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AZ CORP COMMISSION
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October 12, 2009

Via Overnight Delivery
Arizona Corporation Commission
Docket Control – Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

Arizona Corporation Commission

DOCKETED

OCT 13 2009

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RE: In the Matter of the Petition of Eschelon Telecom of Arizona, Inc. for Arbitration With Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996; Docket Nos. T-03406A-06-0572 & T-01051B-06-0572; ***Motion to Approve Interconnection Agreement, on Expedited Basis, and Compliance Filing Substitute Pages***

Dear Sir or Madam:

Enclosed are an original and 15 copies of Eschelon Telecom of Arizona, Inc.'s, Motion and Memorandum in Support of its Request for Approval of Interconnection Agreement ("ICA"), on Expedited Basis.

Enclosed are an original and 15 copies of the fully executed signature page for of the interconnection agreement. Also enclosed, as referenced in the enclosed Motion, are originals and 15 copies of substitute pages (Section 9.23.4.7 to the end of Section 9, ICA pages 228-239¹; Section 24.3.2, ICA page 357; and footnote 11, page 15 of 15 of Exhibit A) to replace the associated pages in the compliance filing of the Qwest-Eschelon interconnection agreement ("ICA") that was previously filed with the Commission on June 16, 2008 to comply with ACC Decision No. 70356 (5/16/08). (See 9/4/08 Transcript in this matter, p. 27, line 18 – p. 28, line 14.) The only change to the substitute pages that were filed on October 6, 2009 is that the term "Phase II" was changed to "Phase III" in footnote 11 on page 15 of Exhibit A. (See Decision No. 70356, p. 15, lines 19-22.)

¹ Although only Section 9.23.4.7 and subparts of Section 9 changed, substituting that language resulted in the *page numbers* from Section 9.23.4.7 to the end of Section 9 also changing. Therefore, the substitute pages include the substantive changes to Section 9.23.4.7, along with the remaining pages of Section 9 (for which only the page numbers changed). Section 10 continues to start on page 240 (before and after substituting the enclosed pages), so there was no change to that page numbering, and no need to substitute those pages.

Arizona Corporation Commission
Docket Control – Utilities Division
October 12, 2009
Page 2

I have enclosed an additional copy of this letter and request that you date stamp its receipt and return it to me in the enclosed self-addressed, stamped envelope.

We appreciate your assistance.

Sincerely,



Joyce Pedersen
Legal & Regulatory Administrator
763-745-8465 (Direct)
JPedersen@integratelecom.com

Enclosures

cc w/enclosures by U.S. mail and Email & full electronic copies of body of ICA and Exhibit A by Email to:

Jane Rodda, ALJ, ACC
Maureen Scott, ACC
Steve Olea, ACC
John M. Devaney, Qwest
Norman G. Curtright, Qwest
Jason D. Topp, Qwest
Gregory R. Merz, Gray Plant
Michael Patten, Roshka, DeWulf & Patten

cc w/enclosures by Email & full electronic copies by Email to:

Shannon Kanlan, ACC
Brian Bozzo, ACC
Carmel Hood, ACC
Steve Dea, Qwest

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2
3
4 KRISTIN K. MAYES
5 Chairman

6 GARY PIERCE
7 Commissioner

8 PAUL NEWMAN
9 Commissioner

10 SANDRA D. KENNEDY
11 Commissioner

12 BOB STUMP
13 Commissioner

14
15
16 In the Matter of the Petition of)
17 Eschelon Telecom of Arizona, Inc. for)
18 Arbitration with Qwest Corporation,)
19 Pursuant to 47 U.S.C. Section 252 of the)
20 Federal Telecommunications Act of 1996)

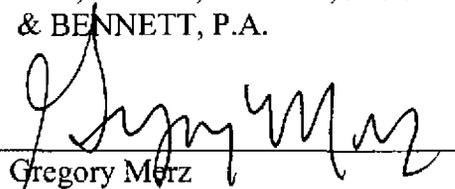
Docket Nos. T-03406A-06-0572
T-01051B-06-0572

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23 **ESCHELON TELECOM OF ARIZONA, INC.'s MOTION FOR APPROVAL OF**
24 **INTERCONNECTION AGREEMENT, ON EXPEDITED BASIS**

25
26 Eschelon Telecom of Arizona, Inc. ("Eschelon"), respectfully submits this
27 Motion, and the accompanying memorandum in support of its Motion, pursuant to
28 A.A.C. R14-2-1506, in support of its request for approval of an arbitrated interconnection
29 agreement between Eschelon and Qwest Corporation ("Qwest").

30 Dated: October 12, 2009.

GRAY, PLANT, MOOTY, MOOTY
& BENNETT, P.A.

31
32
33
34 By 

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42
43 Attorneys for Eschelon Telecom of
44 Arizona, Inc.

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

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18 In the Matter of the Petition of)

19 Eschelon Telecom of Arizona, Inc. for)

20 Arbitration with Qwest Corporation,)

21 Pursuant to 47 U.S.C. Section 252 of the)

22 Federal Telecommunications Act of 1996)

Docket Nos. T-03406A-06-0572

T-01051B-06-0572

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26 **ESCHELON TELECOM OF ARIZONA, INC.'s MEMORANDUM**
27 **IN SUPPORT OF ITS MOTION FOR APPROVAL OF INTERCONNECTION**
28 **AGREEMENT, ON EXPEDITED BASIS**

29
30 **INTRODUCTION**

31 Eschelon Telecom of Arizona, Inc. ("Eschelon"), respectfully submits this
32 memorandum pursuant to A.A.C. R14-2-1506, in support of its request for approval of an
33 interconnection agreement ("ICA") between Eschelon and Qwest Corporation ("Qwest").
34 The ICA was negotiated in part and arbitrated in part. Eschelon also requests expedited
35 approval of the ICA, primarily due to Qwest's refusal to process a currently *pending*
36 Arizona order without approval or an unnecessary amendment to the old ICA, as
37 described below. Eschelon is eager for implementation of a more comprehensive ICA,
38 particularly as the approximately 700-page ICA (including exhibits) has been filed for

1 more than a year (except for three pages) due to a single open issue that was recently
2 resolved. The earlier that the new ICA is approved or allowed to go into effect, the fewer
3 of these types of disputes regarding delay in, or refusal to, process orders should arise, as
4 the new ICA offers the substantial benefit of addressing more issues with more
5 specificity.

6 REQUEST FOR APPROVAL OF ICA

7 **A. Complete copy of the ICA**

8 The complete copy of the ICA filed for Commission approval as compliant with
9 the Commission's Decision No. 70356 is comprised of the approximately 700 pages
10 posted on the Commission's website in this docket,¹ as modified by the replacement
11 pages (pages 228-239² and 357 of the body of the ICA, and page 15 of 15 of Exhibit A)
12 and executed signature page filed today. The Qwest-Eschelon negotiated and arbitrated
13 ICA was filed with the Commission on June 16, 2008 to comply with ACC Decision No.
14 70356 (dated May 16, 2008). Qwest disputed a section (9.23.4.7 and subparts), a
15 paragraph (9.23.4), and a footnote (footnote 11, Exhibit A) of the approximately 700-
16 page ICA as filed by Eschelon. The parties ultimately negotiated a resolution of the
17 remaining disputed issues that Qwest had raised,³ and Eschelon filed substitute,

¹ The complete ICA (except for the enclosed substitute pages), with exhibits, is posted in eDockets at <https://edocket.azcc.gov/> as Image #0000085261 (6/16/08), Docket Nos. T-03406A-06-0572 & T-01051B-06-0572.

² Although only Section 9.23.4.7 and subparts of Section 9 changed (approx. two pages), substituting that language resulted in the *page numbers* from Section 9.23.4.7 to the end of Section 9 also changing. Therefore, the substitute pages include the substantive changes to Section 9.23.4.7, along with the remaining pages of Section 9 (for which only the page numbers changed). Section 10 of the ICA continues to start on page 240 (before and after substituting the enclosed pages), so there was no change to that page numbering, and no need to substitute those pages.

³ Before the December 23, 2008 ALJ Report in this matter, the parties resolved Section 9.23.4 (12/23/08 ALJ report, p. 3, line 19 – p. 4, line 1) and the footnote in Exhibit A (12/23/08 ALJ Report, p. 3, lines 18-19). After December 23, 2008, only Section 9.23.4.7 remained open. Additional testimony was taken and an additional hearing held regarding Section 9.23.4.7, after which the parties very recently agreed upon language for the compliance filing (as reflected in the substitute pages, p. 228 – top of p. 230).

1 replacement pages reflecting the agreed upon language relating to the remaining issues on
2 October 6, 2009, as permitted by the administrative law judge (“ALJ”).⁴ Another copy of
3 all the substitute pages is filed with this Motion,⁵ as well as the fully executed signature
4 page for the ICA.

5 Eschelon has also provided an updated *electronic* copy of the entire body of the
6 ICA (with the enclosed pages already inserted) and the full Exhibit A (with the enclosed
7 page already inserted) to the ALJ, the parties, and Commission staff. There were no
8 disputes, and therefore no resulting changes, to the remaining Exhibits (B-O), which
9 remain posted on the Commission’s website (since June 16, 2008).⁶ Nonetheless, today,
10 Eschelon has also re-forwarded emails from June of 2008 containing electronic copies of
11 Exhibits B-O to the ALJ, the parties, and the Commission staff. Therefore, each has
12 received an electronic copy of the complete ICA (which may be printed and/or posted, if
13 desired). The Commission and the parties received paper copies of the agreement and
14 exhibits at the time they were filed on June 16, 2008 (into which the enclosed substitute
15 pages may be inserted, as agreed⁷).

⁴ The ICA, including exhibits, is approximately 700 pages long. The administrative ALJ authorized the filing of substitute pages for these few remaining issues, instead of re-filing of the entire ICA, during the September 4, 2008 hearing in this matter. (See 9/4/08 Transcript in this matter, p. 27, line 18 – p. 28, line 14. Copy of the transcript pages were included in Eschelon’s October 6, 2009 filing in this matter.) When asked by the ALJ if Qwest agreed to the filing of replacement pages instead of re-filing the entire ICA, counsel for Qwest said: “That’s perfectly acceptable to Qwest.” (See *id.*, p. 28, lines 8-9.) Eschelon has relied on this long-standing arrangement in filing the replacement pages.

⁵ The only change to the substitute pages that were filed on October 6, 2009 is that the term “Phase II” was changed to “Phase III” in footnote 11 on page 15 of Exhibit A. (See Decision No. 70356, p. 15, lines 19-22.)

⁶ See footnote 1 above.

⁷ See footnote 4 above.

1 **B. Summary of the Main Provisions of the ICA**

2 Section 1.0 contains the ICA's general provisions broadly describing the nature of
3 the services to be provided under the ICA and certain provisions pertaining to
4 amendment of the ICA.

5 Section 2.0 contains provisions relating to the interpretation and construction of
6 the ICA.

7 Section 3.0 contains provisions relating to the completion of Qwest's "New
8 Customer Questionnaire" and the parties' obligations to provide one another with contact
9 information.

10 Section 4.0 defines certain terms used in the ICA.

11 Section 5.0 contains general contract terms and conditions.

12 Section 6.0 contains provisions relating to resale of Qwest services.

13 Section 7.0 contains provisions relating to the interconnection of the parties'
14 networks.

15 Section 8.0 contains provisions relating to collocation.

16 Section 9.0 contains provisions relating to unbundled network elements.

17 Section 10.0 contains provisions relating to ancillary services, including local
18 number portability, 911/E911 services, white pages directory listings, directory
19 assistance, directory assistance list, toll and assistance operator services, and access to
20 poles, ducts, conduits, and rights of way.

21 Section 11.0 contains provisions relating to network security.

22 Section 12.0 contains provisions relating to Eschelon's access to Qwest's
23 Operational Support Systems ("OSS").

1 Section 13.0 contains provisions relating to access to telephone numbers.

2 Section 14.0 contains provisions relating to local dialing parity.

3 Section 15.0 contains provisions relating to Qwest Dex.

4 Section 16.0 contains provisions relating to referral announcements to be
5 provided when an end user changes from Qwest to Eschelon or from Eschelon to Qwest
6 and does not regain its original/mailed listed telephone number.

7 Section 17.0 contains provisions relating to Qwest's bona fide request process.

8 Section 18.0 contains provisions relating to audits.

9 Section 19.0 contains provisions relating to construction charges.

10 Section 20.0 contains provisions relating to service performance.

11 Section 21.0 contains provisions relating to connectivity billing, recording and
12 exchange of information.

13 Section 22.0 contains provisions relating to pricing, including but not limited to
14 provisions relating to changes to rates and when new rates may be given effect.

15 Section 23.0 contains provisions relating to network standards.

16 Section 24.0 contains provisions relating to commingling.

17 Section 25.0 is the signature page.

18 The ICA also includes the following exhibits:

19 Exhibit A – Price list.

20 Exhibit B – Qwest's Performance Indicator Definitions (PID), 14-State 271 PID
21 Version 8.1.

22 Exhibit C – Service Interval Tables.

1 Exhibit D – Revised Qwest Right of Way, Pole Attachment, Innerduct Occupancy

2 General Information: Effective 6/29/01.

3 Exhibit E—Reserved for future use.

4 Exhibit F – Special Request Process.

5 Exhibit G – Qwest Wholesale Change Management Process Document.

6 Exhibit H – Reserved for future use.

7 Exhibit I – Individual Case Basis.

8 Exhibit J – Reserved for future use.

9 Exhibit K – Qwest Arizona Performance Assurance Plan.

10 Exhibit L – Advice Adoption Letter.

11 Exhibit M – Interim Advice Adoption Letter.

12 Exhibit N – Interval Advice Adoption Letter.

13 Exhibit O – Interval Interim Advice Adoption Letter.

14 **C. Identification of Negotiated and Arbitrated Provisions**

15 The vast majority of the provisions contained in the ICA were arrived at through
16 negotiations. Arbitrated provisions concerned the following issues:

17 Interval changes

18 Rate application and effective date of legally binding changes

19 Design changes

20 Discontinuance of order processing and disconnection

21 Deposits

22 Copy of nondisclosure agreement

23 Transit records charges and bill validation

- 1 Power
- 2 Nondiscriminatory access to UNEs
- 3 Network maintenance and modernization
- 4 Conversions
- 5 *Unbundled Customer Controlled Rearrangement Element (UCCRE)*
- 6 Loop-transport combination
- 7 Service eligibility criteria
- 8 *Commingled EELs/Rearrangements*
- 9 Multiplexing (Loop-Mux combinations)
- 10 Root cause analysis and acknowledgement of mistakes
- 11 Expedited orders
- 12 Jeopardies
- 13 Controlled production
- 14 976 services
- 15 Rates for services
- 16 Unapproved rates
- 17 Unbundled loop grooming
- 18 Further detail regarding the nature of the arbitrated issues may be found in the
- 19 Commission's Decision No. 70536, which was docketed on May 16, 2008.⁸

⁸ See also the list of Issues by Subject Matter, Exhibit MS-2 to Hearing Exhibit E-6 (Eschelon Michael Starkey Direct Testimony), 11/8/06, posted in eDockets at <https://edocket.azcc.gov/> as Image #0000063425, Docket Nos. T-03406A-06-0572 & T-01051B-06-0572.

1 **D. Negotiated Terms are Consistent with the Public Interest, Convenience and**
2 **Necessity, and are Consistent with Applicable State Law Requirements.**
3

4 The negotiated terms of the ICA are consistent with the public interest as
5 identified in the pro-competitive policies of the Commission, the State of Arizona, the
6 FCC, and the United States Congress and are otherwise consistent with all federal and
7 state law requirements. The ICA will enable Eschelon to continue to compete in the local
8 telecommunications market and provide Arizona customers with increased choices
9 among local service providers.

10 **E. Arbitrated Terms Meet the Requirements of 47 U.S.C. § 252 and Applicable**
11 **FCC Regulations.**
12

13 The arbitrated provisions meet the requirements of the Act because they, together
14 with the negotiated provisions, provide Eschelon with an opportunity to compete in the
15 local telecommunications market on terms and conditions that are just and reasonable to
16 both Eschelon and Qwest. The arbitrated provisions of the ICA are the result of vigorous
17 litigation between the parties and scrutiny by the administrative law judge and the
18 Commission. In connection with its consideration of the disputed issues, the Commission
19 expressly relied upon the Telecommunications Act, including Section 252, as part of the
20 basis for its decision.⁹

⁹ The Commission deferred its consideration of certain rate issues in dispute between the parties to Phase III of the Cost Docket.

1 **F. The Negotiated and Arbitrated Provisions of the ICA Do Not Discriminate**
2 **Against any Nonparty Telecommunications Carrier.**

3
4 The ICA, once approved by the Commission, will be available for opt in by other
5 telecommunications carriers, pursuant to 47 U.S.C. § 252(i). Accordingly, the ICA does
6 not discriminate against any carrier not a party to this proceeding.

7 **REQUEST FOR EXPEDITED CONSIDERATION**

8 Eschelon seeks expedited consideration of the ICA from the Commission to help
9 ensure that a pending order (specifically, an Arizona collocation augment application)
10 that Eschelon has submitted to Qwest will be processed without further delay. Qwest's
11 withholding of service to obtain unnecessary contract amendments was an issue raised by
12 Eschelon both in this proceeding and in Eschelon's Arizona expedite complaint against
13 Qwest.¹⁰ Also, Eschelon is eager for implementation of a more comprehensive ICA,
14 particularly as the issues in the approximately 700-page ICA (including exhibits) have
15 been resolved since June of 2008 (except for three pages). Eschelon, a much smaller
16 company than Qwest, had to expend the resources to obtain arbitrated results, and
17 implementation of those arbitrated results will allow the parties and consumers to receive
18 the benefit of those arbitrated results. The sooner that the new ICA is approved or
19 allowed to go into effect, the fewer of these types of disputes regarding delay in, or
20 refusal to, process orders should arise, as the new ICA offers the substantial benefit of
21 addressing more issues with more specificity.

22 After Eschelon executed the ICA's signature page and provided it to Qwest,
23 Qwest maintained that Eschelon had to sign an amendment to the old ICA before Qwest
24 would proceed with processing Eschelon's order, even though any needed terms (relating

¹⁰ *In re. Eschelon Telecom Inc., of Arizona v. Qwest Corporation*, ACC Docket Nos. T-03406A-06-0257, T-01051B-06-0257.

1 to fiber terminations) were already in the new, Eschelon-executed ICA (and are also
2 covered in the existing, old ICA). Now that Qwest has also executed the new ICA, one
3 would guess (erroneously, as it turns out) that the issue would reasonably go away, as
4 Qwest admits that it proceeds with implementation of ICA terms in other contexts based
5 on execution rather than Commission approval. Qwest can hardly deny that it
6 commences order processing based on execution, as it has done so in the past for
7 Eschelon.

8 For example, the Qwest-Eschelon CLEC-to-CLEC Cross Connections
9 Amendment to the existing, old ICA – which was approved by this Commission – states
10 in Section 2: “This Amendment shall be deemed effective upon approval by the
11 Commission; however, the Parties agree to implement the provisions of this Amendment
12 upon execution.” Without such a provision, ILECs could delay CLECs’ ability to
13 exercise their Section 252 rights by slow rolling the ICA submission and approval
14 process. In fact, such language stems historically from early disputes about prompt
15 implementation of amendment terms. Because the executed ICA terms are on file with
16 the Commission, the Commission and the public are fully apprised of those terms from
17 execution through approval. In addition, with respect to these particular terms (the rates
18 for fiber terminations), the same rates have previously been filed for approval with the
19 Commission with respect to other CLEC ICAs.¹¹ This is because the rates are Qwest
20 “template” rates for services for which there is no Commission-approved rate. Because
21 fiber termination rates have not been approved by the Commission in a cost docket,

¹¹ See, e.g., <http://images.edocket.azcc.gov/docketpdf/0000102330.pdf> at Exhibit A, Section 8.1.8.1.4 (same rates as in Qwest’s template amendment provided by Qwest to Eschelon).

1 CLECs have no choice other than Qwest's "template" rates,¹² or Qwest will refuse to
2 process the CLECs' orders -- as this very example shows. There is language in the new
3 ICA that should help with this situation on a going forward basis, once it is approved.
4 Therefore, Eschelon requests expedited consideration of the new ICA.

5 Despite Qwest's practice of implementing order processing based on execution in
6 other contexts, Qwest has taken the position that, even after Qwest also executed the new
7 ICA, Qwest will not process Eschelon's pending collocation application based on
8 execution of the new ICA. Qwest has indicated that it will proceed only based upon
9 execution of an ICA *amendment* (which would have to be negotiated and filed with the
10 Commission) though the amendment is not yet approved, but it will not proceed based
11 upon execution of a yet to be approved *new ICA* (which has already been negotiated,
12 arbitrated, and filed with the Commission). Qwest has not provided a satisfactory
13 explanation for why one piece of signed paper would start order processing and another
14 would not.

15 Qwest also has not explained why it desires to create a confusing situation in
16 which an amendment to the old ICA is filed after filing of the terms of the new ICA. If
17 the new ICA which was filed first is also approved first, a situation could arise in which
18 an amendment to the old ICA is approved after approval of the new ICA. Confusion
19 would ensue, creating the potential to take more of the Commission's and the parties'
20 resources to unravel and clarify.

¹² Eschelon attempted to challenge Qwest's template rates for unapproved rates in the arbitration, but the rate issues were deferred to the Phase III cost docket. In the meantime, under the old ICA (and for other CLECs without a new ICA), Qwest requires CLECs to sign amendments with its unilateral rate to obtain order processing.

1 Eschelon has already expended resources to negotiate and file the terms and
2 conditions relating to fiber terminations. Now, Qwest seeks to impose an additional
3 burden on Eschelon to also negotiate and enter into an amendment, while a collocation
4 order is pending. Qwest's claim that the existing, old ICA is inadequate without
5 amendment is far from clear. In an October 6, 2009 email, Qwest's counsel describes the
6 amendment as relating to "OCN terminations." There is language giving Eschelon the
7 right to order OCN terminations in the existing agreement (both in the body and in the
8 collocation augment amendment), and Qwest is required to provide them at cost-based
9 rates. While Qwest insists an amendment is needed, Eschelon does not agree that is the
10 case. Clear evidence that no amendment is needed to give Eschelon a right to fiber
11 terminations under the old ICA is that, other than the rates, Qwest's proposed amendment
12 contains no terms and conditions relating to fiber terminations – not a definition or
13 explanation, *nothing*. It contains only rates. In fact, Qwest entitled its proposed
14 amendment the "Fiber Terminations Rate Update Amendment." Therefore, the existing,
15 old ICA must in Qwest's view contain all other terms and conditions sufficient to process
16 Eschelon's pending order. And, as indicated above as to the rates, Qwest is required to
17 provide them at cost-based rates. The applicable rate is not an up-front fee. There is
18 ample time for Commission approval of the ICA by the time that Qwest bills the rate and
19 the bill is due. Obviously, Eschelon is not in a position to dispute the billed rates, as
20 Eschelon has agreed to pay them (*i.e.*, committed not to dispute the rates) and signed a
21 new ICA containing the rates. Eschelon simply does not understand why the
22 Commission and the parties should expend resources on a dispute as to the necessity for

1 an amendment when the rate issue is resolved and the old ICA is adequate, particularly
2 for the short time until a new ICA is approved.

3 The first draft of the Qwest template amendment that Qwest sent to Eschelon
4 contained “boilerplate” different from that used in other Qwest-Eschelon ICAs, which
5 Eschelon has previously rejected and the parties have previously agreed to replace with
6 other language. Eschelon had to review it and, once again, point out this problem. The
7 next draft of the amendment that Qwest sent to Eschelon also has problems. Although
8 Qwest added some of the usual boilerplate, it left out the typical mutual reservation of
9 rights language, which is important here because the parties are reserving their rights as
10 to the new ICA and as to Eschelon’s position that the amendment is unnecessary. Also,
11 even though Qwest is taking the position that it will not process Eschelon’s order because
12 the new ICA is not yet in effect, Qwest’s proposed amendment states: “WHEREAS, the
13 Parties entered into an Interconnection Agreement (“Agreement”) for service in the state
14 of Arizona which was approved on April 28, 2008.” This appears to be a typographical
15 error (as the old agreement was approved in April of 2000), which leads Eschelon to
16 question why it is in the position of searching for Qwest typos while Qwest is delaying its
17 order.

18 Qwest’s proposed amendment contains the following inaccurate language:
19 “Other than the publicly filed Agreement and its Amendments, Qwest and CLEC have no
20 agreement or understanding, written or oral, relating to the terms and conditions of
21 Exhibit A in the State of Arizona.” Obviously, contrary to this language, the parties have
22 such an agreement – the negotiated (*i.e.*, agreed upon) rates for fiber termination which
23 have been on file in Exhibit A in this docket since June 16, 2008. Though Eschelon had

1 already raised with Qwest its objections to negotiating an amendment in light of the
2 pending new ICA, including the likelihood of confusion resulting from filing an
3 amendment of the old ICA after filing the new ICA, Qwest did nothing in its revised
4 amendment to address the new ICA and this situation.

5 Additionally, Qwest amendment's Exhibit A contains information in footnote 1
6 that Eschelon has previously rejected. The disputed issue related to footnote 1 is a
7 significant one (relating to costs and TELRIC), and the parties resolved it after significant
8 efforts by Eschelon in the new ICA negotiations. The Qwest negotiator who personally
9 handled those negotiations is the same one that is working on Qwest's amendment with
10 language different from that previously agreed upon for footnote 1 in the new ICA. It
11 Qwest's footnote 1 were used, it would create ambiguity, because it is different from
12 footnote 1 in this docket. Qwest obviously did nothing to compare the documents and
13 propose something that may be acceptable to Eschelon, and consistent with its own
14 negotiated language in this docket. This leads Eschelon to question why it is in the
15 position of making such comparisons (work Qwest chose not to do) while Qwest is
16 delaying its order.

17 Instead, Qwest proposed its adherence Exhibit A template language expecting that
18 Eschelon, under the pressure of needing its collocation order processed, would sign on
19 the dotted line.¹³ There is simply no reason to pursue an amendment when the new ICA
20 terms relating to fiber termination have long since been agreed upon, Eschelon has
21 executed the ICA, and the old ICA is adequate in the short intervening period.

¹³ In fact, Qwest sent the Exhibit A to its amendment in a password-protected form that prevented Eschelon from making any changes (even though Eschelon has in the past asked Qwest not to send proposals in a manner that prevents changes). Eschelon had to re-create the document to make the needed changes to footnote 1 to Exhibit A.

1 Unfortunately, Qwest is correct that Eschelon has no real choice but to sign an
2 amendment, because Qwest is holding up processing of its order in the meantime.
3 Therefore, Eschelon has redlined the amendment to address the language problems
4 described in this Memorandum; created a clean copy with those changes; and provided an
5 executed amendment to Qwest based on the clean copy.

6 Eschelon hopes that Qwest will reconsider its position and process the order
7 without also executing and filing the amendment, to avoid the confusing situation of
8 filing an amendment to the old ICA after filing of a new ICA. If Qwest maintains its
9 insistence on an executed amendment from Eschelon, Qwest now has one its possession.

10 While it would seem clear that Qwest now will proceed with processing of the
11 order, based on its representations to Eschelon that it would do so upon execution of an
12 amendment, that is not certain. Notably, although Qwest told Eschelon that Qwest *will*
13 proceed with order processing upon execution, the draft that Qwest sent to Eschelon said
14 only that the Parties “may” agree to implement the provisions of the amendment upon
15 execution. In other words, Qwest may not. Compare this Qwest language (“may agree”)
16 to that in the above-quoted CLEC-to CLEC amendment (“agree”), in which Qwest
17 committed to implement based on execution. By inserting “may” before agree instead of
18 “agree” as in the previous amendment, Qwest appears to be reserving to itself a decision
19 as to whether to go forward with order processing. In other words, if Qwest’s proposed
20 amendment were used, Eschelon would only find out after executing the amendment (the
21 purpose of which is to commence order processing) whether Qwest “may agree” to
22 process the order based on execution of the amendment. Rather than take that chance,

1 Eschelon has changed “may agree” to “agree” in the amendment that Eschelon executed
2 and returned to Qwest for Qwest’s consideration.

3 Eschelon requests expedited action regarding the new ICA to help ensure that
4 processing of the pending order will commence. Eschelon filed its petition for arbitration
5 on September 8, 2006 -- more than three years ago. The earlier that the new ICA is
6 approved or allowed to go into effect, the fewer of these types of disputes should arise, as
7 the new ICA offers the benefit of addressing more issues with more specificity.

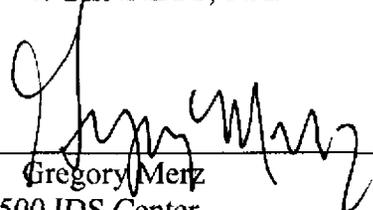
8 **CONCLUSION**

9 For the foregoing reasons, Eschelon requests that the Commission approve the
10 parties’ ICA, as reflected in Eschelon’s June 13, 2008 filing, as modified by the enclosed
11 substitute pages. Approval of the ICA is consistent with the Commission’s previous
12 orders in this docket (including Decision No. 70356). Eschelon also requests expedited
13 consideration of the ICA, for the reasons stated.

14
15 Dated: October 12, 2009

GRAY, PLANT, MOOTY, MOOTY
& BENNETT, P.A.

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19
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21 By



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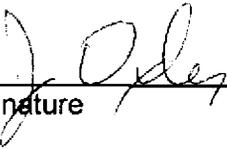
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Attorneys for Eschelon Telecom of
Arizona, Inc.

SECTION 25.0 - SIGNATURE PAGE

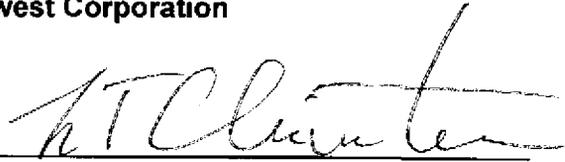
By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

Eschelon Telecom of Arizona, Inc.

Qwest Corporation



Signature



Signature

J. Jeffrey Oxley
Name Printed/Typed

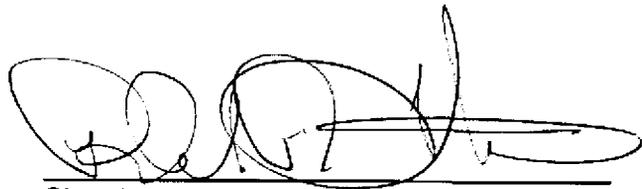
Larry Christensen
Name Printed/Typed

EVP-General Counsel
Title

Director-Interconnection
Title

10/5/09
Date

10/8/09
Date



Signature

Roland Thornton
Name Printed/Typed

EVP-Wholesale Markets
Title

10/8/09
Date

to address billing issues and to prevent adverse impacts to the End User Customer. For Commingling, see Section 24.

9.23.4.6.7 For Out of Hours Coordinated Installations rate elements, see Section 9.2.3.7.

9.23.4.6.8 A rearrangement nonrecurring charge ("NRC") as described in Exhibit A applies to each rearrangement described in Section 9.23.4.4.6.

9.23.4.7 Maintenance and Repair for UNE Component for Point-to-Point Commingled EELs.

9.23.4.7.1 For trouble screening, isolation and testing for both circuit IDs associated with a Point-to-Point Commingled EEL, see Section 12.4.1. For a description of "Point-to-Point," see Section 9.23.4.4.1.

9.23.4.7.2 For trouble reporting, for both circuit IDs associated with a Point-to-Point Commingled EEL, see Section 12.4.2.2.

9.23.4.7.3 Qwest recognizes CLEC does not always have the ability to isolate trouble to one of the two circuit IDs associated with a Point-to-Point Commingled EEL.

9.23.4.7.3.1 If CLEC isolates trouble to one of the two circuit IDs associated with a Point-to-Point Commingled EEL, CLEC will submit a Trouble Ticket to Qwest for that circuit ID. If CLEC submits a single Trouble Ticket pursuant to this Section 9.23.4.7.3.1, CLEC need not cross-reference the other circuit ID associated with the Point-to-Point Commingled EEL.

9.23.4.7.3.2 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, CLEC may open two Trouble Tickets (one for each circuit ID associated with the Point-to-Point Commingled EEL) consecutively (if trouble is reported electronically) or within one telephone call (if trouble is reported manually through the support centers). Qwest will assign trouble report tracking numbers for each circuit ID as described in Section 12.1.3.3.1.1.

9.23.4.7.3.2.1 When CLEC reports trouble electronically using the GUI interface, Qwest will provide CLEC notice containing assigned trouble report tracking numbers by email when CLEC provides an email address for such notices (or other process mutually agreed upon in writing). The trouble report tracking numbers will be posted to the electronic interface gateways (Electronic Bonding and GUI) consistent with Section 12.4.2. If CLEC opens two Trouble Tickets as described in Section 9.23.4.7.3.2, CLEC will indicate in the remarks field that the circuit ID is associated with a Commingled EEL. After receiving the assigned trouble report tracking numbers from Qwest, CLEC will edit the information for each Trouble Ticket with the trouble report tracking number associated with the other circuit ID (*i.e.*, CLEC

will cross reference them) using the applicable field or function of the electronic interface gateways. The electronic interface gateways will notify Qwest of the cross-reference information.

9.23.4.7.3.2.2 When CLEC reports trouble manually through the support centers, Qwest when opening the trouble reports will include the assigned trouble report tracking number for the other circuit ID in the history function for each of the two trouble reports (*i.e.*, Qwest will cross-reference them).

9.23.4.7.3.3 If CLEC submits two Trouble Tickets as described in Section 9.23.4.7.3.2, Qwest will test and work both trouble reports simultaneously.

9.23.4.7.3.4 The time for quality service measurement will start and end with the opening and closing of each trouble report associated with the specific circuit ID. When the CLEC has opened two consecutive and immediate Trouble Tickets, one on each circuit ID of the Point-to-Point Commingled EEL, the total repair commitment time will not be increased as a result. The total repair commitment time for the Point-to-Point Commingled EEL shall not exceed the repair commitment time for the longer of the applicable individual Trouble Ticket commitment times.

9.23.4.7.3.4.1 If the repair commitment time for a UNE is 4 hours and the repair commitment time for a special access/private line service is 4 hours, the repair commitment time for the Point-to-Point Commingled EEL will be 4 hours. If one of the commitment times that applies to the separate trouble reports for the Point-to-Point Commingled EEL is longer, the longer commitment time will apply.

9.23.4.7.3.4.2 When submitting the trouble reports electronically, delay on the part of CLEC in submitting the second trouble report (beyond the time normally needed to submit two consecutive trouble reports) may result in a repair commitment time that is lengthened by a corresponding amount of time. The repair commitment time will not be lengthened if the delay is on Qwest's part (*e.g.*, delay in, or a Qwest failure, to provide a timely trouble report tracking number as described in Sections 9.23.4.7.3.2.1 and 12.1.3.3.3.1.1).

9.23.4.7.3.4.3 Qwest will track each trouble report individually within the Qwest repair systems, and each trouble report will carry its own unique information (*e.g.*, opening time, closing time, testing results). Qwest will maintain in the log of each trouble report the *cross-reference information* described in Section 9.23.4.7.3.2, which will be available to Qwest's technicians working on the repair. Qwest will use the testing information from one trouble report as needed to repair the trouble for the other trouble report, and vice versa.

9.23.4.7.5 If Qwest dispatches and no trouble is found in the Qwest network as to either

circuit ID associated with the Point-to-Point Commingled EEL, Qwest may charge only one Maintenance of Service or Trouble Isolation Charge for the Point-to-Point Commingled EEL.

9.23.4.7.5.1 Qwest will repair the trouble if the trouble is in the Qwest network. No Maintenance of Service or Trouble Isolation Charge will apply if the trouble is in the Qwest network (as to one or both circuit IDs).

9.23.4.7.6 Qwest will assign and provide disposition codes as described in Section 12.4.4.

9.23.4.7.7 The Parties will work together to address repair issues and to prevent adverse impacts to End User Customer(s).

9.23.5 General UNE Combinations Rates and Charges

9.23.5.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and non-recurring application.

9.23.5.1.1 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 are contained in Exhibit A.

9.23.5.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination consistent with Section 252(d) of the Act and providing access to the UNE Combination and will be compliant with Existing Rules. These nonrecurring charges, if any, are described in Exhibit A.

9.23.5.1.3 If CLEC elects to use the SR process to obtain access to a different UNE Combination, the recurring rates for the UNE Combination will be no greater than the total of the recurring rates in Exhibit A in that combination, unless Qwest negotiates with CLEC that the particular SR request would require different recurring rates. Any disputes regarding different rates other than in Exhibit A would follow the dispute resolution process outlined in Section 5.18. While any such rate dispute is pending, Qwest shall make the different UNE Combination available at recurring rates for the UNE Combination that are no greater than the total of the recurring rates in Exhibit A in that combination, and those recurring rates will be Interim Rates.

9.23.6 UNE Combinations Ordering Process

9.23.6.1 Ordering processes are contained in Section 12 of this Agreement. The following is a high-level description of the ordering process for UNE Combinations:

9.23.6.1.1 Step 1: Complete product questionnaire with account team representative. See Section 3.

9.23.6.1.2 Step 2: Obtain Billing Account Number (BAN) through account team representative. See Section 21.

9.23.6.1.3 Step 3: Allow 2-3 weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.6.1.4 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR as appropriate. CLEC will provide the Connecting Facility Assignment (CFA) associated with each circuit pursuant to either Local Service Ordering Guidelines (LSOG) or, Access Service Ordering Guidelines (ASOG). Submission of LSRs and ASRs is addressed in Section 12.

9.23.6.2 *Service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.*

9.23.6.3 Due Date intervals are established when Qwest receives a complete and accurate LSR or ASR made through the IMA, XML or QORA interfaces or through facsimile. For EEL, and all other UNE Combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For EEL, and all other UNE Combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.6.4 Intentionally Left Blank.

9.23.6.5 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 its 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, a New Service Provider, or CLEC request service be discontinued to the End User Customer. Qwest will notify CLEC OSS via interface or other agreed upon processes when an End User Customer moves to another service provider. (For Loss and Completion reports, see Section 12.) Qwest shall not provide CLEC or Qwest retail operations or personnel with the name of the other service provider selected by the End User Customer.

9.23.6.6 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.

9.23.7 Billing

9.23.7.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.23.8 UNE Combinations Maintenance and Repair

9.23.8.1 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.

9.23.9 Loop-Mux Combination (LMC)

9.23.9.1 Description

9.23.9.1.1 Loop-Mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) combined with a DS1 or DS3 multiplexed facility with no interoffice transport. The multiplexed facility is provided as an Interconnection Tie Pair (ITP) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.23.9.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

9.23.9.1.3 Qwest offers the LMC as a Billing conversion or as new Provisioning.

9.23.9.2 Terms and Conditions

9.23.9.2.1 A UNE Extended Enhanced Loop (EEL) may be combined with the multiplexed facility.

9.23.9.2.2 LMC will be provisioned where existing facilities are available or pursuant to the provisions of Section 9.1.2.1 of the Agreement.

9.23.9.2.3 The DS1 or DS3 multiplexed facility must terminate in a Collocation.

9.23.9.2.4 Intentionally Left Blank

9.23.9.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.23.9.2.6 Rearrangements may be requested for work to be performed by Qwest on an existing LMC, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC.

9.23.9.3 Rate Elements

9.23.9.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the Serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply and are contained in section 9.23.6 of Exhibit A.

9.23.9.3.2 LMC multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. LMC multiplexing is ordered with LMC Loops. The recurring and nonrecurring rates in Exhibit A apply.

9.23.9.3.2.1 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

- a) *Recurring Multiplexing Charge.* The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.
- b) *Non-recurring Multiplexing Charge.* One-time charges apply for a specific work activity associated with installation of the multiplexing service.

9.23.9.3.2.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

- a) *Recurring Multiplexing Charge.* The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.
- b) *Non-recurring Multiplexing Charge.* One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 24 channels.

9.23.9.3.3 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges as set forth in Exhibit A.

9.23.9.3.4 Nonrecurring charges for Billing conversions to LMC are set forth in Exhibit A.

9.23.9.3.5 A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert

to LMC.

9.23.9.3.6 Out of Hours Project Coordinated Installations For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit, CLEC will incur additional charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Section 9 of Exhibit A.

9.23.9.4 Ordering Process

9.23.9.4.1 Ordering processes for LMC(s) are contained below and in Section 12 of this Agreement. Qwest will document its ordering processes in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:

9.23.9.4.1.1 Step 1: Complete product questionnaire for LMC(s) with account team representative.

9.23.9.4.1.2 Step 2: Obtain Billing account number (BAN) through account team representative.

9.23.9.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest Billing system.

9.23.9.4.1.4 Step 4: After account team notification, place LMC orders via an LSR.

9.23.9.4.2 Intentionally Left Blank

9.23.9.4.3 Service intervals for LMC(s) are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.

9.23.9.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA and XML interfaces or through facsimile. For LMC, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.9.4.5 Out of Hours Project Coordinated Installations: CLEC may request an out of hours Project Coordinated Installation. This permits CLEC to obtain a coordinated installation for LMC with installation work performed by Qwest outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out

of hours Project Coordinated Installations.

9.23.9.4.5.1 Intentionally Left Blank

9.23.9.4.5.2 To request out of hours Project Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours Project Coordinated Installation in the "remarks" section of the LSR.

9.23.9.5 Billing

9.23.9.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.23.9.6 Maintenance and Repair

9.23.9.6.1 Qwest will maintain facilities and equipment for LMC provided under this Agreement. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.24.1.1 With regard to Qwest current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will negotiate an amendment to this Agreement at CLEC's request to eliminate the limitation of Loop Splitting to existing Unbundled Loops. Requests for other Loop Splitting applications must be

submitted through the Special Request Process (SRP).

9.24.2 Loop Splitting General Terms

9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User Customer. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of record shall pay to convert back to an analog Loop.

9.24.2.1.5 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Line Sharing Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 POTS Splitter Collocation requirements are covered in the Line Sharing Section of this Agreement.

9.24.3 Loop Splitting Rate Elements

The following Loop Splitting rate elements are contained in Exhibit A of this Agreement.

9.24.3.1 Recurring Rates for Loop Splitting

9.24.3.1.1 Interconnection TIE Pairs (ITP)- A monthly recurring charge to recover the costs associated with the use of ITPs. See Section 9.1 of Exhibit A.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop. See Section 9.4.4 of Exhibit A.

9.24.3.2 Non-recurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A non-recurring charge for Loop Splitting installed will apply.

9.24.3.3 Non-recurring Rates for Maintenance and Repair

9.24.3.3.1 Trouble Isolation Charge – A non-recurring charge for Trouble Isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.24.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 Exhibit A identifies the rates that have been approved by the Commission. The other rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed permanent rates are established or permanent rates are established by the Commission.

9.24.4 Loop Splitting Ordering Process

9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in Section 12. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.24.4.1.3 Basic Installation "lift and lay" procedure will be used for all Loop Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.24.4.1.4 The Customer of record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of record shall submit the appropriate LSRs associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.24.5 Billing

9.24.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.24.5.2 Qwest shall bill the Customer of record for all recurring and non-recurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS Splitter.

9.24.6.2 The Customer of record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the End User Customer premises and the Demarcation Point in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's web site.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of record" is defined for the purposes of this Section 9.24 as the CLEC that is the billed Customer for Loop Splitting. The Customer of record may designate an authorized agent pursuant to the terms of Sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.24.7.3 The Customer of record shall hold Qwest harmless with regard to any harm Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other Person who has obtained from the Customer of record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow Person to access the records of the Customer of record unless such access and security devices through the Customer of record were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

Commingling will not affect the prices of UNEs or UNE Combinations involved. CLEC shall be assessed the Tariffed rate, or resale rate, or the rate from other Qwest wholesale service offerings, (including ICB offerings) as appropriate, for the non-UNE service. Although Ratcheting is not required, Qwest shall not deny access to a UNE on the ground that the UNE or UNE Combination shares part of Qwest's network with Access Services or inputs for mobile wireless services and/or interexchange services. Qwest shall not refuse to Commingle a UNE with special access or other wholesale services because Qwest multiplexes traffic for multiple Customers onto one facility within its own network.

24.2.1.1 A multiplexed facility will be ordered and billed at the rate in Exhibit A if all circuits entering the multiplexer are UNEs or the UNE Combination terminates at a Collocation, as described in Section 9.23. In all other situations when CLEC orders multiplexing with a UNE (e.g., CLEC orders a UNE Loop in combination with Qwest special access transport), the multiplexed facility will be ordered and billed pursuant to the applicable Tariff.

24.3 Commingled EELs

24.3.1 See Section 9.23.4.1 regarding Service Eligibility Criteria for High Capacity EELs, including Commingled EELs.

24.3.2 The service interval for Commingled EELs will be as follows. For the UNE component of the EEL, see Exhibit C. For the other component of the EEL the service interval is governed by the terms of the alternative service arrangement pursuant to which that component is offered (e.g. Qwest's applicable Tariffs, price lists, catalogs, or commercial agreements).

**Eschelon / Qwest Exhibit A
Compliance Filing**

A: Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02
B: Cost Docket T-00000A-00-0194 Phase II A Order No. 65451 Effective 12/12/02
C: Cost Docket T-00000A-00-0194 Phases II & IIa Record Reopened Decision No. 66385 Effective Dates 6/12/02 & 10/6/03
D: Consolidated Arbitrations docket No. U-3021-96-446 ET AL
E: 271 Docket U-0000-97-0238
+ Eschelon and Qwest have agreed to Bill and Keep pursuant to 7.3.1.2 of the Agreement.
+++ Negotiated rate for the term of the ICA.
+++++ The nonrecurring charges for the EEL transport element are included in the EEL Loop and/or Multiplexed EEL nonrecurring charges. Therefore there is no additional nonrecurring charge for the EEL Transport. When an EEL transport circuit is commingled with a Private Line Channel Termination circuit, the nonrecurring charge for the commingled EEL will be the EEL Loop NRC.
[1] Rates not approved in cost docket.
[2] Market-based rates
[3] ICB, Individual Case Basis pricing.
[4] Rates per FCC Guidelines.
[5] Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.
[6] Intentionally Left Blank
[7] Qwest can't bill the current rate structure, but will bill customers the lowest rate.
[8] Qwest has not implemented the NID recurring charges but reserves the right to access such a charge in the future.
[9] Per the terms of the Stipulated Agreement reached November 2001, Qwest will not charge for this element until the Commission has an opportunity to review and approve in Phase III of the cost proceeding.
[10] Rate to be reviewed in Phase III of the cost docket.
[11] The design change charge for loops and CFAs will be reviewed by the Commission in the Phase III of the cost docket. (Arbitration Decision No. 70356)

BEFORE THE ARIZONA CORPORATION COMMISSION

MIKE GLEASON
Chairman
JEFF HATCH-MILLER
Commissioner
KRISTIN K. MAYES
Commissioner
WILLIAM MUNDELL
Commissioner
GARY PIERCE
Commissioner

In the Matter of the Petition of)
Eschelon Telecom of Arizona, Inc. for)
Arbitration with Qwest Corporation,) Docket Nos. T-03406A-06-0572
Pursuant to 47 U.S.C. Section 252 of the) T-01051B-06-0572
Federal Telecommunications Act of 1996)

CERTIFICATE OF SERVICE

I hereby certify that I have sent for filing to the Arizona Corporation Commission, Docket Control – Utilities Division, 1200 West Washington Street, Phoenix, AZ 85007, via UPS overnight delivery, the original and 15 copies of the following documents:

- Motion in Support of its Request for Approval of Interconnection Agreement (“ICA”), on Expedited Basis;
- Memorandum in Support of its Request for Approval of Interconnection Agreement (“ICA”), on Expedited Basis;
- Executed signature page for the ICA, substitute pages (Section 9.23.4.7 to the end of Section 9, ICA pages 228-239; Section 24.3.2, ICA page 357; and
- Revised substitute page for Exhibit A referring to Phase III in footnote 11.

A true and correct copy of same was sent this date via U.S. Mail and Email to:

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In addition, an electronic copy of the body of the updated interconnection agreement, including substitute pages 228-239 (instead of 6/18/09 ICA pages 228-239) and page 357 (instead of 6/18/09 ICA page 357), and an electronic copy of the revised substitute page for Exhibit A, including page 15 of 15 (instead of 6/18/09 ICA Exhibit A, p. 15), was provided by Email to each of the Email addresses listed below. Electronic copies of ICA Exhibits B-O from June of 2008 were also re-sent by Email to the individuals listed above, as well as by Email to each of the Email addresses listed below:

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October 12, 2009


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