

Qwest

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Carla M. Butler Lead Paralegal

April 27, 2011

Ms. Cheryl Walker Oregon Public Utility Commission Suite 215 550 Capitol Street NE Salem, OR 97301

Re:

Unbundled Loops Used to Provide xDSL Services Amendment to the Interconnection Agreement between LIGHTSPEED NETWORKS, INC., DBA

LS NETWORKS and QWEST CORPORATION

ERRATA PAGE 16 AND PAGE 18

ARB 509

Dear Ms. Walker:

Enclosed please find an original and two (2) copies of errata page 16 and page 18 for the above entitled Amendment. Also enclosed is a copy of the CLEC's e-mail concurring with the correction made to the Amendment. The electronic version was eFiled on this date.

Please feel free to contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Very truly yours.

Carla Butler Lead Paralegal

Enclosures

cc: Valerie Starr, LS Networks

NC/NCI code(s) to identify the new NC/NCI code(s). These NC/NCI code changes do not require project handling.

9.2.2.3.5.5.1.1.1 Regarding future changes to NC/NCI codes, see Section 9.2.2.3.5.5.3.1.

- 9.2.2.3.5.5.2 For Non-Embedded Base xDSL Capable Loops, the Parties agree to use the NC/NCI codes as described in Attachment 2 and Section 9.2.2.3.5.5.3. If, after a Non-Embedded Base xDSL Capable Loop is installed, CLEC desires a change in the NC/NCI code(s), CLEC will submit a service request to change the NC/NCI code(s) for Non-Embedded Base xDSL Capable Loops.
- 9.2.2.3.5.5.3 After the Final Implementation Date of this Amendment, CLEC will order xDSL Capable Loops using the applicable NC/NCI codes described in Attachment 2 to this Amendment.
 - 9.2.2.3.5.5.3.1 Particularly as technologies and industry standards change over time, NCI/SECNCI codes may be added or revised and will be available to CLEC. If those NCI/SECNCI codes in any respect replace or modify the codes identified in Attachment 2, Loops installed before Qwest implementation of such new or revised NCI/SECNCI codes will continue with the existing NCI/SECNCI codes as though the code were the new code or, if CLEC desires a change to conform to a revised code, the terms described in Section 9.2.2.3.5.5.1 will apply to changes in NCI/SECNCI codes in these circumstances.
 - 9.2.2.3.5.5.3.1.1 For example, at the time of execution of this Amendment, Qwest has not implemented the Telcordia NCI/NCI codes for HDSL2 (LX-N 02QB9.00E), so CLEC will order HDSL2 using the NC/NCI code identified in Attachment 2 (LX-N 02QB9.00H). If Qwest later implements the Telcordia NC/NCI codes for HDSL2 (LX-N 02QB9.00E), installed CLEC HDSL2 Loops at that time will continue to be treated as HDSL2 Loops (for all purposes, including Repair and Spectrum Management), even though Qwest begins using different NC/NCI codes for HDSL2. Installed CLEC HDSL2 customers will be the equivalent of Embedded Base xDSL Capable Loops at that point for this purpose. See Section 9.2.2.3.5.5.1. Qwest may not withhold services (e.g., Conditioning or trouble report submission) on the grounds that code(s) need changing (such as via CLEC service request, supplement or supplemental service request, or a project conversion) in this circumstance.

9.2.2.8 Loop Qualification/Make Up Information or Tool.

9.2.2.8.8 Qwest will provide CLEC with: (1) the formula(s)/algorithm(s) that Qwest uses for calculation of EML, and/or (2) a Loop Qualification tool that calculates insertion loss for xDSL Capable Loops, using the same formula(s)/algorithm(s) that Qwest uses for calculation of EML.

9.2.3 Unbundled Loop Rate Elements - xDSL Capable Loops

9.2.3.11 Rate Elements - Conditioning

9.2.3.11.1 The rates for the following rate elements for Conditioning of xDSL Capable Loops are set forth in Exhibit A of this Amendment.

described in Section 9.2.2.3.5.3.1 and Attachment 3 for xDSL Capable Loops as needed to isolate and fully resolve the trouble. If trouble is isolated to the Qwest network, Qwest will proceed to perform trouble isolation and work to resolve the trouble. At the time Qwest completes testing, Qwest will provide the test results to CLEC electronically. When CLEC does not submit the trouble report electronically, Qwest will contact CLEC by telephone to provide test results at the time Qwest completes testing. Qwest will charge CLEC the applicable optional testing charge.

- 12.4.1.6.4 Optional testing charges do not apply when CLEC performs trouble isolation. When CLEC submits a trouble report to Qwest with test results isolating trouble to the Qwest network, Qwest will not require CLEC to authorize optional testing charges and Qwest will not decline to proceed with Repair on the grounds that CLEC has not authorized optional testing. For xDSL Capable Loops, CLEC test results isolating trouble to Qwest's network may, for example, result from signal-to-noise ratio, Loop attenuation, margin, circuit resistance, or any of the tests identified in Attachment 3, and may include tests results such as those indicating bad splices, wet cable, opens, grounds, shorts, or Bridged Tap. When CLEC reports that CLEC has isolated trouble to the Qwest network, Qwest will proceed to perform trouble isolation and work to resolve the trouble.
- 12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard.

Butler, Carla

From:

Sullivan, Mary

Sent:

Monday, April 18, 2011 12:43 PM

To:

Butler, Carla

Subject:

FW: Errata pages to the Qwest xDSL Services Amendments - (Lightspeed-OR & WA)

Attachments:

Lightspeed-dba LS Networks-OR-xDSL Amd (2-17-11).rtf

Carla:

Attached is the revised xDSL Services Amendment for Lightspeed, in Oregon.

Below is my e-mail to CLEC and CLEC's agreement to file the Errata pages.

Thanks so much.....

Thank you, Mary Sullivan Contract Analyst Wholesale Legal 303-383-6543 mary.sullivan@gwest.com

From: Michael Weidman [mailto:mweidman@lsnetworks.net]

Sent: Wednesday, April 13, 2011 10:31 AM

To: Sullivan, Mary

Cc: Valerie Starr; Allison Miller

Subject: RE: Errata pages to the Qwest xDSL Services Amendments - (Lightspeed--OR & WA)

Hi Mary,

I am acceptable and agreeable to the page substitutions of pages 16 and 18 as you have indicated and edited/corrected below.

Kind regards,

Michael

Michael Weidman President & CEO

LS Networks

921 SW Washington St., Suite 370 Portland, OR 97205 Direct 503.414.0461 General: 503.294.5300

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From: Sullivan, Mary [mailto:Mary.Sullivan@gwest.com]

Sent: Tuesday, April 12, 2011 2:29 PM

To: Michael Weidman

Subject: Errata pages to the Qwest xDSL Services Amendments - (Lightspeed--OR & WA)

Mr. Michael Weidman
President & CEO
Lightspeed Networks, Inc. dba LS Networks
921 SW Washington St, Suite 370
Portland OR 97205

Phone: 503-414-0461

E-mail: mweidman@lsnetworks.net

Mr. Weidman:

I apologize up-front for any inconvenience around this issue; however, it has been brought to my attention that there is a Scrivener's error in the following two Sections of the xDSL Services Amendments to the Interconnection Agreements between Qwest Corporation and Lightspeed Networks, Inc. dba LS Networks, for the States of Oregon and Washington. The word "Discordia" should be "Telcordia", as shown below:

9.2.2.3.5.5.3.1.1 For example, at the time of execution of this Amendment, Qwest has not implemented the Discordia Telcordia NCI/NCI codes for HDSL2 (LX-N 02QB9.00E), so CLEC will order HDSL2 using the NC/NCI code identified in Attachment 2 (LX-N 02QB9.00H). If Qwest later implements the Discordia Telcordia NC/NCI codes for HDSL2 (LX-N 02QB9.00E), installed CLEC HDSL2 Loops at that time will continue to be treated as HDSL2 Loops (for all purposes, including Repair and Spectrum Management), even though Qwest begins using different NC/NCI codes for HDSL2. Installed CLEC HDSL2 customers will be the equivalent of Embedded Base xDSL Capable Loops at that point for this purpose. See Section 9.2.2.3.5.5.1. Qwest may not withhold services (e.g., Conditioning or trouble report submission) on the grounds that code(s) need changing (such as via CLEC service request, supplement or supplemental service request, or a project conversion) in this circumstance.

12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Discordia's Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard.

With your agreement, I will correct the Amendments and send replacement Errata pages only (pages 16 & 18) to the Commission and send you the finalized revised Amendments (via e-mail) for your records. This course of action avoids both Parties re-signing the Amendments or signing amendments to the Amendments.

Please let me know if you are agreeable to this resolution around this issue?

Thank you,
Mary Sullivan
Qwest Legal Department/Contracts
303-383-6543
mary.sullivan@gwest.com