

NEW APPLICATION



0000040431

ORIGINAL

LAW OFFICES
FENNEMORE CRAIG
A PROFESSIONAL CORPORATION

DARCY RENFRO

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

T-01051B-01-0811
T-03406A-01-0811

OFFICES IN:
PHOENIX, TUCSON AND NOGALES

3003 NORTH CENTRAL AVENUE
SUITE 2800
PHOENIX, ARIZONA 85012-2913
PHONE: (602) 916-5000
FAX: (602) 916-5999

October 15, 2001

BY HAND DELIVERY

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

ARIZONA
CORP COMMISSION
DOCKET CONTROL

OCT 15 P 1:48

RECEIVED

Re: In the Matter of the Application of Qwest Corporation for Approval of the Unbundled Network Element Platform Amendment to the Wireline Interconnection Agreement with Eschelon Telecom of Arizona, Inc. (f/k/a Advanced Telecommunications, Inc.)

Dear Madam or Sir:

Please find enclosed an original and ten (10) copies of the Unbundled Network Element Platform ("UNE-P") Amendment to the Wireline Interconnection Agreement ("Agreement") by and between Qwest Corporation ("Qwest") and Eschelon Telecom of Arizona, Inc. ("Eschelon")

This Amendment is to amend the monthly recurring charges provided in connection with the UNE-P and the features available on a flat-rated basis with UNE-P. The Arizona Corporation Commission approved the underlying Agreement between Qwest and Eschelon on April 28, 2000, in Docket Nos. T-01051B-00-0109 and T-03406A-00-0109, Decision No. 62489. 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.

Sincerely,

FENNEMORE CRAIG
Darcy Renfro
Darcy Renfro

Enclosures

cc: Dennis Ahlers, Senior Attorney for Eschelon
Steve Olea, Acting Director, ACC Utilities Division
Chris Kempley, Chief Counsel, ACC Legal Division

PHX/1226714.1/67817.179

**Amendment No. _____ to the Interconnection Agreement
Between Eschelon Telecom, Inc.
and Qwest Corporation
in the State of ARIZONA**

This Amendment No. ("Amendment") is made and entered into by and between Eschelon Telecom, Inc. ("Eschelon") and Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest"). Eschelon and Qwest may be referenced through this Amendment as the "Parties."

Recitals

WHEREAS, Eschelon and Qwest entered into that certain Interconnection Agreement for service in the state of ARIZONA, which was approved by Commission on 4-28-00 (the "Agreement"); and

WHEREAS, Eschelon and Qwest wish to amend the Agreement under the terms and conditions contained herein.

NOW THEREFORE, the Parties agree to the following:

Amendment

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:

1. Amendment Purpose.

This Amendment is for the purpose of amending the monthly recurring charges provided in connection with the Unbundled Network Element Platform ("UNE-P") and the features available on a flat-rated basis with UNE-P.

2. Amendment Terms

The Agreement is amended by adding the following paragraphs:

2.1 The rates and features attached to Attachment 3.2 to the Interconnection Agreement Amendment Terms between Qwest and Eschelon, dated November 15, 2000, are deleted and replaced with rates and features attached hereto.

2.2 Basis for Charges. Eschelon has provided to Qwest forecasts of Eschelon's feature usage. That feature usage reflects Eschelon's anticipated demand for its specific product offerings, such as Eschelon Advantage, and the nature of Eschelon's customer base, which includes small to medium business customers in several of Qwest's markets. The features included in the flat-rated UNE-P Business recurring rates reflect Eschelon's current and projected feature

usage. If actual usage changes materially, the Parties agree to negotiate in good faith any changes in the rate necessary to account for such change. As part of this Amendment and based on Eschelon's customer profile and anticipated feature usage, Eschelon may purchase Advanced Intelligent Network ("AIN") features to be placed on UNE-P at retail rates not to exceed commission approved rates, including recurring and non-recurring charges, if any.

3. Effective Date

This Amendment shall be deemed effective upon approval by the Arizona Corporation Commission; however, the Parties agree to implement the provisions of this Amendment effective on July 1, 2001.

4. Further Amendments

Except as provided in this Amendment, the provisions of the Agreement (as previously amended) shall remain in full force and effect. Except as provided in the Agreement, this Amendment may be further amended or altered only by a 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.

Eschelon Telecom, Inc.

[Signature]
Signature

Richard A Smith
Name Printed/Typed

President and COO
Title

July 31, 2001
Date

Qwest Corporation

[Signature]
Signature

Audrey McKenney
Name Printed/Typed

SUP - Wholesale MKTs
Title

July 31, 2001
Date

AMENDED ATTACHMENT 3.2

PRICES FOR OFFERING

STATE	PLATFORM RECURRING	ADDITIONAL CHARGE FOR EACH 50 MINUTE INCREMENT > 525 ORIGNATING LOCAL MOU/MONTH PER LINE
AZ	31.15	0.280
CO	34.35	0.295
ID	33.50	0.295
MN	27.35	0.205
ND	28.65	0.260
NE	36.30	0.300
NM	27.50	0.140
OR	27.25	0.170
UT	22.95	0.270
WA	24.35	0.195

Exhibit A sets forth features that are included in the flat-rated UNE-P Business Recurring Rate, in all forms of those features (except as part of an enhanced service).

EXHIBIT A

- Features Available On Various Service Platforms And Included In The Flat Rated UNE-P Business Recurring Charge (except as noted below)

	1FB POTS	1FB POTS w/CCMS	CTx21	Centrex	Centrex *
Call Hold (Hard)		X	X	X	X
Consultation Hold (Soft)		X	X	X	X
Call Transfer	X	X	X	X	X
3-way Calling	X	X	X	X	X
Call Pickup (Group and Station)		X	X	X	X
Call Waiting/Cancel Call Waiting	X	X	X	X	X
Distinctive Ring	X	X	X	X	X
Speed Call Long - Customer Change	X	X	X	X	X
Station Dial Conferencing (6-way)		X	X	X	X
Call Fwd Busy Line	X	X	X	X	X
Call Fwd Busy Line Expanded	X	X	X	X	X
Call Fwd Busy Line / Don't Answer	X	X	X	X	X
Call Fwd Don't Answer	X	X	X	X	X
Call Fwd Busy (External) Don't Answer	X	X	X	X	X
Call Fwd Busy (Overflow) Don't Answer	X	X	X	X	X
Call Fwd Busy External	X	X	X	X	X
Call Fwd Variable	X	X	X	X	X
Call Park			X	X	X*
MWI AV	X	X	X	X	X
Centrex Management System (CMS)				X	X
Station Message Detail Recording (SMDR)				X	X
Hunting	X	X	X	X	X
Individual Line Billing	X	X	X	X	X
Intercept	X	X	X	X	X
Intrasytem Calling				X	X
Intercom				X	X
Night Service				X	X
Outgoing Trunk Queuing				X	X
Line Restrictions**				X	X
Touch Tone	X	X	X	X	X
AIDD	X	X	X	X	X
Dial 0				X	X
DID				X	X
DOD				X	X
Automatic Call Back Ring Again				X	X
Executive Busy Override				X	X*
Last Number Redial				X	X*
Make Set Busy				X	X
Network Speed Call				X	X*
Collect & 3rd Party Block	X	X	X	X	X
Custom Ringing	X	X	X	X	X
3-Way Call Blocking	X				
Business Complete a Call	X	X	X	X	X
Complete A Call Block	X	X	X	X	X
CLASS					
Anonymous Call Rejection	X	X	X	X	X
Call # Delivery Blocking (CID Blocking)	X	X	X	X	X
Call Trace Blocking	X	X	X	X	X
CID # only	X	X	X	X	X
CID Name & Number	X	X	X	X	X
CID on CW	X	X	X	X	X
Continuous Redial	X	X	X	X	X
Continuous Redial Blocking	X	X	X	X	X
Last Call Return	X	X	X	X	X
Last Call Return Blocking	X	X	X	X	X
Phantom Calling	X	X	X	X	X
Selective Call Forwarding	X	X	X	X	X
Selective Call Rejection	X	X	X	X	X
Listings					
Primary Listing	X	X	X	X	X
Additional Listing (CLT)	X	X	X	X	X
Foreign Directory Listing (FAL)	X	X	X	X	X
If No Answer Listing (FNA)	X	X	X	X	X
Joint User Listing (JUL)	X	X	X	X	X
Non Listing No Change (NLE)	X	X	X	X	X
Non Listing (NLT)	X	X	X	X	X
Non Published No Change (NP3)	X	X	X	X	X
Non Published (NPL)	X	X	X	X	X
Extra Line Listing (XLL)	X	X	X	X	X
Charge Listing, Business Client (LBS)	X	X	X	X	X

The Following Are Available At Retail Rates Not to Exceed Commission Approved Rates

AIN @ Retail

Remote Access Forwarding (AFD)	X	X	X	X	X
Scheduled Forwarding (ATF)	X	X	X	X	X
Dial Lock (OCA)	X	X	X	X	X
Do Not Disturb (DNT)	X	X	X	X	X

*New features that require special assembly will be assessed a one-time, cost-based special assembly charge not to exceed commission approved rates.

**Existing quantities are grandfathered. New quantities will be billed at appropriate rates.

QWEST CORPORATION
ESCHELON TELECOM OF ARIZONA, INC
(F/K/A advanced Telecommunications, Inc.)

Service List

Ms. Darcy Renfro
FENNEMORE CRAIG
3003 N. Central Avenue, Suite 2600
Phoenix, Arizona 85012

Mr. Dennis Ahlers
Senior Attorney
Eschelon Telecom, Inc.
730 Second Avenue South, Suite 1200
Minneapolis, Minnesota 55402

Mr. Timothy Berg
FENNEMORE CRAIG
3003 N. Central Avenue, Suite 2600
Phoenix, Arizona 85012

Mr. Christopher C. Kempley
Chief Counsel
Legal Division
ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, Arizona 85007

Mr. Steve Olea
Acting Director
Utilities Division
ARIZONA CORPORATION COMMISSION
1200 West Washington
Phoenix, Arizona 85007

DECISIONS IN THIS CASE: 64296 12/28/2001

Application for approval of the Unbundled Network Element Platform (UNE-P) amendment to the wireline interconnection agreement with Qwest Corporation and Eschelon Telecom of Arizona, Inc.

12/28/2001 21GA

A.C.C. (64296)

Decision - Grants Agreement

Please see THIS docket for all filings! There are 2 companies involved in this case.

11/28/2001 41U

Ernest G. Johnson - Director, Utilities Division - A.C.C.

Memorandum & Proposed Order by the Utilities Division

10/15/2001 01A

Darcy Renfro - Atty., Qwest

Application - Agreement

PRINTED : 01/17/2002 12:27 PM