

NEW APPLICATION
LAW OFFICES

**FENNEMORE
CRAIG**

A PROFESSIONAL CORPORATION

DARCY RENFRO

Direct Phone: (602) 916-5345
Direct Fax: (602) 916-5545
drenfro@fclaw.com



0000030299

OFFICES IN:
PHOENIX, TUCSON AND NOGALES
3003 NORTH CENTRAL AVENUE
SUITE 2600
PHOENIX, ARIZONA 85012-2913
PHONE: (602) 916-5000
FAX: (602) 916-5999

**T-01051B-01-0467
T-03837A-01-0467**

June 8, 2001

BY HAND DELIVERY

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

RECEIVED
2001 JUN -8 P 3:32
AZ CORP COMMISSION
DOCUMENT CONTROL

Re: In the Matter of the Application of Qwest Corporation for Approval of an Unbundled Network Elements Combinations Amendment to the Local Wireline Network Interconnection and Service Resale Agreement with Adelphia Business Solutions Operations, Inc.

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of an Unbundled Network Elements Combinations Amendment to the Local Wireline Network Interconnection and Service Resale Agreement with Adelphia Business Solutions Operations, Inc. ("Adelphia").

The Amendment is made in order to add terms, conditions, and rates for Unbundled Network Elements Combinations (UNE Combinations) as set forth in Attachment 1 and Exhibit A to the Amendment. The Arizona Corporation Commission approved the underlying Agreement between Qwest and Adelphia on October 10, 2000 in Docket No.T-03837A-0584, Decision No. 62946. Enclosed is a service list for these dockets.

Please contact me at (602) 916-5345 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

FENNEMORE CRAIG

Docket Control

June 8, 2001

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Sincerely,

FENNEMORE CRAIG



Darcy Renfro

Enclosures

cc: John B. Glicksman, Esq., Adelpia Business Solutions Operations, Inc.
Deborah Scott, Director, ACC Utilities Division
Chris Kempley, Chief Counsel, ACC Legal Division

PHX/1192799.1/67817.179

FENNEMORE CRAIG

Docket Control
June 8, 2001
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SERVICE LIST FOR: Qwest Corporation
Docket No. T-03837A-0584

Mr. Timothy Berg
Fennemore Craig
3003 North Central Avenue, Suite 2600
Phoenix, AZ 85012

John B. Glicksman, Esq.
Vice-President and General Counsel
Adelphia Business Solutions Operations, Inc.
One North Main Street
Coudersport, PA 16915

Deborah Scott
Director, ACC Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Chris Kempley
Chief Counsel, ACC Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

PHX/1192799.1/67817.179

**Unbundled Network Elements Combinations (UNE Combinations),
Amendment
to the Interconnection Agreement between
Qwest Corporation and
Adelphia Business Solutions Operations, Inc.
for the State of Arizona**

This is an Amendment ("Amendment") for Unbundled Network Elements Combinations (UNE Combinations) to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Adelphia Business Solutions Operations, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Arizona which was approved by the Arizona Corporation Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further 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:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Unbundled Network Elements Combinations (UNE Combinations) as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

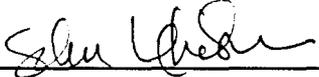
This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

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.

Adelphia Business Solutions Operations, Inc.



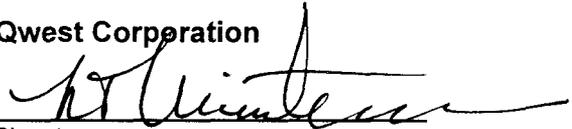
Signature

Name Printed/Typed
JOHN GLICKSMAN
V.P. GENERAL COUNSEL

Title

Date
4-17-01

Qwest Corporation



Signature

Name Printed/Typed
L. T. Christensen

Title
Director – Business Policy

Date
4/26/01

ATTACHMENT 1**Unbundled Network Elements Combinations (UNE Combinations)****1. General Terms**

1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of unbundled network elements including but not limited to the UNE-Platform (UNE-P), according to the following terms and conditions.

1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Amendment and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this Amendment are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws.

1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundled and/or provide in a UNE Combination, shall be incorporated into this Amendment pursuant to the existing Interconnection Agreement currently in effect between the Parties.

1.2.2 UNE Combinations will not be directly connected to a Qwest finished service, whether found in a tariff or otherwise, without going through a Collocation. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

1.3 When ordered in combination, UNEs that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such.

2. Description

UNE Combinations are available in several categories, including, but not limited to, the following: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) EEL (subject to the limitations set forth below) (iii) ISDN – either Basic Rate or Primary Rate, (iv) Digital Switched Service (DSS) and (v) PBX Trunks. If CLEC desires access to a different UNE Combination, CLEC may request access through the BFR Process set forth in the existing Interconnection Agreement currently in effect between the Parties.

3. Terms and Conditions

3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates,

terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all CLECs requesting access to that UNE Combination; and, where technically feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

3.2 "UNE-P-POTS": Retail and/or Resale 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, the Vertical Features.

3.3 "UNE-P-PBX": Retail and/or resale PBX Trunks are available to CLEC as a UNE Combination. There are two types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX includes the following combination of unbundled network elements: DS1 capable loop, DS-1 PRI ISDN Trunk Port, 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport.

3.3.1 Qwest will make UNE-P-PBX combinations available to CLEC upon request: DS1 Capable Loop, Basic and DID Trunks and Shared Transport. Qwest will provide CLEC with access to PBX Trunk combinations according to the standard intervals set forth in this Amendment.

3.4 "UNE-P-DSS": Retail and/or Resale Digital Switched Service (DSS) are available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: The standard offering is under development.

3.4.1 Qwest will make UNE-P-DSS combinations available to CLEC upon request. Qwest will provide CLEC with access to UNE-P-DSS combinations according to the standard intervals set forth in this Amendment.

3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines are available to CLEC as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport. The standard offering is under development. In addition, vertical features not already associated with the BRI Line Side Switch are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: DS1 Capable Loop, PRI Trunk Port and Shared Transport.

3.5.1 Qwest will make UNE-P-ISDN combinations available to CLEC upon request. Qwest will provide CLEC with access to UNE-P-ISDN combinations according to the standard intervals set forth in this Amendment.

3.6 Enhanced Extended Loop (EEL) -- EEL is a combination of loop and interoffice facilities and may also include multiplexing or concentration capabilities. EEL transport

and loop facilities may utilize DS0, DS1, DS3 or other existing bandwidths. Qwest has two EEL offerings: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

3.6.1 CLEC cannot utilize combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end-user customer.

3.6.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

3.6.2.1 CLEC must certify to Qwest that it is the exclusive provider of an end user customer's local exchange service and that the loop transport combination originates at a customer's Premises and that it must terminate at CLEC's Collocation arrangement in at least one Qwest central office. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services.

3.6.2.2 CLEC must certify that it provides local exchange and exchange access service to the end user customer's Premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's Premises and terminates at CLEC's Collocation arrangement in at least one Qwest central office; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services.

3.6.2.3 CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic (measured based on the incumbent's local exchange calling area); and the entire loop facility has at least thirty-three percent (33%) local voice traffic; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment.

This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the end user customer's local service, but the active channels on any loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

3.6.2.4 When CLEC certifies to Qwest through a certification letter that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option it seeks to qualify the circuit.

3.6.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one of the three options. CLEC must provide a service order converting the EEL to a Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

3.6.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

(a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.

(b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's unbundled loop-transport combination is configured to provide local exchange service in accordance with its certification.

(c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.

(d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

(e) Qwest may not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than once in any

calendar year.

(f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

(g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an interconnection agreement between CLEC and Qwest.

(h) Qwest shall not use any other audit rights it may have pursuant to an interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements set forth in this Amendment.

(i) Qwest shall not require an audit as a prerequisite to provisioning EELs.

3.6.3 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest central office.

3.6.4 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is technically feasible and meet the terms of this Amendment. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in this Amendment.

3.6.4.1 CLEC must utilize EEL-C to provide a significant amount of local exchange service in accordance with the three options listed in this Amendment.

3.6.4.2 No private line or other unbundled loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting.

3.6.4.3 EEL-C will only be provided where existing facilities are available.

3.6.5 EEL-C is currently ordered using an LSR process.

3.6.6 EEL-P – EEL-P is a combination of loop and interoffice facilities used for the purpose of connecting an end-user customer to a CLEC switch. EEL-P is a

new installation or conversion of circuits for the purpose of CLEC providing services to end user customers.

3.6.6.1 Terms and Conditions

3.6.6.2 CLEC must utilize EEL-P to provide a significant amount of local exchange service to each end user customer served in accordance with the three options listed in this Amendment.

3.6.6.3 One end of the interoffice facility must terminate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the loop.

3.6.6.4 EEL combinations may consist of loops and interoffice transport of the same bandwidth. When multiplexing is requested, EEL may consist of loops and interoffice transport of different bandwidths. CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.

3.6.6.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

3.6.6.6 Installation intervals will be equivalent to the respective Private Line Transport Service on the following web-site address: <http://www.uswest.com/carrier/guides/sig/index.html>.

3.6.6.7 Concentration capability installation intervals will be offered at an ICB.

3.6.6.8 Reserved for Future Use

3.6.7 Ordering

3.6.7.1 CLEC will submit EEL-P orders using the ASR process.

3.6.7.2 Qwest will install the appropriate Channel Card based on the DS0 EEL Link ASR order and apply the charges.

3.6.7.3 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

3.6.7.4 One service order is required when CLEC orders a single bandwidth EEL-P from CLEC's Collocation to the end user customer location. EEL Transport and EEL Links must be ordered on separate orders when multiplexing or concentration is included as part of the EEL.

3.6.8 Rate Elements

3.6.8.1 EEL Link. The EEL Link is the loop connection between the end user customer Premises and the serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

3.6.8.2 EEL Transport. EEL Transport consists of the interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

3.6.8.3 EEL Multiplexing. EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL Multiplexing is ordered with EEL Transport. Recurring and non-recurring charges apply.

3.6.8.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

3.6.8.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

3.6.9 UNE-P-Centrex – UNE-P- Centrex is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport, Centrex Common Block and, if desired, the Centrex Features supported by the switch.

3.6.9.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS.

3.6.10 Qwest will provide access to Customer Management System ("CMS").

3.6.11 CLEC may request access to and, where appropriate, development of, additional UNE Combinations pursuant to the Bona Fide Request Process in CLEC's Agreement. In its BFR request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name.

3.6.12 The following terms and conditions are available for all types of UNE-P:

3.6.12.1 UNE-P will include the capability to access long distance service (interLATA and intraLATA) of CLEC's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access

CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

3.6.12.2 If Qwest provides and CLEC accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in accordance with terms and conditions set forth in the Interconnection Agreement currently in effect between the Parties.

3.6.12.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality.

3.6.12.4 Qwest shall provide to CLEC, for CLEC's end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Qwest shall not be responsible for any failure of CLEC to provide accurate end-user customer information for listings in any databases in which Qwest is required to retain and/or maintain end-user customer information. Qwest shall provide CLEC's end user customer information to the ALI/DMS ("Automatic Location Identification/Database Management System"). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its end user customers, CLEC's end user customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

3.6.12.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end user customers for interLATA and intraLATA services. CLEC shall follow all applicable laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

3.6.12.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

3.6.13 If a retail contract or tariff agreement exists between Qwest and the end user customer or reseller utilizing the combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal

document, will apply and must be paid in full by the responsible Party before the combination of elements is available for conversion into a UNE Combination.

3.6.14 If CLEC requests that an existing resale end-user customer be converted into a UNE Combination, the resale rate will continue to apply until the date Qwest completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals.

3.6.15 CLEC shall provide Qwest with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to this Amendment. The forecast shall be updated every six months for the first year of the contract and each November CLEC shall provide a forecast for the following calendar year. Each forecast shall provide: (a) proposed volumes by month for each type of UNE Combination (by city and/or state); (b) CLEC's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CLEC's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section in the Interconnection Agreement currently in effect between the Parties.

3.6.16 When end user customers switch from Qwest to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such end user customers shall be permitted to retain their current telephone numbers if they so desire.

3.6.17 In the event Qwest terminates the provisioning of any UNE Combination service to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end user customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end user customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

3.6.18 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's end user customers contacting Qwest will be instructed to contact CLEC; however, unless specifically provided otherwise, nothing in this Amendment shall be deemed to prohibit Qwest from discussing its products and services with CLEC's end user customers who call Qwest.

3.6.19 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a combination of elements, CLEC will not request UNE-P where the following conditions exist: The end-user customer to be served with the UNE Combination is an end-user customer with four access lines or more and the lines are located in density zone 1 in specified MSAs.

3.6.19.1 Access lines will be measured at the DS0 equivalent level.

4. Rates and Charges

4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in this Amendment and Exhibit A for both recurring and non-recurring application.

4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in this Amendment and Exhibit A.

4.1.2 Nonrecurring charges will apply based upon the cost to Qwest of provisioning the UNE Combination and providing access to the UNE Combination. These non-recurring charges are described in Exhibit A.

4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

4.3 CLEC shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by Qwest end user customers.

4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC end user customer changes of interLATA or intraLATA carriers. Any change in CLEC's end user customers' interLATA or intraLATA carrier must be requested by CLEC on behalf of its end user customer.

4.5 If an end-user customer is served by CLEC through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that end-user customer's phone after conversion to a UNE Combination is complete.

4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

5. Ordering Process

5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in the Interconnection Agreement currently in effect between the Parties and in the UNE-P and UNE Combination Resource Guide.

5.2 Prior to placing an order on behalf of each end user customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Interconnection Agreement currently in effect between the Parties.

5.3 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination Resource Guide which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, CLEC and Qwest will use the standard provisioning interval for the equivalent retail service. Standard intervals do not apply when certain circumstances exist as specifically set forth in other aspects of this Amendment. CLEC and Qwest can separately agree to due dates other than the standard interval.

5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. 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. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day. This interval may be impacted by order volumes and load control considerations.

5.5 CLEC shall provide Qwest with complete and accurate end user customer listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-user customers served by UNE Combinations.

5.6 When Qwest's end user customer or the end user customer's new service provider orders the discontinuance of the end user customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's end user customer, a new service provider, or CLEC request service be discontinued to the end user customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user customer moves to another service provider. Qwest will not provide CLEC with the name of the other service provider selected by the end user customer.

5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

6. Billing

6.1 Qwest shall provide CLEC, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user customer sub-account information consistent with the samples available for CLEC review.

7. Maintenance and Repair

7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. 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 written consent of Qwest.

EXHIBIT A - ARIZONA

| 9.23 | UNE Platform | | Recurring | Non Recurring |
|----------|--|------------------------|-----------------------|-----------------------|
| 9.23.1 | UNE -P Conversion | | | |
| 9.23.1.1 | UNE-P POTS, CENTREX, PBX Mechanized | | | |
| | First | | | \$7.57 ¹ |
| | Each Additional | | | \$1.42 ¹ |
| 9.23.1.2 | UNE-P POTS, CENTREX, PBX Manual | | | |
| | First | | | \$16.74 ¹ |
| | Each Additional | | | \$2.79 ¹ |
| 9.23.1.3 | UNE-P PBX DID | | | |
| | First | | | \$20.90 ¹ |
| | Each Additional | | | \$3.16 ¹ |
| 9.23.1.4 | UNE-P ISDN BRI | | | |
| | First | | | \$15.30 ¹ |
| | Each Additional | | | \$3.16 ¹ |
| 9.23.1.5 | UNE-P ISDN PRI, DSS per DS1 Facility | | | \$51.70 ¹ |
| 9.23.1.6 | UNE-P ISDN PRI, DSS Trunk | | | |
| | First | | | \$19.03 ¹ |
| | Each Additional | | | \$3.16 ¹ |
| 9.23.2 | UNE-P New Connection | | | |
| 9.23.2.1 | UNE-P POTS Mechanized | | | |
| | First | | | \$68.72 ¹ |
| | Each Additional | | | \$17.67 ¹ |
| 9.23.2.2 | UNE-P POTS Manual | | | |
| | First | | | \$84.78 ¹ |
| | Each Additional | | | \$19.04 ¹ |
| 9.23.2.3 | UNE-P PRI Dedicated PRI 23 + D | | | \$680.72 ¹ |
| 9.23.2.4 | UNE-P PRI Dedicated PRI 24 | | | \$652.98 ¹ |
| 9.23.2.5 | UNE-P PRI Dedicated PRI 23B+ Back-Up D Config - 5E | | | \$657.27 ¹ |
| 9.23.3 | UNE-Combination Private Line DS0/DS1/DS3/OCN/ Integrated T-1 Existing Service | | | \$41.43 ¹ |
| 9.23.4 | Enhanced Extended Loop (EEL) | | | |
| 9.23.4.1 | EEL Link | | | |
| | DS0 2-Wire | | | \$305.93 ¹ |
| | Zone 1 | \$18.96 | | |
| | Zone 2 | \$34.94 | | |
| | Zone 3 | \$56.53 | | |
| | DS0 4-Wire | | | \$305.93 ¹ |
| | Zone 1 | \$19.88 | | |
| | Zone 2 | \$35.86 | | |
| | Zone 3 | \$57.45 | | |
| | Each Additional | | | \$213.97 ¹ |
| | DS1 | \$106.87 ¹ | | \$355.72 ¹ |
| | Each Additional | | | \$246.52 ¹ |
| | DS3 | \$1152.00 ¹ | | \$380.43 ¹ |
| | Each Additional | | | \$271.22 ¹ |
| 9.23.4.2 | EEL C | | | \$41.43 ¹ |
| | | Recurring Fixed | Recurring Per Mile | Nonrecurring |

| | | | |
|--------------------------------------|----------|----------------------|-----------------------|
| 9.23.4.3 EEL Transport | | | |
| DS0 EEL Transport | | | |
| DS0 Over 0 to 8 Miles | \$5.05 | \$0.00 | |
| DS0 Over 8 to 25 Miles | \$5.05 | \$0.00 | |
| DS0 Over 25 to 50 Miles | \$5.05 | \$0.00 | |
| DS0 Over 50 Miles | \$5.05 | \$0.00 | |
| DS1 EEL Transport | | | |
| DS1 Over 0 to 8 Miles | \$35.98 | \$0.65 | |
| DS1 Over 8 to 25 Miles | \$35.99 | \$0.94 | |
| DS1 Over 25 to 50 Miles | \$36.00 | \$1.75 | |
| DS1 Over 50 Miles | \$36.00 | \$1.59 | |
| DS3 EEL Transport | | | |
| DS3 Over 0 to 8 Miles | \$243.17 | \$13.32 | |
| DS3 Over 8 to 25 Miles | \$246.15 | \$15.90 | |
| DS3 Over 25 to 50 Miles | \$250.66 | \$22.91 | |
| DS3 Over 50 Miles | \$249.26 | \$22.49 | |
| | | Recurring | Nonrecurring |
| 9.23.4.4 Multiplexing | | | |
| DS3 to DS1 | | \$196.85 | \$164.00 |
| DS1 to DS0 | | \$200.08 | \$230.93 ¹ |
| 9.23.4.5 DS0 Channel Performance | | | |
| DS0 Low Side Channelization | | \$14.99 ¹ | |
| DS1/DS0 MUX, Low Side Channelization | | \$8.55 ¹ | |
| 9.23.4.6 Concentration Capability | | ICB ³ | ICB ³ |

NOTES:

*Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Order Number 60635 in Cost Docket (Consolidated Arbitration) Number U-3021-96-448, effective January 30, 1998.

[1] Rates not addressed in Arizona Cost Docket (Consolidated Arbitration). (TELRIC based where required.)

[3] ICB, Individual Case Basis pricing.