

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition for Arbitration of an)	
Interconnection Agreement Between)	
)	DOCKET NO. UT- _____
CHARTER FIBERLINK WA-CCVII, LLC)	
)	PETITION FOR ARBITRATION
and)	
)	
QWEST CORPORATION)	
)	
Pursuant to 47 U.S.C. Section 252.)	

Charter Fiberlink WA-CCVII, LLC (“Charter”), petitions the Commission pursuant to WAC 480-07-630 and 47 U.S.C. § 252 to arbitrate an interconnection agreement between Charter and Qwest Corporation (“Qwest”). As set forth in more detail below, Charter requests that the Commission arbitrate and resolve each issue identified in this Petition by ordering the parties to incorporate Charter’s proposed language into their final interconnection agreement. In support of the Petition, Charter states:

PARTIES

1. Charter is a Delaware limited liability company, with its primary place of business at 12405 Powerscourt Drive, St. Louis, MO 63131. Charter has been registered by the Commission to provide local exchange service and exchange access service throughout the state of Washington.

2. The names, addresses and contact information for Charter’s representatives in this proceeding are as follows:

Carrie L. Cox, Esq.
Clifford K. Williams, Esq.
Charter Communications
12405 Powerscourt Drive
St. Louis, Missouri 63131
Tel: (314) 543-2567
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1201 Third Avenue, Suite 2200
Seattle, Washington 98101-3045
P: (206) 757-8079
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Email: gregkopta@dwt.com

Charter respectfully requests that a copy of all Commission orders and notices, and all Qwest pleadings and filings also be sent to:

K.C. Halm
Brian Nixon
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue, NW
Suite 200
Washington, DC 20006
P: (202) 973-4200
F: (202) 973-4499
Email: kc.halm@dwt.com

3. Upon information and belief, Charter states that Qwest is a corporation organized and formed under the laws of Delaware. The principal office address for Qwest is 1801 California Street, 24th Floor, Denver, CO 80202. Qwest provides local exchange, exchange access and other services as the incumbent telephone company within certain parts of Minnesota. Qwest is an “incumbent local exchange carrier” under the federal Telecommunications Act of 1996 (“Act”). *See* 47 U.S.C. § 251(h).

4. To Charter' knowledge, the contact information for Qwest is:

Robert Kennedy
Qwest Corporation
1801 California Street
Denver, CO 80202
Tel: (612) 672-8905
Fax: (612) 672-8911
Email: robert.kennedy@qwest.com

Lisa A. Anderl
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1600 7th Avenue, Room 3206
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JURISDICTION

5. This Commission has jurisdiction over Charter's Petition pursuant to 47 U.S.C. § 252(b)(1) and RCW 80.36.610. Under the Act, parties to a negotiation for interconnection, access to unbundled network elements, or resale of services may petition the state commission for arbitration of any unresolved issues. 47 U.S.C. § 252(b). Under Section 252(b)(1) of the Act, the request for arbitration may be made by either party at any time during the period from the 135th to the 160th day (inclusive) after the date on which the ILEC receives a request for negotiations under Section 251 of the Act. Under federal law, the arbitration is to be concluded no later than nine months after the request for negotiations. 47 U.S.C. § 252(b)(4)(C).

6. Charter first requested negotiations with Qwest for negotiation of a new interconnection agreement (to replace their existing agreement) on August 27, 2008. In the ensuing 160 days the Parties attempted to resolve all open issues arising from the negotiations. The Parties agreed to extend negotiations on several occasions in an effort to resolve all of the

remaining open issues between the Parties. The date upon which Charter effectively requested negotiations with Qwest pursuant to Section 252 occurred on March 1, 2008, and the 160th day following that date is August 8, 2008. Charter, therefore, has timely filed its Petition.

LEGAL STANDARD

7. This arbitration must be resolved by the standards established in Sections 251 and 252 of the Act and the rules adopted by the Federal Communications Commission (“FCC”). *See* 47 U.S.C. § 252(c)(1).

8. Section 252(c) of the Act requires a state commission resolving open issues through arbitration to:

- (1) ensure that such resolution and conditions meet the requirements of section 251 of this title, including the regulations prescribed by the [FCC] pursuant to section 251 of this title; [and]
- (2) establish any rates for interconnection, services, or network elements according to subsection (d) of this section

47 U.S.C. § 252(c).

9. The Commission must make an affirmative determination that the rates, terms and conditions that it prescribes in the arbitration proceeding are consistent with the requirements of Sections 251(b) and (c) and Section 252(d) of the Act. 47 U.S.C. § 252(d).

10. The Commission may also, under its own state law authority, impose additional requirements pursuant to Section 252(e)(3) of the Act, as long as such requirements are consistent with the Act and the FCC’s regulations. 47 U.S.C. § 252(e)(3).

11. Charter and Qwest have previously entered into an interconnection agreement that was approved by this Commission. As noted above, the term of that agreement recently expired, and is now in “evergreen” status pending final resolution in this proceeding. For that reason,

Charter submitted to Qwest a written request to initiate negotiations for a new interconnection agreement pursuant to Sections 251 and 252 of the Act.

SUMMARY OF NEGOTIATION HISTORY

12. Negotiation of this interconnection agreement commenced on or about August 27, 2007, when Charter sent Qwest a request for interconnection pursuant to 47 U.S.C. §§ 251(a) and (b). As noted above, Charter has agreed with Qwest, for purposes of 47 U.S.C. § 252, that the first day of negotiations was March 1, 2008, and a copy of the letter reflecting this agreement, and the original negotiations request letter, are set forth in **Exhibit A**.

13. Negotiations over the terms of a replacement agreement have addressed, among other things, issues arising in the general terms and conditions, interconnection, number portability, directory listings and ancillary services sections of the draft agreement. The parties have met by telephone conference, generally on a weekly basis, during the preceding months of October, November, and December of 2007, and January, February, March, April, May, June and July of 2008.

UNRESOLVED ISSUES AND POSITIONS OF THE PARTIES

14. The unresolved issues between Charter and Qwest, and their respective positions as to each unresolved issue are reflected in the current draft of the interconnection agreement, which is attached as **Exhibit B**, and in the Disputed Issues Matrix attached as **Exhibit C**. In those exhibits, agreed-upon language is shown in normal type, disputed language proposed by Qwest is shown in underline, and disputed language proposed by Charter is shown as **bold**. In addition, for Exhibit A of the Agreement, the price list, the parties' respective proposed language is reflected in different color font rather than as bold or underlined text. Qwest's proposed language in Exhibit A is shown in blue font, and Charter proposed language is shown in red font.

15. The Disputed Issues Matrix includes a brief narrative explaining Charter's position on each disputed issue that indicates how the parties' respective positions meet or fail to meet the requirements of the Act, applicable FCC rules and regulations, state law, and applicable Commission rules, orders or policies. The narratives are summary in nature only, and the parties will expand upon their respective positions as this matter proceeds.

RESOLVED ISSUES

16. The parties have been able to resolve numerous issues during negotiations, working from language from the prior interconnection agreement between the Parties. Specifically, the parties have resolved numerous issues relating to the general terms and conditions, interconnection, collocation, UNEs, and certain ancillary services.

17. With respect to the general terms and conditions, the Parties resolved issues surrounding: obligations associated with entering into a successor agreement; the timing of credits if a bill dispute is resolved in favor of the non-billing party; waiver of jury trials; and many other terms and conditions. With respect to the interconnection issues, the Parties resolved issues concerning the distinction between measurement and compensation for terminating local minutes of use and jointly provided switched access obligations. With respect to collocation, the Parties resolved issues relating to virtual collocation obligations. With respect to UNEs, the Parties resolved several issues concerning subloops and NIDs. Finally, with respect to ancillary services, the Parties resolved issues relating to pole attachment obligations.

18. Finally, if within the two (2) business day period immediately preceding the filing of this Petition, disputed language in **Exhibit C** was resolved by agreement between the parties, or if Qwest or Charter has indicated its agreement with any of the language in **Exhibit C**, there

may not be changes to **Exhibits A, B or C** that would reflect such agreement, given the impracticability of modifying this Petition and the exhibits in time to make a timely filing.

WHEREFORE, Charter respectfully requests that the Commission approve the Proposed Agreement between Charter and Qwest reflecting the agreed-upon language in **Exhibit B**, resolve the issues presented in this proceeding by adopting the language proposed by Charter, and provide such other or further relief as the Commission finds fair, just, reasonable, and sufficient.

DATED this 8th day of August, 2008.

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By



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