

**EXHIBIT 3 TO ESCHELON'S RESPONSE TO ARBITRATION PETITION
EXAMPLES OF FORMAT DIFFERENCES - PROPOSED ICA**

Example 1: Section 6.6.4 of the Proposed Interconnection Agreement ("ICA")

FROM PROPOSED ICA USED THROUGHOUT ICA NEGOTIATIONS (ESCHELON EX. 2):

"OPEN – Eschelon proposed – Qwest does not agree

6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the TIC charge. No charges shall apply if CLEC indicates trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat ~~CLEC dispatch~~trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8."

FROM QWEST'S NEW, UNREVIEWED FORMAT (QWEST EX. 2):

"ESCHELON PROPOSED LANGUAGE

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Example 2: Section 8.2.3.9 of the Proposed Interconnection Agreement

FROM PROPOSED ICA USED THROUGHOUT ICA NEGOTIATIONS (ESCHELON EX. 2):

“OPEN – Eschelon proposed; Qwest cannot agree

8.2.3.9 Qwest will determine and notify CLEC, in the manner described below, within ten (10) Days of CLEC submitting its Collocation application if Qwest believes CLEC’s listed equipment does not comply with NEBS Level 1 safety standards or is in violation of any Applicable Laws or regulations, all equally applicable to Qwest. If CLEC disagrees, CLEC may respond with the basis for its position within ten (10) Days of receipt of such notice from Qwest. If, during installation, Qwest determines CLEC activities or equipment other than those listed in the Collocation application do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work related to the activities or equipment at issue until the situation is remedied or CLEC demonstrates that Qwest’s determination was incorrect. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC’s equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere immediately with the performance of Qwest’s service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC’s expense. If time permits, Qwest shall first provide CLEC a meaningful opportunity to respond and, if necessary, remedy the situation. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.”

FROM QWEST’S NEW, UNREVIEWED FORMAT (QWEST EX. 2):

“ESCHELON PROPOSED LANGUAGE

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requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere immediately with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. If time permits, Qwest shall first provide CLEC a meaningful opportunity to respond and, if necessary, remedy the situation. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

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NOTE: Neither Section 6.6.4 nor Section 8.2.3.9 have any state-specific differences. Eschelon's Exhibit 2 is exactly how the language appears in the multi-state proposed interconnection agreement prepared by Qwest and used throughout Eschelon-Qwest negotiations (*i.e.*, the base document for Eschelon Exhibit 2, for which state-specific language from states other than Washington has been removed).