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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION



September 11, 2003

Ms Carole Washburn
Washington Utilities &
Transportation Commission
1300 S. Evergreen Park Drive, S.W.
P.O. Box 47250
Olympia, WA 98504-7250

Re: Petition for Enforcement of Section 252(i) and Complaint

Dear Ms. Washburn:

Enclosed is an original and 19 copies of the Petition for Enforcement of Section 252(i) and Complaint of Eschelon Telecom of Washington, Inc. Also enclosed is our certificate of service.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim K. Wagner". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Kim K. Wagner
Senior Legal Secretary
Eschelon Telecom, Inc.
612-436-6225

cc: Lisa Andrel
Qwest Law Department-General Counsel
Qwest Communications Director-Interconnection

CERTIFICATE OF SERVICE

I hereby certify that the original and 19 copies of the Petition for Enforcement of Section 252(i) and Complaint of Eschelon Telecom, Inc., was filed by U.S. Mail on September 11, 2003 with:

**Carole J. Washburn
Executive Secretary
Washington Utilities and
Transportation Commission
1300 South Evergreen Park Drive S.W.
Olympia, WA 98504-7250**

Copies were also served by United States Mail on September 11, 2003, upon the following parties:

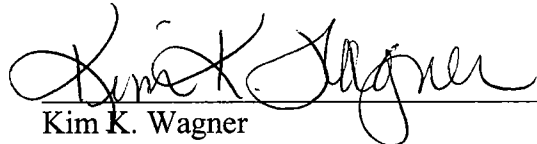
**Lisa Anderl
Qwest Corporation
1600 7th Avenue, Room 3206
Seattle, WA 98191**

**Qwest Law Department
General Counsel
Inter-Connection
1801 California Street, 51st Floor
Denver, Colorado 80202**

**Qwest Communications Director
Interconnection Compliance
1801 California Street
Room 2410
Denver, Colorado 80202**

RECEIVED
RECORDS MANAGEMENT
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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Dated: September 11, 2003.



Kim K. Wagner

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

ESCHELON TELECOM OF
WASHINGTON, INC.

Petitioner and
Complainant,

v.

QWEST CORPORATION

Respondent.

Docket No. UT- _____

PETITION FOR ENFORCEMENT OF
SECTION 252(i) and COMPLAINT

RECEIVED
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23 SEP 12 AM 10:18
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Pursuant to WAC 480-9-530 and WAC 480-09-400 and RCW 80.04.110, Complainant, Eschelon Telecom of Washington, Inc. (“Eschelon”) hereby brings this Petition and Complaint, against Qwest Corporation (“Qwest”) and alleges as follows:

INTRODUCTION AND PARTIES

1. Eschelon is a competitive local exchange carrier (“CLEC”) providing local and interexchange telecommunications services in Qwest’s service territory in Washington, primarily serving small business customers. As a CLEC in competition with Qwest and other CLECs, Eschelon must establish and retain its reputation as a viable alternative to the incumbent telephone company. In order to compete, Eschelon must avail itself of rights provided under law to gain competitive access to the market.

2. Eschelon’s principal place of business is 730 Second Avenue South, Suite 1200, Minneapolis, Minnesota 55402. Eschelon is certified to provide local exchange service in the state of Washington and has local offices at 13035 Gateway Drive, Suite 119, Seattle, Washington 98168.

3. Eschelon is represented in this proceeding by its attorney:

Dennis D. Ahlers
Senior Attorney
Eschelon Telecom, Inc.
730 Second Avenue South, Suite 1200
Minneapolis, MN 55402-2456
Telephone: (612) 436-6249
Facsimile: (612) 436-6349

4. Respondent Qwest is a Colorado corporation, with offices and operations in Washington. Qwest is an incumbent local exchange carrier ("ILEC") within the meaning of Section 251(h) of the Telecommunications Act of 1996 (the "Act"), and provides local exchange, exchange access and inter-exchange services in Washington subject to the Commission's regulatory authority. Qwest is the dominant monopoly provider of local exchange service in Washington.

5. Eschelon has served Qwest with this Complaint through:

Lisa Andrel
Qwest Corporation
600 Seventh Avenue
Room 3206
Seattle, WA 98191-0002

Qwest Law Department
General Counsel
Inter-Connection
1801 California Street
51st Floor
Denver, Colorado 80202

Qwest Communications Director
Interconnection Compliance
1801 California Street
Room 2410
Denver, Colorado 80202

6. Eschelon files this Petition and Complaint with the Washington Utilities and Transportation Commission ("Commission") in order to obtain immediate relief from the refusal of Qwest to honor its obligations, under Section 252(i) of the Telecommunications Act of 1996 (the Act) to allow Eschelon to exercise its "pick and

choose" rights, as well as the refusal of Qwest to provide interconnection at non-discriminatory rates as required under the Act and state law. ¹

7. Specifically, Qwest charges Eschelon higher rates for UNE-Star than it charges to McLeodUSA. Qwest's refusal to make UNE-Star available to Eschelon at the same rate it is provided to McLeod is contrary to the Act and the parties' Interconnection Agreement (ICA). By December 31, 2003, Eschelon will have paid approximately \$69,018 more for UNE-Star than it would have paid had it been charged the same rates as McLeod.

8. Due to the continuous nature of Qwest's violations of law related to these practices, Eschelon requests that the Commission order Qwest to provide UNE-Star to Eschelon at the same rate as it is provided to McLeod, and, pursuant to RCW 80.04.220, issue refunds to Eschelon for the period of September 2002, through the present. Eschelon requests such further relief as may be just and reasonable and in accordance with applicable Washington and federal law, including, without limitation, the issuance of an administrative penalty order by the Commission.

JURISDICTION

9. The Washington Utilities and Transportation Commission has jurisdiction over this Complaint pursuant to 47 U.S.C. § 251(c)(1)(D) and (3) (authority of state commissions to enforce requirement that Qwest provide facilities and equipment "on rates, terms, and conditions that are just, reasonable, and nondiscriminatory..."), 47 U.S.C. §252(e) (authority of state commissions to enforce interconnection agreements), 47 U.S.C. 252(I) and 47 C.F.R. 51.809 (1997), and RCW 80.01.040, RCW 80.04.110,

¹ The Commission's Interpretive and Policy Statement on Section 252(i), Docket No. UT-990355, dated April 12, 2000, provides that a petition for enforcement of that section of the Act may be filed pursuant to WAC 480-09-530.

RCW 80.04.220, RCW 80.01.230, RCW 80.36.170, RCW 80.36.180, and RCW 80.36.186.

10. Pursuant to WAC 480-09-530, on August 14, 2003 Eschelon notified Qwest that Eschelon intended to file this petition at least ten days prior to filing this Petition and Complaint with the Commission. Exhibit 1. Qwest did not respond to the Notice letter.

STATEMENT OF FACTS

11. On February 24, 2000, in Docket No. UT-990385, the Commission approved an Interconnection Agreement between Qwest and Eschelon. Relevant excerpts from a true and correct copy of the Interconnection Agreement are attached as Exhibit 2.

12. The Parties' Interconnection Agreement provides that if the Parties cannot resolve a dispute they may apply to the Commission for resolution. *Id.*, Part A, 27.2, Exhibit 2.

13. On October 1, 2000, Qwest and McLeodUSA entered into an Amendment to their Interconnection Agreement that provided for UNE-Star. (UNE-Star Amendment) Exhibit 3. That Amendment provided for UNE-M or UNE-Star² at the recurring rate of \$24.00 per month for service in the State of Washington. The Amendment had a termination date of December 31, 2003. See Attachment 3.2 of Amendment.

14. On November 15, 2000, Qwest and Eschelon entered into Amendment No. 4 to their Interconnection Agreement (Eschelon UNE-Star Amendment). Exhibit 4. The Amendment was approved by the Commission on January 24, 2001. That Amendment also provided for the purchase of UNE-Star at the recurring rate of \$24.00

per month in Washington. Attachment 3.2. The Amendment had a termination date of December 31, 2005.

15. Therefore, as of November 15, 2000, both Eschelon and McLeod had amendments in place allowing them to purchase UNE-Star at the same monthly recurring rate even though the termination dates and volume commitments differed greatly between the two agreements.

16. On July 31, 2001, Eschelon and Qwest entered into an Amendment to their Interconnection Agreement, which amended UNE-Star to allow Eschelon to purchase switch-based Advanced Intelligent Network (AIN) features, at retail rates, as well as other switch-based features and listing charges to be included in the UNE-Star (referred to in the Amendment as UNE-P) flat rate. Exhibit 5. Adding additional features into the flat-rated UNE-Star charge of the right to purchase such AIN features as a part of UNE-Star, resulted in a 35-cent increase in the recurring rates for Eschelon to \$24.35 per month. See Amended Attachment 3.2 in Exhibit 5.

17. On or about September of 2002, McLeodUSA and Qwest entered into an Amendment of their UNE-Star Agreement, which substantially reduced the price of UNE-Star for McLeodUSA. The Amendment provided for a reduction of UNE-Star rates in Washington from \$24.00 per month to \$21.16 per month for McLeod, a rate reduction of almost 12%. The termination date and volume commitments remained unchanged. A true and correct copy of the McLeodUSA Amendment is attached hereto as Exhibit 6.

18. Immediately thereafter, Eschelon asked Qwest to give it the same UNE-Star rates as those made available to McLeodUSA. Letter to Davis and Higer, Ex. 7.

² At various times and in various documents, the services at issue are referred to as UNE-P, UNE-E, UNE-M, or UNE-Star. However, the services and amendments in question all concern the same service. Throughout this document, the term UNE-Star will be used to refer to all three.

Qwest has repeatedly refused to do so unless Eschelon agrees to all other terms and conditions of the Qwest/McLeodUSA Amendment, including the volume and term conditions. Qwest letters. Ex. 8.

CLAIM PURSUANT TO SECTION 252(i) OF THE ACT

For its First Claim, Eschelon realleges Paragraphs 1-18 above and further states and alleges:

19. The FCC promulgated a rule to implement 252 (i), 47 CFR § 51.809 (1997) (the rule is reproduced at Exhibit 9, attached). In its Order implementing its rule, the FCC has stated that section 252(i) is "a primary tool of the 1996 Act for preventing discrimination under section 251. First Report & Order, ¶1296. The FCC's rule provides, in relevant part:

"An incumbent LEC shall make available without unreasonable delay to any requesting telecommunications carrier any individual interconnection, service, or network element arrangement contained in any agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement."

20. Pursuant to Section 252(i) of the Act Eschelon is only required to accept those provisions of the McLeod Agreement that are legitimately related to the price term that Eschelon wishes to "pick and choose" from that Agreement. As the Supreme Court stated in upholding the FCC "pick and choose" rule, "[T]he Commission has said that an incumbent LEC can require a requesting carrier to accept all terms that it can prove are "legitimately related" to the desired term... Section 252(i) certainly demands no more than that." *AT&T, et al v. Iowa Utilities Board, et al*, 525 U.S. 366, 396, 119 S. Ct. 721 (1999).

21. Because the two agreements are already essentially the same, Eschelon is accepting all of the provisions that are truly related to the price. The few differences in

the McLeod and Eschelon UNE-Star agreements are not reasonably related to the price that McLeod pays and thus are not impediments to Eschelon's request to opt into that price.

22. The rates for UNE-Star are not dependent on volume. If they were the rates originally charged to McLeodUSA and Eschelon for that product would not have been identical since the volumes required were drastically different. Furthermore, when the rates were reduced by a third in the McLeod amendment, the volume requirements did not change.

23. The rates are not tied to the termination date. The termination dates of the original McLeodUSA and Eschelon UNE-Star agreements were different by two years, yet the rates were identical. The termination date of the McLeodUSA agreement did not change in the Amendment, but the price was substantially reduced. Thus the rate is independent of the termination date.

24. The only difference in the services provided to Eschelon and McLeod is an agreement between Eschelon and Qwest that gives Eschelon the opportunity to order additional features at a flat-rated charge. However, since that charge was specifically added to the Eschelon agreement for that opportunity, it does not justify any additional difference in the price. The presence of that amendment does not explain nor justify the discrimination between the Eschelon and McLeod price and is not related to that difference. In other words, the additional \$.35 per month that Eschelon agreed to pay for additional options does not justify the remaining difference of \$2.84 per month.

25. Since September of 2002, Qwest has been charging McLeod \$21.16 per month for UNE-Star, approximately \$2.84 less than it has been charging Eschelon for the

same service.³ Eschelon pays approximately 12% more per month for UNE-Star than does McLeod.

26. Pursuant to Section 252(i) of the Act , Qwest is obligated to allow Eschelon to opt-into the McLeod UNE-Star agreement. Qwest has refused to do so. Eschelon is entitled to an order requiring Qwest to provide Eschelon with UNE-Star at the monthly recurring rate contained in the McLeod UNE-Star agreement from the date of that agreement until its termination. Eschelon is entitled to refunds from Qwest of the difference between the two rates from the date the rate became available to McLeod, which is September 20, 2002.

CLAIM OF DISCRIMINATORY RATES.

For its second claim and in the alternative, Eschelon realleges paragraphs 1 through 26, above, and further states and alleges:

27. Eschelon's Interconnection Agreement provides that Qwest must provide network elements to Eschelon on rates, terms, and conditions that are just, reasonable and non-discriminatory and on terms that are no less favorable than those provided to itself or any other party. Exhibit A-1, Attachment 3, Section 2.1 and 2.9.1.

28. Pursuant to Sections 251(c)(2)(D), 251(c)(3) and 252(1)(A) of the Act and RCW 80.36.170, RCW 80.36.180, and RCW 80.36.186, Eschelon has a right to non-discriminatory rates for all services and unbundled network elements including UNE-Star.

29. A claim of unreasonable discrimination under the Act consists of three elements: (1) whether the services are "like," (2) if so, whether the services were provided under different terms or conditions, and (3) whether any such difference was

³ This comparison does not include the additional \$.35 that Eschelon pays for additional features.

reasonable. *National Communications Ass'n, Inc. v. AT&T Corp.*, 238 F.3d 124, 127 (2nd Cir. N.Y.) Jan. 12, 2001. In that respect, the courts have recognized that because two services are “like,” such that they shared a “functional similarity,” there was “good cause to suspect that there was little justification for [a] large difference in the rates charged[.]” *Id.* at 130, citing *Western Union Int'l, Inc. v. FCC*, 568 F.2d 1012, 1017-18 n.11 (2d Cir. 1977).

30. In this case (1) the services are identical, (2) virtually all of the relevant terms are the same and (3) the differences in price are not reasonably related to the differences that do exist.

31. The price difference between the McLeod UNE-Star and Eschelon UNE-Star is clearly discriminatory. *Cf. American Tel. And Tel. Co. v. Central Office Tel., Inc.*, 524 U.S. 214, 223, 118 S.Ct. 1956, Jan. 15, 1998 (“[T]he policy of non-discriminatory rates is violated when similarly situated customers pay different rates for the same services. It is that non-discriminatory policy which lies at the heart of the Communications Act.”).

32. Sections 251 and 252 of the Act, as well as, RCW 80.36.170, RCW 80.36.180 and RCW 80.36.186, require that Qwest make UNE-Star available to Eschelon at nondiscriminatory rates. Qwest refuses to do so. As a consequence, Qwest has overcharged Eschelon approximately \$63,993 to date, since September of 2002, and is continuing to do so on an ongoing basis.

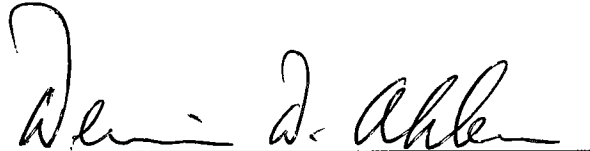
33. The Commission should order Qwest to charge Eschelon the McLeodUSA UNE-Star rates from the date that such rates became effective for McLeodUSA and to refund the difference between the two rates since the date of the McLeodUSA amendment.

PRAYER FOR RELIEF

Wherefore, Eschelon respectfully requests that the Commission:

1. Find that Eschelon is entitled to the McLeod UNE-Star monthly recurring rate, as of September 20, 2002, the date that it was made available to McLeodUSA.
2. Order Qwest to immediately begin charging Eschelon the same rate for UNE-Star as that charges to McLeodUSA, \$20.16 per month plus \$.35 for the additional Eschelon Amendment, or \$20.51 per month.
3. Order Qwest to refund the difference between the amounts paid by Eschelon for UNE-Star and the amount Eschelon would have paid had the McLeodUSA UNE-Star rate been available for the period of September 20, 2002 to the present, plus interest.
4. Such further and other relief as the Commission finds fair, just, reasonable and sufficient.

DATED this 10th day of September, 2003.



Dennis D. Ahlers
Senior Attorney
Eschelon Telecom, Inc.
730 Second Ave. South, Suite 1200
Minneapolis, MN 55402-2456

J. Jeffery Oxley
Vice President and General Counsel
Eschelon Telecom, Inc.
730 Second Avenue South, Suite 1200
Minneapolis, MN 55402-2456
(612) 436-6692

**Attorneys for Eschelon Telecom of
Minnesota, Inc.**



August 14, 2003

Qwest Corporation
Director – Interconnection Compliance
1801 California, Room 2410
Denver, CO 80202

Qwest.
Law Department – General Counsel
Interconnection
1801 California, 49th Floor
Denver, CO 80202

Lisa Anderl
General Counsel - Interconnection
Qwest Corporation
Law Department
1600 Seventh Avenue, Room 3206
Seattle, WA 98191-0002

Re: Notice of Intent to File Petition with the Washington Utilities and Transportation
Commission, Pursuant to WAC 480-09-530

Dear Director-Interconnection Compliance, Law Department-General Counsel and Ms. Anderl:

Please take Notice that Eschelon Telecom of Washington, Inc., (hereinafter “Eschelon”), intends to file a petition, no sooner than ten (10) days from the date of this Notice, pursuant to WAC 480-09-530(1)(c), with the Washington Utilities and Transportation Commission for enforcement of Eschelon's right to pick-and-choose a portion of an arrangement in another interconnection agreement under Section 252(i) of the Telecommunications Act of 1996. (the Act), and for enforcement of the Interconnection Agreement and the non-discrimination provisions of the Act and of state law.

Specifically, Eschelon will seek to enforce Qwest's obligation to comply with Section 252(i) of the Act and allow Eschelon to opt-in to the same rate for UNE-Star that is available in McLeodUSA's interconnection agreement. Furthermore, and in the alternative, Eschelon's petition will seek to enforce the non-discrimination provisions of the Interconnection Agreement

Exhibit 1

Director-Interconnection Compliance
Law Department – General Counsel
Lisa Anderl
August 14, 2003
Page Two

as well as Sections 251 and 252 of the Act and RCW 80.36.180, 186 and 170. Among the portions of the Interconnection Agreement Eschelon seeks to enforce are Part A, Sections 21.1, 23.3, 24.1, 24.3, and Attachment 3, Section 2.1.

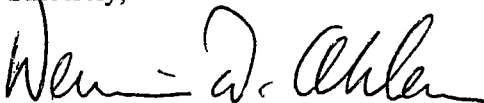
In October of 2002, Qwest and McLeodUSA entered into an amendment to their Interconnection Agreement that lowered the monthly recurring rate for UNE-Star from \$24.00 to \$21.16 in the State of Washington. Prior to that amendment both Eschelon and McLeod were paying \$24.00. Immediately thereafter, Eschelon requested that it be allowed to purchase UNE-Star at the same rate. Qwest has refused to do so unless Eschelon agrees to the other conditions included in the McLeod agreement including the termination date and eliminates provisions from the existing Eschelon agreement. Eschelon contends that the rate charged to McLeod is not legitimately related to the other aspects of the McLeod agreement cited by Qwest.

Eschelon requests that it be allowed to opt-in to the UNE-Star price that is included in McLeodUSA's Interconnection Agreement or that it otherwise be provided the equivalent price as McLeodUSA¹, effective as of the date of Eschelon's initial request.

If Qwest continues to refuse to comply with its obligations under the Act and the Interconnection Agreement, Eschelon will file a petition with the Washington Commission seeking an order that Qwest provide UNE-Star to Eschelon at the same base rate that it is provided to McLeodUSA effective from the date of Eschelon's initial request, in addition to penalties, costs and other remedies.

Please contact me if you wish to discuss the matter prior to the filing of a Petition.

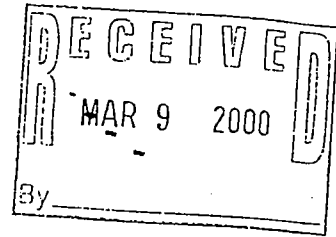
Sincerely,



Dennis D. Ahlers
Senior Attorney
Eschelon Telecom, Inc.
612.436.6249 (direct)
612.436.6349 (fax)
ddahlers@eschelon.com

cc: Jason Topp, Qwest
Jeff Oxley, Eschelon

¹ Eschelon acknowledges that it has an amendment that requires an additional charge of \$.35 per month. Eschelon would concede that if the McLeodUSA rate were imported into the Eschelon agreement, as it currently exists, the rate would be \$.35 higher than that charged to McLeodUSA.



AGREEMENT
FOR LOCAL WIRELINE NETWORK INTERCONNECTION
AND
SERVICE RESALE
BETWEEN
AMERICAN TELEPHONE TECHNOLOGY, INC.
AND
U S WEST COMMUNICATIONS, INC.
FOR THE STATE OF WASHINGTON

CDS-000118-0201

[This agreement uses different types of print to indicate the origins of different provisions. Plain language that is neither in italics nor bold reflects: (1) language that U S WEST Communications, Inc. ("U S WEST") and AT&T Communications of the Northwest, Inc. ("AT&T") agreed to in the interconnection agreement that this Commission ordered on July 11, 1997 and that American Telephone and Technology, Inc. ("ATTI") is opting into; or (2) language that U S WEST and ATTI have agreed to. Language that is in bold refers to language that this Commission ordered in the arbitration between U S WEST and AT&T and that ATTI is opting into. Language that is in both bold and italics refers to language that implements the Commission's decision issued in the Washington arbitration between U S WEST and ATTI on February 24, 2000.

In the footnotes that appear in this agreement, "Commission Decision" refers to the Commission's decision issued February 24, 2000. "AT&T Order" refers to the Arbitrator's Report and Decision issued November 27, 1996 in the arbitration between U S WEST and AT&T Communications of the Northwest, Inc.; "AT&T Recommendations" refers to to the Arbitrator's Report and Decision issued June 6, 1997 in the U S WEST/AT&T arbitration; and "AT&T Approval" refers to this Commission's Order issued July 11, 1997 Modifying Arbitrator's Decision and Arbitrator's Recommendations and Approving Interconnection Agreement with Modifications."]

Exhibit 2

25. Force Majeure

25.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. No delay or other failure to perform shall be excused pursuant to this Section 25 unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of a labor dispute or strike, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves. In the event of a labor dispute or strike or work stoppage that continues for a period in excess of forty-eight (48) hours, ATTI may obtain replacement services for those services affected by such labor dispute or strike or work stoppage, in which event any liability of ATTI for the affected services shall be suspended for the period of the work stoppage or labor dispute or strike. In the event of such performance delay or failure by U S WEST, U S WEST agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of ATTI.

26. Escalation Procedures

26.1 ATTI and U S WEST agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. ATTI and U S WEST agree to exchange up-to-date lists as reasonably necessary.

27. Dispute Resolution

27.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it may be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof and shall be noticed to the Commission. The arbitrator shall determine which Party or Parties will bear the costs of arbitration, including apportionment, if appropriate. The arbitration shall occur in Seattle, Washington, unless otherwise agreed to by the Parties, and the governing law shall be in accordance with Section 21.1 above.

27.2 In the event ATTI and U S WEST are unable to agree on certain issues during the term of this Agreement, the Parties may identify such issues for arbitration before the Commission. Only those points identified by the Parties for arbitration will be submitted.

UNBUNDLED ACCESS/ELEMENTS

1. Introduction

1.1 U S WEST shall provide unbundled Network Elements in accordance with this Agreement, the Act, FCC rules and regulations, and state rules, regulations and orders. The price for each Network Element is set forth in Attachment 1 of this Agreement. Except as otherwise set forth in this Attachment, ATTI may order Network Elements as of the Effective Date of this Agreement.

1.2 General Terms

1.2.1 U S WEST agrees to make available the following unbundled Network Elements which are addressed in more detail in the following sections of this Attachment: (a) local loop, (b) local and tandem switches (including all vertical switching features provided by such switches), (c) interoffice transmission facilities, (d) network interface devices, (e) signaling and call-related database facilities, (f) operations support systems functions, and (g) operator and directory assistance facilities.¹

(The language shown below in Section 1.2.2, 2.1 and 2.2 implements the Commission's decision for combining unbundled elements.)²

1.2.2 *As described in Section 2.9.1 below, U S WEST shall offer each Network Element individually. In addition, USW will provide UNE Combinations to ATTI that it currently combines in its network. USW shall offer such individual Network Elements and Combinations in order to permit ATTI to combine the identified Network Elements obtained from U S WEST with network components provided by itself or by third parties to provide Telecommunications Services to ATTI 's subscribers. USW must perform, and ATTI must pay for, the functions necessary to combine requested UNEs in any technically feasible manner either with other UNEs from USW's network, or with network elements possessed by ATTI. USW is not required to combine UNEs in any manner requested if not technically feasible, but must combine UNEs ordinarily combined in the USW network in the manner they are typically combined. Rates, terms and conditions will be as determined by the Commission unless otherwise agreed by the parties in writing. ICB pricing will be used where prices are otherwise not available. ATTI may purchase unbundled Network Elements individually or in Combinations without restrictions as to how those elements may be rebundled.³*

¹ Per AT&T Order at page 10, Issue 18.

² This language reflects the Commission's decision relating to combining unbundled elements. Commission Decision at 21.

³ Per AT&T Order at pages 12-13, Issue 25.

2. Unbundled Network Elements

- 2.1 *U S WEST shall offer Network Elements and Combinations to ATTI on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.*
- 2.2 *U S WEST shall permit ATTI to connect ATTI's facilities or facilities provided to ATTI by third parties with each of U S WEST's unbundled Network Elements and Combinations at any technically feasible point designated by AT&T.*
- 2.3 ATTI may use one or more Network Elements to provide any feature, function, capability, or service option such Network Element(s) is capable of providing or any feature, function, capability, or service option described in the technical references identified herein, or as may otherwise be determined by AT&T.⁴
- 2.3.1 ATTI may, at its option, designate any technically feasible method of access to unbundled Network Elements, including access methods currently or previously in use by U S WEST.
- 2.4 ATTI may purchase unbundled Network Elements without restrictions as to how ATTI may rebundle those elements.⁵
- 2.5 For each Network Element, U S WEST shall provide a demarcation point (e.g., at a Digital Signal Cross Connect, DCS, Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to the ATTI side of such demarcation point, which ATTI agrees is suitable. Where U S WEST provides combined Network Elements at ATTI's direction, however, no demarcation point shall exist between such contiguous Network Elements.
- 2.6 (Intentionally left blank for numbering consistency)
- 2.7 This Attachment describes the initial set of Network Elements which ATTI and U S WEST have identified as of the Effective Date of this Agreement:

Loop
Network Interface Device
Distribution (subject to the BFR)
Local Switching
Operator Systems
Shared Transport
Common Transport
Dedicated Transport
Signaling Link Transport
Signaling Transfer Points
Service Control Points/Databases
Tandem Switching
911
Directory Assistance

⁴ Per AT&T Order at pages 12-13, Issue 25.

⁵ Per AT&T Order at pages 12-13, Issue 25.

- 2.8 ATTI and U S WEST agree that the Network Elements identified in this Attachment are not all of the possible Network Elements.
- 2.9 ATTI may identify additional or revised Network Elements as necessary to provide Telecommunications Services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, customer demand, or other requirements.
 - 2.9.1 ATTI will request such Network Elements in accordance with the Bona Fide Request process described in Part A of this Agreement. Additionally, if U S WEST provides any Network Element that is not identified in this Agreement to itself, to its own subscribers, to a U S WEST Affiliate or to any other Person, U S WEST shall make available the same Network Element to ATTI on terms and conditions no less favorable to ATTI than those provided to itself or to any other party.

3. Standards for Network Elements

- 3.1 Each Network Element shall be furnished at a service level equal to or better than the requirements set forth in the technical references identified herein for each such Network Element, as well as any performance or other requirements, identified in this Attachment, subject to Sections 1.3.1 and 1.3.2 of Part A of this Agreement.
- 3.2 If one or more of the requirements set forth in this Agreement are in conflict, the Parties agree to resolve such conflict in accordance with the dispute resolution provisions of Part A of this Agreement.
 - 3.2.1 U S WEST shall provide to AT&T, upon request, engineering, design, performance and other network data sufficient for ATTI to determine that the requirements of this Section 3 are being met. In the event such data indicates that the requirements set forth herein are not being met, U S WEST shall, within ten (10) Business Days, cure any design, performance or other deficiency and provide new data sufficient for ATTI to determine that such deficiencies have been cured.
 - 3.2.2 U S WEST agrees to work cooperatively with ATTI to provide Network Elements that will meet ATTI's needs in providing Telecommunications Services to its subscribers.
- 3.3 Unless otherwise requested by AT&T, each Network Element or any Combination thereof and the connections between Network Elements provided by U S WEST to ATTI shall be made available to ATTI at any technically feasible point, that is equal to or better than the manner in which U S WEST provides such Network Elements, Combinations and connections to itself, to its own subscribers, to a U S WEST Affiliate or to any other Person.

Description of Unbundled Elements

4. Tandem Switching

U S WEST will provide a tandem switching element ("Tandem Switching") on an unbundled basis. The tandem switch element includes the facilities connecting the trunk distribution frames to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two (2) other switches. The definition of the tandem switching element also includes the functions centralized in tandems rather than in separate end

AMENDMENT 8

INTERCONNECTION AGREEMENT AMENDMENT TERMS

This Amendment Agreement ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Qwest Corporation ("Qwest") (collectively, the "Parties") on this 26th day of October, 2000.

The Parties agree to file this Amendment as an amendment all Interconnection Agreements ("Agreements" and, singularly, "Agreement") between them, now in effect or entered into prior to December 31, 2003, with the Amendment containing the following provisions:

1. This Amendment is entered into between the Parties based on the following conditions, and such conditions being integrally and inextricably are a material part of this agreement:

1.1 McLeodUSA purchased, as of the end of 1999 over 200,000 local exchange lines for resale from Qwest (throughout the 14-state area where Qwest is an incumbent local exchange carrier).

1.2 Qwest and McLeodUSA currently have an agreement, on a region-wide basis, for the exchange of local traffic, including Internet-related traffic, on a "bill and keep" basis, that provides for the mutual recovery of costs through the offsetting of reciprocal obligations for local exchange traffic which originates with a customer of one company and terminates to a customer of the other company, provided however, that these provisions will not affect or avoid the obligations to pay the rates set out on Attachment 3.2.

1.3 The Parties wish to establish a business-to-business relationship and have agreed that they will attempt to resolve all differences or issues that may arise under the Agreements or this Amendment under the escalation process to be established between the parties, and modified if appropriate.

1.4 The Parties agree that the terms and conditions contained in this Amendment are based on current characteristics of McLeodUSA, which includes service to business and Centrex-related customers and includes a fair representation of all businesses, with no large proportion of usage going to a particular type of business.

1.5 The Parties agree that the terms and conditions contained in this Amendment are based on the characteristics of McLeodUSA's traffic patterns, which does not include identifiable usage by any particular type of user.

1.6 This Amendment shall be deemed effective on October 1, 2000, subject to approval by the appropriate state commissions, and the parties agree to implement the terms of the Amendment effective October 1, 2000. This Amendment will be

AMENDMENT 8

incorporated in any future Agreements, but nothing in any new Agreement will extend the termination date of this Amendment or its terms beyond the term provided herein. Nothing in this Amendment will extend the expiration date of any existing interconnection agreement. This Amendment and the underlying Agreement shall be binding on Qwest and McLeodUSA and their subsidiaries, successors and assigns.

1.7 In interpreting this Amendment, all attempts will be made to read the provisions of this Amendment consistent with Agreements and all effective amendments. In the event that there is a conflict between this Amendment and an Agreement or previous amendments, the terms and conditions of this Amendment shall supersede all previous documents.

1.8 Except as modified herein, the provisions of the Agreements shall remain in full force and effect. Neither the Agreements nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This specifically excludes amendments resulting from regulatory or judicial decisions regarding pricing of unbundled network elements, which shall have no effect on the pricing offered under this Amendment, prior to termination of this Amendment.

1.9 The Parties intending to be legally bound have executed this Amendment effective as of October 1, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.10 Unless terminated as provided in this section, the initial term of this Amendment is from the date of signing until December 31, 2003 ("Initial Term") and this Amendment shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This Amendment can only be terminated during the Initial Term in the event the Parties agree.

1.11 In the event of termination, the pricing, terms, and conditions for all services and network elements purchased under this Amendment shall immediately be converted, at the option of McLeodUSA, to either other prevailing prices for combinations of network elements, or to retail services purchased at the prevailing wholesale discount. In either case, if and to the extent conversion of service is necessary, reasonable and appropriate cost-based nonrecurring charges will apply.

1.12 All factual preconditions and duties set forth in this Amendment are, are intended to be, and are considered by the parties to be, reasonably related to, and dependent upon each other.

1.13 To the extent any Agreement does not contain a force majeure provision, then if either party's performance of this Amendment or any obligation under this Amendment is prevented, restricted or interfered with by causes beyond such parties reasonable control, including but not limited to acts of God, fire, explosion, vandalism

AMENDMENT 8

which reasonable precautions could not protect against, storm or other similar occurrence, any law, order, regulation, direction, action or request of any unit of federal, state or local government, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes or work stoppages or vendor failures, cable cuts, shortages, breach or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (a "Force Majeure").

1.14 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.

2. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, McLeodUSA agrees to the following:

2.1 To pay Qwest \$43.5 million to convert to the Platform described herein and in Attachment 3.2.

2.2 Based on all the terms and conditions contained herein, McLeodUSA may also purchase DSL and voice mail (at full retail rates) from Qwest for resale.

2.3 During each of the three calendar years of this Amendment, to maintain for the purpose of providing service to McLeodUSA's customers, no fewer than 275,000 local exchange lines purchased from Qwest, and to maintain on Qwest local exchange lines to end users at least seventy percent (70%) (in terms of physical non-DS1/DS3 facilities) of McLeodUSA's local exchange service in the region where Qwest is the incumbent local exchange service provider. In addition, beginning in 2001, at least 1000 lines will be maintained in each state (including no less than 125,000 lines in the state of Iowa) in which Qwest is the incumbent local exchange service provider. For purposes of this provision, local exchange lines purchased include lines purchased for resale and unbundled loops, whether purchased alone or in combination with other network elements. This minimum line commitment will be reduced proportionally in the event Qwest sells any exchanges where it is currently the incumbent local exchange service provider.

2.4 To place orders for the product offered in this amendment, and for features associated with the product, using (at McLeodUSA's option) primarily through either IMA or EDI electronic interfaces offered by Qwest.

2.5 To remain on a "bill and keep" basis for the exchange of local traffic and

AMENDMENT 8

Internet-related traffic, with Qwest, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2002.

2.6 To enter into and maintain interconnection agreements, or one regional agreement, covering the provision of Products in each state of the entire territory where Qwest is the incumbent local exchange service provider.

2.7 To provide Qwest accurate daily working telephone numbers of McLeodUSA customers to allow Qwest to provide daily usage information to McLeodUSA so that McLeodUSA can bill interexchange or other companies switched access or other rates as appropriate.

2.8 To provide Qwest with rolling 12 month forecasted line volumes to the central office level for unbundled loops, and otherwise where marketing campaigns are conducted, updated quarterly.

2.9 To hold Qwest harmless in the event of disputes between McLeodUSA and other carriers regarding the billing of access or other charges associated with usage measured by a Qwest switch; provided that Qwest agrees to cooperate in any investigation related to such a dispute to the extent necessary to determine the type and accuracy of such usage.

3. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 2, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Qwest agrees to the following:

3.1 To waive and release all charges associated with conversion from resold services to the unbundled network platform and for terminating McLeodUSA contracts for services purchased from Qwest for resale as described in this amendment.

3.2 To provide throughout the term of this Amendment the Platform and Products described herein and in Attachment 3.2, regardless of regulatory or judicial decisions on components of an unbundled network element platform, upon the rates, terms and conditions described herein and in Attachment 3.2.

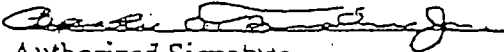
3.3 To provide daily usage information to McLeodUSA, for the working telephone numbers supplied to Qwest by McLeodUSA, so that McLeodUSA can bill interexchange or other companies switched access or other rates as appropriate.

3.4 To remain on a "bill and keep" basis for the exchange of local traffic and Internet-related traffic with McLeodUSA, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2002.

3.5 To provide (at McLeodUSA's option) IMA and EDI electronic interfaces to adequately support the product described in section 3.2.

McLeodUSA Telecommunications Services, Inc.

Qwest Corporation


Authorized Signature

Authorized Signature

Blake O. Fisher
Name Printed/Typed

Name Printed/Typed

Group Vice President
Title

Title

October 26, 2000
Date

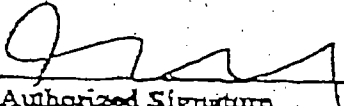
October 26, 2000
Date

3.5 To provide (at McLeodUSA's option) IMA and EDI electronic interfaces to adequately support the product described in section 3.2.

McLeodUSA Telecommunications Services, Inc.

Qwest Corporation

Authorized Signature



Authorized Signature

Blake Q. Fisher
Name Printed/Typed

GREGORY M. COTSEY
Name Printed/Typed

Group Vice President
Title

EXEC. VP.
Title

October 26, 2000
Date

October 26, 2000
Date

Attachment 3.2

- I. Performance by McLeodUSA of the covenants and agreements in section 2 of the Amendment to which this Attachment is a part.
- II. Performance by Qwest of the covenants and agreements in section 3 of the Amendment to which this Attachment is a part.
- III. State recurring rates for lines, adjustments, charges, other terms and conditions, included and excluded platform features, are at the end of this attachment, and are subject to and clarified by the following:
 - A. In determining state-wide usage McLeodUSA agrees to allow Qwest to audit its records of usage of the platform on a quarterly basis. If average usage exceeds the 525 minutes per month for a three month period, or the agreed upon measurement period, on a state-by-state basis, all platform service shall be increased by the appropriate increment. The first increment audit will be conducted during December 2000. If average usage is above 525 minutes on a state-wide basis, the incremental usage element will not be applied for January, February and March usage, or the agreed upon measurement period. The second incremental audit will be conducted in March of 2001 based upon December, January and February usage, or the agreed upon measurement period. If the average usage is above 525 minutes for that quarter, then the appropriate increment usage element(s) will be applied to April, May and June usage, or the agreed upon measurement period. All audits will follow on a rolling quarterly basis, and all increments shall be applied on a rolling basis at the state level.
 - B. The rates provided for by this platform do not apply to usage associated with toll traffic. Additional local usage charges will apply to usage associated with toll traffic.
 - C. Platform rates include only one primary listing per telephone number.
 - D. Rates for voice messaging and DSL service are retail rates and are offered conditioned on paragraph I above where such services are available.
 - E. Rates associates with miscellaneous charges, or governmental mandates, such as local number portability, shall be passed through to McLeodUSA.
 - F. The Platform rates provided for in this Amendment shall only apply to additions to existing CENTREX common blocks established prior to October 1, 2000, and only apply to business local exchange customers served through this unbundled network element platform where facilities exist. Appropriate charges for any new CENTREX-related services or augments where facilities do not exist will apply. This Amendment only

Attachment 3.2

applies to platform services provided for business users and users of existing CENTREX common blocks. Qwest will not provide McLeodUSA any new CENTREX common blocks. Appropriate nonrecurring charges will apply to any disconnects, charges or additions to this platform. These rates do not apply to basic residential exchange (1FR) service.

- G. Any features or functions not explicitly provided for in this Amendment shall be provided only for a charge (both recurring and nonrecurring), based upon Qwest's rates to provide such service in accordance with the terms and conditions of the appropriate tariff or Agreement for the applicable jurisdiction.

PRICES FOR OFFERING

	Platform recurring	Additional charge for each 50 Minute increment > 525 MOU/Month
AZ	30.80	0.280
CO	34.00	0.295
IA	26.04	0.270
ID	33.15	0.295
MN	27.00	0.205
MT	34.95	0.300
ND	28.30	0.260
NE	35.95	0.300
NM	27.15	0.140
OR	26.90	0.170
SD	29.45	0.345
UT	22.60	0.270
WA	24.00	0.195
WY	33.40	0.360

FEATURES INCL IN FLAT RATED UNE-
 BUSINESS
 Call Hold
 Call Transfer
 Three-Way Calling
 Call Pickup
 Call Waiting/Cancel Call Waiting
 Distinctive Ringing
 Speed Call Long - Customer Change
 Station Dial Conferencing (6-Way)
 Call Forwarding Busy Line
 Call Forwarding Don't Answer
 Call Forwarding Variable
 Call Forwarding Variable Remote
 Call Park (Basic - Store & Retrieve)
 Message Waiting Indication AV

Attachment 3.2

FEATURES INCL IN EXISTING
CENTREX COMMON BLOCKS

Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long - Customer Change
Station Dial Conferencing (6-Way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Park (Basic - Store & Retrieve)
Message Waiting Indication Δ
Centrex Management System (CMS)
Station Mssg Detail Recording (SMDS)
Data Call Protection
Hunting Billing
Individual Line Billing
Intercept
Intrasystem Calling
Intercom
Night Service
Outgoing Trunk Queuing
Line Restrictions
Touch Tone
Directed Call Pickup
AIOD
Dial 0
Automatic Call Back Ring Again
Direct Inward Dialing
Direct Outward Dialing
Executive Busy Override
Last Number Redial
Make Set Busy
Network Speed call
Primary Listing

INTERCONNECTION AGREEMENT AMENDMENT TERMS

This Amendment Agreement ("Amendment") is made and entered into by and between Eschelon Telecom, Inc., and its subsidiaries, ("Eschelon") and Qwest Corporation ("Qwest") (collectively, the "Parties") on this 15th day of November, 2000.

The Parties agree to file this Amendment as an amendment to all Interconnection Agreements ("Agreements" and, singularly, "Agreement") that they are currently operating under or that they may enter into prior to December 31, 2005, with the Amendment containing the following provisions:

1. This Amendment is entered into between the Parties based on the following conditions, with such conditions being integrally and inextricably a material part of this agreement:

1.1 Within 30 days of the Parties' execution of this Amendment, Eschelon agrees to have purchased, and to continue to purchase throughout the terms of this Amendment, at least 50,000 access lines from Qwest (throughout the 14-state area where Qwest is an incumbent local exchange carrier), all of which are to be business lines, not residential lines. "Access lines" include lines purchased for unbundled loops, whether purchased alone or in combination with other network elements

1.2 Qwest and Eschelon agree, that within 30 days of the Parties' execution of this Amendment, they will execute an agreement, on a region-wide basis, for the exchange of local traffic, including Internet-related traffic, on a "bill and keep" basis, that provides for the mutual recovery of costs through the offsetting of reciprocal obligations for local exchange traffic that originates with a customer of one company and terminates to a customer of the other company provided, however, that these provisions will not affect or avoid the obligations to pay the rates set out on Attachment 3.2.

1.3 The Parties wish to establish a business-to-business relationship and have agreed that they will attempt to resolve all differences or issues that may arise under the Agreements or this Amendment under an escalation process to be established between the Parties.

1.4 The Parties agree that the terms and conditions contained in this Amendment are based on Eschelon's current characteristics, which include service to business and Centrex-related customers and includes a fair representation of all businesses, with no large proportion of usage going to a particular type of business.

1.5 The Parties agree that the terms and conditions contained in this Amendment are based on the characteristics of Eschelon's service, which does not include identifiable usage by any particular type of user.

1.6 This Amendment shall be deemed effective on October 1, 2000, subject to approval by the appropriate state commissions, and the Parties agree to implement the terms of the Amendment effective October 1, 2000. This Amendment will be incorporated in any future Agreements, but nothing in any new Agreement will extend the termination date of this Amendment or its terms beyond the term provided herein. Nothing in this Amendment will extend the term of any existing interconnection agreement. This Amendment and the underlying Agreements shall be binding on Qwest and Eschelon and their subsidiaries, successors and assigns.

1.7 In interpreting this Amendment, all attempts will be made to read the provisions of this Amendment consistent with the underlying Agreements and all effective amendments. In the event that there is a conflict between this Amendment and an Agreement or previous amendments, the terms and conditions of this Amendment shall supersede all previous documents.

1.8 Except as modified herein, the provisions of the Agreements shall remain in full force and effect. This Amendment may not be further amended or altered except by written instrument executed by an authorized representative of both Parties. This specifically excludes amendments resulting from regulatory or judicial decisions regarding pricing of unbundled network elements, which shall have no effect on the pricing offered under this Amendment, prior to termination of this Amendment.

1.9 The Parties intend that this Amendment be effective as of October 1, 2000, and have executed the Agreement in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.10 Unless terminated as provided in this section, the term of this Amendment is from October 1, 2000 until December 31, 2005. This Amendment can be terminated only in the event that both Parties agree in writing.

1.11 In the event of termination, the pricing, terms, and conditions for all services and network elements purchased under this Amendment shall immediately be converted, at the option of Eschelon, to either prevailing prices for combinations of network elements, or to retail services purchased at the prevailing wholesale discount. In either case, if and to the extent conversion of service is necessary, reasonable and appropriate cost based nonrecurring conversion and/or nonrecurring charges will apply.

1.12 All factual preconditions and duties set forth in this Amendment are intended to be, and are considered by the Parties to be, reasonably related to, and dependent upon each other.

1.13 To the extent any Agreement does not contain a force majeure provision, then if either Party's performance of this Amendment or any obligation under this Amendment is prevented, restricted or interfered with by causes beyond such Parties reasonable control, including but not limited to acts of God, fire, explosion, vandalism

which reasonable precautions could not protect against, storm or other similar occurrence, any law, order, regulation, direction, action or request of any unit of federal, state or local government, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes or work stoppages or material vendor failures, or cable cuts, then such Party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (a "Force Majeure").

1.14 Neither Party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other Party, without the prior written consent of the other Party.

1.15 This Amendment may be executed in counterparts and by facsimile.

2. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Eschelon agrees to the following:

2.1 To pay Qwest \$10 million to convert to the Platform and to be released from any termination liabilities associated with Eschelon's existing contracts for resold services with Qwest as set out in the Attachment to section 3.2.

2.2 To purchase from Qwest during the term of this Amendment, at least \$150 million worth of services and elements (the "Services"). Based on all the terms and conditions contained herein, including the purchase commitment of \$150 million, Eschelon may also purchase from Qwest, on a Platform basis and at retail rates, DSL and voice messaging service.

2.3 As set forth in section 1.1 of this Amendment, Eschelon agrees to purchase from Qwest, during each of the five calendar years of this Amendment, a minimum of 50,000 business access lines, and to maintain on Qwest access lines to end users at least 80% (in terms of physical facilities) of Eschelon's local exchange service in the region where Qwest is the incumbent local exchange carrier. In addition, by December 31, 2001, Eschelon agrees that at least 1000 business access lines will be maintained in at least eight of the eleven markets (Minneapolis, St. Paul, Seattle, Tacoma, Portland, Salem, Eugene, Denver, Boulder, Salt Lake City, Phoenix) in which Eschelon is doing business and Qwest is the incumbent local exchange carrier. Eschelon further agrees that it will meet or exceed the following schedule of growth in its purchase of business access lines:

2.8 Beginning January 1, 2001, to provide Qwest with rolling 12 month forecasted volumes, including access line volumes, to the central office level, updated quarterly, and where marketing campaigns are conducted.

2.9 To hold Qwest harmless in the event of disputes between Eschelon and other carriers regarding the billing of access or other charges associated with usage measured by a Qwest switch, provided that Qwest cooperates in any investigation related to such a dispute to the extent necessary to determine the type and accuracy of such usage.

2.10 For at least a one-year period, Eschelon agrees to pay Qwest for the services of a Qwest dedicated provisioning team to work on Eschelon's premises.

2.11 For at least a six week period, Eschelon agrees to participate with Qwest in a loop cutover trial.

3. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 2, all taken as a whole and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Qwest agrees to the following:

3.1 In consideration for Eschelon's agreement in section 2.1 of this agreement, to waive and release all charges associated with conversion from resold services to the unbundled network platform and for terminating Eschelon contracts for services purchased from Qwest for resale as described in this Amendment.

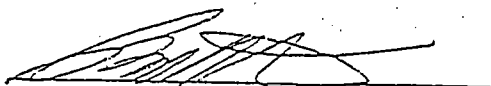
3.2 To provide throughout the term of this Amendment the Platform described herein and in Attachment 3.2, regardless of regulatory or judicial decisions on components, including pricing, of an unbundled network element platform, upon the rates, terms and conditions in the Attachment to section 3.2.

3.3 To provide daily usage information to Eschelon for the working telephone numbers supplied to Qwest by Eschelon, so that Eschelon can bill interexchange or other companies switched access or other rates as appropriate.

3.4 As described in section 1.2 of this agreement, to reach agreement and remain on a "bill and keep" basis for the exchange of local traffic and Internet-related traffic with Eschelon, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2005.

3.5 To provide electronic interfaces to adequately support the product described in the Attachment to section 3.2.

Eschelon Telecom, Inc.



Authorized Signature

Richard A. Smith
Name Printed/Typed

President - CCO
Title

11/25/00
Date

Qwest Corporation

Authorized Signature

Name Printed/Typed

Title

Date

Eschelon Telecom, Inc.


Authorized Signature

Name Printed/Typed

Title

Date

Qwest Corporation



Authorized Signature

GREG CASEY

Name Printed/Typed

KVD

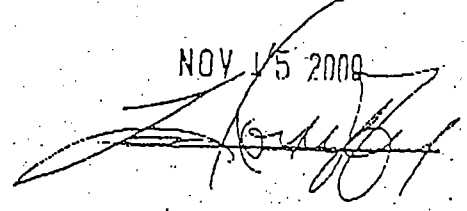
Title

11-15-00

Date

Approved as to legal form

NOV 15 2000



Attachment 3.2

- I. Performance by Eschelon of the covenants and agreements in sections 1 and 2 of the Amendment to which this Attachment is a part.
- II. Performance by Qwest of the covenants and agreements in sections 1 and 3 of the Amendment to which this Attachment is a part.
- III. State rates for lines, adjustments, charges, other terms and conditions, included and excluded platform features, are at the end of this attachment, and are subject to and clarified by the following:
 - A. In determining statewide usage Eschelon agrees to allow Qwest to audit its records of usage of the platform on a quarterly basis (or other agreed upon measurement period). If statewide average usage exceeds the 525 originating local minutes per month per line for a three month period (or such other agreed upon measurement period) on a state-by-state basis, all platform service shall be increased by the appropriate increment. The first incremental audit will be conducted during December 2000 (or at such other time as the Parties mutually agree). If average usage is above 525 originating local minutes on a statewide basis, the incremental usage element will not be applied for January, February and March usage for that state. The second incremental audit will be conducted in March of 2001 based upon December, January and February usage (or at such other time as the Parties mutually agree). If the average statewide usage is above 525 originating local minutes for that quarter, then the appropriate increment usage element(s) will be applied to April, May and June usage for that state. All audits will follow on a rolling quarterly basis (or other agreed upon measurement period), and all increments shall be applied on a rolling basis. Qwest will review with Eschelon the results of its audits of the local usage, and provide Eschelon with its audit reports, if any.
 - B. The rates provided for by this platform do not apply to usage associated with toll traffic. Additional local usage charges will apply to usage associated with toll traffic.
 - C. Platform rates include only one primary directory listing per telephone number.
 - D. Voice messaging service and DSL service are available in combination with Platform orders at retail rates, and such availability is conditioned on paragraph I above.
 - E. Rates associated with miscellaneous charges, or new governmental mandates, shall be passed through to Eschelon, as appropriate.
 - F. The Platform rates provided for in this Amendment shall only apply to

Attachment 3.2

additions to existing CENTREX common blocks established prior October 1, 2000, and only apply to business local exchange customers served through the unbundled network element platform where facilities exist. Appropriate charges for any new CENTREX-related services or augments where facilities do not exist will apply. This Amendment only applies to platform services provided for business users and users of existing CENTREX common blocks. Qwest will not provide Eschelon any new CENTREX common blocks.

- G. Any features or functions not explicitly provided for in this Amendment shall be provided only for a charge (both recurring and nonrecurring), based upon established rates and only in accordance with the terms and conditions of the appropriate tariff or Agreement for the applicable jurisdiction.
- H. Beginning January 1, 2001, Eschelon shall provide Qwest with rolling 12 month forecasted volumes, including access line volumes, to the central office level, updated quarterly, and where marketing campaigns are conducted.

Attachment 3.2

PRICES FOR OFFERING

STATE	PLATFORM RECURRING	ADDITIONAL CHARGE FOR EACH 50 MINUTE INCREMENT > 525 ORIGNATING LOCAL MOU/MONTH PER LINE
AZ	30.80	0.280
CO	34.00	0.295
ID	33.15	0.295
MN	27.00	0.205
ND	28.30	0.260
NE	35.95	0.300
NM	27.15	0.140
OR	26.90	0.170
UT	22.60	0.270
WA	24.00	0.195

Features (in all forms of the following, except as part of an enhanced service) included in flat-rated UNE-Business

Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long - Customer Change
Station Dial Conferencing (6 way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Forwarding Variable Remote
Call Park (Basic - Store & Retrieve)
Message Waiting Indication A/V

Attachment 3.2

Features in all forms of the following, except as part of an enhanced service) included in existing Centrex Common Blocks

Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long – Customer Change
Station Dial Conferencing (6-Way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Park (Basic – Store & Retrieve)
Message Waiting Indication A/V
Centrex Management System (CMS)
Station Message Detail Recording (SMDS)
Data Call Protection
Hunting
Individual Line Billing
Intercept
Intrasystem Calling
Intercom
Night Service
Outgoing Trunk Queuing
Line Restrictions
Touch Tone
Directed Call Pickup
AIOD
Dial 0
Automatic Call Back Ring Again
Direct Inward Dialing
Direct Outward Dialing
Executive Busy Override
Last Number Redial
Make Set Busy
Network Speed Call
Primary Listing

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

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 Washington, which was approved by Washington Commission on 2-24-00 (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 Agreement to establish the Non-recurring charges for Unbundled Network Element Platform ("UNE-P").

2. Amendment Terms

2.1. The Agreement is amended by adding the following additional paragraphs:

Non-Recurring Charges for Eschelon UNE-P.

2.1.1. Definitions. For purposes of this Amendment, "class of service" will refer to one of the following three classes of service:

(a) 1FB, including when ordered with Customer Calling Management System ("CCMS") (i.e., the ordering of CCMS with 1FB does not constitute a change of class of service from 1FB with or without CCMS for billing purposes, so the charge does not apply).

(b) Centrex 21.

(c) Centrex+/Centron (including Centron Standard Station, Centron Basic Station, Centron Feature Package, and Centron Optional Features).

2.1.2. Conversion of End User Customer With Existing Service to Eschelon UNE-P lines. If an end user with existing class of service selects Eschelon as its provider, Eschelon will pay a non-recurring charge of \$ 7.60 for the first UNE-P line and \$1.43 for each additional UNE-P line to serve the end user at the same service address with the same class of service. Separate end users at the same service address, if any, each will be subject to separate non-recurring charges, if applicable.

2.1.3. Provisioning of UNE-P Where there is no Existing Service or Where there is a Change in Class of Service. When Eschelon orders a UNE-P line to serve an end user where there is no existing service, where there is no existing service of the same class of service, or where the number of UNE-P lines ordered by Eschelon is greater than the number of existing lines of the same class of service at the same service address, Eschelon will pay a non-recurring charge of \$69.00 for the first new UNE-P line and \$17.75 for each additional new UNE-P line located at the same service address and ordered at the same time, provided these charges do not exceed commission approved rates. Separate end users at the same service address, if any, each will be subject to separate non-recurring charges, if applicable. The ordering of CCMS with 1FB does not constitute a change of class of service from UNE-P on a 1FB line for billing purposes, so the charge does not apply.

2.1.4. Subsequent Ordering of Feature Changes or Additional Features. When Eschelon orders either a change features (excluding deletions) or additional features for an Eschelon end user provisioned through UNE-P after the initial installation of UNE-P lines, for each UNE-P line to which an additional feature is subsequently added on the same class of service, Eschelon will pay a non-recurring charge of \$7.60 for the first feature and \$1.43 for each additional feature. Separate end users at the same service address, if any, each will be subject to separate non-recurring charges, if applicable.

2.1.5. Effective Date of Rates. The rates set forth on herein shall be effective as of September 1, 2001.

2.2 The Agreement is amended by adding the following additional paragraph:

Features available with UNE-P

Exhibit A to Amended Attachment 3.2 (copy attached) sets forth features which are available, in all forms of that feature, with UNE-P, as well as on which platform they are available. The list of features set forth in Exhibit A is not exclusive. Qwest will make additional features available to Eschelon with UNE-P, as they are, or become, available, at appropriate non-recurring rates, if any.

3. Effective Date

This Amendment shall be deemed effective upon approval by the Washington Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

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.

Qwest Corporation

Signature

Signature

Richard A. Smith
Name Printed/Typed

Audrey McKenney
Name Printed/Typed

President and COO
Title

SVP - Wholesale Markets
Title

July 31, 2001
Date

July 31, 2001
Date

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/CMS	CTX21	Centron	Centrax =
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 Charge	X	X	X	X	X
Station Dial Conferencing (8-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 AN	X	X	X	X	X
Center 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
Intrasystem Calling				X	X
Intercom				X	X
Night Service				X	X
Outgoing Trunk Queuing				X	X
Line Restrictions**				X	X
Troun Tone	X	X	X	X	X
AIOD	X	X	X	X	X
0010				X	X
DID				X	X
DDO				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 Traces 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
Priority 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 (NPU)	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 (OC4)	X	X	X	X	X
Do Not Disturb (D7T)	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 qualities are grandfathered. New quantities will be billed at appropriate rates.

INTERCONNECTION AGREEMENT AMENDMENT

McLeodUSA Telecommunications Services, Inc. ("McLeod") and Qwest Corporation ("Qwest") (collectively, the "Parties") are signatories to an Interconnection Agreement in the State of Washington. That Interconnection Agreement has been amended by the Parties from time to time, including an Amendment approved on or about January 31, 2001. The Parties agree to amend that Amendment as follows:

In the body of the Amendment, add the following at the end of Section 1.11:

"In accordance with Section 1.10, Qwest hereby gives advance written notice of the termination of this Amendment effective December 31, 2003. The parties agree to meet to discuss McLeodUSA's (as defined in this Agreement, as amended) conversion plans no later than July 1, 2003.

In the event that McLeodUSA does not, by December 31, 2003, convert some or all of its services, as described in this Section 1.11, the prices set forth in Attachment 3.2 of the Interconnection Agreement Amendment Terms, dated October 26, 2000, ("Prior Amendment") and not the prices set forth on Attachment 3.2 hereto, shall apply to all such services that McLeodUSA has failed to so convert. Nothing contained herein shall be construed as agreement or assent on the part of Qwest to provide to McLeodUSA, or any other party, subsequent to December 31, 2003, the services known as "UNE-M" described in and made available pursuant to the Prior Amendment; provided, such services shall continue to be provided to McLeodUSA during a commercially reasonable conversion period."

In Attachment 3.2, under the heading "Prices for Offerinle", replace the "Platform recurring" rates column with the following:

Platform recurring rates,
effective on September 20, 2002 and ending December 31,
2003:

AZ	\$ 20.61
CO	27.05
LA	22.47
ID	26.25
MN	24.50
MT	31.85
ND	22.54
NE	22.06
NM	26.86
OR	26.90
SD	28.45
UT	21.86
WA	21.16
WY	32.29

Apart from the foregoing, all other terms and conditions of the IA, as amended, including without limitation, the term thereof, shall remain unchanged and in full force and effect.

**McLeodUSA Telecommunications
Services, Inc.**

Qwest Corporation

Authorized Signature

Authorized Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date



October 29, 2002

By facsimile and prepaid overnight express service

R. Steven Davis
Senior Vice President, Policy and Law
and Deputy General Counsel
Qwest Corporation
1801 California Street
Denver, CO 80202
(303.992.1724)

Heidi Higer
Director Interconnection Compliance
Qwest Corporation
1801 California Street, Suite 2410
Denver, CO 80202
(303.965.4667)

Re: Opt-In Request

Dear Mr. Davis and Ms. Higer:

Pursuant to Section 252(i) of the Telecommunications Act of 1996, Eschelon Telecom, Inc. requests that the pricing terms listed below from the recent Interconnection Agreement Amendment between Qwest Corporation and McLeodUSA, concerning UNE-P, be made available to Eschelon.

On or about September 19 or 20, 2002, Qwest filed, with the state commissions, an Amendment to its Interconnection Agreement with McLeod, for approval under Section 252(e). Page 2 of that Amendment (attached) replaced a portion of Attachment 3.2 of the McLeod/Qwest Amendment dated October 26, 2000. Eschelon requests to opt-in to page 2 of the amendment to Attachment 3.2 of the Qwest-McLeod Interconnection Agreement, consisting of Platform recurring rates that are effective from September 20, 2002, until December 31, 2003. (See attached.)

Eschelon requests that page 9 of Attachment 3.2 of Eschelon's Interconnection Agreement Amendment terms with Qwest, dated November 15, 2000, be amended to add the rates in the attached page from the McLeod Amendment to the end of the "Platform

R. Steven Davis
Heidi Higer
October 29, 2002
Page 2

recurring rates" column, under the heading "Prices for Offering," and to indicate the specified time period within the term of the Eschelon Amendment that the McLeod Amendment rates apply (*e.g.*, effective as of September 20, 2002), as noted on page 2 of the McLeod Amendment. Eschelon's request applies to the states of Minnesota, Utah, Colorado, Arizona, Washington, and Oregon.

Please respond to this request in writing on or before November 8, 2002.

Sincerely,



Dennis D. Ahlers
Senior Attorney
Eschelon Telecom, Inc.
612.436.6249

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street
Denver, CO 80202

Dr. Burl Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

J. Jeffery Oxley
Bill Markert



November 8, 2002

Eschelon Telecom, Inc.
Dennis D. Ahlers, Esq.
Senior Attorney
730 Second Avenue South
Suite 1200
Minneapolis, MN 55402

Dear Mr. Ahlers:

I am writing in response to your October 29, 2002 letter to Steve Davis and Heidi Higer regarding the interconnection amendments between Qwest Corporation ("Qwest") and McLeodUSA (the "McLeod Amendments") that were filed in September 2002. Your letter requests that pursuant to Section 252(i) of the Telecommunications Act of 1996 Eschelon's existing interconnection agreement with Qwest be amended to add the rates included in the amended interconnection agreements between Qwest and McLeod. Qwest takes seriously its obligations under the Act, including Section 252(i), and would be delighted to discuss further Eschelon's request, and to work with Eschelon to better meet its needs.

As you know, Section 252(i) permits a telecommunications carrier to request any individual service, interconnection or network element arrangement contained in any interconnection agreement that has been filed and approved by the state commission. Although neither the Act, nor the FCC's implementing regulations, require the requesting carrier to take the entire agreement between the ILEC and the initial CLEC, they likewise do not permit the requesting carrier to select among particular rates, terms and conditions applicable to an individual arrangement. Rather, the requests authorized under Section 252(i) are those for particular arrangements, including the terms and conditions applicable thereto, not individual provisions within those arrangements. Even if that language were ambiguous – which it is not – any doubt would be removed by the further language in Section 252(i) that requesting carriers receive individual arrangements "upon the same rates, terms and conditions" as the original party to the agreement See 47 C.F.R. 51.809(a).

The rates in the McLeod agreement apply to the service offered pursuant to that agreement, not to the service offered in another agreement. In this regard, Qwest notes that the features and functions of the service that is the subject of the existing Qwest-Eschelon interconnection agreement differ in certain respects from the service that is the subject of Qwest's agreement with McLeod. For example, under its current agreement, Eschelon is provided CLASS features and additional types of directory listings. In

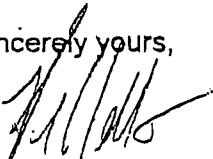
Eschelon Telecom
Dennis Ahlers
November 8, 2002
Page 2

addition, as noted above, the express terms of Section 252(i) and the FCC Rule 51.809(a) condition Eschelon's right to receive the rates in the McLeod agreement on Eschelon's agreement to the same terms and conditions. This would include, for example, the volume commitments set forth in section 2.3 of the Qwest-McLeod interconnection agreement and its December 31, 2003 termination date.

We are unable to ascertain from your letter (a) whether Eschelon understands that the service it would be receiving if it chose to opt-in to the McLeod agreement would differ from the service it is receiving today, and (b) whether Eschelon would agree to the same terms and conditions to which McLeod has agreed. If so, please contact Larry Christensen, at 303-896-4686, to initiate the necessary arrangements, including appropriate contractual amendments. Qwest will act expeditiously to accommodate any such request.

Please do not hesitate to contact me should you have any other questions.

Sincerely yours,



Richard Corbetta
Corporate Counsel
Qwest Law Department

cc: Dr. Burl Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

J. Jeffery Oxley
730 Second Avenue South
Suite 1200
Minneapolis, MN 55402

Bill Markert
730 Second Avenue South
Suite 1200
Minneapolis, MN 55402

Steven Davis
Heidi Higer



FACSIMILE FROM:

Richard Corbetta
Corporate Counsel
1801 California Street
Suite 4900
Denver, CO 80202
Phone: 303-672-2884
Fax: 303-295-6973

To:

Fax No.:

Dennis D. Ahlers

612-376-4411

Date: 8-Nov-02

Number of pages including cover sheet: 3

Special instructions/comments:

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Qwest
1801 California Street, Suite 3800
Denver, Colorado 80202
Phone 303 672-2974
Facsimile 303-295-6973

Blair Rosenthal
Corporate Counsel

February 14, 2003

Mr. Dennis D. Ahlers
Eschelon Telecom, Inc.
730 Second Avenue South, Suite 1200
Minneapolis, MN 55402

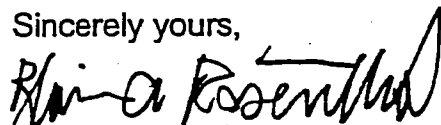
Dear Dennis:

This letter is in response to your January 16, 2003 letter to Rich Corbetta initiating additional questions about your request to opt-in to the McLeod Amendment. Please note that I have assumed Rich's responsibilities. It is unfortunate that Eschelon interpreted Rich's earlier letter as a rejection of Eschelon's opt-in request. Qwest will allow Eschelon to obtain the McLeod rates, but to obtain the rates, Eschelon must also opt-in to the same service (and associated terms and conditions) to which those McLeod rates apply. As indicated in our earlier response, Qwest was not able to determine from your request whether Eschelon in fact intended to change the service offering Qwest currently provides Eschelon.

Though I am sure you must already have a copy of the McLeod Amendments by the nature of your request, I can send you a copy of the Amendments if you would like. If you compare those Amendments to your current Agreements, you will readily see numerous differences.

I suggest that after you have reviewed the agreements, and assuming you wish to continue to pursue the opt-in request, we would be happy to set up a call to discuss the specific issues of your request. Once again, please contact Larry Christensen, Director – Interconnection Agreements, on 303-896-4686 to initiate a meeting.

Sincerely yours,


Blair Rosenthal
Corporate Counsel

[Code of Federal Regulations]
[Title 47, Volume 3]
[Revised as of October 1, 2002]
From the U.S. Government Printing Office via GPO Access
[CITE: 47CFR51.809]

[Page 61-62]

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION (CONTINUED)

PART 51--INTERCONNECTION--Table of Contents

Subpart I--Procedures for Implementation of Section 252 of the Act

Sec. 51.809 Availability of provisions of agreements to other telecommunications carriers under section 252(i) of the Act.

(a) An incumbent LEC shall make available without unreasonable delay to any requesting telecommunications carrier any individual interconnection, service, or network element arrangement contained in any agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement. An incumbent LEC may not limit the availability of any individual interconnection, service, or network element only to those requesting carriers serving a comparable class of subscribers or providing the same

[[Page 62]]

service (i.e., local, access, or interexchange) as the original party to the agreement.

(b) The obligations of paragraph (a) of this section shall not apply where the incumbent LEC proves to the state commission that:

(1) The costs of providing a particular interconnection, service, or element to the requesting telecommunications carrier are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement, or

(2) The provision of a particular interconnection, service, or element to the requesting carrier is not technically feasible.

(c) Individual interconnection, service, or network element arrangements shall remain available for use by telecommunications carriers pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection under section 252(f) of the Act.