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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**JOINT APPLICATION OF QWEST CORPORATION AND NEW ROCHELLE TELEPHONE CORP. fka PECONIC TELCO, INC. FOR APPROVAL OF THE ADOPTION OF THE COVISTA AGREEMENT (APPROVED BY THE COMMISSION ON JULY 8, 2004 [ORDER NO. 29544], IN DOCKET NO. QWE-T-04-14) FOR THE STATE OF IDAHO PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-05-02  
**APPLICATION FOR APPROVAL OF AMENDMENTS TO THE INTERCONNECTION AGREEMENT**

Qwest Corporation (“Qwest”) and New Rochelle Telephone Corp. fka Peconic Telco, Inc. (“New Rochelle”) hereby jointly file this Application for Approval of Amendments to the Interconnection Agreement, which was filed with the Idaho Public Utilities Commission on February 1, 2005, and is currently pending approval (the “Agreement”). These amendments provide for (1) Elimination of UNE-P Implementation of Batch Hot Cut Process and Discounts, and (2) Triennial Review Order and USTA II Decision, respectively (the “Amendments”). A copy of the Amendments are submitted herewith.

These Amendments were reached through voluntary negotiations without resort to mediation or arbitration and are submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

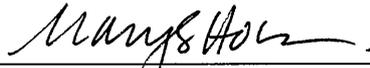
Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

New Rochelle and Qwest respectfully submit these Amendments provide no basis for either of these findings, and, therefore jointly request that the Commission approve these Amendments expeditiously. These Amendments are consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expedient approval of these Amendments will enable New Rochelle to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

New Rochelle and Qwest further request that the Commission approve these Amendments without a hearing. Because these Amendments were reached through voluntary negotiations, they do not raise issues requiring a hearing and do not concern other parties not a party to the negotiations. Expedient approval would further the public interest.

Respectfully submitted this 1<sup>st</sup> day of February, 2005.

**Qwest Corporation**



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Mary S. Hobson  
Stoel Rives LLP, Attorneys for Qwest

and

Paul Riss  
New Rochelle Telephone Corp.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 1<sup>st</sup> day of February, 2005, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENTS TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83720-0074  
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Brandi L. Gearhart, PLS  
Legal Secretary to Mary S. Hobson  
Stoel Rives LLP

**AMENDMENT TO INTERCONNECTION AGREEMENT FOR ELIMINATION OF UNE-P AND  
IMPLEMENTATION OF BATCH HOT CUT PROCESS AND DISCOUNTS  
between  
Qwest Corporation and New Rochelle Telephone Corp fka Peconic Telco, Inc.  
for the State of Idaho**

This Agreement is entered into by and between Qwest Corporation ("Qwest"), a Colorado corporation, and New Rochelle Telephone Corp fka Peconic Telco, Inc. ("CLEC"), a New York corporation effective as of the Effective Date, defined below.

**RECITALS**

WHEREAS, the Parties are entering into an Interconnection Agreement for services in the state of Idaho, which is being filed with the Idaho Public Utilities Commission ("Commission"); and

WHEREAS, the Parties may during the Term of this Amendment enter into new Interconnection Agreement(s) and/or amend existing Interconnection Agreement(s);

WHEREAS, CLEC previously purchased on an unbundled basis from Qwest certain combinations of network elements, ancillary functions, and additional features, including without limitation the local Loop, port, switching, and shared transport combination commonly known as Unbundled Network Element Platform ("UNE-P");

WHEREAS such UNE-P arrangements were previously obtained by CLEC under the terms and conditions of certain Interconnection Agreements including without limitation in certain states Qwest's Statement of Generally Available Terms;

WHEREAS both CLEC and Qwest acknowledge certain regulatory uncertainty in light of the DC Circuit Court's decision in United States Telecom Association v. FCC, 359 F.3d 554 (March 2, 2004), with respect to the future existence, scope, and nature of Qwest's obligation to provide such UNE-P arrangements under the Communications Act (the "Act");

WHEREAS to address such uncertainty and to create a stable arrangement for the continued availability to CLEC from Qwest of services technically and functionally equivalent to the June 14, 2004 UNE-P arrangements the parties have contemporaneously entered into a Master Service Agreement for the provision of Qwest Platform Plus™ service (the "QPP™ MSA"); and

WHEREAS, the Parties have agreed to the following terms and conditions which during the Term of this Amendment are intended to supplement in part and supercede in part the terms and conditions of their existing Interconnection Agreement and any new Interconnection Agreements they may enter into.

**AGREEMENT**

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

## Section 1.0 – Definitions

“Batch Hot Cut” refers to a hot cut performed pursuant to the Batch Hot Cut Process described in Attachment A.

“Individual Hot Cut” refers to a hot cut that is not performed pursuant to a batch process.

## Section 2.0 – General Terms and Conditions

2.1 Effective Date. This Amendment shall become effective upon the latest execution date by the Parties (“Effective Date”).

2.2 Term. The term of this Amendment shall begin on the Effective Date and shall remain in effect through July 31, 2008. At any time within 6 months prior to expiration of the Amendment either Party may provide notice of renegotiation. Upon mutual agreement, the term of the Amendment may be extended upon the same terms and conditions for no more than one (1) six month extension period. If the QPP MSA is terminated (for reasons other than material breach by CLEC with respect to a particular state, this Amendment shall, by its own terms and notwithstanding any requirement that subsequent modifications or amendments be in writing signed by both Parties, automatically be terminated in that state, and CLEC shall be free thereafter to pursue any available means to purchase UNE-P or equivalent services from Qwest.

2.3 Scope of Amendment. The provisions of this Amendment are intended to amend and supercede those provisions of CLEC’s existing and all future Interconnection or other Agreements only as they relate to the offering of Unbundled mass market Switching or Unbundled enterprise Switching and Unbundled Shared Transport in combination with other network elements as part of the Unbundled Network Element Platform, and Batch Hot Cuts, as defined below (collectively, the “Services”). The Services and related terms and conditions described in this Agreement are applicable only in Qwest’s incumbent LEC service territory in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

2.4 Existing Rules. The provisions in this Amendment 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 Federal rules, regulations, and laws, as of June 17, 2004 (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 Amendment 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.

2.5 Change of Law. If a change in law, rule, or regulation materially impairs a party’s ability to perform or obtain a benefit under this Amendment, both parties agree to negotiate in good faith such changes as may be necessary to address such material impairment.

2.6 Regulatory Approval. In the event the FCC, a state commission or any other governmental authority or agency rejects or modifies any material provision in this Amendment, either party may immediately upon written notice to the other Party terminate this Amendment and the QPP MSA.

2.7 Entire Agreement. This Amendment (including all Attachments) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, including but not limited to, any term sheet or memorandum of understanding entered into by the Parties, to the extent they relate in any way to the subjects of this Amendment.

### **Section 3.0 – Batch Hot Cut Terms and Conditions**

3.1 Individual Hot Cuts. All hot cuts, except for those hot cuts performed pursuant to a batch process, will be provided by Qwest to CLEC at the rates, terms and conditions set forth in CLEC's Interconnection Agreement.

3.2 Batch Hot Cut Process. Upon deployment of the Batch Hot Cut Status Tool and amendment of Appointment Scheduler to accommodate Batch Hot Cut orders, Qwest shall provide Batch Hot Cuts to CLEC upon the rates, terms and conditions set forth in this Agreement. The Parties agree to follow the Batch Hot Cut Process described in Attachment A. CLEC agrees to use commercially reasonable efforts to use the Batch Hot Cut Process under this Agreement even in states in which the Individual Hot Cut rate is lower than the Batch Hot Cut Rate.

3.3 Batch Hot Cut Rates: The base Batch Hot Cut price is \$27.50 per line unless the incentive thresholds below are met. If the number of CLEC's QPP™ lines as of October 31, 2005 equals or exceeds 90% of the sum of CLEC's QPP™ and UNE-P lines as of October, 31, 2004, the Batch Hot Cut rate for CLEC will be reduced to \$23 per line for Batch Hot Cuts performed during the time period from January 1, 2006 through December 31, 2006. If the number of CLEC's QPP™ lines as of October 31, 2006 equals or exceeds 90% of the sum of CLEC's QPP™ and UNE-P lines as of October, 31, 2005, the Batch Hot Cut rate for CLEC will be reduced to \$18.50 per line for Batch Hot Cuts performed during the time period from January 1, 2007 through end of the term of this Amendment. For purposes of this section, the number of QPP™ lines and the sum of QPP™ and UNE-P lines shall be calculated on a nationwide basis that includes all states in which this Amendment is in effect.

3.4 Batch Hot Cut Rate Adjustment: If after the Effective Date, for a state in which the Individual Hot Cut rate is higher than the Batch Hot Cut Rates under this Amendment (inclusive of the discounts set forth in Section 3.3) as of the Effective Date, the rate for Individual Hot Cuts in such state is subsequently lowered below the Batch Hot Cut Rates contained in this Amendment (inclusive of the discounts set forth in Section 3.3), then the Batch Hot Cut rates under this Amendment (including the discounted rates set forth in Section 3.3) that are higher than the newly-lowered state rate for Individual Hot Cuts will be automatically adjusted downward prospectively (with such new rates being implemented for CLEC region-wide for all fourteen states) by an amount equal to the difference in the newly-lowered state Individual Hot Cut rate and each higher Batch Hot Cut Rate under this Amendment multiplied by the percentage of Qwest local service lines in that state compared to the total number of Qwest in-region local service lines.

Example 1: The individual hot cut rate in Arizona is lowered from the current TELRIC rate to \$30.00 per line. Because \$30.00 is higher than the Batch Hot Cut Rates under this Amendment, there would be no adjustment.

Example 2: The individual hot cut rate in Montana is lowered on January 1, 2006 from the current TELRIC rate to \$20.00 per line. The \$27.50 and \$23.00 Batch Hot Cut Rates (but not the \$18.50 rate) shall be reduced effective January 1, 2006 as follows.

New lowered Batch Hot Cut Rate =  $\$27.50 - ((\$27.50 - \$20.00) \times (\text{Number of Qwest local service lines in Montana} / \text{Total number of Qwest local service lines in Qwest's fourteen state territory}))$

New lowered Batch Hot Cut Rate =  $\$23.00 - ((\$23.00 - \$20.00) \times (\text{Number of Qwest local service lines in Montana} / \text{Total number of Qwest local service lines in Qwest's fourteen state territory}))$

3.5 Batch Hot Cut Tools. Qwest is in the process of developing a Batch Hot Cut Scheduling Tool and a Batch Hot Cut Status Tool. CLEC understands that these Tools will not be available until IMA 16.0 is released and CLEC will not be able to submit requests for Batch Hot Cuts until IMA 16.0 is released. Qwest shall use best reasonable commercial efforts to release IMA 16.0 by December 31, 2004. The Batch Hot Cut Scheduling Tool will be enhanced in a future IMA release if and to the extent the enhancement is supported by the CLEC community. If approved, the enhancement will include the ability to reserve due dates for IDLC in cumulative batches of no more than 40 IDLC Loops per state per day. Qwest and CLEC agree to support as a high priority the enhancement for IDLC inclusion in the Batch Hot Cut Scheduling Tool and will work this through the systems prioritizations procedures in the Qwest Wholesale Change Management Process. Qwest and CLEC will rank this enhancement change request within the top twenty-five percent (25%) of all change requests to be prioritized through the Qwest Wholesale Change Management Process when this change request is prioritized. The Parties agree to the following service assurance approach for these Tools:

3.5.1 Batch Hot Cut Scheduling Tool Availability. To the extent that there is a systems failure that exceeds forty-eight (48) hours and creates an inability to request a Batch Hot Cut, Qwest will work in good faith with CLEC to develop a negotiated settlement with respect to the cost difference between the Qwest QPP™ monthly recurring charge (MRC) and the Unbundled Loop MRC times the number of days that CLEC was unable to order a Batch Hot Cut. Settlement discussions would be initiated upon the written request of CLEC.

3.5.2 Batch Hot Cut Status Tool System Refresh Timeliness. After the deployment of the Batch Hot Cut Status Tool, Qwest and CLEC will work cooperatively to review the system logic and processes in an effort to determine an appropriate measurement approach. The parties agree to take the least-cost approach to capture this performance experience.

3.6 The Batch Hot Cut pricing provisions in this Amendment are subject to the following conditions:

A. Integrated Digital Loop Carrier ("IDLC") is not a part of the standard Batch Hot Cut process. However, the pricing for Batch Hot Cuts will apply to IDLC Loops. IDLC Loops will be batched together in quantities of no more than 40 IDLC Loops per state, per day.

B. Line Splitting to Loop Splitting conversions can be included the Batch Hot Cut process at the same pricing for Batch Hot Cuts stated above. For purposes of this Section, a Line Splitting to Loop Splitting conversion means a conversion from Qwest as the switch

provider to a CLEC switch provider where the data or DLEC provider and the Loop remain the same.

C. Batch Hot Cut limits are in effect as established in the Batch Hot Cut Process described in Attachment A.

#### **Section 4.0 – Removal of UNE-P, Enterprise and Mass Market Switching and Shared Transport from Interconnection Agreement(s)**

4.1 Agreement Not to Order. During the term of this Agreement Qwest shall not offer or provide to CLEC, and CLEC shall not order or purchase from Qwest, unbundled mass market switching, unbundled enterprise switching or unbundled shared transport, in combination with other network elements as part of the Unbundled Network Element Platform (“UNE-P”), out of its existing Interconnection Agreement(s) with Qwest, a Qwest SGAT or any other Interconnection Agreement governed by 47 U.S.C. §§251 and 252 that CLEC or one of its affiliates may in the future enter into with Qwest and CLEC waives any right under applicable law in connection therewith. Notwithstanding the foregoing, nothing in this Section shall prevent Qwest from offering or providing QPP™ services to CLEC, or CLEC from ordering or purchasing QPP™ services from Qwest. The agreement not to order UNE-P services embodied in this Section shall remain in effect for the Term of this Amendment, and for the avoidance of doubt, shall no longer be binding on CLEC or otherwise enforceable in a particular state if the QPP MSA is terminated as to that state (other than for reason of material breach by CLEC).

#### **Section 5.0 Other Terms and Conditions of Interconnection Agreements**

5.1 Other Interconnection Terms. This Amendment is not intended to alter, adjust or extend existing interconnection arrangements between Qwest and CLEC except as expressly set forth herein and all such other interconnection arrangements and related terms and conditions shall remain in full force and effect.

5.2 CLEC may use Qwest's Directory Assistance Services or operator services and may arrange to provide access to its own, or to a third party's, directory assistance or operator services platform. Qwest Branded Operator Services and Directory Assistance may be purchased by CLEC pursuant to the terms of the applicable ICA, SGAT, or tariff. CLEC Branded Operator Services and Directory Assistance will also be available from Qwest using Originating Line Number Screening (“OLNS”). Qwest will provide CLEC nondiscriminatory access to Qwest's Directory Assistance Listings.

5.3 Line splitting will be available for Loops provided pursuant to the ICA, such that CLEC may provide DSL service using the high-frequency portion of such a Loop and a CLEC-provided splitter, or CLEC may contract with a third-party CLEC to provide such DSL service to an CLEC End User Customer over the high frequency portion of the Loop. The Loop pre-qualification, ordering, provisioning, repair, maintenance and other support functions and services to support CLECs use of line splitting in connection with Loops shall be provided as set forth in the ICA.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**New Rochelle Telephone Corp  
fka Peconic Telco, Inc.**

Paul Riss  
Signature

Paul Riss  
Name Printed/Typed

President and CEO  
Title

1/26/05  
Date

**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

1/28/05  
Date

## **Attachment A: Batch Hot Cut Process**

The Batch Hot Cut (BHC) installation option permits CLEC to migrate existing defined analog services to a two or four (2/4) wire analog Unbundled Loop in those instances where existing facilities currently serving the end-user customer can be reused without requiring a field technician dispatch. Except as defined below, existing analog services provisioned over Integrated Digital Loop Carrier (IDLC) or originating out of a Remote Switching Unit (RSU) and terminating on an exchange (EX) cable are not eligible for the BHC because the dispatch of a field technician would be required. In addition, the coordination provisioning options for Unbundled Loops are not available when using the BHC process.

A. The BHC process is available to migrate to unbundled Loops from the following services whether they be in Qwest retail, Qwest resale, Qwest UNE-P, or Qwest Platform Plus™ (QPP™) formats: Residential POTS, Business POTS, Centrex 21, Centrex Plus/Centron, Analog DID, and public access lines.

1. The BHC process is also available to convert a line split Loop as defined in Section 9.21 of Qwest's SGAT using one of the aforementioned types of UNE-P or QPP™ lines to a Loop splitting arrangement. This option will be made available upon the development of systems upgrade to accommodate such a request. Qwest will use best reasonable commercial efforts to deploy this capability by December 31, 2004 coincident with IMA release 16.0.

2. A modified BHC process can be used to transition Loops currently provisioned over IDLC. In that circumstance, the IDLC batch must be made up exclusively of lines currently provisioned over IDLC, and identified and designated as such by CLEC using one of Qwest's Loop qualification tools. In those circumstances, the IDLC batch will consist of no more than 40 Loops per state per day. Qwest's scheduling tool will be enhanced in a future IMA release if and to the extent the enhancement is supported by the CLEC community. If approved, the enhancement will include the ability to reserve due dates for IDLC in cumulative batches of no more than 40 IDLC Loops per state per day. Qwest and CLEC agree to support as a high priority the enhancement for IDLC inclusion in the scheduling tool and will work this through the systems prioritizations procedures in the Qwest Wholesale Change Management Process. Qwest and CLEC will rank this enhancement change request within the top twenty-five percent (25%) of all change requests to be prioritized through the Qwest Wholesale Change Management Process when this change request is prioritized.

B. Except as set forth above for IDLC batches, the BHC must be for a minimum of twenty-five (25) Unbundled Loops per CLEC per Central Office and a maximum of one hundred (100) Unbundled Loops among all CLECs per Central Office, per day. There is also a fourteen (14) state region-wide maximum for all CLECs of two thousand five hundred (2,500) Loops per day for all of Qwest's Central Offices.

C. The BHC option is available during standard unbundled Loop business days, which are defined in the Provisioning and Installation Procedural PCAT. The Due Date for the BHC process is set by a standard seven (7) business day installation interval.

Qwest will complete provisioning of the Loops associated with a particular batch between 3:00 a.m. and 11:00 a.m. local time on the Due Date.

D. Before CLEC submits any orders for unbundled Loops using the BHC process, CLEC and Qwest agree to schedule a meeting in order to create a CLEC specific migration plan, if such plan is required. The migration plan shall include CO by CO prioritization, volumes by CO, overall timeframe of migration to be agreed upon between CLEC and Qwest. The jointly developed CLEC migration plan will be assigned a priority based upon its creation date, in the event multiple CLECs contend for batch hot cuts in similar geographies and exceed volume thresholds as defined in Section B above. Upon mutual agreement, the priority assigned to all or part of the jointly developed CLEC migration plan may change. In this event, Qwest will coordinate with all parties to create an overall migration plan that considers everyone's priorities and expectations.

1. If CLEC and Qwest are unable to reach a consensus on the migration plan, any affected party shall have the right to appeal the migration plan to the State Commission, and to seek expedited relief.
2. Once the migration plan is completed, the migration date for CLEC's requests included in the BHC is established by CLEC through the use of the appointment scheduling tool. All requests submitted in the appointment scheduling tool will be processed on a first come, first served basis until the Central Office maximum volume of one hundred (100) Unbundled Loop migrations per day is reached or the two thousand five hundred (2,500) region-wide per day maximum BHC volume is reached. However, if CLEC is found to have submitted orders that materially alter the agreed upon migration plan, and such order submission precludes another CLEC from submitting orders set forth in its migration plan, CLEC's requests can be limited within the scheduling tool in order to allow space for other CLEC orders.
  - a. Requests beyond the Central Office or the region-wide maximum volume will be scheduled for the next available Due Date.
  - b. If CLEC is unable to reach the minimum volume of twenty-five (25) Unbundled Loop migrations required for a BHC per Central Office, CLEC may reschedule its BHC request to a Due Date when the minimum volume can be met (subject to the migration plans of other CLECs). If CLEC is unable to meet the minimum volume requirement, CLEC may select an alternate Due Date utilizing any of the other six (6) installation options for each individual request.
3. CLEC shall request BHC installation by designating a "B" on its LSR in the CHC field.
4. The Provisioning interval for the BHC is seven (7) business days.
  - a. CLEC agrees to have dial tone present on its CFA by 12:00 a.m. (midnight) local time on the first business day following order submittal.
  - b. Qwest will complete pre-wire of the lines included in the batch (other than IDLC batches) on either the second or third business day of

the Provisioning interval unless Qwest finds no dial tone or if the dial tone is defective (e.g., reversal or wired to the wrong CLEC office equipment) on the pre-wire date. During this time frame if a jeopardy exists, Qwest will notify CLEC of the jeopardy via the BHC Status Tool. During this time frame if a jeopardy exists, CLEC will commit to correct the no dial tone condition and have dial tone available to Qwest by 3:00 a.m. local time on the order Due Date. If CFA changes are required, CLEC will submit a supplement to the LSR by 12:00 p.m. (noon) local time on the fourth business day of the standard interval. If CLEC dial tone is not available or is defective on the Due Date, Qwest will place CLEC's order in jeopardy status and require CLEC to supplement the LSR to establish a new Due Date using either a new batch or using a different installation option.

1. If the jeopardy causes the number of lines in the batch to drop below twenty (20) lines, Qwest reserves the right to reject the entire batch and to place all lines associated with the BHC order into jeopardy status.

2. All related lines to the order placed into jeopardy (e.g. related lines in a business or in a hunt group) shall also be placed into jeopardy status.

c. On both the pre-wire date (as noted above) as well as the lift and lay date (the Due Date), Qwest will test for CLEC dial tone and ANI the line to ensure that CLEC's dial tone is working properly. On the Due Date, if the correct telephone number is working on CLEC's facilities, Qwest will monitor the line and perform the lift and lay. The lift and lay removes CLEC's End User Customer line from the Qwest End Office Switch and migrates the End User Customer's line to CLEC's Switch. Once CLEC has received notification via the BHC status tool, that a line has been migrated, CLEC will have two (2) hours to request that the Unbundled Loop be restored back to its original state. The restoration shall begin immediately upon request by CLEC. No response from CLEC indicates acceptance of the order completion, and Qwest will proceed to disconnect the original service. If CLEC requests removal from the batch, CLEC must issue a new or supplemental LSR to reinitiate the provisioning process for the line(s) in question.

d. Qwest will provision the lines in the batch in the order that makes the most economic sense for Qwest. CLEC will not be able to dictate the order in which the lines will be provisioned, except that multiple lines for a single customer in a single location (including hunt groups) ordered on the same LSR will be provisioned together.

E. The Batch Status Tool will provide CLEC with the current status of its BHC requests for any given central office on an individual line-by-line basis. The Batch Status Tool will return a display that will list status changes on BHC orders occurring for that day. The display will provide the affected telephone numbers, order numbers, related order numbers, CFA, and PON number associated with the BHC requested. Subsequent changes to the status of any order will be noted in the Batch Status Tool.

The Batch Status Tool will provide, on the day of the cut, the start time and the completion time on a line-by-line basis. If CLEC is interested in capturing the exact moment the conversion work is completed, CLEC's current switch should have the capability to capture ("trap") the conversion and issue and request to have the subscription submitted for number porting.

1. Currently, Qwest's BHC Status Tool and amendments to Appointment Scheduler to account for the BHC process are scheduled for deployment on October 18, 2004. Such tools will not be available before that date. The BHC process will not be available as a provisioning option until these tools are deployed.
2. If there is a delay in deployment of these tools, CLEC will be notified using the existing Change Management processes.
3. Once deployed, CLEC must use the Batch Status Tool and Appointment Scheduler to utilize the BHC process.
4. The Batch Hot Cut process defined here will not be in effect until the Batch Status Tool and Appointment Scheduler are developed, tested, and deployed.
5. The IDLC modified batch process will be excluded from the batch scheduling tool until the time when systems modifications and enhancements, in a future IMA release, are in place. However, IDLC conversions will be handled on an exception basis using the manual methods until the time when these modifications and enhancements are in place.

**Triennial Review Order and USTA II Decision Amendment  
to the Interconnection Agreement between  
Qwest Corporation and  
New Rochelle Telephone Corp fka Peconic Telco, Inc.  
for the State of Idaho**

This is an Amendment ("Amendment") to incorporate the Triennial Review Order (TRO) and the USTA II Decision into the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and New Rochelle Telephone Corp fka Peconic Telco, Inc. ("CLEC"), a New York corporation.

**RECITALS**

WHEREAS, the Parties are entering into an Interconnection Agreement for services in the state of Idaho, which is being filed with the Idaho Public Utilities Commission ("Commission"); and

WHEREAS, the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, the United States Court of Appeals for the Washington D.C. Circuit, among other things, reversed and vacated portions of the TRO with respect to several UNEs in its decision, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (effective June 16, 2004) ("USTA II Decision"); and

WHEREAS, the FCC subsequently further issued Interim Rules in its Order and Notice of Proposed Rulemaking *In the Matter of Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (effective September 13, 2004) ("Interim Rules"); and

WHEREAS, the TRO, the USTA II Decision, and the Interim Rules, individually and together ("Decisions") materially modify Qwest's obligations under the Act with respect to, among other things, Qwest's requirement to offer certain UNEs; and

WHEREAS, the Parties wish to amend the Agreement to comply with the Decisions hereby agree to do so under the terms and conditions contained herein.

**AGREEMENT**

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

**I. Amendment Terms**

A. To the extent applicable, the Agreement is hereby amended by changing or adding terms, conditions and rates for certain UNEs as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

## **II. Limitations**

A. Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Decisions, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decisions should be changed, vacated, dismissed, stayed or modified.

B. This Amendment is based on applicable law as it exists as of September 13, 2004. In the event that Qwest's obligations to provide specific UNEs that the Interim Rules stated need not be made available to CLEC where the CLEC did not have access to those UNEs as of June 15, 2004 (including mass market switching; DS1, DS3, and dark fiber loops; and DS1, DS3, and dark fiber transport facilities) are altered by: 1) the issuance of permanent or other rules or orders by the FCC; 2) issuance of a court decision that affects the validity of the Decisions; and/or 3) issuance of a court order that affects the validity of any other FCC rules or orders; then the Parties agree to comply with said order or decision, including any transitional rates, terms, and conditions established by the FCC, which will be made automatically applicable to this Agreement immediately upon its effectiveness without further need for amendment to this Agreement.

## **III. Conflicts**

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, subject to Section I.B above; provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section III.

## **IV. Scope**

This Amendment shall amend, modify and revise the Agreement only to the extent the UNEs listed in Attachment 1 are included in the Agreement and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the execution date.

## **V. Effective Date**

This Amendment shall be deemed effective upon approval by the Commission except where the change of law provision in CLEC's Interconnection Agreement specifies a different effective date. The Parties agree to implement the provisions of this Amendment upon execution ("execution date").

## **VI. Further Amendments**

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

## **VII. Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as

amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**New Rochelle Telephone Corp  
fka Peconic Telco, Inc.**

Paul Riss  
Signature

Paul Riss  
Name Printed/Typed

President and CEO  
Title

1/26/05  
Date

**Qwest Corporation**

L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Interconnection Agreements  
Title

1/28/05  
Date

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## 1.0 Definitions

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from Qwest, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

"Dedicated Transport" is a Qwest provided digital transmission path between Qwest Wire Centers, Qwest End Office Switches, and Qwest Tandem Switches to which CLEC is granted exclusive use.

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under CLEC's Agreement and under this Amendment. Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.

## 2.0 Unbundled Network Elements (UNE) Generally

2.0.1 UNEs shall be obtained solely for the provision of Telecommunications Services only to the extent allowed by law, which does not include telecommunications utilized by CLEC for its own administrative use. UNEs shall not be used solely to provide wireless services also known as Commercial Mobile Radio Service (CMRS).

2.0.2 CLEC's Interconnection Agreement may include terms and conditions for certain Network Elements that Qwest is no longer required to offer on an unbundled basis pursuant to Section 251 of the Act. The FCC determined in its Triennial Review Order, effective October 2, 2003, that certain Network Elements do not satisfy the FCC's impairment test, and as a result, Qwest is no longer obligated to offer to CLEC those Network Elements on an unbundled basis pursuant to Section 251 of the Act. As of the execution date of this Amendment, CLEC shall not order, and Qwest will not provide, the following Network Elements on an unbundled basis pursuant to Section 251 of the Act:

- a) OCn Loops;
- b) Fiber to the Home, except as identified in Section 2.1.2 below;
- c) Hybrid Unbundled Loops except as required by Section 2.1.2.3 below;
- d) Non-copper distribution Subloop, unless required to access Qwest-owned inside wire at an MTE;
- e) Feeder Subloops;
- f) Line Sharing;
- g) E-UDIT (Extended Unbundled Dedicated Interoffice Transport), E-UDF (Extended Unbundled Dark Fiber), and Transport from a CLEC's Premises to a

Qwest Wire Center;

- h) OCn UDIT;
- i) UDIT and UDF as a part of a Meet-Point arrangement;
- j) Remote Node/Remote Port;
- k) SONET add/drop multiplexing and 3/1 and 1/0 multiplexing;
- l) Enterprise Unbundled Local Switching and related services, including UNE-P PRI, UNE-P DSS, Customized Routing, Shared Transport, Signaling, and Call-related Databases (see Section 2.5 below);
- m) Unbundled Local Tandem Switching at the DS1 or above capacity;
- n) Packet Switching; and

2.0.3 Upon the execution date of this Amendment, CLEC shall begin to submit orders to disconnect or to make other arrangements to convert any former Unbundled Network Elements listed in Section 2.0.2 above that Qwest is providing to CLEC under CLEC's Interconnection Agreement. Any elements listed in Section 2.0.2 above remaining in service on January 1, 2005 will be converted to an alternative arrangement such as resale or Qwest Tariffed service. The effective date of those conversions will be governed by the change of law provision in CLEC's Interconnection Agreement or January 1, 2005, whichever is earlier.

2.0.4 CLEC's Interconnection Agreement may include terms and conditions for certain Network Elements that had been established by the FCC under its Triennial Review Order as Section 251 Unbundled Network Elements. The Decision by the United States Court of Appeals for the Washington D.C. Circuit, effective June 16, 2004, vacated the FCC's rules with respect to unbundling obligations for several Network Elements, as listed below in this Section.

- a) Unbundled Loops at DS1 and DS3 capacities;
- b) Unbundled Dark Fiber Loops (UDF-Loops);
- c) Enhanced Extended Loops (EEL) at DS1 and above capacities;
- d) Unbundled Dedicated Interoffice Transport (UDIT) at DS1 and DS3 capacities;
- e) Unbundled Dark Fiber Interoffice Facilities (UDF-IOF);
- f) Unbundled Customer-Controlled Rearrangement Element (UCCRE); and
- g) Mass Market Unbundled Local Switching and related services, including UNE-P, Customized Routing, Shared Transport, Signaling, and Call-related Databases (see Section 2.5 below).

2.0.5 The FCC, in its Interim Rules effective September 13, 2004, required that Qwest continue to

make available the Network Elements listed in Section 2.0.4 to CLEC on an interim basis if their Agreement included the UNEs on June 15, 2004. Therefore, Qwest shall continue to provide these Network Elements under existing rates, terms, and conditions, as required until such time as there is a change of law or other event that modifies Qwest's obligations, as contemplated by Section II.B of this Amendment. In the event that there is a change of law or other event that terminates Qwest's obligations to provide these Network Elements as contemplated by Section II.B of this Amendment, then CLEC shall submit orders to disconnect or to make other arrangements to convert any former Unbundled Network Elements listed in Section 2.0.4 above that Qwest is providing to CLEC under CLEC's Interconnection Agreement within 90 days of the effective date of the order or in compliance with the order, whichever is earlier. The effective date of those conversions will be the effective date of the change of law or other date if ordered by the FCC.

## **2.1 Unbundled Loop**

2.1.1 CLEC's Interconnection Agreement terms and conditions shall govern those existing CLEC Unbundled Loop elements listed below until such time as they are converted or disconnected pursuant to Section 2.0.3 and 2.0.5 of this Amendment.

- a) Unbundled Loops at DS1 and DS3 capacities;
- b) OCn Unbundled Loops;
- c) Fiber to the Home Unbundled Loops (FTTH) except as identified in 2.1.2 below;
- d) Unbundled Dark Fiber Loops (UDF-Loops);
- e) Enhanced Extended Loop (EEL) at DS1 and above capacities; and
- f) Hybrid Unbundled Loops except as required by Section 2.1.2.3 below.

2.1.2 **Fiber to the Home (FTTH) Loops.** For purposes of this Section, a Fiber to the Home ("FTTH") loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).

2.1.2.1 FTTH New Builds. Qwest shall have no obligation to provide access to a FTTH loop as an Unbundled Network Element in any situation where Qwest deploys such a loop to an End User Customer's premises that had not previously been served by any loop facility prior to October 2, 2003.

2.1.2.2 FTTH Overbuilds. Qwest shall have no obligation to provide access to a FTTH loop as an Unbundled Network Element in any situation where Qwest deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where Qwest deploys a FTTH loop parallel to, or in replacement of, an existing copper loop facility:

2.1.2.2.1 Qwest shall: (i) leave the existing copper loop connected to the End User Customer's premises after deploying the FTTH loop to such premises, and (ii) upon

request provide access to such copper loop as an Unbundled Network Element. Notwithstanding the foregoing, Qwest shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above, in which case Qwest shall restore such copper loop to serviceable condition. Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals. Qwest's obligations under this subsection 2.1.2.2.1 shall terminate when Qwest retires such copper Loop in accordance with the provisions of Section 2.1.2.2.3 below.

2.1.2.2.2 In the event Qwest, in accordance with the provisions of Section 2.1.2.2.3 below, retires the existing copper loop connected to the End User Customer's premises, Qwest shall provide access, as an Unbundled Network Element over the FTTH loop, to a 64 kbps transmission path capable of voice grade service.

2.1.2.2.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH Loops. In the event Qwest decides to replace any copper loop or copper Subloop with a FTTH Loop, Qwest will: (i) provide notice of such planned replacement on its website ([www.qwest.com/disclosures](http://www.qwest.com/disclosures)) and (ii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Commission notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90<sup>th</sup>) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) a CLEC objection to a Qwest notice that it plans to replace any copper loop or copper subloop with a FTTH Loop shall be filed with the FCC and served upon Qwest no later than the ninth (9<sup>th</sup>) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.

2.1.2.3 Hybrid Loops – A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

2.1.2.3.1 Packet Switching Facilities, Features, Functions and Capabilities – Qwest is not required to provide unbundled access to the Packet Switched features, functions and capabilities of its Hybrid Loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an End User Customers' copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit Switch or multiple circuit Switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a Packet Switch or Packet Switches.

2.1.2.3.2 Broadband Services – When CLEC seeks access to a Hybrid Loop for the provision of broadband services, Qwest shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop on an unbundled basis to establish a complete transmission path between

Qwest's Central Office and an End User Customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

2.1.2.3.3 Narrowband Services – When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

- a) Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or
- b) Provide nondiscriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis.

## **2.2 Subloop Unbundling**

2.2.1 CLEC's Interconnection Agreement terms and conditions shall govern those existing CLEC unbundled feeder subloop and non-copper distribution subloop elements until such time as they are converted or disconnected pursuant to Section 2.0.3 of this Amendment.

2.2.2 An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access on an unbundled basis to a feeder subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE.

2.2.3 Qwest's obligation to construct a Single Point of Interface (SPOI) is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE. In addition, Qwest shall have an obligation to construct a SPOI only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI.

2.2.4 Access to Distribution Loops or Intra-building Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross-Connect Collocation, refers to creation of a cross connect field and does not constitute Collocation. The terms and conditions of Collocation do not apply to Cross-Connect Collocation if required at or near an MTE.

## **2.3 Line Sharing**

2.3.1 Qwest shall not be required to provide Line Sharing.

## **2.4 Unbundled Dedicated Interoffice Transport (UDIT)**

2.4.1 CLEC's Interconnection Agreement terms and conditions shall govern those existing CLEC Unbundled Dedicated Interoffice Transport (UDIT) elements listed below until such time as they are converted or disconnected pursuant to Section 2.0.3 and 2.0.5 of this Amendment.

- a) E-UDIT (Extended Unbundled Dedicated Interoffice Transport), Extended Unbundled Dark Fiber (E-UDF); and Transport between CLEC's premises and a Qwest wire center;
- b) OCn UDIT;
- c) UDIT and UDF as a part of a Meet-Point arrangement,
- d) Remote Node/Remote Port;
- e) SONET add/drop multiplexing and 3/1 and 1/0 multiplexing;
- f) Unbundled Dark Fiber Interoffice Facilities (UDF-IOF);
- g) Enhanced Extended Loop (EEL) Interoffice Facilities at DS1 and above capacities;
- h) Unbundled Customer-Controlled Rearrangement Element (UCCRE); and
- i) UDIT at DS1 and DS3 capacities.

## **2.5 Unbundled Local Switching**

2.5.1 CLEC's Interconnection Agreement terms and conditions shall govern those existing CLEC Unbundled Switching and related elements listed below until such time as they are converted or disconnected pursuant to Section 2.0.3 and 2.0.5 of this Amendment.

- a) Enterprise and Mass Market Unbundled Local Switching, and related services:
  - Customized Routing
  - Signaling
  - AIN Database Services
  - Line Information Database (LIDB)
  - 8XX Database Services
  - InterNetwork Calling Name (ICNAM)
  - Unbundled Network Element - Platform (UNE-P)
  - Local Number Portability (LNP) Database
  - Shared Transport
- b) Packet Switching
- c) Unbundled Local Tandem Switching

## **2.6 Commingling**

2.6.1 To the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services

purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Notwithstanding the foregoing, the following are not available for resale Commingling:

- a) Non-telecommunications services;
- b) Enhanced or Information services;
- c) Features or functions not offered for resale on a stand-alone basis or separate from basic Exchange Service; and
- d) Network Elements offered pursuant to Section 271.

2.6.2 CLEC may Commingle DS0 UNEs and combinations of DS0 UNEs with wholesale services and facilities (e.g., Switched and Special Access Services offered pursuant to Tariff) and request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the CFA (Connecting Facility Assignment) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Qwest's network with Access Services.

2.6.2.1 Work performed by Qwest to Commingle services at CLEC's request or to provide services that are not subject to standard provisioning intervals will not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in CLEC's Interconnection Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled service arrangement. Provisioning intervals applicable to services included in a requested Commingled service arrangement will not begin to run until CLEC provides a complete and accurate service request and necessary CFAs to Qwest, and Qwest completes work required to perform the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

2.6.3 Qwest will not combine or Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with Unbundled Network Elements or combinations of Unbundled Network Elements.

2.6.4 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

2.6.5 Entrance Facilities obtained pursuant to Tariff are available for Commingling. Entrance Facilities and mid-span meet SPOI obtained pursuant to the LIS Section of CLEC's Interconnection Agreement are not available for Commingling.

## **2.7 Ratcheting**

2.7.1 To the extent a Qwest Tariffed service is used to provide both UNEs and non-UNE services, Qwest shall not be required to bill for such Qwest Tariffed service at blended or multiple rates (otherwise known as Ratcheting). Instead, CLEC shall be assessed the Tariffed rate, or resale rate, or the rate from other Qwest wholesale service offerings, as appropriate, for the non-UNE service.

2.7.2 To the extent a multiplexed facility is included in a Commingled circuit, the multiplexed facility will be ordered and billed pursuant to the appropriate Tariff.

## **2.8 Routine Modifications**

2.8.1 Qwest will also perform routine modifications to existing loop and transport facilities used by CLEC to the same extent it performs such activities for its own retail End User Customers, including, but not limited to, rearrangement or splicing of cable (including rearrangement of existing pairs to include fiber hub counts and rearrangement of existing pairs to extend the line), adding a doubler or repeater, adding and/or rearranging an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer.