

DIVIDER

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

PU-2146-00-314

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

Application

00

Filed 6/28/2000

Closed 9/1/2000

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Tuesday, October 10, 2000 1:48 PM
To: Scott, Sandi L.
Subject: Money Received.....

Case No. PU-2317-00-293
Qwest (U S WEST)
\$80.29

Case No. PU-2323-00-311
Qwest (U S WEST)
\$80.29

Case No. PU-2146-00-314
Qwest (U S WEST)
\$80.30

13 **PU-2146-00-314**

Pages: 1

\$80.30 received

by U S WEST Communications

10/10/2000

CC: Comm Legal PUD (3)

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, October 02, 2000 2:50 PM
To: Scott, Sandi L.
Subject: Money Received....

Case No. PU-2146-00-314 - DSL.net, Inc. - \$80.30

12 PU-2146-00-314

Pages: 0

\$80.30 received

1

by DSLnet Communications, LLC / U S WEST Commu
10/02/2000 CC: Comm Legal PUD (3)

MOTION

September 20, 2000

APPROVED
DATE: 9-20-00
KMF

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

PU-2146-00-314

I move the Commission bill DSLnet Communications, LLC and U S WEST
Communications, Inc. for costs incurred to date in Case No. PU-2146-00-314,
DSLnet Communications, LLC / U S WEST Communications, Interconnection
Agreement - Amendment, Application.



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

September 20, 2000

Executive Secretary
Jon H. Mielke

Wendy Bluemling
DSLnet Communications LLC
545 Long Wharf Dr 5th Fl
New Haven CT 06511

John Munn
U S WEST Communications
1801 California St Rm 5100
Denver CO 80202

RE: Case No. PU-2146-00-314
DSLnet Communications, LLC/U S WEST Communications
Interconnection Agreement - Amendment
Application

Enclosed is a copy of the statement approved at the September 20, 2000 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2146-00-314.

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.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gloria Geiger".

Gloria Geiger
Administrative Assistant
701-328-2401
Federal Tax ID 45-0309764

Enc.

c: Scott Macintosh
U S WEST Communications
PO Box 5508
Bismarck ND 58502-5508

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

Billing Statement

September 20, 2000

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

PU-2146-00-314

Expenses Incurred to Date:

Advertising Costs	\$160.60
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Amount Due:

DSLnet Communications, LLC	\$80.30
U S WEST Communications, Inc.	\$80.30

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

DSLnet Communications, LLC/U S WEST
Interconnection Agreement
Application

Case No. PU-2146-00-314

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 **31st day of August, 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:

John Munn
U S West Communications
1801 California St Rm 5100
Denver CO 80202
Cert. No. 7099 3400 0014 4513 7566

Wendy Bluemling
DSLnet Communications, LLC
545 Long Wharf Dr 5th Fl
New Haven CT 06511
Cert. No. 7099 3400 0014 4513 7542

Sharon Helbling further deposes and says that on the **31st day of August, 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.

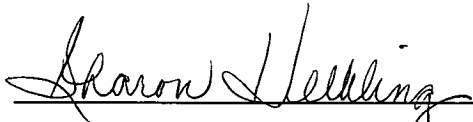
Scott Macintosh
U S WEST
P O Box 5508
Bismarck ND 58502-5508

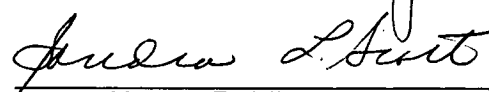
Dir-Interconnection Compliance
U S WEST
1801 California St Rm 2410
Denver CO 80202

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

Subscribed and sworn to before me
this **31st day of August, 2000.**

SEAL





Notary Public

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

PU-2146-00-314

Copies To:

Commissioner Wefald

State Library (8 copies)

Historical Society

Associated Press

MOTION

APPROVED:

DATE: 8-30-00
KMF

August 30, 2000

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

Case No. PU-2146-00-314

I move the Commission adopt the Order Approving Interconnection Agreement Amendment in the application by U S WEST for approval of an interconnection agreement amendment negotiated with DSLnet Communications, LLC, Case No. PU-2146-00-314.

JRL/sdh

000314-5.doc

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

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

Case No. PU-2146-00-314

ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENT

August 30, 2000

On June 28, 2000, U S WEST Communications, Inc. (U S WEST) filed an application for approval of an interconnection agreement first amendment negotiated with DSLnet Communications, LLC. The amendment adds terms, conditions, and prices for the provision of Unbundled Dedicated Interoffice Transport, symmetric Digital Subscriber Loop and line conditioning in the form of Load Coil and Bridge Tap removals.

The agreement 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 which 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 July 6, 2000, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive written comments on the agreement until August 18, 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:

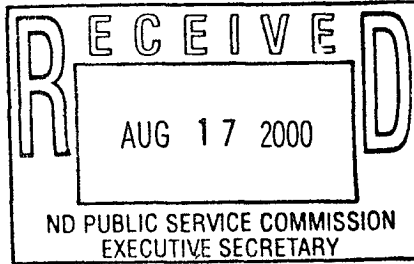
1. The interconnection agreement negotiated between U S WEST Communications, Inc. and DSLnet Communications, LLC filed with the Commission on June 28, 2000, is APPROVED.
2. The Commission retains continuing jurisdiction over the amended agreement at all times.
3. Notice of any changes to the amended 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

		
<hr/>	<hr/>	<hr/>
Susan E. Wefald Commissioner	Bruce Hagen President	Leo M. Reinbold Commissioner

Affidavit of Publication

State of North Dakota)
County of Burleigh)



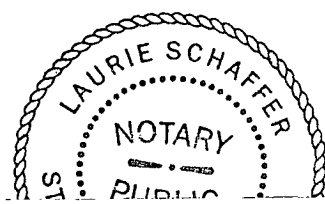
Laurie Thiel, being duly sworn, state as follows:

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:
HTC, New Path, DSL net, 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 20th day of July A.D. 2000.

Laurie Schaffer



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

7 PU-2317-00-293 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
08/17/2000 CC: Comm Legal PUD (3)

7 PU-2323-00-311 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
08/17/2000 CC: Comm Legal PUD (3)

7 PU-2146-00-314 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
08/17/2000 CC: Comm Legal PUD (3)

Notice of Opportunity To File Written Comments
July 6, 2000

Case # PA-2146-00-314

Bismarck	7-12
Devils Lake	7-12
Dickinson	7-12
Fargo	7-17
Grand Forks	7-12
Jamestown	7-12
Minot	7-12
Valley City	7-12
Wahpeton	7-12
Williston	7-12

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**HTC Services, Inc./U S WEST
Interconnection Agreement
Application**

Case No. PU-2317-00-293

**NewPath Holdings, Inc./U S WEST
Interconnection Agreement
Application**

Case No. PU-2323-00-311

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

Case No. PU-2146-00-314

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, **four** 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. 7099 3220 0002 8476 8036

Mick Herke
NewPath Holdings Inc
4364 NW 114th St
Des Moines IA 50322
Cert. No. 7099 3220 0002 8476 8043

6 PU-2146-00-314 Pages: 2
07/07/2000
Public Service Commission
Affidavit of Service by Certified & Ordinary Mail

CC: Comm Legal PUD (3)

John Munn
U S West Communications
1801 California St Rm 5100
Denver CO 80202
Cert. No. 7099 3220 0002 8476 8050

Ron Laqua
HTC Services Inc
345 2nd Ave W
Halstad MN 56548
Cert. No. 7099 3220 0002 8476 8067

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.

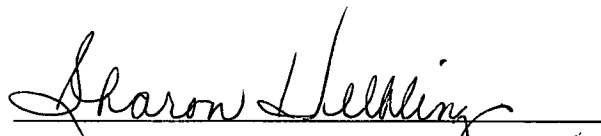
Scott Macintosh
U S WEST
P O Box 5508
Bismarck ND 58502-5508


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

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

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

HTC Services, Inc./U S WEST
Interconnection Agreement
Application

Case No. PU-2317-00-293

NewPath Holdings, Inc./U S WEST
Interconnection Agreement
Application

Case No. PU-2323-00-311

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

Case No. PU-2146-00-314

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 **7th day of July, 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:

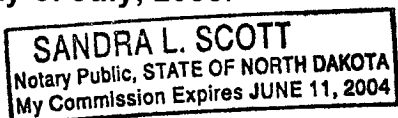
Notice of Opportunity to File Written Comments

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 **7th day of July, 2000**.



SEAL

Sharon Helbling

Sandra L. Scott
Notary Public

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Pages: 14

07/07/2000

Public Service Commission

Affidavit of Service by Ordinary Mail or E-Mail

CC: Comm Legal PUD (3)

PU-2146-00-314

Copies To:

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Historical Society

Associated Press

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Ruth Holder

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William Haas
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Larry Clemens
Noonan Farmers Tele Co
Noonan ND 58765

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Ardon Doran
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Darrell Henderson
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U S Geological Survey

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Richard Alyanak
U S WEST

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Sharon Berry
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Lenora Hall
U S Geological Survey

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John Munn
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Keith Anderson
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Paul Ihland
Wolverton Telephone Compa
Wolverton MN 56594

Neil Talbot
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New York NY 10013



Myer Shark
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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
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Eden Prairie MN 55344

Leeann Brunnette
AT&T
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Jack Medaris
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Dorothy Jones
Bell Atlantic Communications Inc
1320 N Courthouse Rd 9th Fl
Arlington VA 22201

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 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

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

Lance Sentman
International Telcom Ltd
417 2nd Ave W
Seattle WA 98119

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

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

Excel Communications Inc
P O Box 650582
Dallas TX 75265

Framco Inc
P O Box 2711
Fargo ND 58108

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

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

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

Thomas K Crowe
Law Offices 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
Box 1144
Mandan ND 58554-1144

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

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

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

Sandra Adams
NewPath Holdings Inc
4364 114th St
Des Moines IA 50322

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

Patrick Delaney
Overlook Communications International
1325 North Meadow Pkwy #S110
Roswell GA 30076

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

Jan Seby
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

Sandra Adams
NewPath Holdings Inc
4364 114th St
Des Moines IA 50322

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

Randy Burckhard
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

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

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

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

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

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

Target Telecom Inc
1515 S Federal Hwy Ste 40
Boca Raton FL 33432-7451

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

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

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

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

Tim Kunkelman
U S WEST Communications Inc
1801 California St Rm 4630
Denver CO 80202

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

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

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

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

Regulatory Analyst
Technologies Management Inc
PO Drawer 2 J
Winter Park FL 32790-0200

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

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

T-Netix Inc
67 Inverness Drive E
Englewood CO 80112

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

Dick Boyer
U S West Interprise America Inc
1999 Bdwy Rm 700
Denver CO 80202

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

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

USBG Inc
5601 W 120th St
Alsip IL 60658

Randy Houdek
Venture Communications Inc
PO Box 157
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.

From: Helbling, Sharon D.
Sent: Thursday, July 06, 2000 12:00 PM
To: 'ndna'
Subject: Attached Notice of Opportunity to File Written Comments

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

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

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

Thank you.

Sincerely,

Sharon Helbling
Public Utilities Division



1.doc

4 **PU-2146-00-314** Pages: 1
07/06/2000
Public Service Commission
Notice e-mailed to NDNA for publication

MOTION

July 6, 2000

**HTC Services, Inc. / U S WEST
Interconnection Agreement
Application**

Case No. PU-2317-00-293

**NewPath Holdings, Inc. / U S WEST
Interconnection Agreement
Application**

Case No. PU-2323-00-311

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

Case No. PU-2146-00-314

I move the Commission issue a Notice of Opportunity to File Written Comments in the applications by U S WEST for approval of interconnection agreements negotiated with HTC Services, Inc., Case No. PU-2317-00-293, NewPath Holdings, Inc., Case No. PU-2323-00-311, and DSLnet Communications, LLC, Case No. PU-2146-00-314.

JRL/sdh

000314-2.doc

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**HTC Services, Inc. / U S WEST
Interconnection Agreement
Application**

Case No. PU-2317-00-293

**NewPath Holdings, Inc. / U S WEST
Interconnection Agreement
Application**

Case No. PU-2323-00-311

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

Case No. PU-2146-00-314

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

July 6, 2000

On June 20, 2000, in Case No. PU-2317-00-293, U S WEST Communications, Inc. (U S WEST) filed an application for approval of an interconnection agreement negotiated with HTC Services, Inc. U S WEST states this agreement is the same as a previously approved agreement with Midco Communications, Inc. in Case No. PU-1945-99-125.

On June 26, 2000, in Case No. PU-2323-00-311, U S WEST filed an application for approval of an interconnection agreement negotiated with NewPath Holdings, Inc. U S WEST states this agreement is the same as a previously approved agreement with New Edge Network, Inc. in Case No. PU-2204-99-634.

On June 28, 2000, in Case No. PU-2146-00-314, U S WEST filed an application for approval of an interconnection agreement first amendment negotiated with DSLnet Communications, LLC. The amendment adds rates, terms and conditions for the provision of Unbundled Dedicated Interoffice Transport, Asymmetric Digital Subscriber Loop and line conditioning in the form of Load Coil and Bridge Tap removals.

These agreements include terms, conditions, and prices for network interconnection, reciprocal compensation, access to unbundled network elements, and retail services for resale. The 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.

2 PU-2146-00-314

07/06/2000

Public Service Commission

Notice of Opportunity to File Written Comments

Pages: 2

CC: Comm Legal PUD (3)

In addition, the Commission may include in its review state requirements which 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 this Interconnection Agreement until August 18, 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



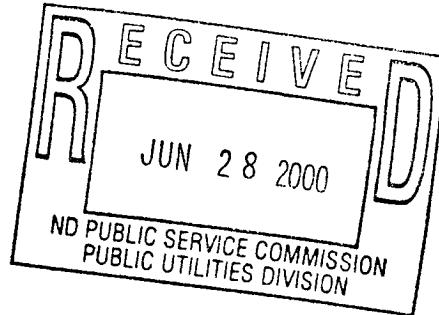
Leo M. Reinbold
Commissioner

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



June 27, 2000

Via Overnight Delivery

Ms. Sharon Helbling
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

Re: Certificate of Good Standing for DSLnet Communications, LLC

Dear Ms. Helbling:

Per your request, enclosed please find the above referenced document. If you should need anything else or have any questions, please feel free to contact me.

Yours truly,

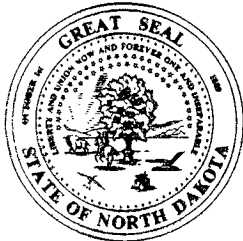
Enclosure



1 **PU-2146-00-314** Pages: 25
06/28/2000
DSLnet Communications, LLC / U S WEST Con
Interconnection Agreement Amendment
application
CC: Comm Legal PUD (3)

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF GOOD STANDING

OF

DSLNET COMMUNICATIONS, LLC

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that DSLNET COMMUNICATIONS, LLC, a FOREIGN LIMITED LIABILITY COMPANY, authorized to transact business in the State of North Dakota on April 5, 1999, and according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing a FOREIGN LIMITED LIABILITY COMPANY.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

DSLNET COMMUNICATIONS, LLC

Issued: June 21, 2000

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Wednesday, May 31, 2000 10:38 AM
To: 'kxmacne@uswest.com'
Subject: Amended Interconnection Agreement

We received an amended interconnection agreement between DSLnet Communications, LLC and U S WEST this morning. I checked our files and notice the Certificate of Good Standing is dated 4-23-99. We need a current Certificate of Good Standing. You can get that from the ND Secretary of State's office at 701-328-2900. I need an original. I can't process this application until I get the new certificate.

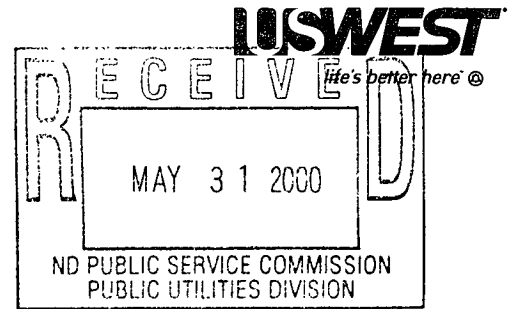
Call me if you have any questions. 701-328-4076.

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



May 26, 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 DSLnet Communications, LLC**

Dear Mr. Mielke:

Enclosed for filing is an original and seven (7) copies of the Second Amendment to the Interconnection Agreement (the "Amendment") between DSLnet Communications, LLC ("DSLnet") and U S WEST Communications, Inc. ("U S WEST"). This Amendment was reached through voluntary negotiation between U S WEST and DSLnet. 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 DSLnet and U S WEST which was approved by the Commission on October 20, 1999, in Case No. PU-2146-99-436. DSLnet and U S WEST now desire to amend the Interconnection Agreement to include UDIT, ADSL and line conditioning along with the associated rate 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.

Enclosures



cc: DSLnet Communications, LLC
Wendy Bluemling
Director - Regulatory Affairs
545 Long Wharf Drive, 5th Floor
New Haven, CT 06511

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
DSLnet Communications LLC
and
U S WEST Communications, Inc.

North Dakota**

This is Amendment No. 1 ("the Amendment") to the Interconnection Agreement between DSLnet Communications LLC ("DSLnet") and U S WEST Communications, Inc. ("USW") ("the Agreement"). This Amendment shall be deemed effective as of the date of its approval by the North Dakota Public Service Commission ("Commission").

RECITALS

WHEREAS, the Parties entered into the Agreement, which was executed by DSLnet on July 28, 1999 and by USW on July 30, 1999; and

WHEREAS, the Agreement was approved by the Commission on, and was effective as of, October 20, 1999; and

WHEREAS, DSLnet has expressed a desire to place orders for Unbundled Dedicated Interoffice Transport ("UDIT"), Asymmetric Digital Subscriber Loop ("ADSL") and line conditioning in the form of Load Coil and Bridge Tap removals; and

WHEREAS, the Parties wish to amend the Agreement to include UDIT, ADSL and line conditioning, along with the associated rate elements:

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Delete Section 8.2.4, Unbundled Loops, in its entirety and replace it with the language attached hereto and incorporated herein as Attachment 1 to this Amendment;
2. Add, as a new Section 8.2.8, Unbundled Dedicated Interoffice Transport, the language attached hereto and incorporated herein as Attachment 1 to this Amendment;
3. Amend Appendix A to reflect the rates for the above-referenced amended sections, attached hereto and incorporated herein as Attachment 1 to this Amendment.

Except as modified by this Amendment No. 1, all terms and conditions of the Agreement shall remain in full force and effect.

DSLnet Communications LLC

Wendy Bluemling
Authorized Signature
Wendy Bluemling
Name Typed or Printed
Director Regulatory Affairs
Title
2/10/2000
Date

U S WEST Communications, Inc.

Elizabeth J. Stamp
Authorized Signature
Elizabeth J. Stamp
Name Typed or Printed
Director - Interconnect
Title
2-16-00
Date

ATTACHMENT 1

8.2.4 Unbundled Loops

8.2.4.1 Description

An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, USW's network interface device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID, and/or demarcation point, will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN or DS1.

8.2.4.2 Terms and Conditions

8.2.4.2.1 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, DSLnet must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If USW uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, USW will make alternate arrangements to permit DSLnet to order a contiguous unbundled local Loop.

8.2.4.2.2 When DSLnet requests a non-loaded Unbundled Loop and there are none available, USW will contact DSLnet to determine if DSLnet wishes to have USW unload a Loop. If the response is affirmative, USW will dispatch a technician to "condition" the loop by removing load coils and excess bridge taps (i.e., "deload" the Loop) in order to provide DSLnet with a Non-Loaded Loop. DSLnet will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology.

8.2.4.2.3 When DSLnet requests a Basic Rate ISDN Capable Loop, USW will dispatch a technician to provide an Extension Technology that may include the placement of repeaters, either Central Office or in the field, or BRITES cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). DSLnet will be charged an Extension Technology recurring charge in addition to the unbundled Loop recurring charge as specified in Appendix A of this Agreement.

When DSLnet requests a DS1 Capable Loop, USW will install the electronics at both ends including any intermediate repeaters (shown in Appendix A as Regeneration). The DS1 Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). If required, DSLnet will be charged a non-recurring charge in addition to the Unbundled Loop recurring charge.

When DSLnet requests an ADSL Qualified Loop USW uses an ADSL filter as a loop qualification tool. Qualification characteristics filtered are loop make-up, non-loaded, within dB loss threshold and limited bridge tap. Provision of an ADSL qualified Loop does not guarantee that the Loop will satisfy DSLnet's equipment requirements. When DSLnet requests an ADSL Qualified Unbundled Loop and there are none available, USW will contact DSLnet to determine if DSLnet wishes to select an alternate product such as an BRI-ISDN Capable or Non Loaded Unbundled Loop.

USW reserves the right to limit the provisioning of ADSL Qualified, BRI and/or DS1 capable loops in some areas served by Loop facilities and/or transmission equipment that are not compatible with BRI and/or DS1 service. USW reserves the right to make some cables unavailable to DSLnet based on spectrum management considerations.

Spectrum Management is the subject of a pending NPRM (First Report and Order Notice of Proposed Rulemaking, Deployment of Wireline Services Offering Advanced Telecommunications Capability – CC Docket Number 98147). The FCC has sought comments from all interested parties. USW will comply with Spectrum Management rules issued by the FCC and standards defined by the ANSI Standards Subcommittee T1E1.4.

8.2.4.2.4 DSLnet has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary.

8.2.4.2.4.1 Basic Installation Option for Existing Service

The Basic Installation option may be ordered for existing (reuse) service only. For an existing USW or other Co-Provider end user changing to DSLnet, the Basic Installation option is a "lift and lay" procedure with no associated circuit testing. USW "lifts" the Loop from its current termination and "lays" it on a new termination connecting to DSLnet. USW will notify DSLnet when the work activity is complete.

8.2.4.2.4.2 Basic Installation with Performance Testing Option for New Service

The Basic Installation with Performance Testing option may be ordered for new service only. For new service that has not previously existed, USW will complete the circuit wiring per the WORD document and/or the service order. USW will perform the required performance tests to ensure the new circuit meets the required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to DSLnet by USW.

8.2.4.2.4.3 Coordinated Installation With Cooperative Testing Option

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing USW or other Co-Provider end user changing to DSLnet, the Coordinated Installation option is a "lift and lay" procedure with cooperative testing. DSLnet has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, DSLnet will provide such information to USW at least 48 hours prior to the desired appointment time. At the appointment time, USW will "lift" the Loop from its current termination and "lay" it on its new termination connecting to DSLnet. USW will complete the required performance tests and perform other testing as requested by DSLnet. Testing requested by DSLnet that exceeds testing requirements contained in USW's Technical Publication 77384 will be billed to DSLnet. Test results will be recorded as benchmarks for future testing and will be forwarded to DSLnet.

8.2.4.2.4.4 Coordinated Installation Without Testing for Existing Service

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start unbundled Loops. For an existing USW or other Co-Provider end user changing to DSLnet, this option remains a "lift and lay" procedure, but offers DSLnet the ability to coordinate the conversion activity, allowing DSLnet's end user to pre-plan for minimal service interruption. At DSLnet's designated time, USW will contact DSLnet with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, DSLnet will

provide such information to USW at least 48 hours prior to the desired appointment time. At the appointment time, USW "lifts" the Loop from its current termination and "lays" it on its new termination connecting to DSLnet. Once the work has been completed USW will notify DSLnet that the "lift and lay" procedure has been completed.

- 8.2.4.2.5 Multiplexing of the Unbundled Loop. DSLnet may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided in the UDIT Section of this Part E.
- 8.2.4.2.6 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in USW's Technical Publication 77384. USW's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. USW does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between DSLnet's end user and USW's end office and may vary due to characteristics inherent in the physical network. USW, in order to properly maintain and modernize the network, may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of this Agreement.
- 8.2.4.2.7 If there is a conflict between an end user (and/or its respective agent) and DSLnet regarding the disconnection or provision of unbundled Loops, USW will honor the latest dated POA designating an agent by the end user or its respective agent.
- 8.2.4.2.8 Facilities and lines furnished by USW on the premises of DSLnet's end user up to and including the NID or equivalent are the property of USW. USW must have access to all such facilities for network management purposes. USW's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the unbundled Loop service to remove such facilities and lines.
- 8.2.4.2.9 Unbundled Loops include the facilities between USW distribution frame up to and including USW's NID located at DSLnet's end user premises. The connection between the distribution frame and DSLnet facilities is accomplished via a connection placed by DSLnet on the ICDF. The tie cables between DSLnet's Collocation, the ICDF and the USW distribution frame are established in conjunction with DSLnet's facility forecast.

8.2.4.2.10 DSLnet will be responsible to submit to USW a disconnect order for an Unbundled Loop that is relinquished by the end user due to cessation of service. Absent a disconnect order, USW may reclaim the relinquished Unbundled Loop if required to provide telecommunication services to a new end user. The Unbundled Loop facility must be returned to USW in the same condition in which it was delivered.

8.2.4.2.11 In the event of transfer of the end user's service from USW to DSLnet, USW will be responsible to submit a disconnect order.

8.2.4.2.12 In the event of transfer of the end user's service from DSLnet to another Co-Provider, the new Co-Provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

8.2.4.3 Rate Elements

The following Unbundled Loop rate elements are contained in Appendix A of this Agreement.

8.2.4.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's premises to a USW Central Office Network Interface (CO-NI). Unbundled analog Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.

8.2.4.3.2 Non-Loaded - 2 and 4 wire non-loaded loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a USW CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. After these Loops are ordered and the design layout record is reviewed by DSLnet, it is DSLnet's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. Charges shall apply for unloading cable pairs in the event that non-loaded Loops are not available.

8.2.4.3.3 Digital Capable Loops - ADSL Qualified, Basic rate ISDN and DS1 Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a USW CO-NI. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. USW will determine the specific transmission

technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by DSLnet, if necessary, as determined by USW.

- 8.2.4.3.4 Unbundled Loop recurring monthly rates.
- 8.2.4.3.5 Unbundled Loop non-recurring installation charges based on the installation option requested.
- 8.2.4.3.6 DS1 Regeneration recurring charge as described earlier in this Section.
- 8.2.4.3.7 Conditioning non-recurring charge as described earlier in this Section.
- 8.2.4.3.8 Basic Rate ISDN Extension Technology recurring charge as described earlier in this Section.

8.2.4.4 Ordering Process

- 8.2.4.4.1 All Unbundled Loops are ordered via an LSR. Information on completing the LSR is contained in the Interconnect & Resale Resource Guide.
- 8.2.4.4.2 Prior to placing orders on behalf of the end user, DSLnet shall be responsible for obtaining and have in its possession POA as set forth in Part A of this Agreement.
- 8.2.4.4.3 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in USW's Interconnect & Resale Resource Guide. The interval will start when USW receives a complete and accurate Local Service Request (LSR). This interval may be impacted by order volumes and load control considerations. Refer to USW's Interconnect & Resale Resource Guide when ordering multiple Loops (up to 25) at the same location. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.
- 8.2.4.4.4 When ordering Unbundled Loops, DSLnet is responsible for obtaining or providing facilities and equipment that are compatible with the service.
- 8.2.4.4.5 When applicable, DSLnet will be responsible for providing battery and dial tone to its connection point two business days prior to the due date on the service order.

- 8.2.4.4.6 LSRs are processed through the Interconnect Service Center. Refer to USW's Interconnect & Resale Resource Guide for the appropriate cut-off times for order receipt.
- 8.2.4.4.7 Firm Order Confirmation (FOC) will be sent on all Unbundled Loop firm order requests. Refer to USW's Interconnect & Resale Resource Guide for the FOC interval.
- 8.2.4.4.8 USW will provide Design Layout Records (DLR) when requested on terms and conditions consistent with USW end users.
- 8.2.4.4.9 USW will provide jeopardy notification that is substantially similar to that provided to USW end users.
- 8.2.4.4.10 USW will provide completion notification that is substantially similar to that provided to USW end users.
- 8.2.4.4.11 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are contained in the applicable state Tariff.

8.2.4.5 Maintenance and Repair

- 8.2.4.5.1 DSLnet is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. DSLnet will perform trouble isolation on the Unbundled Loop and any associated UNEs prior to reporting trouble to USW. USW will work cooperatively with DSLnet to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USW's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USW's network, DSLnet shall be charged maintenance charges in accordance with the applicable time and materials charges in USW's Tariff.
- 8.2.4.5.2 USW will perform tests to isolate the service trouble. If no trouble is found, USW will notify DSLnet. If the trouble is isolated to the Central Office, or a USW facility, USW will repair, without charge, as long as the trouble is not attributed to DSLnet's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to DSLnet's Collocation equipment, cabling or cross connects, USW will notify DSLnet and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to DSLnet and charges will apply for trouble isolation.

- 8.2.4.5.3 DSLnet will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If USW performs tests of the Unbundled Loop facility at DSLnet's request, and the fault is not in USW facilities, a trouble isolation charge shall apply.

8.2.8 Unbundled Dedicated Interoffice Transport

8.2.8.1 Description

- 8.2.8.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides DSLnet with a network element of a single transmission path between USW Wire Centers in the same LATA and state. UDIT is a bandwidth-specific interoffice transmission path designed to a DSX panel (or equivalent) in each USW Wire Center. DSLnet must have a presence in the USW Serving Wire Center and have requested termination capacity through the Collocation process. UDIT is available in DS0, DS1, DS3, OC-3, OC-12 where facilities are available. UDIT is distance sensitive and is for the sole use of DSLnet. DSLnet can assign channels and transport its choice of voice or data. UDIT is a point-to-point service and not a self healing product. Specifications, interfaces and parameters are described in Technical Publication 77389B (or C).
- 8.2.8.1.2 Unbundled Multiplexer is offered as a stand alone element associated with UDIT. A 3/1 Multiplexer provides DSLnet with the ability to de-multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer includes a DS3 terminated at a DS3 ICDF and 28 DS1s terminated at the DS1 ICDF. A 1/0 Multiplexer provides DSLnet with the ability to de-multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer includes a DS1 terminated at a DS1 ICDF and 24 DS0s terminated at the ICDF.
- 8.2.8.1.3 Extended UDIT (E-UDIT) provides DSLnet with an Unbundled Network Element that is a band-width specific transmission path between a USW Wire Center and the Wire Center of DSLnet or an Interexchange Carrier IXC POP within the same USW Serving Wire Center area. E-UDIT is available in DS1, DS3, OC-3 and OC-12 where USW facilities exist to carry the desired bandwidth and must be joint-engineered with USW. E-UDIT is a dedicated service for the sole use of DSLnet. The E-UDIT may be used for voice or data traffic but may not be used for bypass of toll or access charges. One end of the E-UDIT must terminate in the local USW Serving Wire Center. This termination will be at the appropriate cross-connect frame. DSLnet must have a presence in the USW Serving Wire Center and have requested termination capacity through the Collocation process. E-UDIT is a point-to-point service and not a self healing product. Associated rates are not distance sensitive. Specifications, interfaces and parameters are described in Technical Publication 77389C.

8.2.8.1.4 Meet Point Unbundled Dedicated Interoffice Transport (UDIT) provides DSLnet with a network element of a single transmission path between a USW Wire Center and a mutually agreed meet point with another ILEC not in USW territory. DSLnet must have a presence in the USW office and have requested termination capacity through the Collocation process. DSLnet orders the UDIT from a local USW Wire Center to another ILEC office not in USW territory. USW provides the interoffice facility up to the meet point and the jumpers to the tie cable at the DSX in the USW Wire Center. It is DSLnet's responsibility to design from the DSX to the ICDF (and on to whatever connection is planned in the Wire Center). DSLnet can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Technical Publication 77389C.

8.2.8.2 Terms and Conditions

8.2.8.2.1 DSLnet is responsible for performing cross connections between UDIT, E-UDIT and other UNEs and transmission design work including regeneration requirements for such connections.

8.2.8.2.2 For the 3/1 Multiplexer, DSLnet must order all multiplexing elements and requirements at the initial installation, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by DSLnet, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed.

8.2.8.2.3 For E-UDIT, USW may not provide equipment at the other carrier's Wire Center to provide a joint-engineered signal. The E-UDIT handed off to DSLnet at the USW end will be that ordered by DSLnet. For E-UDIT DS-3 or above, USW provides an Optical Interface at the location requested by DSLnet. This Interface will be on a FDP provided by USW and placed where approved by the other carrier and building owner. In the case of the IXC E-UDIT, the space must be provided by the IXC carrier.

Another E-UDIT option is that USW meets the other carrier at a mutually agreed upon location for the convenience of both carriers, without affecting the rates. Each carrier provides all facilities and equipment on its side of the meeting point. USW and the other carrier will jointly engineer the facility and meet with an agreeable type. The meet point facility may be handed off at the requested rate (e.g., DS3) or may be a splice depending upon agreement. Where a third carrier is involved, the E-UDIT handed off to DSLnet by USW and/or the other carrier will be that ordered by DSLnet. USW will designate which channel on the facility will carry the E-UDIT.

E-UDIT is intended to be transport between the appropriate USW Serving Wire Center and another carrier's Wire Center, distinct from

an end user and within USW territory. E-UDIT cannot traverse a USW Wire Center. The location of the other carrier will be considered a carrier Wire Center only if it meets certain criteria: 1) Its location has V&H coordinates, 2) The Wire Center contains a device that switches traffic, or a node leading to such a switch, 3) The switch is registered with a CLLI code listed in the LERG.

DSLnet is responsible for design between any DSX and the ICDF (and on to whatever connection is planned) at the USW Wire Center and for design beyond the DSX or equivalent at DSLnet or IXC Wire Center. USW will cooperate with the other carrier to test the E-UDIT circuit, but USW is not responsible for end-to-end testing if E-UDIT is cross-connected to another element.

DSLnet places its own equipment and joint engineering applies to all E-UDIT.

If facilities do not exist at the time of the E-UDIT order, DSLnet may request an inquiry through an AQCB (Special Assembly) process by the Account Team. AQCB is required for a meet point. The request for construction will be reviewed by the USW funding committee to determine the assignment of costs. DSLnet shall pay USW for all non-reusable construction costs.

- 8.2.8.2.4 Meet Point billing is implemented when the UDIT goes from a USW Wire Center to another ILEC not in USW territory. The arrangement may require new contract negotiations with the ILECs involved. A billing percentage will be applied according to mileage.

USW and the other ILEC will determine the manner in which the UDIT signal is transported between offices and the meet point methods. In general, for USW to provide UDIT requires that the interoffice facilities carry traffic at least one step higher.

8.2.8.3 Rate Elements

8.2.8.3.1 DS1 UDIT

8.2.8.3.1.1 DS1 Transport Termination (Fixed)

A network element consisting of a 1.544 Mbps termination at a DSX or DCS and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS1 Transport.

8.2.8.3.1.2 DS1 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 1.544 Mbps between USW

Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.8.3.1.3 DS1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS1 termination service.

8.2.8.3.2 DS3 UDIT

8.2.8.3.2.1 DS3 Transport Termination (Fixed)

A network element consisting of a 44.736 Mbps termination at a DSX or DCS and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS3 transport.

8.2.8.3.2.2 DS3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 44.736 Mbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.8.3.2.3 DS3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS3 termination service.

8.2.8.3.3 DS0 UDIT

8.2.8.3.3.1 DS0 Transport Termination (Fixed)

A network element consisting of a 64 Kbps termination at an ICDF and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS0 transport.

8.2.8.3.3.2 DS0 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 64 Kbps between USW Central Offices. This is a mileage sensitive element

based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.8.3.3.3 DS0 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS0 termination service.

8.2.8.3.3.4 Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

8.2.8.3.4 OC-3 UDIT

8.2.8.3.4.1 OC-3 Transport Termination (Fixed)

A network element consisting of a 155.52 Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements. It must be ordered with an OC-3 Transport.

8.2.8.3.4.2 OC-3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 155.52 Mbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.8.3.4.3 OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3 termination service.

8.2.8.3.5 OC-12 UDIT

8.2.8.3.5.1 OC-12 Transport Termination (Fixed)

A network element consisting of a 622.08 Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a OC-12 transport.

8.2.8.3.5.2 OC-12 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 622.08 Mbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.8.3.5.3 OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12 termination service.

8.2.8.3.6 3/1 Multiplexing

8.2.8.3.6.1 Recurring Multiplexing

The DS3 Central Office multiplexer provides demultiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

8.2.8.3.6.2 Non-Recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the multiplexing service.

8.2.8.3.7 1/0 Multiplexing

8.2.8.3.7.1 Recurring Multiplexing

The DS0 Central Office multiplexer provides demultiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

8.2.8.3.7.2 Non-recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the multiplexing service.

8.2.8.3.7.3 Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings.

8.2.8.3.8 DS-1 E-UDIT

8.2.8.3.8.1 DS-1 Facility

A network element providing a transmission path up to 1.544 Mbps between a USW Central Office Serving Wire Center and DSLnet serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

8.2.8.3.8.2 DS-1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-1. DS-1 E-UDIT requires coordinated testing.

8.2.8.3.9 DS-3 E-UDIT

8.2.8.3.9.1 DS-3 Facility

A network element providing a transmission path up to 44.736 Mbps between a USW Central Office Serving Wire Center and DSLnet Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

8.2.8.3.9.2 DS-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-3. DS-3 E-UDIT requires coordinated/cooperative testing.

8.2.8.3.10 OC-3 E-UDIT

8.2.8.3.10.1 OC-3 Facility

A network element providing a transmission path up to 155.52 Mbps between a USW Central Office Serving Wire Center and DSLnet Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

8.2.8.3.10.2 OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3. OC-3 E-UDIT requires coordinated/cooperative testing.

8.2.8.3.11 OC-12 E-UDIT

8.2.8.3.11.1 OC-12 Facility

A network element providing a transmission path up to 622.08 Mbps between a USW Central Office Serving Wire Center and DSLnet Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

8.2.8.3.11.2 OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12. OC12 E-UDIT requires coordinated/cooperative testing.

8.2.8.3.12 Meet Point UDIT (DS-0, DS-1, DS-3, OC-3, OC-12)

8.2.8.3.12.1 Transport Termination (USW end only)

A network element consisting of the requested Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements at the USW Wire Center. Each level (DS-1, DS-3, etc.) is separately priced.

8.2.8.3.12.2 Transport Facilities (Per Mile)

A network element providing the requested transmission path between a USW Central Office Serving Wire Center and the meet point. This is the UDIT mileage sensitive element (for DS-1, DS-3, etc.) based on V&H multiplied by a Billing Percentage (BP).

8.2.8.3.12.3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the UDIT. Meet Point UDIT requires coordinated/cooperative testing.

8.2.8.3.12.4 Recurring and non-recurring charges for Meet Point UDIT are the same as for the comparable bandwidth of UDIT. Only one ITP is applied for Meet Point UDIT.

8.2.8.3.13 When required, USW will provide Regeneration at the rates contained in Appendix A.

8.2.8.4 Ordering Process

- 8.2.8.4.1 Ordering processes and installation intervals are contained in the Service Interval Guide. UDIT and E-UDIT are ordered via the ASR process.
- 8.2.8.4.2 Prior to ordering DS-3 or above UDIT, or any E-UDIT, an inquiry must be completed to determine if facilities exist. The inquiry is done by completing an IAC (Infrastructure Availability Center) form, which can be obtained from the Account Team.
- 8.2.8.4.3 UDIT is ordered with basic installation. USW will notify DSLnet when the work activity is complete. Test results performed by USW are not provided to DSLnet. E-UDIT requires coordinated/ cooperative installation and test results will be provided.
- 8.2.8.4.4 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the high side and low side of the multiplexer and all multiplexing cards. DSLnet must order settings for all cards at the time of the multiplexing request.
- 8.2.8.4.5 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by DSLnet at the time of the DS0 order.

8.2.8.5 Maintenance and Repair

Unless USW offers test interfaces to DSLnet, the Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. DSLnet cross-connections will be repaired by DSLnet and USW cross-connections will be repaired by USW.

**Unbundled Network Elements
Rates – North Dakota**

	Recurring Charge	Nonrecurring Charge
- ITP * (Interconnection Tie Pairs)		
- ITP, Per Termination		
- 2 wire DS0 ITP	\$ 0.45	N/A
- 4 wire DS0 ITP Analog	\$ 1.32	N/A
- DS1 ITP	\$ 1.32	N/A
- DS3 ITP	\$ 17.65	N/A
* Nonrecurring ITP charge waived if ordered with other service		
- E-UDIT (Extended Unbundled Dedicated Interoffice Transport)		
- DS1 E-UDIT	\$ 59.70	\$ 448.36
- DS3 E-UDIT	\$ 301.70	\$ 448.36
- OC-3 E-UDIT	\$ 1019.76	\$ 448.36
- OC-12 E-UDIT	\$ 1386.99	\$ 448.36
- UDIT (Unbundled Dedicated Interoffice Transport)		
- UDIT Regeneration		
- DS1	\$0.00	\$267.33
- DS3	\$0.00	\$264.92
- DS0 UDIT		\$ 293.55
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 4.12	\$ 0
- Over 8 to 25 miles	\$ 4.12	\$ 0
- Over 25 to 50 miles	\$ 4.12	\$ 0
- Over 50 miles	\$ 4.12	\$ 0
	Recurring Charge	Nonrecurring Charge
- DS1 UDIT		\$ 302.91
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 41.30	\$ 0.53
- Over 8 to 25 miles	\$ 41.53	\$ 2.89
- Over 25 to 50 miles	\$ 41.53	\$ 2.94
- Over 50 miles	\$ 41.47	\$ 2.52
	Recurring Charge	Nonrecurring Charge
- DS3 UDIT	N/A	\$ 302.91
	Fixed	Per Mile
- 0 miles	None	None
- 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
	Recurring Charge	Nonrecurring Charge
- OC-3 UDIT	N/A	\$ 331.92
	Fixed	Per Air Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 908.51	\$ 229.17

- Over 8 to 25 miles	\$ 916.20	\$ 68.39
- Over 25 to 50 miles	\$ 874.69	\$ 87.07
- Over 50 miles	\$ 907.63	\$ 58.82
	Recurring Charge	Nonrecurring Charge
- OC-12 UDIT	N/A	\$ 331.92
	Fixed	Per Air Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 1650.83	\$ 127.90
- Over 8 to 25 miles	\$ 1606.33	\$ 140.88
- Over 25 to 50 miles	\$ 1891.43	\$ 80.02
- Over 50 miles	\$ 1852.14	\$ 86.25
	Recurring Charge	Nonrecurring Charge
- DS0 UDIT Low Side Channelization	\$ 6.57	N/A
- Multiplexing		
- DS1 to DS0	\$ 225.18	\$ 279.55
- DS3 to DS1	\$ 236.79	\$ 286.18
- DS1/DS0 Mux Low Side Channelization	\$ 3.28	\$ 231.47
- Unbundled Loops		
- Analog Loops		
- 2-wire loop	\$ 19.75	N/A
- 4-wire loop	\$ 38.50	N/A
- Non-loaded Loops		
- 2- wire Non-loaded Loops	\$ 19.75	N/A
- 4- wire Non-loaded Loops	\$ 38.50	N/A
-Cable Unloading and Bridge Tap Removal*	N/A	\$ 538.16
* This charge applies only when loop unloading is necessary		
- Digital Capable Loops		
- Basic rate ISDN capable Loop	\$ 19.75	N/A
- DS1 capable Loop	\$ 102.22	N/A
- Regeneration		
- DS1	\$6.30	N/A
- ADSL Qualified	\$19.75	N/A
- Extension Technology	\$ 22.67	N/A
- Loop Installation Charges		
- Basic Installation		
- DS1 Loop	N/A	\$ 513.56
- First Analog Loop	N/A	\$ 105.79
- Each Additional Analog Loop (same location, same order)	N/A	\$ 58.20
- Basic Installation w/ Performance Testing		
- First Loop	N/A	\$ 170.04
- Each additional Loop (same location, same order)	N/A	\$ 86.24
- Coordinated Installation w/ Cooperative Testing		
- First Loop	N/A	\$ 217.05
- Each additional Loop (same location, same order)	N/A	\$ 133.23
- Coordinated Installation w/o Cooperative Testing		
- First Loop	N/A	\$ 114.07
- Each additional Loop (same location, same order)	N/A	\$ 57.72

PU-2146-00-314

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.

Article Addressed to:
Wendy Blueemling
D & K Communications LLC
545 Long Wharf Dr 5th Fl
New Haven Ct 06511

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature
* *Nancy Decker*
 Agent
 Addressee

D. Is delivery address different from item 1? Yes.
If YES, enter delivery address below: No

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 8036

PU-2146-00-314

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:
Wendy Blueemling
D & K Communications LLC
545 Long Wharf Dr 5th Fl
New Haven Ct 06511

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature
X
 Agent
 Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)
7099 3400 0014 4513 7542 N Keckan