the Qwest network on the first circuit identified
7 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.

8 9.23.4.7.2.3 If no trouble is found on the first circuit and CLEC has provided a
9 second circuit ID in its trouble report, Qwest will test the second circuit. Qwest
will open a manual trouble report in that instance.

10 9.23.4.7.2.4 If the trouble is isolated to the Qwest network on the second
11 Commingled circuit, Qwest will repair the trouble. Qwest will contact CLEC with
the trouble ticket number.

12 9.23.4.7.2.5 Qwest will assign and provide disposition codes as described in
13 Section 12.4.4.

14 9.23.4.7.3 If Qwest dispatches and no trouble is found on either circuit associated with
15 the Commingled EEL, Qwest may charge only one Maintenance of Service or Trouble
Isolation Charge for the Commingled EEL.

16 9.23.4.7.3.1 No Maintenance of Service or Trouble Isolation Charge will apply if
the trouble is in the Qwest network.

17 9.23.4.7.4 Although there may be two trouble reports, no time delay will result because
18 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.

19 9.23.4. 7.4.1 Because Commingled EELs are comprised of two different circuits,
20 the time for quality service measurement will start and end with the opening and
closing of the ticket associated with the specific circuit.

21 9.23.4.7.5 The Parties will work together to address repair issues and to prevent adverse
22 impacts to End User Customer(s).

23 **Q. AT PAGE 29 OF HIS TESTIMONY, MR. DENNEY STATES THAT THE**
24 **WASHINGTON COMMISSION ADOPTED ESCHELON'S LANGUAGE**
25 **PROPOSAL FOR THIS ISSUE (9-59). IS THAT STATEMENT ACCURATE?**

1 A. No. First, Mr. Denney does not state what Eschelon language proposal he is referring to.
2 That omission makes his answer confusing, since there have been many Eschelon
3 proposals relating to commingled EELs, including the new language unveiled in
4 Mr. Denney's Responsive testimony. He states that the Commission adopted Eschelon's
5 language proposal for "this issue (9-59)," implying that the Washington Commission
6 adopted the proposal for a single repair interval. However, regardless which version he is
7 referring to, the Washington Commission did not adopt any requirement that a single
8 interval be used for the repair of point-to-point commingled EELs. Section 9.23.4.7 of
9 the Washington ICA currently reads:

10 9.23.4.7 Maintenance and Repair for UNE Component of Point-to-Point
11 Commingled EELs

12 9.23.4.7.1 When CLEC reports a trouble through any of the means described in
13 Section 12.4.2.2, so long as Qwest provides more than one circuit ID per
14 Commingled EEL, CLEC may provide all circuit IDs associated with the
15 Commingled EEL in a single trouble report (*i.e.*, Qwest shall not require CLEC to
16 submit separate and/or consecutive trouble reports for the different circuit IDs
17 associated with the single Commingled EEL). If CLEC is using CEMR to submit
18 the trouble report, for example, CLEC may report one circuit ID and include the
19 other circuit ID in the remarks section (unless the Parties agree to a different
20 method). Qwest will communicate a single trouble report tracking number (*i.e.*,
21 the "ticket" number) (described in Section 12.1.3.3.1.1) for the Commingled
22 EEL to CLEC at the time the trouble is reported.

23 9.23.4.7.1.1 If any circuit ID is missing from any Customer Service Record
24 associated with the Commingled EEL, Qwest will provide the circuit ID
25 information to CLEC at the time CLEC submits the trouble report.⁵

26 9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble
Isolation Charge (sometimes referred to as "No Trouble Found" charge) only if
Qwest dispatches and no trouble is found on both circuits associated with the
Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8,
CLEC may also charge only a single charge for both circuits associated with the
Commingled EEL.⁶

As is clearly demonstrated by the language in the Washington ICA, there is no
requirement for a single repair interval, contrary to Mr. Denney's suggestion otherwise.

⁵ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 114).

⁶ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 114).

1 **IV. Qwest's Single Bandwidth Commingled EELs are Offered Consistent with Industry**
2 **Standards**

3 **Q. MR. DENNEY ATTEMPTS TO SUPPORT HIS ARGUMENT THAT QWEST'S**
4 **PROCESSES FOR POINT-TO-POINT COMMINGLED EELS ARE IMPROPER**
5 **AND BURDENSOME BY FOCUSING ON CONVERSIONS OF UNE EELS. HOW**
6 **DO YOU RESPOND TO HIS CLAIM THAT A CONVERSION FROM AN ALL**
7 **UNE EEL TO A COMMINGLED EEL RESULTS IN A RE-USE OF THE SAME**
8 **PHYSICAL FACILITY AND THEREFORE RENDERS QWEST'S PROCESSES**
9 **UNNECESSARY.⁷**

10 A. Whether Qwest re-uses existing facilities has no bearing on what the appropriate terms
11 and conditions should be for a product or service. An analogy demonstrates this point.
12 Consider a customer who was using a residence local exchange dial-up service provided
13 over a copper pair line that had a repair commitment time of 24 hours. The customer then
14 installs a home office and re-uses the same copper pair line to install a local loop channel
15 termination connection to his new employer's private line network. Not only would the
16 rates be different, but the terms and conditions of the service would be fundamentally
17 different. Indeed, the repair commitment time in this circumstance could be reduced
18 from 24 to four hours, which would occur even though the customer would be using the
19 same copper loop. The relevant point is that the terms would change because the
20 customer obtained a new service, just as would be the case if a customer converted from
21 an all-UNE EEL to a commingled EEL served over the same facility.

22 In addition, in this hypothetical, the circuit identification number of the copper loop would
23 change from a 10 digit phone number to a private line circuit ID number. Qwest also
24 would not retain a 24 hour repair commitment for this loop because the end user had done
25 a re-use of facilities, but rather would use the appropriate four hour repair interval as
26

⁷ Denney pages 7-9.

1 determined by the new circuit ID. The efficiency of the whole national telephone network
2 is built on the concept that facilities will be re-used to support different services (even for
3 the same customer), and it is not relevant to the terms and conditions of a particular
4 service whether the service is provided over a re-used facility.

5 **Q. IS THERE ANY MERIT TO ESCHELON'S ASSERTION THAT LITTLE OR NO**
6 **EFFORT IS NEEDED TO CONVERT A UNE CIRCUIT TO A SPECIAL**
7 **ACCESS/PRIVATE LINE CIRCUIT AND THAT IT IS A SIMPLE BILLING**
8 **CHANGE?⁸**

9 A. No. First, I would note that the limited scope of this proceeding does not include a review
10 of Qwest's conversion policies. Further, as I describe above, whether a network facility
11 was used previously in a certain way or whether it was installed for a certain purpose is
12 irrelevant to determining the maintenance and repair procedures that apply to the service
13 that is being offered over the facility today. .

14 Moreover, Qwest disagrees with Mr. Denney's characterization of conversions as
15 requiring only a simple billing change. The conversion of a UNE circuit to a special
16 access/private line circuit involves substantial effort by multiple departments within
17 Qwest. The conversion of a UNE circuit to a special access/private line circuit involves
18 three functional areas within Qwest's ordering and provisioning organizations. These
19 areas address not only the accurate inventory of the circuit, but operational integrity,
20 accurate billing, and future maintenance and reliability.

21 **Q. MR. DENNEY STATES THAT QWEST IS MAKING COMMINGLED EELS AN**
22 **UNUSABLE ALTERNATIVE⁹ TO UNE EELS AND THAT QWEST IS RAISING**
23 **OPERATIONAL BARRIERS FOR THE CLEC¹⁰. DO YOU AGREE WITH**
24 **THESE STATEMENTS?**

25
26

⁸ Denney at page 9.

⁹ Denney at 10.

¹⁰ Denney at 2.

1 A. Absolutely not. Qwest has developed its repair interval polices for point-to-point
2 commingled EELs consistent with standard industry operational procedures. Each
3 network offering to a wholesale or retail customers has its own unique circuit
4 identification number of some type, and each has its own repair interval when there is
5 trouble on that circuit. Repair intervals are not tied to a re-use of facilities and they are
6 not tied to what provisioning process was used to install them. Nor are repair intervals
7 tied to the distance of the circuit, *e.g.*, a circuit across town may have the same repair
8 interval as a circuit that runs across the nation.

9 There is no attempt on the part of Qwest to raise an “operational” barrier to Eschelon or
10 any other CLEC in using the straightforward process I have outlined above. As Qwest
11 witness Mr. Gianes has testified, not only is this consistent with industry guidelines, it is
12 consistent with how the Qwest repair systems operate.

13 **Q. HOW MANY CIRCUITS HAVE BEEN IMPACTED BY THE TRRO SO FAR AT**
14 **QWEST?**

15 A. Qwest has converted just over 2100 circuits in 2006, 2007 and 2008.

16 **Q. DID ALL OF THESE CONVERSION CREATE COMMINGLED CIRCUIT**
17 **ARRANGEMENTS, AND SPECIFICALLY SINGLE BANDWIDTH POINT-TO-**
18 **POINT COMMINGLED ARRANGEMENTS?**

19 A. No. While Qwest does not have a way to count all of the single bandwidth point-to-point
20 commingled EELs in its network, it believes it is an extremely small percentage of the
21 TRRO-related conversions.

22 **Q. DOES THIS MEAN THAT QWEST ANTICIPATES THAT THE REPAIR**
23 **PROCESS FOR SINGLE BANDWIDTH POINT-TO-POINT COMMINGLED**
24 **CIRCUITS WILL APPLY TO A SMALL NUMBER OF CIRCUITS?**

25 A. Yes. Qwest believes the limited scope of the use of single bandwidth commingled EELs
26 does not justify a large expenditure of its limited IT resources to update its repair systems

1 to accommodate this non-standard industry application of a single repair interval over two
2 different circuits.

3 **Q. WHY DO YOU BELIEVE THERE ARE LIMITED APPLICATIONS FOR A**
4 **SINGLE BANDWIDTH POINT-TO-POINT EEL?**

5 A. I believe all network providers attempt to limit the amount of dedicated facilities (and in
6 particular interoffice transport facilities used to create a single bandwidth commingled
7 EEL) that are used to serve a single end-user customer, because it is not an efficient use of
8 network resources. The explosive growth of Voice Over Internet Protocol (VoIP) is a
9 current example of how the whole industry is attempting to decrease the use of dedicated
10 facilities on a large scale.

11 **Q. DO YOU HAVE ANY FINAL GENERAL COMMENTS ABOUT THE**
12 **CONVERSION OF UNE EELS TO SINGLE BANDWIDTH COMMINGLED**
13 **EELS IN A COMPETITIVE ENVIRONMENT?**

14 A. Yes. If a CLEC is required to do a conversion to a single bandwidth commingled
15 arrangement as Mr. Denney describes during his discussion of a conversion with a re-use
16 of facilities, it is typically because the transport circuit is between two non-impaired wire
17 centers. Therefore, the FCC and this Commission has determined this route to be non-
18 impaired, and Qwest is no longer required to provide access to DS1 or DS3 UNE loops, or
19 DS1 or DS3 inter-office transport. In making such a determination, the FCC has found
20 that sufficient alternatives are available to CLECs in the affected wire centers so that
21 unbundling of Qwest's facilities is no longer necessary to permit CLECs to compete in the
22 market. What this means is that for such affected wire centers, CLECs have facilities
23 available to them from other carriers, or they have the ability to construct their own
24 facilities, thereby making reliance on Qwest's DS1 and DS3 UNEs unnecessary.

25 This is inconsistent with the situation that Mr. Denney is trying to portray that Qwest's
26 private line services are Eschelon's only alternative and that somehow Qwest's repair

1 processes for point-to-point commingle arrangements has created a non-competitive
2 environment for the CLEC. First, this portrayal is based upon statements alone, not on
3 evidence of what is actually taking place in the marketplace. Second, the portrayal is
4 inconsistent with FCC findings of non-impairment. As those findings establish, Eschelon
5 has alternatives to using the Qwest private line network.

6 **Q. YOU HAVE MENTIONED INDUSTRY STANDARD PROCEDURES SEVERAL**
7 **TIMES. DO YOU HAVE REASON TO BELIEVE THE QWEST REPAIR**
8 **PROCESS FOR COMMINGLED EELS IS CONSISTENT WITH OTHER**
9 **PROVIDERS?**

10 A. Yes. Exhibit KAS-1, attached to my testimony, contains a copy of SBC's commingling
11 policy and general ordering information for commingled arrangements. SBC clearly
12 requires that each circuit in the commingled arrangement be ordered separately and that
13 repairs are managed separately. They also establish that a CLEC is responsible for
14 performing the trouble isolation to the specific circuit and that the CLEC must report the
15 trouble on that circuit to the correct repair center. The Qwest process allows for the
16 CLEC to report the trouble on the circuit it believes has trouble and if the circuit tests
17 clear, Qwest will open the second ticket and internally will do the referral to a different
18 repair center if necessary.

19 **V. PID/PAP Impacts of a Single Repair Interval**

20 **Q. DO YOU HAVE ANY COMMENTS REGARDING MR. DENNEY'S**
21 **STATEMENTS ADDRESSING QWEST'S CONCERNS ABOUT ISSUES**
22 **RELATING TO THE AFFECT ON ITS PERFORMANCE ASSURANCE PLAN**
23 **("PAP") OF MOVING TO A SINGLE REPAIR INTERVAL FOR COMMINGLED**
24 **EELS?**

25 A. Yes. First, Qwest agrees in concept with a portion of what Mr. Denney states on page 43.
26 Specifically, I agree that unless ordered differently by a state commission, performance

1 issues involving a UNE should be addressed in the ICA as part of a state-specific Qwest
2 Performance Assurance Plan, and performance concerns with a non-UNE circuit should
3 be addressed pursuant to the service arrangement that the circuit was obtained from (*e.g.*,
4 Qwest tariffs, price lists, catalogue or commercial agreements).¹¹ However, Eschelon, as
5 represented by Mr. Denney, continues to want to create some type of non-industry
6 standard hybrid single circuit made up of part a UNE and part a non-UNE. I would note
7 that neither the Arizona QPAP nor the Arizona private line and special access tariffs (*e.g.*,
8 tariffs, price lists, catalogue or commercial agreements) contemplates such a non-industry
9 standard hybrid circuit. Nor do they contemplate that the repair time of one type of circuit
10 would be intertwined with the repair of another type of circuit.

11 **Q. FOR EXAMPLE, ON PAGE 44 OF HIS RESPONSIVE TESTIMONY,**
12 **MR. DENNEY STATES IT WOULD "OVERCOMPLICATE" THE ISSUE IF A**
13 **NEW PID MEASURE WAS CREATED FOR COMMINGLED CIRCUITS. DO**
14 **YOU AGREE?**

15 **A.** I agree only to the extent that the existing performance measurements are applied to the
16 specific types of circuits for which they were developed. I do not agree as it relates to
17 using PIDs that apply only to UNEs to commingled circuits that are a combination of two
18 types of circuits, a UNE and private line/special access circuit. If Qwest is required to
19 develop a single repair interval over two circuits, than the associated maintenance and
20 repair PIDs developed for an all UNE circuit should not be utilized to gauge the
21 performance of the repair standard. New PIDs (for the UNE only) would need to be
22 developed, or in the alternative, the commingled circuits should be exempt from the
23 existing maintenance and repair PIDs.

24
25

¹¹ As Exhibit DD-30 to his testimony, Mr. Denney has attached a copy of an order from
26 the Qwest Alternative Form of Regulation docket in the state of Washington. That docket and the
order are not relevant to the Qwest Performance Assurance Plan in Arizona and should not have
any bearing on application of the Arizona Plan.

1 **VI. Cost Recovery**

2 **Q. IF THE COMMISSION ADOPTS ESCHELON'S PROPOSAL OF A SINGLE**
3 **REPAIR INTERVAL, SHOULD QWEST BE PERMITTED TO RECOVER THE**
4 **COSTS OF IMPLEMENTING THAT REQUIREMENT?**

5 A. Yes. It is a fundamental requirement of the Telecommunications Act of 1996 (established
6 by Section 252), that ILECs like Qwest be permitted to recover the costs, including the
7 costs of operation support systems, they incur to provide CLECs with access to services
8 mandated by the Act. Consistent with this requirement, Qwest must be permitted to
9 recover the costs of implementing a single repair interval if the Commission adopts
10 Eschelon's proposal. Requiring Eschelon to reimburse Qwest for these costs is consistent
11 with the basic principle of cost causation, as it is undisputed that Qwest would not incur
12 the costs but for Eschelon's demand.

13 **Q. IF QWEST IS REQUIRED TO IMPLEMENT THE SINGLE REPAIR INTERVAL,**
14 **WOULD THE RESULTING SYSTEMS MODIFICATIONS AND COSTS**
15 **PRODUCE ANY BENEFITS FOR QWEST'S RETAIL OPERATIONS?**

16 A. No. These changes would be solely for Eschelon and would not affect Qwest's retail
17 operations and customers. Indeed, Qwest does not allow retail customers to use a single
18 repair interval across two distinct circuits. Eschelon is therefore requesting what is fairly
19 characterized as a superior repair service – a service that exceeds what Qwest provides its
20 retail customers. If Eschelon succeeds in obtaining this superior service, it should be
21 required to pay for it.

22 **Q. WHAT METHOD SHOULD THE COMMISSION ADOPT TO PERMIT QWEST**
23 **TO RECOVER THE COSTS OF IMPLEMENTING ESCHELON'S PROPOSAL?**

24 A. If the Commission adopts Eschelon's proposal, Qwest recommends that in this
25 proceeding, the Commission declare and establish that Qwest is permitted to recover the
26 reasonable costs of implementing the proposal. The amount of Qwest's cost recovery

1 should be determined after Qwest completes implementation of the single repair interval
2 and the costs of implementation are fully known. Although the Telcordia estimate
3 provides a solid basis for forecasting Qwest's costs, it would be fairest to both parties to
4 determine the actual amount of Qwest's recovery after the costs are incurred. That will
5 ensure that there is no over-recovery or under-recovery. Accordingly, the Commission
6 should declare Qwest's right to recovery in this proceeding (if Eschelon's proposal is
7 adopted) and re-open the arbitration to determine the amount of cost recovery after
8 Qwest's completes implementation and incurs the costs.

9 **Q. MR. DENNEY ARGUES AT PAGE 52 OF HIS TESTIMONY THAT THE**
10 **COMMISSION DOES NOT NEED TO ADDRESS COST RECOVERY BECAUSE**
11 **SECTION 5.1.6 OF THE ICA ESTABLISHES A PROCESS FOR RECOVERING**
12 **COSTS? DOES THAT PROVISION ELIMINATE ANY NEED FOR THE**
13 **COMMISSION TO ADDRESS COST RECOVERY, AS MR. DENNEY CLAIMS?**

14 A. No. Section 5.1.6 of the ICA provides only that nothing in the ICA shall prevent either
15 party "from seeking to recover" costs. That is precisely what Qwest is doing here –
16 seeking to recover costs if Eschelon's proposal is adopted. Surely, Eschelon is not going
17 to agree voluntarily to compensate Qwest for the costs, as Mr. Denney's testimony makes
18 clear. Accordingly, a declaration and ruling from this Commission is essential.

19 **Q. HOW DO YOU RESPOND TO MR. DENNEY'S ASSERTION THAT THE COST**
20 **OF THE REPAIR SYSTEM MODIFICATIONS REQUIRED BY ESCHELON'S**
21 **PROPOSAL COULD BE RECOVERED THROUGH QWEST'S RATES FOR**
22 **PRIVATE LINE SERVICE.¹²**

23 A. This assertion is simply wrong. As a factual matter, Qwest's private line rates were
24 established long before Eschelon ever proposed a single repair interval and therefore those
25 rates could not possibly include the costs of implementing the proposal. Further,
26

¹² Denney Responsive Testimony at 54.

1 Mr. Denney provides no evidence that Qwest's private line rates, which are not governed
2 by the type of cost-based requirement set forth in Section 252 of the Act for UNEs,
3 include any of the systems-related costs that Eschelon's proposal would impose. In
4 addition, while I am not a lawyer, my understanding is that there is nothing in the 1996
5 Act's cost-based pricing requirement that permits prices to be set based upon comparisons
6 of prices for competitive services like private line that are not within Sections 251 and
7 252.

8 **VII. Conclusion**

9 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

10 **A. Yes.**

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1 ORIGINAL and 13 copies hand-delivered
2 for filing this 24th day of July, 2009, to:

3 Docket Control
4 ARIZONA CORPORATION COMMISSION
5 1200 West Washington street
6 Phoenix, Arizona 85007

7 COPY hand-delivered this same date to:

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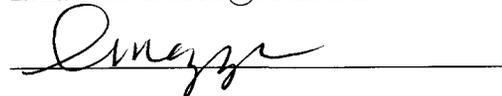


Exhibit KAS-1

Commingling

Current FCC rules now allow requesting telecommunication carriers to commingle UNEs and combinations of UNEs, with wholesale facilities or services it has obtained from the SBC ILEC (e.g., special access services purchased from an SBC tariff), subject to various limitations and restrictions. To request a commingled arrangement, a CLEC must first have language in its Interconnection Agreement (ICA) with the particular SBC ILEC which language permits commingling and provides the associated terms and conditions. Any commingling is subject to the terms and conditions of the ICA, and the lawful and effective FCC rules and orders, including without limitation 47 C.F.R. § 51.318(b).

One of the restrictions on commingling is found in the FCC's mandatory eligibility criteria adopted in the *Triennial Review Order*. FCC Rule 51.318(b). Commingled arrangements that are subject to that Rule must meet its requirements, and the CLEC must provide the SBC ILEC with certification on a circuit-by-circuit basis that those requirements are met. Please see SBC CLEC on line handbook product and services section under Commingling.

Mandatory Eligibility Criteria

Following is only intended as a summary of the FCC's mandatory eligibility criteria applying to certain commingled arrangements (as well as DS1/DS3 EELs) from FCC Rule 51.318(b), as informed by the *Triennial Review Order* where the FCC adopted and explained those criteria.

FCC Rule 51.318(b) applies to (1) an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, referred to as the "Included Arrangements").

CLEC (directly and not via an affiliate) must be certified to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

The following criteria must be 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:

- 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 SBC local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit

Commingling

(and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and

- 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 28 Local voice Telephone Numbers assigned to it; and
- 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
- Each circuit to be provided to each end user will terminate in a collocation arrangement that meets the requirements of FCC Rule 51.318(c); and
- Each circuit to be provided to each end user will be served by an interconnection trunk that meets the requirements of FCC Rule 51.318(d); and
- For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that will transmit the calling party's Local Telephone Number 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; and
- Each circuit to be provided to each end user will be served by a switch capable of providing local voice traffic.

Examples of Types of Commingled Arrangements

Inasmuch commingling was prohibited by the FCC prior to the *Triennial Review Order*, the absolute and relative demands for commingling and possible types of commingled arrangements are unknown. The SBC ILECs believe among the more common types, which may be requested without a BFR, would be the following:

1. UNE DS0 Loop connected to a channelized Special Access DS1 Interoffice Facility, via a special access 1/0 mux
2. UNE DS1 Loop connected to a non-channelized Special Access DS1 Interoffice Facility
3. UNE DS1 Loop connected to a channelized Special Access DS3 Interoffice Facility, via a special access 3/1 mux
4. UNE DS3 Loop connected to a non-channelized Special Access DS3 Interoffice Facility
5. UNE DS3 Loop connected to a non-concatenated Special Access Higher Capacity Interoffice Facility (e.g., SONET Service)
6. UNE DS1 Dedicated Transport connected to a channelized Special Access DS3 channel termination
7. UNE DS3 Dedicated Transport connected to a non-channelized Special Access DS3 channel termination
8. UNE DS3 Dedicated Transport connected to a non-concatenated Special Access Higher Capacity channel termination (i.e., SONET Service)
9. Special Access DS0 channel termination connected to channelized UNE DS1 Dedicated Transport, via a 1/0 UNE mux

Commingling

10. Special Access DS1 channel termination connected to non-channelized UNE DS1 Dedicated Transport
11. Special Access DS1 channel termination connected to channelized UNE DS3 Dedicated Transport, via a 3/1 UNE mux

The SBC ILECs are, and have been, developing and testing processes to accommodate commingling. CLEC Online will be updated periodically to reflect the completion status for testing. Commingling arrangements not included in the list shall be processed via the Bona Fide Request Process. Please refer to the Commingling Arrangement Availability spreadsheet for state specific availability.

Please contact the Local Account Manager with any questions you may have regarding commingling arrangements.

Commingling requests can be for new circuits or to have existing circuits reconfigured to terminate to an appropriate collocation arrangement. Please note that the re-configuration of a special access circuit to a commingled arrangement may trigger termination charges, if any, under the applicable tariffs or contracts.

New Commingling for the Listed Commingled Arrangements

All new commingling activity will require:

- Access commingling order must reflect the unique commingling project ID, NEWCMGL
- Orders must reflect one of the following unique non-billable commingling tracking USOCs, as appropriate:
 - KSTZQ.....Access
 - KSTZW.....Local

All new commingled activity will require the customer to:

- Relate install orders as needed
- On access orders,, use the appropriate project ID

Additional Requirements for Type 4. Above

- ASR submitted electronically via EXACT or Web Access to order the dedicated DS1 transport special access facility.
- LSR submitted to order the UNE DS1 loop - Must be manually faxed to CLEC's NON-ICR fax number.
- PON number of ASR must be cross referenced in the LSR Remarks field.
- PON number of LSR must be cross referenced in the ASR Remarks field.
- Both the LSR and ASR must reflect the unique commingling project ID, NEWCMGL

Reconfiguration of Existing Circuit to Listed Commingling Arrangement

All reconfiguration commingling activity (ASR/LSR) will require:

- Customer and service center coordination
- Orders must reflect one of the following unique commingling project IDs
 - SBCCMGL.....like-for-like reconfiguration/no downtime
 - SBCCMGLCOLLO.....physical change/downtime
- Orders must reflect one of the following unique non-billable commingling tracking USOCs, as appropriate (KSTY2-Access or KSTY1-Local)

Commingling

All reconfiguration commingled activity will require the customer to:

- o Issue disconnect and install orders as needed
- o Prior to the access disconnect order; the customer must issue an order to remove the access optional features that are not available with UNEs.
- o Relate disconnect and install orders as needed and use correct channel assignments
- o Use the appropriate project ID to prevent the order from being rejected

Note -- Termination liability charges will likely apply when an access circuit is disconnected prior to the expiration of any term and/or volume commitment. The SBC ILECs do not waive or otherwise affect any such termination liabilities by performing the commingling sought by CLEC.

Customer Downtime Associated with Reconfigurations

Customers will NOT experience downtime (provided the request is accurately submitted) on reconfigurations when:

- o The reconfiguration is like-for-like, i.e., when the existing circuit sought to be reconfigured already terminates to a 51.318(c) collocation arrangement and no new connection(s) are required
- o The reconfiguration is like-for-like, and includes meeting the mandatory eligibility criteria, including a 51.318(c) collocation arrangement which is already part of the existing design.

Customers WILL experience downtime on a reconfiguration when the circuit to be reconfigured was not terminated into a 51.318(c) collocation arrangement or when a new connection must be made, and thus requires the provisioning of a circuit into a 51.318(c) collocation arrangement. The amount of downtime will be determined on an individual case basis.

Repair on Commingled Arrangements

All repairs, trouble tickets, etc associated with a commingled arrangement will be handled by the appropriate centers supporting the segment of the commingled arrangement involved (i.e., Access center will handle Access segments; the Local center will handle UNE segments). The customer is responsible for identifying and reporting the problem to the appropriate center.

ASR Ordering

Information for CLECs unfamiliar with ordering via the Access Service Request can obtain information at: <https://access-os2.sbc.com/waoWeb/>

New customers would open the 'Getting Started' section at the top of the page and the instructions provide the steps on how to begin using the SBC ASR Ordering. The customer would want to become a Registered Customer. Prior to receiving an ID and password, the customer can select "Training" up in the right hand corner.