

DIVIDER

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

PU-1755-00-580

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

Application

00

Filed 11/2/2000

Closed 1/11/2001

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, March 19, 2001 10:04 AM
To: Geiger, Gloria A.; Scott, Sandi L.
Subject: Money Received.....

Case No. PU-2057-00-588
McLeodUSA
\$45.87

Case No. PU-1755-00-580
U.S. Link
\$45.88

12 **PU-1755-00-580**

Pages: 0

\$45.88 received

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

03/19/2001

CC: Comm Legal Ilona Jerry .

PU-2421-00-562
Qwest
\$62.21

PU-2204-00-590
Qwest
\$45.87

PU-2446-00-629
Qwest
\$43.64

PU-2271-00-589
Qwest
\$45.87

PU-2420-00-560
Qwest
\$62.21

PU-2057-00-588
Qwest
\$45.87

PU-1755-00-580
Qwest
\$45.87

11 **PU-1755-00-580** Pages: 0
\$45.87 received
by Qwest Corporation
03/12/2001
CC: Comm Legal Ilona Jerry

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Friday, March 09, 2001 10:04 AM
To: Scott, Sandi L.
Subject: Money Received

PU-2441-00-618
Qwest
\$43.65

PU-2442-00-619
Qwest
\$43.65

PU-2443-00-620
Qwest
\$43.65

PU-2445-00-624
Qwest
\$43.64

PU-2448-00-627
Qwest
\$43.64

PU-2447-00-628
Qwest
\$43.64

PU-2451-00-630
Qwest
\$43.64

PU-2422-00-563
Qwest
\$62.21

APPROVED

DATE: 2-21-01
KMF

MOTION

February 21, 2001

U. S. Link, Inc./U S WEST
Interconnection Agreement Amendment
Application

Case No. PU-1755-00-580

I move the Commission bill U. S. Link, Inc. and U S WEST for costs incurred to date in Case No. PU-1755-00-580, U. S. Link, Inc./U S WEST, Interconnection Agreement Amendment, Application.

10 PU-1755-00-580

Pages: 3

Utility Valuation Motion/Letter/Billing
Statement
by Public Service Commission

02/21/2001

CC: Comm Legal Ilona Jerry



Public Service Commission
State of North Dakota

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

COMMISSIONERS

Bruce Hagen
President
Susan E. Wefald
Leo M. Reinbold

February 21, 2001

Executive Secretary
Jon H. Mielke

Mike Roddy
U S Link
PO Box 327
Pequot Lakes MN 56472-0327

Dan Kuntz
PO Box 1695
Bismarck ND 58502-1695

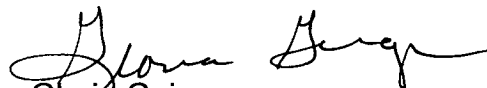
RE: Case No. PU-1755-00-580
U. S. Link, Inc./U S WEST
Interconnection Agreement Amendment
Application

Enclosed is a copy of the statement approved at the February 21, 2001 Public Service Commission meeting for the expenses incurred to date in Case No. PU-1755-00-580.

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

Enc.

c: Scott Macintosh
Qwest Corporation
PO Box 5508
Bismarck ND 58502-5508

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

Billing Statement

February 21, 2001

U. S. Link, Inc./U S WEST
Interconnection Agreement Amendment
Application

Case No. PU-1755-00-580

Expenses Incurred to Date:

Advertising Costs	\$91.75
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Amount Due:

U. S. Link, Inc.	\$45.88
U S WEST	\$45.87

Send Payment To:

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

Federal Tax ID 45-0309764

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

U.S. Link, Inc./U S WEST
Interconnection Agreement Amendment
Application

Case No. PU-1755-00-580

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **11th day of January, 2001**, 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:

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

John Munn
Qwest Corporation
1801 California St Rm 5100
Denver CO 80202

Cert. No. 7000 0520 0022 8653 3430

Cert. No. 7000 0520 0022 8653 3447

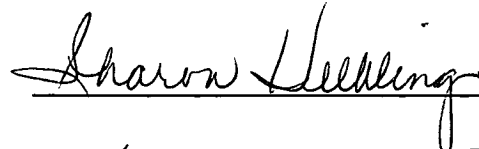
Sharon Helbling further deposes and says that on the **11th day of January, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

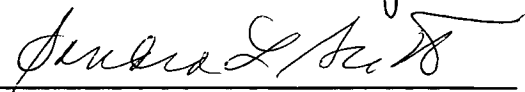
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

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 **11th day of January, 2001**.





Notary Public

SEA 

9

PU-1755-00-580

Pages: 1

Affidavit of Service

by Public Service Commission

01/11/2001

CC: Comm Legal Ilona Jerry

PU-1755-00-580

Copies To:

State Library (8 copies)

Historical Society

Associated Press

APPROVED:
DATE: 1-10-01
KMF

MOTION

January 10, 2001

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

Case No. PU-1755-00-580

I move the Commission adopt the Order Approving Interconnection Agreement Amendment in the application of U S WEST for approval of an interconnection agreement amendment negotiated with U.S. Link, Inc., Case No. PU-1755-00-580.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

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

Case No. PU-1755-00-580

ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENT

January 10, 2001

On November 2, 2000, in Case No. PU-1755-00-580, U S WEST Communications, Inc. (U S WEST) filed an application for approval of a negotiated first amendment to its interconnection agreement with U.S. Link, Inc. of Pequot Lakes, MN. The amendment sets forth rates, terms and conditions for unbundled network elements combinations, customized routing and shared interoffice transport.

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

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

In addition, the Commission may include in its review state requirements 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 November 22, 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 December 26, 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 amendment negotiated between U S WEST Communications, Inc. and U.S. Link, Inc. filed with the Commission on November 2, 2000, is APPROVED.
2. The Commission retains continuing jurisdiction over the agreement at all times.
3. Notice of any changes to the agreement must be filed promptly with the Commission.
4. The agreement must not be assigned, assumed or otherwise transferred without the approval of the Commission.
5. Each party to the agreement shall respond reasonably and in good faith to the other party's requests to implement the agreement.

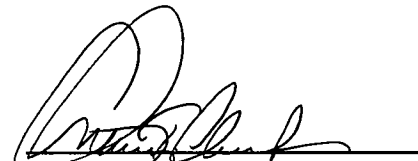
PUBLIC SERVICE COMMISSION



Susan E. Wefald
Commissioner

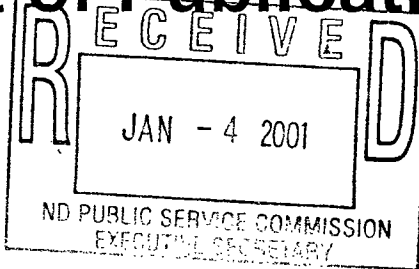


Leo M. Reinbold
Commissioner



Anthony T. Clark
Commissioner

Affidavit of Publication



State of North Dakota)
County of Burleigh)

Laurie Thiel, being duly sworn, state as follows:

- 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.
- The newspapers listed on the exhibits published the advertisement of:
US Link ... New Edge, 1 time(s)
as required by law or ordinance.
- 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: [Signature]

Subscribed and sworn to before me this 19th day of December A.D. 2000.

[Signature]

- | | |
|---|---|
| <p>6 PU-1755-00-580 Pages: 11
Affidavit of Publication</p> <p>6 PU-2424-00-581 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.</p> <p>6 PU-2425-00-582 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
01/04/2001 CC: Comm Legal Ilona Jerry .</p> | <p>6 PU-2426-00-583 Pages: 11
Affidavit of Publication</p> <p>6 PU-2057-00-588 Pages: 11
Affidavit of Publication</p> <p>6 PU-2271-00-589 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
01/04/2001 CC: Comm Legal Ilona Jerry .</p> <p>6 PU-2204-00-590 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
01/04/2001 CC: Comm Legal Ilona Jerry .</p> |
|---|---|

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

U.S. Link, Inc./U S WEST Interconnection Agreement Amendment Application	Case No. PU-1755-00-580
Western Wireless Corporation/North Dakota Telephone Company Interconnection Agreement Application	Case No. PU-2424-00-581
Western Wireless Corporation/Polar Telecommunications, Inc. Interconnection Agreement Application	Case No. PU-2425-00-582
Western Wireless Corporation/Polar Telecommunications Mutual Aid Corporation Interconnection Agreement Application	Case No. PU-2426-00-583
McLeodUSA Telecommunications Services, Inc./U S WEST Interconnection Agreement Amendment Application	Case No. PU-2057-00-588
Sprint Communications Company, L.P./U S WEST Interconnection Agreement Amendment Application	Case No. PU-2271-00-589
New Edge Network, Inc./U S WEST Interconnection Agreement Amendment Application	Case No. PU-2204-00-590

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 **24th day of November, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **six**

5 **PU-1755-00-580** Pages: 4

Affidavit of Service by Mail for 11-22-00
Notice
by Public Service Commission

11/22/2000

CC: Comm Legal Ilona Jerry

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:

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7099 3400 0014 4513 6590

John Munn
Qwest Corporation
1801 California St Rm 5100
Denver CO 80202

Cert. No. 7099 3400 0014 4513 6583

Mike Bosh
Pringle & Herigstad
P O Box 1000
Minot ND 58702-1000
Cert. No. 7099 3400 0014 4513 6576

Gene Dejordy
Western Wireless
3650 131st Ave SE
Bellevue WA 98006
Cert. No. 7099 3400 0014 4513 6569

Dave Dircks
North Dakota Telephone Company
P O Box 180
Devils Lake ND 58301
Cert. No. 7099 3400 0014 4513 6552

Dave Dunning
Polar Telecommunications Inc
P O Box 270
Park River ND 58270
Cert. No. 7099 3400 0014 4513 6545

Sharon Helbling further deposes and says that on the **24th day of November, 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 **24th day of November, 2000**

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

Sharon Helbling
Sandra L. Scott
Notary Public

SEAL

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**U.S. Link, Inc./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-1755-00-580**

**Western Wireless Corporation/North Dakota
Telephone Company
Interconnection Agreement
Application** **Case No. PU-2424-00-581**

**Western Wireless Corporation/Polar
Telecommunications, Inc.
Interconnection Agreement
Application** **Case No. PU-2425-00-582**

**Western Wireless Corporation/Polar
Telecommunications Mutual Aid Corporation
Interconnection Agreement
Application** **Case No. PU-2426-00-583**

**McLeodUSA Telecommunications Services, Inc./U S
WEST
Interconnection Agreement Amendment
Application** **Case No. PU-2057-00-588**

**Sprint Communications Company, L.P./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-2271-00-589**

**New Edge Network, Inc./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-2204-00-590**

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 **24th day of November, 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:

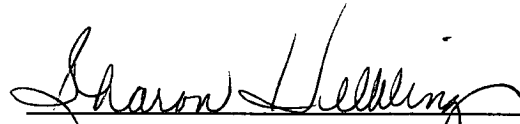
Notice of Opportunity to File Written Comments

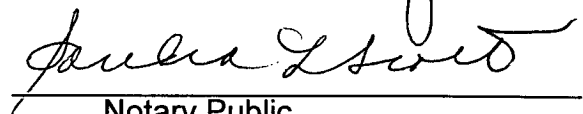
The envelopes were addressed as follows:

See Attached List

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

Subscribed and sworn to before me
this **24th day of November, 2000.**





Notary Public

SEAL



wahlgren@rus.usda.gov
Wayne Ahlgren

bberkenpas@odusa.com
Barb Berkenpas

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William Brudvik

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Don Lee

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Janis Peterson

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Lise Strom

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Harumi Yamamoto

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Ruth Holder

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Jerry Chapman
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Steele ND 58482-0230

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Dickinson ND 58601-1077

drtc@drtel.net
Darren Moser
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Ellendale ND 58436-0069

glenn.richards@shawpittman.com
Glenn Richards
Glenn Richards
ShawPittman
2300 N St NW

rlaqua@rrv.net
Ronald Laqua
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Halstad MN 56548-0055

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Dallas TX 75240

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John Sullivan
McLeodUSA

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Cooperstown ND 58425

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San Antonio TX 78240-1245

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Keith Anderson
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protel@citi. .com
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jdbtbb@ndak.net
Jan Boschee
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Parshall ND 58770

pam@tnics.com
Pamela Harrington
Roberts Cty Tele Coop Assoc
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Chris Morsefield
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

johnar@srttel.com
John Reiser
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P O Box 789
Minot ND 58702-0789

mdickers@state.nd.us
Marcy Dickerson
State Tax Department
State Capitol
Bismarck ND 58505

grndelec@iw.net
Darrell Henderson
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PO Box 39
Bison SD 57620-0039

clarson@tele up.com
Caroline Larson
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2098 Nutmeg Ave
Fairfield IA 52556

bgreene@magicnet.net
Barbara Greene
Telephone Co of Central Florida Inc
3599 W Lake Mary Blvd Ste E
Lake Mary FL 32746-3417

thomasc@totaltel.com
Tom Carroll
TotalTel Inc
150 Clove Rd 8th Fl
Little Falls NJ 07424

bpipkin@touch1.com
Leigh Ann Wooten
Touch 1 Long Distance Inc
100 Brookwood Rd
Atmore AL 36502

maryg@uslink.net
Mary Goodman
U S Link Inc
200 2nd St
Pequot Lakes MN 56472

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Lenora Hall
U S Geological Survey

kjvannin@usgs.gov
K Vannin
U S Geological Survey

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Anne Franklin
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Atlanta GA 30303

ralyana@uswest.com
Richard Alyanak
U S WEST

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Kent Blickensderfer
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smacint@uswest.com
Scott Macintosh
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John Munn
U S WEST Communications Inc
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Denver CO 80202

saberry@uswest.com
Sharon Berry
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sschwan@uswest.com
Suzy Schwandt
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Bismarck ND 58502-5508

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Louisville KY 40223

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

bonniek@westriv.com
Bonnie Krause
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

tsusak@vocal.com
Tony Susak
VoCall Communications Corp
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Mark Waind
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Elaine McHale
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Dorothy Jones
Bell Atlantic Communications Inc
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John Session
Cable & Wireless Comm Inc
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Vienna VA 22182

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

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

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

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Ellendale ND 58436-0069

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Marilyn Foss
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Stanley ND 58784-0400

Minnesota Independent Equal Access
Corp
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MVX Communications LLC
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Novato CA 94945

Richard Thronson
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Scobey MT 59263

Net-tel Corporation
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Jan Lowe
Long Dist Consolidated Billing Co
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MCImetro Access Transmission Services
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Pamcomm
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Sioux Falls SD 57117-5200

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McLean VA 22102

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Pearl River NY 10965

Dean Polkow
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Jack Medaris
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Doris Cooper
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Z-Tel Communications Inc
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Tampa FL 33602-5925

PU-1755-00-580

Copies To:

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Historical Society

Associated Press

Helbling, Sharon D.

From: Helbling, Sharon D.

Sent: Wednesday, November 22, 2000 3:15 PM

To: ndna (E-mail)

Subject: Attached Notice of Opportunity for Hearing and Notice of Opportunity to File Written Comments

Please have the attached Notice of Opportunity for Hearing and Notice of Opportunity to File Written Comments 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.

You can send the bill directly to the Public Service Commission along with a tear sheet for billing purposes.

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

Thank you.

Sharon Helbling
Public Utilities Division

MOTION

APPROVED:
DATE: 11-22-00
KMF

November 22, 2000

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

Case No. PU-1755-00-580

**Western Wireless Corporation/North Dakota
Telephone Company
Interconnection Agreement
Application**

Case No. PU-2424-00-581

**Western Wireless Corporation/Polar
Telecommunications, Inc.
Interconnection Agreement
Application**

Case No. PU-2425-00-582

**Western Wireless Corporation/ Polar
Telecommunications Mutual Aid Corporation
Interconnection Agreement
Application**

Case No. PU-2426-00-583

**McLeodUSA Telecommunications Services, Inc./U
S WEST
Interconnection Agreement Amendment
Application**

Case No. PU-2057-00-588

**Sprint Communications Company, L.P./U S WEST
Interconnection Agreement Amendment
Application**

Case No. PU-2271-00-589

**New Edge Network, Inc./U S WEST
Interconnection Agreement Amendment
Application**

Case No. PU-2204-00-590

I move the Commission issue a Notice of Opportunity to File Written Comments in the applications by U S WEST for approval of interconnection agreement amendments negotiated with U.S. Link, Inc., Case No. PU-1755-00-580; McLeodUSA Telecommunications Services, Inc., Case No. PU-2057-00-588; Sprint

Communications Company, L.P., Case No. PU-2271-00-589; and New Edge Network, Inc., Case No. PU-2204-00-590, and in the applications for approval of interconnections agreements negotiated between Western Wireless Corporation and North Dakota Telephone Company, Case No. PU-2424-00-581, Polar Telecommunications Inc., Case No. PU-2425-00-582, and Polar Telecommunications Mutual Aid Corporation, Case No. PU-2426-00-583.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**U.S. Link, Inc./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-1755-00-580**

**Western Wireless Corporation/North Dakota
Telephone Company
Interconnection Agreement
Application** **Case No. PU-2424-00-581**

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Telecommunications, Inc.
Interconnection Agreement
Application** **Case No. PU-2425-00-582**

**Western Wireless Corporation/ Polar
Telecommunications Mutual Aid Corporation
Interconnection Agreement
Application** **Case No. PU-2426-00-583**

**McLeodUSA Telecommunications Services, Inc./U S
WEST
Interconnection Agreement Amendment
Application** **Case No. PU-2057-00-588**

**Sprint Communications Company, L.P./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-2271-00-589**

**New Edge Network, Inc./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-2204-00-590**

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

November 22, 2000

On November 2, 2000, in Case No. PU-1755-00-580, U S WEST Communications, Inc. (U S WEST) filed an application for approval of to the first amendment negotiated to its interconnection agreement with U.S. Link, Inc. of Pequot Lakes, MN. The amendment sets forth rates, terms and conditions for unbundled network elements combinations, customized routing and shared interoffice transport.

On November 3, 2000, applications were filed for approval of wireless interconnection agreements negotiated between Western Wireless Corporation of

11/22/2000

CC: Comm Legal Ilona Jerry .

Bellevue WA and North Dakota Telephone Company of Devils Lake, ND (Case No. PU-2424-00-581), Polar Telecommunications, Inc. (Case No. PU-2425-00-582) and Polar Telecommunications Mutual Aid Corporation (Case No. PU-2426-00-583) both of Park River, ND. These agreements set forth rates, terms and conditions for wireless interconnection and reciprocal compensation.

On November 6, 2000, U S WEST filed applications for approval of the fifth amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc. of Cedar Rapids, IA (Case No. PU-2057-00-588) and first amendments negotiated to interconnection agreements with Sprint Communications Company, L.P. of Kansas City, MO (Case No. PU-2271-00-589) and New Edge Network, Inc. of Vancouver, WA (Case No. PU-2204-00-590). These amendments set forth rates, terms and conditions for line sharing.

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

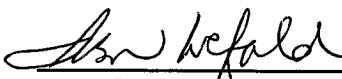
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.


In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.


The Commission will receive written comments on these agreements until December 26, 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

ZUGER KIRMIS & SMITH

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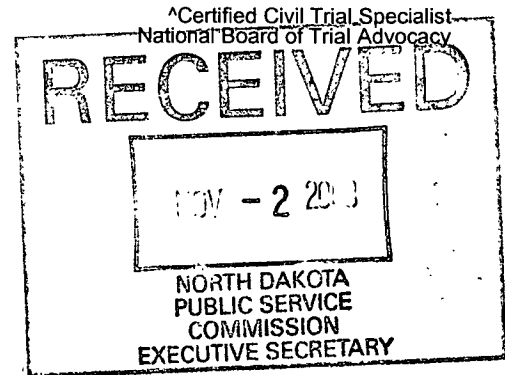
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Minnesota *
Montana/Illinois **

November 2, 2000



Mr. Jon Mielke
Executive Secretary
ND Public Service Commission
State Capitol -- 12th Floor
Bismarck, ND 58505-0480

Re: First Amendment to Wireline Agreement Between Qwest Corporation and U.S. Link, Inc.

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of Amendment No. 1 to the Interconnection Agreement between U.S. Link, Inc. and U S WEST Communications, Inc. approved January 14, 1998 in Docket No. PU-1755-97-544.

Please contact me if you have any questions regarding this filing.

Sincerely,

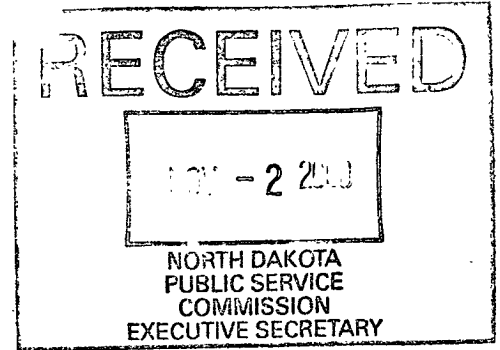
Daniel S. Kuntz

Enclosures

c: Scott Macintosh w/enc.
Denise Boucher wo/enc.

kac:\dkuntz\10070\1-mielke.link

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



This Amendment No. 1 ("Amendment") is made and entered into by and between U S Link, Inc. ("CO-PROVIDER") and U S WEST Communications, Inc. ("USWC").

RECITALS

WHEREAS, CO-PROVIDER and USWC entered into an Interconnection Agreement for service in the state of North Dakota that was executed by CO-PROVIDER on October 1, 1997 and USWC on October 1, 1997 (the "Agreement"); and

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

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

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

AGREEMENT

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

1. Amendment Terms.

- 1.1 This Amendment is made in order to add the terms, conditions and rates for Unbundled Network Elements Combinations, Customized Routing and Shared Interoffice Transport as set forth in Attachment 1, attached hereto and incorporated herein.
- 1.2 Attachment 3, Subsection 10.3, Customized Routing, is deleted in its entirety and replaced with new language as set forth in Section 2 of Attachment 1 to this Amendment.

2. Effective Date.

This Amendment shall be deemed effective upon execution.

3. Further Amendments.

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

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

U S Link, Inc.



Authorized Signature

John P. Sango

Name Printed/Typed

President

Title

9/28/00

Date

U S WEST Communications, Inc.



Authorized Signature

Elizabeth J. Stamp

Name Printed/Typed

Director - Interconnect

Title

10/03/00

Date

ATTACHMENT 1

UNBUNDLED NETWORK ELEMENTS COMBINATIONS CUSTOMIZED ROUTING AND SHARED INTEROFFICE TRANSPORT

1. Unbundled Network Elements Combinations (UNE Combinations)

“UNE Combination” means a pre-existing combination of legally binding and effective Section 251(c)(3) Unbundled Network Elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to CO-PROVIDER in its pre-existing combined state, and on an “as is” basis, and at Section 252(d)(1) rates. UNE Combinations include UNE-P and Private Line Combinations when used to provide a “Significant Amount of Local Exchange Traffic.” This definition is based on a ruling by the Eighth Circuit. If subsequent court rulings or federal law change this definition, this Amendment shall be amended to reflect that change.

1.1 General Terms

1.1.1 USWC shall provide CO-PROVIDER with nondiscriminatory access to pre-existing combinations of unbundled network elements in accordance to 47 C.F.R. 51.315(b), including but not limited to the UNE-Platform (UNE-P) according to the following terms and conditions.

1.1.2 The Federal Communications Commission released its new list of unbundled network elements (UNEs) that purportedly satisfied the “necessary” and “impair” standards of Section 251(d)(2). See In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) (hereinafter “UNE Remand Order”). According to the ordering clauses of the UNE Remand Order, some portions of this UNE list become effective on February 17, 2000 and others on May 17, 2000. USWC will, upon request, allow CO-PROVIDER to access pre-existing combinations of such network elements in accordance with 47 C.F.R. 51.315(b).

1.1.2.1 USWC will only provide combinations of those unbundled network elements that are currently on the FCC’s then effective list of UNEs or are properly added by the State Commission according to 47 C.F.R. 51.317. Therefore, if a court of competent jurisdiction, the FCC or Commission stays, vacates or modifies the effectiveness of any portion of the list of UNEs or any of the unbundling requirements, then this Amendment shall be amended to reflect such change and that element or elements will no longer be available as part of a pre-existing combination of elements. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the change, it shall be resolved in accordance with the dispute resolution provision in the Interconnection Agreement.

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

1.2 Description

UNE Combinations are available for any service offered by USWC to its own customers using a combination of UNEs if required by federal or state law, including the UNE Remand Order.

1.3 Terms and Conditions

- 1.3.1 USWC shall provide CO-PROVIDER with nondiscriminatory access to UNE Combinations, meaning: (a) of substantially the same quality as the comparable services that USWC provides service to its own retail customers, (b) in substantially the same time and manner as the comparable service that USWC provides to its own retail customers and (c) with a minimum of service disruption.
- 1.3.2 "UNE-P-POTS:" Retail and/or Resale 1FR/1FB lines that are in their pre-existing combined state are available to CO-PROVIDER as a UNE Combination. UNE-P POTS is comprised of the following unbundled

network elements: Analog - 2 wire voice grade loop (including loops deployed on DLC or IDLC technology or other digital technology), Analog Line Side Port (including ports provision TR008 or TR303 or other digital technology), Shared Transport and, if desired, Vertical Features (For complete descriptions, please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement).

1.3.3 "UNE-P-PBX:" Retail and/or resale PBX Trunks that are already in their pre-existing combined state are available to CO-PROVIDER as a UNE Combination. UNE-P-PBX includes the following pre-existing combination of unbundled network elements: DS1 Capable Loop, Trunk Side Local Switch Port and Trunk Side Shared Transport [STANDARD OFFERING UNDER DEVELOPMENT]. (For complete descriptions, please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement.)

1.3.3.1 USWC will begin making UNE-P-PBX pre-existing combinations available to CO-PROVIDER upon request beginning February 17, 2000. USWC will accept orders for such UNE Combinations on an Individual Case Basis. When standard offering development is completed, USWC will provide CO-PROVIDER with access to PBX Trunk combinations according to the standard intervals set forth in Section 1.5.

1.3.4 "UNE-P-DSS:" Retail and/or resale Digital Switched Service (DSS) that are already in their pre-existing combined state are available to CO-PROVIDER as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: [STANDARD OFFERING UNDER DEVELOPMENT] (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement).

1.3.4.1 USWC will begin making UNE-P-DSS pre-existing combinations available to CO-PROVIDER upon request beginning February 17, 2000. USWC will accept orders for such UNE Combinations on an Individual Case Basis. When standard offering development is completed, USWC will provide CO-PROVIDER with access to UNE-P-DSS pre-existing combinations according to the standard intervals set forth in Section 1.5.

1.3.5 "UNE-P-ISDN:" Retail and/or resale ISDN lines that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Trunk Side Shared Transport [STANDARD OFFERING UNDER DEVELOPMENT]. In addition, vertical features not already associated with the Digital Line Side Port are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network

elements: [STANDARD OFFERING UNDER DEVELOPMENT] (For complete descriptions, please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement).

- 1.3.5.1 USWC will begin making UNE-P-ISDN pre-existing combinations available to CO-PROVIDER upon request beginning February 17, 2000. USWC will accept orders for such UNE Combinations on an Individual Case Basis. When standard offering development is completed, USWC will provide CO-PROVIDER with access to UNE-P-ISDN pre-existing combinations according to the standard intervals set forth in Section 1.5.
- 1.3.6. "Private Line Local Exchange UNE Combinations" (UNE-PL-X): Retail and/or resale private line circuits that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. There are many types of Private Line Local Exchange UNE Combinations. USWC will provide access to the following as standard offerings: UNE-PL-DS1 private line circuits are comprised of the following unbundled network elements: DS1 Capable Loop and DS1 Unbundled Dedicated Interoffice Transport or Dedicated Transport. [REMAINING STANDARD OFFERINGS UNDER DEVELOPMENT] (For complete descriptions please refer to the appropriate Unbundled Network Elements in this Amendment or CO-PROVIDER'S Agreement.) Other Private Line Local Exchange UNE Combinations (DS0 and DS3 with multiplexing) are under development.
 - 1.3.6.1 USWC will begin making Private Line Local Exchange UNE Combinations available to CO-PROVIDER upon request beginning February 17, 2000. USWC will accept orders for such UNE Combinations on an Individual Case Basis. When standard offering development is completed, USWC will provide CO-PROVIDER with access to Private Line Local Exchange UNE Combinations according to the standard intervals set forth in Section 1.5.
 - 1.3.6.2 CO-PROVIDER cannot utilize pre-existing combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination when the pre-existing combination of network elements is either a special access circuit or is otherwise used primarily as a basis to avoid payment of Switched Access charges unless CO-PROVIDER establishes to USWC that it is using the pre-existing combination of network elements to provide a significant amount of local exchange traffic to a particular customer.
 - 1.3.6.2.1 No private line or other unbundled loop dedicated transport combination is available for conversion into a UNE Combination if it utilizes shared use billing, commonly referred to as ratcheting.

1.3.6.2.2 To find that a private line is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

1.3.6.2.2.1 CO-PROVIDER must certify to U S WEST that it is the exclusive provider of an end user's local exchange service and that the loop transport combination originates at a customer's premises and that it must terminate at CO-PROVIDER's collocation arrangement in at least one U S WEST central office. This condition, or option, does not allow loop-transport combinations to be connected to U S WEST's tariffed services.

1.3.6.2.2.2 CO-PROVIDER must certify that provides local exchange and exchange access service to the end user customer's premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at the CO-PROVIDER's collocation arrangement in at least one U S WEST central office; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow loop-transport combinations to be connected to U S WEST's tariffed services.

1.3.6.2.2.3 For the conversion of services to combinations of unbundled network elements, CO-PROVIDER must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic (measured based on the incumbent's local exchange calling area); and the entire loop facility has at least thirty-three percent (33%) local voice traffic; and if a loop/transport

combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow loop-transport combinations to be connected to U S WEST's tariffed services. Under this option, collocation is not required. Under this option, CO-PROVIDER does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

- 1.3.6.2.3 If CO-PROVIDER can certify to USWC through a certification letter that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then USWC will convert the Special Access circuit to a UNE Combination. For each Special Access circuit, CO-PROVIDER shall indicate in the certification letter under which local usage option, set forth in paragraphs 1.3.6.2.2.1, 1.3.6.2.2.2, or 1.3.6.2.2.3, it seeks to qualify the circuit. For each Special Access circuit, CO-PROVIDER shall maintain appropriate records that demonstrate that CO-PROVIDER's unbundled loop-transport combination is configured to provide local exchange service.
- 1.3.6.2.4 CO-PROVIDER's local service certification shall remain valid only so long as the Co-Provider continues to satisfy one of the conditions or options set forth in this Agreement or in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, released on June 2, 2000. CO-PROVIDER must provide written notice to U S WEST within thirty (30) days if CLEC's certification on a given circuit is no longer valid.
- 1.3.6.2.5 In order to confirm reasonable compliance with these requirements, USWC may perform audits of CO-PROVIDER's records according to the following guidelines:
- (a) USWC may, upon thirty (30) days written notice to a CO-PROVIDER that has purchased UNE-PLX circuits, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.

- (b) CO-PROVIDER shall make reasonable efforts to cooperate with any audit by USWC and, provide USWC with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CO-PROVIDER's unbundled loop-transport combination is configured to provide local exchange service in accordance with its certification.
- (c) An independent auditor hired and paid for by USWC shall perform any audits, provided, however, that if an audit reveals that CO-PROVIDER's UNE-PL-X circuit(s) do not meet or have not met the certification requirements, then CO-PROVIDER shall reimburse USWC for the cost of the audit.
- (d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.
- (e) USWC may not exercise its audit rights with respect to a particular CO-PROVIDER (excluding affiliates) more than twice in any calendar year, unless an audit finds noncompliance.
- (f) At the same time that U S WEST provides notice of an audit to CO-PROVIDER under this paragraph, U S WEST shall send a copy of the notice to the Federal Communications Commission.
- (g) Audits conducted by USWC for the purpose of determining compliance with certification criteria are "over and above" any audit rights that USWC may have pursuant to the Interconnection Agreement.

1.3.7 "UNE-P-CTX:" Retail and/or resale UNE-P-CTX lines that are already in their preexisting combined state are available to CO-PROVIDER as a UNE Combination. UNE-P-CTX is a Centrex service comprised of the following unbundled network elements: 2-wire analog loop, analog line side switch port, Shared Transport and features [STANDARD OFFERING UNDER DEVELOPMENT]. (For complete description, please refer to the appropriate unbundled network elements in this Amendment or the Interconnection Agreement.)

1.3.7.1 USWC will begin making UNE-P-CTX preexisting combinations available to CO-PROVIDER upon request beginning February 17, 2000. USWC will accept orders for such UNE Combinations on an Individual Case Basis. When standard offering development is completed, USWC will provide CO-PROVIDER with access to UNE-

P-CTX preexisting combinations according to the standard intervals set forth in Section 1.5.

- 1.3.8 Intentionally left blank for numbering consistency
- 1.3.9 The following terms and conditions are available for all types of UNE-P:
 - 1.3.9.1 UNE-P will include the capability to access long distance service (interLATA and intraLATA) of CO-PROVIDER's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CO-PROVIDER's Operator Services platform, capability to access CO-PROVIDER's Directory Assistance platform and USWC customized routing service; Message Delivery Service (MDS) allowing access to CO-PROVIDER voice mail; and, if desired by CO-PROVIDER, access to USWC Operator Services and Directory Assistance Service.
 - 1.3.9.2 If USWC provides and CO-PROVIDER accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, those services will be offered with standard USWC branding. CO-PROVIDER is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of USWC. However, at the request of CO-PROVIDER and where technically feasible, USWC will rebrand operator services and directory assistance in CO-PROVIDER's name, in accordance with terms and conditions set forth in CO-PROVIDER'S Agreement.
 - 1.3.9.3 CO-PROVIDER may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CO-PROVIDER shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to Section 2.
 - 1.3.9.4 USWC shall provide to CO-PROVIDER, for CO-PROVIDER's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP").USWC shall not be responsible for any failure of CO-PROVIDER to provide accurate end-user information for listings in any databases in which USWC is required to retain and/or maintain end-user information. USWC shall provide CO-PROVIDER's end user information to the ALI/DMS ("Automatic Location Identification/Database Management System"). USWC shall use its standard process to update and maintain, on the same schedule that it uses for its end users, CO-PROVIDER's end user service information in the ALI/DMS used to support E911/911 services. USWC assumes no liability for the accuracy of information provided by CO-PROVIDER.

- 1.3.9.5 CO-PROVIDER shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intraLATA services. CO-PROVIDER shall follow all applicable laws, rules and regulations with respect to PIC changes and USWC shall disclaim any liability for CO-PROVIDER's improper PIC change requests.
- 1.3.9.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by the CO-PROVIDER.
- 1.3.9.7 USWC and CO-PROVIDER will establish a managed project for conversion of lines from resale to UNE-P existing as of the date this Amendment becomes effective. Effective thirty (30) days after execution of this Amendment, USWC will process, and CO-PROVIDER will submit, via IMA, a maximum of 500 of those resold lines to UNE-P per month. If USWC fails to process UNE-P-POTS conversion orders within five (5) business days, the Effective Bill Date will reflect the 6th business date after the UNE-P-POTS conversion was requested. Lines that CO-PROVIDER migrates from USWC or other local service providers after the effective date of this Amendment shall be handled pursuant to Section 1.5.
- 1.3.10 If a retail contract or tariff agreement exists between USWC and the end user customer or reseller utilizing the pre-existing combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible party before the pre-existing combination of elements is available for conversion into a UNE Combination.
- 1.3.11 If CO-PROVIDER requests that an existing resale customer be converted into a UNE Combination, the resale rate will continue to apply until the date USWC completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in Section 1.5.
- 1.3.12 CO-PROVIDER shall provide USWC with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to CO-PROVIDER'S Agreement and this Amendment. The forecast shall be updated every six months for the first year of the contract and each November CO-PROVIDER shall provide a forecast for the following calendar year. Each forecast shall provide: (a) proposed volumes by month for each type of UNE Combination (by city and/or state); (b) CO-PROVIDER's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CO-PROVIDER's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of the Interconnection Agreement.

- 1.3.13 When end users switch from USWC to CO-PROVIDER, or to CO-PROVIDER from any other competitor and is obtaining service through a UNE Combination, such end users shall be permitted to retain their current telephone numbers if they so desire.
- 1.3.14 In the event USWC terminates the provisioning of any UNE Combination service to CO-PROVIDER for any reason, including CO-PROVIDER's non-payment of charges, CO-PROVIDER shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice to CO-PROVIDER's end users. USWC shall only be required to notify CO-PROVIDER of USWC's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.
- 1.3.15 CO-PROVIDER, or CO-PROVIDER's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CO-PROVIDER's end users contacting USWC will be instructed to contact CO-PROVIDER; however, to the extent permitted by the Interconnection Agreement, nothing in this Amendment shall be deemed to prohibit USWC from discussing its products and services with CO-PROVIDER's end users who call USWC.
- 1.3.16 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a pre-existing combination of elements, CO-PROVIDER will not request UNE-P where the following conditions exist: The customer to be served with the UNE Combination is a customer with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined in the UNE-P and UNE Combination Resource Guide concerning Unbundled Local Switching.

1.4 Rates and Charges

- 1.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in the Interconnection Agreement and Exhibit A for both recurring and non-recurring application.
- 1.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in the Interconnection Agreement and Exhibit A.
- 1.4.1.2 Nonrecurring charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination

is ordered. These nonrecurring charges are described in the Interconnection Agreement and Exhibit A.

- 1.4.2 If the State Commission takes any action to adjust the rates previously ordered, USWC will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by USWC, the parties will abide by the adjusted rates on a going-forward basis unless otherwise specifically ordered by the State Commission.
- 1.4.3 CO-PROVIDER shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by USWC end users.
- 1.4.4 CO-PROVIDER shall pay USWC the PIC change charge associated with CO-PROVIDER end user changes of interLATA or intraLATA carriers. Any change in CO-PROVIDER's end users' interLATA or intraLATA carrier must be requested by CO-PROVIDER on behalf of its end user. CO-PROVIDER shall retain recurring Primary Interexchange Carrier Charge (PICC) and Subscriber Line Interexchange Carrier Charge (SLICC) revenues.
- 1.4.5 If a customer is served by CO-PROVIDER through a UNE combination, USWC will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that customer's phone after conversion to a UNE Combination is complete.
- 1.4.6 USWC shall have a reasonable amount of time to implement system or other changes necessary to bill CO-PROVIDER for Commission-ordered rates or charges associated with UNE Combinations. The effective date of such rates or charges shall be in accordance with the Commission's order.

1.5 Ordering Process

- 1.5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in CO-PROVIDER'S Agreement and in the UNE-P and UNE Combination Resource Guide.
- 1.5.2 Prior to placing an order on behalf of each end user, CO-PROVIDER shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Interconnection Agreement.
- 1.5.3 Other than the services identified as part of the project plan in Section 1.3.9.7, the standard interval offering for UNE-P-POTS shall provide equivalent intervals to the interval USWC provides for its own retail POTS services.

- 1.5.4 Due date intervals are established when USWC receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day.
- 1.5.5 CO-PROVIDER shall provide USWC with complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all customers served by UNE Combinations.
- 1.5.6 When USWC's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, USWC will render its closing bill to the end user effective with the disconnection. If USWC is not the local service provider, USWC will issue a bill to CO-PROVIDER for that portion of the service provided to CO-PROVIDER should CO-PROVIDER's end user, a new service provider, or CO-PROVIDER request service be discontinued to the end user. USWC will notify CO-PROVIDER by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. USWC will not provide CO-PROVIDER with the name of the other service provider selected by the end user.
- 1.5.7 For UNE Combinations, CO-PROVIDER shall provide USWC and USWC shall provide CO-PROVIDER with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.
- 1.5.8 CO-PROVIDER will only submit the following types of orders to USWC for conversion to UNE-P: (a) conversions from resale; (b) conversions from retail, and (c) orders where facility check states that "soft dial tone" is in place. In these three circumstances, "preexisting combinations" of elements are already in place. If CO-PROVIDER submits an order that does not satisfy one of the above, USWC will reject the order and such rejection will not count against USWC's performance reporting as set forth in the Service Performance Section of the Interconnection Agreement.

1.6 Billing

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

1.7 Maintenance and Repair

USWC will maintain facilities and equipment that comprise the service provided to CO-PROVIDER as a UNE Combination. CO-PROVIDER or its end users may not

rearrange, move, disconnect or attempt to repair USWC facilities or equipment, other than by connection or disconnection to any interface between USWC and the end user, without the written consent of USWC.

2. Customized Routing

2.1 Description

- 2.1.1 Customized Routing permits CO-PROVIDER to designate a particular outgoing trunk that will carry certain classes of traffic originating from CO-PROVIDER's customers. Customized routing enables CO-PROVIDER to direct particular classes of calls to particular outgoing trunks which will permit CO-PROVIDER to self-provide or select among other providers of interoffice facilities, operator services and directory assistance. Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.
- 2.1.2 CO-PROVIDER may elect to route its end-user customers' traffic in the same manner as USWC routes its end-user customers' calls using existing USWC line class code(s) , e.g., Directory Assistance traffic, Operator Traffic, Toll Access Tandem, EAS/Local Tandem, EAS and other interoffice trunks, and Message Delivery Service. This option eliminates assignment and deployment charges (i.e., Custom Routing charges) otherwise applicable to new CO-PROVIDER line class code(s) required for custom or unique CO-PROVIDER routing requests.

2.2 Terms and Conditions

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

- 2.2.3 In both option (a) and (b) above, CO-PROVIDER shall provide comprehensive routing information associated with any routing request. USWC will provide line class code(s) to the CO-PROVIDER for inclusion in the CO-PROVIDER LSR (Local Service Request).

2.3 Rate Elements

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

2.4 Ordering Process

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

2.5 Maintenance and Repair

Maintenance and repair are the sole responsibility of USWC.

3. Shared Interoffice Transport

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

3.1 Description

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

3.2 Terms and Conditions

3.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in this Amendment. The existing routing tables resident in the switch will direct both USWC and CO-PROVIDER traffic over USWC's interoffice message trunk network.

3.2.2 CO-PROVIDER may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

3.3 Rate Elements

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

3.4 Ordering Process

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

3.5 Maintenance and Repair

Maintenance and repair are the sole responsibility of USWC.

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

	Recurring Rates	Nonrecurring Rates
Shared Interoffice Transport	\$0.00439222	N/A
Customized Routing	ICB	ICB

- 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:
Dan Kuntz
PO Box 1695
Bismarck ND 58502-1695

A. Received by (Please Print Clearly) *W. H. Fisher* B. Date of Delivery *1-12-01*

C. Signature *W. H. Fisher* Agent Addressee

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No
Box 5541
Bismarck N.D 58506-5541

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)
7000 0520 0022 8563 3430

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

PU-1755-00-580; PU-2057-00-588; PU-2271-00-589; PU-2204-00-590

- 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:
John Munn
Quest Corporation
1801 California St Lm 5100
Denver CO 80202

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) *J. Munn* B. Date of Delivery *NOV 27 2000*

C. Signature *J. Munn* 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)
 PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

PU-1755-00-580; PU-2057-00-588; PU-2271-00-589; PU-2204-00-590

- 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:
Dan Kuntz
PO Box 1695
Bismarck ND 58502-1695

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) *Chad Umatt* B. Date of Delivery *11-27-01*

C. Signature *Chad Umatt* 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 6590

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) *J. Munn* B. Date of Delivery *JAN 16 2001*

C. Signature *J. Munn* Agent Addressee

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

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:
John Munn
Quest
1801 California St Lm 5100

PU-00-580