
CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing.

1. PARTIES *Requesting Carrier* *Affected Carrier*

Name: _____
Address: _____

2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:

Name: _____ Phone: _____
Address: _____ Fax: _____
_____ E-Mail: _____

3. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

_____ Adoption: Adopts interconnection agreement previously approved by the Commission.
Parties to prior agreement _____ & _____
Approved in Docket ARB _____, Order No(s). _____

Does filing adopt amendments to base agreement previously approved by the Commission?

_____ NO

_____ YES, approved in Docket ARB _____, Order No(s). _____

_____ New Agreement: Seeks approval of new negotiated agreement.

Does this filing replace an agreement between the same parties that was previously approved by the Commission?

_____ NO

_____ YES, approved in Docket ARB _____, Order No(s). _____

_____ Amendment: Amends an existing carrier-to-carrier agreement.

If the original agreement was negotiated, has it been approved by Commission?

_____ NO, decision pending in Docket ARB _____

_____ YES, approved in Docket ARB _____, Order No(s). _____

 If original agreement was an adoption, what was its docket number? Docket ARB _____

_____ Other: Please explain.

**Amendment re: Local Interconnection Service ("LIS") Trunking Charges
To the Interconnection Agreement
between
Eschelon Telecom of Oregon, Inc.
and
Qwest Corporation**

This Amendment ("Amendment") is made and entered into by and between Eschelon Telecom of Oregon, Inc. ("Eschelon") and Qwest Corporation, (formerly known as U S WEST Communications, Inc.) ("Qwest"). Eschelon and Qwest may be referenced through this Amendment individually as the "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Eschelon and Qwest entered into an Interconnection Agreement, for service in the state of Oregon, that was approved by the Oregon Public Utility Commission ("Commission") on February 8, 2000, as referenced in Docket No. ARB-199 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein; and

WHEREAS, this Amendment supercedes any previously executed Amendment with respect to the subject matter of this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is amended to add the following provision regarding mutual charges related to Local Interconnection Service ("LIS") trunking:

1. **LIS Trunking Charges.** Notwithstanding anything contained in this Agreement to the contrary, effective January 1, 2001, neither Party will charge the other Party any recurring or non-recurring charges for LIS trunking services, such as (but not limited to) Entrance Facilities, Expanded Interconnection Channel Terminations (EICTs), Direct Trunk Transport (DTT), multiplexing, or mileage charges, for two-way trunks between Eschelon and Qwest. The terms of this Paragraph apply for all of these services in aggregate. The foregoing agreement does not apply to any such services individually. Further, this agreement is entered into only based upon the ratio described in Paragraph 2 of this Amendment. The foregoing agreement regarding LIS trunking charges shall not apply to one-way trunks to provision ancillary services such as (but not limited to) E911 Service or Directory Assistance, nor shall it apply to LIS trunking co-mingled with other services such as Special Access Service or Unbundled Network Elements (UNEs).

2. **Conditions Limiting Scope of Amendment.** Paragraph 1 of this Amendment is based upon the existing characteristics of Eschelon's network. As of July 2001, the ratio of Eschelon-provided LIS trunk transport to Qwest-provided LIS trunk transport to the Point of Interconnection ("POI"), including Direct End Office Trunks ("DEOTs") and local and toll tandem trunk groups, is approximately eleven (11) to one (1). Qwest shall have the right to audit, at its own expense, the supporting data and documentation respecting such ratio, and Eschelon agrees to provide Qwest reasonable access to such data and documentation necessary to conduct such audit. As Eschelon continues to build out its network, it anticipates that this ratio may move to approximately eight (8) to one (1). Qwest and Eschelon agree that, if this ratio falls below 8-1, either Party may, at its option, on thirty days written notice, terminate the provisions of Paragraph 1 of this Amendment, and the Parties agree to negotiate in good faith regarding charges for two-way LIS trunking based on then existing law and practices.

Effective Date


This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment as of January 1, 2001, and, unless terminated as provided herein, will continue to be effective in this Agreement or in future Agreements until December 31, 2005.

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 of Oregon, Inc.



Signature

Richard A. Smith

Name Printed/Typed

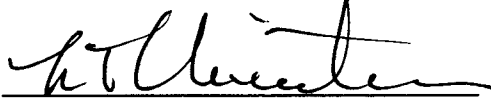
President and COO

Title

November 23, 2001

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

12/4/01

Date