

DIVIDER

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

PU-2204-00-590

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

00

Filed 11/6/2000

Closed 1/25/2001

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Thursday, March 22, 2001 1:15 PM
To: Geiger, Gloria A.; Scott, Sandi L.
Subject: Money Received.....

Case No. PU-2204-00-590
New Edge Network
\$45.87

Case No. PU-2442-00-619
New Edge Network
\$43.65

12 **PU-2204-00-590** Pages: 0

\$45.87 received

1

by New Edge Network, Inc. / U S WEST Communicat

03/22/2001

CC: Comm Legal Illona 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

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

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

Case No. PU-2204-00-590

I move the Commission bill New Edge Network, Inc. and U S WEST for costs incurred to date in Case No. PU-2204-00-590, New Edge Network, Inc./ U S WEST, Interconnection Agreement Amendment, Application.



Public Service Commission
State of North Dakota

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

COMMISSIONERS

Bruce Hagen
President
Susan E. Wefald
Leo M. Reinbold

February 21, 2001

Executive Secretary
Jon H. Mielke

Rob McMillan
New Edge Network Inc
3000 Columbia House Blvd
Vancouver WA 50322

Dan Kuntz
PO Box 1695
Bismarck ND 58502-1695

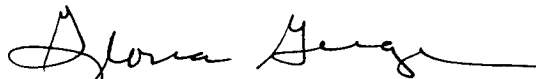
RE: Case No. PU-2204-00-590
New Edge Network, Inc./U S WEST
Interconnection Agreement Amendment
Application

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-2204-00-590.

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

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

Case No. PU-2204-00-590

Expenses Incurred to Date:

Advertising Costs	\$91.74
-------------------	---------

Amount Due:

New Edge Network, Inc.	\$45.87
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

**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 **25th day of January, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order

The envelopes were addressed as follows:

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7000 0520 0022 8654 0179

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

Cert. No. 7000 0520 0022 8654 0186

Rob McMillan
New Edge Network Inc
3000 Columbia House Blvd
Vancouver WA 50322
Cert. No. 7000 0520 0022 8654 0254

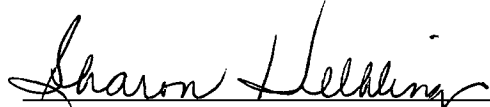
Sharon Helbling further deposes and says that on the **25th day of January, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

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 **25th day of January, 2001**.





Notary Public

SEAL



PU-2204-00-590

Copies To:

State Library (8 copies)

Historical Society

Associated Press

APPROVED

MOTION

DATE: 1-24-01
KMF

January 24, 2001

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

Case No. PU-2204-00-590

I move the Commission adopt the Order Approving Interconnection Agreement Amendment in the application of U S WEST for approval of a first amendment negotiated to its interconnection agreement with New Edge Network, Inc., Case No. PU-2204-00-590.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

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

Case No. PU-2204-00-590

ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENT

January 24, 2001

On November 6, 2000, U S WEST filed an application for approval of a first amendment negotiated to its interconnection agreement with New Edge Network, Inc. of Vancouver, WA.

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.

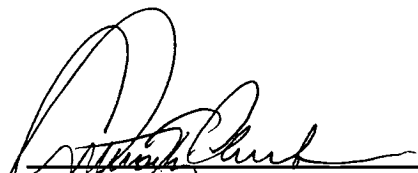
The Commission has reviewed the amended agreement and finds that it has not been shown to discriminate against a telecommunications carrier that was not a party to the agreement. The Commission further finds that implementation of the agreement has not been shown to be inconsistent with the public interest,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

Order

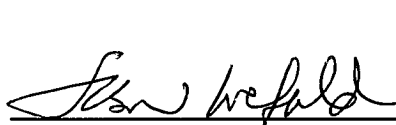
The Commission orders:

1. The first amendment negotiated to the interconnection agreement between U S WEST and New Edge Network, Inc. filed with the Commission on November 6, 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



Anthony T. Clark
Commissioner

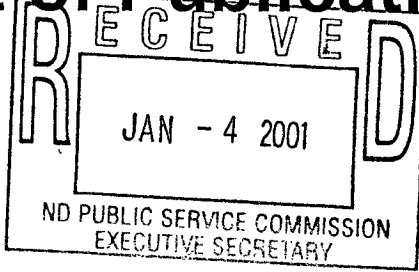


Susan E. Wefald
President



Leo M. Reinbold
Commissioner

Affidavit of Publication



State of North Dakota)
County of Burleigh)

Laurie Thiel, being duly sworn, state as follows:

1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
2. The newspapers listed on the exhibits published the advertisement of:
US Link ... New Edge, 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: [Signature]

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

[Signature]

- 6 **PU-1755-00-580** Pages: 11
Affidavit of Publication
- 6 **PU-2424-00-581** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
- 6 **PU-2425-00-582** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
01/04/2001 CC: Comm Legal Ilona Jerry ..

- 6 **PU-2426-00-583** Pages: 11
Affidavit of Publication
- 6 **PU-2057-00-588** Pages: 11
Affidavit of Publication
- 6 **PU-2271-00-589** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
01/04/2001 CC: Comm Legal Ilona Jerry ..
- 6 **PU-2204-00-590** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
01/04/2001 CC: Comm Legal Ilona Jerry ..

Notice of Opportunity To File Written Comments
November 22, 2000
Case No. PU-2204-00-590

Bismarck	11-29
Devils Lake	12-01
Dickinson	12-01
Fargo	12-4
Grand Forks	11-30
Jamestown	11-29
Minot	11-29
Valley City	12-1
Wahpeton	12-3
Williston	12-1

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**

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

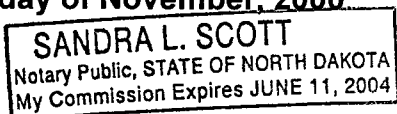
Sharon Helbling further deposes and says that on the **24th day of November, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

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

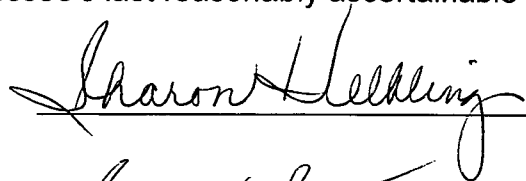
Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

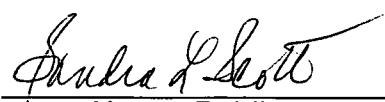
Each address shown is the respective addressee's last reasonably ascertainable post office address.

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



SEAL





Notary Public

**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:

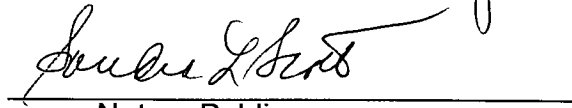
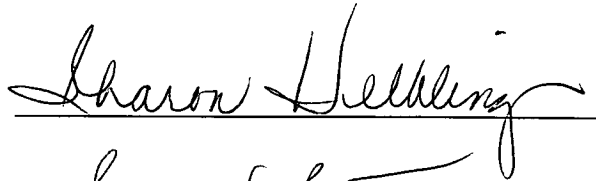
Notice of Opportunity to File Written Comments

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

wbrudvik@ohnstadlaw.com
William Brudvik

donlee@martin-associates.com
Don Lee

jxpet23.uswest.com
Janis Peterson

lisestrom@dwt.com
Lise Strom

harumiyamamoto@dwt.com
Harumi Yamamoto

ruth.holder@teligent.com
Ruth Holder

nlarsen@nvc.net
Clint Hanson
Accent Communications Inc
235 E 1st Ave
Groton SD 57445

jlchapman@acomminc.com
Jerry Chapman
Acomm Inc
510 1st Ave N Ste 203
Minneapolis MN 55403-0343

smassey@bepc.com
Sheryl Massey
Basin Electric Power Coop
1717 E Interstate Ave
Bismarck ND 58501-0564

jtmgr@bektel.com
Jerome Tishmack
BEK Communications Cooperative
PO Box 230
Steele ND 58482-0230

jtmgr@bektel.com
Jerome Tishmack
BEK Communications I Inc
PO Box 230
Steele ND 58482-0230

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

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

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

drtc@drtel.net
Darren Moser
Dickey Rural Telephone Cooperative
PO Box 69
Ellendale ND 58436-0069

meredith.gilford@gecapital.com
Meredith Gilford
GE Capital Comm Services Corp
6540 Powers Ferry Rd
Atlanta GA 30339

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

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

rlaqua@rrv.net
Ronald Laqua
Halstad Telephone Company
PO Box 55
Halstad MN 56548-0055

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

dclark@hq.idt.net
Diane Clark
IDT America, Corp.
520 Broad St 7th Fl
Newark NJ 07102

kander@ictc.com
Keith Anderson
Inter-Community Telephone Co
PO Box 8
Nome ND 58062-0008

kander@ictc.com
Keith Anderson
Inter-Community Telephone Co. II
PO Box 8
Nome ND 58062-0008

itci@means.net
Bruce Reuber
Interstate Telcom Consulting Inc
130 Birch Ave W
Hector MN 55342-0668

nschmid@acginc.net
Neil Schmid
Ionex Communications North Inc
5710 LBJ Frwy Ste 215
Dallas TX 75240

skat@means.net
Steven Katka
Loretel Systems Inc
13 E 4th Ave
Ada MN 56510

Michel.Murray@MCI.com
Michel Murray
MCI WorldCom Inc
707 17th St Ste 3600
Denver CO 80202

skillebrew@deltacom.com
Sharon Killebrew
McLeodUSA

john_sullivan@cable.comcast.com
John Sullivan
McLeodUSA

wheaston@mcleodusa.com
William Heaston
McLeodUSA
P O Box 3177
Cedar Rapids IA 52406-3547

amy.ibis@dtg.com
Amy Ibis
McLeodUSA
140 North Phillips Ave Ste 404
Sioux Falls SD 57104-6711

sbunn@mlgc.com
Shelie Bunn
Moore & Liberty Telephone Co
Enderlin ND 58027

dhill@ndarec.com
Dennis Hill
ND Assn Rural Electric Coops
PO Box 727
Mandan ND 58554-0727

lclemens@nft.net
Larry Clemens
Noonan Farmers Tele Co
Noonan ND 58765

cajuul@norstan.com
Cathy Juul
Norstan Network Services Inc
P O Box 5715
Minnetonka MN 5534333-57

klund@nccray.com
Kenneth Lund
Northwest Communications Corp
PO Box 38
Ray ND 58849-0038

jram@erols.com
John Ramsey
Parcel Consultants Inc
150 Commerce Rd
Cedar Grove NJ 07009

ddunning@polarcomm.com
David Dunning
Polar Telcom Inc
PO Box 270
Park River ND 58270-0270

gerrya@midr: s.com
Gerry Anderson
Mid-Rivers Telephone Coop Inc
PO Box 280
Circle MT 59215-0280

hfuglest@ndarec.com
Harlan Fugelsten
ND Assn Rural Electric Coops
PO Box 727
Mandan ND 58554-0727

pschaner@ndarec.com
Patti Schaner
ND Assn Rural Electric Coops
PO Box 727
Mandan ND 58554-0727

rer@norlight.com
Robert E Rogers
NorLight Inc
275 N Corporate Dr
Brookfield WI 53045

pagndta@btigate.com
Patricia Gisinger
North Dakota Telephone Assoc
PO Box 2614
Bismarck ND 58502-2614

royce@restel.net
Royce Aslakson
Parcel Consultants Inc
150 Commerce Rd
Cedar Grove NJ 07009

ddunning@polarcomm.com
David Dunning
Polar Commun Mut Aid Corp
PO Box 270
Park River ND 58270-0270

ddunning@polarcomm.com
David Dunning
Polar Telecommunications Inc
PO Box T
Park River ND 58270

jvonduyke@phoneforall.com
Jeff Walker
Preferred Carrier Services Inc
14681 Midway Rd Ste 105
Dallas TX 75244

protel@citi .com
Scott Lee
Protel Advantage Inc
1144 Larpenteur Ave W
St Paul MN 55113-6317

pam@tnics.com
Pamela Harrington
RC Communications Inc
PO Box 197
New Effington SD 57255-0197

ardondoran@rrt.net
Ardon Doran
Red River Rural Tele Assoc
PO Box 136
Abercrombie ND 58001

ardondoran@rrt.net
Ardon Doran
Red River Telecom Inc
PO Box 136
Abercrombie ND 58001-0136

jdbtbb@ndak.net
Jan Boschee
Reservation Telephone Cooperative
Parshall ND 58770

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

pam@tnics.com
Pamela Harrington
Roberts Cty Tele Coop Assoc
New Effington SD 57255

warrenlh@srttel.com
Warren Hight
Souris River Tele Coop
PO Box 2027
Minot ND 58702-2027

suelh@srttel.com
Sue Hamilton
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

stevedl@srttel.com
Steve Lysne
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

christm@srttel.com
Chris Morsefield
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

janehp@srttel.com
Jane Petersen
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

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

kimrw@srttel.com
Kim Weydahl
SRT Communications Inc
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
Stateline Telecomm Inc
PO Box 39
Bison SD 57620-0039

clarson@telgroup.com
Caroline Larson
Telegroup Inc
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

lahall@usgs.gov
Lenora Hall
U S Geological Survey

kjvannin@usgs.gov
K Vannin
U S Geological Survey

afranklin@us-south.net
Anne Franklin
U S South Communications Inc
250 Williams St Ste 2360
Atlanta GA 30303

ralyana@uswest.com
Richard Alyanak
U S WEST

kblicke@uswest.com
Kent Blickensderfer
U S WEST Communications Inc
PO Box 5508
Bismarck ND 58502-5508

smacint@uswest.com
Scott Macintosh
U S WEST Communications Inc
PO Box 5508
Bismarck ND 58502-5508

jmunn@uswest.com
John Munn
U S WEST Communications Inc
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
Suzy Schwandt
U S WEST Communications Inc.
P O Box 5508
Bismarck ND 58502-5508

johng@unidial.com
John Greive
UniDial Communications Inc
1901 Eastpoint Pkwy
Louisville KY 40223

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

tsusak@vocal.com
Tony Susak
VoCall Communications Corp
284 Sheffield St
Mountainside NJ 07092

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

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

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
AmeriTel Pay Phones Inc
8201 Tristar Dr
Irving TX 75063-2816

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

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

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

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

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

John Session
Cable & Wireless Comm Inc
8219 Leesburg Pike
Vienna VA 22182

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

Choctaw Communications Inc
1600 Viceroy
Dallas TX 75235

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

Comcast Telecommunications
1500 Market St
Philadelphia PA 19102

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

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

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

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

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

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

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

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

Easton Telecom Services Inc
4646 W Streetsboro
Richfield OH 44286

Excel Communications Inc
8750 N Central Expswy Ste 2000
Dallas TX 75231

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

Framco Inc
P O Box 2711
Fargo ND 58108

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

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

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

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

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

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

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

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

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

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

Katherine E Ford
U S WEST
1801 California St Ste 5100
Denver CO 80202

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

LCI International Telecom Corp
4650 Lakehurst Ct
Dublin OH 43017

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

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

McLeodUSA
P O Box 3177
Cedar Rapids IA 52406-3177

Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

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

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

MVX Communications LLC
100 Rowland Way Ste 145
Novato CA 94945

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

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

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

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

MCImetro Access Transmission Services
1801 Pennsylvania Ave NW
Washington DC 20006

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

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

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

Mike Strand
MITS
PO Box 5237
Helena MT 59604-5237

Dave Crothers
NDATC
Box 1144
Mandan ND 58554-1144

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

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

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

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

Pamcomm
P O Box 5200
Sioux Falls SD 57117-5200

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

Quintelco Inc
1 Blue Hill Plaza
Pearl River NY 10965

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

Gene Sloan
Reservation Telephone Cooperative
Parshall ND 58770

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

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

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

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

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

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

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

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

RCN Long Distance Company
105 Carnegie Ctr
Princeton NJ 08540

Sandra Adams
NewPath Holdings Inc
4364 114th St
Des Moines IA 50322
Lisa Dabkowski
SNET America Inc
6 Devine St 1st Fl
North Haven CT 06743

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

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

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

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

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

T-Netix Inc
67 Inverness Drive E
Englewood CO 80112

Charles Steese
U S WEST
1801 California St Ste 5100
Denver CO 80202

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

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

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

USBG Inc
5601 W 120th St
Alsip IL 60658

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

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

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

Liz Petroni
Teltrust Comm Services Inc
401 N 5600 W
Salt Lake City UT 84116-3753

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

Richard Alyanak
U S WEST Communications Inc
1801 California St Rm 4700
Denver CO 80202

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

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

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

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

Mick Grosz
West River Communications Inc
PO Box 467
Hazen ND 58545-0467

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

Mick Grosz
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

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

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

PU-2204-00-590

Copies To:

State Library (8 copies)

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**

**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**

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

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:

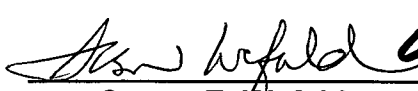


1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

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

COUNSELORS AND ATTORNEYS AT LAW

Lyle W. Kirmis
Thomas O. Smith, P.C.
Lance D. Schreiner, P.C.
James S. Hill, P.C.*[^]
Patrick J. Ward**
Rebecca S. Thiem, P.C.*
Daniel S. Kuntz, P.C.
Brenda L. Blazer, P.C.
Jerry W. Evenson, P.C.*[^]
Christine A. Hogan
Lawrence A. Dopson

316 North Fifth Street
Provident Building
P.O. Box 1695
Bismarck, ND 58502-1695
(701) 223-2711
fax (701) 223-7387
zkslaw@zkslaw.com
www.zkslaw.com

Lawrence E. King*
Tracy Vigness Kolb
Shawnda R. Reid

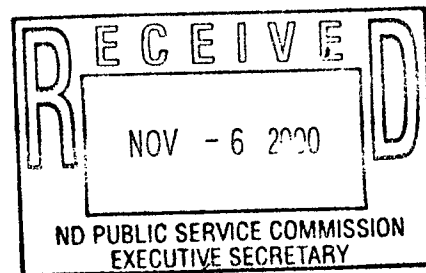
Of Counsel
John A. Zuger

Also licensed in
Minnesota *
Montana/Illinois **

[^]Certified Civil Trial Specialist
National Board of Trial Advocacy

November 3, 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 New Edge Network, Inc. dba New Edge Networks

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of Amendment No. 1 to the Interconnection Agreement between New Edge Network, Inc. dba New Edge Networks and U S WEST Communications, Inc. which was approved by the Commission on January 26, 2000 in Docket No. PU-2204-99-634. Also enclosed is an extra copy of the this letter, please date stamp it and return it to me in the enclosed postage-paid envelope.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel S. Kuntz".

Daniel S. Kuntz

Enclosures

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

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

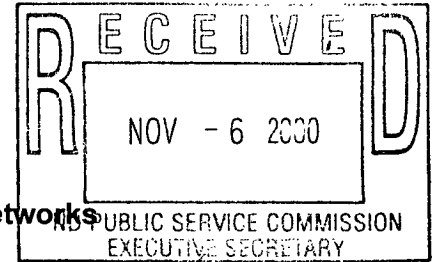
1

PU-2204-00-590

Pages: 22

Interconntection Agreement amendment
application
by New Edge Network, Inc. / U S WEST Communicatic
11/06/2000 CC: Comm Legal Illona Jerry .

**Amendment No. 1
to the Interconnection Agreement
between
New Edge Network, Inc. dba New Edge Networks
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 New Edge Network, Inc. dba New Edge Networks ("New Edge") and U S WEST Communications, Inc. ("U S WEST"). New Edge and U S WEST shall be known jointly as the "Parties".

RECITALS

WHEREAS, New Edge and U S WEST entered into an Interconnection Agreement, in the state of North Dakota, that was approved by the North Dakota Public Service Commission ("Commission") on January 26, 2000 (the "Underlying Agreement"); and

WHEREAS, the Parties desire to amend the Agreement further 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. General.

This Amendment is made in order to replace the Interim Line Sharing Agreement, entered into between New Edge and U S WEST on April 24, 2000, with the terms, conditions and rates set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon approval by the appropriate Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, New Edge must generate, if necessary, an updated Customer Questionnaire. In addition to the Customer Questionnaire, all system updates will need to be completed by U S WEST. New Edge will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement or 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.

New Edge Network, Inc. dba

New Edge Networks

R. V. McMillin

Authorized Signature

Robert V. McMillin

Name Printed/Typed

Director - Interconnection

Title

9/25/00

Date

U S WEST Communications, Inc.

[Signature]

Authorized Signature

KEITH GALITZ

Name Printed/Typed

GENERAL MANAGER - WEDM

Title

9/25/00

Date

ATTACHMENT 1

1. Line Sharing

1.1 Description

Line Sharing provides New Edge Networks ("New Edge") with the opportunity to offer advanced services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper loop referred to herein as the "Shared Loop" or "Line Sharing," by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the high frequency spectrum network element or "HUNE." The POTS service must be provided to the end user by U S WEST.

1.2 Terms and Conditions

1.2.1 General

- 1.2.1.1 To order the HUNE, New Edge must have a POTS splitter installed in U S WEST's Wire Center that serves the end user as provided for in either Section 1.3 or Section 1.4 and the end user must have dial tone originating from a U S WEST switch in that Wire Center. New Edge must provide the end user with, and is responsible for the installation of any equipment necessary for the end user to receive separate voice and data service across a single copper loop.
- 1.2.1.2 POTS splitters must meet the requirements for central office equipment collocation set by the FCC or be compliant with ANSI T1.413.
- 1.2.1.3 New Edge may use the HUNE to provide any xDSL services that are compatible with U S WEST's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by New Edge, to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.
- 1.2.1.4 Neither New Edge or U S WEST may utilize the high frequency portion of a given copper loop if a different telecommunications carrier already is using the frequency range above the voice band on that loop to provide data services, unless the end user of that loop or U S WEST or New Edge, with Proof of Authorization from the end user, disconnects the service of the original telecommunications carrier being provided on the frequency range above the voice band.

- 1.2.1.5 New Edge will be able to request conditioning of Shared Loops. U S WEST will perform requested conditioning, including removal of load coils and excess bridged taps, of loops. If New Edge requests conditioning, and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end-user, New Edge shall pay the rate set forth in New Edge's Underlying Agreement for the loops to be restored to their original state.
 - 1.2.1.6 U S WEST will provide New Edge with access to the HUNE through POTS splitters installed in U S WEST Wire Centers. POTS splitters may be installed in U S WEST Wire Centers in either of the following ways at the discretion of New Edge: (a) via the standard Collocation arrangements set forth in Section 7.3 of New Edge's Underlying Agreement; or (b) via Common Area Splitter Collocation as set forth in Section 1.4. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that U S WEST is not required to inventory more than two points of termination.
 - 1.2.1.7 New Edge will provide U S WEST with non-binding, good faith rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis.. U S WEST will keep New Edge forecasts confidential and will not share such forecasts with any person involved in U S WEST retail operations, product planning or marketing.
- 1.3 New Edge Collocation Area POTS Splitter
- 1.3.1 Section 1.3.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current U S WEST central office configurations. Neither New Edge or U S WEST intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by U S WEST and New Edge except as expressly noted.
 - 1.3.2 If New Edge elects to have POTS splitters installed in U S WEST Wire Centers via the standard Collocation arrangements set forth in Section 7.3 of New Edge's Underlying Agreement, New Edge will be responsible for purchasing the POTS splitters. New Edge also will be responsible for installing and maintaining POTS splitters in its Collocation areas within U S WEST Wire Centers.
 - 1.3.3 New Edge may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. U S WEST will perform any necessary DS0 termination

reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.

- 1.3.4 New Edge may choose to have U S WEST provide the cabling used for DS0 terminations for Line Sharing subject to a charge that will cover the cost of the cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling, incurred by U S WEST . In the alternative, New Edge may provide all such cabling to U S WEST. U S WEST will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.
 - 1.3.5 Two Interconnection Tie Pairs (ITPs) and two pre-wired DS0 terminations will be needed to connect POTS splitters to U S WEST's network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one DS0 termination will carry both voice and data traffic to the POTS splitter located in New Edge's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to New Edge's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF, via the intermediate distribution frame, using a second DS0 termination and a second ITP.
 - 1.3.6 The demarcation point between U S WEST's network and New Edge's network will be the place where the combined voice and data loop is cross connected to the intermediate distribution frame.
- 1.4 Common Area Splitter Collocation
- 1.4.1 Section 1.4.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current U S WEST central office configurations. Neither New Edge or U S WEST intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by U S WEST and New Edge except as expressly noted.
 - 1.4.2 If New Edge elects to have POTS splitters installed in U S WEST Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to New Edge's DS0 termination points as possible; (b) on an intermediate distribution frame to the extent such a frame is available; or (c) where options (a) and (b) are not available due to physical space limitations in the Wire Centers, or in Wire Centers with network access line counts

of less than 10,000, on the COSMIC/MDF or in some other appropriate location such as an existing U S WEST relay rack or bay. New Edge either may purchase POTS splitters or have U S WEST purchase POTS splitters on its behalf subject to full reimbursement as described in Section 2. U S WEST will be responsible for the installation and maintenance of the POTS splitters, but New Edge will lease the POTS splitters to U S WEST at no cost. U S WEST may co-mingle the POTS splitter shelves of different CLECs in a single relay rack or bay or in the case of the option (c) above U S WEST may co-mingle the POTS splitter shelves with U S WEST miscellaneous equipment. U S WEST will not be responsible for shortages of POTS splitters, or U S WEST's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of New Edge.

- 1.4.3 New Edge may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. U S WEST will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.
- 1.4.4 New Edge may choose to have U S WEST provide the cabling used for DS0 Terminations and/or TIE Cables subject to full reimbursement, or New Edge may provide all such cabling to U S WEST. U S WEST will be responsible for the installation and maintenance of the TIE Cables connecting the POTS splitters and the appropriate distribution frame. In addition, New Edge may request that U S WEST directly cable the data port of the POTS splitter to New Edge collocation area under these same terms. U S WEST will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.
- 1.4.5 Two Interconnection Tie Pairs (ITPs) and three pre-wired TIE Cables and one pre-wired DS0 termination will be needed to connect the POTS splitters to U S WEST's network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to New Edge's Collocation area via a DS0 termination, and the voice traffic will be routed to the COSMIC/MDF via a second ITP. In the alternative, New Edge may request that U S WEST directly cable the data port

of the POTS splitter to New Edge's Collocation area under these same terms.

- 1.4.6 The demarcation point between U S WEST's network and New Edge's network will be at the place where the data loop leaves the POTS splitter on its way to New Edge's Collocated equipment.

1.5 Line Sharing Deployment

- 1.5.1 If New Edge submitted applications to U S WEST for installation of POTS splitters between March 24, 2000 and April 10, 2000 pursuant to the Interim Line Sharing Agreement dated April 24, 2000, those applications will continue to be governed by the rates, terms and conditions of the Interim Line Sharing Agreement. All subsequent applications will be governed by this Amendment. The rates, terms and conditions of the Interim Line Sharing Agreement are incorporated into this Amendment, as Exhibit A attached hereto and incorporated herein, to govern applications submitted by the CLECs between March 24, 2000 and April 10, 2000.
- 1.5.2 New applications for installation of POTS splitters will be processed in the manner outlined in Section 7.4 of New Edge's Underlying Agreement for Cageless or Common Collocation.
- 1.5.3 New Edge may submit applications for additional DS0 termination installations and or reclassifications to support Line Sharing. U S WEST will process any such applications for augmentation and/or reclassification of DS0 terminations under intervals as outlined below in Section 1.5.3.1.1.

- 1.5.3.1 Augmentation intervals will be 30 days, subject to the following terms and conditions identified below:

- 1.5.3.1.1 New Edge will provide a quarterly forecast to U S WEST in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be 60 days. The interval for each subsequent month will be 30 days.

- 1.5.3.1.2 The forecast must included, at a minimum, the following:

- (a) Month each application will be sent;

(b) The Wire Center by common name for each application;

(c) Type of terminations required for each level of connection; and

(d) Whether the termination types are the same as existing or, if different, what numbering requested on the block.

1.5.3.2 The interval for reclassification will be 15 days, subject to the following terms and conditions identified below:

1.5.3.2.1 If requested reclassification engineering results in additional requirements for DS0 Terminations and/or TIE Cable support, the interval will default to the interval for augmentation, which is 30 days.

1.5.3.3 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the interval found in Section 7.7 of New Edge's Underlying Agreement.

1.5.4 In the event New Edge, or U S WEST acting as purchasing agent for New Edge, is unable to procure any equipment needed to complete all work required by applications submitted to U S WEST by New Edge, including, but not limited to, POTS splitters or cabling, U S WEST will install the subject equipment when available.

1.5.5 If U S WEST, acting as purchasing agent for New Edge, is unable to procure in a timely manner any equipment needed to complete all work required by applications submitted to U S WEST by New Edge, including, but not limited to POTS splitters and cabling, New Edge may provide U S WEST with the subject equipment. New Edge will be notified by U S WEST of the required material on-site date for the affected U S WEST Wire Center(s) and New Edge will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If New Edge does not notify U S WEST in writing of its intent to provide the subject equipment within this two (2) business day period, or if New Edge provides such notice to U S WEST but then fails to provide U S WEST with the subject equipment in a timely manner, U S WEST will install the subject equipment when available.

2. Rate Elements

- 2.1 U S WEST and New Edge specifically incorporate paragraphs 23-26 of the Interim Line Sharing Agreement dated April 24, 2000 into this Amendment, as set forth in Exhibit A. U S WEST and New Edge are continuing to negotiate final pricing terms and will enter into a pricing Amendment to incorporate the results of any business agreement or applicable state commission order regarding the pricing terms for line sharing. The pricing terms in paragraphs 23 through 26 of the Interim Line Sharing Agreement will remain effective until such time as an Amendment is entered into between the Parties, as described in the preceding sentence.

3. Ordering Process

3.1 Shared Loop

- 3.1.1 As a part of the pre-order process, New Edge can access loop characteristic information through the Loop Information Tool. New Edge will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. U S WEST and New Edge will work together to modify the Loop Information Tool to better support Line Sharing.
- 3.1.2 The appropriate DS0 termination frame terminations dedicated to POTS splitters will be provided on the Line Sharing APOT form one day prior to the ready for service date or at an interval ordered by the Commission or further agreed to by U S WEST and New Edge in writing. U S WEST will administer all cross connects/jumpers.
- 3.1.3 Basic Installation "lift and lay" procedures will be used for all Shared Loop orders. Under this approach, a U S WEST technician "lifts" the loop from its current termination in a U S WEST Wire Center and "lays" it on a new termination connecting to New Edge's Collocated equipment in the same Wire Center.
- 3.1.4 U S WEST will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time. U S WEST and New Edge acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant legal or regulatory requirements.
- 3.1.5 New Edge shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given U S WEST Wire Center, including, but not limited to, POTS

splitter installation and DS0 termination reclassification, has been completed.

3.2 Common Area Splitter Collocation

3.2.1 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. The Collocation intervals contained in this Amendment will apply.

3.2.2 New POTS splitter shelves may be ordered with an existing Collocation arrangement. New Edge must submit a new Collocation application form and the quote preparation fee to U S WEST. Standard Cageless and/or Common Collocation intervals will apply.

3.3 DS0 Termination Reclassification

3.3.1 To the extent New Edge has existing DS0 terminations extending from an intermediate distribution frame to its Collocation space, New Edge may request that these existing DS0 terminations be reclassified for use with Line Sharing. New Edge shall request such reclassification through the same process used to order new DS0 terminations.

4. Repair and Maintenance

4.1 U S WEST will allow New Edge to access Shared Loops at the point where the combined voice and data circuit is cross connected to the POTS splitters.

4.2 U S WEST will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in U S WEST Wire Centers. U S WEST also will be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between U S WEST and its end users. New Edge will be responsible for repairing data services provided on Shared Loops. U S WEST and New Edge each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

4.3 U S WEST and New Edge will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed-to procedures in a methods and procedures document that will be made available on U S WEST's web site. In the interim, U S WEST and New Edge agree that the following general principles will guide the repair and maintenance process for Line Sharing.

- 4.3.1 If an end user reports a voice service problem that may be related to the use of a Shared Loop for data services, U S WEST and New Edge will work together and with the end user to solve the problem to the satisfaction of the end user. U S WEST will not disconnect the data service provided to an end user over a Shared Loop without the written permission of New Edge unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes U S WEST to disconnect the data service. U S WEST will notify New Edge whenever this occurs upon voice trouble ticket closure.
- 4.3.2 U S WEST and New Edge each are responsible for their respective end user base and services.
- 4.3.3 U S WEST will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by New Edge. When trouble tickets are initiated by New Edge, and such trouble is not located in U S WEST's network, U S WEST will assess New Edge the charge specified in Section 2.
- 4.3.4 When trouble reported by New Edge is not isolated or identified by tests for electrical faults (i.e., opens, shorts, and/or foreign voltage), New Edge may request that U S WEST perform additional testing and U S WEST may decide to not perform requested testing where it believes in good faith that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, U S WEST will provide New Edge with the relevant test results on a case-by-case basis. If this additional testing uncovers trouble in the portion of the network for which U S WEST is responsible, New Edge will not be charged by U S WEST for the testing. If this additional testing uncovers a problem in the portion of the network for which New Edge is responsible, U S WEST will assess New Edge the charge specified in Section 2.
- 4.4 When POTS splitters are installed in U S WEST Wire Centers via Common Area Splitter Collocation, New Edge will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. New Edge will leave one unused, spare splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
- 4.5 When POTS splitters are installed in U S WEST Wire Centers via standard Collocation arrangements, New Edge may install test access equipment in its Collocation areas in those Wire Centers for the purpose

of testing Shared Loops. This equipment meet the requirements for central office equipment set by the FCC.

- 4.6 U S WEST and New Edge will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

5. Other

- 5.1 U S WEST and New Edge agree to the foregoing rates, terms and conditions for Line Sharing without waiving current or future relevant legal rights and without prejudicing any position U S WEST or New Edge may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This section specifically contemplates, but is not limited to, the following: (i) the positions U S WEST and New Edge take in any cost docket related to Line Sharing; and (ii) the positions U S WEST or New Edge might take before the FCC or any state public utility commission related to the rates, terms and conditions under which U S WEST must provide New Edge with access to Shared Loops.
- 5.2 U S WEST and New Edge agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of processes for handling all CLEC orders for the HUNE which reflect different end user action scenarios including but not limited to; end user changes or disconnects voice service; end user changes or disconnects data service provider; and/or end user orders new voice and data service simultaneously; (ii) U S WEST's ability to handle the existing and forecasted volume of all CLEC orders for the HUNE; (iii) U S WEST's ability to make Loop assignments for the existing and forecasted volume of New Edge orders for the HUNE; (iv) the ability of U S WEST and New Edge to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) New Edge's forecasts of HUNE orders; (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and (viii) the ability of New Edge to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

EXHIBIT A INTERIM LINE SHARING AGREEMENT

This Interim Line Sharing Agreement ("Agreement") between U S WEST Communications, Inc. ("ILEC") and @Link Networks, Inc., Arrival Communications, Inc., BridgeBand Communications, Inc., CDS Networks, Inc., Contact Communications, DIECA Communications, Inc. d/b/a Covad Communications Company, Jato Communications Corp. on behalf of its operating subsidiaries Jato Operating Corp. and Jato Operating Two Corp., Montana Wireless, Inc., MULTIBAND Communications, Inc., New Edge Network, Inc. d/b/a New Edge Networks, NorthPoint Communications, Inc., RHYTHMS LINKS, INC., and Western Telephone Integrated Communications, Inc. ("CLEC" or "CLECs") is entered into this 24th day of April, 2000, to govern deployment of line sharing in the states of Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The Agreement is effective as of the date referenced in the preceding sentence and will terminate on a state-by-state, CLEC-by-CLEC basis when line sharing amendments to the interconnection agreements between ILEC and CLECs are approved by the relevant state public utility commissions as required by paragraph 36 below. ILEC and CLECs are referred to in this Agreement individually as a "Party" or collectively as the "Parties."

GENERAL

1. ILEC will provide CLEC with access to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions. This frequency range will be referred to in this document as the "high frequency spectrum network element" or "HUNE". CLEC may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite and any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules. Under this Agreement, "line sharing" is defined as the situation that exists when the CLEC has access to the HUNE and provides xDSL services on a loop that also carries ILEC POTS.
2. To order the HUNE, a CLEC must have a POTS splitter installed in the central office that serves the end-user of the loop. In addition, the CLEC must provide the end-user with, and is responsible for the installation of, a splitter, filter(s) and/or other equipment necessary for the end-user to receive separate voice and data services across the loop.
3. On or before June 6, 2000, ILEC will begin accepting orders for the HUNE on lines served out of every central office where CLEC has a POTS splitter installed.
4. Prior to July 31, 2000, the CLECs will not request conditioning of shared lines to remove load coils, bridged taps or electronics. If ILEC begins conditioning lines for its xDSL services, CLECs will have the same option. By July 31, 2000, unless another date is agreed to by ILEC and CLEC in writing, the CLEC will be able to request conditioning of a shared line. ILEC will perform requested conditioning, including de-loading and removal of excess bridged taps, unless ILEC demonstrates in advance that conditioning that shared line will significantly degrade the end-user's analog voice service.

5. The CLECs initially will use ILEC's existing pre-qualification functionality and order processes to pre-qualify lines and order the HUNE. The CLECs will determine, in their sole discretion and at their risk, whether to order the HUNE across any specific loop. ILEC and the CLECs will continue to work together to modify these functionalities and processes to better support line sharing.
6. ILEC will initially provision the HUNE within the current standard unbundled loop provisioning interval at least 90% of the time. The Parties acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant state or federal regulatory orders.

POTS SPLITTER COLLOCATION AND OPERATION OF LINE SHARING EQUIPMENT

7. ILEC will provide CLEC with access to the shared line in one of the following ways, at the discretion of CLEC:
 - (a) CLEC may place POTS splitters in ILEC central offices via Common Area Splitter Collocation. In this scenario, CLEC will have the option to either purchase the POTS splitter of its choosing or to have ILEC purchase the POTS splitter on the CLEC's behalf subject to full reimbursement. The CLEC will lease the POTS splitter to ILEC at no cost. Subject to agreed to or ordered pricing, ILEC will install and maintain the POTS splitter in the central office. ILEC will install the POTS splitter in one of three locations in the central office: (i) in a relay rack as close to the CLEC DSO termination points as possible; (ii) where an intermediate frame is used, on that frame; or (iii) where options (i) or (ii) are not available, or in central offices with network access line counts of less than 10,000, on the main distribution frame or in some other appropriate location, which may include an existing ILEC relay rack or bay.
 - (b) CLEC may, at its option, place the POTS splitters in its own collocation area. ILEC will reclassify TIE cables, re-stencil framing, and perform any related work required to provision line sharing.
 - (c) Under either option (a) or (b), the POTS splitter will be appropriately hard wired or pre-wired so that ILEC is required to inventory no more than two points of termination.
8. In the event CLEC, or ILEC acting as purchasing agent for CLEC, is unable to procure line sharing equipment (i.e., POTS splitters, cabling, etc.) for Common Area Splitter Collocation in a timely manner, ILEC will proceed with the line sharing deployment schedules set forth in paragraphs 12 and 13 below and install the delayed equipment once the deployment for the subject state is completed. If the delayed equipment still is not available once the deployment for the subject state is completed, ILEC and CLEC will work together to establish an alternate deployment schedule for the affected central offices.
 - (a) If the ILEC, acting as purchasing agent for the CLEC, is unable to procure line sharing equipment for Common Area Splitter Collocation in a timely manner, then the CLEC may provide ILEC with the missing equipment.

However, the deployment schedules set forth in this Agreement may be impacted. If impacted, the deployment will follow the terms and conditions described above.

(b) If ILEC is acting as purchasing agent for more than one CLEC in a central office and is unable to procure line sharing equipment for one or more of the CLECs in a timely manner, then none of the CLECs using the ILEC as purchasing agent will be able to order the HUNE in that central office until the equipment is installed for all such CLECs. This requirement does not apply to a CLEC that, upon being contacted by the ILEC of the equipment shortage, provides its own equipment to ILEC for installation. The CLEC will be notified by the ILEC of the required material on-site date for that central office and will have 2 business days to determine if the CLEC will be able to provide its own equipment.

9. CLEC and ILEC may use any POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.

10. If a CLEC requests that a central office where it is not currently collocated be provisioned for line sharing, the CLEC will indicate its request on the collocation application for that central office.

11. CLEC will provide ILEC with applications for placement of POTS splitters in central offices based on the order set forth on the confidential Central Office Deployment List agreed to jointly by the CLECs and the ILEC and on the schedule set forth below. If the application date is missed by any CLEC, ILEC will accept the CLEC's late applications and install the POTS splitter within 30 days of the end of the schedule for the state where the central office is located or the normal interval for collocation under the CLEC's interconnection agreement, whichever is later. ILEC and CLEC will work together to resolve any problems with order-related data included on the applications within 5 business days of the CLEC receiving notification of the problems from ILEC. If the Parties are unable to resolve the problems after 5 business days, the application will be treated as a late application as defined above. Any changes received from the CLEC after 5 business days of the initial application date will also result in the application be treated as a late application.

First 145 Central Offices	March 24, 2000
Next 85 Central Offices	March 29, 2000
Next 65 Central Offices	April 3, 2000
Remaining Central Offices	April 10, 2000

12. Assuming CLEC reuses existing TIE cable capacity, ILEC will complete the TIE cable reclassification necessary to permit a CLEC to complete placement of POTS splitters in its own collocation areas in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50

May 29, 2000	130-150
June 6, 2000	All remaining central offices identified on the Central Office Deployment List

Additional TIE cables will be installed in accordance with the standard intervals and processes set forth in the interconnection agreements between ILEC and CLECs at the completion of this deployment schedule or under an installation schedule mutually agreed upon by CLEC and ILEC. In situations where a CLEC places POTS splitters in its collocation areas, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

13. ILEC will complete Common Area Splitter Collocation in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	165-180
June 26, 2000	230-260
July 31, 2000	All remaining central offices identified on the Central Office Deployment List

If a CLEC chooses to have POTS splitters placed in central offices via Common Area Splitter Collocation, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

14. To deploy POTS splitters in a central office identified on the Central Office Deployment List, the CLEC must either: (a) have an existing collocation presence in the central office; or (b) have pending applications for collocation in the central office as of March 10, 2000.
15. If ILEC receives an application for new collocation in a central office that does not appear on the Central Office Deployment List, or where the applying CLEC does not meet the requirements of the preceding paragraph, ILEC will treat the application as a standard collocation application under the terms and conditions of the applicable interconnection agreement. CLEC will be able to order the HUNE in such offices beginning on the date the collocation installation is completed or July 31, 2000, whichever is later.
16. ILEC and the CLECs agree to work together to address and, where necessary and possible, find solutions for the following "Line Sharing Implementation Issues": (a) the implementation of an effective phased process to handle CLEC orders for the HUNE; (b) ILEC's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (c) ILEC's ability to make central office loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (d) the ability of ILEC and CLEC to coordinate repairs; (e) the experience

and education of the shared line end-user; (f) the CLEC's forecasts of shared line orders; and (g) the process for conditioning loops for line sharing.

17. Beginning on April 1, 2000, the CLECs will provide ILEC with non-binding, good-faith rolling quarterly forecasts for shared line volumes on a state-by-state, central office-by-central office basis. Additionally, CLEC will provide a 1.5 year non-binding, good-faith forecast by quarter to ILEC by June 1, 2000. ILEC will keep CLEC forecasts confidential and will not share such forecasts with any person involved in ILEC retail operations, product planning or marketing.

REPAIR AND MAINTENANCE

18. ILEC will allow the CLECs to access the combined voice and data line at the point where it is cross-connected to the POTS splitter. Under the scenario described in paragraph 7(a) above, the point of demarcation will be at the place where the data loop leaves the POTS splitter on its way to the CLEC's collocated equipment. Under the scenario described in paragraph 7(b) above, the point of demarcation will be where the shared line is cross-connected to the POTS splitter.
19. ILEC will be responsible for repairing voice services provided over the shared line and the physical line between the network interface device at the end-user premise and the point of demarcation in the central office. ILEC also will be responsible for inside wiring in accordance with the terms and conditions of inside wire maintenance agreements, if any, between ILEC and the end-users. CLECs will be responsible for repairing data services provided over the HUNE portion of the shared line. Each Party will be responsible for maintaining its own equipment. The Party that controls the POTS splitter will be responsible for maintaining it.
20. ILEC and CLEC are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on ILEC's web site. In the interim, ILEC and CLEC agree that the following general principles will guide the repair and maintenance process:
 - (a) If an end-user complains of a voice problem that may be related to the use of the shared line for data services, CLEC and ILEC will work together and with the end-user to solve the problem to the satisfaction of the end-user. ILEC will not disconnect the data service without the written permission of the CLEC unless the end-user's voice service is so degraded that the end-user cannot originate or receive voice grade calls.
 - (b) Each Party is responsible for its own end-user base and will have the responsibility for resolution of any service trouble report(s) from its end-users. ILEC will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on the shared line in response to trouble tickets initiated by the CLEC.

- (c) When trouble has been reported by CLEC, and such trouble is not an electrical fault in ILEC's network, ILEC will charge CLEC any applicable charges approved by the relevant state public utility commission.
- (d) When trouble reported by CLEC is not isolated or identified by tests for electrical faults, ILEC may perform additional testing as requested by CLEC on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which the ILEC is responsible under this Agreement, the CLEC will not be charged for the testing. If the additional testing uncovers a problem in the portion of the network for which the CLEC is responsible under this Agreement, the CLEC will be charged any applicable charges set forth in interconnection agreements between ILEC and CLECs or by the relevant state public utility commissions. Where no such charges exist, CLEC will pay for such testing on a time and materials basis.
21. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
22. When the POTS splitter is located in the CLEC collocation area, CLEC may install test access equipment in its collocation area for the purpose of testing the shared line. This equipment must comply with the safety requirements set forth in any applicable FCC rules. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will have the ability to perform intrusive testing at the test access point on a line-by-line basis.

PRICING

23. ILEC and the CLECs agree to the following negotiated, interim prices for shared lines, splitter collocation and other elements noted in the following table:

Category	Element	Interim Price
Shared Line Non-Recurring	Installation option is basic installation – lift and lay	IA* price for basic installation – lift and lay
Shared Line Recurring	HUNE	Paragraph 25
	2 ITP/EICT – Interconnection Tie Pairs or Expanded Interconnection Channel Terminations	IA price
Common Area Splitter Collocation Non-Recurring	Installation	\$5,000.00 per shelf
Common Area Splitter Collocation Recurring	Equipment bay – per shelf	\$4.85 per shelf
Cost of POTS splitters if provided by ILEC	POTS splitter	Market cost – in addition to the \$5,000.00 flat rate
Non-recurring for TIE	TIE cables	Time and material for

cable reclassification		engineering and labor
Repair and Maintenance	Trouble Isolation and Additional Testing	Paragraph 20 (c) and (d)
Line Conditioning	Load Coil and Excess Bridged Tap Removal	IA price

* The relevant interconnection agreement between ILEC and CLEC.

24. ILEC and CLECs will continue work to arrive at appropriate cost recovery for operational support systems upgrades related to the shared line.

25. CLECs may choose from either of the following options for an interim recurring shared line rate:

(a) A rate of \$5.40 per month per shared line; or

(b) A rate of \$0 per month per shared line until January 1, 2001. On January 1, 2001, the interim recurring shared line rate will change to \$8.25 unless ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of that date. In the event ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of January 1, 2001, ILEC will continue to charge all CLECs that selected this interim recurring shared line rate option a rate of \$0 per month per shared line until such time as it begins to charge all CLECs \$8.25 per month per shared line.

CLECs must select one of the foregoing options for an interim recurring shared line rate by May 1, 2000, and must notify ILEC of their selection through their account teams. Once a selection is made, a CLEC cannot change its selection.

26. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.

27. During the 60 day period immediately following the effective date of this Agreement, the Parties agree to negotiate in good faith in an effort to arrive at mutually agreed to permanent pricing for all of the elements listed in paragraph 23 above and operational support system upgrades related to line sharing. If at the conclusion of this 60 day period, the Parties have been unable to mutually agree to permanent pricing for some or all of such elements and/or operational support system upgrades related to line sharing, the Parties agree to ask the state public utility commissions for each of the states listed in the introductory paragraph of this Agreement to initiate a line sharing cost proceeding to establish permanent pricing for all elements, potentially including operational support system upgrades related to line sharing, still in dispute at that time.

OTHER

28. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.
29. ILEC and CLEC enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position ILEC or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions ILEC or CLEC may take in any cost docket related to the terms and conditions of line sharing; and (b) the positions that ILEC or CLEC might take before the FCC or any state public utility commission related to the terms and conditions under which ILEC must provide CLEC with access to the HUNE.
30. The provisions in this Agreement are based, in large part, on the existing state of applicable law, rules, and regulations ("Existing Rules"). Among the Existing Rules are certain FCC orders, including the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 released on December 9, 1999, which currently are being challenged. To the extent the Existing Rules are changed, vacated, dismissed, stayed or modified, the Parties shall amend this Agreement to reflect such change, vacation, dismissal, stay, or modification. Where the Parties fail to agree upon such an amendment, all disputed issues will be resolved in accordance with the dispute resolution provisions of the interconnection agreements between ILEC and CLECs incorporated by reference into this Agreement.
31. In addition to those provisions specifically referenced elsewhere in this Agreement, the provisions in the interconnection agreements between ILEC and CLECs related to the following are incorporated by reference into this Agreement: (a) limitation of liability; (b) indemnification; (c) force majeure; (d) warranties; and (e) dispute resolution. These provisions are incorporated on a state-by-state, CLEC-by-CLEC basis.
32. This Agreement is the joint work product of the Parties, has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and conditions. In the event of any ambiguities, no inferences shall be drawn against any Party.
33. This Agreement only may be amended in writing executed by all Parties to be bound by the amendment.
34. During the term of this Agreement, if ILEC either (a) enters into an agreement with any Party that modifies the rates, terms, and conditions of this Agreement as applied to that Party, or (b) enters into any other agreement for line sharing with any party containing rates, terms, and conditions different from those in this Agreement, ILEC will make such modified or different rates, terms, and conditions available to any interested Party. To the extent the modified or different rates, terms, and conditions are provided by ILEC only in certain

locations or pursuant to some other limitation, then the modified or different rates, terms, and conditions only will be made available to interested Parties in those locations or subject to those same limitations. Unless otherwise agreed to by the Parties, this paragraph will not be incorporated into any interconnection agreement amendments entered into between ILEC and CLECs pursuant to paragraph 36 below.

35. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document. This Agreement may be executed where indicated below either by an original signature of a duly authorized representative of each Party or by a facsimile of such a signature.
36. ILEC and CLECs acknowledge the need to execute amendments to their interconnection agreements by June 6, 2000, to govern line sharing. The Parties further acknowledge that the rates, terms, and conditions of this Agreement will form the basis for the negotiation of the amendment. This Agreement will terminate upon execution of such amendments and will be replaced by the amendments. ILEC and CLEC further agree that any applicable window for petitioning a state public utility commission for arbitration of an interconnection agreement amendment for line sharing that would expire before June 6, 2000 is extended to June 16, 2000.
37. The Parties will work together to schedule a conference call with the state public utility commissions for each state listed in the introductory paragraph to this Agreement to explain this Agreement and answer any questions related to the Agreement. The Parties agree to work together to schedule and provide notice of the call in the most efficient and expeditious manner possible. The Parties further agree to respond to any questions or information requests from state public utility commissions in a joint manner and, in so doing, take all reasonable steps to preserve the confidentiality of the Central Office Deployment List.
38. The Parties will work together in good faith to address any problems that may arise in the execution of any part of this Agreement.

Any CLEC that is not a party to this Agreement may opt into this Agreement at any time prior to its expiration. CLECs must notify ILEC of which of the two options for interim shared line rates outlined in paragraph 25 above it selects at the time it opts into this Agreement or by May 1, 2000, whichever is later.