



AdvancedTelCom

May 14, 2008

*Filed Electronically and FedEx Overnight Mail*

Public Utilities Commission of Oregon  
550 Capitol Street N.E.  
Suite 215  
Salem, Oregon 97301-2551

Re: In the Matter of the Petition of Advanced TelCom, Inc. for Commission  
Mediation of a Dispute with Qwest Corporation Pursuant to 47 U.S.C. §252(a)(2)  
Docket No. \_\_\_\_\_ (new)

Dear Sir/Madam:

Enclosed for filing is the original and two copies of Advanced TelCom Inc.'s ("ATI's") Petition for Commission Mediation of a dispute with Qwest Corporation ("Qwest") Pursuant to 47 U.S.C. §252(a)(2), along with the Affidavit of Douglas Denny and a Chronology with attachments. I have also included a Certificate of Service. ATI asks the Commission to mediate the dispute between ATI and Qwest regarding the relationship of the Parties' current Commission-approved Bridge Agreement Until New Interconnection Agreements Are Approved (negotiated by the Parties to address TRO/TRRO issues, including back billing, in the interim) and the negotiation/arbitration process to arrive at the new ICA. As indicated in the enclosed documents, ATI seeks mediation of:

- a. whether the Parties should honor the terms of their Commission-approved Bridge Agreement and focus on negotiation of a new ICA, including any TRO/TRRO issues (to replace the existing ICA) - resulting in **one arbitration** that produces a new comprehensive agreement, *as proposed by ATI*; or
- b. whether Qwest should be allowed to require the Parties to expend their own and the Commission's resources on two negotiations and **two arbitrations**, first in arbitration of an amendment to the existing ICA *commencing no later than May 25, 2008* -- and then again in a second arbitration after Qwest finally responds to CLEC's pending proposals that will result in a new agreement, replacing the arbitrated amendment, *as proposed by Qwest*.

If per Qwest the Bridge Agreement (including its back billing provisions) do not apply to ATI, the Commission should also mediate the effect of Qwest's allowing the arbitration

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window for amendments to existing ICAs to expire without filing a timely petition for arbitration of a TRO/TRRO amendment. The Commission's involvement in mediation would help in moving past the deadlock over how to proceed and allow the Parties to move forward with the work necessary to obtain appropriate ICA terms.

If you have any questions regarding this filing, please contact:

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Sincerely,



Tobe L. Goldberg  
Legal & Regulatory Administrator  
Integra Telecom  
Telephone: (612) 436-6084  
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Enclosures

cc: Alex Duarte, Qwest (email U.S. Mail)  
Dave Booth, Oregon PUC (email)  
Phil Nyegaard, Oregon PUC (email)  
Andrew Creighton, Qwest (email)  
Kathleen Salverda, Qwest (email)  
Deborah Hartl, Qwest (email)  
Paul Diamond, Qwest (email)  
Lisa Anderl, Qwest (email)  
Robert Kennedy, Qwest (email)  
Larry Christensen, Qwest (email)  
Steve Dea, Qwest (email)

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

In the Matter of:

Docket No. \_\_\_\_\_ (New)

The Petition of Advanced TelCom, Inc. for  
Commission Mediation of a Dispute with  
Qwest Corporation Pursuant to 47 U.S.C.  
§252(a)(2)

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**CERTIFICATE OF SERVICE**

I hereby certify that Advanced TelCom, Inc.'s Petition for Commission Mediation was e-filed on May 14, 2008, with an original and two copies sent by Federal Express Overnight Mail on May 14, 2008 to:

**Public Utilities Commission of Oregon  
550 Capitol Street N.E.  
Suite 215  
Salem, Oregon 97301-2551**


Copies were also served on May 14, 2008, by U.S. mail and/or email upon the following parties:

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Dated: May 14, 2008.

  
\_\_\_\_\_  
Tobe L. Goldberg

**BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON**

In the Matter of the Petition of Advanced TelCom, ) Docket No.  
Inc. for Commission Mediation of a Dispute with )  
Qwest Corporation Pursuant to 47 U.S.C. ) **ADVANCED TELCOM, INC.’S**  
§252(a)(2) ) **PETITION FOR COMMISSION**  
 ) **MEDIATION**

Advanced TelCom, Inc. (“ATI”), respectfully submits this Petition for Commission Mediation of a Dispute with Qwest Corporation and requests relief pursuant to 47 U.S.C. §252(a)(2). Qwest and ATI entered into an Interconnection Agreement (“ICA”), for service in the State of Oregon, that was approved by the Oregon Public Utility Commission on November 20, 1998, as referenced in Docket/Order No. 98-485 (“Agreement” or “existing ICA”). Per the term of the ICA, a replacement ICA will be negotiated (“new ICA”). The Parties agreed to amend the existing ICA to address TRO/TRRO issues in the interim via a filed “Bridge Agreement Until New Interconnection Agreements are Approved” between “Qwest Corporation (‘Qwest’) and Eschelon Telecom, Inc., on behalf of itself and its affiliates (‘CLEC’).”<sup>1</sup> At all times relevant to this dispute, ATI has been an affiliate<sup>2</sup> of Eschelon Telecom, Inc. The Parties are currently in negotiations regarding a new ICA to replace the existing ICA.

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<sup>1</sup> See Attachment 2 to Exhibit A to this Petition for Mediation.

<sup>2</sup> Sec. 3. [47 U.S.C. 153](Definitions) provides: “For the purposes of this Act, unless the context otherwise requires -- (1) AFFILIATE. -- The term “affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.”

ATI summarizes key facts relating to this Dispute in the enclosed **Chronology** (Exhibit A to this Petition), which is incorporated by reference and accompanied by supporting **Attachments**, which are identified below.<sup>3</sup>

**Brief Statement of Nature of the Dispute**

ATI asks the Commission to mediate the dispute between ATI and Qwest regarding the relationship of the Parties' current Commission-approved "Bridge Agreement Until New Interconnection Agreements Are Approved" (negotiated by the Parties to address TRO/TRRO issues, including back billing, in the interim)<sup>4</sup> and the negotiation/arbitration process to arrive at the new ICA. ATI seeks mediation of:

a. whether the Parties should honor the terms of their Commission-approved Bridge Agreement and focus on negotiation of a new ICA, including any TRO/TRRO issues (to replace the existing ICA) - resulting in **one arbitration** that produces a new comprehensive agreement, *as proposed by ATI*;

OR

b. whether Qwest should be allowed to require the Parties to expend their own and the Commission's resources on two negotiations and **two arbitrations**, first in arbitration of an amendment to the existing ICA *commencing no later than May 25, 2008* -- and then again in a second arbitration after Qwest finally responds to CLEC's pending proposals that will result in a new agreement, replacing the arbitrated amendment, *as proposed by Qwest*.

- If per Qwest the Bridge Agreement (including its back billing provisions) do not apply to ATI, the Commission should also mediate the effect of Qwest's allowing the arbitration window for amendments to existing ICAs to expire without filing a timely petition for arbitration of a TRO/TRRO amendment.<sup>5</sup> Specifically, the Commission should address whether Qwest is entitled to any ICA

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<sup>3</sup> Also accompanying this Petition for Mediation is the Affidavit of Douglas Denney verifying the facts in this Petition for Mediation.

<sup>4</sup> Order No. 06-078, ARB199(23) (Feb. 21, 2006). See Attachment 2 to Exhibit A to this Petition for Mediation.

<sup>5</sup> For example, would Qwest agree that CLECs may allow the Section 252 statutory arbitration window to expire without filing a petition for arbitration and then re-start the clock, if agreement is not reached, by commencing negotiations again for the same changes in law with another request letter (thus eliminating the need for agreed upon extensions of time)? If Qwest is allowed to proceed in that manner here, it should not be a unilateral procedure available to Qwest only.

language implementing TRO/TRRO changes in law (such as back billing), given that Qwest is the party seeking the benefit of the change in law and Qwest now claims ATI does not have a TRO/TRRO amendment (as it says the Bridge Agreement is inapplicable to ATI), but at the time Qwest did not file a timely petition for arbitration of a TRO/TRRO amendment.

Proceeding with getting a new ICA in place, consistent with the Bridge Agreement's terms, is the most efficient and effective way to implement the TRO/TRRO changes in law, if Qwest has not waived its rights to changes in law by not filing a timely petition for arbitration (given that it claims there is no bridge agreement for ATI). If the Parties can agree in mediation that the filed Bridge Agreement applies per its affiliate language to ATI until new ICAs are in place, then there is no reason to reach the waiver issue, as the Bridge Agreement anticipates that the TRO/TRRO changes in law (including back billing) will be addressed in new ICAs. ATI is willing to work with Qwest and the Commission on timing of that arbitration. ATI has offered to work ATI into the same schedule/arbitrations as Integra, ELI, and OneEighty (as set forth in Attachment 12 to Exhibit A to this Petition for Mediation),<sup>6</sup> should Qwest agree to this approach, to help streamline the process and gain efficiencies. The Commission's involvement in mediation would help in moving past the deadlock over how to proceed and allow the Parties to move forward with the work necessary to obtain ICA terms.

This approach gives Qwest ample time for review of the issues, which are basically the same for ATI as for Integra, ELI, and OneEighty, if the Bridge Agreement is in place. Despite Qwest's stated interest in addressing changes of law due to the TRO/TRRO, Qwest has delayed addressing changes of law, because it has failed to respond to ATI's proposals for Section 9 ("Unbundled Network Elements") of the new

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<sup>6</sup> As the entities are separate, they will each ultimately have a separate ICA, but the language is being negotiated together, using one multi-state negotiations draft, per ATI's initiative to gain efficiencies.

ICA, which include TRO/TRRO issues (since December 20, 2007 for the same language proposed by Integra/ELI for Section 9 and since March 28, 2008, when ATI indicated the same proposals apply for ATI as well). Qwest has testified previously about its alleged interest in uniformity in interconnection terms.<sup>7</sup> Given this opportunity to develop uniform terms for Integra, ELI, ATI, and OneEighty (whose proposals are, in many respects, the same as in the Qwest-Eschelon multi-state negotiations draft), however, Qwest is erecting barriers to creating uniformity.<sup>8</sup>

Qwest is intimately familiar with the Section 9 language addressing TRO/TRRO and other UNE issues proposed in December of last year, and yet Qwest has failed to respond to the Section 9 proposal. The same Qwest lead negotiator has handled Section 9 issues in negotiations with ATI, Eschelon, Integra, ELI, and OneEighty. She was lead negotiator for Qwest-Eschelon ICA negotiations from late 2005 throughout the conclusion of negotiations, including during the recent arbitrations. After that, she was the negotiator for Qwest in ICA negotiations with McLeod. McLeod established, as a result of Section 252 mediation in Minnesota, that the Eschelon ICA would be used as a starting point for the McLeod negotiations (instead of the Qwest template),<sup>9</sup> so she

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<sup>7</sup> See, e.g., Qwest Eschelon ICA arbitrations, OR ARB 775 Qwest Albersheim Direct, pp. 14, 26; Albersheim Rebuttal, pp. 14-15; Albersheim Surrebuttal, p. 12; WA UT-063061, Qwest Albersheim Direct, p. 3; Albersheim Rebuttal, pp. 15 & 18; Albersheim Surrebuttal, p. 10.

<sup>8</sup> As will be further addressed in arbitration of the new ICAs, Qwest's excessive, non-cost based rates for Collocation Transfer of Responsibility are a major obstacle to consolidating entities/ICAs.

<sup>9</sup> See MN P-5323,421/M-07-609. As with McLeod in Minnesota, Qwest insisted on use of its template as a starting point in negotiations with Integra/ELI, even though Eschelon and Qwest recently negotiated and arbitrated ICAs that could have been used as a starting point. Therefore, rather than request mediation of the starting point for negotiations (as McLeod was forced to do in Minnesota) and to avoid litigation, CLEC redlined the Qwest template with its proposals and provided the draft to Qwest in December of last year. Qwest's insistence on its template is the reason why the language in Section 9.5 in the example in Attachment 13 to Exhibit A to this Petition for Mediation shows as all open (instead of being closed with any minor changes from the Eschelon ICAs highlighted to show only any differences as open). Though the vast majority of the language is very familiar to Qwest through the Qwest-Eschelon negotiations and arbitrations, Qwest has still not responded to key sections of the December proposal

continued to work with this same Section 9 language. Then, she was assigned as negotiator of the Integra/ELI ICAs, including virtually identical Section 9 proposals.<sup>10</sup> In other words, as Qwest is intimately familiar with the Section 9 language, there is no reason for further delay. The parties should move forward with negotiations of new ICAs.

Ignoring the filed Bridge Agreement and negotiating and arbitrating an unnecessary TRO/TRRO amendment at this late date, however, detracts resources from efforts to negotiate new ICAs. Qwest's proposed approach unnecessarily burdens Commission and party resources. The parties' resources would be better spent focusing on service to their customers. Despite Integra's recent acquisition of Eschelon, including ATI, Integra's size (including ATI and all other entities) continues to pale in comparison to that of Qwest. For example, in 2007 Qwest's revenue of \$13,778 million<sup>11</sup> was **19.7 times** Integra's anticipated revenue for that year.<sup>12</sup> To put this in perspective, Qwest will earn more revenue by the third week in January than Integra earns all year. Although Qwest has claimed that CLEC's regulatory and legal staff is "extensive,"<sup>13</sup> the number of in-house attorneys at Integra, for all entities and all states, can be counted on one hand. Qwest has a far more extensive in-house legal and regulatory staff to handle these

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(including Interconnection, Collocation, Unbundled Network Elements, and OSS/Business Processes) – while at the same time Qwest has found time to prepare TRO/TRRO amendment proposals.

<sup>10</sup> See, e.g. example in Attachment 13 to Exhibit A to this Petition for Mediation.

<sup>11</sup> According to Qwest's Annual Report, page 32, Qwest's 2007 revenue was \$13,778 million. ([http://ww3.ics.adp.com/streetlink\\_data/dirq/annual/HTML2/qwest\\_ar2007\\_0032.htm](http://ww3.ics.adp.com/streetlink_data/dirq/annual/HTML2/qwest_ar2007_0032.htm))

<sup>12</sup> Based on an Integra August 31, 2007 press release announcing the closing of the Integra acquisition of Eschelon, Integra's 2007 pro forma revenue (including Eschelon) was expected to be \$700 million. ([http://www.integratelecom.com/about/news/news\\_releases/2007/2007-08-31\\_news\\_release.asp](http://www.integratelecom.com/about/news/news_releases/2007/2007-08-31_news_release.asp)) Because Integra is not a publically traded company, there is not a public source of Integra's financial data, including revenue.

<sup>13</sup> Qwest Post-Hearing Briefs in Qwest-Eschelon ICA arbitration, OR ARB 775, p. 6 (10/26/07) & WA UT-063061, p. 5, ¶14 (7/20/07).



multiple issues in multiple states.<sup>14</sup> Qwest benefits from taxing ATI's relatively fewer resources with unnecessary work, as there is less time for ATI/Integra to attend to the various pending Qwest proceedings in multiple states and to work on resolving customer-affecting issues (some of which are dealt with in the proposed new ICA). A Commission mediation would help the parties move past these issues and allow them to focus on the proper priorities.

Qwest has not adequately explained why it seeks to expend party and Commission resources on arbitrating an amendment given that new ICA negotiations between ATI and Qwest are in progress; ATI has provided its proposals as to TRO/TRRO issues as part of its Section 9 proposals in those new ICA negotiations; Qwest has not yet responded to the new ICA's Section 9 (even though it has had the same Section 9 language since Dec. 20, 2007); and any Qwest concerns (such as back billing) are already addressed by the filed and approved Bridge Agreement between Qwest and ATI.<sup>15</sup> A mediation would help identify any cause for concern and address it.

Regarding the Bridge Agreement, to accomplish Qwest's stated purpose of arbitrating an amendment and a new ICA ( both dealing with TRO/TRRO issues), Qwest chooses to read the affiliates term out of the Bridge Agreement. Though the filed Bridge Agreement expressly applies between "Qwest Corporation ('Qwest') and Eschelon Telecom, Inc., on behalf of itself and its affiliates ('CLEC')," Qwest apparently takes the position, based on a whereas clause,<sup>16</sup> that the Bridge Agreement applies only to certain

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<sup>14</sup> While Eschelon is in six Qwest states, Integra and its entities are in all but a few of the Qwest states.

<sup>15</sup> As indicated, the Bridge Agreement (Attachment 2) expressly applies "between "Qwest Corporation ('Qwest') and Eschelon Telecom, Inc., on behalf of itself and its affiliates ('CLEC')."

<sup>16</sup> "WHEREAS, the Parties have been in negotiations for replacement interconnection agreements ("ICAs") since before the TRRO was issued." See Bridge Agreement (Attachment 2), third Whereas clause.

affiliates that were participating in negotiations at the time the Bridge Agreement was entered into. The whereas clause, however, contains no such limitation. It anticipates that work done in the Qwest-Eschelon negotiations may reduce the work needed for negotiations of affiliate new ICAs. And, this has turned out to be the case, with the vast majority of ATI's new ICA proposal being the same as the negotiated Qwest-Eschelon ICA language. Although the Parties were negotiating a new ICA as stated in the whereas clause, of the CLEC entities, only Eschelon was participating in the negotiations.<sup>17</sup> In other words, Qwest's proposed reading would render the phrase "itself and its affiliates" meaningless because the phrase would refer to only Eschelon itself, and no affiliates. Terms of a contract, however, should be given effect. If a limitation on the affiliates were intended, the Parties would have expressly stated the limitation in the whereas clause or specifically in the terms of the amendment.

Instead, the terms of the Bridge Agreement itself define "CLEC" to include affiliates of Eschelon Telecom Inc. Similarly, Qwest's commercial QLSP agreement with Eschelon Telecom Inc. refers to Qwest and "Eschelon Telecom Inc. on behalf of its affiliates," and there is no dispute that the QLSP agreement applies to ATI. In other contexts, when Qwest intends an agreement to apply to a particular entity, Qwest does not refer to affiliates but instead specifically refers to the entity, such as Advanced TelCom, Inc. For example, the recent Performance Assurance Plan (PAP) Amendments between Qwest and ATI, for example, identify specifically Advanced TelCom, Inc.<sup>18</sup>

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<sup>17</sup> For example, the Qwest-prepared Qwest-Eschelon ICA multi-state negotiations draft of Nov. 6, 2006, provides in agreed upon language in Section 1.2: "This Agreement is effective upon the approval of the Commission, and is between Eschelon Telecom of **Arizona, Colorado, Minnesota, Oregon, Utah, Washington**, Inc (a "Competitive Local Exchange Carrier" or "CLEC"), a Minnesota corporation that has submitted a request, pursuant to this Agreement, . . ." (emphasis/shading in original).

<sup>18</sup> See PAP amendments, approved per Oregon Order No. 05-1098, entered 10/04/05 in Docket ARB 101(18); Washington Docket UT-980390, Final Order, dated 3/16/05.

Qwest expressly requested that the TRO/TRRO *amendment* negotiations, which resulted in the Bridge Agreement, apply to “Eschelon *and its affiliates*.”<sup>19</sup> The Bridge Agreement accounts for the possibility that affiliates may negotiate and arbitrate new ICAs on a separate timeline, in paragraph 1 of the Bridge Agreement, which states that the “Parties will work together upon Commission approvals of the new ICAs to expeditiously implement the provisions of the new ICAs.” The Bridge Agreement stays in place, therefore, until each new ICA is approved by the Commission.<sup>20</sup>

There is simply no reason for arbitrating a separate TRO/TRRO amendment at this late date, after the Parties are already negotiating a new, replacement ICA and while Qwest’s interests are protected by the filed Bridge Agreement. If Qwest nonetheless files an arbitration petition to arbitrate a new TRO/TRRO amendment, ATI will be forced to move to dismiss it and to ask that the Commission find that Qwest is acting in bad faith and in violation of the Bridge Agreement Until New Interconnection Agreements Are Approved. To attempt to avoid such litigation, help resolve these disputed issues, and move forward with negotiating a new ICA, ATI asks the Commission to mediate these issues.

### **Attachments**

The enclosed **Chronology** (Exhibit A to this Petition) is accompanied by the following **Attachments**:

#### **Att. Description**

- 1 Qwest request to commence negotiations “with Eschelon and its affiliates” for a TRO/TRRO Amendment to existing ICAs

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<sup>19</sup> See Attachment 1 to Exhibit A to this Petition for Mediation.

<sup>20</sup> See Attachment 2, §1, to Exhibit A to this Petition for Mediation.

- 2 Execution of “Bridge Agreement Until New Interconnection Agreements are Approved” between “Qwest Corporation (‘Qwest’) and Eschelon Telecom, Inc., on behalf of itself and its affiliates (‘CLEC’).”
- 3 Documents indicating Arizona is the only state commission to request an entity-specific Bridge Agreement (for Eschelon Telecom of Arizona, Inc.), while the other state commissions approved the only agreement executed by the parties and filed by Qwest in CO, MN, OR, UT and WA - between “Qwest Corporation (‘Qwest’) and Eschelon Telecom, Inc., on behalf of itself and its affiliates (‘CLEC’).”
- 4 Documents showing that, immediately after Eschelon received notice of Qwest’s non-joint filing of the Bridge Agreement with a state commission, Eschelon inquired why Qwest’s cover filing did not also identify ATI, which is “an affiliate in OR (and WA).”
- 5 Qwest document indicating Qwest had not “yet” filed a “similar amendment for ATI.”
- 6 Qwest document indicating Qwest had not created the Bridge Amendment for ATI but had concluded unilaterally that one was necessary and had already initiated work to have its contract department send it out
- 7 CLEC’s 1/30/06 email inquiring about the status
- 8 Documents relating to Qwest’s 6/14/06 attempt to again request to commence negotiations with ATI, an affiliate of Eschelon, for a TRO/TRRO Amendment to existing ICAs
- 9 Email exchange of 6/21/05 relating to Bridge Agreement for ATI
- 10 Documents relating to Qwest’s 12/18/07 attempt to yet again request to commence negotiations with ATI, an affiliate of Eschelon, for a TRO/TRRO Amendment to existing ICAs
- 11 ATI documents commencing negotiation and arbitration of a new ICA in OR & WA and indicating that ATI’s proposed language is the same as proposed language that Integra and ELI provided to Qwest on 12/20/07, to which Qwest has not yet responded
- 12 Written letters extending the arbitration windows for new ICA negotiations between Qwest and Integra and Qwest and ELI
- 13 Example - Network Interface Devices - contains pages relating to Network Interface Devices from the Qwest-Eschelon 9/19/07 multi-state draft (agreed upon language in Section 9.5); CLEC’s 12/20/07 negotiations proposal (which as of

3/28/08 is also ATI's proposal, and which is the same as agreed upon language in the Qwest-Eschelon negotiations) (Section 9.5), and Qwest's 5/6/08 TRO/TRRO amendment proposals for OR & WA (Section 3.1.9)

**Contact Information for the Parties**

ATI is a Competitive Local Exchange Carrier ("CLEC") and its address is:

Advanced TelCom, Inc.  
730 2<sup>nd</sup> Avenue South, Suite 900  
Minneapolis, MN 55402

Contacts related to this matter should be directed to:

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Qwest is an incumbent local exchange carrier ("ILEC") and its address is:

1801 California Street  
Denver, Colorado 80202

On information and belief, contacts relating to this matter should be directed to:

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ATI requests that the Commission grant this Petition for Mediation and help resolve the impasse issues described above.

May 14, 2008

By: /s/ Mark P. Trincher  
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COUNSEL FOR ADVANCED TELECOM, INC.

**EXHIBIT A TO ATI’S PETITION FOR COMMISSION MEDIATION:  
QWEST-ATI CHRONOLOGY**

<b>DATE</b>	<b>SUBJECT</b>	<b>DESCRIPTION</b>
12/31/04	ATI = Affiliate	Eschelon acquired ATI (i.e., ATI is an affiliate <sup>1</sup> of Eschelon)
11/09/05	Qwest-initiated TRRO amendment negotiations - affiliates	Qwest sent its “request to initiate negotiations with Eschelon <i>and its affiliates</i> for a TRO/TRRO Amendment for our current ICAs.” <b>See Attachment 1</b> (emphasis added).
Dec. 2005	TRRO amendment executed - affiliates	Execution of “Bridge Agreement Until New Interconnection Agreements are Approved” between “Qwest Corporation (‘Qwest’) and <i>Eschelon Telecom, Inc., on behalf of itself and its affiliates</i> (‘CLEC’). <i>Qwest and CLEC are referred to separately as a ‘Party’ or collectively as the ‘Parties.’</i> ” Mr. Christensen signed on behalf of Qwest, and Mr. Oxley signed on behalf of “Eschelon Telecom, Inc.” <ul style="list-style-type: none"> <li>• After referencing the TRO and TRRO, the agreement (p. 1) provides that the “Parties elect to address the changes of law as part of their new ICAs for each state (Arizona, Colorado, Minnesota, Oregon, Utah, and Washington) (‘new ICAs’) and <i>not as an amendment to the existing ICAs</i> between Qwest and <i>CLEC for each such state</i> (‘existing ICAs’).” The agreement makes <i>no</i> exception for any affiliate in any of these states, including affiliates not yet in negotiations.</li> <li>• The agreement (p. 1) identifies that the Parties have extensions of time for pending requests for negotiation only as to “negotiations and arbitration of their <i>new ICAs</i>.”</li> <li>• §1 states that the “Parties will work together upon Commission approvals of the new ICAs to expeditiously implement the provisions of the new ICAs” without providing any dates, as at that time the Parties did not know when each ICA for each affiliate in each state would be approved.</li> <li>• §2 provides for transition periods and allows Qwest to back bill as described in the agreement.</li> </ul> <b>See Attachment 2</b> (emphasis added).
12/15/05	Arizona = only state to request entity-specific amendment (instead of “affiliates”)	Qwest informed “Eschelon Telecom, Inc.” that the Arizona Corporation Commission requested an ICA amendment that specifically identified “Eschelon Telecom of Arizona, Inc.” instead of “Eschelon Telecom, Inc., on behalf of itself and its

<sup>1</sup> Sec. 3. [47 U.S.C. 153](Definitions) provides: “For the purposes of this Act, unless the context otherwise requires -- (1) AFFILIATE. -- The term "affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.”

DATE	SUBJECT	DESCRIPTION
		<p>affiliates,” and Qwest provided a revised amendment for Arizona only. ATI does not do business in Arizona. <b>See Attachment 3</b></p> <p><i>Note:</i> No other state commission similarly requested revision of the filed “Bridge Agreement Until New Interconnection Agreements are Approved” between “Qwest Corporation (‘Qwest’) and Eschelon Telecom, Inc., on behalf of itself and its affiliates (‘CLEC’).” Therefore, there is <i>no</i> amendment filed in Oregon between Qwest and only Eschelon Telecom of Oregon, Inc., and there is no amendment filed in Washington between Qwest and only Eschelon Telecom of Washington, Inc.</p>
12/19/05	Qwest unilateral cover filing without copy to CLEC - OR	Qwest filed the “Bridge Agreement Until New Interconnection Agreements are Approved” for approval in Oregon, but did not provide its filing/cover to CLEC for review before filing. Qwest referred in the unilateral portion of its filing to “Eschelon Telecom of Oregon, Inc.” without consulting CLEC and in spite of affiliates language in the filed “Bridge Agreement Until New Interconnection Agreements are Approved” to the contrary.
12/28/05	CLEC question – ATI is also affiliate	CLEC forwarded a 12/27/05 OR PUC Notice of Acceptance and New Activity to Qwest and said: “I did not see the document before filing but see that it lists only Eschelon. Advanced Telecom Inc. is also an affiliate in OR (and WA). We have not yet received a copy of the Qwest filing by mail. Was ATI part of the filing or did you file ATI separately, so that we will receive a separate electronic filing by email for ATI?” <b>See Attachment 4, p. 1</b>
1/04/06	CLEC repeats question – ATI is also affiliate	As Qwest did not respond, CLEC sent another email: “Qwest has not responded to the email below that we sent to Qwest a week ago. Perhaps, since you handled the bridge agreement negotiations for Qwest, you could get us a response from Qwest. In addition, it is unclear whether Qwest is copying Eschelon on all of its filings with the Commissions. We have not seen anything yet in some of the states. In my earlier email to you, I asked Qwest to copy Eschelon on such filings. In addition, the service/filing and ex parte rules in the states may require that Eschelon receive copies of such filings. Please let us know when and where Qwest has filed the Bridge Agreement to date and please be sure Eschelon receives copies of all such filings. If Qwest has not yet filed it in some states, please let us know when Qwest plans to do so.” <b>See Attachment 4, p. 2</b>
01/05/06	Qwest unilateral cover filing without enclosure for CLEC - WA	Qwest filed the “Bridge Agreement Until New Interconnection Agreements are Approved” between “Qwest Corporation (‘Qwest’) and Eschelon Telecom, Inc., on



DATE	SUBJECT	DESCRIPTION
		behalf of itself and its affiliates ('CLEC'). Qwest referred in the unilateral portion of its filing to "Eschelon Telecom of Washington, Inc." without consulting CLEC and in spite of affiliates language in the filed "Bridge Agreement Until New Interconnection Agreements are Approved" to the contrary. Qwest indicated on the letter that it was sending a copy of the cover letter to CLEC "without enclosure."
01/05/06	Qwest to file "similar" amendment for ATI	Qwest paralegal note states: "Per your request, enclosed is a copy of the Bridge Amendment for Eschelon. I have not <i>yet</i> filed a <i>similar</i> amendment for ATI." <b>See Attachment 5</b> (emphasis added).
01/09/06	CLEC inquired again about timing of similar filing for ATI	CLEC, not having received a response from Qwest to its 1/04/06 email, inquired again and said: "Today, we received a copy of the Oregon Qwest filing of the Bridge agreement for Eschelon (the one that was sent by the staff by email) from Qwest. Enclosed was a note from Carla Butler of Qwest indicating that Qwest has not <i>yet</i> filed a <i>similar</i> amendment for ATI in OR. She did not indicate when it would be filed." (emphasis added) <b>See Attachment 4, p. 2</b>
01/09/06	OR Staff Comments referring to Eschelon Telecom Inc. as party	OR Staff Comments issued, stating: "On December 12, 2005, <i>Eschelon Telecom, Inc.</i> and Qwest Corporation filed the twenty-third amendment to the interconnection agreement . . . [the TRRO] "transition period is coming to an end and this amendment acts as a bridge agreement between the parties while they negotiate a new interconnection agreement under the new provisions. Staff recommends approval of the amendment." [ARB199(23), p. 1] (emphasis added).
01/10/06	Qwest indicated it had already initiated work to send Bridge Amendment for ATI to CLEC	Qwest responded to 1/9/06 email: "It would appear that we did not create the Bridge Amendment for ATI. Even though the amendment states "Eschelon Telecom, Inc., on behalf of itself and its affiliates", there is now a belief here that we need a separate [sic] amendment for ATI. I have initiated [sic] that work and you should be getting them from CD&S. . ." <b>See Attachment 6.</b> <i>Note:</i> Qwest did <i>not</i> claim that the Bridge Agreement does not apply to ATI but merely indicated that Qwest had already initiated work to have its contract department (CD&S) send revised paperwork for ATI. This is consistent with Qwest's 1/5/06 note that Qwest had not "yet" filed a "similar" amendment for ATI. See Attachment 5.
01/30/06	CLEC request for status	CLEC email to Qwest: "Qwest still has not filed the ATI Bridge Agreements in WA and OR (or at least we have not received any copies of any filings). When will Qwest be filing them?" <b>See Attachment 7.</b> [see 6/14/06 below]
02/08/06	Bridge Agreement	WUTC approved the filed Bridge Agreement Until New

DATE	SUBJECT	DESCRIPTION
	referring to affiliates approved in WA	Interconnection Agreements are Approved. Although the order picked up the CLEC name from the unilateral portion of Qwest's filing, the <i>only</i> amendment filed for approval is the one between "Qwest Corporation ('Qwest') and Eschelon Telecom, Inc., on behalf of itself and its affiliates ('CLEC')."
02/21/06	Bridge Agreement referring to affiliates approved in OR	OR PUC approved the filed Bridge Agreement Until New Interconnection Agreements are Approved, stating the TRRO "transition period is coming to an end and this amendment acts as a bridge agreement between the parties while they negotiate a new interconnection agreement under the new provisions. Staff recommended approval of the amendment. . . . The Commission <i>adopts Staff's recommendation . . .</i> " [Order No. 06-078, ARB199(23), p. 2, emphasis added]. Although the order picked up the CLEC name from the unilateral portion of Qwest's filing, the <i>only</i> amendment filed for approval is the one between "Qwest Corporation ('Qwest') and Eschelon Telecom, Inc., on behalf of itself and its affiliates ('CLEC')."
Ongoing	No extension of arbitration window for TRO/TRRO amendments to existing agreements for Eschelon and its affiliates	Qwest obtained written extensions of the statutory deadlines for negotiating and arbitrating new ICAs where needed, but Qwest obtained no extension of the statutory deadlines for arbitration of TRO/TRRO amendment for "Eschelon and its affiliates" (per 11/9/05 Qwest email) <i>Note:</i> If the Bridge Agreement Until New Interconnection Agreements are Approved is in place for ATI, there would be no need to arbitrate until addressing new ICA terms. If, however, per Qwest there is no Bridge Agreement for ATI, then there is no explanation for why Qwest obtained no extension of time for negotiation and filed no petition for arbitration of a TRO/TRRO <i>amendment</i> for ATI.
03/24/06	Day 135	Arbitration Window for arbitration of TRO/TRRO amendment for "Eschelon and its affiliates" (per 11/9/05 Qwest email) opened (Day 135) per Section 252 of the Act
04/18/06	Day 160	Arbitration Window for arbitration of TRO/TRRO amendment for "Eschelon and its affiliates" (per 11/9/05 Qwest email) closed (Day 160) per Section 252 of the Act
06/14/06	Another Qwest-initiated TRRO amendment negotiation request – ATI	Qwest sent another request to initiate negotiation and arbitration of a TRO/TRRO amendment to Mr. Oxley. <b>See Attachment 8, p. 1.</b>
06/14/06	CLEC inquires whether sent in error	CLEC inquired as to whether Qwest sent its request in error. <b>See Attachment 8, p. 1.</b>
06/14/06 - 06/15/06	Qwest claims difference of opinion as to the affiliate, ATI	Qwest indicated for the first time that there was a difference of opinion as to whether the Bridge Agreement Until New Interconnection Agreements are Approved applied to ATI. <b>See Attachment 8, pp. 2-3.</b>
06/14/06	CLEC points to Bridge	CLEC indicated it disagreed with Qwest's position and said:

DATE	SUBJECT	DESCRIPTION
	Agreement	“Please discuss this with Larry Christensen. He can refresh your memory about the Bridge Agreement, which applies to Eschelon's affiliates (including ATI), and our discussions about Idaho, where we are not renewing the ICA. We have no customers in Idaho. This is old ground that you should research internally before raising again with us.” <b>See Attachment 8, p. 2.</b>
06/21/06	Qwest refuses to recognize Bridge Agreement for ATI	Qwest responded that Eschelon was aware of the alleged difference of opinion. Qwest relied upon the emails (described earlier in this chronology) to suggest that the communications that took place six months earlier regarding paperwork to modify Qwest’s Bridge Agreement filing for a similar filing for ATI actually related to an entirely new TRO/TRRO amendment for ATI. <b>See Attachment 9, p.1.</b>
06/21/06	CLEC offer to execute documents referenced on 1/10/06, though unnecessary as Bridge Agreement on file	CLEC responded: “ATI has already entered into the bridge agreement with Qwest. You know our position. Larry's email below indicated that Qwest was initiating amendments for ATI and that he would let us know on the status. Later, when we inquired, Qwest indicated that it had made all necessary filings. This, of course, indicated to us that Qwest did not believe a separate filing was necessary for ATI. If Qwest pursues this issue, we reserve our rights to show that Qwest intentionally mislead us and is acting in bad faith.” CLEC added by separate email: “Why don't you just send us the amendments for ATI that you referenced in your 1/10/06 email so we can move on. We don't think it is required, since the bridge agreement is already filed, but we have no objection to going ahead with the amendments per your 1/10/06 email to end this silly debate.” <b>See Attachment 9, pp.2-3.</b>
08/09/06	9-month period for arbitration of amendment expires	9-month statutory time for arbitration of TRO/TRRO amendment for “Eschelon and its affiliates” (per 11/9/05 Qwest email) expired per Section 252 of the Act
10/27/06	Again (per Qwest), Day 135	Arbitration Window for arbitration of TRO/TRRO amendment for ATI (per 6/14/06 Qwest email) opened (Day 135) per Section 252 of the Act, even assuming Qwest could re-start the arbitration window by making a new request for a TRO/TRRO amendment for ATI
11/21/06	Again (per Qwest), Day 160	Arbitration Window for arbitration of TRO/TRRO amendment for ATI (per 6/14/06 Qwest email) closed (Day 160) per Section 252 of the Act, even assuming Qwest could re-start the arbitration window by making a new request for a TRO/TRRO amendment for ATI
03/14/07	Again (per Qwest), 9-month arbitration period for arbitration of amendment expires	9-month statutory time for arbitration of TRO/TRRO amendment for ATI (per 6/14/06 Qwest email) expired per Section 252 of the Act

DATE	SUBJECT	DESCRIPTION
12/20/07	Yet another Qwest-initiated TRRO amendment negotiation request – ATI	Qwest sends yet another request to initiate negotiation and arbitration of a TRO/TRRO amendment to Mr. Oxley. <b>See Attachment 10</b> , p. 1.
12/20/07	CLEC refers to Bridge Agreement and last communications, from previous June	CLEC responded: “We received your letters dated December 18, 2007 requesting TRRO amendments for ATI and OneEighty. We do not agree to Qwest's proposal. Regarding ATI, see the email exchanges below. ATI is covered by the bridge agreement. Qwest suggested that it would like to have the bridge agreement in an amendment form, and we agreed to that approach and asked Qwest to send us its proposal. That was in June, however, and we have not yet received the proposed amendment containing the bridge agreement from Qwest for ATI. . . .” <b>See Attachment 10</b> , p. 2.
12/20/07	Integra/ELI multi-state negotiations draft, including Section 9 (TRO/TRRO issues)	Integra/ELI sent Qwest a redlined multi-state ICA negotiations draft, including Section 9 of the ICA (which addresses TRO/TRRO issues). With virtually no exceptions, <sup>2</sup> Integra/ELI’s proposal for Section 9 is the same as the recently negotiated Qwest-Eschelon ICA language for Section 9 in OR & WA.
02/01/08	Qwest intent to arbitrate	Qwest sent a letter addressed to Mr. Oxley at Eschelon Telecom Inc., stating that on 12/20/07 Qwest sent a letter “regarding the need to enter into a TRO/TRRO amendment to your interconnection agreements with Qwest. I understand this has not occurred yet. Qwest currently plans to petition the applicable State commission to arbitrate a TRO/TRRO amendment during the period from April 30, 2008 to May 25, 2008 absent the parties’ entering into a mutually agreeable TRO/TRRO amendment to our interconnection agreements. Please contact Kathy Salverda . . . to finalize the TRO/TRRO amendment at your earliest convenience.” <b>See Attachment 10</b> , p. 3.
Ongoing	No extension of statutory deadlines for amendments, if any	To the extent there is any new arbitration window for arbitration of a TRO/TRRO amendment (despite the expiration of the applicable window), the Parties agree that the statutory arbitration deadlines will not be extended.
02/04/08	CLEC notifies Qwest of intent to move to dismiss and request finding of bad faith, if Qwest pursues in violation of	CLEC told Qwest: “We received your letter dated December 18, 2007 and promptly responded on December 20, 2007. Not only has Qwest not negotiated in good faith since then, Qwest did not even extend us the courtesy of a response at all. The previous letter told us to contact Kathy Salverda,

<sup>2</sup> As indicated on February 4, 2008, when responding to a request from Qwest regarding Section 9: "with the exception of changing the cross reference (to 9.23.4.1) in the first line of 9.1.1.2.5, the addition of cross references (to Section 9.23.4.2.1.2) at the end of Sections 9.23.4.1.2.2.1 & 9.23.4.1.2.2.3, and the replacement of "or" with "and" in the second line of Section 9.23.9.4.4, Section 9 in the Integra/ELI negotiations draft should be the same as Section 9 in the Qwest-Eschelon draft.”

DATE	SUBJECT	DESCRIPTION
	Bridge Agreement	which we did. Qwest, including Ms. Salverda, did nothing. Instead, today, we received the enclosed letter dated February 1, 2008 that states that Qwest is unilaterally declaring an arbitration window. If Qwest proceeds unilaterally, any action before the Commission(s) will be met with a motion asking the Commission to find that Qwest has acted in bad faith.” <b>See Attachment 10</b> , p. 4.
02/20/08	Qwest expresses concern about when ATI-Qwest new ICA will be negotiated/arbitrated	Qwest made the following statement, which appeared to be an expression of concern about when a negotiated and arbitrated ATI agreement would become effective (which, per §1 of the Bridge Agreement, triggers implementation of the provisions): “The bridge amendment for Eschelon was intended to cover the time period until Qwest and Eschelon entered into the successor TRO/TRRO compliant interconnection agreements the parties had been negotiating. ATI and OneEighty are not negotiating new TRO/TRRO compliant interconnection agreements with Qwest, so it does not make sense to enter into a bridge amendment for OneEighty and ATI. It is more sensible to just enter into the TRO/TRRO amendment.”
03/28/08	ATI initiates new ICA negotiations by including ATI in the ongoing Integra/ELI negotiations in OR and WA	CLEC initiated negotiation and arbitration of <i>new ICAs</i> for ATI in Oregon and Washington (i.e., <i>not</i> amendments to the existing ICAs, as they have already been amended for TRO/TRRO issues by the Bridge Agreement). <b>See Attachment 11</b> . CLEC simply added ATI to the existing multi-state negotiations draft for Integra/ELI, so the proposed language for Section 9 (addressing TRO/TRRO issues) was the same as that sent to Qwest on December 20, 2007. <i>See id.</i> p. 1 & p. 3. Per the date of the letter and Section 252, the arbitration window for new ICAs is August 11, 2008 through September 4, 2008. CLEC has offered that, if Qwest honors the Bridge Agreement, CLEC would be willing to discuss applying the written arbitration window extension letter for Integra/ELI to ATI as well. Under that arrangement, the arbitration window automatically extends until after certain events take place, including Qwest responds to CLEC’s 12/20/07 proposals for a number of ICA sections. <b>See Attachment 12</b> . In the context of new ICA negotiations, the Parties have in the past agreed upon extensions of the statutory timeframes, including the 9-month period for the arbitration hearings.
Present		Qwest has not responded to CLEC’s Section 9 language (addressing TRO/TRRO issues in the new ICA) since Integra/ELI provided it to Qwest on Dec. 20, 2007 and since CLEC indicated on 3/28/087 that the same language applies for ATI. (CLEC is defined in the multi-state negotiations draft as Integra, ELI, OneEighty, and ATI for new ICA

DATE	SUBJECT	DESCRIPTION
		negotiations purposes, with each entity ultimately having its own ICA.)
05/06/08	Qwest delays in new ICA negotiations, while forcing unnecessary work in unnecessary negotiations and frivolous extra arbitrations	Qwest provided revised language for a proposed TRO/TRRO amendment to CLEC that includes new proposals, such as a new Section 3.1.9 on Network Interface Devices, even though Qwest has not yet responded to the Network Interface Device language that CLEC sent to Qwest for the new ICA on 12/20/07 and confirmed on 3/28/08 applies to ATI as well. <b>See Attachment 13.</b> <sup>3</sup> CLEC’s proposed language for Network Interface Device (Section 9.5 of the new ICA) is identical to agreed upon language in the Qwest-Eschelon multi-state negotiations. In contrast, Qwest’s proposal in an amendment context creates additional work by requiring analysis of why Qwest is relating this provisions to the TRO/TRRO, what is already in the existing agreement on NIDs and how the language relates to the existing agreement, why the language is needed in the context of the amendment, and whether that is the same or a different need when a new ICA is negotiated, etc. Qwest provided no explanation as to why it has the time and resources to submit a TRO/TRRO amendment proposal relating to Network Interface Devices while it has delayed responding to CLEC’s 12/20/07 & 3/28/08 Network Interface Device language in the new ICA negotiations. And, even if all that work is completed and arbitrated, the Parties would still need to negotiate Network Interface Device language, again, for the new ICAs. Focusing on the new ICA negotiations would eliminate unnecessary and duplicative work.
Ongoing	Need Mediation	CLEC has continued to attempt to resolve these issues, but Qwest continues to refuse to honor the “Bridge Agreement Until New Interconnection Agreements are Approved” between “Qwest Corporation (‘Qwest’) and Eschelon Telecom, Inc., on behalf of itself and its affiliates (‘CLEC’)” A number of issues as to Qwest’s proposed TRO/TRRO amendment are at impasse, and a number of issues in the Qwest-CLEC multi-state draft of the new ICAs are at impasse, which means that two arbitrations per state are unavoidable, if Qwest does not honor the Bridge Agreement. Mediation is needed to help avoid unnecessary litigation.

<sup>3</sup> Attachment 13 contains pages relating to Network Interface Devices from the Qwest-Eschelon 9/19/07 multi-state draft (agreed upon language in Section 9.5); CLEC’s 12/20/07 negotiations proposal (which as of 3/28/08 is also ATI’s proposal, and which is the same as agreed upon language in the Qwest-Eschelon negotiations) (Section 9.5), and Qwest’s 5/6/08 TRO/TRRO amendment proposals for OR & WA (Section 3.1.9).

-----Original Message-----

From: Christensen, Larry [<mailto:Larry.Christensen@qwest.com>]

Sent: Wednesday, November 09, 2005 8:21 AM

To: Clauson, Karen L.

Cc: Kennedy, Robert.F; Miles, Linda; Bastiampillai, Harisha; Oxley, J. Jeffery; Ahlers, Dennis D.; Diane Wells

Subject: Negotiations

Karen,

Attached is my response to your request to initiate negotiations for Arizona, Oregon and Utah.

Also included in my response is Qwest's request to initiate negotiations with Eschelon and affiliates for a TRO/TRRO Amendment for our current ICAs.



Larry Christensen  
Director – Interconnection Agreements  
1801 California Street, Room 2430  
Denver, CO 80202  
303-896-4686  
larry.christensen@qwest.com

November 9, 2006

Ms. Karen Clauson  
Senior Director of Interconnection/Attorney  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402

Re: Commencement of ICA Negotiations Pursuant to Sections 251 and 252 for the states of Arizona, Oregon, and Utah and Initiation of TRO/TRRO Negotiations

Dear Ms. Clauson:

I am in receipt of your request to begin negotiations in the states of Arizona, Oregon, and Utah. Qwest will meet its negotiations obligations to negotiate these states as well as continue the current negotiations for Colorado, Minnesota and Washington. However, Qwest's calculation of the arbitration window for these new states indicates that the window should open March 11, 2005 and close April 5, 2005. If you disagree with my calculation of these dates, please contact me.

Qwest would like to express its concern at this time that the arbitration window will close on all six states between February 13 and April 14. The expectation of doing arbitration for all six states at the same time is something that both parties should take into consideration in its arbitration plan.

While Qwest agrees that the provisions of the TRO/TRRO must be included in the new agreement, Qwest is now requesting that the existing ICAs be amended to comply with the TRO/TRRO. This is required because the new ICAs are not likely to be executed prior to the FCC March 10, 2006 transition deadline for the conversion to other services of certain UNEs Eschelon currently purchases. Qwest's standard TRO/TRRO amendment can be found on our Amendments web site at:

<http://www.qwest.com/wholesale/clecs/amendments.html>

Bob Kennedy will conduct the TRO/TRRO negotiations. I would suggest that the Parties work through these negotiations while I continue to find a replacement for Linda Miles.

If you have any questions, please feel free to contact me.

Sincerely,

Larry Christensen



### **Bridge Agreement Until New Interconnection Agreements Are Approved**

This Bridge Agreement is entered into between Qwest Corporation ("Qwest") and Eschelon Telecom, Inc., on behalf of itself and its affiliates ("CLEC"). Qwest and CLEC are referred to separately as a "Party" or collectively as the "Parties."

#### **RECITALS**

WHEREAS, the Federal Communications Commission ("FCC") issued its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand (Triennial Review Remand Order)*(FCC 04-290) ("TRRO"), effective March 11, 2005; and

WHEREAS, the Parties have been in negotiations for replacement interconnection agreements ("ICAs") since before the TRRO was issued; and

WHEREAS, the Parties elect to address the changes of law as part of their new ICAs for each state (Arizona, Colorado, Minnesota, Oregon, Utah, and Washington) ("new ICAs") and not as an amendment to the existing ICAs between Qwest and CLEC for each such state ("existing ICAs"); and

WHEREAS, the Parties have mutually agreed to extensions of time for negotiations and any arbitration of their new ICAs that extend beyond certain dates identified in the TRRO, such that the Parties desire an agreement to bridge the time period between such dates in those orders and approval of their new ICAs; and

WHEREAS, the Parties have agreed in negotiations to incorporate the terms of the Bill and Keep and LIS Trunking amendments into the new ICAs to allow the terms of those amendments to continue beyond December 31, 2005.

#### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

##### **1. Expeditious Implementation**

The Parties will work together upon Commission approvals of the new ICAs to expeditiously implement the provisions of the new ICAs, including provisions relating to transition periods described below in Sections 2.1.1 and 2.1.2 and conversion to alternative services.

**2. Billing**

2.1 Transitional periods for conversion of certain Unbundled Network Elements ("UNEs") and the rates applicable during those transitional periods will be set forth in the new ICAs and will be consistent with this Bridge Agreement and the TRRO. After commission approval of the new ICAs, Qwest shall back bill, and Eschelon shall pay, the rate increases set forth in the TRRO and described below retroactive to March 11, 2005 (or a later date, if a UNE became unavailable after that date), for existing non-impaired DS1 loop and transport, and DS3 loop and transport, including dark fiber, as described below and pursuant to the new ICAs. Such back billing shall not be subject to billing measurements and penalties (as may be identified in the new ICAs) on the grounds that such back billing was not implemented earlier than approval of the new ICAs. In the event of a conflict between the time period for back billing between the new ICAs and this Bridge Agreement, the time periods in Sections 2.1 and 2.2 apply. Specifically, the Parties agree to the following provisions:

2.1.1 For a 12-month period beginning on March 11, 2005, any DS1 loop UNEs, DS3 loop UNEs, DS1 dedicated transport UNEs, and DS3 dedicated transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

2.1.2 For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs and dark fiber dedicated transport UNEs that CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

2.2 After commission approval of the new ICAs, Qwest shall back bill retroactive to March 11, 2006 (or a later date, if a UNE became unavailable after that date) and Eschelon agrees to pay Qwest pursuant to the new ICAs the difference between the UNE rate(s) and the applicable alternate service rate(s) (such as Special Access service rate(s)) on all loop and transport UNEs that were no longer required to be offered by Qwest as UNEs beginning March 11, 2006 (not including any period after CLEC has disconnected them, if disconnected). In the event of a conflict between the time period for back billing between the new ICAs and this Bridge Agreement, the time periods in Sections 2.1 and 2.2 apply.

**3. Bill and Keep and LIS Trunking**

3.1 The Parties entered into Bill and Keep and LIS Trunking amendments to their existing ICAs in 2001, and those amendments were filed with and approved by the applicable state commissions. The Bill and Keep and LIS Trunking amendments provided that such amendments were in effect from the effective date of the amendments until December 31, 2005. The Parties have agreed in negotiations to continue the terms of the Bill and Keep and LIS Trunking amendments through the new ICAs, so the terms of those amendments will continue beyond December 31, 2005. The Bill and Keep and LIS Trunking amendments, therefore, will not expire on December 31, 2005 but will remain effective until the new ICAs are approved and become effective.

**4. Effective Date**

This Bridge Agreement shall be deemed effective upon filing and approval by the appropriate state commissions

**5. Further Amendments**

Except as specified herein, the provisions of the existing ICAs shall remain in full force and effect (until such time as the new ICAs become effective). Except as provided in the existing ICAs, this Bridge Agreement may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

**6. Entire Agreement**

Other than this Bridge Agreement, Qwest and Eschelon have no agreement or understanding, written or oral, relating to the subject matter of this Bridge Agreement. The Parties intending to be legally bound have executed this Bridge Agreement as of the dates set forth below.

Eschelon Telecom, Inc.

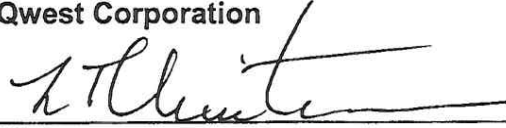
  
\_\_\_\_\_  
Signature

J. Jeffrey Oxley  
\_\_\_\_\_  
Name Printed/Typed

EVP, General Counsel & Secretary  
\_\_\_\_\_  
Title

12-07-05  
\_\_\_\_\_  
Date

Qwest Corporation

  
\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director - Interconnection Agreements  
\_\_\_\_\_  
Title

12/8/05  
\_\_\_\_\_  
Date

-----Original Message-----

From: Hromyk, Luba [mailto:Luba.Hromyk@qwest.com]  
Sent: Thursday, December 15, 2005 1:14 PM  
To: Clauson, Karen L.  
Cc: Christensen, Larry; Salverda, Kathleen; Hartl, Deborah  
Subject:

Karen L. Clauson  
Senior Director of Interconnection/Sr. Attorney Eschelon Telecom, Inc.  
730 2nd Ave. South, Suite 900  
Minneapolis, MN 55402  
Phone: 612-436-6026  
Fax: 612-436-6816  
E-mail: klclauson@eschelon.com

Subject: Bridge Agreement

Hello Karen,

Per Larry Christensen's voice message to you, I have attached a revised Bridge Agreement as requested by the Arizona Corporation Commission. If you have any questions, please contact Larry Christensen at 303-896-4686.

Luba Hromyk  
Qwest Legal Dept/CD&S  
1801 California Street, Suite 900  
Denver, CO 80202  
Tel No. 303-383-6544  
Fax No. 303-383-8521  
E-mail: Luba.Hromyk@qwest.com

## Bridge Agreement Until New Interconnection Agreements Are Approved

This Bridge Agreement is entered into between Qwest Corporation ("Qwest") and Eschelon Telecom of Arizona, Inc. ("CLEC"). Qwest and CLEC are referred to separately as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, the Federal Communications Commission ("FCC") issued its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand (Triennial Review Remand Order)*(FCC 04-290) ("TRRO"), effective March 11, 2005; and

WHEREAS, the Parties have been in negotiations for replacement interconnection agreements ("ICAs") since before the TRRO was issued; and

WHEREAS, the Parties elect to address the changes of law as part of their new ICAs for each state (Arizona, Colorado, Minnesota, Oregon, Utah, and Washington) ("new ICAs") and not as an amendment to the existing ICAs between Qwest and CLEC for each such state ("existing ICAs"); and

WHEREAS, the Parties have mutually agreed to extensions of time for negotiations and any arbitration of their new ICAs that extend beyond certain dates identified in the TRRO, such that the Parties desire an agreement to bridge the time period between such dates in those orders and approval of their new ICAs; and

WHEREAS, the Parties have agreed in negotiations to incorporate the terms of the Bill and Keep and LIS Trunking amendments into the new ICAs to allow the terms of those amendments to continue beyond December 31, 2005.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **1. Expeditious Implementation**

The Parties will work together upon Commission approvals of the new ICAs to expeditiously implement the provisions of the new ICAs, including provisions relating to transition periods described below in Sections 2.1.1 and 2.1.2 and conversion to alternative services.

#### **2. Billing**

- 2.1 Transitional periods for conversion of certain Unbundled Network Elements ("UNEs") and the rates applicable during those transitional periods will be set forth in the new ICAs and will be consistent with this Bridge Agreement and the TRRO. After commission approval of the new ICAs, Qwest shall back bill, and Eschelon shall pay, the rate increases set forth in the TRRO and described below retroactive to March 11, 2005 (or a later date, if a UNE became unavailable after that date), for existing non-impaired DS1 loop and transport, and DS3 loop and transport, including dark fiber, as described below and pursuant to the new ICAs. Such back billing shall not be subject to billing measurements and penalties (as may be identified in the new ICAs) on the grounds that such back billing was not implemented earlier than approval of the new ICAs. In the event of a conflict between the time period for back billing between the new ICAs and this Bridge Agreement, the time periods in Sections 2.1 and 2.2 apply. Specifically, the Parties agree to the following provisions:
- 2.1.1 For a 12-month period beginning on March 11, 2005, any DS1 loop UNEs, DS3 loop UNEs, DS1 dedicated transport UNEs, and DS3 dedicated transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.
- 2.1.2 For an 18-month period beginning on March 11, 2005, any dark fiber loop UNEs and dark fiber dedicated transport UNEs that CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.
- 2.2 After commission approval of the new ICAs, Qwest shall back bill retroactive to March 11, 2006 (or a later date, if a UNE became unavailable after that date) and Eschelon agrees to pay Qwest pursuant to the new ICAs the difference between the UNE rate(s) and the applicable alternate service rate(s) (such as Special Access service rate(s)) on all loop and transport UNEs that were no longer required to be offered by Qwest as UNEs beginning March 11, 2006 (not including any period after CLEC has disconnected them, if disconnected). In the event of a conflict between the time period for back billing between the new ICAs and this Bridge Agreement, the time periods in Sections 2.1 and 2.2 apply.

**3. Bill and Keep and LIS Trunking**

- 3.1 The Parties entered into Bill and Keep and LIS Trunking amendments to their existing ICAs in 2001, and those amendments were filed with and approved by the applicable state commissions. The Bill and Keep and LIS Trunking amendments provided that such amendments were in effect from the effective date of the amendments until December 31, 2005. The Parties have agreed in negotiations to continue the terms of the Bill and Keep and LIS Trunking amendments through the new ICAs, so the terms of those amendments will continue beyond December 31, 2005. The Bill and Keep and LIS Trunking amendments, therefore, will not expire on December 31, 2005 but will remain effective until the new ICAs are approved and become effective.

**4. Effective Date**

This Bridge Agreement shall be deemed effective upon filing and approval by the appropriate state commissions.

**5. Further Amendments**

Except as specified herein, the provisions of the existing ICAs shall remain in full force and effect (until such time as the new ICAs become effective). Except as provided in the existing ICAs, this Bridge Agreement may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

**6. Entire Agreement**

Other than this Bridge Agreement, Qwest and Eschelon have no agreement or understanding, written or oral, relating to the subject matter of this Bridge Agreement.

The Parties intending to be legally bound have executed this Bridge Agreement as of the dates set forth below.



**Eschelon Telecom of Arizona, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Qwest Corporation**

\_\_\_\_\_  
Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

-----Original Message-----

**From:** Clauson, Karen L.  
**Sent:** Wednesday, December 28, 2005 8:30 AM  
**To:** 'don.mason@qwest.com'; 'intagree@qwest.com'; 'carla.butler@qwest.com'  
**Cc:** Oxley, J. Jeffery; Denney, Douglas K.; Wagner, Kim K.; Goldberg, Tobe L.  
**Subject:** RE: Docket Number ARB 199--Notice of Filing--Oregon PUC

I did not see the document before filing but see that it lists only Eschelon. Advanced Telecom Inc. is also an affiliate in OR (and WA). We have not yet received a copy of the Qwest filing by mail. Was ATI part of the filing or did you file ATI separately, so that we will receive a separate electronic filing by email for ATI?

-----Original Message-----

**From:** NICHOLS ANGLIN Frances [SMTP:frances.nichols@state.or.us]  
**Sent:** Tuesday, December 27, 2005 6:45 PM  
**To:** 'don.mason@qwest.com'; Clauson, Karen L.; Oxley, J. Jeffery; 'intagree@qwest.com'; 'carla.butler@qwest.com'  
**Cc:** BOOTH Dave; HARI Celeste  
**Subject:** Docket Number ARB 199--Notice of Filing--Oregon PUC

Notice of acceptance and new activity for docket: ARB 199  
Tracking Number: #2188

Docket Name: ESCHELON TELECOM OF OREGON INC (FKA AMERICAN TELEPHONE TECHNOLOGY)

Utility Company: QWEST CORPORATION -- TELE, UTIL\_T

Type of Activity: SUPPLEMENTAL APPLICATION, filed on 12/19/2005.  
Description: ARB 199(23) -  
ARB 199(23) - In the Matter of  
ESCHELON TELECOM OF OREGON, INC.  
and QWEST CORPORATION  
Twenty-Third Amendment (Bridge Agreement) to Interconnection Agreement, Submitted for Commission Approval Pursuant to Section 252(e) of the Telecommunications Act of 1996. Electronically filed by Carla Butler.  
Hard copy rec'd. 12/20/05.  
Comments Due 1/10/06.

To view this document, please click on the below link:

<http://edocs.puc.state.or.us/efdocs/HAQ/arb199haq164652.pdf>

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PO Box 2148  
Salem, OR 97308-2148

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**From:** Clauson, Karen L.  
**Sent:** Wednesday, January 04, 2006 4:05 PM  
**To:** 'Christensen, Larry'; 'don.mason@qwest.com'; 'intagree@qwest.com'; 'carla.butler@qwest.com'; 'Salverda, Kathleen'; 'Hartl, Deborah'; 'Adams, Michael'; 'Bastiampillai, Harisha'; 'Diamond, Paul'; 'Kennedy, Robert.F'  
**Cc:** Oxley, J. Jeffery; Denney, Douglas K.; Wagner, Kim K.; Goldberg, Tobe L.; Denney, Douglas K.; Olson, Joan M.; Zeller, Ginny A.; Johnson, Bonnie J.; Ahlers, Dennis D.; 'Diane Wells'  
**Subject:** RE: Bridge Agreement/Docket Number ARB 199--Notice of Filing--Oregon PUC, etc.

Larry:

Qwest has not responded to the email below that we sent to Qwest a week ago. Perhaps, since you handled the bridge agreement negotiations for Qwest, you could get us a response from Qwest. In addition, it is unclear whether Qwest is copying Eschelon on all of its filings with the Commissions. We have not seen anything yet in some of the states. In my earlier email to you, I asked Qwest to copy Eschelon on such filings. In addition, the service/filing and ex parte rules in the states may require that Eschelon receive copies of such filings. Please let us know when and where Qwest has filed the Bridge Agreement to date and please be sure Eschelon receives copies of all such filings. If Qwest has not yet filed it in some states, please let us know when Qwest plans to do so.

P.S.

Also, on letters we have received from you, some are addressed to "Mr. Goldberg." Please note that Tobe Goldberg is female, so please use "Ms." in the future. No big deal, but thought we would let you know.

Thanks,  
Karen

**From:** Clauson, Karen L.  
**Sent:** Monday, January 09, 2006 1:37 PM  
**To:** 'Christensen, Larry'; 'don.mason@qwest.com'; 'intagree@qwest.com'; 'carla.butler@qwest.com'; 'Salverda, Kathleen'; 'Hartl, Deborah'; 'Adams, Michael'; 'Bastiampillai, Harisha'; 'Diamond, Paul'; 'Kennedy, Robert.F'  
**Cc:** Oxley, J. Jeffery; Denney, Douglas K.; Wagner, Kim K.; Goldberg, Tobe L.; Denney, Douglas K.; Olson, Joan M.; Zeller, Ginny A.; Johnson, Bonnie J.; Ahlers, Dennis D.; 'Diane Wells'  
**Subject:** RE: Bridge Agreement/Docket Number ARB 199--Notice of Filing--Oregon PUC, etc.

Larry:

Today, we received a copy of the Oregon Qwest filing of the Bridge agreement for Eschelon (the one that was sent by the staff by email) from Qwest. Enclosed was a note from Carla Butler of Qwest indicating that Qwest has not yet filed a similar amendment for ATI in OR. She did not indicate when it would be filed.

We have not received copies of any filings for Colorado, Utah, or Washington. Per my note below from last week, please indicate when those filings were or will be made. Please ensure that Eschelon is on all Bridge Agreement service lists and receives a copy of the commission filings when they are made by Qwest. Thanks,

Karen

Carla Butler  
Sr. Paralegal

421 SW Oak Street  
Room 810  
Portland, OR 97204

(503) 242-5420

Qwest  
Spirit of Service™

1/5/06

Attachment 5

Karen -  
Per your request, enclosed  
is a copy of the Bridge  
Amendment for Eschelon.  
I have not yet filed a  
similar Amendment for  
ATI.  
Carla



**From:** Christensen, Larry [mailto:Larry.Christensen@qwest.com]

**Sent:** Tuesday, January 10, 2006 5:28 PM

**To:** Clauson, Karen L.; Mason, Don; Interconnection Agreements; Butler, Carla; Salverda, Kathleen; Hartl, Deborah; Adams, Michael LEGAL; Bastiampillai, Harisha; Diamond, Paul; Kennedy, Robert.F

**Cc:** Oxley, J. Jeffery; Denney, Douglas K.; Wagner, Kim K.; Goldberg, Tobe L.; Denney, Douglas K.; Olson, Joan M.; Zeller, Ginny A.; Johnson, Bonnie J.; Ahlers, Dennis D.; Diane Wells

**Subject:** RE: Bridge Agreement/Docket Number ARB 199--Notice of Filing--Oregon PUC, etc.

Karen,

It would appear that we did not create the Bridge Amendment for ATI. Even though the amendment states "Eschelon Telecom, Inc., on behalf of itself and its affiliates", there is now a belief here that we need a separate amendment for ATI. I have initiated that work and you should be getting them from CD&S.

We are checking on the filings for the three states you mention. I was told in the past that CLECs are included on the service list for filings and you should be getting them if the information I received was correct. I will let you know.

## Attachment 7

**From:** Clauson, Karen L.  
**Sent:** Monday, January 30, 2006 9:06 AM  
**To:** 'Christensen, Larry'; 'Mason, Don'; 'Interconnection Agreements'; 'Butler, Carla'; 'Salverda, Kathleen'; 'Hartl, Deborah'; 'Adams, Michael LEGAL'; 'Bastiampillai, Harisha'; 'Diamond, Paul'; 'Kennedy, Robert.F'  
**Cc:** Oxley, J. Jeffery; Denney, Douglas K.; Wagner, Kim K.; Denney, Douglas K.; Olson, Joan M.; Zeller, Ginny A.; Johnson, Bonnie J.; Ahlers, Dennis D.; Goldberg, Tobe L.; 'Diane Wells'  
**Subject:** RE: Bridge Agreement/Docket Number ARB 199--Notice of Filing--Oregon PUC, etc.

Qwest still has not filed the ATI Bridge Agreements in WA and OR (or at least we have not received any copies of any filings). When will Qwest be filing them?

-----Original Message-----

From: Kennedy, Robert.F [mailto:robert.f.kennedy@qwest.com]  
Sent: Wednesday, June 14, 2006 1:49 PM  
To: Oxley, J. Jeffery  
Cc: Bastiampillai, Harisha; Salverda, Kathleen  
Subject: Amending Idaho, Oregon and Washington's Interconnection Agreements

Advanced Telcom Inc.  
Mr. J. Jeffery Oxley  
jjoxley@eschelon.com

Re: Amending Idaho, Oregon and Washington's Interconnection Agreements

Mr. Oxley

As you are aware, the FCC released its' Triennial Review Remand Order ("TRRO") (FCC 04-290) on February 4, 2005 and it became effective on March 11, 2005. Qwest is now requesting that the Parties enter into an amendment to comply with that Order, as well as, the Triennial Review Order ("TRO") released in 2003.

For your convenience I have attached a copy of Qwest's amendment. Please review the amendment and if you want signature copies prepared, please contact me. If you have any questions or proposed changes to the amendment I will be your negotiation contact.

Bob Kennedy  
Qwest Corporation  
1314 DOTM  
3rd Floor  
Omaha, NE. 68102  
402-422-7397  
Robert.f.kennedy@qwest.com

This communication is the property of Qwest and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

-----Original Message-----

From: Clauson, Karen L. [mailto:klclauson@eschelon.com]  
Sent: Wednesday, June 14, 2006 2:06 PM  
To: Kennedy, Robert.F  
Cc: Hartl, Deborah; Albersheim, Renee; Bastiampillai, Harisha; Denney, Douglas K.; Diamond, Paul; Goldberg, Tobe L.; Johnson, Bonnie J.; Markert, William D.; Olson, Joan M.; Salverda, Kathleen; Topp, Jason; diane.wells@state.mn.us; Zeller, Ginny A.  
Subject: FW: Amending Idaho, Oregon and Washington's Interconnection Agreements

Bob:

I'm assuming you sent this to us in error, correct? As you know, we will not be signing that amendment.

-----Original Message-----

From: Bastiampillai, Harisha [<mailto:Harisha.Bastiampillai@qwest.com>]  
Sent: Wednesday, June 14, 2006 4:08 PM  
To: Clauson, Karen L.; Kennedy, Robert.F  
Cc: Hartl, Deborah; Albersheim, Renee; Denney, Douglas K.; Diamond, Paul; Goldberg, Tobe L.; Johnson, Bonnie J.; Markert, William D.; Olson, Joan M.; Salverda, Kathleen; Topp, Jason; diane.wells@state.mn.us; Zeller, Ginny A.  
Subject: RE: Amending Idaho, Oregon and Washington's Interconnection Agreements

What are your intentions then in regard to amending ATI's ICAs to reflect the change of law effected by the TRO/TRRO Orders?

-----Original Message-----

From: Clauson, Karen L. [<mailto:klclauson@eschelon.com>]  
Sent: Wednesday, June 14, 2006 3:45 PM  
To: Bastiampillai, Harisha; Kennedy, Robert.F  
Cc: Hartl, Deborah; Albersheim, Renee; Denney, Douglas K.; Diamond, Paul; Goldberg, Tobe L.; Johnson, Bonnie J.; Markert, William D.; Olson, Joan M.; Salverda, Kathleen; Topp, Jason; diane.wells@state.mn.us; Zeller, Ginny A.; Christensen, Larry  
Subject: RE: Amending Idaho, Oregon and Washington's Interconnection Agreements

Harisha:

Please discuss this with Larry Christensen. He can refresh your memory about the Bridge Agreement, which applies to Eschelon's affiliates (including ATI), and our discussions about Idaho, where we are not renewing the ICA. We have no customers in Idaho. This is old ground that you should research internally before raising again with us.

-----Original Message-----

From: Bastiampillai, Harisha [<mailto:Harisha.Bastiampillai@qwest.com>]  
Sent: Wednesday, June 14, 2006 7:14 PM  
To: Clauson, Karen L.; Kennedy, Robert.F  
Cc: Hartl, Deborah; Albersheim, Renee; Denney, Douglas K.; Diamond, Paul; Goldberg, Tobe L.; Johnson, Bonnie J.; Markert, William D.; Olson, Joan M.; Salverda, Kathleen; Topp, Jason; diane.wells@state.mn.us; Zeller, Ginny A.; Christensen, Larry  
Subject: RE: Amending Idaho, Oregon and Washington's Interconnection Agreements

My recollection is that there was a difference of opinion as to whether the Bridge Agreement applied to ATI with Eschelon contending that it did, and Qwest stating that it did not.

The language of the Whereas clause in the agreement supports our read of the Agreement:

WHEREAS, the Parties elect to address the changes of law as part of their new ICAs for each state (Arizona, Colorado, Minnesota, Oregon, Utah, and Washington) ("new ICAs") and not as an amendment to the existing ICAs between Qwest and CLEC for each such state ("existing ICAs");



ATI does not have interconnection agreements for "each such state" specified in the clause, it was not negotiating new ICAs with Qwest (nor has it indicated any intent to do so), and no reference was made to Idaho, a state in which, regardless of the extent of ATI's activity there, ATI maintains an operative interconnection agreement.

So I reiterate my request that ATI indicates the approach it intends to take in regard to the TRO/TRRO Orders. Also if there is no intent to utilize the Idaho ICA, it should be terminated.

Harisha

-----Original Message-----

From: Clauson, Karen L. [<mailto:klclauson@eschelon.com>]

Sent: Thursday, June 15, 2006 10:38 AM

To: Bastiampillai, Harisha; Kennedy, Robert.F

Cc: Hartl, Deborah; Albersheim, Renee; Denney, Douglas K.; Diamond, Paul; Goldberg, Tobe L.; Johnson, Bonnie J.; Markert, William D.;

Olson, Joan M.; Salverda, Kathleen; Topp, Jason;

diane.wells@state.mn.us; Zeller, Ginny A.; Christensen, Larry; Oxley, J. Jeffery

Subject: RE: Amending Idaho, Oregon and Washington's Interconnection Agreements

Harisha:

That is not our understanding. The information below is news to us, and we disagree.

-----Original Message-----

From: Bastiampillai, Harisha [<mailto:Harisha.Bastiampillai@qwest.com>]  
Sent: Wednesday, June 21, 2006 12:18 AM  
To: Clauson, Karen L.; Kennedy, Robert.F  
Cc: Hartl, Deborah; Albersheim, Renee; Denney, Douglas K.; Diamond, Paul; Goldberg, Tobe L.; Johnson, Bonnie J.; Markert, William D.; Olson, Joan M.; Salverda, Kathleen; Topp, Jason; diane.wells@state.mn.us; Zeller, Ginny A.; Christensen, Larry; Oxley, J. Jeffery  
Subject: RE: Amending Idaho, Oregon and Washington's Interconnection Agreements

Attached is an e-mail which demonstrates our belief that the Bridge Agreement did not apply to ATI, and your awareness of our position. Our position that the Bridge Agreement did not apply to ATI is supported by;

1. The fact that we never filed the Bridge Agreement for the ATI contracts;
2. The inapplicability of the facts in the Whereas clauses of the Bridge Agreement to ATI (see below);
3. The lack of the predicate circumstances that led us to execute the Bridge Agreement, i.e., that there were long standing ICA negotiations between Eschelon and Qwest and that therefore it would be more suitable to address TRO/TRRO sections as part of the negotiations for the new agreements. There were no such negotiations with ATI.
4. Eschelon's explicit statement that the Eschelon ICA negotiations did not apply to ATI as it was a separate entity with separate ICAs.

Thus, the fact remains that the TRO/TRRO rules have yet to be negotiated with ATI, much less incorporated into ATI's ICAs. Please indicate whether ATI plans to execute our template TRRO amendment, or whether ATI will provide a redline of the template amendment.

Thanks,  
Harisha

-----Original Message-----

From: Clauson, Karen L.  
Sent: Wednesday, June 21, 2006 7:33 AM  
To: 'Bastiampillai, Harisha'; 'Kennedy, Robert.F'  
Cc: 'Hartl, Deborah'; 'Albersheim, Renee'; Denney, Douglas K.;  
'Diamond, Paul'; Goldberg, Tobe L.; Johnson, Bonnie J.; Markert,  
William D.; Olson, Joan M.; 'Salverda, Kathleen'; 'Topp, Jason';  
'diane.wells@state.mn.us'; Zeller, Ginny A.; 'Christensen, Larry';  
Oxley, J. Jeffery  
Subject: RE: Amending Idaho, Oregon and Washington's Interconnection  
Agreements

Larry:

Why don't you just send us the amendments for ATI that you  
referenced in your 1/10/06 email so we can move on. We don't think it  
is required, since the bridge agreement is already filed, but we have  
no objection to going ahead with the amendments per your 1/10/06 email  
to end this silly debate.

-----Original Message-----

From: Clauson, Karen L.  
Sent: Wednesday, June 21, 2006 6:35 AM  
To: 'Bastiampillai, Harisha'; Kennedy, Robert.F  
Cc: Hartl, Deborah; Albersheim, Renee; Denney, Douglas K.; Diamond,  
Paul; Goldberg, Tobe L.; Johnson, Bonnie J.; Markert, William D.;  
Olson, Joan M.; Salverda, Kathleen; Topp, Jason;  
diane.wells@state.mn.us; Zeller, Ginny A.; Christensen, Larry; Oxley,  
J. Jeffery  
Subject: RE: Amending Idaho, Oregon and Washington's Interconnection  
Agreements

ATI has already entered into the bridge agreement with Qwest. You know  
our position. Larry's email below indicated that Qwest was initiating  
amendments for ATI and that he would let us know on the status. Later,  
when we inquired, Qwest indicated that it had made all necessary  
filings. This, of course, indicated to us that Qwest did not believe a  
separate filing was necessary for ATI. If Qwest pursues this issue, we  
reserve our rights to show that Qwest intentionally misled us and is  
acting in bad faith.

-----  
-----  
From: Christensen, Larry [<mailto:Larry.Christensen@qwest.com>]  
Sent: Tuesday, January 10, 2006 5:28 PM  
To: Clauson, Karen L.; Mason, Don; Interconnection Agreements; Butler,  
Carla; Salverda, Kathleen; Hartl, Deborah; Adams, Michael LEGAL;  
Bastiampillai, Harisha; Diamond, Paul; Kennedy, Robert.F  
Cc: Oxley, J. Jeffery; Denney, Douglas K.; Wagner, Kim K.; Goldberg,  
Tobe L.; Denney, Douglas K.; Olson, Joan M.; Zeller, Ginny A.; Johnson,  
Bonnie J.; Ahlers, Dennis D.; Diane Wells  
Subject: RE: Bridge Agreement/Docket Number ARB 199--Notice of Filing--  
Oregon PUC, etc.

Karen,

It would appear that we did not create the Bridge Amendment for ATI. Even though the amendment states "Eschelon Telecom, Inc., on behalf of itself and its affiliates", there is now a belief here that we need a separate amendment for ATI. I have initiated that work and you should be getting them from CD&S.

We are checking on the filings for the three states you mention. I was told in the past that CLECs are included on the service list for filings and you should be getting them if the information I received was correct. I will let you know.



**Qwest Services Corporation**  
1801 California Street, 10th Floor  
Denver, Colorado 80202  
Phone 303.383.6552  
Facsimile 303.295.7049  
[andrew.creighton@qwest.com](mailto:andrew.creighton@qwest.com)

**Andrew J. Creighton**  
Corporate Counsel

December 18, 2007

J. Jeffery Oxley  
Executive Vice President, General Counsel and Secretary  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402



Re: TRO/TRRO Amendment Arbitration Window

Mr. Oxley,

This letter serves as a request under Section 252 of the Telecommunications Act that OneEighty Communications Inc. complete the negotiations of the TRO/TRRO amendment to our interconnection agreements. Qwest currently plans to petition the applicable State commission to arbitrate the TRO/TRRO amendment during the period from the 135th to the 160th day (inclusive) after the date of this letter absent the parties previously entering into a mutually agreeable TRO/TRRO amendment to our interconnection agreements.

If you wish to further discuss the TRO/TRRO amendment with Qwest, please contact Kathy Salverda at 612.798.2430.

Sincerely,

Andrew J. Creighton

cc: Larry Christensen  
Kathy Salverda

-----Original Message-----

From: Clauson, Karen L.  
Sent: Thursday, December 20, 2007 2:06 PM  
To: 'Dea, Steve'; 'Interconnection Agreements'; 'Salverda, Kathleen';  
'Christensen, Larry'  
Cc: 'Bastiampillai, Harisha'; 'Kennedy, Robert.F'; 'Hartl, Deborah';  
Denney, Douglas K.; Goldberg, Tobe L.; Johnson, Bonnie J.; Olson, Joan  
M.; Zeller, Ginny A.; Ahlers, Dennis D.; Murray, Catherine A.; Oxley,  
J. Jeffery  
Subject: RE: Request for TRRO amendments - ATI & OneEighty

Steve/Kathy/Larry/Qwest:

We received your letters dated December 18, 2007 requesting TRRO amendments for ATI and OneEighty. We do not agree to Qwest's proposal.

Regarding ATI, see the email exchanges below. ATI is covered by the bridge agreement. Qwest suggested that it would like to have the bridge agreement in an amendment form, and we agreed to that approach and asked Qwest to send us its proposal. That was in June, however, and we have not yet received the proposed amendment containing the bridge agreement from Qwest for ATI.

Regarding OneEighty, Qwest proposes its form TRRO "template" agreement, but that is too broad and not acceptable to OneEighty. There are no non-impaired wire centers in Montana. (We also note that you provide a URL for a website with an older amendment that does not reflect the wire center terms that Qwest represented that it would offer to CLECs. Qwest makes no mention of them in its letter.) What product(s) is Qwest indicating is an issue in Montana for which it needs an amendment at this time? If you identify your concerns and send us a proposal more closely tailored to them, we will review it.

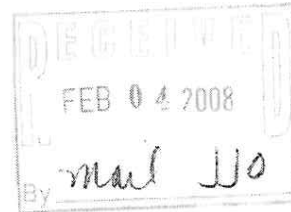
Thanks,  
Karen L. Clauson  
Sr. Director of Interconnection  
Associate General Counsel  
Integra Telecom, Inc.  
730 2nd Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 436-6026  
(612) 436-6816



**Qwest Services Corporation**  
1801 California Street, 10th Floor  
Denver, Colorado 80202  
Phone 303.383.6552  
Facsimile 303.295.7049  
[andrew.creighton@qwest.com](mailto:andrew.creighton@qwest.com)

**Andrew J. Creighton**  
Corporate Counsel

February 1, 2008



J. Jeffery Oxley  
Executive Vice President, General Counsel and Secretary  
Eschelon Telecom, Inc.  
730 Second Avenue South, Suite 900  
Minneapolis, MN 55402

Re: TRO/TRRO Amendment Arbitration Window

Mr. Oxley,

I sent a letter to you dated December 18, 2007 regarding the need for Advanced Telecom Inc. to enter into a TRO/TRRO amendment to your interconnection agreements with Qwest. I understand this has not occurred yet. Qwest currently plans to petition the applicable State commission to arbitrate a TRO/TRRO amendment during the period from April 30, 2008 to May 25, 2008 absent the parties' entering into a mutually agreeable TRO/TRRO amendment to our interconnection agreements. Please contact Kathy Salverda at 612.798.2430 to finalize the TRO/TRRO amendment at your earliest convenience.

Sincerely,

A handwritten signature in cursive that reads "Andrew J. Creighton".

Andrew J. Creighton

cc: Larry Christensen  
Kathy Salverda

-----Original Message-----

From: Clauson, Karen L.  
Sent: Monday, February 04, 2008 2:11 PM  
To: 'Dea, Steve'; 'Interconnection Agreements'; 'Salverda, Kathleen';  
'Christensen, Larry'; Creighton, Andrew  
Cc: 'Bastiampillai, Harisha'; 'Kennedy, Robert.F'; 'Hartl, Deborah';  
Denney, Douglas K.; Goldberg, Tobe L.; Johnson, Bonnie J.; Olson, Joan  
M.; Zeller, Ginny A.; Ahlers, Dennis D.; Murray, Catherine A.; Oxley,  
J. Jeffery  
Subject: RE: Request for TRRO amendments - OneEighty

Steve/Kathy/Larry/Andrew/Qwest:

We received your letter dated December 18, 2007 and promptly responded on December 20, 2007. Not only has Qwest not negotiated in good faith since then, Qwest did not even extend us the courtesy of a response at all. The previous letter told us to contact Kathy Salverda, which we did. Qwest, including Ms. Salverda, did nothing. Instead, today, we received the enclosed letter dated February 1, 2008 that states that Qwest is unilaterally declaring an arbitration window. If Qwest proceeds unilaterally, any action before the Commission(s) will be met with a motion asking the Commission to find that Qwest has acted in bad faith.

The federal Act provides that a CLEC may request interconnection/negotiation. There is no provision for the ILEAC to commence 252 negotiations/arbitrations. As indicated below, we are unaware of a single issue that is not currently being provided for with the current ICA terms, particularly as there are no non-impaired wire centers in Montana, and thus there is no need for an amendment. If Qwest seeks to convince us that we should request interconnection/negotiation pursuant to Section 252, Qwest needs to identify the issue that it believes needs to be addressed in a amendment.

Please respond to our request of December 20, 2007.

Karen L. Clauson  
Sr. Director of Interconnection  
Associate General Counsel  
Integra Telecom, Inc.  
730 2nd Avenue South, Suite 900  
Minneapolis, MN 55402  
(612) 436-6026  
(612) 436-6816





AdvancedTelCom



March 28, 2008

*By Overnight Express Mail and by email*

Larry Christensen  
Director – Interconnection Agreements  
Qwest Corporation  
1801 California, Room 2410  
Denver, CO 80202

Re: Commencement of ICA Negotiations, Pursuant to Sections 251 and 252 of the Act, between OneEighty Communications, Inc. and Qwest Corporation in the state of Montana and Advanced TelCom, Inc. and Qwest Corporation in the states of Oregon and Washington

Dear Mr. Christensen:

With this letter and pursuant to Sections 251 and 252 of the federal Act, OneEighty Communications, Inc. (“OneEighty”) and Advanced Telecom, Inc. (“ATI”) notify Qwest that OneEighty and ATI request, and are initiating, interconnection agreement (ICA) negotiations in the state of Montana for OneEighty and the states of Oregon and Washington for ATI effective today, March 28, 2008. Based upon this date, the time period for petitioning the state commissions to arbitrate any open issues pursuant to Section 252(b)(1) is from August 11, 2008 through September 4, 2008.

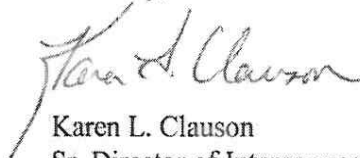
Today, by email, OneEighty and ATI provide their proposed ICA language to Qwest. (You will notice that it is the same as the proposal of Integra and ELI in the ongoing Qwest-Integra/ELI ICA negotiations, with state-specific language for Montana.) Please provide Qwest’s responses to these proposals to me (lead negotiator for Integra, ELI, OneEighty, and ATI).

Mr. Larry Christensen  
March 28, 2008  
Page 2 of 2

Attachment 11  
Page 2

Please contact me if you have any questions.

Sincerely,



Karen L. Clauson  
Sr. Director of Interconnection  
Associate General Counsel  
Integra Telecom, Inc.  
612.436.6026 (direct)  
612-436-6816 (fax)  
[klclauson@integratelecom.com](mailto:klclauson@integratelecom.com)

cc: Qwest, Director, Interconnection Compliance  
Qwest, General Counsel, Law Department  
[intagree@qwest.com](mailto:intagree@qwest.com) (by email)  
Steve Dea, Qwest (by email)  
Kathy Salverda, Qwest (by email)  
Andrew Creighton, Qwest (by email)  
Deb Hartl, Qwest (by email)  
Bob Kennedy, Qwest (by email)  
Jeff Oxley (by email)  
Doug Denney (by email)  
Joan Olson (by email)

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**From:** Clauson, Karen L.

**Sent:** Friday, March 28, 2008 2:28 PM

**To:** 'Salverda, Kathleen'; 'Hartl, Deborah'; 'Creighton, Andrew'; 'Kennedy, Robert.F'; Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Zeller, Ginny A.; Olson, Joan M.; Goldberg, Tobe L.

**Subject:** Multi-state ICA draft and change log - March 28, 2008 - Integra/ELI

Enclosed is the Integra/ELI multi-state draft and change log.

Late yesterday, Qwest provided its responses for Section 6 (Resale). The draft includes our reply of today to those proposals.

Qwest has not yet provided responses to Integra/ELI's December 20, 2007 proposals for Section 7 (Interconnection), Section 8 (Collocation), Section 9 (Unbundled Network Elements), Section 10 (Ancillary Services) (see also 1/23/08 for 10.8), Section 12 (Business Processes/OSS), Section 15 (Directory Publisher), Section 19 (Construction Charges), Section 20 (Service Performance), and Section 22 (Pricing). There are additional provisions that are open for Qwest to review as a result of Integra/ELI's replies.

After this draft, the multi-state draft will be the CLEC (Integra/ELI/OneEighty/ATI) multi-state draft. To the extent that Qwest's responses vary by entity, the differences will be noted in the draft, as state-specific and other proposals, are noted in the draft.

Thanks,

Karen



January 8, 2008

*By E-Mail and Overnight Delivery*  
Harisha Bastiampillai  
Qwest Corporation  
1801 California Street, 10<sup>th</sup> floor  
Denver, CO 80202

Re: §252 Arbitration Window

Dear Mr. Bastiampillai:

On behalf of Integra, I am writing to memorialize the understanding our companies have reached regarding the timetable for negotiating Interconnection Agreements between Qwest Corporation ("Qwest") and Integra Telecom of Arizona, Inc., Integra Telecom of Colorado, Inc., Integra Telecom of Idaho, Inc., Integra Telecom of Iowa, Inc., InfoTel Communications (now Integra of Minnesota, Inc.), InfoTel Communications (now Integra of North Dakota, Inc.), Integra Telecom of Nebraska, Inc., Integra Telecom of New Mexico, Inc., Integra Telecom of Oregon, Inc., Integra Telecom of Utah, Inc., and OGC Telecomm Limited, d/b/a Integra Telecom for Washington (collectively referred to as "Integra"), respectively.

Qwest and Integra agree that, for the purpose of determining the relevant dates for the arbitration window as set forth in the Federal Telecommunications Act of 1996 ("Act"), the following timetable applies, as further described below:

Feb. 25, 2008: Qwest has responded to all of Integra/ELI's proposals, requests  
March 26, 2008: Integra/ELI has responded to all of Qwest's proposals, requests  
April 25, 2008: Arbitration window opens (absent an automatic or agreed upon extension, and subject to further discussion of staggering windows by state)

If Qwest misses the February 25, 2008 date, the start of the arbitration window will automatically extend by a corresponding amount of time. (If Qwest missed the February 25 date by a week, for example, the start of the window would automatically extend by a corresponding week.) Absent an automatic or agreed upon extension, and subject to further discussion of staggering windows by state, the period during which either party may file for arbitration under section 252 (b) (1) of the Act commences on April 25, 2008 and ends on May 20, 2008, inclusive.

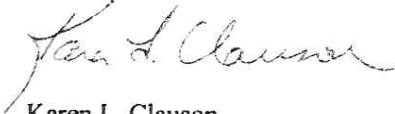
The February and March dates listed above are the last date by which the information will be provided and not the only date. (In other words, information will be provided as available, and not saved until the last day, so both parties can continue working as information is made available.)

If issues are not resolved and arbitrations become necessary, the parties will discuss a staggered schedule of arbitration windows by state and entity.

Harisha Bastiampillai  
January 8, 2008  
Page 2 of 2

If the foregoing does not comport with your understanding, then please contact me as soon as possible at (612) 436-6026. Otherwise, please execute this letter in the space provided below agreeing to the above set forth timeframes and fax a signed copy of this letter to my attention at (612) 436-6816.

Sincerely,



Karen L. Clauson  
Agreed for Integra



---

Agreed for Qwest



January 8, 2008

*By E-Mail and Overnight Delivery*  
Harisha Bastiampillai  
Qwest Corporation  
1801 California Street, 10<sup>th</sup> floor  
Denver, CO 80202

Re: §252 Arbitration Window

Dear Mr. Bastiampillai:

On behalf of ELI, I am writing to memorialize the understanding our companies have reached regarding the timetable for negotiating Interconnection Agreements between Qwest Corporation ("Qwest") and Electric Lightwave, LLC ("ELI") for the states of Arizona, Idaho, Oregon, Utah and Washington, respectively.

Qwest and ELI agree that, for the purpose of determining the relevant dates for the arbitration window as set forth in the Federal Telecommunications Act of 1996 ("Act"), the following timetable applies, as further described below:

Feb. 25, 2008: Qwest has responded to all of Integra/ELI's proposals, requests  
March 26, 2008: Integra/ELI has responded to all of Qwest's proposals, requests  
April 25, 2008: Arbitration window opens (absent an automatic or agreed upon extension, and subject to further discussion of staggering windows by state)

If Qwest misses the February 25, 2008 date, the start of the arbitration window will automatically extend by a corresponding amount of time. (If Qwest missed the February 25 date by a week, for example, the start of the window would automatically extend by a corresponding week.) Absent an automatic or agreed upon extension, and subject to further discussion of staggering windows by state, the period during which either party may file for arbitration under section 252 (b) (1) of the Act commences on April 25, 2008 and ends on May 20, 2008, inclusive.

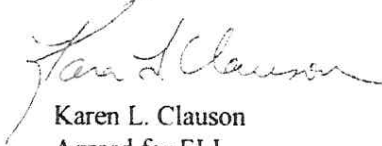
The February and March dates listed above are the last date by which the information will be provided and not the only date. (In other words, information will be provided as available, and not saved until the last day, so both parties can continue working as information is made available.)

If issues are not resolved and arbitrations become necessary, the parties will discuss a staggered schedule of arbitration windows by state and entity.

Harisha Bastiampillai  
January 8, 2008  
Page 2 of 2

If the foregoing does not comport with your understanding, then please contact me as soon as possible at (612) 436-6026. Otherwise, please execute this letter in the space provided below agreeing to the above set forth timeframes and fax a signed copy of this letter to my attention at (612) 436-6816.

Sincerely,



Karen L. Clauson  
Agreed for ELI



---

Agreed for Qwest

**ESCHELON-QWEST MULTI-STATE ICA DRAFT**  
Sept. 19, 2007



**9.3.6.4 Additional Rates for MTE Terminal Subloop Access**

9.3.6.4.1 Subloop MTE – POI Site Inventory charge is for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed. CLEC will be charged with the rate in Exhibit A for the Subloop MTE – POI Site Inventory.

9.3.6.4.2 Intentionally Left Blank

9.3.6.4.3 Intra-building Cable Non-recurring Charge – The non-recurring charge for Intra-building Cable is contained in Exhibit A.

**9.3.7 Repair and Maintenance**

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

**9.4 Intentionally Left Blank****9.5 Network Interface Device (NID)****9.5.1 Description**

The NID is defined in Section 4 of this Agreement. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the Customer premises wiring, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the Customer premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer's on-premises wiring to the End User's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent Qwest has deployed "Smart" devices in general meaning a terminating device that permits the service provider to isolate the

Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

## 9.5.2 Network Interface Device General Terms

### STATE SPECIFIC – ARIZONA

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should any Carrier remove another Carrier's Loop facilities from the protector side of that Carrier's NID, if the NID is located on the inside of the Building. If the NID is located on the outside of the Building, a qualified technician of any Carrier may remove or disconnect and cap off another Carrier's drop wire facilities. Only qualified technicians of that Carrier selected by the Customer, who have been trained to perform work under the National Electrical Safety Code and under other applicable industry standards, may cap off Loop facilities in accordance with standard industry practice. If any Carrier removes the facilities of another Carrier from Qwest's NID, it shall provide notice to the affected Carrier of such disconnection.

### STATE SPECIFIC – COLORADO, UTAH

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility-based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's Loop facilities from the other Party's NID.

### STATE SPECIFIC – MINNESOTA, OREGON, WASHINGTON

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place.

9.5.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire retermination is required to meet service requirements of either parties' End User Customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

9.5.2.1.4 CLEC may enter the subscriber access chamber or "End User Customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per section 9.5.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At a CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per Section 9.5.3.5 except where Section 9.5.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a Building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a Building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer's on-premises wiring.

9.5.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, Section 315 of the National Electric Safety Code and Section 800.30 of the National Electric Code.

9.5.2.6 Reserved for Future Use

### 9.5.3 Network Interface Device Rate Elements

9.5.3.1 If CLEC requests the current Simple NID to be replaced with a different Simple NID, pursuant to Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to Section 9.5.2.5.

9.5.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

#### STATE SPECIFIC – ARIZONA, COLORADO, MINNESOTA, UTAH, OREGON

9.5.3.4 Where Qwest makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

#### STATE SPECIFIC - WASHINGTON

9.5.3.4 Where Qwest makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis. CLEC will be billed one half (1/2) the cost of the terminal and rearrangements based on forward looking costs.

9.5.3.5 CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

#### **9.5.4 Network Interface Device Ordering Process**

9.5.4.1 Reserved for Future Use.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and CLEC wishes to access the Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag their jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross-connect field other than to the Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Submission of LSRs is described in Section 12. Qwest shall notify CLEC, within 10 business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical unfeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical unfeasibility pursuant to the dispute resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag their jumper wire.

9.5.4.3 Subject to the terms of 9.5.4.2, CLEC may perform a NID-to-NID connection, according to 9.5.2.3, and access the Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

#### **9.5.5 Network Interface Device Maintenance and Repair**

9.5.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original State. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in Section 12 of this Agreement.

#### **9.6 Dedicated Transport**

Qwest shall provide access to Dedicated Transport in a non-discriminatory manner according to the following terms and conditions.

##### **9.6.1 Description and General Terms**

9.6.1.1 Dedicated Transport includes Qwest transmission facilities between Wire Centers or Switches owned by Qwest, or between Wire Centers or Switches owned by Qwest and Switches owned by CLEC.

9.6.1.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest Wire Centers in the same LATA and state. A UDIT can also provide a path between one (1) CLEC's Collocation in one (1) Qwest Wire Center and a different CLEC's

**DRAFT**

**TERMS AND CONDITIONS FOR INTERCONNECTION,  
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,  
AND RESALE OF TELECOMMUNICATIONS SERVICES**

**BETWEEN**

**Qwest Corporation**

**and**

Integra Telecom, Inc.

Separate ICAs for  
Electric Lightwave LLC

**For the State of [STATE]**

**[DATE]**

Version 2.2

Agreement Number  
CDS-xxxxxx-xxxx

Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the FCP application. A FCP Acceptance shall be considered Complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges

9.3.6.3.2 Any Remote Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rates set forth in Exhibit A.

9.3.6.3.3 Intentionally Left Blank.

#### 9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop MTE – POI Site Inventory charge is for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed. CLEC will be charged with the rate in Exhibit A for the Subloop MTE – POI Site Inventory.

9.3.6.4.2 Intentionally Left Blank

9.3.6.4.3 Intra-building Cable Non-recurring Charge – The non-recurring charge for Intra-building Cable is contained in Exhibit A.

### **9.3.7 Repair and Maintenance**

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

### **9.4 Intentionally Left Blank**

### **9.5 Network Interface Device (NID)**

#### **9.5.1 Description**

The NID is defined in Section 4 of this Agreement. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the Customer premises wiring, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the Customer premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer's on-premises wiring against lightning and

other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer's on-premises wiring to the End User's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent Qwest has deployed “Smart” devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

## 9.5.2 Network Interface Device General Terms

### **STATE SPECIFIC – ARIZONA**

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should any Carrier remove another Carrier's Loop facilities from the protector side of that Carrier's NID, if the NID is located on the inside of the Building. If the NID is located on the outside of the Building, a qualified technician of any Carrier may remove or disconnect and cap off another Carrier's drop wire facilities. Only qualified technicians of that Carrier selected by the Customer, who have been trained to perform work under the National Electrical Safety Code and under other applicable industry standards, may cap



off Loop facilities in accordance with standard industry practice. If any Carrier removes the facilities of another Carrier from Qwest's NID, it shall provide notice to the affected Carrier of such disconnection.

#### **STATE SPECIFIC – COLORADO, UTAH**

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility-based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's Loop facilities from the other Party's NID.

#### **STATE SPECIFIC – 11 STATES**

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place.

9.5.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire retermination is required to meet service requirements of either parties' End User Customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

9.5.2.1.4 CLEC may enter the subscriber access chamber or "End User Customer side" of "dual chamber" NID enclosures for the purpose of

NID to NID connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per section 9.5.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At a CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per Section 9.5.3.5 except where Section 9.5.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a Building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a Building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer's on-premises wiring.

9.5.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, Section 315 of the National Electric Safety Code and Section 800.30 of the National Electric Code.

9.5.2.6 Reserved for Future Use

### 9.5.3 Network Interface Device Rate Elements

9.5.3.1 If CLEC requests the current Simple NID to be replaced with a different Simple NID, pursuant to Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to Section 9.5.2.5.

9.5.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

#### **STATE SPECIFIC – 13 STATES**

9.5.3.4 Where Qwest makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

#### **STATE SPECIFIC - WASHINGTON**

9.5.3.4 Where Qwest makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis. CLEC will be billed one half (1/2) the cost of the terminal and rearrangements based on forward looking costs.

9.5.3.5 CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

### 9.5.4 Network Interface Device Ordering Process

9.5.4.1 Reserved for Future Use.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and CLEC wishes to access the Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag their jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross-connect field other than to the Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Submission of LSRs is described in Section 12. Qwest shall notify CLEC, within 10 business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical unfeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the

claim of technical unfeasibility pursuant to the dispute resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag their jumper wire.

9.5.4.3 Subject to the terms of 9.5.4.2, CLEC may perform a NID-to-NID connection, according to 9.5.2.3, and access the Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

### **9.5.5 Network Interface Device Maintenance and Repair**

9.5.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original State. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in Section 12 of this Agreement.

### **9.6 Dedicated Transport**

Qwest shall provide access to Dedicated Transport in a non-discriminatory manner according to the following terms and conditions.

#### **9.6.1 Description and General Terms**

9.6.1.1 Dedicated Transport includes Qwest transmission facilities between Wire Centers or Switches owned by Qwest, or between Wire Centers or Switches owned by Qwest and Switches owned by CLEC.

9.6.1.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest Wire Centers in the same LATA and state. A UDIT can also provide a path between one (1) CLEC's Collocation in one (1) Qwest Wire Center and a different CLEC's Collocation in another Qwest Wire Center. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. UDIT is available in DS0 through DS3 bandwidths. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are further described in Qwest Technical Publication 77389 and other applicable Qwest Technical Publications, if any. UDITs are further addressed in Section 9.6.2.

9.6.1.1.2 Dedicated Transport includes the Network Element entrance facilities (the transmission facilities that connect competitive LEC networks with incumbent LEC networks referred to in the Parties' previous Interconnection Agreement as E-UDIT or E-UDF ), but Qwest is not required to unbundle entrance facilities (including Dark Fiber entrance facilities) to add new entrance facility UNEs (including Dark Fiber

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~~ALL TEXT (BLACK AND NON-BLACK) IS SUBJECT TO ABOVE CONTINGENCY;  
ALL NON-BLACK TEXT IS OPEN – QWEST TO REVIEW~~

**Triennial Review Order and Triennial Review Remand Order**

**Amendment No. \_\_\_**

**to the Interconnection Agreement between**

**Qwest Corporation and**

**Advanced TelCom, Inc.**

**for the State of**

**Oregon**

This amendment ("Amendment") is entered into between Qwest Corporation ("Qwest") and Advanced TelCom, Inc. ("CLEC"). Qwest and CLEC are referred to separately as a "Party" or collectively as the "Parties."

**RECITALS**

WHEREAS, CLEC and Qwest entered into that certain Interconnection Agreement for service in the state of Oregon, which was approved by the Oregon Public Utilities Commission ("Commission") on November 20, 1998, as previously amended (the "Agreement"), as referenced in Docket No. ARB 101, Order No. 98-485; and

WHEREAS, the Federal Communications Commission ("FCC") issued its Report and Order In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, on February 4, 2005, the FCC released the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand (Triennial Review Remand Order)(FCC 04-290) ("TRRO"), effective March 11, 2005; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. Amendment Terms.**

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This Amendment is for the purpose of addressing changes in law from the TRO and TRRO affecting to, -the Parties' Agreement in the state of Oregon, as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference. The

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a) Signed Notification of Acceptance; and

b) Payment of fifty percent (50%) of quoted charges

3.1.8.6.2.2 Any Remote Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rates set forth in Exhibit A to this Amendment.

#### 3.1.8.6.3 Additional Rates for MTE Terminal Subloop Access

3.1.8.6.3.1 Subloop MTE – POI Site Inventory charge is for Qwest to complete the inventory of CLEC’s facilities within the MTE such that Subloop orders can be submitted and processed. CLEC will be charged with the rate in Exhibit A to this Amendment for the Subloop MTE – POI Site Inventory.

3.1.8.6.3.2 Intra-building Cable Non-recurring Charge – The non-recurring charge for Intra-building Cable is contained in Exhibit A to this Amendment.

#### 3.1.8.7 Repair and Maintenance

3.1.8.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

3.1.8.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

**3.1.8.4–8 Retention of Embedded Services – Feeder Subloops.** All embedded CLEC services over Feeder Subloops in place prior to the signature on this Amendment, if any, will be Grandparented subject to re-classification upon any modification to or disconnection of the service. Recurring charge rates effective prior to the signature on this Amendment will remain in place. No new requests will be accepted for Feeder Subloop subsequent to the Execution Date.

#### 3.1.9 Network Interface Device (NID)

##### 3.1.9.1 Description.

“Network Interface Device” or “NID” is a Network Element that includes any means of Interconnection of Customer premises wiring to Qwest’s Distribution plant, such as a cross connect device used for that purpose. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 3.1.9. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest’s NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the Customer premises wiring, regardless of the particular design of the NID mechanism. Although the NID provides the connection to

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the Customer premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer's on-premises wiring to the End User's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Loop provisions of the Agreement. The NID is offered in three (3) varieties:

3.1.9.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

3.1.9.1.2 Smart NID – To the extent Qwest has deployed “Smart” devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

3.1.9.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

### 3.1.9.2 Network Interface Device General Terms

3.1.9.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 3.1.9.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place.

3.1.9.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control

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the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

3.1.9.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

3.1.9.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire retermination is required to meet service requirements of either parties' End User Customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

3.1.9.2.1.4 CLEC may enter the subscriber access chamber or "End User Customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

3.1.9.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per section 3.1.9.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

3.1.9.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At a CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per Section 3.1.9.3.5 except where Section 3.1.9.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

3.1.9.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

3.1.9.2.4 All services fed through a protector field in a Qwest NID located inside a Building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a Building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer's on-premises wiring.

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3.1.9.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, Section 315 of the National Electric Safety Code and Section 800.30 of the National Electric Code.

### 3.1.9.3 Network Interface Device Rate Elements

3.1.9.3.1 If CLEC requests the current Simple NID to be replaced with a different Simple NID, pursuant to Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

3.1.9.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A to this Amendment and apply pursuant to Section 3.1.9.2.5.

3.1.9.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

3.1.9.3.4 Where Qwest makes 3.1.9.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 3.1.9.2.1.5, charges will be assessed on a time and materials basis.

3.1.9.3.5 CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 3.1.9.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

### 3.1.9.4 Network Interface Device Ordering Process

3.1.9.4.1 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 3.1.8. If the terminal is a NID and CLEC wishes to access the Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag their jumper wire.

3.1.9.4.1.1 When CLEC seeks to connect to a cross-connect field other than to the Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within 10 business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical unfeasibility and, at the same time, identify all alternative points

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of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical unfeasibility pursuant to the dispute resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag their jumper wire.

3.1.9.4.2 Subject to the terms of 3.1.9.4.1, CLEC may perform a NID-to-NID connection, according to 3.1.9.2.3, and access the Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

### 3.1.9.5 Network Interface Device Maintenance and Repair

3.1.9.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original State. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in Attachment 6 to the Agreement.

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**4.0 ~~Unbundled Dedicated Interoffice Transport (UDIT).~~** Qwest shall provide UDIT in a non-discriminatory manner according to the Agreement and the following terms and conditions. ~~The Agreement is amended to delete the E-UDIT and OCN UDIT provisions from Section 9.6, Unbundled Dedicated Interoffice Transport (UDIT), of the Agreement.~~

### 4.1 Description and General Terms

4.1.1 Dedicated Transport includes Qwest transmission facilities between Wire Centers or Switches owned by Qwest, or between Wire Centers or Switches owned by Qwest and Switches owned by CLEC.

4.1.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest Wire Centers in the same LATA and state. A UDIT can also provide a path between one (1) CLEC's Collocation in one (1) Qwest Wire Center and a different CLEC's Collocation in another Qwest Wire Center. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. UDIT is available in DS0 through DS3 bandwidths. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are further described in Qwest Technical Publication 77389 and other applicable Qwest Technical Publications, if any. UDITs are further addressed in Section 4.1.2.

4.1.1.2 Dedicated Transport includes the Network Element entrance facilities (the transmission facilities that connect competitive LEC networks with incumbent LEC

## Qwest Proposed Modification – ATI to Review

**ATI ALTERNATIVE (ONLY IN THE EVENT THAT QWEST BOTH PREVAILS ON A MOTION TO DISMISS AND OBTAINS A FINDING THAT THE PARTIES' APPROVED BRIDGE AGREEMENT DOES NOT APPLY TO ATI)**

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~~ALL ATI ALTERNATIVE (ONLY IN THE EVENT THAT QWEST BOTH PREVAILS ON A MOTION TO DISMISS AND OBTAINS A FINDING THAT THE PARTIES' APPROVED BRIDGE AGREEMENT DOES NOT APPLY TO ATI)~~

~~ALL TEXT (BLACK AND NON-BLACK) IS SUBJECT TO ABOVE CONTINGENCY;~~

~~ALL NON-BLACK TEXT IS OPEN – QWEST TO REVIEW~~

**Triennial Review Order and Triennial Review Remand Order**

**Amendment No. \_\_\_**

**to the Interconnection Agreement between**

**Qwest Corporation and**

**Advanced TelCom, Inc.**

**for the State of**

**Washington**

This amendment ("Amendment") is entered into between Qwest Corporation ("Qwest") and Advanced TelCom, Inc. ("CLEC"). Qwest and CLEC are referred to separately as a "Party" or collectively as the "Parties."

**RECITALS**

WHEREAS, CLEC and Qwest entered into that certain Interconnection Agreement for service in the state of Washington, which was approved by the Washington Utilities and Transportation Commission ("Commission") on December 9, 1998, as previously amended (the "Agreement"), as referenced in Docket No. UT-980390 ; and

WHEREAS, the Federal Communications Commission ("FCC") issued its Report and Order In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, on February 4, 2005, the FCC released the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand (Triennial Review Remand Order)(FCC 04-290) ("TRRO"), effective March 11, 2005; and

WHEREAS, the Parties wish to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. Amendment Terms.**

OPEN - Qwest Proposed Modification – ATI to Review

This Amendment is for the purpose of addressing changes in law from the TRO and TRRO to affecting the Parties' Agreement in the state of Oregon, as set forth in Attachment 1 and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference. The Parties

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3.1.8.6.2.1 FCP Charge: Acceptance – After receipt of a FCP Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the FCP application. A FCP Acceptance shall be considered Complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges

3.1.8.6.2.2 Any Remote Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rates set forth in Exhibit A to this Amendment.

### 3.1.8.6.3 Additional Rates for MTE Terminal Subloop Access

3.1.8.6.3.1 Subloop MTE – POI Site Inventory charge is for Qwest to complete the inventory of CLEC’s facilities within the MTE such that Subloop orders can be submitted and processed. CLEC will be charged with the rate in Exhibit A to this Amendment for the Subloop MTE – POI Site Inventory.

3.1.8.6.3.2 Intra-building Cable Non-recurring Charge – The non-recurring charge for Intra-building Cable is contained in Exhibit A to this Amendment.

### 3.1.8.7 Repair and Maintenance

3.1.8.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

3.1.8.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

**3.1.8.4—8 Retention of Embedded Services – Feeder Subloops.** All embedded CLEC services over Feeder Subloops in place prior to the signature on this Amendment, if any, will be Grandparented subject to re-classification upon any modification to or disconnection of the service. Recurring charge rates effective prior to the signature on this Amendment will remain in place. No new requests will be accepted for Feeder Subloop subsequent to the Execution Date.

### 3.1.9 Network Interface Device (NID)

#### 3.1.9.1 Description.

“Network Interface Device” or “NID” is a Network Element that includes any means of Interconnection of Customer premises wiring to Qwest’s Distribution plant, such as a cross connect device used for that purpose. If CLEC seeks to access only a NID (i.e.,

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CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 3.1.9. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the Customer premises wiring, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the Customer premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer's on-premises wiring to the End User's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Loop provisions of the Agreement. The NID is offered in three (3) varieties:

3.1.9.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

3.1.9.1.2 Smart NID – To the extent Qwest has deployed “Smart” devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

3.1.9.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

### 3.1.9.2 Network Interface Device General Terms

3.1.9.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID,

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Qwest will perform the replacement for the charge described in Section 3.1.9.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place.

3.1.9.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

3.1.9.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

3.1.9.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire retermination is required to meet service requirements of either parties' End User Customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

3.1.9.2.1.4 CLEC may enter the subscriber access chamber or "End User Customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

3.1.9.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per section 3.1.9.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

3.1.9.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At a CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per Section 3.1.9.3.5 except where Section 3.1.9.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

3.1.9.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

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3.1.9.2.4 All services fed through a protector field in a Qwest NID located inside a Building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a Building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer's on-premises wiring.

3.1.9.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, Section 315 of the National Electric Safety Code and Section 800.30 of the National Electric Code.

### 3.1.9.3 Network Interface Device Rate Elements

3.1.9.3.1 If CLEC requests the current Simple NID to be replaced with a different Simple NID, pursuant to Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

3.1.9.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A to this Amendment and apply pursuant to Section 3.1.9.2.5.

3.1.9.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

3.1.9.3.4 Where Qwest makes 3.1.9.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 3.1.9.2.1.5, charges will be assessed on a time and materials basis. CLEC will be billed one half (1/2) the cost of the terminal and rearrangements based on forward looking costs.

3.1.9.3.5 CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 3.1.9.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

### 3.1.9.4 Network Interface Device Ordering Process

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3.1.9.4.1 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 3.1.8. If the terminal is a NID and CLEC wishes to access the Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag their jumper wire.

3.1.9.4.1.1 When CLEC seeks to connect to a cross-connect field other than to the Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within 10 business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical unfeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical unfeasibility pursuant to the dispute resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag their jumper wire.

3.1.9.4.2 Subject to the terms of 3.1.9.4.1, CLEC may perform a NID-to-NID connection, according to 3.1.9.2.3, and access the Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

### 3.1.9.5 Network Interface Device Maintenance and Repair

3.1.9.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original State. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in Section 10 of the Agreement.

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**4.0 ~~Unbundled Dedicated Interoffice Transport (UDIT)~~.** Qwest shall provide UDIT in a non-discriminatory manner according to the Agreement and the following terms and conditions. The Agreement is amended to delete the E-UDIT and OCN UDIT provisions from Section 9.6, Unbundled Dedicated Interoffice Transport (UDIT), of the Agreement.

### 4.1 Description and General Terms

4.1.1 Dedicated Transport includes Qwest transmission facilities between Wire Centers or Switches owned by Qwest, or between Wire Centers or Switches owned by Qwest and Switches owned by CLEC.

4.1.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest Wire Centers in the same LATA and state. A UDIT can also provide a path between one (1) CLEC's Collocation in one (1) Qwest Wire Center and a different CLEC's Collocation in

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**BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON**

In the Matter of:

Docket No.

The Petition of Advanced TelCom, Inc. for  
Commission Mediation of a Dispute with  
Qwest Corporation Pursuant to 47 U.S.C.  
§252(a)(2)

)  
) **AFFIDAVIT IN SUPPORT OF**  
) **ADVANCED TELCOM, INC.'S**  
) **PETITION FOR COMMISSION**  
) **MEDIATION**

1. Advanced TelCom, Inc. (“ATI” or “CLEC”), 730 2<sup>nd</sup> Ave. South, Suite 900, Minneapolis, MN 55402, respectfully submits this Affidavit in Support of ATI’s Petition for Commission Mediation of a Dispute with Qwest Corporation and requests relief pursuant to 47 U.S.C. §252(a)(2) and WAC 480-07-710.

2. I am employed by Integra Telecom, Inc., as Director of Costs and Policy. My responsibilities include negotiating interconnection agreements, monitoring, reviewing and analyzing the wholesale costs ATI pays to carriers such as Qwest, and representing ATI on regulatory issues.

3. By this affidavit, I verify that the factual assertions relating to the Bridge Agreement Until New Interconnection Agreements are Approved, negotiations, and related events in which I was involved, which are contained in ATI’s Petition for Commission Mediation, are true and correct statements to the best of my knowledge.

