

DIVIDER

**STATE OF NORTH DAKOTA
INFORMATION TECHNOLOGY DEPARTMENT
SFN 2053 (4-2002)**

PU-1654-00-154

**FIRSTEL, Inc./U S WEST Communications, Inc.
Interconnection Agreement Amendment**

Application

Filed 4/5/2000

Closed 5/22/2000

00

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Thursday, November 16, 2000 1:13 PM
To: Geiger, Gloria A.; Scott, Sandi L.
Subject: Money Received.....

Case No. PU-2331-00-332
IPVoice Communications, Inc. (pd by Elizabeth Israel Advertising Agency)
\$263.85

Case No. PU-1654-00-154
FirsTel, Inc. (pd by Ionex Telecommunications)
\$107.54

16 **PU-1654-00-154** Pages: 0

\$107.54 received

by FIRSTEL, Inc./U S WEST Communications, Inc.

11/16/2000

CC: Comm Legal Ilona Jerry

Scott, Sandi L.

From: Bauske, Shelly A.

Sent: Wednesday, August 09, 2000 2:31 PM

To: Scott, Sandi L.

Subject: Money Received.....

Case No. PU-1762-00-189 - Qwest - \$98.50

Case No. PU-2038-00-237 - Qwest - \$158.85

✓ Case No. PU-1654-00-154 - Qwest - \$107.54

Case No. PU-2146-00-153 - Qwest - \$107.53

Case No. PU-2041-00-190 - Qwest - \$98.50

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Pages: 0

08/09/2000

U S WEST Communications

\$107.54 received

CC: Comm Legal Ilona Jerry .



Public Service Commission
State of North Dakota

600 E Boulevard Ave. Dept. 408
Bismarck, North Dakota 58505-0480
e-mail: sab@oracle.psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

COMMISSIONERS

Bruce Hagen
President
Susan E. Wefald
Leo M. Reinbold

Executive Secretary
Jon H. Mielke

August 2, 2000

Mr. Scott Macintosh
U S WEST Communications
200 N 5th Street
Bismarck, ND 58501

Sue E. Weiske, Esp.
General Counsel
Ionex Telecommunications, Inc.
5710 LBJ Freeway, Suite 215
Dallas, TX 75240

RE: Case No. PU-1654-00-154
FirsTel, Inc./U S WEST
Interconnection Agreement-Amendment
Application

Enclosed is a copy of the statement approved at the August 2, 2000 Public Service Commission meeting for the expenses incurred to date in Case No. PU-1654-00-154.

Under N.D.C.C. 49-21-01.7, these expenses are billed through the Valuation Fund and must be paid for by the Telecommunications Company involved.

Please make your check payable to the Public Service Commission, Federal Tax ID 45-0309764.

Sincerely,

Gloria Geiger
Administrative Assistant
701-328-2401
Enc.

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Pages: 2

08/02/2000

Public Service Commission

Statement and Motion for costs incurred

CC: Comm Legal Ilona Jerry

MOTION

August 2, 2000

APPROVED:
DATE: 8-2-00
KMF

FirsTel, Inc./U S WEST
Interconnection Agreement-Amendment
Application

PU-1654-00-154

I move the Commission bill: U S WEST Communications and FirsTel, Inc.
in the total amount of \$215.08 for costs incurred in PU-1654-00-154, FirsTel/U S
WEST, Interconnection Agreement-Amendment, Application.

Advertising Services

U S WEST	\$107.54
FirsTel, Inc.	\$107.54

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

FirsTel, Inc./U S WEST
Interconnection Agreement-Amendment
Application

Case No. PU-1654-00-154

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **21st day of June, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order

The envelopes were addressed as follows:

Sue Weiske
Ionex Telecommunications Inc
5710 LBJ Freeway Ste 215
Dallas TX 75240
Cert. No. 7099 3220 0002 84676 7848

John Munn
U S West Communications
1801 California St Rm 5100
Denver CO 80202
Cert. No. 7099 3220 0002 8476 7855

Sharon Helbling further deposes and says that on the **21st day of June, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

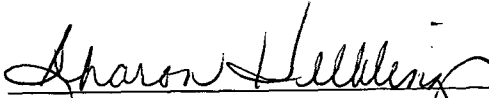
Scott Macintosh
U S WEST
P O Box 5508
Bismarck ND 58502-5508

Dir-Interconnection Compliance
U S WEST
1801 California St Rm 2410
Denver CO 80202

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **21st day of June, 2000**.

SEAL





Notary Public



PU-1654-00-154

Copies To:

State Library (8 copies)

Historical Society

Associated Press

MOTION

June 20, 2000

**FirsTel, Inc./U S WEST
Interconnection Agreement-Amendment
Application**

Case No. PU-1654-00-154

I move the Commission adopt the Order Approving Interconnection Agreement Amendments in the applications of U S WEST Communications, Inc. for approval of a negotiated amendment and second amendment to its interconnection agreement with FirstTel, Inc., Case No. PU-1654-00-154.

JRL/sdh

000154-5.doc

APPROVED:
DATE: 6-20-00
Cam

12 **PU-1654-00-154**
06/20/2000
Public Service Commission
Motion

Pages: 1

CC: Comm Legal Illona Jerry .

STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

**FirsTel, Inc./U S WEST
Interconnection Agreement-Amendment
Application**

Case No. PU-1654-00-154

ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENTS

June 20, 2000

On April 5, 2000, U S WEST Communications, Inc. (U S WEST) filed an application for approval of a negotiated first amendment to its interconnection agreement with FirsTel, Inc. The amendment adds terms, conditions and rates to access certain pre-existing combinations of unbundled network elements in accordance with a November 5, 1999 Federal communication Commission order and related federal regulations.

On April 12, 2000, U S WEST filed an application for approval of a negotiated second amendment to its interconnection agreement with FirsTel, Inc. This second amendment would replace section 8 of the original agreement, which addresses rates, terms and conditions for collocation of facilities.

These amendments were filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) adopted by negotiation if it finds that:

1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience; and necessity.

In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253.

Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

On April 26, 2000, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive written comments on the agreement amendments until May 30, 2000. No comments have been received.

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Pages: 2

06/20/2000

Public Service Commission

Order Approving Interconnection Agreement
Amendments

CC: Comm Legal Ilona Jerry .

The Commission has reviewed the amended agreement and finds that it has not been shown to discriminate against a telecommunications carrier that was not a party to the agreement. The Commission further finds that implementation of the amended agreement has not been shown to be inconsistent with the public interest, convenience and necessity.

Order

The Commission orders:

1. The interconnection agreement amendment and second amendment negotiated between FirstTel, Inc and U S WEST filed with the Commission on April 5, 2000 and April 12, 2000, are APPROVED.
2. The Commission retains continuing jurisdiction over the amended agreement at all times.
3. Notice of any changes to the amended agreement must be filed promptly with the Commission.
4. The amended agreement must not be assigned, assumed or otherwise transferred without the approval of the Commission.
5. Each party to the amended agreement shall respond reasonably and in good faith to the other party's requests to implement the agreement.

PUBLIC SERVICE COMMISSION



Susan E. Wefald
Commissioner



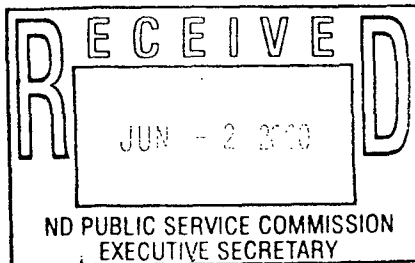
Bruce Hagen
President



Leo M. Reinbold
Commissioner

Affidavit of Publication

State of North Dakota)
County of Burleigh)



Laurie Thiel, being duly sworn, state as follows:

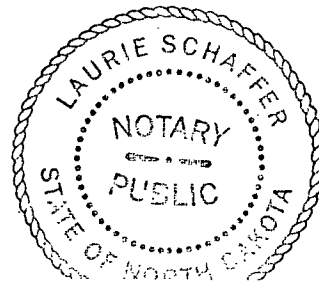
1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
2. The newspapers listed on the exhibits published the advertisement of:
DSLnet / Firstel, 1 time(s)
as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Signed: Laurie Thiel

Subscribed and sworn to before me this 16th day of May, A.D. 2000.

Laurie Schaffer

LAURIE SCHAFFER
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires DEC. 1, 2005



8 PU-2146-00-153 Pages: 11
06/02/2000
North Dakota Advertising Service, Inc.
Affidavit of Publication

✓ 10 PU-1654-00-154 Pages: 11
06/02/2000
North Dakota Advertising Service, Inc.
Affidavit of Publication

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

DSLnet Communications, LLC/U S WEST
Interconnection Agreement-Amendment
Application

Case No. PU-2146-00-153

FirsTel, Inc./U S WEST
Interconnection Agreement-Amendment
Application

Case No. PU-1654-00-154

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **27th day of April, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

Wendy Bluemling
DSLnet Communications, LLC
545 Long Wharf Dr 5th Fl
New Haven CT 06511
Cert. No. Z324 719 690

Sue Weiske
Ionex Telecommunications Inc
5710 LBJ Freeway Ste 215
Dallas TX 75240
Cert. No. Z324 719 691

John Munn
U S West Communications
1801 California St Rm 5100
Denver CO 80202
Cert. No. Z324 719 692

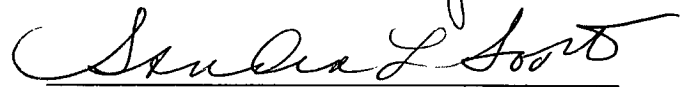
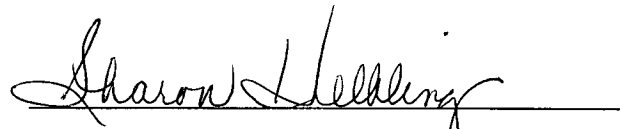
Sharon Helbling further deposes and says that on the **27th day of April, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

Scott Macintosh
U S WEST
P O Box 5508
Bismarck ND 58502-5508

Dir-Interconnection Compliance
U S WEST
1801 California St Rm 2410
Denver CO 80202

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **27th day of April, 2000**.



Notary Public

SEAL

SANDRA L. SCOTT
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JUNE 11, 2004

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

DSLnet Communications, LLC/U S WEST
Amended Interconnection Agreement
Application

Case No. PU-2146-00-153

FirsTel, Inc./U S WEST
Amended Interconnection Agreement
Application

Case No. PU-1654-00-154

AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **27th day of April, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, each containing a photocopy of:

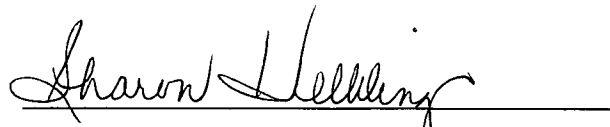
Notice of Opportunity to File Written Comments


The envelopes were addressed as follows:

See Attached List

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **27th day of April, 2000**.





SANDRA L. SCOTT
Notary Public
Notary Public
My Commission Expires JUNE 11, 2004

SEAL

PU-2146-00-153

Copies To:

State Library (8 copies)

Historical Society

Associated Press

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New York NY 10013

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Jerry Chapman
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Minneapolis MN 55403-0343

jtmgr@bektel.com
Jerome Tishmack
BEK Communications Cooperative
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Steele ND 58482-0230

ken@staff.ctctel.com
L Dan Wilhelmson
Consolidated Comm Networks Inc
PO Box 1077
Dickinson ND 58601-1077

ken@staff.ctctel.com
L Dan Wilhelmson
Consolidated Telephone Cooperative
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Dickinson ND 58601-1077

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Neil Schmid
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cooperstown@mlgc.com
Ray Brown
Griggs County Telephone Company
Cooperstown ND 58425

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Dana Wilson
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8647 wurzbach Rd #M-1
San Antonio TX 78240-1245

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Accent Communications Inc
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Sheryl Massey
Basin Electric Power Coop
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Bismarck ND 58501-0564

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Jerome Tishmack
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Steven Katka
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Ada MN 56510

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Abercrombie ND 58001-0136

mbrestel@ndak.net
Marcia Burckhard
Reservation Telephone Cooperative
Parshall ND 58770

pagndta@btigate.com
Patricia Gisinger
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Keith Anderson
Valley Communications Inc
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Nome ND 58062

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Tony Susak
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Wolverton MN 56594

Neil Talbot
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New York NY 10013

Myer Shark
2277 Gene Autry Tr Unit C
Palm Springs CA 92264

Myer Shark
Knollwood Place Apts #221
3630 Phillips Pkwy
St Louis Park MN 55426

Ann Faught
Absaraka Co-op Tele Co
Absaraka ND 58002

ACN Communications Services Inc
32991 Hamilton Ct
Farmington Hills MI 48334

Mark Waind
Altru Health System
1200 South Columbia Rd
Grand Forks ND 58201

John Summers
AmeriTel Pay Phones Inc
180 Northwest Oldham Pkwy
Lee's Summit MO 64081

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

Leeann Brunnette
AT&T
321 E Walnut St
Des Moines IA 50309

Jack Medaris
Atlas Communications LTD
484 Norristown Rd Ste 123
Blue Bell PA 19422

Dorothy Jones
Bell Atlantic Communications Inc
1320 N Courthouse Rd 9th Fl
Arlington VA 22201

Bethany Management Services Inc
201 South University Dr
Fargo ND 58103

Jennifer Whitley
Business Discount Plan Inc
3780 Kilroy Arpt Wy
Long Beach CA 90806

Rachel Rothstein
Cable & Wireless Comm Inc
8219 Leesburg Pike
Vienna VA 22182

Scott Geston
Cable One of Fargo
P O Box 10624
Fargo ND 58106-0624

Choctaw Communications Inc
1600 Viceroy
Dallas TX 75235

Robert Fallan
Coast International
14303 W 95th St
Lenexa KS 66215-5210

Comcast Telecommunications
1500 Market St
Philadelphia PA 19102

Molli Harper
Commnet Cellular Inc
8350 E Crescent Pkwy Ste 400
Englewood CO 80111

Murray Barr
Competitive Strategies Group Inc
70 East Lake St 7th Fl
Chicago IL 80112

D D D Calling Inc
5120 Woodway Ste 8020
Houston TX 77056

Robert Hill
Dakota Central Telecom I
PO Box 299
Carrington ND 58421-0299

Dickey Rural Communications Inc
PO Box 69
Ellendale ND 58436-0069

Easton Telecom Services Inc
4646 W Streetsboro
Richfield OH 44286

Excel Communications Inc
P O Box 650582
Dallas TX 75265

Lawrence Freedman
Fleischman & Walsh
1400 16th ST NW
Washington DC 20036

Ronald Rodemerk
Frontier Comm International
180 S Clinton Ave
Rochester NY 14646-0500

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

HJN Telecom Inc
3235 Satellite Blvd Bldg 400 Ste 300
Duluth GA 30096

Elaine McHale
Concert Communications Sales LLC
295 N Maple Ave Rm 5463A2
Basking Ridge NJ 07920

Robert Hill
Dakota Central Tele Coop
PO Box 299
Carrington ND 58421-0299

Darcy Delaney
DavelTel Inc
10120 Windhorst Rd
Tampa FL 33619

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

Eclipse Communications Corp
2001 NW Sammamish Rd #100
Issaquah WA 98027

Sue Weiske
FirstTel Inc
5710 LBJ Frwy Ste 215
Dallas TX 75240

Framco Inc
P O Box 388
Fargo ND 58107

Craig Brewerton
Geo Economics
PO Box 4272
Missoula MT 59806-4272

Group Long Distance Inc
6600 N Andrews Ave Ste 140
Ft Lauderdale FL 33309

IdeaOne Telecom Group LLC
3239 39th St SW
Fargo ND 58104

Innovative Telecom Corp
1740 Massachusetts Ave
Boxborough MA 01719-2209

Larry Barnes
IXC/SSC-Regulatory Affairs
1122 S Capital of TX Hwy
Austin TX 78746-6426

LCI International Telecom Corp
4650 Lakehurst Ct
Dublin OH 43017

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

Randy Valoue
Long Distance International Inc
4150 SW 28th way
Ft Lauderdale FL 33312

MCImetro Access Transmission Services
1801 Pennsylvania Ave NW
Washington DC 20006

Carolyn Fodor
MIDCOM Communications Inc
26913 Northwestern Hwy #165
Southfield MI 48034

Mid-Rivers Telephone Coop Inc
P O Box 280
Circle MT 59215

Mark wilhelmi
Midstate Telephone Co
PO Box 400
Stanley ND 58784-0400

Mike Strand
MITS
PO Box 5237
Helena MT 59604-5237

Nanette Edwards
ITC DELTACOM INC
4092 Memorial Pkwy SW
Huntsville AL 35802-1382

Thomas K Crowe
Law Offices of Thomas K Crowe PC
2300 M St NW Ste 800
Washington DC 20037

LDM Systems Inc
430 Park Ave 5th Fl
New York NY 10022

Jan Lowe
Long Dist Consolidated Billing Co
145 S Livernois Rd #199
Rochester MI 48307-1837

Marilyn Foss
MCI WorldCom Inc
707 17th St Ste 3600
Denver CO 80202

McLeodUSA
P O Box 3177
Cedar Rapids IA 52406-3177

Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

Gordon wilhelmi
Midstate Communications Inc
PO Box 400
Stanley ND 58784-0400

Minnesota Independent Equal Access
Corp
10300 6th Avenue N
Plymouth MN 55441

MVX Communications LLC
100 Rowland Way Ste 145
Novato CA 94945

Dave Crothers
NDATC
Box 1144
Mandan ND 58554-1144

Sharon Meinhart
NetLogix Telecom Inc
501 Bath St
Santa Barbara CA 93101

Nextel West Corp
2001 Edmund Halley Dr
Reston VA 20191-3436

Holly Sasscer
Operator Communications Inc
3530 Forest Ln Ste 200
Dallas TX 75234-7910

Pamcomm
P O Box 5200
Sioux Falls SD 57117-5200

David Bryson
Phoenix Network Inc
555 17th St
Denver CO 80202

Jan Sebby
Pringle and Herigstad P C
PO Box 1000
Minot ND 58702-1000

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

RCN Long Distance Company
105 Carnegie Ctr
Princeton NJ 08540

Skyland Technologies Inc
P O Box 5237
Helena MT 59604-5237

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

Net-tel Corporation
1023 31st St NW
Washington DC 20007

Dave Dircks
North Dakota Telephone Company
PO Box 180
Devils Lake ND 58301-0180

Patrick Delaney
Overlook Communications International
3125 North Meadow Pkwy #S110
Roswell GA 30076

Bryan Engle
Parcel Consultants Inc
150 Commerce Rd
Cedar Grove NJ 07009

Primus Telecommunications Inc
1700 Old Meadow Rd 3rd Fl
McLean VA 22102

Quintelco Inc
1 Blue Hill Plaza
Pearl River NY 10965

Dean Polkow
RCC Network Inc
PO Box 2000
Alexandria MN 56308-2000

Gene Sloan
Reservation Telephone Cooperative
Parshall ND 58770

Lisa Dabkowski
SNET America Inc
6 Devine St 1st Fl
North Haven CT 06743

Andrew Jones
Sprint
8140 Ward Pkwy Flr 5E
Kansas City MO 64114

Randy Burckhard
SRT Communications Inc
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Minot ND 58702-0789

Harris Saele
T P C Inc
PO Box 180
Devils Lake ND 58301-0180

Target Telecom Inc
1515 S Federal Hwy Ste 400
Boca Raton FL 33432-7451

Regulatory Analyst
Technologies Management Inc
PO Drawer 200
Winter Park FL 32790-0200

Thomas Cirrito
Telco Communications
1100 Wilson Blvd Ste 1425
Arlington VA 22209-2297

Jack Medaris
Telco Partners Inc
484 Norristown Rd Ste 123
Blue Bell PA 19422

Al Bosch
Tele-Beep Company
PO Box 7072
Bismarck ND 58502-7072

Tele-Tech Inc
2900 W 11th St
Sioux Falls SD 57104-3660

Liz Petroni
Teltrust Comm Services Inc
6322 S 3000 East
Salt Lake City UT 84121

T-Netix Inc
67 Inverness Drive E
Englewood CO 80112

Kenneth Carlson
Turtle Mountain Communications
PO Box 729
Langdon ND 58249-0729

Judy Pepler
U S WEST Communications Inc
PO Box 5508
Bismarck ND 58502-5508

Tim Kunkelman
U S WEST Communications Inc
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Denver CO 80202

Dick Boyer
U S West Interprise America Inc
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Denver CO 80202

Giuseppe Vitale
UKI Communications Inc
500 N Rainbow Blvd Ste 300
Las Vegas NV 89107

Sam Billingsley
United States Advanced Network Inc
3000 Nrothwoods Pkwy Ste 140
Norcross GA 30071

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

Dennis Houston
Universal Network Services of ND
1572 North Batavia St Ste 1A
Orange CA 92867

Telecomm Dept
University of North Dakota
Box 8193
Grand Forks ND 58202-7141

USBG Inc
5601 W 120th St
Alsip IL 60658

Val-Ed Joint Venture LLP
150 2nd St SW
Perham MN 56573

Robert Barfield
West River Communications Inc
PO Box 467
Hazen ND 58545-0467

Robert Barfield
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

Thomas Bandenburg
USN Communications Long Dist Inc
10 S Riverside Plaza Ste 401
Chicago IL 60606

Randy Houdek
Venture Communications Inc
PO Box 157
Highmore SD 57345-0157

Doris Cooper
West River Long Distance Co
PO Box 467
Hazen ND 58545-0467

Z-Tel Communications Inc
601 S Harbour Island Blvd Ste 220
Tampa FL 33602-5925

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Wednesday, April 26, 2000 11:41 AM
To: 'ndna'
Subject: Attached Notices

Please have the attached Notices published as legal publications in the next issue of the ten North Dakota daily newspapers. Please run it as a "News Item Only" article as well.

Send the bill to the Public Service Commission along with a tear sheet for billing purposes.

If you have any questions, please call me at 701-328-4076.

Thank you.

Sharon Helbling

1.doc

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7 **PU-1654-00-154** Pages: 1
04/27/2000
Public Service Commission
Notice e-mailed to NDNA requesting
publication

CC: Comm Legal Ilona Jerry .

MOTION

April 26, 2000

**DSLnet Communications, LLC/U S WEST
Interconnection Agreement-Amendment
Application**

Case No. PU-2146-00-153

**FirsTel, Inc./U S WEST
Interconnection Agreement-Amendment
Application**

Case No. PU-1654-00-154

I move the Commission issue a Notice of Opportunity to File Written Comments in the above Interconnection Agreement Amendment Applications, Case Nos. PU-2146-00-153 and PU-1654-00-154.

JRL/sdh

000154-2.doc

6 **PU-1654-00-154**
04/26/2000
Public Service Commission
Motion

Pages: 1

CC: Comm Legal Illona Jerry .

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**DSLnet Communications, LLC/U S WEST
Interconnection Agreement-Amendment
Application**

Case No. PU-2146-00-153

**FirsTel, Inc./U S WEST
Interconnection Agreement-Amendment
Application**

Case No. PU-1654-00-154

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

April 26, 2000

On April 5, 2000, in Case No. PU-1654-00-154, U S WEST Communications, Inc. (U S WEST) filed an application for approval of a negotiated first amendment to its interconnection agreement with FirsTel, Inc.

Also on April 5, 2000, in Case No. PU-2146-00-153, U S WEST filed for approval of a negotiated second amendment to its interconnection agreement with DSLnet Communications, LLC.

These amendments add terms, conditions and rates to access certain pre-existing combinations of unbundled network elements in accordance with a November 5, 1999 Federal communication Commission order and related federal regulations.

On April 12, 2000, in Case No. PU-1654-00-154, U S WEST filed an application for approval of a negotiated second amendment to its interconnection agreement with FirsTel, Inc. This second amendment would replace section 8 of the original agreement, which addresses rates, terms and conditions for colocation of facilities.

These agreements were filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) adopted by negotiation if it finds that:

1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

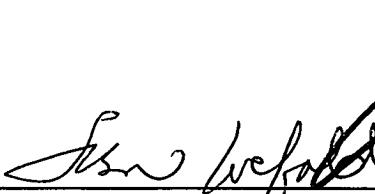


In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253.

Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

The Commission will receive written comments on these Interconnection Agreements until May 30, 2000.

For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Jon Mielke, Executive Secretary, at least 24 hours prior.

PUBLIC SERVICE COMMISSION

		
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Susan E. Wehald Commissioner	Bruce Hagen President	Leo M. Reinbold Commissioner

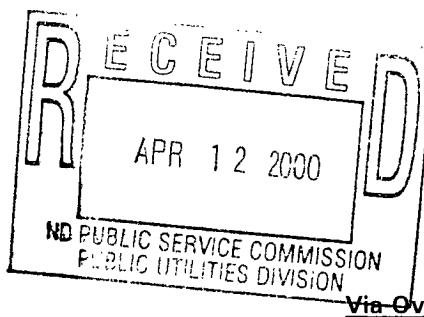
U S WEST, Inc.
7800 E. Orchard Road, Suite 250
Englewood, Colorado 80111
(303) 793-6605-Phone
(303) 793-6633-Fax
kxmacne@uswest.com

Kristine B. Macneal
Contract Administrator

Contract Development
and Services

Law Department

April 11, 2000



Via Overnight Delivery

Mr. Jon H. Mielke, Executive Secretary
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

**Re: Filing of Second Amendment to the Wireline Agreement between
U S WEST Communications, Inc. and FirsTel, Inc.**

Dear Mr. Mielke:

Enclosed for filing is an original and seven (7) copies of the Second Amendment to the Interconnection Agreement (the "Amendment") between FirsTel, Inc. ("FirsTel") and U S WEST Communications, Inc. ("U S WEST"). This Amendment was reached through voluntary negotiation between U S WEST and FirsTel. This Second Amendment replaces, in its entirety, Section 8 with regards to Collocation. This Amendment supplements the original interconnection agreement between FirsTel and U S WEST which was approved by the Commission on January 27, 1999, in Case No. PU-1997-98-558. Pursuant to the terms of the Amendment, the parties are requesting the Commission expedite its review and approval.

Also enclosed is an extra copy of this letter. Please date stamp the extra copy and return it to me in the enclosed self-addressed stamped envelope. Please send any and all correspondence regarding this matter to the undersigned. Thank you for your cooperation and assistance in this matter. Please feel free to contact me at (303) 793-6605 should you have any questions.

Yours truly,

Enclosures

cc: Sue Weiske, General Counsel
Ionex Telecommunications, Inc.
5710 LBJ Freeway, Suite 215
Dallas, TX 75240



4 **PU-1654-00-154**

Pages: 2

04/12/2000

U S WEST Communications by Kristine Macneal
Letter re Filing of Second Amendment to the
Wireline Agreement

CC: Comm Legal Ilona Jerry

U S WEST, Inc. Law Department
Counsel, Interconnection
1801 California Street, 51st Floor
Denver, Colorado 80202

Scott A. Macintosh
Manager - Public Policy
U S WEST Communications, Inc.
220 N 5 Street
Bismarck, ND 58506

**AMENDMENT TWO
TO THE
ARBITRATED INTERCONNECTION AGREEMENT
BETWEEN**

**ADVANCED COMMUNICATIONS GROUP, INC.
AND
U S WEST COMMUNICATIONS, INC.**

FOR THE STATE OF NORTH DAKOTA

FIRSTEL, Inc. ("FIRSTEL") and U S WEST Communications, Inc. ("USW") enter into this Amendment No. Two ("Amendment") to the arbitrated Interconnection Agreement between Advanced Communications Group, Inc. ("ACG") and USW ("Interconnection Agreement"). This Amendment shall be deemed effective as of the date of its approval by the North Dakota Public Service Commission ("Commission").

WHEREAS, ACG and USW entered into the Interconnection Agreement which was approved by the Commission effective January 27, 1999; and

WHEREAS, ACG assigned all of its rights in the Interconnection Agreement to its wholly owned subsidiary, FIRSTEL, with final approval of such assignment by the Commission on November 16, 1999, in Docket No. PU-2182-99-540; and

WHEREAS, FIRSTEL and USW now desire to amend the Interconnection Agreement.

NOW, THEREFORE, FIRSTEL and USW agree to amend the Interconnection Agreement by:

1. Replacing in its entirety Section 8, "Collocation," in the Interconnection Agreement by incorporating and making a part hereof the following attached Part D.

Except as modified herein, all terms and conditions of the Interconnection Agreement and any previous amendments shall remain in full force and effect.

FIRSTEL, Inc.

Sue E Weiske
Signature

Sue E Weiske
Name Printed/Typed

Sue E. Weiske, Esq.
General Counsel
Ionex Telecommunications, Inc.
5710 LBJ Freeway, Suite 215
Dallas, TX 75240

3/30/00
Date

U S WEST Communications, Inc.

Elizabeth J. Stamp
Signature

Elizabeth J. Stamp
Name Printed/Typed

Director - Interconnect

Title

04/04/00
Date

PART D - COLLOCATION

(D)1. Description

(D)1.1 FIRSTEL may collocate any type of equipment necessary for Interconnection or access to Unbundled Network Elements. Collocation includes the leasing to FIRSTEL of physical space in a USW Wire Center, as well as the use by FIRSTEL of power, heating, ventilation and air conditioning (HVAC); and cabling in USW's Wire Center. Collocation also allows FIRSTEL to access InterConnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and ancillary services. There are five (5) types of Collocation available – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical and InterConnection Distribution Frame Collocation. Other forms of legally authorized Collocation may be requested through the BFR Process.

(D)1.1.1 Virtual Collocation

A Virtual Collocation arrangement, requires FIRSTEL to purchase and deliver to USW FIRSTEL's own equipment for USW to install and maintain in USW's Wire Center. FIRSTEL does not have physical access to its equipment in the USW Wire Center. NEBS3 safety standards are required.

(D)1.1.2 Caged Physical Collocation

Caged Physical Collocation allows FIRSTEL to lease caged floor space in square foot increments up to 400 square feet for placement of its equipment within USW's Wire Center. Requests for space in excess of 400 square feet will be considered on an individual case basis. FIRSTEL is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required within the cage. NEBS1 safety standards are required.

(D)1.1.3 Cageless Physical Collocation

Cageless Physical Collocation is a non-caged area within a USW Wire Center. Space will be made available in single frame bay increments. The security measures for the floor area will be no less than the measures already taken for U S WEST. The minimum square footage is nine (9) square feet per bay. Space will be provided utilizing USW standard equipment bay configurations in which FIRSTEL can place and maintain its own equipment. FIRSTEL is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross-connections required within FIRSTEL's leased collocation space. NEBS3 safety standards are required.

(D)1.1.4 Shared Space Caged Physical Collocation

Shared Space Caged Physical Collocation allows two or more CLECs to share a single collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement, and another CLEC, pursuant to the terms of its approved interconnection agreement, may share use of that space, in accordance with terms and conditions agreed to between the two (2) CLECs. USW will prorate the charge for site conditioning and preparation undertaken by USW to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC based on the percentage of the total space utilized by that CLEC. USW shall not place unreasonable restrictions on FIRSTEL's use of a collocation cage, such as limiting FIRSTEL's ability to contract with other CLECs to share FIRSTEL's collocation cage in a sublease-type arrangement. In addition, if two or more CLECs who have interconnection agreements with USW utilize a shared collocation arrangement, USW shall permit each CLEC to order UNEs to and provision service from that shared collocation space, regardless of which CLEC was the original collocator. NEBS1 safety standards are required.

(D)1.1.5 Interconnection Distribution Frame (ICDF) Collocation

Where FIRSTEL does not require its equipment to be placed in a USW Central Office, but wishes only to combine USW UNEs, ICDF Collocation is available.

ICDFs are shared cross-connect devices used by USW and CLECs alike. USW will determine the appropriate cross-connect device upon which FIRSTEL terminations will be placed (DS0, DS1, DS3, and OCn).

FIRSTEL may combine UNEs. The combination of the UNEs shall be completed at the appropriate USW cross-connect device. Such devices will be located within USW Central Offices for common or dedicated usage. The cross-connect devices accommodate DS0, DS1, DS3 and OCn terminations. Tie cable arrangements between the various USW distribution frames may be required and will be provided in a nondiscriminatory manner.

(D)2. Terms and Conditions

(D)2.1 Terms and Conditions - All Collocation

(D)2.1.1 With respect to any technical requirements or performance standards specified in this Section, USW shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.

(D)2.1.2 FIRSTEL will only collocate equipment that is necessary for interconnection or access to unbundled network elements, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. FIRSTEL may not collocate equipment that is not necessary for either access to UNEs or for interconnection, such as equipment used exclusively for switching or for enhanced services. USW will permit collocation of any equipment required by law, unless USW can establish that the equipment will not be actually used by FIRSTEL for the purpose of obtaining interconnection or access to unbundled network elements. For purposes of this Section, the term "necessary" shall have the meaning contained in effective federal or state rules, regulations, or decisions from any court or regulatory commission having jurisdiction over these matters.

(D)2.1.3 Where available, FIRSTEL may purchase USW's finished Private Line Services via applicable Tariff terms and conditions. These services will be terminated at the demarcation point as described below.

(D)2.1.4 Demarcation Points for Unbundled Network Elements (UNEs) and Ancillary Services. The demarcation point for unbundled network elements and ancillary services is that physical point where USW shall terminate its unbundled network elements and ancillary services for access by FIRSTEL. There are standard demarcation points where unbundled network elements and ancillary services may be delivered to FIRSTEL. FIRSTEL shall specify its choice of standard demarcation points for its access to UNEs and ancillary services. One standard demarcation point is at FIRSTEL-provided cross connection equipment in FIRSTEL's Physical or Virtual Collocation space. A second standard demarcation point is at an InterConnection Distribution Frame. To the extent FIRSTEL selects a demarcation point outside of its collocated space, such as an ICDF, FIRSTEL shall provide and USW shall install the tie cables from FIRSTEL's collocated equipment to the demarcation point. Alternatively, USW shall provide and install these tie cables, at FIRSTEL's expense.

(D)2.1.4.1 USW will provide a connection between an unbundled network element and the demarcation point, and an ancillary service and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). The demarcation point shall be:

(D)2.1.4.1.1 at FIRSTEL-provided cross-connection equipment located in FIRSTEL's Virtual or Physical Collocation Space; or

- (D)2.1.4.1.2 if FIRSTEL elects to use ICDF Collocation, at the InterConnection Distribution Frame (ICDF); or
 - (D)2.1.4.1.3 if FIRSTEL elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF.
- (D)2.1.5 FIRSTEL must identify what equipment will be installed and the vendor technical specifications of such equipment so that USW may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to FIRSTEL-provided cross-connection device.
- (D)2.1.6 All equipment placed will meet NEBS safety standards and will be installed in accordance with USW Technical Publications 77350, 77351, and 77386. USW shall provide standard central office alarming pursuant to USW Technical Publication 77351 within the Central Office environment, but not to the FIRSTEL equipment. FIRSTEL is responsible for the monitoring of its own equipment.
- (D)2.1.7 Requests for Collocation may be denied due to the lack of sufficient space in a USW Central Office for placement of FIRSTEL's equipment. If USW determines that the amount of space requested by FIRSTEL for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered for Caged Physical Collocation. Alternatively, FIRSTEL will be offered Cageless Physical Collocation (bay at a time), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original collocation request is not available due to lack of sufficient space, and FIRSTEL did not specify an alternative form of collocation on the original order form, FIRSTEL will be required to submit a new order for the FIRSTEL's preferred alternative collocation arrangement. In the event FirstTel includes both a first choice and alternative collocation arrangements on the original order form, and one of these can be fulfilled, no new order will be required. In the event that USW reconfigures space or builds additional Central Office space in order to satisfy its own business needs, additional space for the CLEC will be taken into consideration for the CLEC's Collocation as well.
- (D)2.1.8 Requests for Collocation from FIRSTEL will be processed on a first come, first serve basis by USW, but in the event FIRSTEL submits requests for Collocation, such that more than five (5) requests per week, per state are in process by USW, the following procedure shall apply:
 - (D)2.1.8.1 USW and FIRSTEL shall work cooperatively and in good faith to establish a project plan and schedule to implement FIRSTEL's requests for Collocation. The project plan shall establish staggered due dates on

both the up-front and ready-for-service dates, and outline responsibilities for each Party;

(D)2.1.8.2 The project plan established by USW and FIRSTEL to implement FIRSTEL's request for Collocation may also be used by FIRSTEL to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week, per state submitted by FIRSTEL are being processed by USW;

(D)2.1.8.3 Should the Parties not reach agreement on the project plan, FIRSTEL's requests for Collocation shall be addressed by USW on an individual case basis.

(D)2.1.9 Out of Space Filings. If USW denies a request for Collocation in a USW Wire Center due to space limitations, USW shall allow FIRSTEL representatives to tour the entire Wire Center premises escorted by USW personnel within ten (10) days of the denial of space. Such tour shall be without charge to FIRSTEL. If, after the tour of the premises, USW and FIRSTEL disagree about whether space limitations at the Wire Center make Collocation impractical, USW and FIRSTEL may present their argument to the Commission for resolution.

(D)2.1.9.1 USW shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any premises where physical collocation is not practical because of space limitations.

(D)2.1.9.2 If a request for Collocation is denied due to a lack of space in a USW Central Office, FIRSTEL may request USW to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed within sixty (60) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. FIRSTEL has thirty (30) business days to accept the quote. If FIRSTEL accepts the quote, work will begin on receipt of 50% of the quoted charges and proof of insurance, with the balance due on completion.

(D)2.1.9.3 Reclamation may include grooming and space reclamation. Grooming is the moving of circuits from working equipment to other equipment with similar functionality for the purpose of providing space for Interconnection. Space reclamation is the recovery of administrative space that can be reconditioned for the placement of equipment for the purposes of collocation. USW shall, upon request, remove obsolete unused equipment from its Central Office to

increase the amount of space available for Collocation. Without limiting USW's right to recover costs of space reclamation and grooming from FIRSTEL, USW will remove obsolete unused equipment at no charge to FIRSTEL.

- (D)2.1.10 USW will maintain a publicly available document, posted for viewing on the USW website, indicating all premises that are full, and will update this document within ten calendar days of the date at which a premises runs out of physical space.
- (D)2.1.11 FIRSTEL terminations will be placed on the appropriate USW cross connection frames using standard engineering principles. FIRSTEL terminations will share frame space with USW terminations on USW frames. Such terminations shall not require an intermediate device nor provide direct access to the COSMIC™ or MDF. This provides a clear and logical demarcation point for USW and FIRSTEL.
- (D)2.1.12 All equipment and installation shall meet earthquake rating requirements.
- (D)2.1.13 Transmission Facility Access to Collocation Space. For Virtual or Physical Collocation, FIRSTEL may select from three (3) optional methods for facility access to its collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line services, and 3) unbundled network elements.
- (D)2.1.14 Collocation Fiber Entrance Facilities. USW offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between FIRSTEL's collocated equipment within the USW central office and a Collocation Point of Interconnection (C-POI) outside the central office where FIRSTEL shall terminate its fiber-optic facility.
- (D)2.1.15 FIRSTEL is responsible for providing its own fiber facilities to the C-POI outside USW's Central Office. USW will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by USW from the FDP to continue the run to FIRSTEL's leased collocation space (Caged or Cageless Physical Collocation) or FIRSTEL's equipment (Virtual Collocation). The USW provided facility from the C-POI to the leased Collocation space (Physical Collocation) or FIRSTEL's equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility.
 - (D)2.1.15.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between FIRSTEL's fiber facilities delivered to the C-POI and

FIRSTEL's collocation space in increments of 12 fibers. FIRSTEL's fiber cable is spliced into a USW-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber interconnection cable is placed between FIRSTEL's collocation space and the FDP. The FDP provides USW with test access and a connection point between the transport fiber and FIRSTEL's interconnection cable.

(D)2.1.15.2 Cross-connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between FIRSTEL's fiber facilities delivered to a C-POI and multiple locations within the USW wire center. FIRSTEL's fiber cable is spliced into a USW provided shared fiber entrance cable in 12 fiber increments. The USW fiber cable consists of six buffer tubes containing 12 fibers each for a 72-fiber cable. The 72-fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the wire center. This option has the ability to serve multiple locations or pieces of equipment within the office. This option provides maximum flexibility in distributing fibers within the central office and readily supports Virtual and Cageless Physical Collocation and multiple FIRSTEL locations in the office. This option also supports transitions from one form of collocation to another.

(D)2.1.15.3 Express Fiber Entrance Facility -- USW will place a FIRSTEL-provided fiber cable from the C-POI directly to FIRSTEL's collocation space. If the FIRSTEL-provided fiber cable does not meet fire rating requirements, a transition splice will occur in the cable vault to insure that the cable within the USW office meets requirements. The fiber cable placed in the wire center must meet fire rating requirements. This option will not be available if there is less than one full sized conduit (for emergency restoration) and 2 innerducts (one for emergency restoral and one for a shared entrance cable).

(D)2.1.16 USW will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

- (D)2.1.17 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in Part G of this Agreement. All costs and provisioning intervals for non-standard entrances will be developed on an individual case basis.
- (D)2.1.18 Dual entry into a USW Wire Center will be provided only when two entry points pre-exist and duct space is available. USW will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If USW requires a Collocation entrance facility for its own use, then the needs of FIRSTEL will also be taken into consideration.
- (D)2.1.19 As an alternative to the Fiber Entrance Facilities described above, FIRSTEL may purchase, where available, USW tariffed or cataloged Private Line services between its Wire Center and its collocation space in a USW Wire Center.
- (D)2.1.20 As an alternative to the Fiber Entrance Facilities described above, FIRSTEL may purchase Extended Unbundled Dedicated Interoffice Transport (E-UDIT) between FIRSTEL's Wire Center and FIRSTEL's collocation space in the USW serving Wire Center.
- (D)2.1.21 USW will review the security requirements and hours of access with FIRSTEL. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all FIRSTEL approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.
- (D)2.1.22 USW shall provide access to existing eyewash stations, restrooms, and drinking water within the Wire Center on a twenty-four (24) hours per day, seven (7) days per week basis for FIRSTEL personnel and its designated agents.
- (D)2.1.23 FIRSTEL shall be restricted to corridors, stairways, and elevators that provide direct access to FIRSTEL's space, or to the nearest restroom facility, eyewash station or drinking water from FIRSTEL's designated space, and such direct access will be outlined during FIRSTEL's orientation meeting. Access shall not be permitted to any other portion of the building.
- (D)2.1.24 Nothing herein shall be construed to limit FIRSTEL's ability to obtain any or all types of USW Collocation in a single location, provided space is available.
- (D)2.1.25 For Caged and Cageless Physical Collocation and Virtual Collocation, FIRSTEL must lease space for the placement of FIRSTEL's equipment within USW's Central Office. USW will

provide the structure that is necessary in support of Collocation including physical space, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

- (D)2.1.26 Cancellation of Collocation Request. FIRSTEL may cancel a collocation request prior to the completion of the request by USW by submitting a written request by certified mail to the USW Account Manager. FIRSTEL shall be responsible for payment of all costs incurred by USW up to the point where cancellation is received.
- (D)2.1.27 Termination of Collocation Arrangement. FIRSTEL may terminate a completed collocation arrangement by submitting a written request via certified mail to the USW Account Manager. USW shall provide FIRSTEL a quotation for the costs of removing FIRSTEL's collocated equipment and cabling, which will be paid by FIRSTEL within thirty (30) days of the removal of the equipment and cabling by USW. Notwithstanding the foregoing, USW will not charge FIRSTEL for the removal of FIRSTEL physically collocated equipment, which FIRSTEL itself removes.
- (D)2.1.28 FIRSTEL may construct its own connection, using copper or optical fiber equipment, between FIRSTEL's equipment and that of another CLEC. Using an approved vendor, FIRSTEL may place its own connecting facilities outside of the actual physical collocation space, subject only to reasonable safety limitations.
- (D)2.1.29 USW will provide FIRSTEL the same connection to the network as USW uses for provision of services to USW end users. The direct connection to USW's network is provided to FIRSTEL through direct use of USW's existing cross connection network. FIRSTEL and USW will share the same distributing frames for similar types and speeds of equipment, where technically feasible and space permitting.
- (D)2.1.30 Collocation of Switching Equipment. If FIRSTEL seeks to collocate equipment containing switching functionality within a USW Central Office, it does so with the full understanding that USW is appealing such collocation. If USW is successful in its appeal, FIRSTEL must remove all collocated equipment containing switching functionality within thirty (30) days of receiving notice. This will be performed at FIRSTEL's expense. Furthermore, before any equipment is installed, FIRSTEL must provide a written inventory to USW of all equipment and how it will be used for interconnection and/or access to unbundled network elements.
- (D)2.1.31 For Caged Physical Collocation, FIRSTEL's leased floor space will be separated from other CLECs and USW space through a cage enclosure. USW will construct the cage enclosure or FIRSTEL may choose from USW approved contractors to construct the cage in accordance with the technical publications listed below. All

FIRSTEL equipment placed will meet NEBS safety standards, will be installed in accordance with USW Technical Publications 77350, 77351 and 77386, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. These two USW Technical Publications 77350 and 77386 must be in the possession of FIRSTEL and its agents at the site during all work activities.

(D)2.1.32 All equipment placed will be subject to random audits conducted by USW. These audits will determine whether the equipment meets the standards required by this Agreement. FIRSTEL will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, USW determines that the equipment or the installation does not meet USW technical requirements as set forth in this Part D. FIRSTEL will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If FIRSTEL fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, USW will have the equipment removed or the condition corrected at FIRSTEL's expense as set forth above, Firstel may dispute USW's audit results under the Dispute Resolution provisions of this Agreement. As a courtesy, USW will notify FIRSTEL immediately prior to any audit. Without limiting USW's right to have equipment removed or the condition corrected at Firstel's expense as set forth above, FIRSTEL may dispute USW's audit results under the Dispute Resolution provisions of this Agreement.

(D)2.2 Terms and Conditions - Virtual Collocation

(D)2.2.1 USW is responsible for installing and maintaining Virtually Collocated equipment for the purpose of Interconnection or to access unbundled loops, ancillary and finished services.

(D)2.2.2 FIRSTEL will not have physical access to the Virtual Collocated equipment in the USW Wire Center. However, FIRSTEL will have physical access to the demarcation point in the USW Wire Center.

(D)2.2.3 FIRSTEL will be responsible for obtaining and providing to USW administrative codes, (e.g., common language codes), for all equipment provided by FIRSTEL and installed in Wire Center buildings.

(D)2.2.4 FIRSTEL shall ensure that upon receipt of FIRSTEL's Virtual Collocated equipment by USW, all warranties and access to ongoing technical support are passed through to USW, at FIRSTEL's expense. FIRSTEL shall advise the manufacturer and seller of the virtually collocated equipment that FIRSTEL's equipment will be possessed, installed and maintained by USW.

(D)2.2.5 FIRSTEL's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic

Equipment Requirements TR-NWT-000063, USW Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. FIRSTEL shall provide USW interface specifications (e.g., electrical, functional, physical and software) of FIRSTEL's virtual collocated equipment.

(D)2.2.6 FIRSTEL must specify all software options and associated plug-ins for its virtually collocated equipment.

(D)2.2.7 FIRSTEL will be responsible for payment of USW Direct Training Charges associated with training USW employees for the maintenance, operation and installation of FIRSTEL's Virtual Collocated equipment when such equipment is different than the standard equipment used by USW in that Central Office. This includes per diem charges (i.e., expenses based upon effective USW labor agreements), travel and lodging incurred by USW employees attending a vendor-provided training course.

(D)2.2.8 FIRSTEL will be responsible for payment of charges incurred in the maintenance and/or repair of FIRSTEL's virtual collocated equipment.

(D)2.3 Terms and Conditions - Caged Physical Collocation

(D)2.3.1 USW shall provide Caged Physical Collocation to FIRSTEL for access to UNEs and/or terminating EAS/Local traffic, except that USW may offer an alternative form of collocation if USW demonstrates to the Commission that Caged Physical Collocation is not practical for technical reasons, such as, space limitations, as provided in Section 251(c)(6) of the Act.

(D)2.3.2 Physical Collocation is offered in Wire Centers on a space-available, first come, first-served basis.

(D)2.3.3 The maximum standard leasable amount of floor space for Caged Physical Collocation is 400 square feet. Requests greater than 400 square feet will be considered by USW on an individual case basis. FIRSTEL must efficiently use the leased space; no more than 50% of the floor space may be used for storage cabinets and work surfaces.

(D)2.3.4 USW will design the floor space within each Wire Center that will constitute FIRSTEL's leased space. FIRSTEL will, in accordance with the other terms and conditions of this section, have access to its leased space.

(D)2.3.5 When USW constructs the Collocated space, USW will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed, pursuant to USW's

Technical Publication 77350, 77351 and 77386 including all construction of FIRSTEL's leased physical space and the riser from the vault to the leased physical space.

- (D)2.3.6 FIRSTEL owns and is responsible for the installation, maintenance and repair of its equipment located within the physically collocated space leased from USW.
- (D)2.3.7 FIRSTEL must use leased space within sixty (60) days of acceptance and may not warehouse space for later use.
- (D)2.3.8 Upon completion of the construction of the Collocation project, USW will work cooperatively with FIRSTEL in matters of joint testing and maintenance.
- (D)2.3.9 If, during installation, USW determines FIRSTEL activities or equipment do not comply with the NEBS standards listed in this Section or are otherwise unsafe, non-standard or in violation of any applicable laws or regulations, USW has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of USW employees, interfere with the performance of USW's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Central Office, USW may perform such work and/or take action as is necessary to correct the condition at FIRSTEL's expense.
- (D)2.3.10 USW shall provide basic telephone service with a connection jack at the request of FIRSTEL for Caged or Cageless Physical Collocated space. Upon FIRSTEL's request, this service shall be available per standard USW business service provisioning processes and rates.
- (D)2.3.11 All equipment placed will be subject to random audits conducted by USW. These audits will determine whether the equipment meets the standards required by this Agreement. FIRSTEL will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, USW determines that the equipment or the installation does not meet USW technical requirements as set forth in this Part D. FIRSTEL will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If FIRSTEL fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, USW will have the equipment removed or the condition corrected at FIRSTEL's expense. As a courtesy, USW will notify Firstel immediately prior to any audit. Without limiting USW's right to have equipment removed or the condition corrected at Firstel's expense as set forth above, Firstel may dispute USW's audit results under the Dispute Resolution provisions of this Agreement.

(D)2.4 Terms and Conditions - Cageless Physical Collocation

- (D)2.4.1 FIRSTEL owns and is responsible for the installation, maintenance and repair of its telecommunications bays and equipment located within the space leased from USW. FIRSTEL may access its own Collocated equipment.
- (D)2.4.2 For Cageless Physical Collocation, the minimum square footage is 9 square feet per bay. Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. FIRSTEL may request, through the USW Space Reclamation Policy, a price quote to rearrange USW equipment to provide FIRSTEL with adjacent space. Bay dimensions for the 9 sq. feet mentioned above are for a 26" wide bay (upright edge to upright edge), 12"-15" deep, with front and back aisles. Any dimensions larger than these may entail ICB intervals and costs, since such dimensions would not fit in the standard transmission aisle lineup. If spacers are desired, FIRSTEL must note those needs on the collocation form. Such spacers added space requirements may not be available and may require added costs to provision.

(D)2.5 Terms and Conditions - ICDF Collocation

- (D)2.5.1 InterConnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the USW Wire Center for combining unbundled network elements and ancillary services. ICDF Collocation provides CLECs with access to the InterConnection Distribution Frame, where USW will terminate the unbundled network elements and ancillary services ordered by FIRSTEL. FIRSTEL is responsible for combining one UNE to another UNE or ancillary service by running a jumper on the ICDF. FIRSTEL access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section.
- (D)2.5.2 All USW terminations on the InterConnection Distribution Frame will be given a frame address. USW will establish and maintain frame address records for USW terminations. USW will maintain assignment records for each unbundled network element and ancillary service ordered by FIRSTEL that is terminated on the InterConnection Distribution Frame. USW will provide FIRSTEL with the frame assignments for each unbundled network element and ancillary service terminated on the ICDF.
- (D)2.5.3 FIRSTEL will be required to place the jumper connection between frame addresses to connect unbundled loops, ancillary and finished services. FIRSTEL will be required to maintain the records for FIRSTEL-provided jumpers.

- (D)2.5.4 To the extent that FIRSTEL's requested use of the InterConnection Distribution Frame results in USW incurring building or frame additions other than the ICDF, construction charges will apply.

(D)3. Rate Elements

(D)3.1 Rate Elements - All Collocation

- (D)3.1.1 USW will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by FIRSTEL on the Collocation Order Form. If feasibility determines space is available, a quote is then developed by USW for the work to be performed.
- (D)3.1.2 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to FIRSTEL for its Collocation request. The QPF is not credited against the total nonrecurring charges of the job and recovers the engineering and processing costs of the order.
- (D)3.1.3 Collocation Entrance Facility Charge. Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. At each entrance FIRSTEL will deliver a minimum 12 strand fiber cable to the USW POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by USW. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/innerduct, and core drilling.
- (D)3.1.4 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to FIRSTEL provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
- (D)3.1.5 -48 Volt DC Power Charge. Provides -48 volt DC power to FIRSTEL collocated equipment. Charged on a per ampere basis.
- (D)3.1.6 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (A and B feeds) from the local power distribution bay to the leased physical space (for Cageless or Caged Physical Collocation) or to the collocated equipment (for Virtual Collocation). Charged per A and B feeder, per foot.
- (D)3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to FIRSTEL's space. The AC Power

feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

(D)3.1.8 Inspector Labor Charge. Provides for USW qualified personnel, acting as an inspector, when FIRSTEL requires access to the POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' USW employee (or contract employee) is required to go 'on-shift' on behalf of FIRSTEL.

(D)3.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged Physical Collocation or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the USW network is of sufficient length to require regeneration. The cost associated with regeneration will be borne by FIRSTEL.

(D)3.1.10 Cross-Connect Terminations The Cross-Connect Terminations establish the termination on the appropriate cross-connect device.

(D)3.1.10.1 If USW provides the equipment cable for FIRSTEL, terminations of that cable, including hardware and installation, will be provided in the following increments:

DS0 - In blocks of 100 terminations.

DS1 - In increments of 28 terminations

DS-3 - In increments of 1 coax pair

OCn Level Terminations - In increments of 1 fiber pair

These elements include USW provided equipment cables, terminating blocks, installation labor and associated racking required between FIRSTEL collocated equipment and the appropriate cross-connect device.

(D)3.1.10.2 If FIRSTEL elects to provide the equipment cable, rates are applied on a per termination basis for DS0, DS1, and DS3s as shown below:

DS0 Per Termination

DS1 Per Termination

DS3 Per Termination

OCn Level Per Termination

These elements include USW provided termination blocks, installation labor and associated racking

between FIRSTEL collocated equipment and the appropriate cross-connect device.

- (D)3.1.11 Collocation Cable Racking – A charge for cable racking required for placement of FIRSTEL's supplied equipment cables from its equipment to the appropriate cross-connect device which is provided in conjunction with the DS0, DS1, DS3 and OCN terminations. Cable Racking is assessed on a per foot charge based on number of cable pairs terminated at the various cross-connect devices.
- (D)3.1.12 Collocation Grounding Charge. A charge associated with providing grounding for FIRSTEL's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to FIRSTEL's cage enclosure or common space where required.
- (D)3.1.13 Security Charge - The keys/card readers and video cameras as may be required for FIRSTEL access to the USW Central Office for the purpose of Collocation. Flat rate charges are assessed per employee, per each USW Central Office to which access is required. If escort is required additional charges will apply.
- (D)3.1.14 CO Synchronization - CO Synchronization provides Composite Clock and/or DS1 Synchronization signals traceable to a Stratum 1 source. FIRSTEL must determine synchronization requirements and notify USW of these requirements when ordering the clock signals. The Composite Clock signal is a 64 kHz, nominal 5/8 duty cycle, bipolar return-to-zero signal with a bipolar violation every eighth pulse. The DS1 Clock signal is a framed, all-ones, 1.544 Mbit/s (DS1) signal using the superframe format and Alternate Mark Inversion line code. CO Synchronization is required for collocation services involving digital connections. Synchronization may be required for analog services depending on the IDE involved. CO Synchronization is available where USW Wire Centers are equipped with Building Integrated Timing Supply (BITS). CO Synchronization is an option ordered by FIRSTEL on the Collocation Order Form. The recurring rate is billed per equipment bay as set forth in Attachment 1 of this Agreement.

(D)3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Attachment 1 of this Agreement, apply uniquely to Virtual Collocation.

- (D)3.2.1 Maintenance Labor -- Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of FIRSTEL virtually collocated equipment. FIRSTEL is responsible for ordering and delivering maintenance spares. USW will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from

FIRSTEL. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

- (D)3.2.2 Training Labor -- Provides for the billing of vendor-provided training for USW personnel on a metropolitan service area basis, necessary for FIRSTEL virtually collocated equipment which is different from USW provided equipment. USW will require three USW employees to be trained per metropolitan service area in which FIRSTEL virtually collocated equipment is located. If, by an act of USW, trained employees are relocated, retired, or are no longer available, USW will not require FIRSTEL to provide training for additional USW employees for the same virtually collocated equipment in the same metropolitan area.
 - (D)3.2.3 Equipment Bay -- Provides mounting space for FIRSTEL virtually collocated equipment. Each bay includes the 7 foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.
 - (D)3.2.4 Engineering Labor -- Provides the planning and engineering of FIRSTEL virtually collocated equipment at the time of installation, change or removal.
 - (D)3.2.5 Installation Labor -- Provides for the installation, change or removal of FIRSTEL virtually collocated equipment.
- (D)3.3 Rate Elements - Caged Physical Collocation
- (D)3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space. It also includes air conditioning (to support FIRSTEL loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or Cageless Collocation or number required by building code) and the cost associated with space engineering. For the Caged Collocation, it includes a nine foot high cage enclosure. FIRSTEL may choose from USW approved contractors to construct the space, including the cage in the case of Caged Collocation, in accordance with USW's installation Technical Publications 77351, 77386, and 77350. Pricing for the Space Construction and Site Preparation is described in Attachment 1.
 - (D)3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost not including the costs associated with -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes. These outlets may not be used to power equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life

systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of USW Wire Center areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

(D)3.3.3 Back-Up AC Power Charge - Standard AC outlet used by FIRSTEL for the purpose of powering test equipment, tools etc.

(D)3.3.4 Grounding Charge - Used to connect the Central Office common ground to FIRSTEL's equipment.

(D)3.4 Rate Elements - Cageless Physical Collocation

The supporting structure and rate elements for Cageless Physical Collocation are the same as Caged Physical Collocation, excluding the nonrecurring cage enclosure and grounding charge. The minimum square footage is 9 square feet per bay. If a new line-up is established, an AC power outlet will be provided to every other bay in the lineup. Cageless bays placed in an existing line-up will utilize the existing outlets.

(D)3.5 Rate Elements - ICDF Collocation

(D)3.5.1 The charges for ICDF single terminations shall apply as described above and contained in Attachment 1.

(D)3.5.2 Security Charge. The keys/card readers and cameras as may be required for FIRSTEL access to the USW Central Office for the purpose of accessing the InterConnection Distribution Frame. Charges are assessed per FIRSTEL employee, per each USW Central Office to which access is required.

(D)3.6 Rates Elements - Shared Space Cage Physical Collocation

All rates for Caged Physical Collocation shall apply and shall be distributed among the FIRSTEL's sharing the caged space.

(D)4. Ordering

(D)4.1 Ordering - All Collocation

(D)4.1.1 FIRSTEL must have a state approved Interconnection agreement with USW in the state covered by this Agreement or must have an Interim Collocation Agreement before submitting a Collocation Order Form and Quote Preparation Fee (QPF) to USW. If the Parties have completed negotiations and the Agreement is pending Commission approval, USW will accept a Collocation order form under a "Parallel Process" arrangement. An Interconnection Agreement will be required for FIRSTEL to place Service Orders

requesting Interconnection, access to UNEs, and transport services to the Collocation.

(D)4.1.2 Any changes, modifications or additional engineering requested by FIRSTEL, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a subsequent QPF and Collocation Change Form. Such requests will cause the original Collocation job to vary from the committed ready for service date.

(D)4.1.3 Notwithstanding any other provision in this section (D)4, with respect to virtual collocation, caged and cageless physical collocation, ICDF collocation, and shared space caged physical collocation, USW agrees to process collocation orders and install collocated equipment, if applicable, for FIRSTEL pursuant to the standard interval as stated herein in a non-discriminatory manner.

(D)4.2 Ordering - Virtual Collocation

(D)4.2.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of FIRSTEL's equipment within the Central Office. The feasibility study will be completed within ten (10) calendar days of receipt of the QPF. If space is available, USW will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Change Order Form and QPF. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment will be processed with a shorter interval.

(D)4.2.2 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided to FIRSTEL. During this period the Collocation entrance facility and space is reserved pending FIRSTEL's approval of the quoted charges. If FIRSTEL agrees to terms as stated in the Collocation Price Quote, FIRSTEL must respond within thirty (30) calendar days with a signed quote, a down payment check for 50% of the quoted charges and proof of insurance. Under normal conditions, USW will complete the installation within ninety (90) calendar days from receipt of FIRSTEL's equipment provided that space and power is available. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with FIRSTEL on an individual case basis. The installation of line cards and other minor modifications shall be performed by USW on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion and acceptance by FIRSTEL. FIRSTEL will not be provided access except to determine acceptance as described herein or otherwise use the space until such time as full payment is received. Recurring monthly

charges for the Collocation commences upon completion of the Collocation.

(D)4.3 Ordering - Caged and Cageless Physical Collocation

(D)4.3.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of FIRSTEL's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, USW will develop a quote for the supporting structure within twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. Upon receipt of the signed quote, 50% down and proof of insurance, space will be reserved and construction by USW will begin. When space and power requirements are available, the leased space (including the cage for Caged Physical Collocation) will be available to FIRSTEL for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work and acceptance by FIRSTEL. Recurring monthly charges for the Collocation commence upon the completion of the Collocation and acceptance by FIRSTEL. FIRSTEL will not be provided access except to determine acceptance as described herein or otherwise use the space until such time as full payment is received.

(D)4.3.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet FIRSTEL's Collocation request.

(D)4.3.3 The intervals in Section (D)4.3.1 above apply to a maximum of five (5) collocation orders per FIRSTEL per week. If six (6) or more collocation orders are required by FIRSTEL in a one-week period, intervals shall be individually negotiated.

(D)4.4 Ordering - ICDF Collocation

(D)4.4.1 FIRSTEL shall submit an ICDF Collocation Order Form to USW. The ICDF Collocation Order Form shall include a FIRSTEL-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the InterConnection Distribution Frame by USW on behalf of FIRSTEL. Such forecasts shall be used by USW to determine the sizing of required tie cables and the terminations on each InterConnection Distribution Frame as well as the various other frames within the USW Central Office.

Included in this forecast will be the termination type (DS0, DS1, DS3) and the quantity of each termination required. Appropriate cross-connect device terminations must be ordered in multiples of the following quantities:

100 DSO terminations
28 DS1 terminations
1 DS3 termination
1 OCn termination

(D)4.4.2 Upon receipt of a ICDF Collocation Order Form, USW will verify if ICDF Collocation capacity is available within a requested Central Office. Verification of ICDF capacity will be completed within seven (7) calendar days. In those Central Offices where ICDFs have not been previously placed, USW will make ICDFs available within ninety (90) calendar days of verification.

(D)4.4.3 When ordering UNEs to be combined, each UNE is ordered separately, using the existing ordering forms and intervals for the specific UNE. Interval guidelines are addressed in the product specific section of the Interconnect & Resale Resource Guide. The ordering forms are identified in the Interconnect & Resale Resource Guide.

(D)4.5 Ordering – Shared Space Caged Physical Collocation

All ordering provisions for Caged Physical Collocation shall also apply to Shared Space Caged Physical Collocation. When desiring space in another CLEC's Caged Physical Collocation, FIRSTEL must only obtain a Letter of Authorization ("LOA") from the original CLEC. Such LOA must accompany FIRSTEL's Collocation Order Form and will include authorization to access the CLEC space and to install circuits consistent with the LOA and terms and conditions of this Interconnection Agreement.

(D)5. Billing

(D)5.1 Billing - All Collocation

(D)5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, USW will provide FIRSTEL a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by FIRSTEL and USW, FIRSTEL may begin submitting service order requests for USW transport services and/or UNEs. USW will begin billing the monthly recurring charges stated in the quote and completion package.

(D)5.1.2 The final 50% payment is due upon completion of all associated construction activities by USW and a final walk thru is performed with FIRSTEL. When a completion package is signed by FIRSTEL, then USW will begin billing for all monthly Collocation charges.

When FIRSTEL is ready to complete its activities, final test and turn-up will be performed under the maintenance and repair process contained herein.

(D)5.2 Billing - Virtual Collocation

Virtual Collocation will be considered complete when the POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between FIRSTEL and USW may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment. Any additional joint testing can be provided under the currently available labor rates listed in Attachment 1 of this Agreement.

(D)5.3 Billing - Caged and Cageless Physical Collocation

Upon completion of USW construction activities and FIRSTEL payment of the remainder of the nonrecurring charges, USW will allow FIRSTEL access to the Collocation space. USW will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. FIRSTEL will sign off on the completion of the physical space via the Caged or Cageless Physical Collocation completion package. FIRSTEL may then proceed with the installation of its equipment in the Collocation space. Once FIRSTEL's equipment has been installed and cable is provided for the FIRSTEL's equipment terminations, USW will complete all remaining work activities.

(D)6. Maintenance and Repair

(D)6.1 Virtual Collocation

(D)6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm (local time) and after business hours are after 5:00pm and before 8:00am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

(D)6.1.2 Installation and maintenance of FIRSTEL's virtually collocated equipment will be performed by USW or a USW authorized vendor.

(D)6.1.3 Upon failure of FIRSTEL's virtually collocated equipment, FIRSTEL is responsible for transportation and delivery of maintenance spares to USW at the Wire Center housing the failed equipment. FIRSTEL is responsible for purchasing and maintaining a supply of spares.

(D)6.2 Caged Physical Collocation

FIRSTEL is solely responsible for the maintenance and repair of its equipment located within FIRSTEL's caged space. If two or more CLECs agree to a Shared Space Caged Physical Collocation arrangement, such collocators are solely responsible for any and all maintenance, security and repair arrangements necessitated by such sharing. USW assumes no liability for any

damages of any kind relating to Shared Space Caged Physical Collocation or related personnel disputes among the parties to those arrangements.

(D)6.3 Cageless Physical Collocation

FIRSTEL is solely responsible for the maintenance and repair of its equipment located within FIRSTEL's cageless physical space.

(D)6.4 ICDF Collocation

FIRSTEL is responsible for block and jumper maintenance at the appropriate cross-connect device and using correct procedures to dress and terminate jumpers on the appropriate cross-connect device, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, FIRSTEL is required to provide its own tools for such operations.

PART D - ATTACHMENT 1
NORTH DAKOTA COLLOCATION RATES

	Recurring Charge	Nonrecurring Charge
- All Collocation		
- Quote Prep. Fee	N/A	\$ 2143.67
- Entrance Facility- 2 Fibers	\$ 4.64	\$ 2926.39
- Express Fiber Entrance Facility	\$19.85	\$21,290.47
- Cross Connect Entrance Facility	\$4.39	\$3,007.92
- Cable Splicing		
- Per set-up	N/A	\$ 445.88
- Per fiber spliced	N/A	\$ 35.64
-Power (all)		
- 48 Volt DC Power, per ampere per month	\$ 18.58	N/A
- 48 Volt DC Power Cable, per foot, per A and B feeder		
- 20 Ampere Capacity	\$ 0.14	\$ 65.95
- 40 Ampere Capacity	\$ 0.19	\$ 89.42
- 60 Ampere Capacity	\$ 0.22	\$ 100.71
- 100 Ampere Capacity	\$ 0.26	\$ 136.47
- 200 Ampere Capacity	\$ 0.41	\$ 213.78
- 300 Ampere Capacity	\$ 0.56	\$ 295.24
- 400 Ampere Capacity	\$ 0.73	\$ 381.83
- Inspector, per ½ hour		
- During business hours	N/A	\$ 26.01
- After business hours	N/A	\$ 33.80
- Cross Connect Termination		
- Per Termination		
- DS0	\$ 0.0121	\$ 5.56
- DS1	\$ 0.0236	\$ 13.16
- DS3	\$ 0.3572	\$ 199.35
- OCn	ICB	ICB
- Block Terminations	Recurring Charge	Nonrecurring Charge
- DS0, per 100	\$ 1.59	\$ 732.76
- DS1, per 28	\$ 1.01	\$ 561.54
- DS3, per each termination	\$ 0.5720	\$ 319.26
- OCn	ICB	ICB
- Security *		
- Per Employee, Per C.O.	\$ 6.21	N/A
* If escort is required additional charges will apply on an ICB.		
- Cable Racking, per foot, per termination		
- Per DS0 2-Wire	N/A	\$ 0.0144
- Per DS0 4-Wire	N/A	\$ 0.0287
- Per DS1	N/A	\$ 0.0287
- Per DS3	N/A	\$ 0.6319
- OCn	ICB	ICB
- Channel Regeneration		

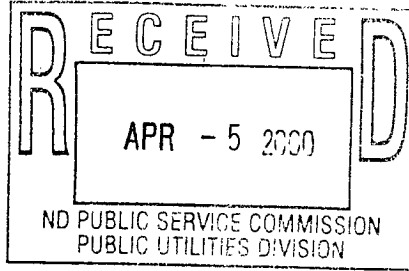
- DS1 Regeneration	267.33	\$ 0
- DS3 Regeneration	64.92	\$ 0
- Grounding, with the exception of Virtual Collocation		
- 2 AWG	\$ 0.1393	\$ 6.11
- 1/0 AWG	\$ 0.2057	\$ 9.03
- 4/0 AWG	\$ 0.2446	\$ 10.73
- 350 kcmil	\$ 0.3767	\$ 16.53
- 500 kcmil	\$ 0.4392	\$ 19.62
- 750 kcmil	\$ 0.5452	\$ 23.92
- CO (Central Office) Synchronization, per equipment bay	\$9.40	N/A
- Virtual Collocation		
- Maintenance Labor, per ½ hour		
- During business hours	N/A	\$ 23.05
- After business hours	N/A	\$ 30.65
- Training Labor, per ½ hour	N/A	\$ 23.05
- Engineering, per ½ hour		
- During business hours	N/A	\$ 22.48
- After business hours	N/A	\$ 30.07
- Installation, per ½ hour		
- During business hours	N/A	\$ 26.01
- After business hours	N/A	\$ 33.80
- Equip. Bay, per shelf	\$8.49	N/A
- Physical Collocation		
- Space Construction and Site Preparation	N/A	ICB
- Cage Enclosure	ICB	ICB
- Floor Space Lease, per square foot	\$ 5.86	N/A
- Back-up AC Power, per foot, per AMP		
- 20 Amp, Single Phase	\$ 0.02	\$ 10.02
- 20 Amp, Three Phase	\$ 0.02	\$ 11.35
- 30 Amp, Single Phase	\$ 0.02	\$ 10.46
- 30 Amp, Three Phase	\$ 0.02	\$ 12.68
- 40 Amp, Single Phase	\$ 0.02	\$ 11.50
- 40 Amp, Three Phase	\$ 0.03	\$ 14.15
- 50 Amp, Single Phase	\$ 0.02	\$ 12.82
- 50 Amp, Three Phase	\$ 0.03	\$ 16.12
- 60 Amp, Single Phase	\$ 0.03	\$ 13.90
- 60 Amp, Three Phase	\$ 0.03	\$ 17.87
- 100 Amp, Single Phase	\$ 0.03	\$ 16.16
- 100 Amp, Three Phase	\$ 0.04	\$ 22.71
- Cageless Physical Collocation	N/A	ICB

U S WEST, Inc.
7800 E. Orchard Road, Suite 250
Englewood, Colorado 80111
(303) 793-6605-Phone
(303) 793-6633-Fax
kxmacne@uswest.com

Kristine B. Macneal
Contract Administrator

Contract Development
and Services

Law Department



April 3, 2000

Via Overnight Delivery

Mr. Jon H. Mielke, Executive Secretary
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

**Re: Filing of First Amendment to the Wireline Agreement between U S WEST
Communications, Inc. and FirsTel, Inc.**

Dear Mr. Mielke:

Enclosed for filing is an original and seven (7) copies of the First Amendment to the Interconnection Agreement (the "Amendment") between Advanced Communications Group, Inc. ("ACG") and U S WEST Communications, Inc. ("U S WEST"). This Amendment was reached through voluntary negotiation between U S WEST and ACG. ACG assigned all of its rights in the Interconnection Agreement to its wholly owned subsidiary, FirsTel, Inc. ("FirsTel"), with final approval of such assignment by the Commission on November 16, 1999, in Docket No. PU-2182-99-540. Pursuant to the terms of the Amendment, the parties are requesting the Commission expedite its review and approval.

This Amendment supplements the original interconnection agreement between FirsTel and U S WEST which was approved by the Commission on January 27, 1999, in Case No. PU-1997-98-558. This Amendment allows FirsTel to access certain pre-existing combinations of unbundled network elements in accordance with the FCC's November 5, 1999 Order and related federal regulations. This Amendment amends the agreement by adding the terms, conditions and rates in regards to Unbundled Network Elements.

Also enclosed is an extra copy of this letter. Please date stamp the extra copy and return it to me in the enclosed self-addressed stamped envelope. Please send any and all correspondence regarding this matter to the undersigned. Thank you for your cooperation and assistance in this matter. Please feel free to contact me at (303) 793-6605 should you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to be "Kristine B. Macneal", written over a horizontal line.



2 **PU-1654-00-154**
04/05/2000
FIRSTEL, Inc / U S WEST
Letter re filing of Amendment

Pages: 2

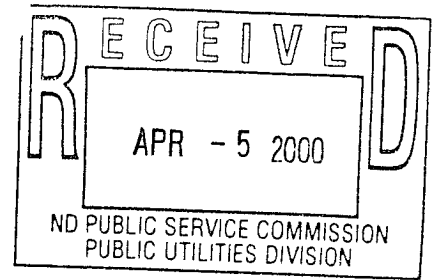
CC: Comm Legal Illona Jerry .

cc: Sue Weiske, General Counsel
Ionex Telecommunications, Inc.
5710 LBJ Freeway, Suite 215
Dallas, TX 75240

U S WEST, Inc. Law Department
Counsel, Interconnection
1801 California Street, 51st Floor
Denver, Colorado 80202

Scott A. Macintosh
Manager - Public Policy
U S WEST Communications, Inc.
220 N 5 Street
Bismarck, ND 58506

**Amendment No. 1
to the Interconnection Agreement
Between
FirsTel, Inc.
and
U S WEST Communications, Inc.
for the State of North Dakota**



FirsTel, Inc. ("CO-PROVIDER") and U S WEST Communications, Inc. ("USWC") enter into this Amendment No. 1 ("Amendment") to the arbitrated Interconnection Agreement between Advanced Communications Group, Inc. ("ACG") and USWC ("Interconnection Agreement").

RECITALS

WHEREAS, ACG and USWC entered into the Interconnection Agreement which was approved by the North Dakota Public Service Commission ("Commission") effective January 27, 1999; and

WHEREAS, ACG assigned all of its rights in the Interconnection Agreement to its wholly owned subsidiary, FirsTel, Inc., with final approval of such assignment by the Commission on November 16, 1999, in Docket No. PU-2182-99-540; and

WHEREAS, the Federal Communications Commission ("FCC") recently released a new list of unbundled network elements ("UNEs") that purportedly satisfy the "necessary" and "impair" standards of section 251(d)(2) of the Telecommunications Act of 1996. See, *In The Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98 (rel. Nov. 5, 1999). The effective date for implementation of the Order varies, with some provisions effective on February 17, 2000 and other provisions effective on May 17, 2000; and

WHEREAS, CO-PROVIDER desires to access certain preexisting combinations of unbundled network elements in accordance with the FCC's November 5, 1999 Order and related federal regulations, and whereas, the Parties' Agreement does not contain terms and conditions addressing such combinations; and

WHEREAS, CO-PROVIDER and USWC desire to amend the Agreement by adding the terms, conditions and rates contained herein.

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:

1. Amendment Terms.

This Amendment is made in order to add the terms, conditions and rates for Unbundled Network Elements Combinations, Customized Routing and Shared Interoffice Transport as

set forth in Attachment A, attached hereto and incorporated herein.

This Amendment is further made in order to update and replace the rates for Unbundled Network Elements as set forth in Exhibit A, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon execution.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by 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.

FirsTel, Inc.

Sue E. Weiske
Authorized Signature

SUE E WEISKE
Name Printed/Typed

GENERAL COUNSEL
Title

03-15-2000
Date

U S WEST Communications, Inc.

Patricia A. Kline
Authorized Signature

PATRICIA A. KLINE
Name Printed/Typed

GENERAL MANAGER
Title

03-20-2000
Date

ATTACHMENT 1**UNBUNDLED NETWORK ELEMENTS COMBINATIONS
CUSTOMIZED ROUTING AND SHARED INTEROFFICE TRANSPORT****1. Unbundled Network Elements Combinations (UNE Combinations)**

"UNE Combination" means a preexisting combination of legally binding and effective Section 251(c)(3) Unbundled Network Elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to CO-PROVIDER in its preexisting combined state, and on an "as is" basis, and at Section 252(d)(1) rates. UNE Combinations include UNE-P and Private Line Combinations when used to provide a "Significant Amount of Local Exchange Traffic."

1.1 General Terms

- 1.1.1 USWC shall provide CO-PROVIDER with nondiscriminatory access to preexisting combinations of unbundled network elements in accordance to 47 C.F.R. 51.315(b) including but not limited to the UNE-Platform (UNE-P) according to the following terms and conditions.
- 1.1.2 The Federal Communications Commission released its new list of unbundled network elements (UNEs) that purportedly satisfied the "necessary" and "impair" standards of Section 251(d)(2). See In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) (hereinafter "UNE Remand Order"). According to the ordering clauses of the UNE Remand Order, some portions of this UNE list become effective on February 17, 2000 and others on May 17, 2000. USWC will, upon request, allow CO-PROVIDER to access preexisting combinations of such network elements in accordance with 47 C.F.R. 51.315(b).
 - 1.1.2.1 USWC will only provide combinations of those unbundled network elements that are currently on the FCC's then effective list of UNEs or are properly added by the State Commission according to 47 C.F.R. 51.317. Therefore, if a court of competent jurisdiction stays the effectiveness of any portion of the list of UNEs or vacates any portion of the list of UNEs or if the FCC or State Commission takes an item off of its list of UNEs, that effected element or elements will no longer be available as part of a preexisting combination of elements.
 - 1.1.2.2 USWC will not uncombine any network element, facility, feature, or service for CO-PROVIDER to produce a combination of elements that were not already in a preexisting combined state.

- 1.1.2.3 USWC will not, on behalf of CO-PROVIDER, combine any element in its network or any UNE Combination with CO-PROVIDER's network elements, features or services to create a finished service. CO-PROVIDER must perform this work for itself within its collocation arrangement.
- 1.1.2.4 USWC will not, on behalf of CO-PROVIDER, create combinations of network elements, facilities, or features that it does not already have in a preexisting state.
- 1.1.2.5 UNE Combinations will not be directly connected to a USWC finished service, whether found in a tariff or otherwise, without going through a collocation. Notwithstanding the foregoing, CO-PROVIDER can connect its UNE Combination to USWC's Directory Assistance and Operator Services platforms.
- 1.1.2.6 If, at any time, a court, the FCC, the State Commission, or any other body of competent jurisdiction determines that a network element previously required to be unbundled under Section 251(c)(3) of the Act no longer meets the necessary or impair standards of the Act or otherwise is taken off of the UNE list, temporarily or permanently, then the 252(d)(1) prices for elements in CO-PROVIDER's Agreement or Exhibit A shall no longer apply to such network element. When this occurs, USWC shall have the right to increase the price of the network element according to any and all applicable law, rules and regulations. The element will also no longer be available to be included as part of a UNE Combination.

1.2 Description

UNE Combinations are available in six categories: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) Local Exchange Private Line (subject to the limitations set forth below) (iii) ISDN – either Basic Rate or Primary Rate, (iv) Digital Switched Service (DDS) and (v) PBX Trunks. If CO-PROVIDER desires access to a different UNE Combination pursuant to 47 C.F.R. 51.315(b), CO-PROVIDER may request access through the BFR Process set forth in CO-PROVIDER'S Agreement.

1.3 Terms and Conditions

- 1.3.1 USWC shall provide CO-PROVIDER with nondiscriminatory access to UNE Combinations, meaning: (a) of substantially the same quality as the comparable services that USWC provides service to its own retail customers, (b) in substantially the same time and manner as the comparable service that USWC provides to its own retail customers and (c) with a minimum of service disruption.

- 1.3.2 "UNE-P-POTS": Retail and/or Resale 1FR/1FB lines that are in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, Vertical Features (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement).
- 1.3.3 "UNE-P-PBX": Retail and/or resale PBX Trunks that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. UNE-P-PBX include the following preexisting combination of unbundled network elements: DS1 Capable Loop, Trunk Side Local Switch Port and Trunk Side Shared Transport [STANDARD OFFERING UNDER DEVELOPMENT]. (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement.)
- 1.3.3.1 USWC will begin making UNE-P-PBX preexisting combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to PBX Trunk combinations according to the standard intervals set forth in Section 1.5.
- 1.3.4 "UNE-P-DSS": Retail and/or resale Digital Switched Service (DSS) that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: [STANDARD OFFERING UNDER DEVELOPMENT] (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement).
- 1.3.4.1 USWC will begin making UNE-P-DSS preexisting combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to UNE-P-DSS preexisting combinations according to the standard intervals set forth in Section 1.5.
- 1.3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements Basic ISDN Capable Loop, Digital Line Side Port and Trunk Side Shared Transport [STANDARD OFFERING UNDER DEVELOPMENT]. In addition, vertical features not already associated with the Digital Line Side Port are

handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: [STANDARD OFFERING UNDER DEVELOPMENT] (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement).

1.3.5.1 USWC will begin making UNE-P-ISDN preexisting combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to UNE-P-ISDN preexisting combinations according to the standard intervals set forth in Section 1.5.

1.3.6. "Private Line Local Exchange UNE Combinations" (UNE-PL-X): Retail and/or resale private line circuits that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. There are many types of Private Line Local Exchange UNE Combinations. USWC will provide access to the following as standard offerings: UNE-PL-DS1 private line circuits are comprised of include the following unbundled network elements: DS1 Capable Loop and DS1 Unbundled Dedicated Interoffice Transport. [REMAINING STANDARD OFFERINGS UNDER DEVELOPMENT] (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement.) Other Private Line Local Exchange UNE Combinations (DS0 and DS3 with multiplexing) are under development.

1.3.6.1 USWC will begin making Private Line Local Exchange UNE Combinations available to CO-PROVIDER upon request beginning February 17, 2000. Until June 17, 2000, USWC will accept orders for such UNE Combinations on an Individual Case Basis. After this date, USWC will provide CO-PROVIDER with access to Private Line Local Exchange UNE Combinations according to the standard intervals set forth in Section 1.5.

1.3.6.2 CO-PROVIDER cannot utilize preexisting combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination when the preexisting combination of network elements is either a special access circuit or is otherwise used primarily as a basis to avoid payment of Switched Access charges unless CO-PROVIDER establishes to USWC that it is using the preexisting combination of network elements to provide a significant amount of local exchange traffic to a particular customer.

1.3.6.2.1 No private line or other unbundled loop dedicated transport combination is available for conversion into a UNE

Combination if it utilizes shared use billing, commonly referred to as ratcheting.

1.3.6.2.2 To find that a private line is carrying a "Significant Amount of Local Exchange Traffic," the following conditions must exist:

1.3.6.2.2.1 CO-PROVIDER must provide a minimum of 33% of the end user's local exchange traffic;

1.3.6.2.2.2 A significant amount of traffic on the circuit must be local exchange traffic; and,

1.3.6.2.2.3 The circuit must terminate (a) each end at a collocation or (b) one end at a collocation and the other at an end-user's premises.

1.3.6.2.3 There is a legal presumption that any and all Special Access circuits purchased out of federal tariffs are not available as UNE Combinations. If CO-PROVIDER can establish to USWC through documentary and, if available, other evidence that the preexisting combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then USWC will convert the Special Access circuit to a UNE Combination. If after CO-PROVIDER presents its evidence to USWC, CO-PROVIDER and USWC disagree as to whether the special access circuit is carrying a Significant Amount of Local Exchange Traffic, CO-PROVIDER can then go to the State Commission at which time CO-PROVIDER has the burden to establish to the State Commission by a preponderance of the evidence that the special access circuit is carrying a "Significant Amount of Local Exchange Traffic". If CO-PROVIDER meets its burden, the Special Access circuit will be converted to a UNE Combination. All rights of appeal will be preserved by both Parties.

1.3.6.2.4 USWC has the right to verify CO-PROVIDER's actual usage on a representative sample of CO-PROVIDER's private line circuits to determine the percentage of local exchange usage. If USWC can establish to CO-PROVIDER through documentary and, if available, other evidence that such a preexisting combination of unbundled network elements is not currently being used to carry a "Significant Amount of Local Exchange Traffic" then that combination of elements will not be available to CO-PROVIDER as a UNE Combination. If after USWC presents its evidence to CO-PROVIDER, USWC and CO-PROVIDER disagree as to whether the circuit is carrying a

“Significant Amount of Local Exchange Traffic”, USWC can then go to the State Commission at which time USWC has the burden to establish to the State Commission by a preponderance of the evidence that the preexisting combination does not meet the requisite requirements is carrying less than a “Significant Amount of Local Exchange Traffic”. If USWC meets its burden, the preexisting combination of unbundled network elements will not be available as a UNE Combination. All rights of appeal will be preserved by both Parties.

- 1.3.7 CO-PROVIDER may request access to and, where appropriate, development of, additional Rule 315(b) UNE Combinations pursuant to the Bona Fide Request Process in CO-PROVIDER’S Agreement. In its BFR request, CO-PROVIDER must identify the specific preexisting combination of UNEs it believes meets Rule 315(b), identifying each individual UNE by name as described in this Amendment or CO-PROVIDER’S Agreement.
- 1.3.8 The following terms and conditions are available for all types of UNE-P:
 - 1.3.8.1 UNE-P will include access to long distance (interLATA and intraLATA) and 911 emergency services and, if desired, by CO-PROVIDER, Operator Services and Directory Assistance.
 - 1.3.8.2 If USWC provides and CO-PROVIDER accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard USWC branding. CO-PROVIDER is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of USWC. However, at the request of CO-PROVIDER and where technically feasible, USWC will rebrand operator services and directory assistance in CO-PROVIDER’s name, in accordance with terms and conditions set forth in CO-PROVIDER’S Agreement.
 - 1.3.8.3 CO-PROVIDER may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CO-PROVIDER shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to Section 2.
 - 1.3.8.4 USWC shall provide to CO-PROVIDER, for CO-PROVIDER’s end users, E911/911 call routing to the appropriate Public Safety Answering Point (“PSAP”).USWC shall not be responsible for any failure of CO-PROVIDER to provide accurate end-user information for listings in any databases in which USWC is

required to retain and/or maintain end-user information. USWC shall provide CO-PROVIDER's end user information to the ALI/DMS ("Automatic Location Identification/Database Management System"). USWC shall use its standard process to update and maintain, on the same schedule that it uses for its end users, CO-PROVIDER's end user service information in the ALI/DMS used to support E911/911 services. USWC assumes no liability for the accuracy of information provided by CO-PROVIDER.

- 1.3.8.5 CO-PROVIDER shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intraLATA services. CO-PROVIDER shall follow all applicable laws, rules and regulations with respect to PIC changes and USWC shall disclaim any liability for CO-PROVIDER's improper PIC change requests.
- 1.3.8.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by the CO-PROVIDER.
- 1.3.8.7 CO-PROVIDER agrees to work in good faith with USWC, on all issues, including, if necessary, extending standard provisioning intervals, if CO-PROVIDER orders and/or projects orders for more than 500 UNE-P lines in any one month.
- 1.3.9 If a retail contract or tariff agreement exists between USWC and the end user customer or reseller utilizing the preexisting combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible party before the preexisting combination of elements is available for conversion into a UNE Combination.
- 1.3.10 If CO-PROVIDER requests that an existing resale customer be converted into a UNE Combination, the resale rate will continue to apply until the date USWC completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in Section 1.5.
- 1.3.11 CO-PROVIDER shall provide USWC with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to CO-PROVIDER'S Agreement and this Amendment. The forecast shall be updated every six months for the first year of the contract and each November CO-PROVIDER shall provide a forecast for the following calendar year. Each forecast shall provide: (a) Proposed volumes by month for each type of UNE Combination (by city and/or state); (b) CO-PROVIDER's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CO-PROVIDER's key contact personnel. The

information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section.

- 1.3.12 When end users switch from USWC to CO-PROVIDER, or to CO-PROVIDER from any other competitor and is obtaining service through a UNE Combination, such end users shall be permitted to retain their current telephone numbers if they so desire.
- 1.3.13 In the event USWC terminates the provisioning of any UNE Combination service to CO-PROVIDER for any reason, including CO-PROVIDER's non-payment of charges, CO-PROVIDER shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice to CO-PROVIDER's end users. USWC shall only be required to notify CO-PROVIDER of USWC's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.
- 1.3.14 CO-PROVIDER, or CO-PROVIDER's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CO-PROVIDER's end users contacting USWC will be instructed to contact CO-PROVIDER; however, unless specifically provided otherwise, nothing in this Amendment shall be deemed to prohibit USWC from discussing its products and services with CO-PROVIDER's end users who call USWC.

1.4 Rates and Charges

- 1.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in CO-PROVIDER's Agreement and Exhibit A for both recurring and non-recurring application.
 - 1.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in CO-PROVIDER's Agreement and Exhibit A.
 - 1.4.1.2 Nonrecurring charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. These non-recurring charges are described in CO-PROVIDER's Agreement and Exhibit A.
- 1.4.2 If the State Commission takes any action to adjust the rates previously ordered, USWC will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by USWC, the parties will abide by the adjusted rates on a going-forward basis.

- 1.4.3 CO-PROVIDER shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by USWC end users.
- 1.4.4 CO-PROVIDER shall pay USWC the PIC change charge associated with CO-PROVIDER end user changes of interLATA or intraLATA carriers. Any change in CO-PROVIDER's end users' interLATA or intraLATA carrier must be requested by CO-PROVIDER on behalf of its end user.
- 1.4.5 If a customer is served by CO-PROVIDER through a UNE combination, USWC will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that customer's phone after conversion to a UNE Combination is complete.
- 1.4.6 USWC shall have a reasonable amount of time to implement system or other changes necessary to bill CO-PROVIDER for Commission-ordered rates or charges associated with UNE Combinations.

1.5 Ordering Process

- 1.5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in CO-PROVIDER'S Agreement and in the UNE-P and UNE Combination Resource Guide.
- 1.5.2 Prior to placing an order on behalf of each end user, CO-PROVIDER shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in CO-PROVIDER'S Agreement.
- 1.5.3 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination Resource Guide, which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, CO-PROVIDER and USWC will use the standard provisioning interval for the equivalent retail service. Standard intervals do not apply when certain circumstances exist as specifically set forth in other aspects of this UNE Combination section. CO-PROVIDER and USWC can separately agree to due dates other than the standard interval.
- 1.5.4 Due date intervals are established when US WEST receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day. This interval may be impacted by order volumes and load control considerations.

- 1.5.5 CO-PROVIDER shall provide USWC with complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all customers served by UNE Combinations.
- 1.5.6 When USWC's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, USWC will render its closing bill to the end user effective with the disconnection. If USWC is not the local service provider, USWC will issue a bill to CO-PROVIDER for that portion of the service provided to CO-PROVIDER should CO-PROVIDER's end user, a new service provider, or CO-PROVIDER request service be discontinued to the end user. USWC will notify CO-PROVIDER by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. USWC will not provide CO-PROVIDER with the name of the other service provider selected by the end user.
- 1.5.7 For UNE Combinations, CO-PROVIDER shall provide USWC and USWC shall provide CO-PROVIDER with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

1.6 Billing

USWC shall provide CO-PROVIDER, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format as detailed in CO-PROVIDER'S Agreement, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for CO-PROVIDER review.

1.7 Maintenance and Repair

- 1.7.1 USWC will maintain facilities and equipment that comprise the service provided to CO-PROVIDER as a UNE Combination. CO-PROVIDER or its end users may not rearrange, move, disconnect or attempt to repair USWC facilities or equipment, other than by connection or disconnection to any interface between USWC and the end user, without the written consent of USWC.

2. Customized Routing

2.1 Description

- 2.1.1 Customized Routing permits CO-PROVIDER to designate a particular outgoing trunk that will carry certain classes of traffic originating from CO-PROVIDER's customers. Customized routing enables CO-PROVIDER to direct particular classes of calls to particular outgoing trunks which will permit CO-PROVIDER to self-provide or select among other providers of

interoffice facilities, operator services and directory assistance. Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

- 2.1.2 CO-PROVIDER may elect to route its end-user customers' traffic in the same manner as USWC routes its end-user customers' calls using existing USWC line class code(s). This option eliminates assignment and deployment charges applicable to new CO-PROVIDER line class code(s) required for custom or unique CO-PROVIDER routing requests.

2.2 Terms and Conditions

- 2.2.1 Customized Routing will be offered on a first-come, first-served basis.
- 2.2.2 CO-PROVIDER has two options by which to route its end-user customers' calls:
 - (a) CO-PROVIDER may elect to route all of its end-user customers' calls in the same manner as USWC routes its end-user customers' calls. This option allows CO-PROVIDER to use the same line class code(s) used by USWC and thus eliminates line class code(s) and deployment charges to the CO-PROVIDER.
 - (b) CO-PROVIDER may elect to custom route its end-user customers' calls differently than USWC routes its end user traffic. CO-PROVIDER may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CO-PROVIDER line class code(s). If a CO-PROVIDER line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.
- 2.2.3 In both option (a) and (b) above, CO-PROVIDER shall provide comprehensive routing information associated with any routing request. USWC will provide line class code(s) to the CO-PROVIDER for inclusion in the CO-PROVIDER LSR (Local Service Request).

2.3 Rate Elements

- 2.3.1 Charges for development of a new CO-PROVIDER line class code(s) for routing of Directory Assistance and Operator Services traffic is included in CO-PROVIDER's Agreement or Exhibit A. All other custom routing arrangements shall be billed on an individual case basis for each custom routed request.
- 2.3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in CO-PROVIDER's Agreement or Exhibit A. Installation

charges for all other custom routing arrangements shall be billed on an individual case basis for each switch in which the code is deployed.

2.4 Ordering Process

- 2.4.1 CO-PROVIDER shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with USWC. Refer to the New Customer Questionnaire contained in the Interconnect & Resale Resource Guide for a copy of the Service Inquiry.
- 2.4.2 After the Service Inquiry form is completed and provided to USWC, the pre-order meeting will be jointly established to provide USWC with the comprehensive network plan, specific routing requirements and desired due dates.
- 2.4.3 USWC will provide CO-PROVIDER a detailed time and cost estimate thirty (30) business days after the pre-order meeting.
- 2.4.4 If custom routing is requested, the CO-PROVIDER shall submit a 50% deposit for the establishment and deployment of a new CO-PROVIDER line class code(s). USWC will assign a new CO-PROVIDER line class code(s) and provide it to the CO-PROVIDER for inclusion in the LSR (Local Service Request) which the CO-PROVIDER will subsequently issue for deployment of the line class code(s) by USWC.
- 2.4.5 If CO-PROVIDER elects to route their end-users' calls in the same manner in which USWC routes its end-user customers' calls, establishment and deployment charges for new CO-PROVIDER line class code(s) will not apply. USWC will assign existing USWC line class code(s) and provide to the CO-PROVIDER for inclusion in the LSR (Local Service Request).
- 2.4.6 CO-PROVIDER must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

2.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of USWC.

3. Shared Interoffice Transport

USWC shall provide Shared Interoffice Transport in a non-discriminatory manner according to the following terms and conditions.

3.1 Description

- 3.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including USWC, between end office switches, between end office switches and tandem switches, and between tandem switches.

3.2 Terms and Conditions

- 3.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in this Amendment. The existing routing tables resident in the switch will direct both USWC and CO-PROVIDER traffic over USWC's interoffice message trunk network.
- 3.2.2 CO-PROVIDER may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

3.3 Rate Elements

- 3.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the rate described in Exhibit A.

3.4 Ordering Process

Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified differently by CO-PROVIDER. Ordering processes are contained in Section 1.5. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

3.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of USWC.

**NORTH DAKOTA RATES
FOR UNBUNDLED NETWORK ELEMENTS COMBINATIONS**

	Recurring Rates	Nonrecurring Rates
Unbundled Loops		
2-Wire Voice Grade Loop		
First Loop	\$19.75	\$105.79
Each Additional Loop	\$19.75	\$58.20
4-Wire Voice Grade Loop		
First Loop	\$38.50	\$105.79
Each Additional Loop	\$38.50	\$58.20
DS1 Capable Loop		
First Loop	\$102.22	\$513.56
Each Additional Loop	\$102.22	\$513.56
Basic Rate ISDN Capable Loop*		
First Loop	\$19.75	\$105.79
Each Additional Loop	\$19.75	\$58.20
<i>* Nonrecurring charges same as 2-Wire Voice Grade Loop</i>		
Local Switching		
Analog Line Side Port		
First Port	\$1.27	\$97.97
Each Additional Port	\$1.27	\$52.71
Local Originating Usage, per MOU	\$0.0025	
Vertical Features		
Call Forwarding - Busy Line	\$0.1386	N/A
Call Forwarding - Don't Answer	\$0.1696	N/A
Call Forwarding - Variable	\$0.1414	N/A
Call Forwarding - Variable Remote	\$0.1128	N/A
Call Hold	\$0.0568	N/A
Call Park-Store and Retrieve	\$0.1289	N/A
Call Pickup	\$0.0577	N/A
Call Transfer	\$0.2166	N/A
Call Waiting - Terminating/Cancel Call Waiting	\$0.1330	N/A
Distinctive Ringing	\$0.0797	N/A
Message Waiting/Indication-Audible/Visual	\$0.0662	N/A
Speed Call Long-Customer Changeable	\$0.0654	N/A
Station Dial Conferencing (6 way)	\$1.0508	N/A
Three Way Calling	\$0.0963	N/A
CLASS Call Waiting	\$0.0519	N/A
CLASS Calling Name and Number	\$0.1915	N/A
CLASS Calling Number Delivery	\$0.0808	N/A
CLASS Calling Number Delivery Blocking	\$0.3822	N/A
CLASS Continuous Redial	\$0.5008	N/A
CLASS Last Call Return	\$0.4258	N/A
CLASS Priority Calling	\$1.0829	N/A
CLASS Selective Call Forwarding	\$0.9206	N/A
CLASS Selective Call Rejection	\$1.7651	N/A

Exhibit A

CLASS Anonymous Call Rejection	\$0.3937	N/A
BRI/ISDN Digital Line Port		
First Port	\$17.13	\$277.13
Each Additional Port	\$17.13	\$277.13
DS1 Message Trunk Port	N/A	\$337.96
Shared Interoffice Transport	\$0.00439222	N/A
Interconnection Tie Pairs		
ITP Per Termination		
2 Wire DSO ITP	\$0.45	N/A
4 Wire DSO ITP Analog	\$1.32	N/A
DS1 ITP	\$1.32	N/A
DS3 ITP	\$17.65	N/A
Regeneration	\$14.98	N/A
DS1	-	-
DS3	-	-
Unbundled Dedicated Interoffice Transport		
DS0 UDIT	N/A	\$293.55
0 miles	\$4.12	-
Over 0 to 8 miles	\$4.12	-
Over 8 to 25 miles	\$4.12	-
Over 25 to 50 miles	\$4.12	-
Over 50 miles	\$4.12	-
DS1 UDIT	N/A	\$302.91
0 miles	0	-
Over 0 to 8 miles	\$41.30	\$0.65
Over 8 to 25 miles	\$41.53	\$0.94
Over 25 to 50 miles	\$41.53	\$1.75
Over 50 miles	\$41.47	\$1.59
DS3 UDIT	N/A	\$302.91
0 miles	-	-
Over 0 to 8 miles	\$289.99	\$12.34
Over 8 to 25 miles	\$290.37	\$12.80
Over 25 to 50 miles	\$290.59	\$11.72
Over 50 miles	\$299.46	\$28.34
Extended Unbundled Dedicated Interoffice Transport		
DS1 E-UDIT	\$59.70	\$448.36
DS3 E-UDIT	\$301.70	\$448.36
Low Side Channelization		
DS0 UDIT Low Side Channelization	\$6.57	N/A
DS1/DS0 Low Side Channelization	\$3.28	\$231.47

Exhibit A

Multiplexing

DS1 to DS0 Multiplexing

\$225.18

\$279.55

DS3 to DS1 Multiplexing

\$236.79

\$286.18

Customized Routing

ICB

ICB