

May 27, 2008

*Filed electronically and
via overnight Federal Express*

Public Utility Commission of Oregon
ATTN: Filing Center
550 Capitol Street NE, Suite 215
Salem, OR 97308-2148

Re: In the Matter of the Petition of Eschelon Telecom of Oregon, Inc. for Arbitration
with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal
Telecommunications Act of 1996
Docket No. ARB 775

Dear Sir/Madam:

Enclosed for filing are an original and five copies of Eschelon Telecom of Oregon, Inc.'s Surreply to Qwest's Reply Regarding the Arbitrator's Decision and Attachment in the above-referenced matter. Electronic copies of these documents were filed on May 27, 2008.

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

Sincerely,



Tobe L. Goldberg
Legal & Regulatory Administrator
Eschelon Telecom, Inc., an Integra Telecom
Company
612-436-6084 (Direct)
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tlgoldberg@eschelon.com

Enclosures

cc: The Honorable Samuel J. Petrillo (email)
Jason Topp, Qwest (email)
Alex Duarte, Qwest (email)

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

Docket No. ARB 775

In the Matter of the Petition of
Eschelon Telecom of Oregon, Inc. for
Arbitration with Qwest Corporation,
Pursuant to 47 U.S.C. Section 252 of the
Federal Telecommunications Act of
1996

CERTIFICATE OF SERVICE

I hereby certify that Eschelon Telecom of Oregon, Inc.'s Surreply to Qwest's Reply Regarding the Arbitrator's Decision and Attachment were filed electronically with the Oregon Public Utility Commission on May 27, 2008. The original and five copies were sent via overnight mail on the 27th day of May, 2008 to:

Oregon Public Utility Commission
ATTN: Filing Center
550 Capitol Street N.E.
Suite 215
Salem, Oregon 97301-2551

and true and correct copies were sent via email on May 27, 2008, to:

sam.petrillo@state.or.us
Jason.Topp@qwest.com
Alex.Duarte@qwest.com

DATED this 27th day of May, 2008.



Tobe L. Goldberg

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

ARB 775

In the Matter of

ESCHELON TELECOM OF OREGON, INC.

Petition for Arbitration of an Interconnection Agreement with Qwest Corporation, Pursuant to Section 252(b) of the Telecommunications Act

)
) **ESCHELON TELECOM OF**
) **OREGON, INC.'S SURREPLY TO**
) **QWEST'S REPLY REGARDING**
) **THE ARBITRATOR'S DECISION**

I. INTRODUCTION

Pursuant to OAR 860-016-0030,¹ on April 28, 2008, Eschelon Telecom of Oregon, Inc. (“Eschelon”) and Qwest Corporation (“Qwest”) filed Comments regarding the Arbitrator’s Decision that was served in this matter on March 27, 2008 (“Arbitrator’s Decision”). On May 5, 2008, Qwest filed a request to reply to the portion of Eschelon’s comments relating to Issues 22-90(b)-(ae) (Unapproved Rates – Interim Rate Levels), even though the Commission’s rules do not provide for a reply opportunity. Although Eschelon objected to Qwest’s characterization of the issue, and in particular to Qwest’s attempt to portray Eschelon’s timely comments as untimely, Eschelon agreed to a schedule for Qwest to file its Reply Comments regarding Issues 22-90(b)-(ae)² on May 13, 2008, and Eschelon to file its Surreply Comments on May 27, 2008. Per that schedule, Eschelon files these Surreply Comments.

¹ The Arbitrator extended the deadline to file comments regarding the Arbitrator’s Decision to within 30 days. *See* Arbitrator’s Decision, p. 83, ¶4.

² Qwest captioned its Reply as “Qwest Corporation’s Comments Relating to Eschelon’s Alternative Rate Proposal in Response to the Arbitrator’s Decision.” (They are referred to here as “Qwest Reply Comments.”)

II. DISCUSSION

A. Absence of Evidence is Significant

Particularly with the additional time and opportunity to reply, Qwest was given a full opportunity to address interim rate levels and respond completely to Eschelon's Comments on the Arbitrator's Report regarding interim rate levels. The absence of certain arguments and evidence from Qwest's Reply Comments is significant. Qwest does *not* claim, or provide any evidence, that Eschelon is incorrect when it identified a number of instances in which Qwest *fails to follow its own methodology*³ when proposing interim rates. Qwest does *not* claim, or provide any evidence, that the data and calculations in Eschelon's Comments⁴ contained any errors. Qwest does *not* claim, or provide any evidence, that there is no significant relationship of density to costs or that there is any error in Eschelon's statistics showing common characteristics among the six large Qwest states: Arizona, Colorado, Minnesota, Oregon, Utah and Washington.⁵ Qwest does *not* deny, or provide any evidence to deny, that New Mexico has a higher loop rate, fewer wire centers, fewer switched access lines, lower levels of competition, and much lower density than Oregon, as well as the other five Qwest states in which Eschelon does business and which were the basis for many of Eschelon's rate proposals.⁶ In other words, Qwest does *not* provide any evidence as to why its rate proposals should not set a boundary for interim rates. Qwest gave no sound reason why it should be able to charge an interim rate that is higher than either party proposed in the arbitration petition, arbitration response, and testimony.

³ See Eschelon Comments, p. 23, citing Eschelon/125, Denney/153-154.

⁴ See Attachments 1-3 to Eschelon's Comments.

⁵ See Eschelon Comments, pp. 26-27.

⁶ See Eschelon Comments, p. 23, citing Eschelon/125, Denney/154, footnote 437.

While Qwest argues that the Commission should adopt the Arbitrator’s Decision without modification, Qwest fails to address how the Commission would then handle the interim rates for which the Arbitrator’s recommendation produces no rates.⁷ The absence of any rates in these circumstances, however, illustrates how calculating the results shed light on areas in which the ALJ Methodology, if used, should be improved. The Arbitrator did not know the results of applying the methodology identified in the Arbitrator’s Report at the time, because the Arbitrator had developed the methodology but not calculated the results.⁸ Other than its desire to charge higher rates, Qwest provides no reason for rejecting its own proposed rate in favor of a higher rate that was not proposed by either party.

B. All of the Interim Rate Proposals, Including Those of Qwest and the Arbitrator, Use Multiple Methodologies – a “Mix and Match”⁹ approach.

The Arbitrator said that there “is nothing intrinsically wrong with Eschelon’s proposal to rely on different methodologies to develop interim rates.”¹⁰ Instead of providing evidence of any error in Eschelon’s data, calculations, statistics, and arguments,¹¹ however, Qwest’s Reply Comments are based almost exclusively on the premise that it is intrinsically wrong to rely on different methodologies to develop interim rates.

1. Qwest’s Multiple Methodologies

Qwest touts a single methodology for interim rates, even though its own interim rate proposal used no less than five methodologies for unapproved rates in Oregon:

⁷ See footnote 11 on page 30 of Eschelon’s Comments.

⁸ Arbitrator’s Decision, p. 82.

⁹ Qwest Reply Comments, p. 3.

¹⁰ Arbitrator’s Report, p. 81.

¹¹ See above - Section A of these Surreply Comments.

Methodology #1: Use rates from Qwest’s unapproved Oregon cost study in docket UM 1025 for the approximately 250 rates on which Eschelon was willing to compromise as part of its overall proposal for unapproved rates.

Methodology #2 (plus any underlying methodologies): Base interim rates on the rates established by the New Mexico Commission in its 2005 cost docket. Qwest did not submit the New Mexico cost studies, so there is no data in the record showing that a single methodology was used to calculate each of these rates.

Methodology #3: Do not base interim rates on the New Mexico rate if it is not less than the comparable rate generated by Qwest’s unapproved Oregon cost study in docket UM 1025. Base these interim rates on Qwest’s unreviewed, unapproved going-in position in that cost docket.

Methodology #4: If New Mexico did not establish an approved rate for a particular element, use Qwest’s unreviewed, unapproved going-in position in UM 1025, minus 30 percent.

Methodology #5: For approximately 20 percent of the unique rate proposals, Qwest failed to follow its own methodology. Instead, Qwest chose a method contrary to those identified above, selecting instead a higher rate.¹²

In developing these multiple methodologies, Qwest used yet another “methodology” – Qwest’s choice of New Mexico, one of the least dense states in its territory¹³ and one in which there was reduced CLEC participation (including no participation by AT&T or Eschelon) in the cost case.¹⁴

If Qwest’s true goal was a consistent methodology rather than higher rates, Qwest would have incorporated prior Commission inputs and assumptions into its proposals (and submitted cost data to establish that it had done so).¹⁵

¹² Eschelon Comments, pp. 26-27.

¹³ Only Qwest’s serving territory in Montana, South Dakota and Wyoming is less dense than New Mexico. Eschelon/125, Denney/154, footnote 437.

¹⁴ Eschelon Comments, pp. 24-25.

¹⁵ Eschelon Comments, p. 27, citing cost orders.

2. Arbitrator's Multiple Methodologies

When attacking use of multiple methodologies as intrinsically wrong while supporting the Arbitrator's recommendations when they result in higher rates than even those proposed by Qwest, Qwest fails to address that the Arbitrator's recommendations are also based on multiple methodologies for unapproved rates in Oregon:

Methodology #1: Use rates from Qwest's unapproved Oregon cost study in docket UM 1025 for the approximately 250 rates on which Eschelon was willing to compromise as part of its overall proposal for unapproved rates.

Methodology #2: Establish interim rate levels using an average of all commission-approved rates within Qwest's service territory, excluding the highest and lowest rates from the calculation.¹⁶

Methodology #3: If less than two states have adopted a rate for a particular product, service, or element, use the applicable rate approved by the New Mexico Commission.¹⁷

Methodologies #4 & #5: "The interim rates adopted elsewhere in this order for loop-design/CFA changes (Issue 4-5) and fee-based expedites (Issue 12-67) are not subject to the averaging process."¹⁸

Qwest submitted evidence in this docket that its proposed interim rates for these elements would be reasonable on an interim basis, without adding "unless someone proposes a higher rate." Now that a higher rate may be available, even though multiple methodologies are used by the Arbitrator to obtain that higher rate, Qwest is doing what it accuses Eschelon of doing – "abandon[ing] the principles it espoused" in the arbitration and showing "disregard for methodological consistency"¹⁹ – for these rates.

¹⁶ "For example, if 11 states have approved a rate for a particular product or service, the highest and lowest rates will be removed from the calculation, producing an average based on rates from the remaining nine states." Arbitrator's Decision, p. 82, footnote 246.

¹⁷ Arbitrator's Decision, p. 82. As a matter of practical application, this methodology applies if less than three states have adopted a rate, because the high and low need to be excluded under Methodology #2.

¹⁸ Arbitrator's Decision, p. 82, footnote 247.

¹⁹ Qwest Reply Comments, pp. 2-3.

The Arbitrator's use of multiple methodologies shows that various factors may be considered as appropriate for each applicable rate element. Certainly, Qwest's own proposed interim rate is one of those factors. It cannot be said that the Arbitrator rejected Qwest's proposed rate knowing that it was lower in the case of any rate element, as the Decision states that the Arbitrator had not calculated the results.²⁰ Now that this fact is known, Qwest's own proposed lower interim rate should be factored into analysis of a reasonable interim rate as part of applying the guiding principle to modify the Arbitrator's methodology until a permanent rate is established. This is consistent with FCC rules allowing state commissions to establish reasonable interim rates for elements pending a permanent cost docket.²¹

3. Use of the Guiding Principle to Add Balance to the Methodologies.

Qwest does not dispute the FCC's findings of a significant relationship of density to costs, with the highest costs occurring in more rural areas,²² such as New Mexico.²³ In fact, Qwest urges adoption of the Arbitrator's Decision – which specifically finds that a significant limitation of Qwest's proposal is that “there is insufficient evidence in the

²⁰ Arbitrator's Decision, p. 82.

²¹ See 47 CFR § 51.513. In Washington, the commission has established that it may look at a variety of factors in establishing reasonable interim rates. See Order Modifying Arbitrator's Decision, WUTC Docket No. UT-960309 (Eff. July 25, 1997) (“The Commission stated that rates adopted in the pending arbitrations would be interim rates, pending the completion of the generic proceeding. Accordingly, the price proposals made in this arbitration have been reviewed with the goal of determining which offers a more reasonable interim rate, more closely based on what we believe to be accurately determined cost levels based on evidence specifically submitted in this docket, our recent prior actions regarding cost studies, and our expertise as regulators. The findings and conclusions with respect to price proposals and supporting information are made in this context and do not indicate Commission approval or rejection of cost and price proposals for purposes of the generic case”); *US WEST Communs., Inc. v. MFS Intelenet, Inc.*, 193 F.3d 1112, 1118-1119 (9th Cir. Wash. 1999) (“The Commission adopted a two-stage process for fixing interconnection rates: interim rates were to be set by arbitration; permanent rates were to be determined in a generic price proceeding.”).

²² 47 C.F.R. §51.507(f); see also Tenth Report and Order, *In the Matter of Federal-State Joint Board on Universal Service Forward-Looking Mechanism for High Cost Support for Non-Rural LECs*, CC Docket Nos 96-45, 97-160 (Nov. 2, 1999), ¶ 26.

²³ Eschelon/125, Denney/154, footnote 437.

record to verify that the costs incurred by Qwest in New Mexico closely approximate those incurred in Oregon.”²⁴ There *is* evidence in the record showing common characteristics among the six large Qwest states: Arizona, Colorado, Minnesota, Oregon, Utah and Washington²⁵ and showing that Montana, South Dakota and Wyoming are even less dense than New Mexico.²⁶ If low density states like New Mexico, Montana, South Dakota, and Wyoming are to be included in the calculation of the interim rates despite their relationship to higher costs and even though *Qwest failed to show that costs incurred by Qwest in those states closely approximate those incurred in Oregon*, then balance should be added to the methodology by using Qwest’s own proposed interim rates for Oregon as an upper bound for the Oregon interim rate.

Eschelon has provided a diagram to depict its alternative proposal in the expected scenario in which Qwest’s proposed rate is higher than Eschelon’s proposed rate. It is attached to Eschelon’s Comments as the first diagram (3-A) in Attachment 3. Diagram 3-A shows for the *expected* scenario:

- If the ALJ Methodology results in a recommended rate that is lower than Eschelon’s proposed rate, the higher rate proposed by Eschelon is used as Eschelon’s alternative proposed rate;
- If the ALJ Methodology results in a rate that is higher than Eschelon’s proposed rate but lower than Qwest’s proposed rate, Eschelon uses the Arbitrator’s proposed rate instead of Eschelon’s lower proposal as Eschelon’s alternative proposed rate; and
- If the ALJ Methodology results in a recommended rate that is higher than Qwest’s proposed rate, Eschelon accepts Qwest’s proposed rate instead of Eschelon’s lower proposal for use as Eschelon’s alternative proposed rate.²⁷

²⁴ Arbitrator’s Decision, p. 82.

²⁵ See Eschelon Comments, pp. 26-27.

²⁶ Eschelon/125, Denney/154, footnote 437.

²⁷ Diagram 3-B to Eschelon’s Comments shows the *irregular* scenario. Regarding the *irregular* scenario, the issues should be resolved by adopting Qwest’s proposed rates (as reflected in Column F of Attachment 2), since Qwest proposed them and Eschelon accepts them. Qwest may argue, however, that Qwest should receive its own proposed rate, unless the ALJ Methodology rate or the Eschelon rate is higher, in which case Qwest should receive a higher rate – despite Qwest’s having proposed the lowest of

If the Arbitrator's methodology is used, modifying it to reflect the guiding principle will help balance out the use of several low density states that do not closely approximate costs in Oregon.

C. The Recognized Practice of Arguing in the Alternative is Not Ironic and Reflects Hard Work by Eschelon to Show Responsiveness to Issues Raised by the Arbitrator.

Eschelon timely filed comments on the Arbitrator's Report in this matter pursuant to OAR 860-016-0030 and the Arbitrator's order. With respect to Issue 22-90 and subparts, because the Arbitrator recommends rejecting both parties' proposals and using a different approach, the Comments were the first opportunity that the parties had to comment on the recommended approach. The Arbitrator developed the methodology but did not calculate the results, and the Arbitrator invited the parties to calculate interim rates.²⁸ Eschelon took the time and devoted the resources to perform extensive calculations²⁹ and commented upon them in a timely manner.

When filing its Comments on the Arbitrator's Decision, Eschelon made clear that "Eschelon continues to believe that the interconnection agreement ('ICA') language that it has proposed for each issue in this case is supported by the evidence and represents the better alternative from the perspective of the public interest."³⁰ Specifically as to Issue 22-90 and subparts, Eschelon described the "ample basis to accept Eschelon's interim

the three rates in this proceeding. The result of that approach is shown in Column E of Attachment 2 to Eschelon's Comments. The result is illogical, given that the rates proposed by Qwest in this scenario are lower than Eschelon's proposed rate in every case and lower than the rate using the ALJ Methodology for all but 4 rates. See Eschelon's Comments, p. 31.

²⁸ Arbitrator's Decision, p. 82.

²⁹ See Attachments 1-3 to Eschelon's Comments.

³⁰ Eschelon's Comments, p. 3.

rate proposals over those of Qwest.”³¹ In other words, Eschelon has consistently maintained its position, supports its proposals for interim rates, and has not “abandoned” or “disregarded” them.³²

At the same time, Eschelon was straightforward in recognizing the Arbitrator’s recommended findings and addressing them, *in the alternative* should the Commission reject Eschelon’s interim rate proposals. Specifically, Eschelon said: “*If* Eschelon’s proposed rates are not adopted, *then* the Arbitrator’s recommended methodology should be adjusted to account for a guiding principle that emerges when that methodology is applied to the data.”³³ Arguing in the alternative is a recognized, accepted practice. A party is not required to concede its initial proposals before making an alternative proposal. Yet, instead of challenging the data and calculations provided by Eschelon, Qwest makes a great deal of Eschelon’s arguing that, if Eschelon’s proposed rates are not adopted, then at least some modifications should be made to the Arbitrator’s approach to mitigate problems identified by calculating the results of that approach. Specifically, Qwest states:

Eschelon is now apparently proposing that dozens of rates – nearly half of all the rates – would be based upon the New Mexico rate. This is indeed ironic, since it was Eschelon who loudly protested during the arbitration that no rates should be based upon New Mexico. According to Eschelon, it would be improper to base rates on one state, particularly as a state like New Mexico that, according to Eschelon, bears no similarity to Oregon.³⁴

Eschelon does not propose New Mexico rates as New Mexico rates in its Comments.

Eschelon argues in the alternative that, if the Arbitrator’s recommendations are to be

³¹ Eschelon’s Comments, p. 22.

³² See Qwest Reply Comments, pp. 2-3.

³³ Eschelon’s Comments, p. 22 (emphasis added); *see also id.* p. 29 (“the ALJ Methodology, *if used*, should be improved”) (emphasis added).

³⁴ Qwest Reply Comments, p. 2, last paragraph.

adopted, then they should be modified by the guiding principle, including using *Qwest's proposed interim rate* when it is lower than the recommended rate. Qwest's proposed interim rate may in those cases be a New Mexico rate, as a result of Qwest's decision to use New Mexico rates in its proposal.

As alleged evidence that Eschelon is being inconsistent, Qwest points to Eschelon's arguments in the arbitration that "it would be improper to base rates on one state, particularly as a state like New Mexico that, according to Eschelon, bears no similarity to Oregon."³⁵ Consistent with its approach throughout this case, however, Eschelon makes *the very same argument* in its Comments when discussing the Arbitrator's "well-founded rejection of Qwest's proposal."³⁶ Eschelon continues to consistently argue this position. As described above, if the Arbitrator's methodology is used, modifying it to reflect the guiding principle will help balance out the use of several low density states (including New Mexico) that do not closely approximate costs in Oregon. This does not mean, if the Arbitrator's methodology is used, that there will be no New Mexico rates (despite Eschelon's objections in the case to them), but it does mean that some balance will be added to the methodology to account for the use of multiple low density states.

As described above, application of the guiding principle results in use of *higher* rates than the Arbitrator's rate when Eschelon's proposed rate is higher, *higher* rates than Eschelon's proposed rate when the Arbitrator's rate is higher than Eschelon's proposed rate but lower than Qwest's proposed rate, and Qwest's *higher* proposed rate instead of Eschelon's lower rate when the Arbitrator's rate is higher than Qwest's proposed rate.

³⁵ Qwest Reply Comments, p. 2, last paragraph.

³⁶ Eschelon's Comments, pp. 23-26.

Despite these three scenarios (all of which have a lower rate option not advocated by Eschelon for purposes of the alternative proposal), Qwest alleges that Eschelon is only “interested in the lowest possible rates.”³⁷ If that were true, once Qwest introduced its New Mexico-based proposal in this case and claimed its proposal was based on methodological consistency, Eschelon would have countered with an alternative proposal to use New Mexico rates in the case of every unapproved rate in Oregon for which the New Mexico rate were lower.

There are 256 unapproved rates in Oregon for which Eschelon, as part of its overall proposal, used Qwest’s proposed rates.³⁸ Of those, 218 have an approved rate in New Mexico. *Nearly 80%* (174) of those 218 rates are lower in New Mexico than Qwest’s proposed interim rate in this case, as shown in **Attachment 4** to this Surreply.³⁹ Although Qwest accuses Eschelon of being results-oriented, Eschelon did not claim that, if New Mexico rates are to be used, then they should also be used for these additional 174 rates, simply because they are lower. Therefore, in the case of every one of those 174 rate elements, Qwest will be using the higher Qwest proposed rate as an interim rate – per Eschelon’s overall proposal, if adopted. This fact should be kept in mind when considering the reasonableness of Eschelon’s overall interim rate proposal. Eschelon certainly did not only propose the “lowest possible rates,”⁴⁰ as it accepted the highest rate available in the majority of cases – Qwest’s “going-in” positions or “wish-list”⁴¹ unapproved rates.

³⁷ Qwest Reply Comments, p. 3, first paragraph.

³⁸ Eschelon’s Comments, p. 21 & footnote 72.

³⁹ For the New Mexico rates in Attachment 4, see Hearing Exhibit 148 (New Mexico Exhibit A). Hearing Exhibit 149 is Oregon Exhibit A. For Attachments 1-3, see Eschelon’s Comments.

⁴⁰ Qwest Reply Comments, p. 3, first paragraph.

⁴¹ For rates that are contested in cost cases, the going in rate proposal of a party, for which it wishes to obtain Commission approval, is frequently not adopted without any modification at all. There is often

Even though (or perhaps *because*) Qwest's proposal to use New Mexico rates would result in lower rates nearly 80% of the time if applied to the 218 Oregon unapproved rates, Qwest does not offer that approved New Mexico rates be applied consistently to all unapproved rates in Oregon using Qwest's proposed methodologies.⁴² Despite its claim of methodological purity, Qwest instead takes the position that Eschelon *should* be held to its offer to compromise on the 256 rates, resulting in use of Qwest's higher proposed rates. At the same time, Qwest argues that it should *not* be held to its offer for any of the other approximately 150 unapproved rates, if a higher rate is now available under the Arbitrator's methodology. The result is illogical and contrary to Qwest's own consistency arguments. If the Arbitrator's proposed methodology is used and results in a rate higher than Qwest's own proposed rate, Qwest's proposed rate should be used, as proposed by Eschelon in its alternative proposal (as shown in column F of Attachment 2 to Eschelon's Comments).

Eschelon maintains its support for the interim rates it proposed in this case, for the reasons stated in testimony and briefing. The purpose of OAR 860-016-0030, however, is to permit comments upon the Arbitrator's Decision, which in this case included a methodology introduced for the first time in that Decision. In support of its Comments, Eschelon used that methodology to calculate the rates, which elucidated the need for modifications to the methodology, should it be used for interim rates until permanent rates are adopted.

some modification that results in Commission approval of a rate lower than that initially proposed. Therefore, Eschelon refers to this initial proposal as a "going in" position or "wish list" rate. These 256 rates represent no compromise on Qwest's part.

⁴² Qwest/16, Million/23:13-16 ["Qwest proposes that with respect to the rates identified as unapproved in Oregon under Issue 22-90, the Commission adopt as interim rates the wholesale rates approved by the New Mexico Commission in its cost docket (Utility Case No 3495, Part B) completed in 2005."].

III. CONCLUSION

The Commission should adopt Eschelon's proposed interim rates in this matter (as shown on pages 102-117 of the Disputed Issues List). In the alternative, the Commission should adopt Eschelon's alternative proposed rates that are based on adjustments to the ALJ Methodology using the guiding principle (as shown in column F of Attachment 2 to Eschelon's Comments).

May 27, 2008

GRAY, PLANT, MOOTY, MOOTY
& BENNETT, P.A.

By: _____


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COUNSEL FOR ESCHELON TELECOM
OF OREGON, INC.

Attachment 4 – The Additional 256 Unapproved Rate Elements
(OR and NM Comparison)

Rate Element	Qwest Proposed Oregon Interim Rate				New Mexico Ordered Rate	
	Recurring	Non-Recurring	Notes		Recurring	Non-Recurring
6.0 Resale						
6.2 Customer Transfer Charge (CTC)						
6.2.1 CTC for POTS Service						
6.2.1.1 Residential / Business						
6.2.1.1.1 First Line						
6.2.1.1.1.1 Installation, Manual		\$17.09		12		\$ 11.38
6.2.1.1.1.3 Installation, Mechanized		\$0.71		12		\$ 0.47
6.2.1.1.2 Each Additional						
6.2.1.1.2.1 Installation, Manual		\$2.85		12		\$ 1.90
6.2.1.1.2.3 Installation, Mechanized		\$0.14		12		\$ 0.09
6.2.2 CTC for Private Line Transport Services						
6.2.2.1 First Circuit		\$35.33		12		\$ 28.67
6.2.2.2 Additional Circuit, per Circuit, same CSR		\$35.33		12		\$ 28.67
6.2.3 CTC for Advanced Communications Services, per Circuit		\$54.12		12		\$ 36.02
7.0 Interconnection						
7.9 Transit Traffic						
7.9.4 Category 11 Mechanized Record Charge, per Record						
7.9.4.1 Mechanized Transit Records	\$0.001549			12		N/A
7.9.4.2 Mechanized Access Records	\$0.001549			12		\$0.001593
8.0 Collocation						
8.1 All Collocation						
8.1.2.2 Cageless & Caged Standard Shared, per Fiber		\$613.33		1		\$ 656.44
8.1.2.3 Cross Connect, per Fiber		\$723.26		1		\$ 769.98
8.1.3 Cable Splicing						
8.1.3.1 Fiber, per Set-Up		\$153.50		1		\$ 504.10
8.1.3.2 Per Fiber Spliced		\$14.94		1		\$ 38.04
8.1.3.4 Copper, per Set-Up		\$14.94		1		N/A
8.1.5 AC Power Feed						
8.1.5.2 AC Power Feed, per Foot, per Month						
8.1.5.2.1 20 Amp, Single Phase	\$0.0124	\$8.20	1	1	\$ 0.01110	\$ 8.00
8.1.5.2.2 20 Amp, Three Phase	\$0.0153	\$10.17	1	1	\$ 0.01370	\$ 9.92
8.1.5.2.3 30 Amp, Single Phase	\$0.0133	\$8.85	1	1	\$ 0.01200	\$ 9.63
8.1.5.2.4 30 Amp, Three Phase	\$0.0183	\$12.15	1	1	\$ 0.01640	\$ 11.85
8.1.5.2.5 40 Amp, Single Phase	\$0.0157	\$10.40	1	1	\$ 0.01410	\$ 10.14
8.1.5.2.6 40 Amp, Three Phase	\$0.0216	\$14.32	1	1	\$ 0.01930	\$ 13.96
8.1.5.2.7 50 Amp, Single Phase	\$0.0186	\$12.34	1	1	\$ 0.01670	\$ 12.03
8.1.5.2.8 50 Amp, Three Phase	\$0.0260	\$17.23	1	1	\$ 0.02330	\$ 16.80
8.1.5.2.9 60 Amp, Single Phase	\$0.0210	\$13.96	1	1	\$ 0.01890	\$ 13.61
8.1.5.2.10 60 Amp, Three Phase	\$0.0299	\$19.83	1	1	\$ 0.02680	\$ 19.34
8.1.5.2.11 100 Amp, Single Phase	\$0.0260	\$17.28	1	1	\$ 0.02330	\$ 16.85
8.1.5.2.12 100 Amp, Three Phase	\$0.0407	\$26.98	1	1	\$ 0.03640	\$ 26.31
8.1.6 Inspector Labor, per Half Hour						
8.1.6.2 After Hours Rate, minimum 3 Hours		\$35.74		1		\$ 41.16
8.1.8 Collocation Terminations						
8.1.8.1 Shared Access						
8.1.8.1.1 DS0						
8.1.8.1.1.2 Cable Placement, per Termination	\$0.02	\$9.21	1	1	\$ 0.0030	\$ 4.12
8.1.8.1.1.4 Cable, per Termination	\$0.01	\$6.44	1	1	\$ 0.0034	\$ 4.55
8.1.8.1.1.6 Blocks, per Termination	\$0.02	\$11.22	1	1	\$ 0.0058	\$ 7.88
8.1.8.1.1.8 Block Placement, per Termination	\$0.01	\$4.85	1	1	\$ 0.0023	\$ 3.15
8.1.8.1.2 DS1						
8.1.8.1.2.2 Cable Placement, per Termination	\$0.06	\$42.98	1	1	\$ 0.0570	\$ 41.12
8.1.8.1.2.4 Cable, per Termination	\$0.06	\$39.95	1	1	\$ 0.0572	\$ 41.26
8.1.8.1.2.6 Panel, per Termination	\$0.05	\$30.97	1	1	\$ 0.0364	\$ 26.24
8.1.8.1.2.8 Panel Placement, per Termination	\$0.01	\$8.85	1	1	\$ 0.0116	\$ 8.41
8.1.9 Security Charges						
8.1.9.1 Access Card, per Employee	\$0.83			1		\$ 0.88
8.1.10 Composite Clock / Central Office Synchronization						
8.1.10.1 Synchronization - Composite Clock, per Port	\$8.10			1		\$ 7.56
8.1.15 Collocation Space Option Fee	\$2.00			1		\$ 2.00
8.1.20 Splitter Collocation						
8.1.20.2 Splitter Shelf Charge	\$4.27	\$545.06	1	1	\$ 4.29	\$ 524.00
8.1.20.3 Engineering		\$1,492.47		1		\$ 1,277.57
8.1.20.4 Splitter TIE Cable Connections						
8.1.20.4.1 Splitter in the Common Area - Data to 410 Block	\$4.47	\$2,967.93	1	1	\$ 3.79	\$ 2,755.54
8.1.20.4.2 Splitter in the Common Area - Data Direct to CLEC	\$4.74	\$3,146.62	1	1	\$ 4.03	\$ 2,929.06
8.1.20.4.3 Splitter on the IDF - Data to 410 Block	\$1.39	\$921.50	1	1	\$ 1.19	\$ 867.17
8.1.20.4.4 Splitter on the IDF - Data Direct to CLEC	\$2.70	\$1,791.83	1	1	\$ 2.69	\$ 1,956.86
8.1.20.4.5 Splitter on the MDF - Data to 410 Block	\$1.43	\$951.29	1	1	\$ 1.15	\$ 838.12
8.1.20.4.6 Splitter on the MDF - Data Direct to CLEC	\$3.20	\$2,121.78	1	1	\$ 2.27	\$ 1,650.12
8.2 Virtual Collocation						
8.2.2 Maintenance Labor, per Half Hour						
8.2.2.2 After Hours Rate		\$43.81		1		\$ 37.52

Attachment 4 – The Additional 256 Unapproved Rate Elements
(OR and NM Comparison)

Rate Element	Qwest Proposed Oregon Interim Rate				New Mexico Ordered Rate	
	Recurring	Non-Recurring	Notes Rec NRC		Recurring	Non-Recurring
8.2.4 Bay Space						
8.2.4.2 Virtual Space Construction						
8.2.4.2.1 Initial Bay	\$24.74	\$16,418.31	1	1	N/A	N/A
8.2.4.2.2 Each Additional Bay	\$4.64	\$3,081.02	1	1	N/A	N/A
8.2.4.3 Virtual Cable Racking, per Shelf	\$0.63	\$415.75	1	1	N/A	N/A
8.2.5 Engineering Labor, per Half Hour						
8.2.5.2 After Hours Rate		\$48.90		1	\$	39.05
8.2.6 Installation Labor, per Half Hour						
8.2.6.2 After Hours Rate		\$46.43		1	\$	41.16
8.2.7 Rent						
8.2.7.1 Bay Rent, per Square Foot	\$3.07			1	\$	2.96
8.2.9 Power Plant						
8.2.9.2 -48 Volt DC Power Cables, per Feed						
8.2.9.2.1 30 Amp Power Feed	\$7.42	\$4,924.30	1	1	\$	5.62 \$ 4,057.06
8.2.9.2.2 100 Amp Power Feed	\$26.77	\$17,765.33	1	1	\$	20.28 \$ 14,636.63
8.2.9.2.3 200 Amp Power Feed	\$49.38	\$33,069.98	1	1	\$	37.75 \$ 27,245.93
8.2.9.2.4 300 Amp Power Feed	\$78.36	\$52,000.64	1	1	\$	59.36 \$ 42,842.66
8.2.9.2.5 400 Amp Power Feed	\$111.26	\$73,834.01	1	1	\$	84.28 \$ 60,830.90
8.3 Cageless Physical Collocation						
8.3.2 Space Construction and Site Preparation						
8.3.2.2 Space Construction for 1 Bay	\$29.38	\$19,499.33	1	1	\$	29.05 \$ 20,970.67
8.3.2.5 Space Construction Adjustment						
8.3.2.5.1 Adjustment for Each Additional Bay	\$4.64	\$3,081.02	1	1	\$	0.66 \$ 478.65
8.3.2.7 -48 Volt DC Power Cables, per Feed						
8.3.2.7.1 20 Amp Power Feed	\$6.52	\$4,324.98	1	1	\$	4.94 \$ 3,563.29
8.3.2.7.2 30 Amp Power Feed	\$7.42	\$4,924.30	1	1	\$	5.62 \$ 4,057.06
8.3.2.7.3 40 Amp Power Feed	\$8.96	\$5,947.37	1	1	\$	6.79 \$ 4,899.97
8.3.2.7.4 60 Amp Power Feed	\$15.87	\$10,533.02	1	1	\$	12.02 \$ 8,678.02
8.3.2.7.5 100 Amp Power Feed	\$26.77	\$17,765.33	1	1	\$	20.28 \$ 14,636.63
8.3.2.7.6 200 Amp Power Feed	\$49.38	\$33,069.98	1	1	\$	37.75 \$ 27,245.93
8.3.2.7.7 300 Amp Power Feed	\$78.36	\$52,000.64	1	1	\$	59.36 \$ 42,842.66
8.3.2.7.8 400 Amp Power Feed	\$111.26	\$73,834.01	1	1	\$	84.28 \$ 60,830.90
8.3.3 Rent						
8.3.3.1 Floor Space Lease, per Square Foot	\$3.07			1	\$	2.96
8.4 Caged Physical Collocation						
8.4.2 Space Construction and Site Preparation						
8.4.2.7 -48 Volt DC Power Cables, per Feed						
8.4.2.7.1 20 Amp Power Feed	\$8.10	\$5,377.02	1	1	\$	6.14 \$ 4,430.06
8.4.2.7.2 30 Amp Power Feed	\$8.92	\$5,922.65	1	1	\$	6.76 \$ 4,879.59
8.4.2.7.3 40 Amp Power Feed	\$10.67	\$7,082.03	1	1	\$	8.08 \$ 5,834.80
8.4.2.7.4 60 Amp Power Feed	\$17.62	\$11,690.67	1	1	\$	13.34 \$ 9,631.79
8.4.2.7.5 100 Amp Power Feed	\$28.67	\$19,025.01	1	1	\$	21.72 \$ 15,674.47
8.4.2.7.6 200 Amp Power Feed	\$53.37	\$35,414.85	1	1	\$	40.42 \$ 29,177.85
8.4.2.7.7 300 Amp Power Feed	\$83.91	\$55,687.81	1	1	\$	63.57 \$ 45,880.48
8.4.2.7.8 400 Amp Power Feed	\$119.15	\$79,069.31	1	1	\$	90.26 \$ 65,144.20
8.4.3 Fencing Credit						
8.4.3.1 Cage: Up to 100 Sq. Ft.	(\$8.49)	(\$5,632.23)	1	1	(\$7.61)	(\$5,491.49)
8.4.3.2 Cage: 101 to 200 Sq. Ft.	(\$10.58)	(\$7,022.55)	1	1	(\$9.49)	(\$6,847.08)
8.4.3.3 Cage: 201 to 300 Sq. Ft.	(\$11.89)	(\$7,887.96)	1	1	(\$10.66)	(\$7,690.86)
8.4.3.4 Cage: 301 to 400 Sq. Ft.	(\$13.13)	(\$8,710.80)	1	1	(\$11.77)	(\$8,493.14)
8.4.4 Rent						
8.4.4.1 Floor Space Lease, per Square Foot	\$3.07			1	\$	2.96
8.4.8 Grounding						
8.4.8.1 2 / 0 AWG, per Foot	\$0.0139	\$9.26	1	1	\$	0.0132 \$ 9.53
8.4.8.2 1 / 0 AWG, per Foot	\$0.0246	\$16.30	1	1	\$	0.0233 \$ 16.79
8.4.8.3 4 / 0 AWG, per Foot	\$0.0289	\$19.17	1	1	\$	0.0274 \$ 19.75
8.4.8.4 350 kcmil, per Foot	\$0.0373	\$24.75	1	1	\$	0.0353 \$ 25.49
8.4.8.5 500 kcmil, per Foot	\$0.0432	\$28.64	1	1	\$	0.0409 \$ 29.51
8.4.8.6 750 kcmil, per Foot	\$0.0658	\$43.67	1	1	\$	0.0623 \$ 44.98
8.6 Remote Collocation						
8.6.1 Physical & Virtual Remote Collocation						
8.6.1.1 Space, per Standard Mounting Unit	\$0.59	\$761.80	1	1	\$	0.57 \$ 716.13
8.6.1.2 FDI Terminations, per 25 Pair	\$0.52			1	\$	0.36
8.6.2 Adjacent Remote Collocation						
8.6.2.2.1 Space, per Standard Mounting Unit (uses rates from 8.6.1.1)	\$0.590	\$761.80	1	1	\$	0.57 \$ 716.80
8.6.2.2.2 FDI Terminations, per 25 Pair (uses rates from 8.6.1.2)	\$0.52			1	\$	0.36
8.6.3 Additional Virtual Remote Elements						
8.6.3.1 Flat Charge, per Job		\$41.99		1		\$ 36.31
8.6.3.2 Engineering Rate, per Half Hour		\$34.70		1		\$ 35.80
8.6.3.3 Maintenance, per Half Hour		\$34.73		1		\$ 29.52
8.6.3.4 Installation, per Half Hour		\$34.73		1		\$ 29.52
8.6.3.5 Training, per Half Hour		\$34.73		1		\$ 29.52
8.7 CLEC-to-CLEC						
8.7.1 Design Engineering & Installation, Mechanized - No Cables						

Attachment 4 -- The Additional 256 Unapproved Rate Elements
(OR and NM Comparison)

Rate Element	Qwest Proposed Oregon Interim Rate				New Mexico Ordered Rate	
	Recurring	Non-Recurring	Notes		Recurring	Non-Recurring
8.7.1.1 Flat Charge		\$717.46		1		N/A
8.7.1.2 Fiber Flat Charge		\$1,362.00		1	\$	577.11
8.7.2 Cable Racking, per Request						
8.7.2.4 Fiber, per Request	\$113.66			1	N/A	
8.7.3 Virtual Connections (if Applicable - Connections Only; No Cables)						
8.7.3.4 Fiber Connections, per Fiber Spliced		\$14.94		1	\$	38.08
8.7.5 CLEC to CLEC Cross-Connection		\$168.37		1	\$	179.09
8.8 Interconnection Distribution Frame (IDF) Collocation						
8.8.2 DS0 Circuit, per 200 Legs	\$20.29	\$2,204.17	1	1	\$	18.13 \$ 2,230.05
8.8.3 DS1 Circuit, per Two Legs	\$1.01	\$71.26	1	1	\$	0.92 \$ 73.53
8.8.4 DS3 Circuit, per Two Legs	\$10.13		1		\$	9.08
8.8.5 Fiber Circuit, per Two Legs	\$2.65	\$245.70	1	1	\$	2.28 \$ 243.20
8.12 Facility Connected (FC) Collocation						
8.12.3 FC Collocation Copper Entrance Facility Charge, per 100 Pair	\$18.79	\$4,617.25	1	1	ICB	ICB
8.12.5 FC Collocation Termination Block with Protectors Charge, per 100 Pairs	\$4.14	\$850.72	1	1	ICB	ICB
8.12.6 FC Collocation Termination Panel Charge, per 12 Fibers	\$12.88	\$256.84	1	1	ICB	ICB
8.12.7 FC Collocation DS1 Voltage Isolation, per Pair	\$1.25	\$149.63	1	1	ICB	ICB
8.13 DC Power Reduction and Restoration						
9.0 Unbundled Network Elements (UNEs)						
9.2 Unbundled Loops						
9.2.4 Loop Installation Charges for 2 & 4-Wire Analog / Nonloaded, ISDN BRI Capable, xDSL-Capable, and ADSL Compatible Loop where conditioning is not required	See 9.2.1, 9.2.2, & 9.2.3.1					
9.2.4.5 Basic Installation with Cooperative Testing						
9.2.4.5.1 First						
9.2.4.5.1.1 Manual		\$100.77	1, 13		\$	171.36
9.2.4.5.1.2 Mechanized		\$63.79	1		\$	137.61
9.2.4.5.2 Each Additional						
9.2.4.5.2.1 Manual		\$43.71	1, 13		\$	109.83
9.2.4.5.2.2 Mechanized		\$37.05	1		\$	97.37
9.2.5 DS1 Loop Installation Charges	See 9.2.3.3					
9.2.5.5 Basic Installation with Cooperative Testing						
9.2.5.5.1 First						
9.2.5.5.1.1 Manual		\$278.75	1, 13		\$	217.27
9.2.5.5.2 Each Additional						
9.2.5.5.2.1 Manual		\$256.49	1, 13		\$	149.38
9.2.6 DS3 Loop Installation Charges	See 9.2.3.4					
9.2.6.5 Basic Installation with Cooperative Testing						
9.2.6.5.1 First						
9.2.6.5.1.1 Manual		\$278.13	1, 13		\$	217.27
9.2.6.5.2 Each Additional						
9.2.6.5.2.1 Manual		\$256.62	1, 13		\$	149.38
9.3 Subloop						
9.3.1 2-Wire Distribution Loop (Applies to both Analog and Nonloaded Loops)	\$11.20			1		
9.3.1.1 First Loop		\$111.98		12	\$	77.44
9.3.1.2 Each Additional		\$30.56		12	\$	22.22
9.3.5 Multi Tenant Environment (MTE) Terminal Subloop Access						
9.3.5.1 Subloop MTE - POI Site Inventory, per Request		\$115.33		12	\$	193.12
9.3.7 Field Connection Point (FCP)						
9.3.7.1 Feasibility Fee / Quote Preparation Fee		\$882.04		1	\$	1,144.80
9.3.7.2 FCP Set-up, per Request	\$1.11	\$1,554.95		1	\$	- N/A
9.3.7.3 FCP Splicing, per 25 Pairs	\$0.01	\$15.03		1	\$	- N/A
9.3.7.4 FCP Reclassification Charge		\$573.28		1	\$	- N/A
9.4 Shared Services						
9.4.2 Line Splitting						
9.4.2.1 Basic Installation Charge for Line Splitting		\$34.89		12		N/A
9.4.3 Loop Splitting						
9.4.3.1 Basic Installation Charge for Loop Splitting		\$34.89		1		N/A
9.4.4 OSS, per Line, per Month	\$3.48			12	\$	1.68
9.4.6 Splitter Shelf Charge	\$4.52	\$521.10	12	12	\$	4.29 \$ 524.00
9.4.7 TIE Cable Connections						
9.4.7.1 Splitter in the Common Area - Data to 410 block	\$5.85	\$2,807.52	12	12	\$	3.79 \$ 2,755.54
9.4.7.2 Splitter in the Common Area - Data direct to CLEC	\$6.20	\$2,976.56	12	12	\$	4.03 \$ 2,929.06
9.4.7.3 Splitter on the MDF - Data to 410 block	\$1.87	\$899.88	12	12	\$	1.19 \$ 867.17
9.4.7.4 Splitter on the MDF - Data direct to CLEC	\$4.18	\$2,007.11	12	12	\$	2.69 \$ 1,956.86
9.4.7.5 Splitter on the IDF - Data to 410 block	\$1.82	\$871.70	12	12	\$	1.15 \$ 838.12
9.4.7.6 Splitter on the IDF - Data direct to CLEC	\$3.53	\$1,694.99	12	12	\$	2.27 \$ 1,650.12
9.4.8 Engineering		\$1,379.87		12	\$	1,277.57

Attachment 4 -- The Additional 256 Unapproved Rate Elements
(OR and NM Comparison)

Rate Element	Qwest Proposed Oregon Interim Rate				New Mexico Ordered Rate	
	Recurring	Non-Recurring	Notes		Recurring	Non-Recurring
			Rec	NRC		
9.5 Network Interface Device (NID)		\$74.47		12		\$ 48.05
9.7 Unbundled Dark Fiber (UDF)						
9.7.2 Field Verification and Quote Preparation (FVQP)		\$947.24		12		\$ 705.21
9.7.3 Engineering Verification		\$310.12		12		\$ 242.24
9.7.4 UDF Single Strand						
9.7.4.1 UDF - Interoffice Facilities (UDF-IOF) - Single Strand						
9.7.4.1.3 Fiber Transport, per Strand / Mile	\$52.58		1		\$ 74.38	
9.7.4.1.4 Termination, per Strand / Office	\$4.26		12		\$ 4.35	
9.7.5 UDF - per Pair						
9.7.5.1 UDF - Interoffice Facilities (UDF-IOF) - per Pair						
9.19 Construction Charges						
9.19.1 CLEC Requested UNE Construction (CRUNEC) - applies to Unbundled Dark Fiber,						
9.19.1.1 Records Quote Preparation Fee		\$362.28		1		N/A
9.19.1.2 Construction Quote Preparation Fee		\$900.24		1		N/A
9.20 Miscellaneous Charges						
9.23 UNE Combinations						
9.23.7 Enhanced Extended Loop (EEL)						
9.23.7.10 EEL Multiplexing						
9.23.7.10.1 DS1 to DS0		\$256.02		12		\$ 184.86
9.23.7.10.2 DS3 to DS1		\$256.02		12		\$ 184.86
10.0 Ancillary Services						
10.1 Local Number Portability						
10.1.2 LNP Managed Cuts						
10.1.2.1 Standard Managed Cuts, per Person, per Half Hour		\$27.74		12		\$ 27.38
10.1.2.2 Overtime Managed Cuts, per Person, per Half Hour		\$35.90		12		\$ 35.43
10.1.2.3 Premium Managed Cuts, per Person, per Half Hour		\$44.07		12		\$ 43.49
10.4 Directory Assistance, Facility Based Providers						
10.4.2 National Directory Assistance, per Call	\$0.42		2		N/A	
10.4.3 Call Branding, Set-Up and Recording		\$35,000.00		2		N/A
10.4.4 Loading Brand, per Switch		\$500.00		2		N/A
10.4.5 Call Completion / Call Completion Link, per Call	\$0.09		2		N/A	
10.5 Directory Assistance List Information						
10.5.1 Initial Database Load, per Record	\$0.04		2		\$ 0.025	
10.5.2 Reload of Database, per Record	\$0.04		2		\$ 0.02	
10.5.3 Daily Updates, per Listing	\$0.05		2		\$ 0.05	
10.5.4 One-Time Set-Up Fee, per Hour		\$112.51		2		N/A
10.5.5 Media Charges for File Delivery						
10.5.5.1 Electronic Transmission, per Record Transmitted	\$0.0020		2		\$ 0.0020	
10.6 Toll and Assistance Operator Services, Facility Based Providers						
10.6.1 Option A - Per Message						
10.6.1.2 Machine Handled Calling Card	\$0.60		2		N/A	
10.6.1.5 Connect to Directory Assistance	\$0.75		2		N/A	
10.6.1.8 Operator Assistance, per Call	\$0.50		2		N/A	
10.6.2 Option B - Per Operator Work Second and Computer Handled Calls						
10.6.2.1 Operator Handled, per Operator Work Second	\$0.0280		2		N/A	
10.6.2.2 Machine Handled, per Call	\$0.25		2		N/A	
10.6.2.3 Call Branding, Set-Up & Recording		\$10,500.00		2		N/A
10.6.2.4 Loading Brand, per Switch		\$800.00		2		N/A
10.7 Access to Poles, Ducts, Conduits and Rights of Way (ROW)						
10.7.1 Pole Inquiry Fee, per Inquiry		\$356.68		12		\$ 304.77
10.7.2 Innerduct Inquiry Fee, per Inquiry		\$243.80		12		\$ 212.45
10.7.3 ROW Inquiry Fee, per Inquiry		\$395.56		12		\$ 338.01
10.7.4 ROW Document Preparation Fee		\$128.32		12		\$ 100.24
10.7.5 Field Verification Fee, per Pole		\$21.39		12		\$ 16.71
10.7.6 Field Verification Fee, per Manhole		\$199.30		12		\$ 141.18
10.7.7 Planner Verification, per Manhole		\$17.25		12		\$ 11.18
10.7.8 Manhole Verification Inspector, per Manhole		\$96.24		12		\$ 75.18
10.7.9 Manhole Make-Ready Inspector, per Manhole		\$256.65		12		\$ 200.47
10.7.10 Transfer of Responsibility		\$111.57		12		\$ 89.23
10.7.13 Access Agreement Consideration		\$10.00		1,2		N/A
NOTES:						
[1] Rates not approved in cost docket.						
[2] Market-based rates						
[12] Rates proposed in UM 1025. Rates not approved in cost docket.						
[13] Qwest is unable to bill Manual NRC rates at this time; the corresponding Mechanized NRC rate will be billed instead.						