

Washington Disputed Issues List – December 20, 2006 - Eschelon/Qwest ICA Arbitration - Docket Number UT-063061

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
ISSUES FOR WHICH THERE IS NO FACTUAL DISPUTE AND FOR WHICH A DECISION CAN BE MADE BASED ON THE WRITTEN SUBMISSIONS OF THE PARTIES		
RATE APPLICATION		
Issue 2-3 Section 2.2 ⁴ Application of Rates in Exhibit A (1 of 2 issues in 2.2)	<u>2.2 – Disputed portion (issue 1):</u> The rates in Exhibit A and when they apply are addressed in Section 22. <u>2.2 – Entire provision:</u> 2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to	<u>2.2 – Disputed portion (issue 1):</u> Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. <u>2.2 – Entire provision:</u> 2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the

¹ KEY: BLACK = CLOSED; RED = DISPUTED. Black text in either of the “Proposed Language” columns indicates language that is agreed upon and thus closed, and red text indicates disputed (open) language. The highlighted (red) language in each column shows the modifications that the party proposes (and to which the other party disagrees). Therefore, the color highlighting shows the language that is at impasse with respect to the statement of issue described in the first column.

² This column includes the Issue Number; ICA Section or Exhibit Number; and Statement of Issue/Title.

³ For proposals that are numbered or labeled as an “option,” Eschelon offers any one of the proposals equally as a counter to Qwest’s proposal. Proposals labeled as “alternatives” are plead in the alternative. For proposals labeled as an “alternative,” Eschelon offers the first proposal but Eschelon offers the other language in the alternative, if the ALJ or Commission rejects that alternative. (In either case, yellow shading may be used to highlight the differences between the proposals.)

⁴ Section 2.2 contains two disputed issues (Application of Rates in Exhibit A; and Effective Date of Legally Binding Changes;). The full language of Section 2.2 is provided in this matrix for only the first of these two issues. The second issue is addressed separately below, but only the disputed portion of Section 2.2 (an excerpt, instead of repeating the whole provision again) is shown in the Proposed Language columns. This format will likewise be used elsewhere in the matrix, where there is more than one disputed issue in a particular section.

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	<p>state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. The rates in Exhibit A and when they apply are addressed in Section 22.</p>	<p>Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and</p>

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	<p>Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.</p>	<p>conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.</p>
EFFECTIVE DATE OF LEGALLY BINDING CHANGES		
<p>Issue 2-4 Section 2.2 Effective Date of Legally Binding Changes (2 of 2 issues in Section 2.2)</p>	<p>. . . Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. . . .</p>	<p>. . . When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. . . .</p>
SERVICE ELIGIBILITY CRITERIA - AUDITS		
<p>Issue 9-56 Sections 9.23.4.3.1.1; <i>See</i> subpart to Issue 9-56a below for</p>	<p>9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity</p>	<p>9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section</p>

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related issues in 9.23.4.3.1.1.1.1 Service Eligibility Criteria - Audits	EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2, when Qwest has a concern that CLEC has not met the Service Eligibility Criteria.	9.23.4.1.2.
Issue 9-56 (a) Section 9.23.4.3.1.1.1.1 Service Eligibility Criteria – Audits	9.23.4.3.1.1.1.1 The written notice shall include the cause upon which Qwest has a concern that CLEC has not met the Service Eligibility Criteria. Upon request, Qwest shall provide to CLEC a list of circuits that Qwest has identified as of that date, if any, for which Qwest alleges non-compliance or which otherwise supports Qwest’s concern.	
ISSUES THAT CONTAIN FACTUAL DISPUTES		
Issue 1-1 Section 1.7.2 and Exhibits N and O <i>See</i> (a) to (e) below for related issues in 7.4.7, Exhibits C and I, and 9.23.9.4.3/ 24.4.4.3 (first sentence) Interval Changes (1 of 2 options for 1.7.2)	PROPOSAL #1 <u>1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC desires to accept, intervals longer than those set forth in this Agreement, including Exhibit C, the Parties shall amend this Agreement under one (1) of the two (2) options set forth in Section 1.7.1 (an interval Advice Adoption Letter or interval interim Advice Adoption Letter terminating with approval of negotiated Amendment) pertaining to the new interval (rather than new product) (or as otherwise ordered by the Commission). The forms of such letters are attached hereto as Exhibits N -O).</u> <u>1.7.2.1 Notwithstanding any other provision in this Agreement, the intervals in Exhibit C may be shortened pursuant to the Change Management Process (CMP) without requiring the execution or filing of any amendment to this Agreement.</u>	SAME FOR BOTH PROPOSALS: <u>1.7.2 Notwithstanding any other provision in this agreement, the attached Exhibit C will be modified pursuant to the CMP process without requiring the execution of an amendment.</u>
Issue 1-1	PROPOSAL #2	SAME FOR BOTH PROPOSALS:

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Section 1.7.2 (2 of 2 options)	<u>1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC desires to accept intervals different from those set forth in this Agreement, including Exhibit C, the Parties shall amend this Agreement under one (1) of the two (2) options set forth in Section 1.7.1 (an interval Advice Adoption Letter or interval interim Advice Adoption Letter terminating with approval of negotiated Amendment) pertaining to the new interval (rather than new product) (or as otherwise ordered by the Commission). The forms of such letters are attached hereto as Exhibits N -O).</u>	<u>1.7.2 Notwithstanding any other provision in this agreement, the attached Exhibit C will be modified pursuant to the CMP process without requiring the execution of an amendment.</u>
Issue 1-1 (a) Section 7.4.7 Intervals for the provision of Interconnection trunks	7.4.7 Intervals for the provision of Interconnection trunks will conform to the performance objectives set forth in Section 20. <u>Intervals are set forth in Exhibit C.</u> Any changes to the Interconnection trunk intervals will be made <u>as described in Section 1.7.2 through the Change Management Process (CMP) applicable to the PCAT, pursuant to the procedures set forth in Exhibit G.</u> Operational processes within Qwest work centers are discussed as part of the CMP. Qwest agrees that CLEC shall not be held to the requirements of the PCAT.	7.4.7 Intervals for the provision of Interconnection trunks will conform to the performance objectives set forth in Section 20. Intervals are set forth in Exhibit C. Any changes to the Interconnection trunk intervals will be made <u>as described in Section 1.7.2 through the Change Management Process (CMP) applicable to the PCAT, pursuant to the procedures set forth in Exhibit G.</u> Operational processes within Qwest work centers are discussed as part of the CMP. Qwest agrees that CLEC shall not be held to the requirements of the PCAT.
Issue 1-1 (b) Exhibit C Group 2.0 UDIT Rearrange-ments	<u>Rearrangements</u> Eschelon proposes deletion of Qwest proposed footnote in Exhibit C: For UDIT rearrangements see Qwest’s wholesale website for the Service Interval guide (NOTE – See Exhibit C for intervals)	<u>Rearrangements</u> Qwest proposed footnote in <u>Exhibit C: For UDIT rearrangements see Qwest’s wholesale website for the Service Interval guide</u>
Issue 1-1 (c) Exhibit C	NOTE: Eschelon proposes to include the LIS Trunking intervals in Exhibit C – see Exhibit C	NOTE: Qwest proposes deletion of entire Section 9.0 of Exhibit C (LIS Trunking Service Intervals) – see Exhibit C

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Group 9.0 (LIS Trunking)		
Issue 1-1 (d) Exhibit I, Section 3 ICB Provisioning Intervals	<p><u>3.1.1 For the following products and services, for which the interval is ICB, Qwest shall provide the ICB due date interval to CLEC as follows:</u></p> <p><u>3.1.1.1 No later than seventy-two (72) hours after the application date for:</u></p> <ul style="list-style-type: none"> <u>a) 25 or more 2/4 wire analog loops;</u> <u>b) 25 or more 2-wire non-loaded loops;</u> <u>c) 25 or more 4-wire non-loaded loops;</u> <u>d) 25 or more xDSL-I capable loops;</u> <u>e) 9 or more conditioned loops for 2/4 wire non-loaded, ADSL compatible, xDSL-I, ISDN; and</u> <u>f) 25 or more lines Quick Loop and Quick Loop with LNP.</u> <p><u>3.1.1.2 No later than one-hundred and ninety two (192) hours after the application date for:</u></p> <ul style="list-style-type: none"> <u>a) 25 or more DS0 UDITs;</u> <u>b) 25 or more DS0 EEL/Loop Mux;</u> <u>c) 4 or more DS3 UDITs; and</u> <u>d) 4 or more DS3 EEL/Loop Mux</u> 	<p><u>3.2 For ICB intervals for those standard products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, Qwest shall make every attempt to provide an FOC to CLEC pursuant to the guidelines contained in the Service Interval Guide.</u></p>
Issue 1.1(e) Section 9.23.9.4.3 (First Sentence) Intervals for Loop Mux Combinations (LMC) ICA vs SIG	<p>9.23.9.4.3 [24.4.4.3] Standard sService intervals for LMC(s) Loops are <u>set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</u></p>	<p>9.23.9.4.3 [24.4.4.3] <u>Standard sService intervals for LMC(s) Loops are set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</u></p>
Issue 1-2 Intentionally Left Blank		

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DESIGN CHANGES		
<p>9.2.4.4.2 is Closed (9.2.3.8 is Open) Issue 4-5</p> <p>Section 9.2.3.8_& 9.2.4.4.2 See (a) to (c) below for related sections: 9.2.3.9, 9.6.3.6, And Exhibit A at 9.20.13</p> <p>“Design Change”</p>	<p><u>9.2.3.8 Design Change rates for Unbundled Loops</u></p> <p>9.2.4.4.2 Charges, as set forth in Exhibit A, apply for the following modifications to existing orders unless the need for such change is caused by Qwest:</p> <p style="padding-left: 40px;">a) Design Change; and</p> <p style="padding-left: 40px;">ba) Expedited order.</p>	<p>9.2.3.8 Design Change rates for Unbundled Loops</p> <p>9.2.4.4.2 Charges, as set forth in Exhibit A, apply for the following modifications to existing orders unless the need for such change is caused by Qwest:</p> <p style="padding-left: 40px;">a) <u>Design Change</u>; and</p> <p style="padding-left: 40px;">ba) Expedited order.</p>
<p>Issue 4-5(a)</p> <p>9.2.3.9</p> <p>CFA Change</p>	<p><u>9.2.3.9 CFA Change – 2/4/ Wire Loop Cutovers, Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.</u></p>	<p>9.2.3.9 CFA Change – 2/4 Wire Loop Cutovers, Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.</p>
<p>Issue 4-5(b)</p> <p>Section 9.6.3.6</p> <p>Design Change rate for UDIT</p>	<p><u>9.6.3.6 Design Change rates for UDITs are contained in Exhibit A of this Agreement.</u></p>	<p>9.6.3.6 Design Change rates for UDITs are contained in Exhibit A of this Agreement.</p> <p>Note: See the agreed to language at 9.6.4.1.4</p>
<p>Issue 4-5 (c)</p> <p>Exhibit A</p> <p>Section 9.20.13</p> <p>Design Change Charge</p>	<p>9.20.13 Design Change (Transport)</p> <p>9.20.13.1.1 Manual <u>\$53.65</u> E</p> <p>9.29.13.1.2 Mechanized <u>\$50.45</u> E</p> <p><u>9.20.13.2 Loop \$30.00 1</u></p>	<p>9.20.13 Design Change (Transport)</p> <p>9.20.13.1.1 Manual \$53.65 E</p> <p>9.29.13.1.2 Mechanized \$50.45 E</p> <p>9.20.13.2 Loop \$30.00 1</p>

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	9.20 13.3 CFA..... \$ 5.00 1	9.20 13.3 CFA..... \$ 5.00 1
Issue 5-6 Section 5.4.2 Discontinuation of Order Processing (1 of 2 options)	<p>PROPOSAL #1:</p> <p>5.4.2 With the Commission's approval, One Party may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date. The Billing Party will notify the other Party in writing and the Commission on a confidential basis at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to Section 5.4.5. The Billing Party shall resume order processing without unreasonable delay upon receipt of full payment of all charges, and payment of a deposit, if any, for the relevant services not disputed in good faith under this Agreement. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, the billed Party</p>	<p>SAME FOR BOTH PROPOSALS :</p> <p>5.4.2 With the Commission's approval, One Party may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date. The Billing Party will notify the other Party in writing and the Commission on a confidential basis at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to Section 5.4.5. The Billing Party shall resume order processing without unreasonable delay upon receipt of full payment of all charges, and payment of a deposit, if any, for the relevant services not disputed in good faith under this Agreement. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p>

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	reserves the right to seek equitable relief, including injunctive relief and specific performance.	
DISCONTINUATION OF ORDER PROCESSING		
Issue 5-6 Section 5.4.2 Discontinuation of Order Processing (2 of 2 options)	PROPOSAL #2: 5.4.2 One Party may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date. . . . <u>If the billed Party asks the Commission to prevent discontinuance of order processing and/or rejection of orders (e.g., because delay in submitting dispute or making payment was reasonably justified due to inaccurate or incomplete Billing), the Billing Party will continue order processing while the proceedings are pending, unless the Commission orders otherwise.</u> . . .	SAME FOR BOTH PROPOSALS : 5.4.2 One Party may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date. . . . If the billed Party asks the Commission to prevent discontinuance of order processing and/or rejection of orders (e.g., because delay in submitting dispute or making payment was reasonably justified due to inaccurate or incomplete Billing), the Billing Party will continue order processing while the proceedings are pending, unless the Commission orders otherwise. . . .
Issue 5-7 Section 5.4.3 & see (a) below related section 5.1.13 Commission approval for disconnects	5.4.3 <u>With the Commission’s approval pursuant to Section 5.13.1, The</u> the Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the Payment Due Date. For Resale products pursuant to Section 6, the billed Party will pay the applicable tariffed non-recurring charge less the wholesale discount set forth in Exhibit A, required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to	5.4.3 With the Commission’s approval pursuant to Section 5.13.1, T he Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the Payment Due Date. For Resale products pursuant to Section 6, the billed Party will pay the applicable tariffed non-recurring charge less the wholesale discount set forth in Exhibit A, required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, if any, shall become due. If the Billing Party does not disconnect the billed

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	<p>disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, if any, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice, <u>if disconnection has been approved by the Commission</u>. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party may request a deposit (or recalculate the deposit) as specified in Sections 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p>	<p>Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice, <u>if disconnection has been approved by the Commission</u>. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party may request a deposit (or recalculate the deposit) as specified in Sections 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p>
<p>Issue 5-7(a) Section 5.13.1 Commission approval prior to disconnection</p>	<p>5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party <u>must notify the Commission in writing and</u> may seek relief in accordance with the Dispute</p>	<p>5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party <u>must notify the Commission in writing and</u> may seek relief in accordance with the Dispute resolution provision of this Agreement. The failure of either Party to enforce any of the</p>

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	<p>resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect. <u>Neither Party shall disconnect service to the other Party without first obtaining Commission approval.</u> To the extent that either Party disputes, pursuant to Section 21.8, any amount due hereunder, the Party’s withholding of such disputed amounts pursuant to Section 21.8 shall not constitute a default under this Section 5.13 during the pendency of such dispute.</p>	<p>provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect. Neither Party shall disconnect service to the other Party without first obtaining Commission approval. To the extent that either Party disputes, pursuant to Section 21.8, any amount due hereunder, the Party’s withholding of such disputed amounts pursuant to Section 21.8 shall not constitute a default under this Section 5.13 during the pendency of such dispute.</p>
DEPOSITS		
<p>Issue 5-8 Section 5.4.5 De Minimus Amount (1 of 3 issues in 1st Eschelon proposal for 5.4.5)</p>	<p><u>5.4.5 Disputed portion (issue 1):</u> “Repeatedly Delinquent” means payment of any undisputed non-de minimus amount received more than thirty (30) Days after the Payment Due Date . . . <u>Entire provision:</u> 5.4.5 Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other for the first time, based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not established satisfactory credit with the other Party according to the previous sentence or the Party is Repeatedly Delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-</p>	<p><u>5.4.5 Disputed portion (issue 1):</u> “Repeatedly Delinquent” means payment of any undisputed non-de minimus amount received more than thirty (30) Days after the Payment Due Date . . . <u>Entire provision:</u> 5.4.5 Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other for the first time, based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not established satisfactory credit with the other Party according to the previous sentence or the Party is Repeatedly Delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before</p>

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	<p>payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. “Repeatedly Delinquent” means payment of any undisputed <u>non-de minimus</u> amount received more than thirty (30) Days after the Payment Due Date, <u>for three (3) consecutive months. or more times during a twelve (12) month period</u> on the same Billing account number. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met, <u>unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</u></p>	<p>reconnection of service. “Repeatedly Delinquent” means payment of any undisputed non-de minimus amount received more than thirty (30) Days after the Payment Due Date, for three (3) consecutive months. or more times during a twelve (12) month period on the same Billing account number. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met, unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</p>
Issue 5-9	PROPOSAL #1 (issue 2):	SAME FOR ALL PROPOSALS:

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<p>Section 5.4.5</p> <p>Definition of Repeatedly Delinquent</p> <p>(2 of 3 issues in 1st Eschelon proposal for 5.4.5)</p> <p>(1 of 2 options)</p>	<p>5.4.5 . . . “Repeatedly Delinquent” means payment of any undisputed . . . amount received more than thirty (30) Days after the Payment Due Date, <u>for three (3) consecutive months, or more times during a twelve (12) month period</u> on the same Billing account number. . . .</p>	<p>5.4.5 . . . “Repeatedly Delinquent” means payment of any undisputed . . . amount received more than thirty (30) Days after the Payment Due Date, for three (3) consecutive months <u>or more times during a twelve (12) month period</u> on the same Billing account number. . . .</p>
<p>Issue 5-9</p> <p>Section 5.4.5</p> <p>Definition of Repeatedly Delinquent</p> <p>(2 of 3 issues 1st Eschelon proposal for 5.4.5)</p> <p>(2 of 2 options)</p>	<p>PROPOSAL #2 (issue 2):</p> <p>5.4.5 . . . “Repeatedly Delinquent” means payment of any undisputed . . . amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a <u>six (6) month</u> period on the same Billing account number. . . .</p>	<p>SAME FOR ALL PROPOSALS:</p> <p>5.4.5 . . . “Repeatedly Delinquent” means payment of any undisputed . . . amount received more than thirty (30) Days after the Payment Due Date, three (3) or more times during a <u>twelve (12) month</u> period on the same Billing account number. . . .</p>
<p>Issue 5-10</p> <p>Intentionally left Blank</p>		
<p>Issue 5-11</p> <p>Section 5.4.5</p> <p>Disputes Before Commission</p> <p>(3 of 3 issues in 1st Eschelon proposal for 5.4.5)</p>	<p>5.4.5 . . . Required deposits are due and payable within thirty (30) Days after demand and conditions being met, <u>unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</u></p>	<p>5.4.5 . . . Required deposits are due and payable within thirty (30) Days after demand and conditions being met, unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</p>
<p>Issue 5-12</p>	<p>PROPOSAL #3:</p>	<p>SAME FOR ALL PROPOSALS:</p>

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<p>Section 5.4.5</p> <p>Deposit Requirement</p> <p>(Eschelon Proposal #3)</p>	<p>5.4.5 Each Party has will determined the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the <u>If a</u> Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. <u>The Billing Party may also require a deposit for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21 of this Agreement, for the relevant services provided under this Agreement within ninety (90) Days following the Payment Due Date, if the Commission determines that all relevant circumstances warrant a deposit. "Repeatedly delinquent" means any payment received thirty (30) Days or more after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number. Accounts with amounts disputed under the dispute provisions of this agreement shall not be included as Repeatedly Delinquent based on amounts in dispute alone.</u> The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or</p>	<p>Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other for the first time, based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not established satisfactory credit with the other Party according to the previous sentence or the Party is Repeatedly Delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. The Billing Party may also require a deposit for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21 of this Agreement, for the relevant services provided under this Agreement within ninety (90) Days following the Payment Due Date, if the Commission determines that all relevant circumstances warrant a deposit. "Repeatedly delinquent" means any payment received thirty (30) Days or more after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number. Accounts with amounts disputed under the dispute provisions of this agreement shall not be included as Repeatedly Delinquent based on amounts in dispute alone. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing <u>and/or the date CLEC is repeatedly delinquent as described above</u> for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit.</p>

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	resumption of order processing and/or the date CLEC is repeatedly delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met.	Required deposits are due and payable within thirty (30) Days after demand and conditions being met.
REVIEW OF CREDIT STANDING		
Issue 5-13 Section 5.4.7 Review of credit standing (1 of 2 options)	PROPOSAL #1: <u>5.4.7 Intentionally Left Blank.</u>	SAME FOR BOTH PROPOSALS: <u>5.4.7 The Billing Party may review the other Party's credit standing and increase the amount of deposit required but in no event will the maximum amount exceed the amount stated in Section 5.4.5.</u>
Issue 5-13 Section 5.4.7 Review of credit standing (2 of 2 options)	PROPOSAL #2: 5.4.7 The Billing Party may review the other Party's credit standing and increase the amount of deposit required, <u>if approved by the Commission</u> but in no event will the maximum amount exceed the amount stated in Section 5.4.5.	SAME FOR BOTH PROPOSALS: 5.4.7 The Billing Party may review the other Party's credit standing and increase the amount of deposit required, if approved by the Commission but in no event will the maximum amount exceed the amount stated in Section 5.4.5.
Issue 5-14 Intentionally Left Blank Issue 5-15 Intentionally Left Blank		
Section 5.13.1 See Issue 5-7(a) above		
COPY OF NON-DISCLOSURE AGREEMENT		

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Issue 5-16 Section 5.16.9.1 Non-disclosure Agreement	5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. <u>Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution.</u> Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.	5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.
Issue 6-17 Intentionally Left Blank		
Section 6.6.4 – See Section 12.4.1.8 (issue 12-80)		
Section 7.3.5.2 See Section Issue 12-67 (a)-(f) below		
Section 7.4.7 - See Section 1.7.2 above (issue 1-1)		

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TRANSIT RECORD CHARGE AND BILL VALIDATION		
Issue 7-18 Section 7.6.3.1 Application of Transit Record Charge	<u>7.6.3.1 In order to verify Qwest’s bills to CLEC for Transit Traffic the billed party may request sample 11-01-XX records for specified offices. These records will be provided by the transit provider in EMI mechanized format to the billed party at no charge, because the records will not be used to bill a Carrier. The billed party will limit requests for sample 11-01-XX data to a maximum of once every six months, provided that Billing is accurate.</u>	7.6.3.1 In order to verify Qwest’s bills to CLEC for Transit Traffic the billed party may request sample 11-01-XX records for specified offices. These record will be provided by the transit provider in EMI mechanized format to the billed party at no charge, because the records will not be used to bill a Carrier. The billed party will limit requests for sample 11-01-XX data to a maximum of once every six months, provided that Billing is accurate.
Issue 7-19 Section 7.6.4 Transit Record Bill Validation Detail	<u>7.6.4 Qwest will provide the non-transit provider, upon request, bill validation detail including but not limited to: originating and terminating CLLI code, originating and terminating Operating Company Number, originating and terminating state jurisdiction, number of minutes being billed, rate elements being billed, and rates applied to each minute.</u>	7.6.4 Qwest will provide the non-transit provider, upon request, bill validation detail including but not limited to: originating and terminating CLLI code, originating and terminating Operating Company Number, originating and terminating state jurisdiction, number of minutes being billed, rate elements being billed, and rates applied to each minute.
COLLOCATION AVAILABLE INVENTORY		
Issue 8-20 Section 8.1.1.10.1.1.1 Collocation Available Inventory Posting of Previous Quotes for Sites	<u>8.1.1.10.1.1.1 Notwithstanding any other provision of this Agreement, if Qwest prepares a QPF for a posted Collocation site and for any reason the posted Collocation site is returned to Qwest inventory, Qwest will post the quoted price from the QPF on the inventory list for that site and, for future requests for that site, will waive the QPF, as the quote has already been prepared, unless Qwest establishes a change in circumstance affecting the quoted price.</u>	8.1.1.10.1.1.1 Notwithstanding any other provision of this Agreement, if Qwest prepares a QPF for a posted Collocation site and for any reason the posted Collocation site is returned to Qwest inventory, Qwest will post the quoted price from the QPF on the inventory list for that site and, for future requests for that site, will waive the QPF, as the quote has already been prepared, unless Qwest establishes a change in circumstance affecting the quoted price.
Issue 8-20a Section	8.2.10.4.3 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within	8.2.10.4.3 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within ten (10) Days after receipt of the application. If the site is

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<p>8.2.10.4.3</p> <p>Collocation Available Inventory</p> <p>Charges for augment application</p>	<p>ten (10) Days after receipt of the application. If the site is not available the CPMC will notify the CLEC in writing. If the site is available a site survey will be arranged with the CLEC and Qwest State Interconnect Manager (SICM). Upon completion of the survey Qwest will prepare a quote based on the site inventory and any requested modifications to the site. CLEC must pay in full one hundred percent (100%) of the quoted non-recurring charges to Qwest within thirty (30) Days of receipt of the quote. If Qwest does not receive the payment within such thirty (30) Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a special site assessment fee for work performed up to the point of expiration or non-acceptance of the quote. See Section 8.3.11.3.2. If CLEC requests an augment application then CLEC will be a charged a QPF instead of the special site assessment fee. Upon receipt of the full payment for the quoted non-recurring charges, Qwest will begin the establishment of the site records and the complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that CLEC requires Qwest to install additional services to the existing site, the interval will revert to the intervals defined in the assuming CLEC’s Interconnect Agreement.</p>	<p>not available the CPMC will notify the CLEC in writing. If the site is available a site survey will be arranged with the CLEC and Qwest State Interconnect Manager (SICM). Upon completion of the survey Qwest will prepare a quote based on the site inventory and any requested modifications to the site. CLEC must pay in full one hundred percent (100%) of the quoted non-recurring charges to Qwest within thirty (30) Days of receipt of the quote. If Qwest does not receive the payment within such thirty (30) Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a special site assessment fee for work performed up to the point of expiration or non-acceptance of the quote. See Section 8.3.11.3.2. <u>If CLEC requests an augment application then CLEC will be a charged a QPF instead of the special site assessment fee.</u> Upon receipt of the full payment for the quoted non-recurring charges, Qwest will begin the establishment of the site records and the complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that CLEC requires Qwest to install additional services to the existing site, the interval will revert to the intervals defined in the assuming CLEC’s Interconnect Agreement.</p>
<p>POWER</p>		
<p>Issue 8-21</p> <p>Section 8.2.1.29.2.1</p>	<p>8.2.1.29.2.1 CLEC orders DC power plant in increments of twenty (20) amps per feed minimum. If CLEC orders an increment larger than sixty (60) amps, engineering practice normally terminates such feed on a power board. Qwest measures power</p>	<p>8.2.1.29.2.1 CLEC orders DC power plant in increments of twenty (20) amps per feed minimum. If CLEC orders an increment larger than sixty (60) amps, engineering practice normally terminates such feed on a power board. Qwest measures power <u>usage</u> on the power board, as described in Section</p>

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<p>See (a)-(d) below for related issues for sections 8.2.1.29.2.2 8.3.1.6 8.3.1.6.1 8.3.1.6.2 & subparts (a)&(b)</p> <p>-48 Volt Power Measurement</p>	<p>usage on the power board, as described in Section 8.2.1.29.2.2 below. If CLEC orders an increment of sixty (60) amps or less, the power feed will normally appear on a Battery Distribution Fuse Board (BDFB). No power usage measurement occurs at a BDFB.</p>	<p>8.2.1.29.2.2 below. If CLEC orders an increment of sixty (60) amps or less, the power feed will normally appear on a Battery Distribution Fuse Board (BDFB). No power usage measurement occurs at a BDFB.</p>
<p>Issue 8-21 (a) Section 8.2.1.29.2.2 -48 Volt Power Measurement</p>	<p>8.2.1.29.2.2 Measurement of Power Usage at the Power Board – Unless CLEC requests power measurement, power will not be measured. Qwest will bill CLEC power usage based on the amount of power ordered unless power measurement is requested and until a reading is taken pursuant to this Section. Qwest will measure power usage at the power board on a semi-annual basis. However, Qwest also agrees to take a reading within thirty (30) Days of a written CLEC request. Qwest will perform a maximum of four (4) readings per year for a particular Collocation site. CLEC is required to have its equipment in place prior to making any request for Qwest measure power usage. If the initial measurement is zero, CLEC must notify Qwest when its equipment is in place and allow Qwest an additional reading to measure power. Based on these readings, if CLEC is utilizing less than the ordered amount of power, Qwest will reduce the monthly power usage rate to CLEC's actual use based on the reading from the date of CLEC's measuring request on a going forward basis until the next reading. If CLEC is utilizing more than the ordered amount, Qwest will increase the</p>	<p>8.2.1.29.2.2 Measurement of Power Usage at the Power Board – Unless CLEC requests power measurement, power will not be measured. Qwest will bill CLEC power usage based on the amount of power ordered unless power measurement is requested and until a reading is taken pursuant to this Section. Qwest will measure power usage at the power board on a semi-annual basis. However, Qwest also agrees to take a reading within thirty (30) Days of a written CLEC request. Qwest will perform a maximum of four (4) readings per year for a particular Collocation site. <u>CLEC is required to have its equipment in place prior to making any request for Qwest measure power usage. If the initial measurement is zero, CLEC must notify Qwest when its equipment is in place and allow Qwest an additional reading to measure power.</u> Based on these readings, if CLEC is utilizing less than the ordered amount of power, Qwest will reduce the monthly power usage rate to CLEC's actual use based on the reading from the date of CLEC's measuring request on a going forward basis until the next reading. If CLEC is utilizing more than the ordered amount, Qwest will increase the monthly usage rate to the CLEC's actual use. Once Qwest receives a CLEC measuring request, it will bill the actual power usage rate based on the reading from the date of the CLEC's measuring request, on a going forward basis, until the next reading.</p>

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	monthly usage rate to the CLEC's actual use. Once Qwest receives a CLEC measuring request, it will bill the actual power usage rate based on the reading from the date of the CLEC's measuring request, on a going forward basis, until the next reading.	
Issue 8-21 (b) Section 8.3.1.6 -48 Volt Power Measurement	8.3.1.6 -48 Volt DC Power. There are two -48 Volt DC Power charges, as described below, one for -48 Volt DC Power Plant and one for -48 Volt DC Power Usage. <u>Both Power Charges described in this Section are adjusted based on usage readings when power is measured.</u>	8.3.1.6 -48 Volt DC Power. There are two -48 Volt DC Power charges, as described below, one for -48 Volt DC Power Plant and one for -48 Volt DC Power Usage. <u>Both Power Charges described in this Section are adjusted based on usage readings when power is measured.</u>
Issue 8-21 (c) Section 8.3.1.6.1 -48 Volt Power Measurement	8.3.1.6.1 <u>There are two -48V DC Power charges: (1) The -48 Volt DC Power Plant charge provides -48 Volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. The DC Power Plant Charge recovers the cost of the capacity of the power plant available for CLEC's use. (2) The -48 Volt DC Power Usage Charge, which is also specified in Exhibit A. Both -48V DC Power charges may be either non-measured or measured, as follows:</u>	8.3.1.6.1 <u>There are two -48V DC Power charges: (1) The -48 Volt DC Power Plant charge provides -48 Volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of request. The DC Power Plant Charge recovers the cost of the capacity of the power plant available for CLEC's use. (2) The -48 Volt DC Power Usage Charge, which is also specified in Exhibit A. Both -48V DC Power charges may be either non-measured or measured, as follows:</u>
Issue 8-21 (d) Section 8.3.1.6.2 and subparts (a) & (b) -48 Volt Power Measurement	8.3.1.6.2 <u>The -48 Volt DC Power Usage Charge recovers the cost of the CLEC's power usage. -48 Volt DC Power Usage can be provided and charged on a non-measured basis, or, in some cases specified below, on a measured basis.</u> a) <u>Non-Measured -48 Volt DC Power Usage Charge – Qwest will apply the -48 Volt Power Usage charge for the quantity of power ordered by the CLEC. Qwest will not adjust the billed usage based upon power usage readings.</u> This applies to all CLEC orders for -48 Volt DC	8.3.1.6.2 <u>The -48 Volt DC Power Usage Charge recovers the cost of the CLEC's power usage. -48 Volt DC Power Usage can be provided and charged on a non-measured basis, or, in some cases specified below, on a measured basis.</u> a) <u>Non-Measured -48 Volt DC Power Usage Charge – Qwest will apply the -48 Volt Power Usage charge for the quantity of power ordered by the CLEC. Qwest will not adjust the billed usage based upon power usage readings.</u> This applies to all CLEC orders for -48 Volt DC Power which are equal to or less than sixty (60) amps. Qwest will apply the -48 Volt DC Power <u>Usage</u> Charge for the quantity of power ordered by CLEC.

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	<p>Power which are equal to or less than sixty (60) amps. Qwest will apply the -48 Volt DC Power Usage Charge for the quantity of power ordered by CLEC. Qwest will not adjust the billed usage based upon -actual usage. -power usage readings. This charge also applies to all CLEC orders for -48 Volt DC Power Usage which are greater than sixty (60) amps, unless CLEC orders -48 Volt DC Power Measurement, in which case CLEC will be charged for Measured -48 Volt DC Power Usage as described in Section 8.3.1.6.2(b) below.</p> <p>b) Measured -48 Volt DC Power Usage Charge – This measured power usage charge applies, if elected by CLEC, on a per amp basis to all orders of greater than sixty (60) amps. For orders of greater than sixty (60) amps, CLEC may elect Measured -48 Volt DC Power Usage pursuant to this provision by ordering -48 Volt DC Power Measurement. Qwest will initially apply the -48 Volt DC Power Usage Charge to the quantity of power ordered by CLEC. Qwest will determine read the actual power usage as described in Section 8.2.1.29.2.2 and will charge based on the power usage at the time of the reading, on a going forward basis, until the next reading. There is a minimum charge of one amp.</p>	<p>Qwest will not adjust the billed usage based upon actual usage. -power usage readings. This charge also applies to all CLEC orders for -48 Volt DC Power Usage which are greater than sixty (60) amps, unless CLEC orders -48 Volt DC Power Measurement, in which case CLEC will be charged for Measured -48 Volt DC Power Usage as described in Section 8.3.1.6.2(b) below.</p> <p>b) Measured -48 Volt DC Power Usage Charge – This measured power usage charge applies, if elected by CLEC, on a per amp basis to all orders of greater than sixty (60) amps. For orders of greater than sixty (60) amps, CLEC may elect Measured -48 Volt DC Power Usage pursuant to this provision by ordering -48 Volt DC Power Measurement. Qwest will initially apply the -48 Volt DC Power Usage Charge to the quantity of power ordered by CLEC. Qwest will determine read the actual power usage as described in Section 8.2.1.29.2.2 and will charge based on the power usage at the time of the reading, on a going forward basis, until the next reading. There is a minimum charge of one amp.</p>
For Section 8.2.3.9 see Issue 8-24		
Issue 8-22 Sections 8.3.9.1.3 & 8.3.9.2.3	8.3.9.1.3 <u>Intentionally Left Blank</u>	8.3.9.1.3 <u>DC Power Reduction QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Reduction request. It covers the project, order and support management, engineering and planning</u>

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-48 Volt power QPF		<u>associated with the administrative functions of processing the request.</u> <u>8.3.9.2.3 DC Power Restoration QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the DC Power Restoration request. It covers the project, order and support management, engineering and planning associated with the administrative functions of processing the request.</u>
Closed Issue 8-23 Section 8.3.9.2.1 -48 Volt Power Restoration Charges	8.3.9.2.1 DC Power Restoration With Reservation. <u>CLEC will be charged the DC Power Reduction/Restoration Charge. When power is restored, nonrecurring charges will be assessed on an ICB basis for the work required to restore the power utilizing standard power rate elements for power usage, labor and cabling charges.</u>	8.3.9.2.1 DC Power Restoration With Reservation. CLEC will be charged the DC Power Reduction/Restoration Charge. <u>When power is restored, nonrecurring charges will be assessed on an ICB basis for the work required to restore the power utilizing standard power rate elements for power usage, labor and cabling charges.</u>
Closed Issue 8-24 Section 8.2.3.9 NEBS Standards	8.2.3.9 <u>Qwest will determine and notify CLEC, in the manner described below, within ten (10) Days of CLEC submitting its Collocation application if Qwest believes CLEC’s listed equipment does not comply with NEBS Level 1 safety standards or is in violation of any Applicable Laws or regulations, all equally applicable to Qwest. If CLEC disagrees, CLEC may respond with the basis for its position within ten (10) Days of receipt of such notice from Qwest.</u> If, during installation, Qwest determines CLEC activities or equipment <u>other than those listed in the Collocation application</u> do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work related to the activities or equipment at issue until the situation	8.2.3.9 Qwest will determine and notify CLEC, in the manner described below, within ten (10) Days of CLEC submitting its Collocation application if Qwest believes CLEC’s listed equipment does not comply with NEBS Level 1 safety standards or is in violation of any Applicable Laws or regulations, all equally applicable to Qwest. If CLEC disagrees, CLEC may respond with the basis for its position within ten (10) Days of receipt of such notice from Qwest. If, during installation, Qwest determines CLEC activities or equipment other than those listed in the Collocation application do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work related to the activities or equipment at issue until the situation is remedied or CLEC demonstrates that Qwest’s determination was incorrect. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the

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	<p>is remedied or CLEC demonstrates that Qwest’s determination was incorrect. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC’s equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere immediately with the performance of Qwest’s service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC’s expense. If time permits, Qwest shall first provide CLEC a meaningful opportunity to respond and, if necessary, remedy the situation. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.</p>	<p>specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC’s equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere immediately with the performance of Qwest’s service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC’s expense. If time permits, Qwest shall first provide CLEC a meaningful opportunity to respond and, if necessary, remedy the situation. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.</p>
Issue 8-25 Intentionally Left Blank		
Issue 8-26 Intentionally Left Blank		
Issue 8-27		

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Issue 8-28 Intentionally Left Blank		
OPTIONED CONTIGUOUS SPACE		
Closed Issue 8-29 Section 8.4.1.8.7.3 Optioned Contiguous Space	8.4.1.8.7.3 Where contiguous space has been Optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or CLECs require the use of CLEC’s contiguous space. Upon notification, CLEC will have seventy two (72) hours <u>seven (7) Days</u> to indicate its intent to submit a Collocation application or Collocation Reservation. CLEC may choose to terminate the contiguous space Option or continue without the contiguous provision.	8.4.1.8.7.3 Where contiguous space has been Optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or CLECs require the use of CLEC’s contiguous space. Upon notification, CLEC will have <u>seventy two (72) hours</u> seven (7) Days to indicate its intent to submit a Collocation application or Collocation Reservation. CLEC may choose to terminate the contiguous space Option or continue without the contiguous provision.
Issue 30 Intentionally Left Blank		
Sections 9.1.1.1.1 & 9.1.1.1.1.1 See Issue 9-58(e) (Section 9.23.4.4.3.1) below	<u>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</u> <u>9.1.1.1.1.1 When a UNE and another service are Commingled, the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.</u>	9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24: 9.1.1.1.1.1 When a UNE and another service are Commingled, the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.
Sections 9.1.1.1.1 & 9.1.1.1.1.2 – See Issue 9-58(d) (Section 9.23.4.5.1) below	<u>9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering</u>	9.1.1.1.1.2 —When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering on a single service request, using a single identifier, and including all chargeable rate elements on the same

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	<p><u>on a single service request, using a single identifier, and including all chargeable rate elements on the same BAN is not Technically Feasible, Qwest will identify and relate the elements of the arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.</u></p>	<p>BAN is not Technically Feasible, Qwest will identify and relate the elements of the arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.</p>
<p>NONDISCRIMINATORY ACCESS TO UNES</p>		
<p>Issue 9-31 Section 9.1.2 Miscellaneous functions as part of access to UNES</p>	<p>9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. <u>Access to Unbundled Network Elements includes moving, adding to, repairing and changing the UNE (through, e.g., design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders).</u> Qwest shall perform for CLEC those Routine Network Modifications that Qwest performs for its own End User Customers. The requirement for Qwest to modify its network on a nondiscriminatory basis is not limited to copper loops and applies to all unbundled transmission facilities, including Dark Fiber transport when available pursuant to Section 9.7. Where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in “substantially the same time and manner” to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does</p>	<p>9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. Access to Unbundled Network Elements includes moving, adding to, repairing and changing the UNE (through, e.g., design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders). Qwest shall perform for CLEC those Routine Network Modifications that Qwest performs for its own End User Customers. The requirement for Qwest to modify its network on a nondiscriminatory basis is not limited to copper loops and applies to all unbundled transmission facilities, including Dark Fiber transport when available pursuant to Section 9.7. Where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in “substantially the same time and manner” to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein</p>

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	<p>not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.</p>	<p>indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.</p>
Issue 9-32 Intentionally left blank		
NETWORK MAINTENANCE AND MODERNIZATION		
<p>Issue 9-33</p> <p>Section 9.1.9; Section 9.1.9.1</p> <p>Network Maintenance and Modernization Activities –</p> <p>Affect on End User Customers</p> <p>(1 of 4 issues in Sections 9.1.9 & 9.1.9.1)</p>	<p><u>9.1.9 Disputed portion (Issue 1):</u> Such changes may result in minor changes to transmission parameters but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1 and, (for retirement of copper loops, see section 9.2.1.2.3).</p> <p><u>9.1.9 & 9.1.9.1 Entire provision:</u> 9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may</p>	<p><u>9.1.9 Disputed portion (Issue 1):</u> Such changes may result in minor changes to transmission parametersbut will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1 and, (for retirement of copper loops, see section 9.2.1.2.3).</p> <p><u>9.1.9 & 9.1.9.1 Entire provision:</u> 9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1 and, (for retirement of</p>

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	<p>result in minor changes to transmission parameters <u>but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1 and</u>, (for retirement of copper loops, see section 9.2.1.2.3). Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC’s performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur, <u>including if End User Customer specific, the circuit identification and End User Customer address information</u>, and any other information required by applicable FCC rules. Qwest provides such disclosures on an Internet web site. In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than three (3) business days in advance of the Qwest dispatch and within three (3) business days after completing the maintenance or modernization activity. In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance</p>	<p>copper loops, see section 9.2.1.2.3). Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC’s performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur, including if End User Customer specific, the circuit identification and End User Customer address information, and any other information required by applicable FCC rules. Qwest provides such disclosures on an Internet web site. In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than three (3) business days in advance of the Qwest dispatch and within three (3) business days after completing the maintenance or modernization activity. <u>In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity.</u> No charges apply to dispatches described in this Section 9.1.9 and 9.1.9.1. <u>Qwest repair center personnel will provide the status on emergency maintenance or modernization activity to the extent they are aware of such status in the same manner as would be provided for Qwest’s own end users. CLEC may contact their Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s).</u></p>

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	<p>email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. No charges apply to dispatches described in this Section 9.1.9 <u>and 9.1.9.1</u>. Qwest repair center personnel will provide the status on emergency maintenance or modernization activity to the extent they are aware of such status in the same manner as would be provided for Qwest’s own end users. CLEC may contact their Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s).</p> <p><u>9.1.9.1 In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s).</u></p>	<p>9.1.9.1 ——— In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s).</p>
<p>Issue 9-34</p> <p>Sections 9.1.9, 9.1.9.1</p> <p>Network Maintenance and Modernization Activities –</p>	<p>9.1.9 . . . Such notices will contain the location(s) at which the changes will occur, <u>including if End User Customer specific, the circuit identification and End User Customer address information</u>, and any other information required by applicable FCC rules. . . .</p>	<p>9.1.9 Such notices will contain the location(s) at which the changes will occur, including if End User Customer specific, the circuit identification and End User Customer address information, and any other information required by applicable FCC rules. . . .</p>

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Location at Which Changes Occur (2 of 4 issues in Sections 9.1.9 & 9.1.9.1)		
<p>Closed</p> <p>Issue 9-35</p> <p>Sections 9.1.9, 9.1.9.1</p> <p>Network Maintenance and Modernization Activities –</p> <p>Emergencies</p> <p>(3 of 4 issues in Sections 9.1.9 & 9.1.9.1)</p>	<p>9.1.9 Qwest repair center personnel will provide the status on emergency maintenance or modernization activity to the extent they are aware of such status in the same manner as would be provided for Qwest’s own end users. CLEC may contact their Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s).</p> <p><u>9.1.9.1 In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s).</u></p>	<p>9.1.9 <u>Qwest repair center personnel will provide the status on emergency maintenance or modernization activity to the extent they are aware of such status in the same manner as would be provided for Qwest’s own end users. CLEC may contact their Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s).</u></p> <p>9.1.9.1 ——— In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s).</p>
<p>Closed</p> <p>Issue 9-36</p> <p>Sections 9.1.9, 9.1.9.1</p> <p>Network Maintenance and</p>	<p>9.1.9No charges apply to dispatches described in this Section 9.1.9 <u>and 9.1.9.1.</u></p>	<p>9.1.9No charges apply to dispatches described in this Section 9.1.9<u>and 9.1.9.1</u></p>

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Modernization Activities – Placement/Charges (4 of 4 issues in Sections 9.1.9 & 9.1.9.1)		
Section 9.1.12.1 – See Issue 12- 67 (Section 12.2.1.2) below		
Issue 9-37 Section 9.1.13.3 Moved to potentially “Stayed Issues”		
Issue 9-37(a) Section 9.1.13.3 Moved to potentially “Stayed Issues”		
Issue 9-37(b) Section 9.1.13.3 Moved to potentially “Stayed Issues”		
Issue 9-38 Section 9.1.13.3 Moved to potentially “Stayed Issues”		
9.1.13.4.1 and 9.1.13.4.1.2.2. are Closed (9.1.13.4.1.2.3 is Open) Issue 9-39 Section 9.1.13.4.1; 9.1.13.4.1.2.2; 9.1.13.4.1.2.3 (Caps)	<u>9.1.13.4.1.....Pursuant to Section 5.18.2 of this Agreement, prior to any other formal Dispute resolution proceedings, each Party will negotiate in good faith to resolve the Dispute. To facilitate good faith negotiations and in an attempt to avoid further proceedings, the Parties will work together to verify the qualification information of any High Capacity Loop or high capacity transport UNE that Qwest</u>	9.1.13.4.1.....Pursuant to Section 5.18.2 of this Agreement, prior to any other formal Dispute resolution proceedings, each Party will negotiate in good faith to resolve the Dispute. To facilitate good faith negotiations and in an attempt to avoid further proceedings, the Parties will work together to verify the qualification information of any High Capacity Loop or high capacity transport UNE that Qwest challenges. To do so, Qwest shall provide at least the following information to CLEC (with any

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(Remainder of 9.1.13.4.1.2 moved to “Stayed Issues” ⁵)	<p><u>challenges. To do so, Qwest shall provide at least the following information to CLEC (with any Confidential Information being subject to Sections 5.16 and 5.18.3.1.4 of this Agreement or as ordered by the Commission or other appropriate authority):</u></p> <p>...</p> <p><u>9.1.13.4.1.2.2 For Caps:</u></p> <p><u>9.1.13.4.1.2.2.1 With respect to the caps described in Sections 9.2 and 9.6.2.3, data that allows CLEC to identify all CLEC circuits relating to the applicable Route or Building [including circuit identification (ID), installation purchase order number (PON), Local Service Request identification (LSR ID), Customer Name/Service Name, installation date, and service address including location (LOC) information].</u></p> <p><u>9.1.13.4.1.2.3 For all: Other data upon which Qwest relies for its position that CLEC may not access the UNE.</u></p>	<p>Confidential Information being subject to Sections 5.16 and 5.18.3.1.4 of this Agreement or as ordered by the Commission or other appropriate authority):</p> <p>---</p> <p>9.1.13.4.1.2.2 For Caps:</p> <p>9.1.13.4.1.2.2.1 With respect to the caps described in Sections 9.2 and 9.6.2.3, data that allows CLEC to identify all CLEC circuits relating to the applicable Route or Building [including circuit identification (ID), installation purchase order number (PON), Local Service Request identification (LSR ID), Customer Name/Service Name, installation date, and service address including location (LOC) information].</p> <p>9.1.13.4.1.2.3 For all: Other data upon which Qwest relies for its position that CLEC may not access the UNE.</p>
Issue 9-40 Section 9.1.13.3 Moved to potentially “Stayed Issues”		
Issue 9-41 Section 9.1.13.3 Moved to potentially “Stayed Issues”		
Issue 9-42		

⁵ To the extent any language also applies to wire centers and the wire center issue is stayed, see Issue 9-39 below under “Stayed Issues”.

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Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	QWEST PROPOSED LANGUAGE
Section 9.1.13.3 Moved to potentially “Stayed Issues”		
WIRE CENTER ISSUES		
Section 9.1.14.6 – See Issue 9- 40 (Section 9.1.13.5.2) above		
Section 9.1.15.1 – See Issue 9- 37(b) (Section 9.1.13.3) above		
Section 9.1.15.2.1 – See Issue 9-40 (Section 9.1.13.5.2) above		
Issue 9-43 Section 9.1.15.2.3 Conversions - Circuit ID	<u>9.1.15.2.3 The circuit identification (“circuit ID”) will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.</u>	9.1.15.2.3 The circuit identification (“circuit ID”) will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.
Issue 9-44 Section 9.1.15.3; See subparts to Issue 9-44 (a) and Issue 9-44 (b) for related issues in 9.1.15.3.1 & 9.1.15.3.1.1 Manner of Conversion	<u>9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will re-price the facility by application of a new rate.</u>	9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will re-price the facility by application of a new rate.
Issue 9-44(a) Section 9.1.15.3.1 Manner of Conversion – Use of adder or surcharge	<u>9.1.15.3.1 Qwest may perform the re-pricing through use of an “adder” or “surcharge” used for Billing the difference between the previous UNE rate and the new rate for the analogous or alternative service arrangement, much as Qwest currently does to take advantage of the annual price increases in its commercial Qwest Platform Plus product.</u>	9.1.15.3.1 Qwest may perform the re-pricing through use of an “adder” or “surcharge” used for Billing the difference between the previous UNE rate and the new rate for the analogous or alternative service arrangement, much as Qwest currently does to take advantage of the annual price increases in its commercial Qwest Platform Plus product.
Issue 9-44(b)	<u>9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code (“USOC”) for this purpose</u>	9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code (“USOC”) for this purpose and assign the “adder” or

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Section 9.1.15.3.1.1 Manner of Conversion - Use of USOC	<u>and assign the “adder” or “surcharge” rate to that USOC.</u>	“surecharge” rate to that USOC.
Issue 9-44(c) Section 9.1.15.3.1.2 Manner of Conversion - Same USOC	<u>9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.</u>	9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.
Issue 9-45 Intentionally Left Blank		
INTERFERING BRIDGED TAP		
Closed Issue 9-46 Section 9.2.2.9.6 (2 nd Paragraph) Bridged Taps	Interfering Bridged Tap is defined as any amount of Bridged Tap that <u>is excessive or otherwise</u> would <u>interfere with proper performance</u> , cause loss at the end-user location to exceed the amount of loss allowable by the ANSI Standards.	Interfering Bridged Tap is defined as any amount of Bridged Tap that is excessive or otherwise would interfere with proper performance <u>cause loss at the End User Customer location to exceed the amount of loss allowable by the ANSI Standards.</u>
Issue 9-47 Intentionally Left Blank		
Issue 9-48 Intentionally Left Blank		
Section 9.2.3.8 See Issue 4-5 (a)		
Section 9.2.3.9 See Issue 4-5 (b)		
Section 9.2.5.2 See Issue 12-80 (Section		

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Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
12.4.1.8) <i>below</i>		
Issue 9-49 Intentionally Left Blank		
SUBLOOPS – QWEST CROSS CONNECT/ WIRE WORK		
Issue 9-50 Section 9.3.3.8.3.1 Subloops - Cross Connect/Wire Work by Qwest	<u>9.3.3.8.3.1 If Qwest performs or offers to perform the cross-connect for any other CLEC during the term of this Agreement, Qwest will notify CLEC and offer CLEC an amendment to this Agreement that allows CLEC, at its option, to request that Qwest run the jumper for Intrabuilding cable in MTEs on nondiscriminatory terms and conditions.</u>	<u>9.3.3.8.3.1 If during the term of this agreement a new negotiated ICA or negotiated amendment has been approved by the Commission that contains the option for Qwest to perform cross connect jumper work for intrabuilding cable, at CLEC's request, Qwest will offer CLEC an amendment to this agreement which will include all the associated rates, terms and conditions as it negotiated.</u>
9.6.3.6 see Issue 4-5 (c)		
Issue 9-51 Section 9.7.5.2.1.a Application of UDF-IOF termination (fixed) rate element	<p>PROPOSAL #1 9.7.5.2.1a)UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations-apply-(one for each of the two end points in the termination path)-per-paircross connect provided on the facility. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.</p> <p>PROPOSAL #2 9.7.5.2.1a)UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per paircross connect provided on the facility. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.</p>	<p>SAME FOR BOTH PROPOSALS: 9.7.5.2.1a)UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations-apply-per-<u>cross connect provided on the facility</u>. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.</p>

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Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
ACCESS TO 911 DATABASES		
Closed Issue 9-52 Section 9.8 and subpart Access to 911 Databases	9.8 <u>911 and E911 Call-Related Databases</u> <u>9.8.1 Qwest shall provide CLEC nondiscriminatory access to 911 and E911 databases only as required by the Act and 47 C.F. R. §51.319 and subparts.</u>	9.8 <u>Intentionally Left Blank</u>
UCCRE		
Issue 9-53 Section 9.9 and subparts; Unbundled Customer Controlled Rearrangement Element (UCCRE)	<u>9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)</u> <u>9.9.1 If Qwest provides or offers to provide UCCRE to any other CLEC during the term of this Agreement, Qwest will notify CLEC and offer CLEC an amendment to this Agreement that allows CLEC, at its option, to request UCCRE on nondiscriminatory terms and conditions.</u>	<u>9.9 Intentionally Left Blank</u>
DIFFERENT UNE COMBINATIONS		
Closed Issue 9-54 Sections 9.23.2 UNE Combination Availability (1 of 2 issues; For 2 nd issue (Loop-Mux Combinations), see Section 9.23.9)	9.23.2 UNE Combinations Description and General Terms UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and <u>Loop Mux Combinations</u> . If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE Combinations <u>pursuant to the rates, terms and conditions of this Agreement</u> provided that all <u>individual UNEs</u> UNE rates, terms and conditions making up <u>included in</u> the UNE Combination are	9.23.2 UNE Combinations Description and General Terms UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and Loop Mux Combinations . If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE Combinations pursuant to the rates, terms and conditions of this Agreement provided that all <u>individual UNEs</u> UNE rates, terms and conditions making up <u>included in</u> the UNE Combination are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.

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	contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.	
<p>Closed Issue 9-54(a)</p> <p>Section 9.23.5.1.3</p> <p>Recurring Rates for Different UNE Combinations</p>	<p><u>9.23.5.1.3 If CLEC elects to use the BFR/SR process to obtain access to a different UNE Combination, the recurring rates for the UNE Combination will be no greater than the total of the recurring rates in Exhibit A in that combination.</u></p>	<p>9.23.5.1.3 If CLEC elects to use the BFR/SR process to obtain access to a different UNE Combination, the recurring rates for the UNE Combination will be no greater than the total of the recurring rates in Exhibit A in that combination.</p>
<p>LOOP – TRANSPORT COMBINATIONS</p>		
<p>Issue 9-55</p> <p>Sections 9.23.4, 9.23.4.4; 9.23.4.4.1; 9.23.4.5; 9.23.4.6; 9.23.4.5.4</p> <p>See subparts to Issue 9-58 for related issues in 9.23.4.5.1</p> <p>Combinations of Loops and Transport –</p> <p>Terms</p>	<p>9.23.4 <u>Loop-Transport Combinations: Enhanced Extended Links (EELs), Commingled EELs, and High Capacity EELs</u></p> <p><u>Loop-Transport Combination –For purposes of this Agreement, “Loop-Transport Combination” is a Loop in combination, or Commingled, with a Dedicated Transport facility or service (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those facilities. At least as of the Effective Date of this Agreement “Loop-Transport Combination” is not the name of a particular Qwest product. “Loop-Transport Combination” includes Enhanced Extended Links (“EELs”), Commingled EELs, and High Capacity EELs. If no component of the Loop-transport Combination is a UNE, however, the Loop-Transport Combination is not addressed in this Agreement. The UNE components of any Loop-Transport Combinations are governed</u></p>	<p>9.23.4 Loop-Transport Combinations: Enhanced Extended Links (EELs), Commingled EELs, and High Capacity EELs</p> <p>Loop-Transport Combination –For purposes of this Agreement, “Loop-Transport Combination” is a Loop in combination, or Commingled, with a Dedicated Transport facility or service (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those facilities. At least as of the Effective Date of this Agreement “Loop-Transport Combination” is not the name of a particular Qwest product. “Loop-Transport Combination” includes Enhanced Extended Links (“EELs”), Commingled EELs, and High Capacity EELs. If no component of the Loop-transport Combination is a UNE, however, the Loop-Transport Combination is not addressed in this Agreement. The UNE components of any Loop-Transport Combinations are governed by this Agreement.</p> <p>Commingled EEL – If CLEC obtains at UNE pricing part (but not all) of a Lloop-Ttransport Combination, the arrangement is a</p>

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	<p><u>by this Agreement.</u></p> <p>Commingled EEL – If CLEC obtains at UNE pricing part (but not all) of a <u>L</u>oop-<u>T</u>ransport Combination, the arrangement is a Commingled EEL. (Regarding Commingling, see Section 24.)</p> <p>High Capacity EEL – “High Capacity EEL” is a <u>L</u>oop-<u>T</u>ransport Combination (either EEL or Commingled EEL) when the Loop or transport is of DS1 or DS3 capacity. High Capacity EELs may also be referred to as “DS1 EEL” or “DS3 EEL,” depending on capacity level.</p> <p>...</p> <p>9.23.4.4 Additional Terms for <u>EELs</u> <u>UNE</u> Components of Loop Transport Combinations</p> <p>...</p> <p>9.23.4.4.1 EELs <u>and Commingled EELs</u> may consist of loops and interoffice transport of the same bandwidth (Point-to-Point). When multiplexing is requested, EELs <u>and Commingled EELs</u> may consist of loops and interoffice transport of different bandwidths (Multiplexed). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.</p> <p>...</p> <p>9.23.4.5 Ordering Process for <u>EELs</u> <u>UNE</u> Components of Loop Transport Combinations</p>	<p>Commingled EEL. (Regarding Commingling, see Section 24.)</p> <p>High Capacity EEL – “High Capacity EEL” is a <u>L</u>oop-<u>T</u>ransport Combination (either EEL or Commingled EEL) when the Loop or transport is of DS1 or DS3 capacity. High Capacity EELs may also be referred to as “DS1 EEL” or “DS3 EEL,” depending on capacity level.</p> <p>...</p> <p>9.23.4.4 Additional Terms for <u>EELs</u> <u>UNE</u> Components of Loop Transport Combinations</p> <p>...</p> <p>9.23.4.4.1 EELs and Commingled EELs may consist of loops and interoffice transport of the same bandwidth (Point-to-Point). When multiplexing is requested, EELs and Commingled EELs may consist of loops and interoffice transport of different bandwidths (Multiplexed). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.</p> <p>...</p> <p>9.23.4.5 Ordering Process for <u>EELs</u> <u>UNE</u> Components of Loop Transport Combinations</p> <p>9.23.4.5.4 . . .Qwest may require two (2) service requests when CLEC orders Multiplexed <u>EELs</u> <u>Loop Transport Combinations</u> (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.</p> <p>...</p> <p>9.23.4.6 Rate Elements for <u>EELs</u> <u>UNE</u> Components of Loop Transport Combinations</p>

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	<p>9.23.4.5.4 . . .Qwest may require two (2) service requests when CLEC orders Multiplexed <u>EELs Loop Transport Combinations</u> (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.</p> <p>9.23.4.6 Rate Elements for <u>EELs-UNE Components of Loop Transport Combinations</u></p>	
SERVICE ELIGIBILITY CRITERIA - AUDITS		
Sections 9.23.4.4 & 9.23.4.4.1 – See Issue 9-55 Section 9.23.4 & 9.23.4.5.1)		
Section 9.23.4.4.3 – See Issue 1-1 (Sections 1.7.2) & Issue 9-61 (Section 9.23.9)		
Issue 9-57 Intentionally Left Blank		
COMMINGLED EELS/ ARRANGEMENTS		
<p>Issue 9-58</p> <p>Sections 9.23.4.5.1, 9.23.4.5.1.1; See subparts (a)-(e) for related issues in 9.23.4.5.4, 9.23.4.6.6 (and subparts), 9.23.4.7 and subparts; 9.1.1.1.1 & 9.1.1.1.1.2</p> <p>Ordering, Billing, and Circuit ID for Commingled</p>	<p>9.23.4.5.1 CLEC will submit orders for <u>Loop Transport EELs Combinations</u> using the LSR process. Submission of LSRs is described in Section 12.</p> <p><u>9.23.4.5.1.1 If any component of the Loop-Transport Combination is not a UNE (i.e., not a component to which UNE pricing applies), CLEC will indicate on the LSR that the component is not a UNE (e.g., CLEC is ordering the component as an alternate service such as special access). CLEC will indicate this information in the Remarks section of</u></p>	<p>9.23.4.5.1 CLEC will submit orders for Loop-Transport<u>EELs Combinations</u> using the LSR process. Submission of LSRs is described in Section 12.</p> <p>9.23.4.5.1.1 If any component of the Loop-Transport Combination is not a UNE (i.e., not a component to which UNE pricing applies), CLEC will indicate on the LSR that the component is not a UNE (e.g., CLEC is ordering the component as an alternate service such as special access). CLEC will indicate this information in the Remarks section of the LSR, unless the Parties agree otherwise.</p>

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<p>Arrangements – ORDERING</p> <p>(For alternate proposal, see Section 9-59 below)</p>	<p><u>the LSR, unless the Parties agree otherwise.</u></p> <p>9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, <u>and Point-to-Point Commingled EELs.</u> . . .</p>	<p>9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, <u>and Point-to-Point Commingled EELs . . .</u></p>
<p>Issue 9-58(a)</p> <p>Sections 9.23.4.5.4</p> <p>Ordering, Billing, and Circuit ID for Commingled Arrangements –</p> <p>CIRCUIT ID</p> <p>[2 of 2 issues in Section 9.23.4.5.4; For 1st issue (terminology), see Issue 9-55, Section 9.23.4.4.1 above]</p>	<p>9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, <u>and Point-to-Point Commingled EELs. For such Point-to-Point Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) number for such combination.</u> Qwest may require two (2) service requests when CLEC orders Multiplexed <u>EELs Loop-Transport Combinations</u> (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.</p> <p>NOTE: For Eschelon’s alternative proposal (if single circuit ID is rejected), <i>see</i> Section 9.23.4.7 in subpart below.</p>	<p>9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, <u>and Point-to-Point Commingled EELs. For such Point-to-Point Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) number for such combination.</u> Qwest may require two (2) service requests when CLEC orders Multiplexed <u>EELs Loop-Transport Combinations</u> (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.</p>
<p>Issue 9-58(b)</p> <p>Sections 9.23.4.6.6 (and subparts),</p> <p>Ordering, Billing, and Circuit ID for Commingled Arrangements –</p> <p>BILLING</p>	<p><u>9.23.4.6.6 For each Point-to-Point Loop-Transport Combination (see Section 9.23.4.5.4), all chargeable rate elements for such combination will appear on the same Billing Account Number (BAN).</u></p> <p>NOTE: For Eschelon’s alternative proposal (if single BAN is rejected), <i>see</i> Section 9.23.4.6.6 below.</p>	<p><u>9.23.4.6.6 For Commingling see Section 24.</u></p>
<p>Issue 9-58(c)</p> <p>Sections 9.23.4.6.6 (and subparts)</p>	<p>Eschelon’s proposed alternate language (if Qwest’s position on 9.23.4.6.6 is accepted in arbitration)</p> <p><u>9.23.4.6.6 For each Point-to-Point Commingled</u></p>	<p>SAME FOR BOTH PROPOSALS:</p> <p><u>9.23.4.6.6 For Commingling, see Section 24.</u></p> <p><u>9.23.4.6.6 For each Point-to-Point Commingled EEL (see Section</u></p>

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<p>Ordering, Billing, and Circuit ID for Commingled Arrangements – BILLING</p> <p>(Alternate proposal to 9.23.4.6.6 in Issue 9-58 (b))</p>	<p><u>EEL (see Section 9.23.4.5.4), so long as Qwest does not provide all chargeable rate elements for such EEL on the same Billing Account Number (BAN), Qwest will identify and relate the components of the Commingled EEL on the bills and the Customer Service Records. Unless the Parties agree in writing upon a different method(s), Qwest will relate the components of the Commingled EEL by taking at least the following steps:</u></p> <p><u>9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each month, the circuit identification (“circuit ID”) for the non-UNE component of the Commingled EEL in the sub-account for the related UNE component of that Commingled EEL;</u></p> <p><u>9.23.4.6.6.2 Qwest will assign a separate account type to Commingled EELs so that Commingled EELs appear on an account separate from other services (such as special access/private line);</u></p> <p><u>9.23.4.6.6.3 Each month, Qwest will provide the summary BAN and sub-account number for the UNE component of the Commingled EEL in a field (e.g., the Reference Billing Account Number, or RBAN, field) of the bill for the non-UNE component; and</u></p> <p><u>9.23.4.6.6.4 For each Commingled EEL, Qwest will provide on all associated Customer Service Records the circuit ID for the UNE component; the RBAN for the non-UNE component; and the circuit ID for the non-UNE component.</u></p>	<p>9.23.4.5.4), so long as Qwest does not provide all chargeable rate elements for such EEL on the same Billing Account Number (BAN), Qwest will identify and relate the components of the Commingled EEL on the bills and the Customer Service Records. Unless the Parties agree in writing upon a different method(s), Qwest will relate the components of the Commingled EEL by taking at least the following steps:</p> <p>9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each month, the circuit identification (“circuit ID”) for the non-UNE component of the Commingled EEL in the sub-account for the related UNE component of that Commingled EEL;</p> <p>9.23.4.6.6.2 Qwest will assign a separate account type to Commingled EELs so that Commingled EELs appear on an account separate from other services (such as special access/private line);</p> <p>9.23.4.6.6.3 Each month, Qwest will provide the summary BAN and sub-account number for the UNE component of the Commingled EEL in a field (e.g., the Reference Billing Account Number, or RBAN, field) of the bill for the non-UNE component; and</p> <p>9.23.4.6.6.4 For each Commingled EEL, Qwest will provide on all associated Customer Service Records the circuit ID for the UNE component; the RBAN for the non-UNE component; and the circuit ID for the non-UNE component.</p>

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<p>Issue 9-58(d)</p> <p>Sections 9.1.1.1.1 & 9.1.1.1.2</p> <p>Ordering, Billing, and Circuit ID for Commingled Arrangements –</p> <p>OTHER ARRANGE-MENTS</p>	<p><u>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</u></p> <p><u>9.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering on a single service request, using a single identifier, and including all chargeable rate elements on the same BAN is not Technically Feasible, Qwest will identify and relate the elements of the arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.</u></p>	<p>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</p> <p>9.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering on a single service request, using a single identifier, and including all chargeable rate elements on the same BAN is not Technically Feasible, Qwest will identify and relate the elements of the arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.</p>
<p>Issue 9-58(e)</p> <p>Sections 9.23.4.4.3.1 & 24.3.2; 9.1.1.1.1 & 9.1.1.1.1.1</p> <p>INTERVAL for Commingled Arrangements</p>	<p><u>9.23.4.4.3.1 When any component of the Loop-Transport Combination is not a UNE, the service interval for the combination will be the longer interval of the two facilities being Commingled. See Section 24.1.2.1.</u></p> <p><u>24.3.2 See Section 9.23.4.4.3.1 regarding intervals for Commingled EELs.</u></p> <p>24.3.2 The service interval for Commingled EELs will be as follows. For the UNE component of the EEL see Exhibit C. For the tariffed component of the EEL see the applicable Tariff.</p>	<p>9.23.4.4.3.1 When any component of the Loop-Transport Combination is not a UNE, the service interval for the combination will be the longer interval of the two facilities being Commingled. See Section 24.1.2.1.</p> <p><u>24.3.2 The service interval for Commingled EELs will be as follows. For the UNE component of the EEL see Exhibit C. For the tariffed component of the EEL see the applicable Tariff.</u></p> <p>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</p>

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	<p><u>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</u></p> <p><u>9.1.1.1.1.1 When a UNE and another service are Commingled, the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.</u></p>	<p>9.1.1.1.1.1 When a UNE and another service are Commingled, the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.</p>
Section 9.23.4.5.6 – See Issue 12-67 (Section 12.2.1.2) below		
Section 9.23.4.6.6 – See Issue 9-58 (Section 9.23.4.5.1.1) above		
<p>Issue 9-59 (alternate proposal to 9.23.4.5.4 in Issue 9-58(a))</p> <p>Sections 9.23.4.7 and subparts</p> <p>Ordering, Billing, and Circuit ID for Commingled Arrangements–</p> <p>CIRCUIT ID</p> <p>(Alternate proposal to 9.23.4.5.4)</p>	<p>Eschelon proposed alternate language (if Qwest’s position on 9.23.4.5.4 is accepted in arbitration)</p> <p><u>9.23.4.7 Maintenance and Repair for UNE Component of Commingled EELs</u></p> <p><u>9.23.4.7.1 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, so long as Qwest provides more than one circuit ID per Commingled EEL, CLEC may provide all circuit IDs associated with the Commingled EEL in a single trouble report (i.e., Qwest shall not require CLEC to submit separate and/or consecutive trouble reports for the different circuit IDs associated with the single Commingled EEL). If CLEC is using CEMR to submit the trouble report, for example, CLEC may report one circuit ID and include the other circuit ID in the remarks section (unless the Parties agree to a different method). Qwest will</u></p>	<p><u>9.23.4.7 Maintenance and Repair for UNE Component of Commingled EELs</u></p> <p><u>9.23.4.7.1 For Commingling see Section 24.</u></p>

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	<p><u>communicate a single trouble report tracking number (i.e., the “ticket” number) (described in Section 12.1.3.3.3.1.1) for the Commingled EEL to CLEC at the time the trouble is reported.</u></p> <p><u>9.23.4.7.1.1 If any circuit ID is missing from any Customer Service Record associated with the Commingled EEL, Qwest will provide the circuit ID information to CLEC at the time CLEC submits the trouble report.</u></p> <p><u>9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge (sometimes referred to as “No Trouble Found” charge) only if Qwest dispatches and no trouble is found on both circuits associated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also charge only a single charge for both circuits associated with the Commingled EEL.</u></p>	
Section 9.23.5.1.3 - See issue 9-54(a) above		
Section 9.23.6.2 – See Issue 9-61 (Section 9.23.9) below		
Issue 9-60 Intentionally Left Blank		
LOOP MUX COMBINATIONS (LMC)		
Issue 9-61 Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 ((2 of 2 issues; For 1 st	<p>Eschelon’s proposed placement = Place Loop-Mux Combinations in Section 9 (UNEs).</p> <p>9.23.9 and subparts – all (see next row)</p>	<p>Qwest’s proposed placement = Place Loop-Mux Combinations in Section 24 (Commingling).</p> <p>24.4.1 and subparts – all (see next row)</p>

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<p>issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2</p> <p>Loop-Mux Combination (LMC) –</p> <p>Placement</p>	<p>9.23.2 UNE Combinations Description and General Terms UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) <u>and Loop Mux Combinations</u>. and. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. . . .</p>	<p>9.23.2 UNE Combinations Description and General Terms UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and Loop Mux Combinations. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. . . .</p>
<p>Issue 9-61 (a)</p> <p>Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 ((2 of 2 issues; For 1st issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2</p> <p>Loop-Mux Combination (LMC) –</p> <p>LMC Loop versus LMC</p>	<p>Eschelon proposed modifications (9.23.9 and subparts):</p> <p>9.23.9.1.1 [24.4.1.1] Loop-Mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) Combined combined with a private line (PLT), or with a special access (SA), Tariffed DS1 or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.</p> <p>9.23.9.1.2 [24.4.1.2] LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a PLT/SA DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.</p> <p>9.23.9.1.3 [24.4.1.3] Qwest offers the LMC Loop as a Billing conversion or as new Provisioning.</p>	<p>NOTE: See Eschelon Proposed language for cross-references to Section 24. Section 24.4.1 contains Qwest's corresponding language (without Eschelon's proposed modifications). The black text in Sections 9.23.9 and 24.4.1 is the same and is agreed upon subject to placement. The parties disagree as to the highlighted (red) language. The red modifications in the Eschelon language column are proposed by Eschelon, and Qwest disagrees. The parties also disagree as to placement (see previous issue).</p>

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	<p>9.23.9.2.1 [24.4.2.1] An Extended Enhanced Loop (EEL) may be commingled with the PLT/SA multiplexed facility.</p> <p>9.23.9.2.2 [24.4.2.2] LMC Loops will be provisioned where existing facilities are available or pursuant to the provisions of Section 9.1.2.1 of the Agreement.</p> <p>9.23.9.2.3 [24.4.2.3] The PLT/SA DS1 or DS3 multiplexed facility must terminate in a Collocation.</p> <p>9.23.9.2.4 [[24.4.2.4] Intentionally Left Blank The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.</p> <p>9.23.9.2.6 [24.4.2.6] Rearrangements may be requested for work to be performed by Qwest on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.</p> <p><u>9.23.9.3.2 LMC multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. LMC multiplexing is ordered with LMC Loops. The recurring and nonrecurring rates in Exhibit A apply.</u></p> <p><u>9.23.9.3.2.1 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:</u></p> <p><u>a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps</u></p>	

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	<p><u>channels.</u></p> <p><u>b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.</u></p> <p><u>9.23.9.3.2.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:</u></p> <p><u>a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.</u></p> <p><u>b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.</u></p> <p>9.23.9.3.4 [24.4.3.4] Nonrecurring charges for Billing conversions to LMC Loop are set forth in Exhibit A.</p> <p>9.23.9.3.5 [24.4.3.5] A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.</p> <p>9.23.9.4.1 [24.4.4.1] Ordering processes for LMC Loop (s) are contained below and in Section 12 of this Agreement. Qwest will document its ordering processes in Qwest’s Product Catalog (PCAT). The following is a high-level description of the ordering process:</p>	

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	<p>9.23.9.4.1.1 [24.4.4.1] Step 1: Complete product questionnaire for LMC Loop(s) with account team representative.</p> <p>9.23.9.4.1.4 [24.4.4.1] Step 4: After account team notification, place LMC Loop orders via an LSR.</p> <p>9.23.9.4.3 [24.4.4.3] [Second Sentence – See Issue 1-1(e) for first sentence] <u>For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</u></p> <p>9.23.9.4.4 [24.4.4.4] Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA, EDI or Exact interfaces or through facsimile. For LMC Loops, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC Loops, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year’s Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.</p> <p>9.23.9.4.5 [24.4.4.5] Out of Hours Project Coordinated Installations: CLEC may request an out of hours Project Coordinated Installation. This</p>	

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	<p>permits CLEC to obtain a coordinated installation for LMC Loops with installation work performed by Qwest outside of Qwest’s standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours Project Coordinated Installations.</p> <p>9.23.9.6.1 [24.4.6.1] Qwest will maintain facilities and equipment for LMC Loops provided under this Agreement. Qwest will maintain the multiplexed facility pursuant to the Tariff. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.</p>	
<p>Issue 9-61(b)</p> <p>Sections 9.23.9 and sub-parts; 24.4 and sub-parts: 9.23.9.4.3, 9.23.4.4.3, 9.23.6.2; Exhibit C, Section 6.0</p> <p>Loop-Mux Combination (LMC)</p> <p>–</p> <p>Intervals</p>	<p>9.23.9.4.3 Standard sService intervals for LMC(s) Loops are <u>set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</u></p> <p>9.23.4.4.3 Installation intervals for EEL <u>UNE Combinations</u> are set forth in Exhibit C but will be no longer than the respective Private Line Transport Service that Qwest will maintain on the following</p>	<p>24.4.4.3 <u>Standard</u> service intervals for LMC(s) Loops <u>are set forth in Exhibit C in the Service Interval Guide (SIG) available at www.qwest.com/wholesale. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</u></p> <p>9.23.4.4.3 Installation intervals for EEL <u>UNE Combinations</u> are set forth in Exhibit C but will be no longer than the respective Private Line Transport Service that Qwest will maintain on the following web-site address: http://www.qwest.com/carrier/guides/sig/index.html</p>

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	<p>web-site address: http://www.qwest.com/carrier/guides/sig/index.html</p> <p>9.23.6.2 Service intervals for each <u>UNE Combination</u> EEL are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</p> <p>Exhibit C: <u>Loop Mux Combo (LMC)</u></p>	<p>9.23.6.2 Service intervals for each UNE Combination <u>EEL</u> are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</p> <p>Exhibit C: Loop Mux Combo (LMC)</p>				
<p>Issue 9-61(c)</p> <p>Exhibit A Section 9.23.6.1 and subparts</p> <p>LMC Multiplexing</p>	<p><u>9.23.6.1 Interconnection Tie Pair...</u></p> <table border="0"> <tr> <td><u>9.23.6.1.1</u></td> <td><u>\$ 1.29</u></td> </tr> <tr> <td><u>9.23.6.1.2</u></td> <td><u>\$15.26</u></td> </tr> </table> <p><u>9.23.6.6 LMC Multiplexing</u></p> <p><u>9.23.6.6.1 DS1 to DS0, \$203.47, \$295.92, B, B</u></p> <p><u>9.23.6.6.2 DS3 to DS1, \$235.66, \$302.96, E10, B</u></p>	<u>9.23.6.1.1</u>	<u>\$ 1.29</u>	<u>9.23.6.1.2</u>	<u>\$15.26</u>	<p><u>9.23.6.1 Intentionally Left Blank</u></p> <p><u>9.23.6.6 Intentionally Left Blank.</u></p>
<u>9.23.6.1.1</u>	<u>\$ 1.29</u>					
<u>9.23.6.1.2</u>	<u>\$15.26</u>					
<p>Issue 9-62 Intentionally Left Blank</p>						
<p>MICRODUCT RATE</p>						
<p>Closed</p> <p>Issue 10-63</p> <p>Section 10.8.2.29 and subparts</p> <p>Microduct</p>	<p>10.8.2.29 In cities where Qwest has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct <u>at one-half (½) of the rate for innerduct in Exhibit A per microduct placed within the innerduct.</u> In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and Qwest will</p>	<p>10.8.2.29 In cities where Qwest has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct at one-half (½) of the rate for innerduct in Exhibit A per microduct placed within the innerduct. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and Qwest will make a joint decision whether or not CLEC will be required to remove CLEC's</p>				

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	make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.	microduct from the innerduct.
ROOT CAUSE ANALYSIS AND ACKNOWLEDGEMENT OF MISTAKES		
<p>Issue 12-64</p> <p>Section 12.1.4, 12.1.4.1, 12.1.4.2, 12.1.4.2.1; see subparts (a)-(b) below to Issue 12-64 for 12.1.4.2.3 and 12.1.4.2.5</p> <p>Acknowledgement of Mistakes</p>	<p><u>12.1.4 Root Cause Analysis and Acknowledgement of Mistakes</u></p> <p><u>12.1.4.1 CLEC may make a written request to its Qwest Service Manager for root cause analysis and/or acknowledgement of a mistake relating to products and services provided under this Agreement. The written request should include the following information, when applicable and available: Purchase Order Number (PON), Service Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition before beginning the process of requesting Qwest acknowledgement of error.</u></p> <p><u>12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to CLEC.</u></p> <p><u>12.1.4.2.1 The letter will include a recap of sufficient pertinent information to identify the issue (e.g., PON, Service Order Number, order Due Date</u></p>	<p>12.1.4 <u>Intentionally Left Blank</u></p>

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	<u>and billing telephone number, as provided in the CLEC request) and the following statement, “Qwest acknowledges its mistake.. The error was not made by the other service provider.”</u>	
<p>Closed Issue 12-64(a) Section 12.1.4.2.3 Acknowledgement of Mistakes – Qwest identification</p>	<p><u>12.1.4.2.3 Written responses acknowledging Qwest error will be provided with Qwest identification, such as Qwest letterhead, logo, or other indicia.</u></p> <p><u>12.1.4.2.4 The Qwest Service Manager will provide the acknowledgement to CLEC.</u></p>	<p><u>Intentionally left Blank.</u></p>
<p>Issue 12-64(b) Section 12.1.4.2.5 Acknowledgement of Mistakes – Confidentiality</p>	<p><u>12.1.4.2.5 The acknowledgment response described in Section 12.1.4.2.3 and provided by the Qwest Service Manager to CLEC will be provided on a non-confidential basis and will not include a confidentiality statement.</u></p>	<p>Intentionally left Blank.</p>
<p>COMMUNICATIONS WITH CUSTOMERS</p>		
<p>Closed Issue 12-65 Section 12.1.5.4.7 Communication between Qwest Technician and CLEC Customer</p>	<p><u>12.1.5.4.7 The Qwest technician will limit any communication with CLEC End User Customer to that necessary to gain access to premises and perform the work. Specifically, the Qwest technician will not discuss Qwest’s products and services with CLEC End User Customer and will not make disparaging remarks about CLEC and will refer any CLEC End User Customer questions to CLEC. If the Qwest Technician has questions or concerns, the Qwest technician will discuss with CLEC and not CLEC End User Customer.</u></p>	<p><u>12.1.5.4.7 The Qwest technician will limit any communication with CLEC End User Customer to that necessary to gain access to premises and perform the work. Specifically, the Qwest technician will not discuss Qwest’s products and services with CLEC End User Customer and will not make disparaging remarks about CLEC and will refer any CLEC End User Customer questions to CLEC. If the Qwest Technician has questions or concerns, the Qwest technician will discuss with CLEC and not CLEC End User Customer.</u></p>

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Section 12.1.5.4.8 See Issue 12-66 (a) below		
<p>Closed Issue 12-66</p> <p>Section 12.1.5.5 See 12-66 (a) below for related section 12.1.5.4.8</p> <p>Responsibilities Relating to End User Customers – win backs</p>	<p><u>12.1.5.5 Notwithstanding any other provision of this Agreement, when a CLEC End User Customer experiences an outage or other service affecting condition or Billing problem due to a Qwest error or action, Qwest shall not use the situation (including any misdirected call) as a winback opportunity or otherwise to discuss its products and services with CLEC's End User Customer.</u></p>	<p>12.1.5.5 Notwithstanding any other provision of this Agreement, when a CLEC End User Customer experiences an outage or other service affecting condition or Billing problem due to a Qwest error or action, Qwest shall not use the situation (including any misdirected call) as a winback opportunity or otherwise to discuss its products and services with CLEC's End User Customer.</p>
<p>Closed Issue 12-66a</p> <p>Section 12.1.5.4.8</p> <p>Responsibilities Relating to End User Customers -</p> <p>Repair</p>	<p>12.1.5.4.8 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC for resold services. CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In the event CLEC's End User Customers contact Qwest in error, Qwest will either (1) provide the caller with a number the caller can dial to obtain sales information, or (2) ask the caller whether he or she would like to hear sales information. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local</p>	<p>12.1.5.4.8 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC for resold services. CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In the event CLEC's End User Customers contact Qwest in error, Qwest will either (1) provide the caller with a number the caller can dial to obtain sales information, or (2) ask the caller whether he or she would like to hear sales information. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from asking CLEC's or Qwest's End User Customers who call the other Party if they would like to discuss the Party's products and services, and then discussing the Party's products and services with those End User</p>

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	Exchange Service; however, except as provided in Section 12.1.5.5, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from asking CLEC's or Qwest's End User Customers who call the other Party if they would like to discuss the Party's products and services, and then discussing the Party's products and services with those End User Customers who would like to do so.	Customers who would like to do so.
EXPEDITED ORDERS		
Issue 12-67 Section 12.2.1.2; See subparts (a)-(g) to issue 12-67 for Sections 12.2.1.2.1, 12.2.1.2.2, 12.2.1.2.3,, 9.1.12.1 and subparts; 9.23.4.5.6, 7.3.5.2 and subparts, Ex. A 9.20.14 Expedited Orders	<u>12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.</u>	NOTE: Qwest Counter at 7.3.5.2 and 9.1.12.1 and subsections; see Issues 12-67(d) and (f) below. 12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.
Issue 12-67(a) Section 12.2.1.2 Expedited Orders – Emergencies	<u>12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC's expedite request, and expedite charges are not applicable, if one or more of the following conditions are met:</u> a) <u>Fire;</u> b) <u>Flood;</u> c) <u>Medical emergency;</u> d) <u>National emergency;</u>	NOTE: Qwest Counter at 7.3.5.2 and 9.1.12.1 and subsections; see Issues 12-67(d) and (f) below. 12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request. 12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC's expedite request, and expedite charges are not applicable, if one or more of the following conditions are met: a) Fire;

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	<p><u>e) Conditions when the End User Customer is completely out of service (primary line);</u></p> <p><u>f) Disconnect in error when one of the other conditions on this list is present or is caused by the disconnect in error;</u></p> <p><u>g) Requested service necessary for CLEC End User Customer's grand opening event delayed for facilities or equipment reasons with a future Ready For Service (RFS) date;</u></p> <p><u>h) Delayed orders with a future RFS date that meet any of the above described conditions;</u></p> <p><u>i) National Security;</u></p> <p><u>j) Business Classes of Service unable to dial 911 due to previous order activity; or</u></p> <p><u>k) Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the End User Customer's business is being critically affected.</u></p>	<p>b) Flood;</p> <p>e) Medical emergency;</p> <p>d) National emergency;</p> <p>e) Conditions when the End User Customer is completely out of service (primary line);</p> <p>f) Disconnect in error when one of the other conditions on this list is present or is caused by the disconnect in error;</p> <p>g) Requested service necessary for CLEC End User Customer's grand opening event delayed for facilities or equipment reasons with a future Ready For Service (RFS) date;</p> <p>h) Delayed orders with a future RFS date that meet any of the above described conditions;</p> <p>i) National Security;</p> <p>j) Business Classes of Service unable to dial 911 due to previous order activity; or</p> <p>k) Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the End User Customer's business is being critically affected.</p>
<p>Issue 12-67(b)</p> <p>Section 12.2.1.2.2 & Exhibit A</p> <p>Expedited Orders –</p>	<p><u>12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC's expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.</u></p>	<p>NOTE: Qwest Counter at 7.3.5.2 and 9.1.12.1 and subsections; see Issues 12-67(d) and (f) below.</p> <p>(NOTE: see subpart for Section 7.3.5.2 below for full language)</p>

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Charges in Exhibit A	<u>Exhibit A, See Section 9.20.13 below</u>	12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC’s expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.
Issue 12-67(c) Section 12.2.1.2.3 Expedited Orders – NRC	<u>12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.</u>	12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.
Issue 12-67(d) Section 9.1.12.1 and subparts; Expedited Orders – UNEs	<u>9.1.12.1 For expedites, see Section 12.2.1.2.</u> 9.1.12.1 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest’s Service Interval Guide (SIG), Exhibit C or Individual Case Basis (ICB) Due Dates as applicable. 9.1.12.1.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate. 9.1.12.1.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest’s Product Catalog for expedites at Qwest’s wholesale web site.	<u>9.1.12.1 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest’s Service Interval Guide (SIG), Exhibit C or Individual Case Basis (ICB) Due Dates as applicable.</u> <u>9.1.12.1.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.</u> <u>9.1.12.1.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest’s Product Catalog for expedites at Qwest’s wholesale web site.</u>
Issue 12-67(e) Section 9.23.4.5.6	<u>9.23.4.5.6 For expedited orders, see Section 12.2.1.2.</u>	9.23.4.5.6 For expedited orders, see Section 12.2.1.2.

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Expedited Orders – Combinations		
Issue 12-67(f) Section 7.3.5.2 and subparts Expedited Orders – Trunk orders	<i>See</i> Eschelon’s position above with respect to Section 12.2.1.2 (Issue 12-67) and subparts. Eschelon also offers to replace all of Section 7.3.5.2 (consistent with its proposal for Sections 9.1.12.1 and 9.23.4.5.6) with the following cross reference: <u>“7.3.5.2 For expedites, see Section 12.2.1.2.”</u>	7.3.5.2 Expedite requests for Interconnection-LIS trunk orders are allowed. <u>Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges as identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.</u> 7.3.5.2.1 CLEC will request an expedite for Interconnection LIS trunks, <u>including an expedited Due Date, on-an the</u> Access Service Request (ASR). 7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in Section 12.2.1.2.2 the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site.
Issue 12-67(g) Exhibit A Section 9.20.14 Expedite Charge	Expedite Charge <u>NRC</u> <u>\$100</u> 1	Expedite Charge <u>NRC</u> <u>ICB E 3</u>
Closed Issue 12-68 Section 12.2.3.2 Supplemental Orders (1 of 2 options)	PROPOSAL #1 12.2.3.2 There is no transaction charge for the physical act of a CLEC submitting a supplement or cancelling or re-submitting a service request.	SAME FOR BOTH PROPOSALS: 12.2.3.2 There is no <u>transaction</u> charge for <u>the physical act of a</u> CLEC submitting a supplement or cancelling or re-submitting a service request.
Closed Issue 12-68 Section 12.2.3.2	PROPOSAL #2 12.2.3.2 There is no <u>charge for</u> CLEC submitting a supplement <u>or cancelling</u> or re-submitting a service	SAME FOR BOTH PROPOSALS: 12.2.3.2 There is no <u>transaction</u> charge for <u>the physical act of a</u> CLEC submitting a supplement or cancelling or re-submitting a

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Supplemental Orders (2 of 2 options)	request, <u>unless otherwise expressly provided in this Agreement. Whether a charge applies to any activity resulting from such a service request will be governed by the provisions of this Agreement applicable to such activities.</u>	service request.
Issue 12-69 Intentionally Left Blank		
PSONS		
Issue 12-70 Section 12.2.7.2.3 Pending Service Order Notification	12.2.7.2.3 Pending Service Order Notification. When Qwest issues or changes the Qwest service orders associated with the CLEC LSR, Qwest will issue a Pending Service Order Notification (PSON) to CLEC. Through the PSON, Qwest supplies CLEC with information that appears on the Qwest service order <u>providing at least the data in the service order’s Service and Equipment (S&E) and listings sections.</u>	12.2.7.2.3 Pending Service Order Notification. When Qwest issues or changes the Qwest service orders associated with the CLEC LSR, Qwest will issue a Pending Service Order Notification (PSON) to CLEC. Through the PSON, Qwest supplies CLEC with information that appears on the Qwest service order. providing at least the data in the service order’s Service and Equipment (S&E) and listings sections.
JEOPARDIES		
Issue 12-71 Section 12.2.7.2.4.4 Jeopardy	<u>12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest jeopardy, and a jeopardy caused by CLEC will be classified as Customer Not Ready (CNR).</u>	<u>12.2.7.2.4.4 Specific procedures are contained in Qwest’s documentation, available on Qwest’s wholesale web site.</u>
Issue 12-72 Section 12.2.7.2.4.4.1 Jeopardy Classification	<u>12.2.7.2.4.4.1 There are several types of jeopardies. Two of these types are: (1) CLEC or CLEC End User Customer is not ready or service order is not accepted by the CLEC (when Qwest has tested the service to meet all testing requirements.); and (2) End User Customer access was not provided. For these two types of jeopardies, Qwest will not characterize a jeopardy as CNR or send a CNR jeopardy to CLEC if a Qwest jeopardy exists, Qwest attempts to deliver the service, and Qwest has not sent an FOC notice to</u>	<u>12.2.7.2.4.4 Specific procedures are contained in Qwest’s documentation, available on Qwest’s wholesale web site.</u>

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	<u>CLEC after the Qwest jeopardy occurs but before Qwest attempts to deliver the service. CLEC will nonetheless use its best efforts to accept the service. If needed, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.</u>	
Issue 12-73 Section 12.2.7.2.4.4.2 Jeopardy Correction	<u>12.2.7.2.4.4.2 If CLEC establishes to Qwest that a jeopardy was not caused by CLEC, Qwest will correct the erroneous CNR classification and treat the jeopardy as a Qwest jeopardy.</u>	<u>12.2.7.2.4.4 Specific procedures are contained in Qwest’s documentation, available on Qwest’s wholesale web site.</u>
FATAL REJECTION NOTICES		
Issue 12-74 Section 12.2.7.2.6.1 and subpart Fatal Rejection Notices	12.2.7.2.6.1 If CLEC submits an LSR or ASR that contains a Fatal Error and receives a Fatal Reject notice, CLEC will need to resubmit the LSR or ASR to obtain processing of the service request, <u>except as provided in Section 12.2.7.2.6.2.</u> <u>12.2.7.2.6.2 If Qwest rejects a service request in error, Qwest will resume processing the service request as soon as Qwest knows of the error. At CLEC’s direction, Qwest will place the service request back into normal processing, without requiring a supplemental order from CLEC and will issue a subsequent FOC to CLEC.</u>	12.2.7.2.6.1 If CLEC submits an LSR or ASR that contains a Fatal Error and receives a Fatal Reject notice, CLEC will need to resubmit the LSR or ASR to obtain processing of the service request, except as provided in Section 12.2.7.2.6.2. 12.2.7.2.6.2 Fatal Rejection Notices. <u>Specific procedures are contained in Qwest’s PCAT, available on Qwest’s wholesale web site.</u>
TAG AT THE DEMARCA- TION POINT		
Issue 12-75 Closed Sections 12.3.1 and subpart; 12.4.3.6.3 and subparts	<u>12.3.1 Demarcation Point.</u> <u>12.3.1.1If CLEC requires information identifying the Demarcation Point to complete installation,</u>	<u>12.3.1 Specific procedures are contained in Qwest’s PCAT, available on Qwest’s wholesale web site.</u>

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Tag at Demarcation Point	<u>Qwest will provide to CLEC information identifying the location of the Demarcation Point (e.g., accurate binding post or Building terminal binding post information). If Qwest is unable to provide such information, the Demarcation Point is not tagged, and CLEC has dispatched personnel to find the Demarcation Point and is unable to locate it, Qwest will dispatch a technician and tag the line or circuit at the Demarcation Point at no charge to CLEC, if CLEC informs Qwest within 30 Days of service order completion.</u>	
Closed Issue 12-75 (a) Section 12.4.3.6.3 Tag at Demarcation Point	<u>12.4.3.6.3 Whenever a Qwest technician is dispatched to an End User Customer premise, Qwest will place a tag accurately identifying the line or circuit, including the telephone number Qwest Circuit ID, at the Demarcation Point if such a tag is not present. See also Section 12.3.1.1.</u>	<u>12.4.3.6.3 Responsibilities of Qwest’s Maintenance and Repair technicians are contained in Qwest’s PCAT, available on Qwest’s wholesale web site.</u>
LOSS AND COMPLETION REPORTS		
Issue 12-76 Sections 12.3.7.1.1, 12.3.7.1.2 Loss and Completion Reports	12.3.7.1.1 The daily loss report will contain a list of accounts that have had lines disconnected because of a change in the End User Customer’s local service provider. Qwest will issue a loss report when a service order Due Dated for the previous business day, is completed or canceled in Qwest’s service order processor (SOP). The losses on the report will be for the previous day’s activity. This report will include detailed information consistent with OBF guidelines, <u>but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed).</u> Individual reports will be provided for at least the following list of products:	12.3.7.1.1 The daily loss report will contain a list of accounts that have had lines disconnected because of a change in the End User Customer’s local service provider. Qwest will issue a loss report when a service order Due Dated for the previous business day, is completed or canceled in Qwest’s service order processor (SOP). The losses on the report will be for the previous day’s activity. This report will include detailed information consistent with OBF guidelines, but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for at least the following list of products:

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Issue 12-76 (a) Section 12.3.7.1.2 Loss and Completion Reports	12.3.7.1.2 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the previous day’s activity for the service(s) requested is complete. This includes service orders Qwest generates without an LSR (for example, records correction work, PIC or Maintenance and Repair charges). This report will include detailed information consistent with OBF guidelines, <u>but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed)</u> . Individual reports will be provided for Resale and Unbundled Loop.	12.3.7.1.2 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the previous day’s activity for the service(s) requested is complete. This includes service orders Qwest generates without an LSR (for example, records correction work, PIC or Maintenance and Repair charges). This report will include detailed information consistent with OBF guidelines, but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed) . Individual reports will be provided for Resale and Unbundled Loop.
TESTING CHARGES		
Closed Issue 12-77 Section 12.4.1.5.1 Testing Charges When Circuit is on Pair Gain	12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or Qwest cannot test through, and CLEC advises Qwest of this, Qwest will not assess <u>any</u> testing charges. <u>Whether other charges, such as dispatch charges, apply will be governed by the provisions of this Agreement associated with such charges.</u>	12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or Qwest cannot test through, and CLEC advises Qwest of this, Qwest will not assess <u>optional</u> testing charges.
DEFINITION OF TROUBLE REPORT		
Closed Issue 12-78 Section 12.4.1.7 Trouble Report Definition (1 of 2 options)	PROPOSAL #1 12.4.1.7 <u>Intentionally Left Blank</u>	SAME FOR BOTH PROPOSALS 12.4.1.7 <u>For the purposes of Section 12.4.1.8, “Trouble Reports” means trouble reports received via MEDIACC, CEMR, or reported to one of Qwest’s call or repair centers, and managed and tracked within Qwest’s repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), and successor repair systems, if any.</u>
Closed Issue 12-78	PROPOSAL #2	SAME FOR BOTH PROPOSALS:

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Section 12.4.1.7 Trouble Report Definition (2 of 2 options)	12.4.1.7 For the purposes of Section 12.4.1.8, “Trouble Reports” means trouble reports of trouble received via <u>electronic interface</u> (MEDIACC, CEMR, <u>or successor system, if any</u>) or <u>submitted</u> reported to one of Qwest's call or repair centers, and managed and tracked within Qwest's repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), and successor repair systems, if any.	
Issue 12-79 Intentionally Left Blank		
CHARGES FOR REPEATS		
Closed Issue 12-80 Sections 12.4.1.8; see (a) –(c) below to Issue 12-80 for related sections 12.4.1.8.1, 6.6.4 & 9.2.5.2 Trouble Isolation Charge- Repeats	12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services or Trouble Isolation (“TIC”) charges for a CLEC T trouble R report, Qwest will remove such Maintenance of Services or TIC charge from CLEC’s account and CLEC may bill Qwest for its repeat dispatch(es) <u>on Repeat Troubles(s)</u> to recover a Maintenance of Services or TIC charge or CLEC’s actual costs, whichever is less, if all of the following conditions are met: (a) the repeat T trouble R report(s) is the same trouble as the prior T trouble R report (“Repeat Trouble”), as is demonstrated by CLEC’s test results isolated between consecutive CLEC access test points; and e) CLEC’s demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC’s records that are generated and maintained in the ordinary course of CLEC’s business.	12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services or Trouble Isolation (“TIC”) charges for a CLEC <u>T</u> trouble <u>R</u> report, Qwest will remove such Maintenance of Services or TIC charge from CLEC’s account and CLEC may bill Qwest for its <u>repeat</u> dispatch(es) on Repeat Trouble(s) to recover a Maintenance of Services or TIC charge or CLEC’s actual costs, whichever is less, if all of the following conditions are met: (a) the repeat <u>T</u> trouble <u>R</u> report(s) is the same trouble as the prior <u>T</u> trouble <u>R</u> report (“Repeat Trouble”), as is demonstrated by CLEC’s test results isolated between consecutive CLEC access test points; and e) CLEC’s demonstration of its technician dispatch on the <u>prior and</u> Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC’s records that are generated and maintained in the ordinary course of CLEC’s business.
Closed	<u>12.4.1.8.1 Where CLEC does not have remote</u>	<u>12.4.1.8.1 Where CLEC has remote testing capability and</u>

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Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
Issue 12-80 (a) Section 12.4.1.8.1 Trouble Isolation Charge-Remote Testing Capability	<u>testing capability, subsection (e) of Section 12.4.1.8 requires a technician dispatch for both the prior and Repeat Trouble. Where CLEC has remote testing capability and provides the test results described in subsection (d) of Section 12.4.1.8, CLEC must demonstrate the technician dispatch pursuant to subsection (e) of Section 12.4.1.8 only for the Repeat Trouble.</u>	<u>provides Qwest with conclusive circuit specific test results that isolate trouble to Qwest’s network, demonstration of CLEC’s prior dispatch pursuant to subsection (e) of Section 12.4.1.8 will be waived.</u>
Closed Issue 12-80 (b) Section 6.6.4 Trouble Isolation Charge-Repeat Dispatch v. Repeat Trouble	6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer’s side of the Demarcation Point. If the trouble is on the End User Customer’s side of the Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC’s behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the TIC charge. No charges shall apply if CLEC indicates trouble in Qwest’s network and Qwest confirms that such trouble is in Qwest’s network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest’s network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch trouble , CLEC demonstrates that the trouble is in Qwest’s network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.	6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer’s side of the Demarcation Point. If the trouble is on the End User Customer’s side of the Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC’s behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the TIC charge. No charges shall apply if CLEC indicates trouble in Qwest’s network and Qwest confirms that such trouble is in Qwest’s network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest’s network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch trouble , CLEC demonstrates that the trouble is in Qwest’s network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.
Closed Issue 12-80 (c)	9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of	9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when

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Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
<p>Section 9.2.5.2</p> <p>Trouble Isolation Charge- Repeat Dispatch v. Repeat Trouble</p>	<p>Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer’s side of the Loop Demarcation Point. If the trouble is on the End User Customer’s side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC’s behalf, Qwest will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest’s network and Qwest confirms that such trouble is in Qwest’s network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest’s network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch trouble, CLEC demonstrates that the trouble is in Qwest’s network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.</p>	<p>Qwest dispatches a technician and the trouble is found to be on the End User Customer’s side of the Loop Demarcation Point. If the trouble is on the End User Customer’s side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC’s behalf, Qwest will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest’s network and Qwest confirms that such trouble is in Qwest’s network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest’s network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch trouble, CLEC demonstrates that the trouble is in Qwest’s network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.</p>
<p>TEST PARA-METERS</p>		
<p>Closed</p> <p>Issue 12-81</p> <p>Section 12.4.3.5</p> <p>Test Parameters and Levels</p>	<p>12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Telcordia’s General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard, <u>and, to the extent not inconsistent with the foregoing, Qwest’s Technical Publications.</u></p>	<p>12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with <u>Qwest’s Technical Publications, and, to the extent not inconsistent with the foregoing,</u> Telcordia’s General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard, and, to the extent not inconsistent with the foregoing, Qwest’s Technical Publications.</p>
<p>Issue 12-82</p>		

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Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
Intentionally Left Blank		
DISPATCHES		
<p>Closed Issue 12-83</p> <p>Section 12.4.3.6.1</p> <p>Dispatch-related charges (1 of 2 options)</p>	<p>PROPOSAL #1:</p> <p>12.4.3.6.1 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards to resolve the repair condition. Qwest will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be Qwest’s decision whether or not to send a technician out on a dispatch. Qwest will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. Qwest will only charge for a dispatch if it dispatches and the trouble is not in Qwest’s facilities, including Qwest’s facilities leased by CLEC.</p>	<p>SAME FOR ALL PROPOSALS:</p> <p>12.4.3.6.1 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards to resolve the repair condition. Qwest will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be Qwest’s decision whether or not to send a technician out on a dispatch. Qwest will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. <u>Qwest will only charge for a dispatch if it dispatches and the trouble is not in Qwest’s facilities, including Qwest’s facilities leased by CLEC.</u></p>
<p>Closed Issue 12-83</p> <p>Section 12.4.3.6.1</p> <p>Dispatch-related charges (2 of 2 options)</p>	<p>PROPOSAL #2:</p> <p>12.4.3.6.1 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards to resolve the repair condition. Qwest will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be Qwest’s decision whether or not to send a technician out on a dispatch. Qwest will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. Qwest will only charge for a dispatch if it dispatches and the trouble <u>is found to be in the Qwest network, is not in Qwest’s facilities</u></p>	<p>SAME FOR BOTH PROPOSALS:</p> <p>12.4.3.6.1 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards to resolve the repair condition. Qwest will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be Qwest’s decision whether or not to send a technician out on a dispatch. Qwest will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. <u>Qwest will only charge for a dispatch if it dispatches and the trouble is not in Qwest’s facilities, including Qwest’s facilities leased by CLEC.</u></p>

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Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	QWEST PROPOSED LANGUAGE
Issue 12-84 Intentionally Left Blank		
Issue 12-85 Intentionally Left Blank		
Section 12.4.3.6.3 – See Issue 12-75 (Section 12.3.1) above		
TROUBLE REPORT CLOSURE		
<p>Issue 12-86</p> <p>Sections 12.4.4.1; 12.4.4.2; 12.4.4.3</p> <p>Trouble Report Closure</p>	<p><u>12.4.4.1 When Qwest closes a trouble report, Qwest will assign a code accurately identifying the reason or cause for service problems and the action taken (i.e., a “disposition code”).</u></p> <p><u>12.4.4.2 Qwest will notify CLEC of the disposition code upon request. For Maintenance and Repair trouble reports, the disposition code and any remarks will also be available through electronic interface (e.g., Customer Electronic Maintenance and Repair (CEMR)). CLEC closed trouble reports will be available to CLEC via the history function in the electronic interface (e.g., CEMR).</u></p> <p><u>12.4.4.3 Qwest will provide a web based tool (currently known as Maintenance and Repair Invoice Tool) that allows CLEC to access electronic copies of Qwest repair invoice information. The repair invoice information will include the time and material information that Qwest provides to its retail End User Customers on their time and material invoices. Qwest, through this tool, will provide access to at least the telephone number or circuit identification, CLEC ticket number, Qwest ticket number, End User Customer Address, End User</u></p>	<p><u>12.4.4.1 Procedures regarding trouble report closure are contained in Qwest’s PCAT, available on Qwest’s wholesale web site.</u></p>

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Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
	<p><u>Customer Name, USOC, Quantity, Start Date, End Date, Disposition Code, and any related remarks (comments by repair technician). Such invoice information will be available to CLEC within two (2) business days of ticket closure for POTS services and ten (10) business days for non-POTS services. Invoice information will be retained and available to CLEC via this tool for at least twelve (12) months.</u></p>	
CONTROLLED PRODUCTION		
<p>Issue 12-87 Section 12.6.9.4 Controlled Production</p>	<p>12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned. <u>Controlled production is not required for recertification, unless the Parties agree otherwise. Recertification does not include new implementations such as new products and/or activity types.</u></p>	<p>12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned. Controlled production is not required for recertification, unless the Parties agree otherwise. Recertification does not include new implementations such as new products and/or activity types.</p>
RATES FOR SERVICES		
Issue 22-88	22.1.1 The rates in Exhibit A apply to the services provided by Qwest to CLEC pursuant to this	22.1.1 The rates in Exhibit A apply to the services <u>by Qwest to CLEC</u> provided pursuant to this Agreement.

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Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE³	QWEST PROPOSED LANGUAGE
Section 22.1.1 Rates in Exhibit A	Agreement.	
Issue 22-88 (a) Exhibit A Section 7.11 Rates on Exhibit A	Qwest's Washington Access Service Tariff	<u>Qwest's</u> Washington Access Service Tariff
Section 22.4.1.1 – See Issue 22-90 (Section 22.6) below		
Issue 88 (b) Section 22.4.1.3 Cost proceeding	<u>22.4.1.3 Nothing in this Agreement shall waive any right of either Party to request a cost proceeding at the Commission to establish a Commission-approved rate to replace an Interim Rate.</u>	<u>22.4.1.3 Intentionally Left Blank</u>
Issue 22-89 Intentionally Left Blank		
UNAPPROVED RATES		
Issue 22-90 Sections 22.6 and subparts; <i>See</i> subparts (a) & (b) below for related issues in 22.6.1.1 & 22.4.1.1 Unapproved Rates	22.6.1 If Qwest offers a Section 251 product or service for which a price/rate has not been approved by the Commission in a TELRIC Cost Docket (“Unapproved rate”), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate. <u>Qwest will provide notice to CLEC of such filing and the proposed rate and, upon request, will provide a copy of the related cost support to CLEC.</u> If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate,	22.6.1 If Qwest offers a Section 251 product or service for which a price/rate has not been approved by the Commission in a TELRIC Cost Docket (“Unapproved rate”), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate. Qwest will provide notice to CLEC of such filing and the proposed rate and, upon request, will provide a copy of the related cost support to CLEC. If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.

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Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
	CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.	
Issue 24-91 Intentionally Left Blank		
INTERCONNECTION ENTRANCE FACILITY		
Closed Issue 24- 92 Section 24.1.2.2 Interconnection Entrance Facility	24.1.2.2 When Qwest provides an Interconnection Entrance Facility, Interconnection Entrance Facilities may not be used for Interconnection with Unbundled Network Elements. A CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to UNEs. Entrance Facilities and Mid-Span Meet POI are not available for Commingling. See Sections 7.1.2.1 and 7.1.2.5	<u>24.1.2.2 When Qwest provides an Interconnection Entrance Facility, Interconnection Entrance Facilities may not be used for Interconnection with Unbundled Network Elements. A CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to UNEs. Entrance Facilities and Mid-Span Meet POI are not available for Commingling. See Sections 7.1.2.1 and 7.1.2.5</u>
Section 24.3.2 – See Issue 9-58(e) (Section 9.23.4.4.3.1) above		
Section 24.4 and subparts – See Issue 9-61 (Section 9.23.9) above		
Exhibit A Section 7.1.1 See Issue 88(a)		
UNAPPROVED RATES		
Issue A-93	Reference REC NRC	Reference REC NRC
Exhibit A	8.1.1.2 <u>\$820.21</u>	8.1.1.2 <u>\$1386.47</u>

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Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³			QWEST PROPOSED LANGUAGE		
Qwest vs Eschelon proposals for rates not approved in a cost docket	8.8.1		<u>\$820.21</u>	8.8.1		<u>\$1386.47</u>
Issue A-93 (a)	Reference	REC	NRC	Reference	REC	NRC
Exhibit A Qwest vs Eschelon proposals for rates not approved in a cost docket	8.8.4		<u>\$329.00</u>	8.8.4		<u>\$1199.14</u>
Issue A-93 (b)	Reference	REC	NRC	Reference	REC	NRC
Exhibit A Qwest vs Eschelon proposals for rates not approved in a cost docket	8.15.2.1		<u>\$529.00</u>	8.15.2.1		<u>\$1058.00</u>
	8.15.2.2		<u>\$831.50</u>	8.15.2.2		<u>\$1663.00</u>
	10.7.10		<u>\$60.08</u>	10.7.10		<u>\$120.15</u>
	10.7.12.1		<u>\$0.2906</u>	10.7.12.1		<u>\$0.4310</u>
	12.3		<u>\$0.000464</u>	12.3		<u>\$0.00110</u>
Issue A-93 (c)	Reference	REC	NRC	Reference	REC	NRC
Exhibit A Qwest vs Eschelon proposals for rates not approved in a cost docket	9.2.8		<u>\$26.94</u>	9.2.8		<u>\$36.86</u>
	9.23.6.5		<u>\$26.94</u>	9.23.6.5		<u>\$36.86</u>

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Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
	9.23.7.6 <u>\$26.94</u>	9.23.7.6 <u>\$36.86</u>
Issue A-93 (d) Exhibit A Qwest vs Eschelon proposals for rates not approved in a cost docket	Reference REC NRC g) 9.6.12 <u>\$84.49</u> i) 9.23.6.8.1 <u>\$82.88</u> j) 9.23.6.8.2 <u>\$110.02</u> l) 9.23.7.7.1 <u>\$82.88</u> m) 9.23.7.7.2 <u>\$110.02</u>	Reference REC NRC g) 9.6.12 <u>\$126.01</u> i) 9.23.6.8.1 <u>\$135.13</u> j) 9.23.6.8.2 <u>\$153.38</u> l) 9.23.7.7.1 <u>\$135.13</u> m) 9.23.7.7.2 <u>\$153.38</u>
ADDITIONAL EXHIBIT A ISSUES		
Issue A-94 Exhibit A Section 8.6.1.3.1.1 Remote Collocation -48 Volt DC power	8.6.1.3.1 Power Usage (uses rate from 8.1.4.1.2.1) 8.6.1.3.1.1 Less than <u>or equal to</u> 60 amps; per Ampere Ordered.	8.6.1.3.1 Power Usage (uses rate from 8.1.4.1.2.1) 8.6.1.3.1.1 Less than 60 amps, per Ampere Ordered
Issue A-94(a) Exhibit A Section 8.6.1.3.1.2 Remote Collocation -48 Volt DC power	<u>8.6.1.3.1.2 Greater than 60 Amps</u> <u>\$3.13 B</u>	<u>8.6.1.3.1.2 Greater than 60 Amps</u> <u>\$3.13 B</u>
Issue A-95 Exhibit A 8.13 & subparts	<u>Note: Please see Exhibit A section 8.13.1 through 8.13.2.1 for the disputed rates. This is to exhaustive a change to reflect in this matrix.</u>	<u>Note: Please see Exhibit A section 8.13.1 through 8.13.2.1 for the disputed rates. This is to exhaustive a change to reflect in this matrix.</u>

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Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
DC Power Reduction		
Exhibit A Sections 9.3.3.3.1, 9.3.3.3.2, .3.3.4.1, 9.3.3.3.2 See Issue 50 (d) & (e)		
Exhibit A Sections 9.20.13.1 9.20.13.1.1, 9.20.13.1.2, 9.20.13.2 See Issue 4-5 (d)		
Exhibit A Section 9.20.14 See Issue 12-67 (g)		
Section 9.20.16 Exhibit A See 9.20.5 & 9.20.12 above		
Exhibit A, Section 9.23.6 and subparts – See Section 9.23.9 [24.4.] of ICA (Issue 9-61)		
Issue A-96 Exhibit A Sections 9.23.7.8.1, 9.23.7.8.2, 9.23.7.8.3 – EEL Transport, Nonrecurring	<u>No charge</u>	<u>No charge</u>
EXHIBIT C		
Exhibit C, 2.0 UCCRE – See Section 9.9 of ICA above		
Exhibit C, 2.0 Rearrangement – See Section 1.7.2 of ICA above		

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Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
Exhibit C,6.0– See Section 9.23.9 [24.4] of ICA above		
Exhibit C, 9.0 (LIS Trunking) – See Section 1.7.2 of ICA above		
EXHIBIT I		
Exhibit I – See Section 1.7.2 of ICA above		
EXHIBITS N & O		
Exhibits N & O – See Section 1.7.2 of ICA above		
POTENTIALLY STAYED ISSUES 9-37 through 9-42		
Issue 9-37 Sections 9.1.13.3 See (a) & (b) below for related issues in 9.1.14.4 & 9.1.15.1 Wire Center List	<u>9.1.13.3 If the Commission conducts a proceeding(s) to consider which Qwest Wire Centers satisfy the Wire Center thresholds described in Sections 9.2.1.3 and 9.2.1.4 or the Tier Wire Center designations described in Sections 9.6.2 and 9.7.1.2 and, as a result, identifies and approves non-impaired Wire Centers satisfying such criteria, CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit in such Wire Centers when the Wire Center is identified on the applicable Commission-approved list. CLEC will transition such UNEs impacted by the Commission-approved list as described in Section 9.1.14.</u>	<u>9.1.13.3 As part of the reasonably diligent inquiry described in Section 9.1.13, CLEC shall ensure that a requested unbundled DS1 or DS3 Loop is not in a Wire Center identified on the list provided by Qwest of Wire Centers that meet the applicable non-impairment thresholds specified in Sections 9.2.1.3, 9.2.1.3.2, 9.2.1.4 and 9.2.1.4.2 that a requested unbundled DS1, DS3 or Dark Fiber transport circuit is not between Wire Centers identified on the list of Wire Centers that meet the applicable non-impairment threshold specified in Section 9.6.2.2.1, 9.6.2.2.2, 9.6.2.3.1, 9.6.2.3.2. and 9.7.1.1.1.1.</u>
Issue 9-37 (a) Section 9.1.14.4 Wire Center List - Additional Non-Impaired Wire	<u>9.1.14.4 – Disputed portion (issue 1):</u> Qwest Commission adds the Wire Center(s) to the Wire Center list <u>described in Section 9.1.13.3,</u> 9.1.14.4 – Entire provision: 9.1.14.4 Additional Non-Impaired Wire Centers. When additional Qwest Wire Center(s) meet the	9.1.14.4 – Disputed portion (issue 1): Qwest Commission adds the Wire Center(s) to the Wire Center list, described in Section 9.1.13.3, 9.1.14.4 – Entire provision: 9.1.14.4 Additional Non-Impaired Wire Centers. When additional Qwest Wire Center(s) meet the relevant factual criteria

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Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
Centers (1 of 2 issues in Section 9.1.14.4 For 2 nd issue, see Section 9.1.14.4 below)	relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in this Agreement and Qwest Commission adds the Wire Center(s) to the Wire Center list <u>described in Section 9.1.13.3</u> . Qwest shall provide notice to CLEC. Thirty (30) Days after notification from Qwest, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service. CLEC will have <u>twelve (12) months to transition DS1 and DS3 UNEs and</u> one hundred eighty (180) Days to transition and Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change.	discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in this Agreement and Qwest Commission adds the Wire Center(s) to the Wire Center list, <u>described in Section 9.1.13.3</u> . Qwest shall provide notice to CLEC. Thirty (30) Days after notification from Qwest, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. <u>CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service.</u> CLEC will have twelve (12) months to transition DS1 and DS3 UNEs and one hundred eighty (180) Days to transition and Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change.
Issue 9-37 (b) Section 9.1.15.1 Wire Center List - Change in UNE status	9.1.15.1 If Qwest believes or asserts that a particular UNE's availability status has changed, Qwest shall notify CLEC of Qwest's claim and the basis for the claim and upon request, provide sufficient data, <u>including the data described in Section 9.1.13.4.1.2</u> to enable CLEC to identify and agree upon any impacted facility(ies). <u>If the Commission has not conducted a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3 or otherwise approved a list of non-impaired Wire Centers, Qwest shall, upon request, provide at least the data described in Section 9.1.13.4.1.2 to CLEC with Qwest's notice.</u> If the Parties do not reach agreement, Qwest must continue to provide the UNE to CLEC until the Dispute is resolved. See Section 9.1.14.	9.1.15.1 If Qwest believes or asserts that a particular UNE's availability status has changed, Qwest shall notify CLEC of Qwest's claim and the basis for the claim and upon request, provide sufficient data, including the data described in Section 9.1.13.4.1.2 to enable CLEC to identify and agree upon any impacted facility(ies). If the Commission has not conducted a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3 or otherwise approved a list of non-impaired Wire Centers, Qwest shall, upon request, provide at least the data described in Section 9.1.13.4.1.2 to CLEC with Qwest's notice. If the Parties do not reach agreement, Qwest must continue to provide the UNE to CLEC until the Dispute is resolved. See Section 9.1.14.

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<p>Issue 9-38</p> <p>Section 9.1.13.4 and subparts</p> <p>Processing of High Capacity Loop and Transport Requests</p>	<p>9.1.13.4 Upon receiving such a request for access to a <u>High Capacity Loop or high capacity transport UNE</u>, Qwest must immediately process the request. <u>Qwest shall not prevent order submission and/or order processing (such as via a system edit or by requiring affirmation of the information in the self-certification letter through remarks in the service request or through other means) for any such facility, unless the Parties agree otherwise in writing. The Parties agree that, no later than thirty (30) Days after the Effective Date of this Agreement, they will meet to commence discussions (potentially with other CLECs as well) regarding potential processes and/or system modifications to allow Qwest, on mutually agreeable terms, to reject orders for unbundled High Capacity Loops and/or high capacity transport in Wire Centers on the Commission approved Wire Center list described in Section 9.1.13.3 that meet the criteria in this Agreement for non-impaired status. If the Parties reach agreement, this Agreement will be amended pursuant to Section 5.30 to reflect the terms agreed upon.</u></p>	<p>9.1.13.4 Upon receiving a request for access to a <u>high capacity Dedicated Transport or High Capacity Loop UNE or High Capacity EEL that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand Order</u>, Qwest must immediately process the request. Qwest shall not prevent order submission and/or order processing (such as via a system edit or by requiring affirmation of the information in the self-certification letter through remarks in the service request or through other means) for any such facility, unless the Parties agree otherwise in writing. The Parties agree that, no later than thirty (30) Days after the Effective Date of this Agreement, they will meet to commence discussions (potentially with other CLECs as well) regarding potential processes and/or system modifications to allow Qwest, on mutually agreeable terms, to reject orders for unbundled High Capacity Loops and/or high capacity transport in Wire Centers on the Commission approved Wire Center list described in Section 9.1.13.3 that meet the criteria in this Agreement for non-impaired status. If the Parties reach agreement, this Agreement will be amended pursuant to Section 5.30 to reflect the terms agreed upon.</p>
<p>Issue 9-39</p> <p>Section 9.1.13.4.1.2 and subparts</p> <p>Review of Wire Center list</p>	<p>9.1.13.4.1.2 If the Commission conducts a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3, the Parties will follow any procedures established by the Commission with respect to exchange of data and Confidential Information and updating the approved Wire Center list. <u>If the Commission has not conducted such a proceeding or otherwise approved a list of non-impaired Wire Centers, the Parties will follow the procedures described in this Section. Pursuant to Section 5.18.2 of this Agreement, prior to any other</u></p>	<p>9.1.13.4.1.2 If the Commission conducts a proceeding(s) to consider Qwest Wire Centers as described in Section 9.1.13.3, the Parties will follow any procedures established by the Commission with respect to exchange of data and Confidential Information and updating the approved Wire Center list. If the Commission has not conducted such a proceeding or otherwise approved a list of non-impaired Wire Centers, the Parties will follow the procedures described in this Section. Pursuant to Section 5.18.2 of this Agreement, prior to any other formal Dispute resolution proceedings, each Party will negotiate in good faith to resolve the Dispute. To facilitate good faith negotiations and in an attempt to</p>

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	<p><u>formal Dispute resolution proceedings, each Party will negotiate in good faith to resolve the Dispute. To facilitate good faith negotiations and in an attempt to avoid further proceedings, the Parties will work together to verify the qualification information of any High Capacity Loop or high capacity transport UNE that Qwest challenges. To do so, Qwest shall provide at least the following information to CLEC (with any Confidential Information being subject to Sections 5.16 and 5.18.3.1.4 of this Agreement or as ordered by the Commission or other appropriate authority):</u></p> <p><u>9.1.13.4.1.2.1 For Wire Centers:</u></p> <p><u>9.1.13.4.1.2.1.1 The number, for each Wire Center, of undisputed Fiber-Based Collocators (i.e., the Carrier has not indicated disagreement with Qwest’s designation as a Fiber- Based Collocator); the total number of CLECs collocated in each Wire Center; and the date of each count; and</u></p> <p><u>9.1.13.4.1.2.1.2 The number, for each Wire Center, of Business Lines, including a breakdown of Qwest business analog switched access lines, Qwest business digital switched access line equivalents by type of digital line (e.g., 64 Kbps, DS), business UNE Loops provided not in combination with other Unbundled Network Elements, the total number of lines of those identified pursuant to this Section that are served by remote Switch(es); and the date of each count.</u></p>	<p>avoid further proceedings, the Parties will work together to verify the qualification information of any High Capacity Loop or high capacity transport UNE that Qwest challenges. To do so, Qwest shall provide at least the following information to CLEC (with any Confidential Information being subject to Sections 5.16 and 5.18.3.1.4 of this Agreement or as ordered by the Commission or other appropriate authority):</p> <p>9.1.13.4.1.2.1 For Wire Centers:</p> <p>9.1.13.4.1.2.1.1 The number, for each Wire Center, of undisputed Fiber-Based Collocators (i.e., the Carrier has not indicated disagreement with Qwest’s designation as a Fiber-Based Collocator); the total number of CLECs collocated in each Wire Center; and the date of each count; and</p> <p>9.1.13.4.1.2.1.2 The number, for each Wire Center, of Business Lines, including a breakdown of Qwest business analog switched access lines, Qwest business digital switched access line equivalents by type of digital line (e.g., 64 Kbps, DS), business UNE Loops provided not in combination with other Unbundled Network Elements, the total number of lines of those identified pursuant to this Section that are served by remote Switch(es); and the date of each count.</p> <p>9.1.13.4.1.2.3 For all: Other data upon which Qwest relies for its position that CLEC may not access the UNE.</p>

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	<u>9.1.13.4.1.2.3 For all: Other data upon which Qwest relies for its position that CLEC may not access the UNE.</u>	
Issue 9-40 Sections 9.1.13.5.2, 9.1.15.2.1 NRCs for Conversions	<p><u>9.1.13.5.2 Regarding nonrecurring charges, see Section 9.1.14.6.</u></p> <p><u>9.1.14.6 If CLEC converts a facility to a Qwest-provided analogous or alternative service arrangement pursuant to a Section 9.1.14 transition, or because access to a UNE has become unavailable and no transition period applies, Qwest may charge the nonrecurring rate in Exhibit A for Private Line/Special Access to UNE Conversion as an Interim Rate subject to the Commission establishing a rate. When the Commission approves a rate, that rate applies as ordered by the Commission without amendment of this Agreement.</u></p> <p><u>9.1.15.2.1 If CLEC converts a facility to a Qwest-provided analogous or alternative service arrangement pursuant to Section 9.1.15, or because access to a UNE has become unavailable and no transition period applies, Qwest may charge the nonrecurring rate in Exhibit A for Private Line/Special Access to UNE Conversion as an Interim Rate subject to the Commission establishing a rate. When the Commission approves a rate, that rate applies as ordered by the Commission without amendment of this Agreement.</u></p>	<p><u>9.1.13.5.2 CLEC is also responsible for all applicable non-recurring charges associated with the appropriate alternative service arrangements.</u></p> <p><u>9.1.14.6 CLEC is also responsible for all applicable non-recurring charges associated with the applicable alternative</u></p> <p><u>9.1.15.2.1 CLEC is responsible for all applicable nonrecurring charges associated with the applicable alternative service arrangements.</u></p>
Issue 9-41 Section 9.1.14.4 Length of time period	<p>9.1.14.4 CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition <u>DS1 and DS3 UNEs</u> and Dark Fiber transport to an alternative service.</p>	<p>9.1.14.4 <u>CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service.</u> CLEC will have one hundred eighty (180) Days to transition <u>DS1 and DS3 UNEs</u> and Dark Fiber transport to an alternative service.</p>

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(2 of 2 issues in Section 9.1.14.4; For 1 st issue, see Section 9.1.13.3 above)		
Issue 9-42 Section 9.1.14.4.1; See subpart for 9.1.15 Rate During Time Period	<u>9.1.14.4.1 For the transition period, such facility(ies) that CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to 115% of the UNE recurring rate the state Commission has established or establishes.</u>	<u>9.1.14.4.1 CLEC is subject to back billing for the difference between the UNE and Tariff recurring rates beginning on the ninety-first (91st) Day for the existing DS1 and DS3 UNEs, and on Day one-hundred-eighty-one (181) for the existing Dark Fiber transport, as well as all applicable nonrecurring charges associated with such conversions.</u>