

DIVIDER

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

**PU-2041-00-190
CCCND, Inc./U S WEST Communications
Interconnection Agreement Amendment
Application
Filed 4/24/2000 Closed 7/6/2000**

00

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Tuesday, August 29, 2000 2:45 PM
To: Scott, Sandi L.
Subject: Money Received.....

Case No. PU-2301-00-264 - \$149.80 from Covad Communications dba DIECA Communications

Case No. PU-2173-99-520 - \$1486.73 from Maslon Edelman Borman & Brand for Citizens Telecommunications

Company of North Dakota

Case No. PU-2041-00-190 - \$98.50 from Connect Communications Corporation

Case No. PU-2257-00-138 - \$151.69 from Swidler Berlin Shereff Friedman, LLP for Concentric Carrier Services

Inc.

Case No. PU-2281-00-219 - \$106.07 from Metromedia Fiber Network Services, Inc.

Case No. PU-2260-00-233 - \$106.06 from Integra Telecom

Case No. PU-1564-98-428 - \$74.17 from Pringle & Herigstad for RTCG

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

13 PU-2041-00-190
08/09/2000
U S WEST Communications
\$98.50 received

Pages: 0

CC: Comm Legal PUD (3)



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
220 N 5th Street
Bismarck, ND 58501

Ramona Maxwell
Connect Holding Company
124 W Capitol Ave #250
Little Rock AR 72201

RE: Case No. PU-2041-00-190
CCCND, 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-2041-00-190.

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 PUD (3)

MOTION

August 2, 2000

ADMITTED:
DATE: 8-2-00
KMF

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

PU-2041-00-190

I move the Commission bill: U S WEST Communications and CCCND, Inc. in the total amount of \$197.00 for costs incurred to date in PU-2041-00-190, CCCND, Inc./U S WEST, Interconnection Agreement-Amendment, Application.

Advertising Costs

U S WEST	\$98.50
CCCND, Inc.	\$98.50

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

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

Case No. PU-2041-00-190

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 **7th day of July, 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:

Ramona Maxwell
Connect Holding Company
124 W Capitol Ave #250
Little Rock AR 72201
Cert. No. 7099 3220 0002 8476 8265

John Munn
U S West Communications
1801 California St Rm 5100
Denver CO 80202
Cert. No. 7099 3220 0002 8476 8258

Sharon Helbling further deposes and says that on the **7th day of July, 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

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Pages: 2

07/07/2000

Public Service Commission

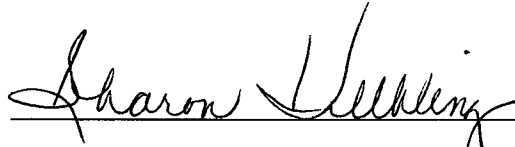
Affidavit of Service by Certified & Ordinary Mail

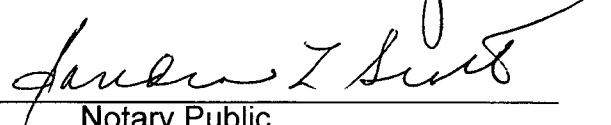
CC: Comm Legal PUD (3)

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

Subscribed and sworn to before me
this **7th day of July, 2000**.

SEAL





Notary Public

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

APPROVED BY: _____
DATE: 7-6-00
KME

MOTION

July 6, 2000

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

Case No. PU-2041-00-190

I move the Commission adopt the Order Approving Interconnection Agreement Amendment in the application of U S WEST for approval of a negotiated first amendment to its interconnection agreement with CCCND, Inc., Case No. PU-2041-00-190.

JRL/sdh

000190-5.doc

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

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

Case No. PU-2041-00-190

ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENT

July 6, 2000

On April 24, 2000, U S WEST Communications, Inc. (U S WEST) filed an application for approval of a negotiated first amendment to its interconnection agreement with CCCND, Inc. The amendment adds terms and conditions relating to cageless colocation and redefines the term of the agreement.

The amendment was 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 May 10, 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 June 30, 2000. No comments have been received.

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:

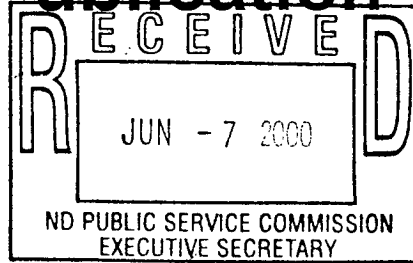
1. The interconnection agreement first amendment negotiated between U S WEST Communications, Inc. and CCCND, Inc. filed with the Commission on April 24, 2000, is APPROVED.
2. The Commission retains continuing jurisdiction over the amended agreement at all times.
3. Notice of any changes to the amended 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 Bruce Hagen Leo M. Reinbold
Commissioner President Commissioner

Affidavit of Publication



State of North Dakota)
County of Burleigh)

Laurie Thiel, being duly sworn, state as follows:

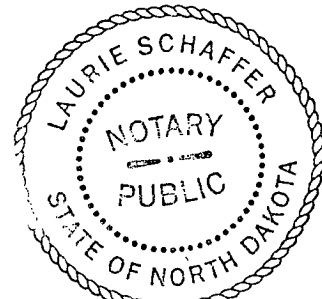
1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
2. The newspapers listed on the exhibits published the advertisement of:
CCN/US West, 1 time(s)
as required by law or ordinance.
3. All of the listed 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 2nd day of June A.D. 2000.

Laurie Schaffer

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



8 PU-1762-00-189 Pages: 11
06/07/2000
North Dakota Advertising Service, Inc.
Affidavit of Publication

8 PU-2041-00-190 Pages: 11
06/07/2000
North Dakota Advertising Service, Inc.
Affidavit of Publication

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Consolidated Communications Networks,
Inc./U S WEST
Interconnection Agreement-Amendment
Application

Case No. PU-1762-00-189

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

Case No. PU-2041-00-190

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 **11th day of May, 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:

L Dan Wilhelmson
Consolidated Comm Networks Inc
Box 1408
Dickinson ND 58602
Cert. No. Z324 719 759

Ramona Maxwell
Connect Holding Company
124 W Capitol Ave #250
Little Rock AR 72201
Cert. No. Z324 719 760

John Munn
U S West Communications
1801 California St Rm 5100
Denver CO 80202
Cert. No. Z324 719 761

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Pages: 2

05/11/2000

Public Service Commission

Affidavit of Service by Certified & Ordinary Mail

CC: Comm Legal PUD (3)

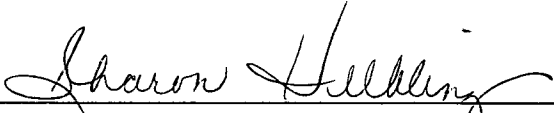
Sharon Helbling further deposes and says that on the **11th day of May, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

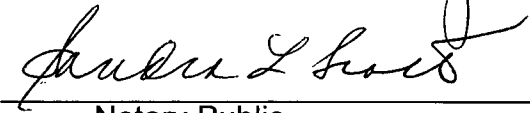
Scott Macintosh
U S WEST
P O Box 5508
Bismarck ND 58502-5508

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 **11th day of May, 2000**.





Notary Public

SEAL



STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Consolidated Communications Networks,
Inc./U S WEST
Amended Interconnection Agreement
Application

Case No. PU-1762-00-189

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

Case No. PU-2041-00-190

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 **11th day of May, 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

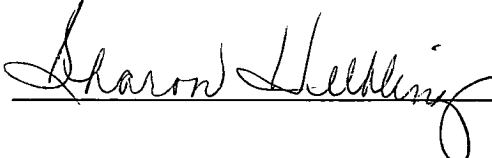
The envelopes were addressed as follows:

See Attached List

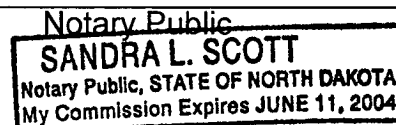
Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **11th day of May, 2000**.

SEAL







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Don Lee
81 Grand St
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Jerry Chapman
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Minneapolis MN 55403-0343

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L Dan Wilhelmson
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Meredith Gifford
GE Capital Comm Services Corp
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Ronald Laqua
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Halstad MN 56548-0055

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Diane Clark
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nlarsen@nvc.net
Clint Hans
Accent Communications Inc
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Groton SD 57445

smassey@bepc.com
Sheryl Massey
Basin Electric Power Coop
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Bismarck ND 58501-0564

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L Dan Wilhelmson
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Dickinson ND 58601-1077

drtc@drsolutions.com
Roger L Johnson
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cooperstown@mlgc.com
Ray Brown
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Cooperstown ND 58425

hold@texas.net
Dana Wilson
Home Owners Long Distance Inc
8647 wurzbach Rd #M-1
San Antonio TX 78240-1245

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Keith Anderson
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Nome ND 58062-0008

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Keith Anderson
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Bruce Reub
Interstate Telcom Consulting Inc
130 Birch Ave W
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Gerry Anderson
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Ardon Doran
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Pamela Harrington
Roberts Cty Tele Coop Assoc
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State Capitol
Bismarck ND 58505

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K Vannin
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Suzy Schwandt
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Keith Anderson
Valley Communications Inc
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Nome ND 58062

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Tony Susak
VoCall Communications Corp
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bonniek@westriv.com
Bonnie Krause
West River Telecomm Coop
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Hazen ND 58545-0467

pihland@means.net
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Wolverton MN 56594

Neil Talbot
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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

John Session
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

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

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

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

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

Darcy Delaney
DavelTel Inc
10120 Windhorst Rd
Tampa FL 33619

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

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

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

Framco Inc
P O Box 388
Fargo ND 58107

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

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

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

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

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

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

Sue Weiske
Ionex Communications North Inc
5710 LBJ Frwy Ste 215
Dallas TX 75240

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

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

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

LCI International Telecom Corp
4650 Lakehurst Ct
Dublin OH 43017

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

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

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

MCImetro Access Transmission Services
1801 Pennsylvania Ave NW
Washington DC 20006

McLeodUSA
P O Box 3177
Cedar Rapids IA 52406-3177

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

Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

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

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

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

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

Mike Strand
MITS
PO Box 5237
Helena MT 59604-5237

MXV Communications LLC
100 Rowland Way Ste 145
Novato CA 94945

Dave Crothers
NDATC
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Mandan ND 58554-1144

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

Sharon Meinhart
NetLogix Telecom Inc
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Santa Barbara CA 93101

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

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

Patrick DeLaney
Overlook Communications International
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Roswell GA 30076

Bryan Engle
Parcel Consultants Inc
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Cedar Grove NJ 07009

Primus Telecommunications Inc
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McLean VA 22102

Quintelco Inc
1 Blue Hill Plaza
Pearl River NY 10965

Dean Polkow
RCC Network Inc
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Alexandria MN 56308-2000

Gene Sloan
Reservation Telephone Cooperative
Parshall ND 58770

Lisa Dabkowski
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North Haven CT 06743

Randy Burckhard
SRT Communications Inc
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Minot ND 58702-0789

Nextel Wes. Corp
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Reston VA 20191-3436

Holly Sasscer
Operator Communications Inc
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Dallas TX 75234-7910

Pamcomm
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Sioux Falls SD 57117-5200

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Minot ND 58702-1000

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RCN Long Distance Company
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Princeton NJ 08540

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Helena MT 59604-5237

Andrew Jones
Sprint
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Kansas City MO 64114

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

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Boca Raton FL 33432-7451

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Telco Communications
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Arlington VA 22209-2297

Al Bosch
Tele-Beep Company
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Bismarck ND 58502-7072

Liz Petroni
Teltrust Comm Services Inc
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Salt Lake City UT 84121

Kenneth Carlson
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Langdon ND 58249-0729

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University of North Dakota
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Jack Medaris
Telco Partners Inc
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Blue Bell PA 19422

Tele-Tech Inc
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Sioux Falls SD 57104-3660

T-Netix Inc
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Denver CO 80202

Sam Billingsley
United States Advanced Network Inc
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Norcross GA 30071

Dennis Houston
Universal Network Services of ND
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Orange CA 92867

USBG Inc
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Alsip IL 60658

Randy Houdek
Venture Communications Inc
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Highmore SD 57345-0157

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

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

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

Western CLEC Corporation
3650 131st Ave SE #400
Bellevue WA 98006

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

Helbling, Sharon D.

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. In addition, would you also run them as "New Item Only" articles.

Please 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 328-4076.

Thank you.

Sharon Helbling
Public Utilities Division

5 **PU-2041-00-190**

Pages: 1

05/11/2000

Public Service Commission

Notice e-mailed to NDNA requesting
publication

CC: Comm Legal PUD (3)

MOTION

May 10, 2000

**Consolidated Communications Networks, Inc./U S
WEST
Interconnection Agreement-Amendment
Application**

Case No. PU-1762-00-189

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

Case No. PU-2041-00-190

I move the Commission issue a Notice of Opportunity to File Written Comments in the above Interconnection Agreement Amendment Applications, Case Nos. PU-1762-00-189 and PU-2041-00-190.

JRL/sdh

000190-2.doc

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Consolidated Communications Networks, Inc./U S WEST
Interconnection Agreement-Amendment Application

Case No. PU-1762-00-189

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

Case No. PU-2041-00-190

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

May 10, 2000

On April 24, 2000, in Case No. PU-1762-00-189, U S WEST Communications, Inc. (U S WEST) filed an application for approval of a negotiated fourth amendment to its interconnection agreement with Consolidated Communications Networks, Inc. The amendment adds terms and conditions relating to cageless colocation.

Also on April 24, 2000, in Case No. PU-2041-00-190, U S WEST filed for approval of a negotiated first amendment to its interconnection agreement with CCCND, Inc. The amendment adds terms and conditions relating to cageless colocation and redefines the term of the agreement.

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.

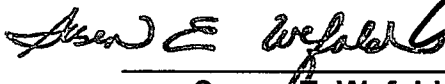
In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253.

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.

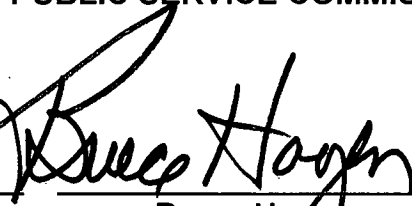
The Commission will receive written comments on these Interconnection Agreements until June 30, 2000.

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.


PUBLIC SERVICE COMMISSION



Susan E. Wefald
Commissioner



Bruce Hagen
President



Leo M. Reinbold
Commissioner

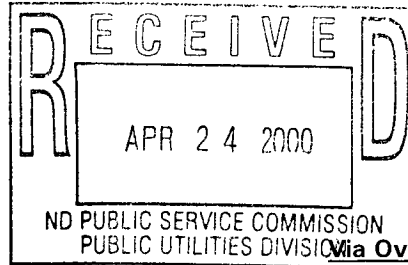
U S WEST, Inc.
7800 E. Orchard Road, Suite 250
Englewood, Colorado 80111
(303) 793-6605-Phone
(303) 793-6633-Fax
kxmacne@uswest.com



Kristine B. Macneal
Contract Administrator

Contract Development
and Services

Law Department



Via Overnight Delivery

April 19, 2000

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 CCCND, Inc. dba Connect!**

Dear Mr. Mielke:

Enclosed for filing is an original and seven (7) copies of the First Amendment to the Interconnection Agreement (the "Amendment") between CCCND, Inc. dba Connect! ("Connect") and U S WEST Communications, Inc. ("U S WEST"). This Amendment was reached through voluntary negotiation between U S WEST and Connect. 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 Connect and U S WEST which was approved by the Commission on April 29, 1999, in Case No. PU-2041-99-71. This Amendment allows for the modification of Section 8, Collocation, by adding terms and conditions relating to Cageless Physical Collocation and deleting, in its entirety, Section 3, Term of Agreement and replacing it with new language.

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



2 PU-2041-00-190
04/24/2000
CCCND, Inc. / U S WEST Communications
Cover letter re filing

Pages: 2

CC: Comm Legal PUD (3)

cc: Ramona Maxwell
Connect Holding Company
124 West Capitol Avenue, #250
Little Rock, Arkansas 72201

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 ONE
TO THE
ARBITRATED INTERCONNECTION AGREEMENT
BETWEEN
CCCND, INC. DBA CONNECT!
AND
U S WEST COMMUNICATIONS, INC.
FOR THE STATE OF NORTH DAKOTA**

This Amendment No. One ("Amendment") to the Arbitrated Interconnection Agreement ("Interconnection Agreement") between CCCND, Inc. dba Connect! ("Co-Provider") and U S WEST Communications, Inc. ("USW"), shall be deemed effective as of the date of its approval by the North Dakota Public Service Commission ("Commission").

WHEREAS, the Parties entered into an Interconnection Agreement executed by Co-Provider on December 17, 1998 and by USW on December 23, 1998, which was approved by the Commission on April 29, 1999; and

WHEREAS, the Parties desire to amend the Interconnection Agreement.

NOW, THEREFORE, the Parties agree to amend the Interconnection Agreement by:

- (1) Modifying Section 8, Collocation, by incorporating and making a part of the Interconnection Agreement the following Exhibit A. Exhibit A is intended to add terms and conditions related to Cageless Physical Collocation only. Terms and conditions related to any other type of Collocation in the Interconnection Agreement will remain in full force and effect; and
- (2) Deleting in its entirety, Section 3, Term of Agreement, in the Interconnection Agreement and replacing it with the following language:

3. Term of Agreement


This Interconnection Agreement shall become effective upon the Commission approval date and shall expire on December 31, 1999. After the date specified above, the Interconnection Agreement shall continue in force and effect until terminated by either Party providing one hundred sixty (160) days written notice of termination to the other Party. The day the notice is served will determine the starting point for a 160-day negotiation period (in accordance with 252(b)1 of the Act). In the event of such termination, existing or pending service arrangements made available under this Interconnection Agreement shall continue in total without interruption under either a) a new or adoption agreement executed by the Parties, or b) tariff terms and conditions generally available to all co-providers.

- 3.1 If the Parties are unable to negotiate a new agreement during the negotiation period described above, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act will occur between days 135 and 160 of the 160-day notice period.

3.2 If the Parties are able to reach agreement, this Interconnection Agreement shall continue for the brief period of time needed to secure the Commission's approval of an adoption or a new interconnection/resale agreement. In the case of Section 3.1 above, this Interconnection Agreement will expire on the termination date specified in the one hundred sixty (160) day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Interconnection Agreement shall continue for the period necessary for the Commission to act and resolve the disputed issues so that the Parties will have an effective interconnection/resale agreement.

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

CCCND, Inc. dba Connect!




Signature
Bill Jester

Name Printed/Typed
VP / Director of Op

Title
3/30/00

Date

U S WEST Communications, Inc.



Signature
Elizabeth J. Stamp

Name Printed/Typed
Director - Interconnect

Title
04/05/00

Date

EXHIBIT A

CAGELESS PHYSICAL COLLOCATION

1. Description

Cageless Physical Collocation is a non-caged area within a USW Wire Center. Space will be made available in single frame bay increments. The minimum square footage is nine (9) square feet per bay. Space will be provided utilizing USW standard equipment bay configurations in which Co-Provider can place and maintain its own equipment. Co-Provider is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross-connections required within Co-Provider's leased collocation space. Co-Provider will be required to maintain the same NEBS safety standards adhered to by USW. Included in NEBS are telecommunications equipment safety standards applicable at the time of equipment installation.

2. Terms and Conditions

- 2.1 With respect to any technical requirements or performance standards specified in this Amendment, USW shall provide Cageless Physical Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- 2.2 Co-Provider 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. Co-Provider 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 actually be used by Co-Provider for the purpose of obtaining interconnection or access to unbundled network elements.
- 2.3 Cageless Physical Collocation is a non-caged area within a USW Wire Center. Space will be made available in single frame bay increments. The minimum square footage is nine (9) square feet per bay. Space will be provided utilizing USW standard equipment bay configurations in which Co-Provider can place and maintain its own equipment. Co-Provider is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross-connections required within Co-Provider's leased collocation space. Co-Provider will be required to maintain the same NEBS safety standards adhered to by USW. Included in NEBS are telecommunications equipment safety standards applicable at the time of equipment installation.
- 2.4 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 Co-Providers' equipment bays. Co-Provider may request, through the USW Space Reclamation Policy, a price quote to rearrange USW equipment to provide Co-Provider 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, Co-Provider must note those needs on the collocation form. Such spacers added space requirements may not be available and may require added costs to provision.

2.5 Co-Provider owns and is responsible for the installation, maintenance and repair of its telecommunications bays and equipment located within the space leased from USW. Co-Provider may access its own Collocated equipment.

2.6 Where available, Co-Provider 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.

2.6.1 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 Co-Provider. There are standard demarcation points where unbundled network elements and ancillary services may be delivered to Co-Provider. Co-Provider shall specify its choice of standard demarcation points for its access to UNEs and ancillary services. One standard demarcation point is at Co-Provider-provided cross connection equipment in Co-Provider's Collocation space. A second standard demarcation point is at an InterConnection Distribution Frame. To the extent Co-Provider selects a demarcation point outside of its collocated space, such as an ICDF, Co-Provider shall provide and USW shall install the tie cables from Co-Provider's collocated equipment to the demarcation point. Alternatively, USW shall provide and install these tie cables, at Co-Provider's expense.

2.6.2 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:

2.6.2.1 Co-Provider-provided cross-connection equipment located in Co-Provider's Collocation Space; or

2.6.2.2 if Co-Provider elects to use ICDF Collocation, at the InterConnection Distribution Frame (ICDF); or

2.6.2.3 if Co-Provider elects to use an ICDF in association with its Collocation, at the ICDF.

2.7 Co-Provider 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 Co-Provider-provided cross-connection device.

2.8 All equipment placed will meet NEBS standards and will be installed in accordance with USW Technical Publications 77350, 77351, 77355, 77367,

77386 and 77390. USW shall provide standard central office alarming pursuant to USW Technical Publication 77390 within the Central Office environment, but not to the Co-Provider equipment. Co-Provider is responsible for the monitoring of its own equipment.

- 2.9 Requests for Collocation may be denied due to the lack of sufficient space in a USW Central Office for placement of Co-Provider's equipment. If USW determines that the amount of space requested by Co-Provider for Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered for Collocation. Co-Provider also would be offered another form of collocation as an alternative. In the event the original collocation request is not available due to lack of sufficient space, and Co-Provider did not specify an alternative form of collocation on the original order form, Co-Provider will be required to submit a new order for the Co-Provider's preferred alternative collocation arrangement. In the event that USW requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well.
- 2.10 Requests for Collocation from Co-Provider will be processed on a first come, first serve basis by USW, but in the event Co-Provider 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:
 - 2.10.1 USW and Co-Provider shall work cooperatively and in good faith to establish a project plan and schedule to implement Co-Provider'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;
 - 2.10.2 The project plan established by USW and Co-Provider to implement Co-Provider's request for Collocation may also be used by Co-Provider to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week, per state submitted by Co-Provider are being processed by USW;
 - 2.10.3 Should the Parties not reach agreement on the project plan, Co-Provider's requests for Collocation shall be addressed by USW on an individual case basis.
- 2.11 If USW denies a request for Collocation in a USW Wire Center due to space limitations, USW shall allow Co-Provider 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 Co-Provider. If, after the tour of the premises, USW and Co-Provider disagree about whether space limitations at the Wire Center make Collocation impractical, USW and Co-Provider may present their argument to the Commission.
 - 2.11.1 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.

- 2.11.2 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.
- 2.11.3 If a request for Collocation is denied due to a lack of space in a USW Central Office, Co-Provider 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. Co-Provider has thirty (30) business days to accept the quote. If Co-Provider accepts the quote, work will begin on receipt of 50% of the quoted charges and proof of insurance, with the balance due on completion.
- 2.11.4 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.
- 2.11.5 Out of Space Filings. Co-Provider terminations will be placed on the appropriate USW cross connection frames using standard engineering principles. Co-Provider 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 Co-Provider.
- 2.12 All equipment and installation shall meet earthquake rating requirements.
- 2.13 Transmission Facility Access to Collocation Space. For Virtual or Physical Collocation, Co-Provider 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.
- 2.14 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 Co-Provider's collocated equipment within the USW central office and a Collocation Point of Interconnection (C-POI) outside the central office where Co-Provider shall terminate its fiber-optic facility.
 - 2.14.1 Co-Provider 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 Co-Provider's leased collocation space (Caged or Cageless Physical Collocation) or Co-Provider's equipment (Virtual Collocation). The USW provided facility from the C-POI to the leased Collocation space (Physical Collocation) or Co-Provider's equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility.

- 2.14.2 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between Co-Provider's fiber facilities delivered to the C-POI and Co-Provider's collocation space in increments of 12 fibers. Co-Provider'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 Co-Provider's collocation space and the FDP. The FDP provides USW with test access and a connection point between the transport fiber and Co-Provider's interconnection cable.
- 2.14.3 Cross-connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between Co-Provider's fiber facilities delivered to a C-POI and multiple locations within the USW wire center. Co-Provider'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 Co-Provider locations in the office. This option also supports transitions from one form of collocation to another.
- 2.14.3 Express Fiber Entrance Facility -- USW will place a Co-Provider-provided fiber cable from the C-POI directly to Co-Provider's collocation space. If the Co-Provider-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).

2.15 USW will designate the location of the C-POI for Collocation arrangements.

- 2.16 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.
- 2.17 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 Co-Provider will also be taken into consideration.
- 2.18 Entrance Facilities described above, Co-Provider may purchase, where available, USW tariffed or cataloged Private Line services between its Wire Center and its collocation space in a USW Wire Center.
- 2.19 As an alternative to the Fiber Entrance Facilities described above, Co-Provider may purchase Extended Unbundled Dedicated Interoffice Transport (E-UDIT) between Co-Provider's Wire Center and Co-Provider's collocation space in the USW serving Wire Center.
- 2.20 USW will review the security requirements and hours of access with Co-Provider. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all Co-Provider approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.
- 2.21 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 Co-Provider personnel and its designated agents.
- 2.22 Co-Provider shall be restricted to corridors, stairways, and elevators that provide direct access to Co-Provider's space, or to the nearest restroom facility, eyewash station or drinking water from Co-Provider's designated space, and such direct access will be outlined during Co-Provider's orientation meeting. Access shall not be permitted to any other portion of the building.
- 2.23 Nothing herein shall be construed to limit Co-Provider's ability to obtain any or all types of USW Collocation in a single location, provided space is available. Other types of Collocation will require a new Amendment to the Interconnection Agreement.
- 2.24 For Cageless Physical Collocation, Co-Provider must lease space for the placement of Co-Provider's equipment within USW's Central Office. USW will provide the structure that is necessary in support of Collocation including physical space, required cabling between equipment and other associated hardware.

- 2.25 Cancellation of Collocation Request. Co-Provider 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. Co-Provider shall be responsible for payment of all costs incurred by USW up to the point where cancellation is received.
- 2.26 Termination of Collocation Arrangement. Co-Provider may terminate a completed collocation arrangement by submitting a written request via certified mail to the USW Account Manager. USW shall provide Co-Provider a quotation for the costs of removing Co-Provider's collocated equipment and cabling, which will be paid by Co-Provider within thirty (30) days of the removal of the equipment and cabling by USW.
- 2.27 Co-Provider may construct its own connection, using copper or optical fiber equipment, between Co-Provider's equipment and that of another Co-Provider. Using an approved vendor, Co-Provider may place its own connecting facilities outside of the actual physical collocation space, subject only to reasonable safety limitations.
- 2.28 USW will provide Co-Provider 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 Co-Provider through direct use of USW's existing cross connection network. Co-Provider and USW will share the same distributing frames for similar types and speeds of equipment, where technically feasible and space permitting.
- 2.29 Collocation of Switching Equipment. Co-Provider will only collocate within a USW Central Office equipment that is necessary for interconnection or access to unbundled network elements. For purposes of this paragraph, 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. If USW successfully opposes or appeals such collocation, and if the regulatory body or court does not establish terms and procedures for removal of the non-compliant equipment, Co-Provider must remove all non-compliant collocated equipment within thirty (30) days of receiving notice, at Co-Provider's expense. Furthermore, before any equipment is installed, Co-Provider 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.
- 2.30 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. Co-Provider 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, Co-Provider will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If Co-Provider 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 Co-Provider's expense.

3. Rates and Charges

- 3.1 Rates for Cageless Physical Collocation are contained on Attachment 1 to this Amendment.
- 3.2 The following elements are used to develop a price quotation in support of Cageless Physical Collocation.
 - 3.2.1 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 Co-Provider on the Collocation Order Form. If feasibility determines space is available, a quote is then developed by USW for the work to be performed.
 - 3.2.2 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to Co-Provider 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.
 - 3.2.3 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 Co-Provider 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.
 - 3.2.4 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to Co-Provider provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
 - 3.2.5 -48 Volt DC Power Charge. Provides -48 volt DC power to Co-Provider collocated equipment. Charged on a per ampere basis.
 - 3.2.6 -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. Charged per A and B feeder, per foot.
 - 3.2.7 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 Co-Provider'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.

- 3.2.8 Inspector Labor Charge. Provides for USW qualified personnel, acting as an inspector, when Co-Provider 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 Co-Provider.
- 3.2.9 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 Co-Provider.
- 3.2.10 Cross-Connect Terminations The Cross-Connect Terminations establish the termination on the appropriate cross-connect device.
- 3.2.10.1 If USW provides the equipment cable for Co-Provider, 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 Co-Provider collocated equipment and the appropriate cross-connect device.
- 3.2.10.2 If Co-Provider 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 Co-Provider collocated equipment and the appropriate cross-connect device.
- 3.2.11 Collocation Cable Racking – A charge for cable racking required for placement of Co-Provider'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.

- 3.2.12 Collocation Grounding Charge. A charge associated with providing grounding for Co-Provider's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to Co-Provider's cage enclosure or common space where required.
- 3.2.13 Security Charge - The keys/card readers and video cameras as may be required for Co-Provider 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.
- 3.2.14 CO Synchronization - CO Synchronization provides Composite Clock and/or DS1 Synchronization signals traceable to a Stratum 1 source. Co-Provider 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 Co-Provider on the Collocation Order Form. The recurring rate is billed per equipment bay as set forth in Appendix A as amended and attached hereto.
- 3.2.15 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space. It also includes air conditioning (to support Co-Provider 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.
- 3.2.16 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and 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.

- 3.2.17 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.
- 3.2.18 Back-Up AC Power Charge - Standard AC outlet used by Co-Provider for the purpose of powering test equipment, tools etc.

4. Ordering - Cageless Physical Collocation

- 4.1 Any changes, modifications or additional engineering requested by Co-Provider, 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.
- 4.2 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 Co-Provider'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 will be available to Co-Provider 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. Recurring monthly charges for the Collocation commence upon the completion of the Collocation.
- 4.3 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 Co-Provider's Collocation request.
- 4.4 The intervals in Section 4.2 above apply to a maximum of five (5) collocation orders per Co-Provider per week. If six (6) or more collocation orders are required by Co-Provider in a one-week period, intervals shall be individually negotiated.

5. Billing

- 5.1 Upon completion of USW construction activities and Co-Provider payment of the remainder of the nonrecurring charges, USW will allow Co-Provider 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. Co-

Provider will sign off on the completion of the physical space via the Cageless Physical Collocation completion package. Co-Provider may then proceed with the installation of its equipment in the Collocation space. Once Co-Provider's equipment has been installed and cable is provided for the Co-Provider's equipment terminations, USW will complete all remaining work activities.

- 5.2 Upon completion of USW construction activities and Co-Provider payment of the remainder of the nonrecurring charges, USW will allow Co-Provider 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. Co-Provider will sign off on the completion of the physical space via the Cageless Physical Collocation completion package. Co-Provider may then proceed with the installation of its equipment in the Collocation space. Once Co-Provider's equipment has been installed and cable is provided for the Co-Provider's equipment terminations, USW will complete all remaining work activities.
- 5.3 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, USW will provide Co-Provider a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by Co-Provider and USW, Co-Provider 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.
- 5.4 In the event USW has completed all associated construction activities and Co-Provider has not completed its associated activities (e.g., delivering fiber to the POI, providing tie cables for connecting to the distribution frames, etc.), USW will begin billing for all monthly Collocation charges. When Co-Provider is ready to complete its activities, final test and turn-up will be performed under the maintenance and repair process contained herein.

6. Maintenance and Repair

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

**ATTACHMENT 1
NORTH DAKOTA
CAGELESS PHYSICAL COLLOCATION RATES AND CHARGES**

Collocation Rates	Recurring Charge	Nonrecurring Charge
- 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

Collocation Rates	Recurring Charge	Nonrecurring Charge
- Channel Regeneration		
- DS1 Regeneration	267.33	\$ 0
- DS3 Regeneration	64.92	\$ 0
- Grounding		
- 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
- Physical Collocation		
- Space Construction and Site Preparation	N/A	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

P24-2041-00-190

RECEIVER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:
Ramona D Napuehl
Connect Holding Company
424 W Capital Ave #250
Little Rock Ar 72201

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
7-11-00
C. Signature
X *[Signature]* Agent Addressee
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

Article Number (Copy from service label)
7099 3220 0002 8476 8265

P24-2041-00-190

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Ramona D Napuehl
Connect Holding Company
124 W Capital Ave #250
Little Rock Ar 72201

2. Article Number (Copy from service label)
3 324 719 760

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
5-15-00
C. Signature
X *[Signature]* Agent Addressee
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes