

# **DIVIDER**

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

**PU-2146-00-351**

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

**Application**

**00**

**Filed 7/14/2000**

**Closed 9/26/2000**

**Scott, Sandi L.**

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**From:** Bauske, Shelly A.  
**Sent:** Tuesday, October 24, 2000 3:28 PM  
**To:** Scott, Sandi L.  
**Subject:** Money Received

~~Case No. PU-2146-00-351~~  
DSLnet  
\$79.08

Case No. PU-2207-00-333  
U S WEST (Qwest)  
\$167.18

Case No. PU-2352-00-390  
U S WEST (Qwest)  
\$79.08

~~Case No. PU-2146-00-351~~  
U S WEST (Qwest)  
\$79.08

**14**    **PU-2146-00-351**    Pages: 0  
  
\$79.08 received  
  
by DSLnet Communications, LLC / U S WEST Commu  
10/24/2000    CC: Comm Legal PUD (3)

**15**    **PU-2146-00-351**    Pages: 0  
  
\$79.08 received  
  
by U S WEST Communications  
10/24/2000    CC: Comm Legal PUD (3)

APPROVED:  
DATE: 10-11-00  
KMF

MOTION

October 11, 2000

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

PU-2146-00-351

I move the Commission bill DSLnet Communications, LLC and U S WEST  
for costs incurred to date in Case No. PU-2146-00-351, DSLnet  
Communications, LLC/U S WEST, Interconnection Agreement-Amendment,  
Application.

October 11, 2000

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

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

RE: Case No. PU-2146-00-351  
DSLnet Communications, LLC/U S WEST  
Interconnection Agreement-Amendment  
Application

Enclosed is a copy of the statement approved at the October 11, 2000 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2146-00-351.

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,

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

Enc.

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

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

# Billing Statement

October 11, 2000

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

PU-2146-00-351

## Expenses Incurred to Date:

Advertising Costs	\$158.17
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## Amount Due:

DSLnet Communications, LLC	\$79.09
U S WEST	\$79.08

## Send Payment To:

Public Service Commission  
600 E Boulevard Ave Dept 408  
Bismarck ND 58505-0480

**STATE OF NORTH DAKOTA**  
**PUBLIC SERVICE COMMISSION**

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

**Case No. PU-2146-00-351**

**AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL**

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Sharon Helbling** deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **21st day of September, 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 Approving Interconnection Agreement Amendment**

The envelopes were addressed as follows:

Wendy Bluemling  
DSLnet Communications LLC  
545 Long Wharf Dr 5<sup>th</sup> Fl  
New Haven CT 06511  
**Cert. No. 7099 3220 0002 8476 8456**

John Munn  
Qwest Corporation  
1801 California St Rm 5100  
Denver CO 80202  
**Cert. No. 7099 3220 0002 8476 8449**

**Sharon Helbling** further deposes and says that on the **21st day of September, 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  
Qwest Corporation  
P O Box 5508  
Bismarck ND 58502-5508

Dir-Interconnection Compliance  
Qwest Corporation  
1801 California St Rm 2410  
Denver CO 80202

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

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

SEAL

*Sharon Wellington*  
*Sandra L. Scott*  
**SANDRA L. SCOTT**  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires JUNE 11, 2004

**PU-2146-00-351**

Copies To:

State Library (8 copies)

Historical Society

Associated Press

**MOTION**

APPROVED:

DATE: 9-20-00  
KMF

**September 20, 2000**

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

**Case No. PU-2146-00-351**

I move the Commission adopt the Order Approving Interconnection Agreement Amendment in the application by U S WEST for approval of an interconnection agreement third amendment negotiated with DSLNet Communications, LLC, Case No. PU-2146-00-351.

JRL/sdh

000351-5.doc

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

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

**Case No. PU-2146-00-351**

**ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENT**

**September 20, 2000**

On July 14, 2000, U S WEST Communications, Inc. (U S WEST) filed an application for approval of an interconnection agreement third amendment negotiated with DSLnet Communications, LLC. The amendment adds terms and conditions for LIS Inter Local Calling Area Facility along with terms, conditions and rates for Unbundled Dark Fiber.

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 August 2, 2000, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive written comments on the amended agreement until September 8, 2000. No comments have been received.

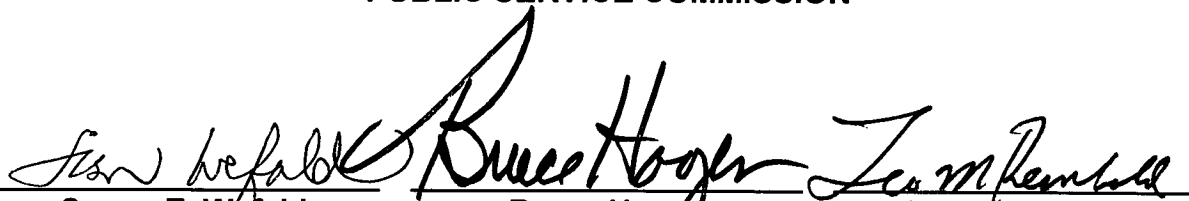
The Commission has reviewed the amended agreement and finds that it has not been shown to discriminate against a telecommunications carrier that was not a party to the agreement. The Commission further finds that implementation of the amended agreement has not been shown to be inconsistent with the public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

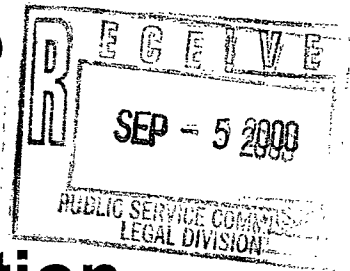
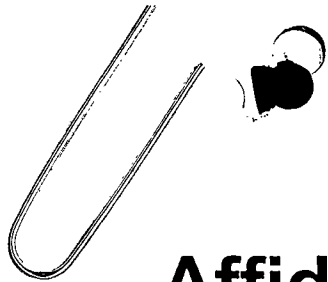
## Order

The Commission orders:

1. The interconnection agreement third amendment negotiated between U S WEST Communications, Inc. and DSLNet Communications, LLC filed with the Commission on July 14, 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.

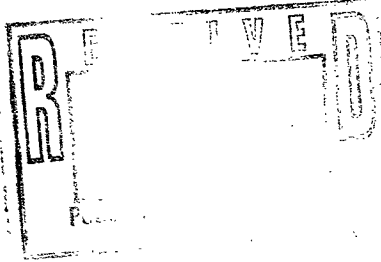
### PUBLIC SERVICE COMMISSION

  
\_\_\_\_\_  
Susan E. Wefald                      Bruce Hager                      Leo M. Reinbold  
Commissioner                      President                      Commissioner



# Affidavit of Publication

State of North Dakota )  
County of Burleigh )



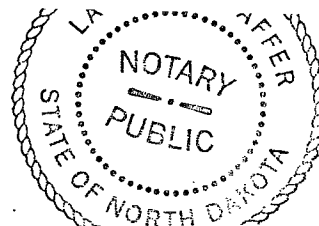
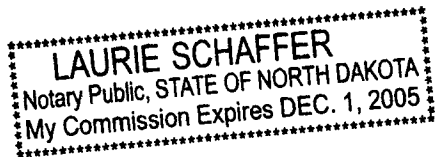
Laurie Thiel, being duly sworn, state as follows:

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:  
DSLnet / HJW / Integra, 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

Subscribed and sworn to before me this 28<sup>th</sup> day of August A.D. 2000.

7 **PU-2146-00-351** Pages: 11  
Affidavit of Publication  
by North Dakota Advertising Service, Inc.  
09/05/2000 CC: Comm Legal PUD (3)



7 **PU-2352-00-390** Pages: 11  
Affidavit of Publication  
by North Dakota Advertising Service, Inc.  
09/06/2000 CC: Comm Legal PUD (3)

7 **PU-2287-00-391** Pages: 11  
Affidavit of Publication  
by North Dakota Advertising Service, Inc.  
09/06/2000 CC: Comm Legal PUD (3)

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

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

Case No. PU-2146-00-351

HJN Telecom, Inc./U S WEST  
Interconnection Agreement  
Application

Case No. PU-2352-00-390

Integra Telecom of Minnesota, Inc./U S WEST  
Interconnection Agreement Amendment  
Application

Case No. PU-2287-00-391

**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 **3rd day of August, 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 5<sup>th</sup> Fl  
New Haven CT 06511  
**Cert. No. 7099 3220 0002 8476 1860**

John Munn  
Qwest Corporation  
1801 California St Rm 5100  
Denver CO 80202  
**Cert. No. 7099 3220 0002 8476 1877**

**6 PU-2146-00-351**

Pages: 2

08/03/2000

Public Service Commission

Affidavit of Service by Certified Mail & Ordinary  
Mail

CC: Comm Legal PUD (3)

Mike Miner  
Integra Telecom of Minnesota Inc  
19545 NW Neumann Dr Ste 200  
Beaverton OR 97006

**Cert. No. 7099 3220 0002 8476 1983**

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

**Cert. No. 7099 3220 0002 8476 1990**

**Sharon Helbling** further deposes and says that on the **3rd 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.

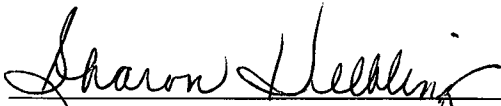
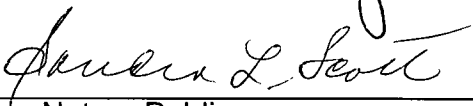
Scott Macintosh  
Qwest Corporation  
P O Box 5508  
Bismarck ND 58502-5508

Dir-Interconnection Compliance  
Qwest Corporation  
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 **3rd day of August, 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

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

Case No. PU-2146-00-351

HJN Telecom, Inc./U S WEST  
Interconnection Agreement  
Application

Case No. PU-2352-00-390

Integra Telecom of Minnesota, Inc./U S WEST  
Interconnection Agreement Amendment  
Application

Case No. PU-2287-00-391

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 **3rd day of August, 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 **3rd day of August, 2000**.

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

*Sharon Helbling*

*Sandra L. Scott*

Notary Public

SEAL

5 PU-2146-00-351

Pages: 14

08/03/2000

Public Service Commission

Affidavit of Service by Ordinary Mail or E-Mail

CC: Comm Legal PUD (3)

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Don Lee  
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Lise Strom  
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Ruth Holder

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Ada MN 56510

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Denver CO 80202

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Marcy Dickerson  
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Darrell Henderson  
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Lenora Hall  
U S Geological Survey

kjvannin@usgs.gov  
K Vannin  
U S Geological Survey

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Atlanta GA 30303

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Richard Alyanak  
U S WEST

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Timothy Kunkleman  
U S WEST  
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Bismarck ND 58502-5508

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John Munn  
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1801 California Rm 5100  
Denver CO 80202

saberry@uswest.com  
Sharon Berry  
U S WEST Communications Inc  
409 1st Ave N  
Fargo ND 58102-4802

sschwan@uswest.com  
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Bismarck ND 58502-5508

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1901 Eastpoint Pkwy  
Louisville KY 40223

kander@ictc.com  
Keith Anderson  
Valley Communications Inc  
P O Box 8  
Nome ND 58062

tsusak@vocal1.com  
Tony Susak  
VoCall Communications Corp  
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Mountainside NJ 07092

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Bonnie Krause  
West River Telecomm Coop  
PO Box 467  
Hazen ND 58545-0467

pihland@means.net  
Paul Ihland  
Wolverton Telephone Company  
Wolverton MN 56594

---

Neil Talbot  
81 Grand St  
New York NY 10013

Myer Shark  
2277 Gene Autry Trail 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  
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Blue Bell PA 19422

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Bell Atlantic Communications Inc  
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Arlington VA 22201

Jennifer Whitley  
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3780 Kilroy Arpt Wy  
Long Beach CA 90806

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Cable & Wireless Comm Inc  
8219 Leesburg Pike  
Vienna VA 22182

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Charles W Steese  
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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  
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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  
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Carrington ND 58421-0299

Robert Hill  
Dakota Central Telecom I  
PO Box 299  
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Dickey Rural Communications Inc  
PO Box 69  
Ellendale ND 58436-0069

DSLnet Communications LLC  
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New Haven CT 06511

Easton Telecom Services Inc  
4646 W Streetsboro  
Richfield OH 44286

Excel Communications Inc  
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Dallas TX 75265

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Fleischman & Walsh  
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Framco Inc  
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Ft Lauderdale FL 33309

HJN Telecom Inc  
3235 satellite Blvd Bldg 400 ste 300  
Duluth GA 30096

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Dublin OH 43017

Level 3 Communications LLC  
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Denver CO 80202

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Stanley ND 58784-0400

Minnesota Independent Equal Access  
Corp  
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Plymouth MN 55441

MXV Communications LLC  
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Novato CA 94945

Richard Thronson  
Nemont Telephone Cooperative Inc  
Scobey MT 59263

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New York NY 10022

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Rochester MI 48307-1837

MCImetro Access Transmission Services  
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Washington DC 20006

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Southfield MI 48034

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Dave Crothers  
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Sioux Falls SD 57117-5200

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Cedar Grove NJ 07009

Primus Telecommunications Inc  
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McLean VA 22102

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Pringle and Herigstad P C  
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Minot ND 58702-1000

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Pearl River NY 10965

Heather Troxell  
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RCC Network Inc  
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Alexandria MN 56308-2000

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Princeton NJ 08540

Gene Sloan  
Reservation Telephone Cooperative  
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Sprint  
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Kansas City MO 64114

Randy Burckhard  
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Minot ND 58702-0789

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

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

~~Jack Medaris~~  
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Blue Bell PA 19422

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

T-Netix Inc  
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Judy Pepler  
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Dennis Houston  
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Orange CA 92867

USBG Inc  
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Alsip IL 60658

Target Telecom Inc  
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Boca Raton FL 33432-7451

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~~Al Bosch~~  
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Doris Cooper  
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West River Telecomm Coop  
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Western CLEC Corporation  
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Bellevue WA 98006

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Z-Tel Communications Inc  
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Tampa FL 33602-5925

**PU-2146-00-351**

Copies To:

State Library (8 copies)

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Historical Society

Associated Press

**Helbling, Sharon D.**

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**From:** Helbling, Sharon D.  
**Sent:** Wednesday, August 02, 2000 2:51 PM  
**To:** 'ndna'  
**Subject:** Attached Notice

**Please have the attached Notice of Opportunity to File Written Comments published as a legal notice in the next issue of the ten North Dakota daily newspapers. Could you also run it as a "News Item Only" article.**

**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 701-328-4076.**

**Thank you.**

**Sharon Helbling  
Public Utilities Division**

**MOTION**

**APPROVED:**

DATE: 8-2-00  
KME

**August 2, 2000**

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

**Case No. PU-2146-00-351**

**HJN Telecom, Inc./U S WEST  
Interconnection Agreement  
Application**

**Case No. PU-2352-00-390**

**Integra Telecom of Minnesota, Inc./U S WEST  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2287-00-391**

I move the Commission issue a Notice of Opportunity to File Written Comments in the above noted applications by U S WEST for approval of interconnection agreements and amendments negotiated with DSLnet Communications, LLC, Case No. PU-2207-00-351, HJN Telecom, Inc., Case No. PU-2352-00-390, and Integra Telecom of Minnesota, Inc., Case No. PU-2287-00-391.

JRL/sdh

000351-2.doc

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

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

**Case No. PU-2146-00-351**

**HJN Telecom, Inc / U S WEST  
Interconnection Agreement  
Application**

**Case No. PU-2352-00-390**

**Integra Telecom of Minnesota, Inc. / U S WEST  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2287-00-391**

**NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS**

**August 2, 2000**

On July 14, 2000, in Case No. PU-2146-00-351, U S WEST Communications, Inc. (U S WEST) filed an application for approval of an interconnection agreement third amendment negotiated with DSLnet Communications, LLC. The amendment adds terms and conditions for LIS Inter Local Calling Area Facility along with terms, conditions and rates for Unbundled Dark Fiber.

On July 26, 2000, in Case No. PU-2352-00-390, U S WEST filed an application for approval of a resale agreement negotiated with HJN Telecom, Inc. This agreement sets forth rates, terms, and conditions under which U S WEST agrees to provide services for resale.

Also on July 26, 2000, in Case No. PU-2287-00-391, U S WEST filed an application for approval of an interconnection agreement first amendment negotiated with Integra Telecom of Minnesota, Inc. This amendment adds rates, terms and conditions for certain unbundled network elements in accordance with the Federal Communication Commission's November 5, 1999 Order and related federal regulations.

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.

**2 PU-2146-00-351**

Pages: 2

08/02/2000

Public Service Commission

Notice of Opportunity to File Written Comments

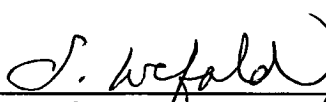


CC: Comm Legal PUD (3)

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 agreements until September 8, 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**

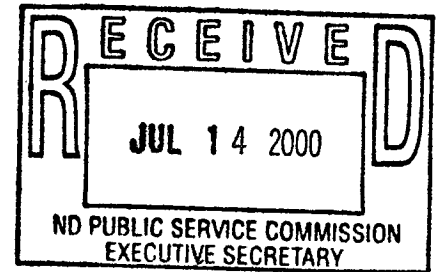
		
Susan E. Wefald Commissioner	Bruce Hagen President	Leo M. Reinbold Commissioner

**Qwest Corporation**  
7800 E. Orchard Road, Suite 250  
Englewood, Colorado 80111  
(303) 793-6612-Phone  
(303) 793-6633-Fax  
sbowens@uswest.com

**Sally E. Bowen**  
Contract Administrator

Contract Development  
and Services

Law Department



July 13, 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 Third Amendment to the Wireline Agreement between U S WEST Communications, Inc. (soon to be doing business as Qwest Corporation) and DSLnet Communications, LLC**

Dear Mr. Mielke:

Enclosed for filing are an original and seven (7) copies of the Third Amendment to the Interconnection Agreement (the "Amendment") between DSLnet Communications, LLC ("DSLnet") and U S WEST Communications, Inc. (soon to be doing business as Qwest Corporation)("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 regarding certain points of interface, adding terms and conditions for LIS Inter Local Calling Area Facility and terms, conditions and rates for Unbundled Dark Fiber.

Please date stamp the enclosed copy of this letter and return it to me in the attached 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) 793-6612 if you have any questions.

Yours truly,

A handwritten signature in cursive script that reads "Sally E. Bowen".

Sally E. Bowen

Enclosures

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

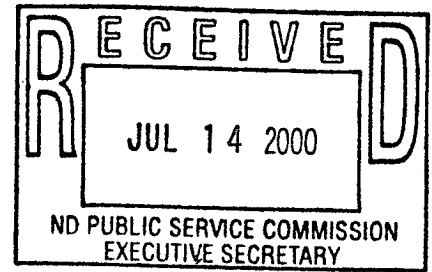
1 **PU-2146-00-351** Pages: 12  
07/14/2000  
DSLnet Communications, LLC / U S WEST Con  
Interconnection agreement amendment filing

CC: Comm Legal PUD (3)

Qwest Corporation Law Department  
Counsel, Interconnection  
1801 California Street, 51st Floor  
Denver, Colorado 80202

Scott A. Macintosh  
Manager - Public Policy  
Qwest Corporation  
220 N 5 Street  
Bismarck, ND 58506

**Amendment No. 3  
to the Interconnection Agreement  
Between  
DSLnet Communications, LLC  
and  
U S WEST Communications, Inc.**



**For the State of North Dakota**

This Amendment No. 3 ("Amendment") is made and entered into by and between DSLnet Communications, LLC ("CO-PROVIDER") and U S WEST Communications, Inc. ("USWC").

**RECITALS**

WHEREAS, CO-PROVIDER and USWC entered into that certain Interconnection Agreement for service in the state of North Dakota, which was approved by the North Dakota Public Service Commission ("Commission") on October 20, 1999 (the "Agreement"); and

WHEREAS, CO-PROVIDER and USWC wish to amend the Agreement to include Inter Local Calling Area Facility and Unbundled Dark Fiber under the terms, conditions and rates contained herein.

**AGREEMENT**

NOW THEREFORE, the Parties agree as follows:

**1. Amendment Terms.**

- A. Section 6 of the Agreement, Interconnection, Subsection 6.6, Points of Interface (POI), is deleted in its entirety and replaced with the following:

**6.6 Points of Interface (POI)**

Upon a request for specific point to point routing, USWC will make available to CO-PROVIDER information indicating the location and technical characteristics of USWC's network facilities. The following alternatives are negotiable and include, but are not limited to: (a) a DS-1 or DS-3 entrance facility, where facilities are available (where facilities are not available and USWC is required to build special or additional facilities, special construction charges may apply); (b) virtual collocation; (c) physical collocation; (d) negotiated Meet Point facilities; and (e) LIS Inter Local Calling Area (LCA) Facility. Each Party is responsible for providing its own facilities up to the Meet Point. The Parties will negotiate the facilities arrangement between their networks.

- B. This Amendment is made in order to add the terms and conditions for LIS Inter Local Calling Area (LCA) Facility as set forth in Section 1 of Attachment 1, attached hereto and incorporated herein.
- C. This Amendment is further made to add the terms, conditions and rates for Unbundled Dark Fiber as set forth in Section 2 of Attachment 1, attached hereto and incorporated herein.

**2. Effective Date.**

This Amendment shall be deemed effective upon Commission approval.

**3. Further Amendments.**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

**DSLnet Communications, LLC**

Wendy Bluemling  
Authorized Signature

Wendy Bluemling  
Name Typed or Printed

Assistant Vice President/Regulatory Affairs  
Title

6/27/00  
Date

**U S WEST Communications, Inc.**

Elizabeth J. Stamp  
Authorized Signature

Elizabeth J. Stamp  
Name Typed or Printed

Director – Interconnect  
Title

07/07/00  
Date

## ATTACHMENT 1

### 1. LIS Inter Local Calling Area (LCA) Facility

- 1.1 CO-PROVIDER may request USWC-provided facilities to transport local exchange traffic from a virtual local POI ("local VPOI") in a USWC local calling area to a POI located in a EAS/local serving area (a "distant POI"). The USWC-provided facilities interconnecting a USWC local calling area to a distant POI are LIS Inter Local Calling Area (LCA) Facilities.
- 1.2 The actual origination of the LIS Inter LCA Facility shall be in the USWC Wire Center located in the distant EAS/local serving area where CO-PROVIDER has a physical presence and has established the distant POI. CO-PROVIDER may use interconnection arrangements (a), (b), (c), (d) or (e) as outlined in Subsection 6.6, to establish the distant POI.
- 1.3 If the distance between the USWC Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Appendix A to the Agreement.
- 1.4 If the distance between the USWC Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with Appendix A, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.
- 1.5 USWC will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by USWC to transport USWC-originated traffic to CO-PROVIDER. USWC shall not be required to reduce the Private Line Transport Services rates for the portion of the interLATA LCA facility that exceeds twenty (20) miles in length.
- 1.6 In addition, CO-PROVIDER may choose to purchase a Private Line Transport Services DS3 from USWC as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. CO-PROVIDER will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If CO-PROVIDER chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in the USWC Central Office in the local calling area.
- 1.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between USWC and CO-PROVIDER customers located within the USWC local calling area.
- 1.8 The LIS InterLCA Facility cannot be used to access unbundled network elements.
- 1.9 The LIS InterLCA Facility is available only where facilities are available. USWC is not obligated to construct new facilities to provide a LIS InterLCA Facility.

## **2. Unbundled Dark Fiber (UDF)**

### **2.1 Description**

- 2.1.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within USWC's network. UDF is a single transmission path between two USWC Wire Centers or between a USWC Wire Center and an end user customer premise in the same LATA and state. UDF exists in two distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an existing route between two USWC Wire Centers; and (b) UDF-Loop, which constitutes an existing loop between a USWC Wire Center and either a fiber distribution panel located at an appropriate outside plant structure or an end-user customer premises.

### **2.2 Terms and Conditions**

- 2.2.1 USWC will provide CO-PROVIDER with non-discriminatory access to UDF-IOF and UDF-Loop. USWC will provide UDF of substantially the same quality as the fiber facilities that USWC uses to provide service to its own end user customers within a reasonable time frame.
- 2.2.2 CO-PROVIDER will provide USWC with non-discriminatory access to UDF-IOF and UDF-Loop. CO-PROVIDER will provide UDF of substantially the same quality as the fiber facilities that CO-PROVIDER uses to provide service to its own end user customers within a reasonable time frame.
- 2.2.3 USWC will provide CO-PROVIDER with access to existing Dark Fiber facilities. CO-PROVIDER shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. USWC will not remove, and CO-PROVIDER shall be permitted to use, regenerating equipment that already exists in mid-span.
- 2.2.4 USWC will provide Unbundled Dark Fiber to CO-PROVIDER in increments of two strands (by the pair). CO-PROVIDER may obtain up to 25% of available dark fibers or four dark fiber strands, whichever is greater, in each fiber cable segment over a 12 month period. CO-PROVIDER must demonstrate efficient use of those fibers before leasing additional fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 capacity on each fiber pair. Efficient use of loop fiber is defined as providing a minimum of OC-3 capacity on each fiber pair.
- 2.2.5 USWC shall not have an obligation to unbundle Dark Fiber in the following circumstances:
- a) USWC will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. USWC shall not reserve more than 5% of the fibers in a sheath for maintenance or maintenance spare.

- b) USWC will not unbundle Dark Fiber that, as of the day CO-PROVIDER submits its order for Unbundled Dark Fiber, USWC has already designated for use in an approved, or pending job on behalf of USWC or another CLEC.
  - c) USWC will not be required to unbundle Dark Fiber if USWC demonstrates to Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, USWC shall be relieved of its unbundling obligations during the pendency of the proceeding before Commission.
- 2.2.6 USWC will provide CO-PROVIDER with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, USWC will inform CO-PROVIDER of the availability of single-mode and multi-mode fiber.
- 2.2.7 Specifications, interfaces and parameters for Dark Fiber are described in USWC's Technical Publication 77383.
- 2.2.8 CO-PROVIDER is responsible for trouble isolation before reporting trouble to USWC.
- 2.2.9 CO-PROVIDER shall not use UDF as a substitute for special or switched access services, except to the extent CO-PROVIDER provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.
- 2.2.10 Upon twelve (12) month notification to CO-PROVIDER or as defined by Commission, USWC reserves the right to reclaim in part or in whole, UDF previously obtained by CO-PROVIDER. This condition would arise in those cases where USWC is in jeopardy of meeting or maintaining control of its obligation to provide services as required by law. In addition, if CO-PROVIDER does not achieve and maintain minimal UDF utilization, as outlined previously in this Section, within 12 months of the UDF's receipt, USWC may reclaim the facilities and charge CO-PROVIDER the normal disconnection charges contained in the Interconnection Agreement. Upon request, CO-PROVIDER must provide USWC with evidence verifying minimum UDF utilization. USWC may conduct an Audit or Examination of CO-PROVIDER's utilization of the UDF provided under this Agreement pursuant to the terms of the Audit Section of this Agreement. USWC will provide an alternative means of service when under-utilization is found.
- 2.2.11 USWC will not combine a Dark Fiber element with another Unbundled Network Element or USWC services, or CO-PROVIDER facilities. CO-PROVIDER is responsible for connecting Dark Fiber with CO-PROVIDER fiber optic terminal or other equipment.
- 2.2.12 CO-PROVIDER must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.

- 2.2.13 For UDF-Loop, CO-PROVIDER is responsible for all work activities at the end-user premise. All negotiations with the premise end-user and or premise owner are solely the responsibility of CO-PROVIDER.
- 2.2.14 For a UDF-Loop terminating at an existing end-user premise FDP, USWC will provide to CO-PROVIDER an optical "jumper", not to exceed 30 feet in length, connected to the USWC UDF-Loop FDP.
- 2.2.15 CO-PROVIDER is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at CO-PROVIDER's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. CO-PROVIDER shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. CO-PROVIDER facilities shall be placed and maintained in accordance with the requirements and specifications of applicable Fiber Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act, and any governing authority having jurisdiction. Access to Right-of-Way shall be in accordance with the Access to Poles, Ducts, Conduits and Rights of Way Section.
- 2.2.16 CO-PROVIDER will incur all costs associated with returning the UDF to its original condition when it disconnects UDF.

### **2.3 Ordering Processes**

Ordering processes and installation intervals are as follows:

- 2.3.1 Prior to placing an order for UDF, CO-PROVIDER must first establish a Collocation arrangement in each of the necessary USWC Wire Centers. CO-PROVIDER must establish proper ICDF demarcation points as part of its collocation build in order to accommodate the UDF optical terminations.
- 2.3.2 The first step of the UDF ordering process is the inquiry process. CO-PROVIDER must submit a UDF inquiry through its account team. The UDF inquiry is used to determine the availability of UDF between the two requested locations, UDF-IOF or UDF-Loop. CO-PROVIDER must specify the two USWC offices or end-user premise location and the number of fibers requested. USWC will inform CO-PROVIDER of the availability of dark fiber that will meet CO-PROVIDER's request, if any, within 10 business days for an Initial Records Inquiry (IRI).
- 2.3.3 Based on the CO-PROVIDER request (UDF-Loop or UDF-IOF), there are two possible scenarios.

#### **Termination at a Mid-Point Structure**

- 2.3.3.1 If spare fiber is available, and CO-PROVIDER chooses to proceed, and the request is for UDF-Loop going to a mid-point structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), CO-PROVIDER will submit the Field

Verification Quote Preparation (FVQP) form. USWC will prepare and submit to CO-PROVIDER a quote along with the original FVQP within 20 business days of the submission of the FVQP form by CO-PROVIDER. Quotes are on an Individual Case Basis (ICB) and will include costs and number of days required to provision the service.

- 2.3.3.2 USWC will begin the provisioning process upon notification from CO-PROVIDER to proceed and the receipt of 50% of the quoted amount. The notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify CO-PROVIDER when provisioning is complete and the remaining quoted amount, the non-recurring charges, and recurring charges will be billed.

#### **Termination at USWC Wire Center or End-user Premise**

- 2.3.3.3 If spare fiber is available, and CO-PROVIDER chooses to proceed, and the request is for a UDF-IOF or a UDF-Loop going to a end-user premise, USWC will begin the provisioning process upon notification from CO-PROVIDER to proceed and the receipt of 50% of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning of this type of request will take 20 business days. CO-PROVIDER will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

- 2.3.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

## **2.4 Maintenance and Repair**

- 2.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CO-PROVIDER cross connections will be repaired by CO-PROVIDER and USWC cross connections will be repaired by USWC. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

## **2.5 Rate Elements**

- 2.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:
  - a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CO-PROVIDER. A simple IRI determines if UDF is available between two USWC wire centers or between a USWC wire center and customer premise. A complex IRI

determines if UDF is available between a USWC wire center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. USWC will bill CO-PROVIDER the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

- b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CO-PROVIDER at locations other than USWC Wire Centers or an end-user premises. USWC will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for 30 calendar days. The FVQP is not necessary when the request is between USWC wire centers or between a USWC wire center and customer premise (i.e., IRI).

2.5.2 The following rate elements are used once the availability of UDF has been established and CO-PROVIDER chooses to access UDF.

#### 2.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

- a) UDF-IOF Termination (Fixed) Rate Element. This rate element has both a recurring and non-recurring component and provides a termination at the interoffice FDP within the USWC Wire Center. Two UDF-IOF terminations apply. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.
- b) UDF-IOF Fiber Transport, (Per Mile) Rate Element. This recurring rate element provides a transmission path between USWC Wire Centers. This is a mileage sensitive element based on the route miles of the UDF rounded up to the next mile.
- c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to CO-PROVIDER's optical demarcation point (ICDF). A minimum of two UDF-IOF fiber cross-connects apply. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point.

#### 2.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

- a) UDF-Loop Fiber Non-Recurring Charge: This rate element includes the termination and cross connects at both ends.
- b) UDF-Loop Fiber Recurring Charge: This rate element include transport per pair calculated as the average mileage between the originating USWC Wire Center and the End-

user Premise and the terminations and cross connects at both ends.

**EXHIBIT A**  
**NORTH DAKOTA RATES FOR UNBUNDLED DARK FIBER (UDF)**

	<b>Recurring Charges</b>	<b>Nonrecurring Charges</b>
Initial Records Inquiry (IRI)		\$156.08
Mid-Point Structure Inquiry (MPSI)		\$199.01
Field Verification and Quote Preparation (FVQP)		\$1,453.55
<b>UDF-IOF Charges</b>		
Order Charge Per Route		\$550.18
Termination, Fixed Per Pair/Office	\$8.54	
Fiber Transport, Per Mile	\$100.01	
Fiber Cross-Connect Per Pair/Office	\$4.74	*\$33.31
<b>UDF-Loop Charges</b>		
Order Charge Per Route		\$550.18
Termination, Fixed Per Pair/Office	\$7.79	
Termination, Fixed Per Pair/Prem	\$6.93	
Fiber Transport, Per Route	\$148.37	
Fiber Cross-Connect Per Pair/Office	\$4.74	*\$33.31
*Per Office – Up to Two Pairs		

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Wendy Blueending  
& Knot Communications LLC  
15 Rony Wharf Dr 5th Fl  
New Haven CT 06511

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Delivery 9-25-00
C. Signature X <i>Nancy K...</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes

Article Number (Copy from service label)  
7099 3220 0002 8476 8456

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1. Article Addressed to:  
Wendy Blueending  
& Knot Communications  
15 Rony Wharf Dr 5th Fl  
New Haven CT 06511

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)	B. Date of Delivery 8/20
C. Signature X <i>Nancy K...</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes

2. Article Number (Copy from service label)  
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