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AZ CORP COMMISSION
DOCKET CONTROL

October 5, 2009

Arizona Corporation Commission

DOCKET CONTROL

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DOCKETED BY *MM*

Via Overnight Delivery
Arizona Corporation Commission
Docket Control – Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

RE: 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 – **Compliance Filing – Substitute Pages**
Docket Nos. T-03406A-06-0572 & T-01051B-06-0572

Dear Sir or Madam:

Enclosed are an original and 15 copies of substitute pages (Section 9.23.4.7 to the end of Section 9, pages 228-239¹) to replace the associated pages in the compliance filing of the Qwest-Eschelon interconnection agreement (“ICA”) that was previously filed with the Commission on June 16, 2008. The arbitrator authorized the filing of substitute pages, instead of re-filing the entire ICA, during the September 4, 2008 hearing in this matter. (See 9/4/08 Transcript, p. 27, line 18 – p. 28, line 14; copy of excerpt from transcript enclosed.)

There are no changes to the exhibits. Therefore no substitute exhibit pages are needed. The exhibits, along with the remainder of the body of the ICA, are available via the Commission’s website.²

Eschelon requests that the Commission issue an order approving the compliance filing of the interconnection agreement as soon as possible.

I have enclosed an additional copy of this letter and request that you date stamp its receipt and return it to me in the enclosed self-addressed, stamped envelope.

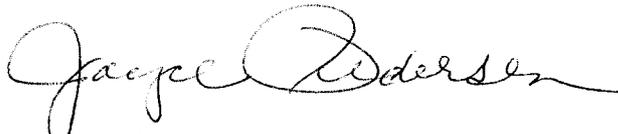
¹ Although only Section 9.23.4.7 and subparts changed, substituting that language resulted in the *page numbers* from Section 9.23.4.7 to the end of Section 9 also changing. Therefore, the substitute pages include the substantive changes to Section 9.23.4.7, along with the remaining pages of Section 9 (for which only the page numbers changed). Section 10 continues to start on page 240 (before and after substituting the enclosed pages), so there was no change to that page numbering, and no need to substitute those pages.

² The complete ICA (except for the enclosed substitute pages), with exhibits, is posted in eDockets at <https://edocket.azcc.gov/> as Image #0000085261 (6/16/08), Docket Nos. T-03406A-06-0572 & T-01051B-06-0572.

Arizona Corporation Commission
Docket Control – Utilities Division
October 5, 2009
Page 2

We appreciate your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Joyce Pedersen". The signature is written in black ink and is positioned above the typed name and contact information.

Joyce Pedersen
Legal & Regulatory Administrator
763-745-8465 (Direct)
JPedersen@integratelecom.com

Enclosures

cc w/enclosure to: Jane Rodda, ALJ, ACC
 Maureen Scott, ACC
 Steve Olea, ACC
 John M. Devaney, Qwest
 Norman G. Curtright, Qwest
 Jason D. Topp, Qwest
 Gregory R. Merz, Gray Plant
 Michael Patten, Roshka, DeWulf & Patten

1 BEFORE THE ARIZONA CORPORATION COMMISSION
2 PROCEEDINGS IN ARBITRATION

3

4 IN THE MATTER OF THE PETITION OF)
ESCHELON TELECOM OF ARIZONA, INC. FOR) DOCKET NOS.
5 ARBITRATION WITH QWEST CORPORATION,) T-03406A-06-0572
PURSUANT TO 47 U.S.C. § 252 OF THE) T-01051B-06-0572
6 FEDERAL TELECOMMUNICATIONS ACT OF)
1996.) PROCEDURAL
7) CONFERENCE

8

9

10

11 At: Tucson, Arizona

12 Date: September 4, 2008

13 Filed:

14

15

REPORTER'S TRANSCRIPT OF PROCEEDINGS

16

17

18

19

ARIZONA REPORTING SERVICE, INC.
Court Reporting
Suite 502
2200 North Central Avenue
Phoenix, Arizona 85004-1481

20

21

22

By: MICHELE E. BALMER
Certified Reporter
Certificate No. 50489

23

24 Prepared for:

25

1 consensual language.

2 With respect to the third issue, the 9.59 issue,
3 the parties are going to brief it and submit it for my
4 recommendation, and I'm going to do a recommended order on
5 that.

6 Was there any other issue that I failed to
7 address?

8 MR. DEVANEY: Judge, John Devaney. Just for
9 clarification, I'm assuming from this discussion that the
10 next compliance filing would await your order on this
11 remaining issue?

12 ALJ RODDA: I think that that's the most
13 efficient. Did you have some other thoughts?

14 MR. DEVANEY: No. I think that is most efficient
15 also, but I just wanted to clarify that.

16 ARBITRATOR RODDA: Mr. Merz or Ms. Clauson, did
17 you have any other ideas?

18 MS. CLAUSON: No. We would prefer to have one at
19 the end. My question -- this is Karen Clauson -- would
20 be, are we filing substitute pages? The compliance filing
21 is very long, and there's no electronic filing in Arizona.
22 Are we filing substitute pages, or are we filing the
23 entire contract with exhibits? And if so, can we have a
24 variance in the number of copies that have to be filed?

25 ARBITRATOR RODDA: I can't do that, but

1 Ms. Scott, what do you think? Do you think they can just
2 file the changes? The pages with changes?

3 MS. SCOTT: I don't see any problem with that,
4 and then just be inserted, I think, into the agreement, or
5 that could be indicated on the filing.

6 ALJ RODDA: Right.

7 Mr. Curtright or Mr. Devaney?

8 MR. DEVANEY: That's perfectly acceptable to
9 Qwest.

10 ARBITRATOR RODDA: I mean, it just seems like it
11 might save a few trees.

12 MR. DEVANEY: Sure.

13 ALJ RODDA: Okay. So that is fine, Ms. Clauson.
14 Good point.

15 MS. CLAUSON: Thank you.

16 ARBITRATOR RODDA: All right. So anything else?

17 MR. MERZ: Nothing from Eschelon's perspective.

18 MR. DEVANEY: And nothing from Qwest. Thank you,
19 Your Honor.

20 ARBITRATOR RODDA: Great. Well, it was nice
21 talking to you all again. Sorry I can't see you, but
22 maybe some day. Maybe in an Open Meeting. All right. So
23 I'll look forward to your briefs. Bye-bye.

24 (The Procedural Conference concluded at
25 10:00 a.m.)

ORIGINAL and 15 copies sent via overnight
delivery for filing this 5th day of October, 2009, to:

Arizona Corporation Commission
Docket Control – Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

COPY of the foregoing emailed, and sent by U.S. mail, to:

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In addition, an electronic copy of the body of the updated interconnection agreement, including substitute pages 228-239 (instead of 6/18/09 pages 228-239), was provided by email to each of the email addresses listed above, as well as by email to Shannon Kanlan (SKanlan@azcc.gov), Brian Bozzo (BBozzo@azcc.gov), and Carmel Hood (CHood@azcc.gov).

to address billing issues and to prevent adverse impacts to the End User Customer. For Commingling, see Section 24.

9.23.4.6.7 For Out of Hours Coordinated Installations rate elements, see Section 9.2.3.7.

9.23.4.6.8 A rearrangement nonrecurring charge ("NRC") as described in Exhibit A applies to each rearrangement described in Section 9.23.4.4.6.

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

9.23.4.7.1 For trouble screening, isolation and testing for both circuit IDs associated with a Point-to-Point Commingled EEL, see Section 12.4.1. For a description of "Point-to-Point," see Section 9.23.4.4.1.

9.23.4.7.2 For trouble reporting, for both circuit IDs associated with a Point-to-Point Commingled EEL, see Section 12.4.2.2.

9.23.4.7.3 Qwest recognizes CLEC does not always have the ability to isolate trouble to one of the two circuit IDs associated with a Point-to-Point Commingled EEL.

9.23.4.7.3.1 If CLEC isolates trouble to one of the two circuit IDs associated with a Point-to-Point Commingled EEL, CLEC will submit a Trouble Ticket to Qwest for that circuit ID. If CLEC submits a single Trouble Ticket pursuant to this Section 9.23.4.7.3.1, CLEC need not cross-reference the other circuit ID associated with the Point-to-Point Commingled EEL.

9.23.4.7.3.2 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, CLEC may open two Trouble Tickets (one for each circuit ID associated with the Point-to-Point Commingled EEL) consecutively (if trouble is reported electronically) or within one telephone call (if trouble is reported manually through the support centers). Qwest will assign trouble report tracking numbers for each circuit ID as described in Section 12.1.3.3.3.1.1.

9.23.4.7.3.2.1 When CLEC reports trouble electronically using the GUI interface, Qwest will provide CLEC notice containing assigned trouble report tracking numbers by email when CLEC provides an email address for such notices (or other process mutually agreed upon in writing). The trouble report tracking numbers will be posted to the electronic interface gateways (Electronic Bonding and GUI) consistent with Section 12.4.2. If CLEC opens two Trouble Tickets as described in Section 9.23.4.7.3.2, CLEC will indicate in the remarks field that the circuit ID is associated with a Commingled EEL. After receiving the assigned trouble report tracking numbers from Qwest, CLEC will edit the information for each Trouble Ticket with the trouble report tracking number associated with the other circuit ID (*i.e.*, CLEC will cross reference them) using the applicable field or function of the electronic interface gateways. The electronic interface gateways will notify Qwest of the cross-reference information.

9.23.4.7.3.2.2 When CLEC reports trouble manually through the support centers, Qwest when opening the trouble reports will include the assigned trouble report tracking number for the other circuit ID in the history function for each of the two trouble reports (*i.e.*, Qwest will cross-reference them).

9.23.4.7.3.3 If CLEC submits two Trouble Tickets as described in Section 9.23.4.7.3.2, Qwest will test and work both trouble reports simultaneously.

9.23.4.7.3.4 The time for quality service measurement will start and end with the opening and closing of each trouble report associated with the specific circuit ID. When the CLEC has opened two consecutive and immediate Trouble Tickets, one on each circuit ID of the Point-to-Point Commingled EEL, the total repair commitment time will not be increased as a result. The total repair commitment time for the Point-to-Point Commingled EEL shall not exceed the repair commitment time for the longer of the applicable individual Trouble Ticket commitment times.

9.23.4.7.3.4.1 If the repair commitment time for a UNE is 4 hours and the repair commitment time for a special access/private line service is 4 hours, the repair commitment time for the Point-to-Point Commingled EEL will be 4 hours. If one of the commitment times that applies to the separate trouble reports for the Point-to-Point Commingled EEL is longer, the longer commitment time will apply.

9.23.4.7.3.4.2 When submitting the trouble reports electronically, delay on the part of CLEC in submitting the second trouble report (beyond the time normally needed to submit two consecutive trouble reports) may result in a repair commitment time that is lengthened by a corresponding amount of time. The repair commitment time will not be lengthened if the delay is on Qwest's part (*e.g.*, delay in, or a Qwest failure, to provide a timely trouble report tracking number as described in Sections 9.23.4.7.3.2.1 and 12.1.3.3.3.1.1).

9.23.4.7.3.4.3 Qwest will track each trouble report individually within the Qwest repair systems, and each trouble report will carry its own unique information (*e.g.*, opening time, closing time, testing results). Qwest will maintain in the log of each trouble report the cross-reference information described in Section 9.23.4.7.3.2, which will be available to Qwest's technicians working on the repair. Qwest will use the testing information from one trouble report as needed to repair the trouble for the other trouble report, and vice versa.

9.23.4.7.5 If Qwest dispatches and no trouble is found in the Qwest network as to either circuit ID associated with the Point-to-Point Commingled EEL, Qwest may charge only one Maintenance of Service or Trouble Isolation Charge for the Point-to-Point Commingled EEL.

9.23.4.7.5.1 Qwest will repair the trouble if the trouble is in the Qwest network. No Maintenance of Service or Trouble Isolation Charge will apply if the trouble is in the Qwest network (as to one or both circuit IDs).

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

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

9.23.5 General UNE Combinations Rates and Charges

9.23.5.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and non-recurring application.

9.23.5.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE are contained in Exhibit A.

9.23.5.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination consistent with Section 252(d) of the Act and providing access to the UNE Combination and will be compliant with Existing Rules. These nonrecurring charges, if any, are described in Exhibit A.

9.23.5.1.3 If CLEC elects to use the SR process to obtain access to a different UNE Combination, the recurring rates for the UNE Combination will be no greater than the total of the recurring rates in Exhibit A in that combination, unless Qwest negotiates with CLEC that the particular SR request would require different recurring rates. Any disputes regarding different rates other than in Exhibit A would follow the dispute resolution process outlined in Section 5.18. While any such rate dispute is pending, Qwest shall make the different UNE Combination available at recurring rates for the UNE Combination that are no greater than the total of the recurring rates in Exhibit A in that combination, and those recurring rates will be Interim Rates.

9.23.6 UNE Combinations Ordering Process

9.23.6.1 Ordering processes are contained in Section 12 of this Agreement. The following is a high-level description of the ordering process for UNE Combinations:

9.23.6.1.1 Step 1: Complete product questionnaire with account team representative. See Section 3.

9.23.6.1.2 Step 2: Obtain Billing Account Number (BAN) through account team representative. See Section 21.

9.23.6.1.3 Step 3: Allow 2-3 weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.6.1.4 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR as appropriate. CLEC will provide the Connecting Facility Assignment (CFA) associated with each circuit pursuant to either Local Service Ordering Guidelines (LSOG) or, Access Service Ordering Guidelines

(ASOG). Submission of LSRs and ASRs is addressed in Section 12.

9.23.6.2 Service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.

9.23.6.3 Due Date intervals are established when Qwest receives a complete and accurate LSR or ASR made through the IMA, XML or QORA interfaces or through facsimile. For EEL, and all other UNE Combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For EEL, and all other UNE Combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.6.4 Intentionally Left Blank.

9.23.6.5 When Qwest's End User Customer or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to its End User Customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC, a New Service Provider, or CLEC request service be discontinued to the End User Customer. Qwest will notify CLEC OSS via interface or other agreed upon processes when an End User Customer moves to another service provider. (For Loss and Completion reports, see Section 12.) Qwest shall not provide CLEC or Qwest retail operations or personnel with the name of the other service provider selected by the End User Customer.

9.23.6.6 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.7 Billing

9.23.7.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.23.8 UNE Combinations Maintenance and Repair

9.23.8.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

9.23.9 Loop-Mux Combination (LMC)

9.23.9.1 Description

9.23.9.1.1 Loop-Mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) combined with a DS1 or DS3 multiplexed facility with no interoffice transport. The multiplexed facility is provided as an Interconnection Tie Pair (ITP) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.23.9.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

9.23.9.1.3 Qwest offers the LMC as a Billing conversion or as new Provisioning.

9.23.9.2 Terms and Conditions

9.23.9.2.1 A UNE Extended Enhanced Loop (EEL) may be combined with the multiplexed facility.

9.23.9.2.2 LMC will be provisioned where existing facilities are available or pursuant to the provisions of Section 9.1.2.1 of the Agreement.

9.23.9.2.3 The DS1 or DS3 multiplexed facility must terminate in a Collocation.

9.23.9.2.4 Intentionally Left Blank

9.23.9.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.23.9.2.6 Rearrangements may be requested for work to be performed by Qwest on an existing LMC, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC.

9.23.9.3 Rate Elements

9.23.9.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the Serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply and are contained in section 9.23.6 of Exhibit A.

9.23.9.3.2 LMC multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. LMC multiplexing is ordered with LMC Loops. The recurring and nonrecurring rates in Exhibit A apply.

9.23.9.3.2.1 3/1 multiplexing rates are contained in Exhibit A of this

Agreement, and include the following:

- a) **Recurring Multiplexing Charge.** The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.
- b) **Non-recurring Multiplexing Charge.** One-time charges apply for a specific work activity associated with installation of the multiplexing service.

9.23.9.3.2.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

- a) **Recurring Multiplexing Charge.** The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.
- b) **Non-recurring Multiplexing Charge.** One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 24 channels.

9.23.9.3.3 **DS0 Mux Low Side Channelization.** LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges as set forth in Exhibit A.

9.23.9.3.4 **Nonrecurring charges for Billing conversions to LMC** are set forth in Exhibit A.

9.23.9.3.5 **A rearrangement nonrecurring charge** as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC.

9.23.9.3.6 **Out of Hours Project Coordinated Installations** For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit, CLEC will incur additional charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Section 9 of Exhibit A.

9.23.9.4 **Ordering Process**

9.23.9.4.1 **Ordering processes for LMC(s)** are contained below and in Section 12 of this Agreement. Qwest will document its ordering processes in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:

9.23.9.4.1.1 Step 1: Complete product questionnaire for LMC(s) with account team representative.

9.23.9.4.1.2 Step 2: Obtain Billing account number (BAN) through account team representative.

9.23.9.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest Billing system.

9.23.9.4.1.4 Step 4: After account team notification, place LMC orders via an LSR.

9.23.9.4.2 Intentionally Left Blank

9.23.9.4.3 Service intervals for LMC(s) are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.

9.23.9.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA and XML interfaces or through facsimile. For LMC, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.9.4.5 Out of Hours Project Coordinated Installations: CLEC may request an out of hours Project Coordinated Installation. This permits CLEC to obtain a coordinated installation for LMC with installation work performed by Qwest outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours Project Coordinated Installations.

9.23.9.4.5.1 Intentionally Left Blank

9.23.9.4.5.2 To request out of hours Project Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours Project Coordinated Installation in the "remarks" section of the LSR.

9.23.9.5 Billing

9.23.9.5.1 For Connectivity Billing, Recording, and Exchange of Information,

see Section 21.

9.23.9.6 Maintenance and Repair

9.23.9.6.1 Qwest will maintain facilities and equipment for LMC provided under this Agreement. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. 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 Customer. "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. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.24.1.1 With regard to Qwest current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will negotiate an amendment to this Agreement at CLEC's request to eliminate the limitation of Loop Splitting to existing Unbundled Loops. Requests for other Loop Splitting applications must be submitted through the Special Request Process (SRP).

9.24.2 Loop Splitting General Terms

9.24.2.1 General

9.24.2.1.1 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.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User Customer. The

POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of record shall pay to convert back to an analog Loop.

9.24.2.1.5 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 Line Sharing Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 POTS Splitter Collocation requirements are covered in the Line Sharing Section of this Agreement.

9.24.3 Loop Splitting Rate Elements

The following Loop Splitting rate elements are contained in Exhibit A of this Agreement.

9.24.3.1 Recurring Rates for Loop Splitting

9.24.3.1.1 Interconnection TIE Pairs (ITP)- A monthly recurring charge to recover the costs associated with the use of ITPs. See Section 9.1 of Exhibit A.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop. See Section 9.4.4 of Exhibit A.

9.24.3.2 Non-recurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A non-recurring

charge for Loop Splitting installed will apply.

9.24.3.3 Non-recurring Rates for Maintenance and Repair

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

9.24.3.3.2 Additional Testing – The Customer of record 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.

9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 Exhibit A identifies the rates that have been approved by the Commission. The other rates are interim and will be subject to true-up based on either mutually agreed 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 established by the Commission.

9.24.4 Loop Splitting Ordering Process

9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in Section 12. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.24.4.1.3 Basic Installation “lift and lay” procedure will be used for all Loop 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.

9.24.4.1.4 The Customer of record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of record shall submit the appropriate LSRs associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.24.5 Billing

9.24.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.24.5.2 Qwest shall bill the Customer of record for all recurring and non-recurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS Splitter.

9.24.6.2 The Customer of record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the End User Customer premises and the Demarcation Point in Qwest Wire Centers. 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.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's web site.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of record" is defined for the purposes of this Section 9.24 as the CLEC that is the billed Customer for Loop Splitting. The Customer of record may designate an authorized agent pursuant to the terms of Sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited

to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.24.7.3 The Customer of record shall hold Qwest harmless with regard to any harm Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other Person who has obtained from the Customer of record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow Person to access the records of the Customer of record unless such access and security devices through the Customer of record were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.