

# DIVIDER

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

PU-2442-00-619

New Edge Network, Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application

Filed 11/16/2000

Closed 1/25/2001

00

**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-2442-00-619**

Pages: 0

\$43.65 received

by New Edge Network, Inc./Qwest Corporation

03/22/2001

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

**11** **PU-2442-00-619**

Pages: 0

\$43.65 received

by Qwest Corporation

03/12/2001

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

**APPROVED**

DATE: 2-21-01  
KMF

MOTION

February 21, 2001

New Edge Network, Inc./Qwest Corporation  
Interconnection Agreement Amendments  
Application

Case No. PU-2442-00-619

I move the Commission bill New Edge Network, Inc. and Qwest Corporation for costs incurred to date in Case No. PU-2442-00-619, New Edge Network, Inc./Qwest Corporation, Interconnection Agreement Amendments, Application.

10

PU-2442-00-619

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

COMMISSIONERS

Bruce Hagen  
President  
Susan E. Wefald  
Leo M. Reinbold

February 21, 2001

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

Executive Secretary  
Jon H. Mielke

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

Dan Kuntz  
PO Box 1695  
Bismarck ND 58502-1695


RE: Case No. PU-2442-00-619  
New Edge Network, Inc./Qwest Corporation  
Interconnection Agreement Amendments  
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-2442-00-619.

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./Qwest Corporation  
Interconnection Agreement Amendments  
Application

Case No. PU-2442-00-619

### Expenses Incurred to Date:

Advertising Costs	\$87.30
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### Amount Due:

New Edge Network, Inc.	\$43.65
Qwest Corporation	\$43.65

### 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./Qwest Corporation  
Interconnection Agreement Amendments  
Application

Case No. PU-2442-00-619

**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 0230**

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

**Cert. No. 7000 0520 0022 8654 0247**

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

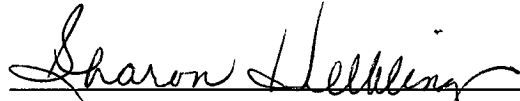

**Sharon Helbling** further deposes and says that on the **25th day of January, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

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

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

**PU-2442-00-619**

Copies To:

State Library (8 copies)

Historical Society

Associated Press

**APPROVED**

**MOTION**

DATE: 1-24-01  
KMF

**January 24, 2001**

**New Edge Network, Inc./Qwest Corporation  
Interconnection Agreement Amendments  
Application**

**Case No. PU-2442-00-619**

I move the Commission adopt the Order Approving Interconnection Agreement Amendment in the application of Qwest Corporation for approval of an amendment negotiated with New Edge Networks, Inc., Case No. PU-2442-00-619.

JRL/sdh

8

**PU-2442-00-619**

Pages: 1

Motion

by Public Service Commission

01/24/2001

CC: Comm Legal Ilona Jerry

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**New Edge Network, Inc./Qwest Corporation  
Interconnection Agreement Amendments  
Application**

**Case No. PU-2442-00-619**

**ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENT**

**January 24, 2001**

On November 16, 2000 Qwest Corporation Communications, Inc. (Qwest) filed applications for approval of a a third amendment negotiated to its interconnection agreement with New Edge Netowrks, Inc. d/b/a New Edge Networks. This amendment sets forth rates, terms and conditions for collocation augments, access to unbundled loop qualification databases, unbundled loop order provisioning, and customer care standards.

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

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

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

On 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 agreement until December 26, 2000. No comments have been received.

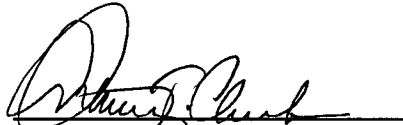
The Commission has reviewed the amended agreement and finds that it has not been shown to discriminate against a telecommunications carrier that was not a party to the agreement. The Commission further finds that implementation of the amended agreement has not been shown to be inconsistent with the public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

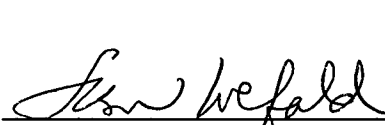
## Order

The Commission orders:

1. The third amendment negotiated to the interconnection agreement between Qwest Corporation and New Edge Networks, Inc., filed with the Commission on November 16, 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

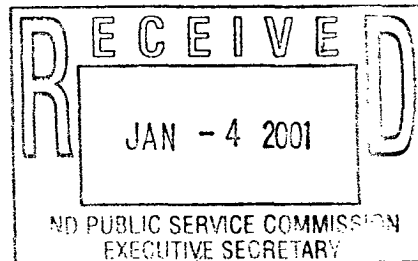
  
Anthony T. Clark  
Commissioner

  
Susan E. Wehald  
President

  
Leo M. Reinbold  
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:  
AT & T - Pilgrim, 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: Laurie Schaffer]

- |   |  |
|---|--|
| <p>6 <b>PU-2441-00-618</b> Pages: 11<br/>                 Affidavit of Publication</p> <p>6 <input checked="" type="checkbox"/> <b>PU-2442-00-619</b> Pages: 11<br/>                 Affidavit of Publication</p> <p>6 <b>PU-2443-00-620</b> Pages: 11<br/>                 Affidavit of Publication</p> <p>6 <b>PU-2445-00-624</b> Pages: 11<br/>                 Affidavit of Publication<br/>                 by North Dakota Advertising Service, Inc.<br/>                 01/04/2001 CC: Comm Legal Ilona Jerry</p> | <p>6 <b>PU-2448-00-627</b> Pages: 11<br/>                 Affidavit of Publication</p> <p>6 <b>PU-2447-00-628</b> Pages: 11<br/>                 Affidavit of Publication</p> <p>6 <b>PU-2446-00-629</b> Pages: 11<br/>                 Affidavit of Publication<br/>                 by North Dakota Advertising Service, Inc.</p> <p>7 <b>PU-2451-00-630</b> Pages: 11<br/>                 Affidavit of Publication<br/>                 by North Dakota Advertising Service, Inc.<br/>                 01/04/2001 CC: Comm Legal Ilona Jerry</p> |
|---|--|

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

<b>AT&amp;T Communications of the Midwest, Inc./Qwest Interconnection Agreement Amendment Application</b>	<b>Case No. PU-2441-00-618</b>
<b>New Edge Network, Inc./Qwest Corporation Interconnection Agreement Amendments Application</b>	<b>Case No. PU-2442-00-619</b>
<b>NewPath Holdings, Inc./Qwest Corporation Interconnection Agreement Amendment Application</b>	<b>Case No. PU-2443-00-620</b>
<b>New Acess Communications, LLC/Qwest Interconnection Agreement Application</b>	<b>Case No. PU-2445-00-624</b>
<b>DSLnet Communications, LLC/Qwest Corporation Interconnection Agreement Application</b>	<b>Case No. PU-2448-00-627</b>
<b>Maxcess, Inc./Qwest Corporation Interconnection Agreement Application</b>	<b>Case No. PU-2447-00-628</b>
<b>Choctaw Communications, Inc./Qwest Corporation Interconnection Agreement Application</b>	<b>Case No. PU-2446-00-629</b>
<b>Pilgrim Telephone, Inc./Qwest Corporation Interconnection Agreement Application</b>	<b>Case No. PU-2451-00-630</b>

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

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Sharon Helbling** deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **7th day of  
December, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **ten**

**5** **PU-2442-00-619**

Pages: 17

Affidavits of Service

by Public Service Commission

12/07/2000

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 6323**

Steven C Clay President  
New Access Communications Inc  
310 4<sup>th</sup> Ave Ste 900  
Minneapolis MN 55415  
**Cert. No. 7099 3400 0014 4513 6309**

Dan Webb  
Maxcess Inc  
100 W Lucerne Circle Ste 500  
Orlando FL 32801  
**Cert. No. 7099 3400 0014 4513 6286**

Stan Kugell  
Pilgrim Telephone Inc  
1 Kendall Square  
Cambridge MA 02139  
**Cert. No. 7099 3400 0014 4513 6262**

Rob McMillin  
New Edge Network Inc  
3000 Columbia House Blvd  
Vancouver WA 50322  
**Cert. No. 7000 0520 0022 8653 2853**

John Munn  
Qwest Corporation  
1801 California St Rm 5100  
Denver CO 80202  
**Cert. No. 7099 3400 0014 4513 6316**

John J Withington  
DSLnet  
545 Long Wharf Dr 5<sup>th</sup> Fl  
New Haven CT 06511  
**Cert. No. 7099 3400 0014 4513 6293**

Seth Block  
Choctaw Communications Inc  
8700 S Gessner Rd  
Houston TX 77074  
**Cert. No. 7099 3400 0014 4513 6279**

Christine Schwartz  
AT&T  
1875 Lawrence St Rm 10-74  
Denver CO 80202  
**Cert. No. 7000 0520 0022 8653 2846**

Mick Herke  
NewPath Holdings Inc  
4364 Northwest 114<sup>th</sup> St  
Des Moines IA 50322  
**Cert. No. 7000 0520 0022 8653 2860**

**Sharon Helbling** further deposes and says that on the **7th day of December, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **four** 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

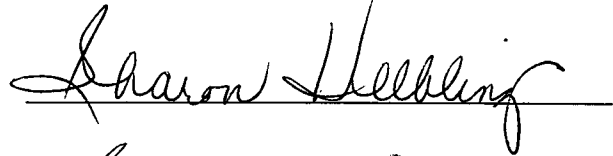
Dir-Interconnection Compliance  
Qwest Corporation  
1801 California St Rm 2410  
Denver CO 80202

Walter E Steimel Jr Esq  
Greenberg Traurig LLP  
800 Connecticut Ave NW Ste 500  
Washington D C 20006

Doris Franklin  
Maxcess Inc  
315 S Calhoun Ste 314  
Tallahassee FL 32301

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

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

  
\_\_\_\_\_

  
\_\_\_\_\_  
Notary Public

SEAL





she is over the age of 18 years and not a party to this action and, on the **7th day of December, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, each containing a photocopy of:

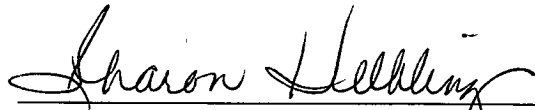
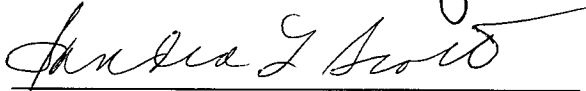
**Notice of Opportunity to File Written Comments**

The envelopes were addressed as follows:

**See Attached List**

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

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Notary Public

SEAL

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

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Barb Berkenpas

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William Brudvik

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Don Lee

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Lise Strom

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Harumi Yamamoto

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Ruth Holder

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Ellendale ND 58436-0069

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Glenn Richards  
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Diane Clark  
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Cedar Grove NJ 07009

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David Dunning  
Polar Telcom Inc  
PO Box 270  
Park River ND 58270-0270

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Gerry Anderson  
Mid-Rivers Telephone Coop Inc  
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Circle MT 59215-0280

hfuglest@ndarec.com  
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Mandan ND 58554-0727

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Patricia Gisinger  
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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

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

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

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

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

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Steve Lysne  
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Minot ND 58702-0789

janehp@srttel.com  
Jane Petersen  
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Kim Weydahl  
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Ardon Doran  
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Abercrombie ND 58001

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Jan Boschee  
Reservation Telephone Cooperative  
Parshall ND 58770

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

suelh@srttel.com  
Sue Hamilton  
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

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

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**PU-2442-00-619**

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Associated Press

**Helbling, Sharon D.**

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**From:** Helbling, Sharon D.  
**Sent:** Thursday, December 07, 2000 11:04 AM  
**To:** ndna (E-mail)  
**Subject:** Notice of Opportunity to File Written Comments

Please have the attached 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.

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

12/7/2000

4

**PU-2442-00-619**

Pages: 1

Notice e-mailed to NDNA requesting  
publication  
by Public Service Commission

12/07/2000

CC: Comm Legal Ilona Jerry .

**MOTION**

APPL. FILED  
DATE: 12-6-00  
KMF

**December 6, 2000**

<b>AT&amp;T Communications of the Midwest, Inc./Qwest Interconnection Agreement Amendment Application</b>	<b>Case No. PU-2441-00-618</b>
<b>New Edge Network, Inc./Qwest Corporation Interconnection Agreement Amendments Application</b>	<b>Case No. PU-2442-00-619</b>
<b>NewPath Holdings, Inc./Qwest Corporation Interconnection Agreement Amendment Application</b>	<b>Case No. PU-2443-00-620</b>
<b>New Acess Communications, LLC/Qwest Interconnection Agreement Application</b>	<b>Case No. PU-2445-00-624</b>
<b>DSLnet Communications, LLC/Qwest Corporation Interconnection Agreement Application</b>	<b>Case No. PU-2448-00-627</b>
<b>Maxcess, Inc./Qwest Corporation Interconnection Agreement Application</b>	<b>Case No. PU-2447-00-628</b>
<b>Choctaw Communications, Inc./Qwest Corporation Interconnection Agreement Application</b>	<b>Case No. PU-2446-00-629</b>
<b>Pilgrim Telephone, Inc./Qwest Corporation Interconnection Agreement Application</b>	<b>Case No. PU-2451-00-630</b>

I move the Commission issue a Notice of Opportunity to File Written Comments in the applications by Qwest Corporation for approval of interconnection agreements and amendments in the above captioned cases.

JRL/sdh

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**AT&T Communications of the Midwest, Inc./Qwest  
Interconnection Agreement Amendment  
Application** Case No. PU-2441-00-618

**New Edge Network, Inc./Qwest Corporation  
Interconnection Agreement Amendments  
Application** Case No. PU-2442-00-619

**NewPath Holdings, Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application** Case No. PU-2443-00-620

**New Acess Communications, LLC/Qwest  
Interconnection Agreement  
Application** Case No. PU-2445-00-624

**DSLnet Communications, LLC/Qwest Corporation  
Interconnection Agreement  
Application** Case No. PU-2448-00-627

**Maxcess, Inc./Qwest Corporation  
Interconnection Agreement  
Application** Case No. PU-2447-00-628

**Choctaw Communications, Inc./Qwest Corporation  
Interconnection Agreement  
Application** Case No. PU-2446-00-629

**Pilgrim Telephone, Inc./Qwest Corporation  
Interconnection Agreement  
Application** Case No. PU-2451-00-630

**NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS**

**December 6, 2000**

On November 16, 2000 Qwest Corporation Communications, Inc. (Qwest) filed applications for approval of a second amendment negotiated to its interconnection agreement with AT&T Communications of the Midwest, Inc. of Minneapolis, MN (Case No. PU-2441-00-618), a third amendment negotiated to its interconnection agreement with New Edge Netowrks of VanCouver, WA (Case No. PU-2442-00-619), and a first amendment negotiated to its interconnection agreement with NewPath Holdings, Inc. of Des Moines IA (Case No. PU-2443-00-620). These amendments set forth rates, terms

**2** **PU-2442-00-619**

Pages: 2

Notice of Opportunity to File Written  
Comments  
by Public Service Commission

12/06/2000

CC: Comm Legal Ilona Jerry .

or conditions for interconnection of facilities, including unbundled network elements, collocation augments, operational support systems, or local number portability.

On November 21, 2000, Qwest filed applications for approval of service resale agreements negotiated with New Access Communications, LLC of Minneapolis, MN (Case No. PU-2445-00-624) and Choctaw Communications Inc. d/b/a Smoke Signal Communications of Houston TX (Case No. PU-2446-00-629). These agreements set rates, terms and conditions under which Qwest agrees to provide services for resale.

Also on November 21, 2000, Qwest filed applications for approval of DSLnet Communications, LLC to "opt in" to a previously approved interconnection agreement with New Edge Networks, Inc. (Case No. PU-2448-00-627) and for approval of MAXCESS, Inc. of Orlando, FL to "opt in" to a previously approved interconnection agreement with Pathnet, Inc. (Case No. PU-2447-00-628), and for approval of an interconnection agreement negotiated with Pilgrim Telephone, Inc. of Cambridge MA (Case No. PU-2451-00-630), which Qwest states is the same as a previously approved interconnection agreement with New Edge Networks, Inc.

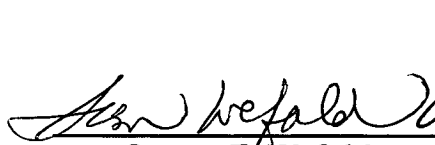

These agreements were filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) 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 January 8, 2001.** 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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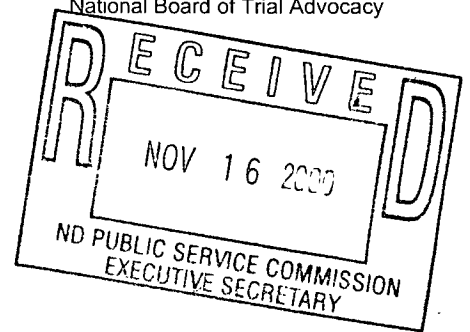
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November 16, 2000



Mr. Jon Mielke  
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ND Public Service Commission  
State Capitol -- 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480

**Re: Second and Third Amendments to Wireline Interconnection Agreement  
Between Qwest Corporation and New Edge Network, Inc.**

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of Amendments Nos. 2 and 3 to the Interconnection Agreement between New Edge Network, Inc. d/b/a New Edge Networks and Qwest Corporation f/k/a 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 the extra copy and return it to me in the enclosed postage-paid envelope.

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

Sincerely,

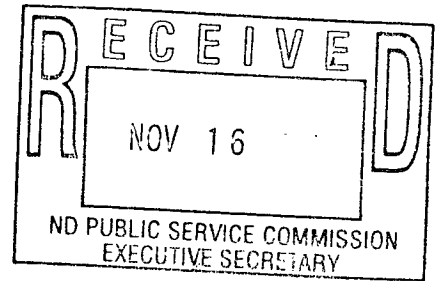
A handwritten signature in black ink, appearing to read "Daniel S. Kuntz", written over a large, stylized scribble.

Daniel S. Kuntz

Enclosures

c: Scott Macintosh w/enc.  
Sally Bowen wo/enc.  
Rob McMillin wo/enc.

**Amendment No. 3  
to the Interconnection Agreement  
Between  
New Edge Network, Inc.  
and  
Qwest Corporation**



This Amendment No. 3 ("Amendment") is made and entered into by and between New Edge Network, Inc., dba New Edge Networks ("CLEC") and Qwest Corporation (formerly doing business as U S WEST Communications, Inc.) ("Qwest").

**RECITALS**

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement, for service in the state of North Dakota, that was approved by the North Dakota Public Service Commission (the "Agreement"); and

WHEREAS, CLEC and Qwest 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.**

**A. Collocation Augments.**

The Parties hereby agree to reduce the intervals for collocation augments to thirty (30) days, upon and subject to each and all of the following terms and conditions:

1. For Collocation Augments<sup>1</sup>, CLEC must provide a forecast that includes the following information, if available: the termination types and whether the termination types are the same as the existing per service level, or if different, what numbering is requested on the block or panel (100 count increments, 24 count increments, etc.). Beginning September 29, 2000, if Qwest misses the 30-day collocation augment interval, Qwest will waive one month's recurring charge associated with the collocation augment. Qwest and CLEC will also work together to improve collocation augmentation performance. The Parties will meet at least once within thirty (30) days following the end of the year to implement the program described in this Paragraph 1. Specifically, the Parties will work cooperatively to develop an analysis of the root-cause of the collocation augmentation delays, specifically investigating issues that either of the Parties believes to be a potential cause of any collocation augmentation delays. Upon the later to occur of (a) the completion of that analysis, or (b) June 30, 2000, the Parties will work jointly and in good faith to

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<sup>1</sup> See Attachment A for a further description of Collocation Augments as that term is used herein.

develop a service program, with customer-specific remedies, using the results of the analysis to reduce or eliminate collocation augmentation delays.

2. Feasibility and Quote Process Interval for caged and cageless physical collocation augmentations will be reduced to an interval of twenty-one (21) calendar days.

3. Notwithstanding the requirements in this Section A, CLEC and Qwest will work together to schedule and stagger implementation on a state-by-state basis for orders for collocations and augments in excess of fifty (50) collocation applications and/or collocation augments for any one month.

4. Where CLEC has elected to place splitters for line sharing in its collocation space, Qwest will complete the reclassification of lines by June 30, 2000 for all lines for which CLEC has placed accurate orders no later than April 10, 2000.

#### **B. Access to Unbundled Loop Qualification Databases.**

The Parties hereby agree to provide CLEC with additional access to loop qualification data, as is, with any errors and omissions that exist in Qwest's records and subject to each and all of the following terms and conditions identified in Paragraphs 1-8 below.

1. Qwest will provide CLEC with DSL pre-qualification information on a pre-order basis through its IMA, GUI and EDI electronic interfaces. CLEC can perform a pre-order facility availability query to determine if a particular address or a particular telephone number has a loop that is ADSL-qualified based on information contained in Qwest's databases. After qualification, IMA will return a screen that will provide a "Yes" or "No" response, indicating, based upon information contained in Qwest's database, whether the loop is ADSL qualified or not. In addition the following associated loop information will be provided: the circuit ID; the loop length; the existence of load coils; the number and total length of bridged taps; the presence of Digital Loop Carrier (DLC) systems, DAML, pair gain, or Universal Digital Carrier (i.e. not copper), if on the loop; number of wires; and insertion loss.

2. By July 31, 2000, upon request, Qwest will provide a batch feed that is updated monthly with additional raw loop data to CLEC so it may perform loop qualification analyses and make an independent determination as to whether or not a loop is capable of supporting xDSL service. CLEC may request all such raw loop data by submitting a request for data for an entire wire center. The information includes: 1) gauge; 2) load coil type; 3) MLT distance; and (4) DLC type. Qwest will also provide additional bridged tap information, including the segments (e.g. F1, F2), the segment length, and the bridged tap offset length by segment.

3. Qwest will provide the same additional raw loop data described in the preceding paragraph to CLEC via the IMA, GUI and EDI electronic interfaces in the IMA Release, which is scheduled to be implemented in December 2000.

4. By May 31, 2000, Qwest also will implement an enhancement to IMA (GUI/EDI) that will allow CLEC to perform a Carrier Facility Assignment ("CFA") Validation on analog CFAs. This enhancement will allow CLEC to query for a list of valid CFAs and then query

for a list of valid channel assignment records associated with a selected CFA. CLEC will be able to view all available and unavailable CFAs plus channel numbers from the CFA list. The information that will be returned includes: the cable name, the cable number, the unit, the A location, and the Z location. CLEC may map this list to its original APOT form to determine the specific CFA it wishes to utilize. CLEC also may query directly to the channel assignment records if the query contains the specific CFA information in the first instance. The CFA's availability status may change between the time the pre-order query was submitted and the time the request is submitted for processing.

5. All information referenced above in Paragraphs 1-3 will be provided as is, with any errors and omissions that exist in Qwest's records. By the end of the second quarter of 2000, Qwest will develop a means to provide more complete distribution cable data where such data was previously missing. The data will be presented to CLEC via IMA from LFACS.

6. Effective July 26, 2000, Qwest will not charge CLEC the nonrecurring unbundled loop conditioning charge in those situations where Qwest operation support systems or other information provided to CLEC did not identify on a pre-order basis the need to perform line conditioning activities on a requested loop. Qwest will charge for additional field dispatches if it is determined that the dispatches were caused unnecessarily by CLEC.

7. No later than June 30, 2000, Qwest will provide batch feeds as described in Paragraph B.2 for sixty (60) central offices, in accordance with a prioritization schedule submitted by CLEC no later than June 1, 2000.

8. Commencing third quarter, 2001, Qwest will provide an application in the IMA interface that provides CLEC access to raw loop data, as described in Paragraph B.1. above, on unassigned lines based upon a given address.

### **C. Unbundled Loop Order Provisioning.**

The Parties hereby agree to the following processes and intervals for unbundled loop order provisioning, subject to obtaining an annual unbundled loop forecast, updated quarterly, the limitations contained in the Qwest Service Interval Guide and each and all of the following terms and conditions identified in Paragraphs 1 through 6 below.

1. Qwest will provide the status of delayed orders, including the reasons why the order is delayed where facilities exist within one (1) day of the status being assigned by Network or within three (3) days of the order going held in Minneapolis, Phoenix, Seattle, Denver, Salt Lake City, Albuquerque, Boise, and Tucson. The interval for resolving delayed orders will remain ICB, subject to the following conditions in this Paragraph C.1. If the loop is delayed as a result of the need to condition the line, Qwest will provide the RFS date within one (1) day of the status being assigned by Network and the RFS date will be identified as twenty-five (25) days in the FOC. If the loop is delayed as a result of the need to complete network rearrangements (line and station transfers), Qwest will provide the RFS date within one (1) day of the status being assigned by Network and the RFS date will be identified as thirty (30) days in the FOC. Each month, Qwest and CLEC will jointly review all CLEC delayed orders on an aggregate basis to determine what actions, if any, can be taken to clear CLEC's delayed orders.

2. Qwest will agree to a standard interval for non-loaded, ISDN Capable and xDSL Unbundled Loops of five (5) days in high density areas and eight (8) days in low density areas pursuant to the force majeure and other volume limitations contained in the SIG.<sup>2</sup> Subloops will be installed in the same interval, once CLEC has established a Field Connection Point with accurate CFA.

3. In order to reduce the number of loops held or delayed for line conditioning purposes, Qwest will commit resources and field technicians to implement and complete a program to address loop conditioning issues in Minnesota, Washington, Utah, Iowa, Idaho, Colorado and Oregon within 9 months<sup>3</sup>. Specifically, the program will focus on the removal of bridged taps and load coil encumbrances for loops that are 18 kilofeet or below in length. Qwest will implement this program in 42 Minnesota, 47 Washington, 37 Utah, 10 Iowa, 8 Idaho, 6 Colorado, and 7 Oregon central offices and will complete the project within 9 months after June 30, 2000. Effective June 26, 2000, in those central offices identified in the states listed in this paragraph, Qwest will not assess any loop conditioning charge. The order in which central offices will be targeted for this program will be determined based on a prioritization meeting with the CLECs in the respective states.<sup>4</sup> This program will be implemented at no cost to CLEC, and will significantly increase the inventory of "deloaded" unbundled loops and eliminate conditioning charges for those loops included in the program. The bulk line conditioning program included in this section will be initiated after June 30, 2000.

4. Beginning June 1, 2000, CLEC will be notified as soon as possible that requests for nonloaded copper loops cannot be met because pair gain is the only facility available. This process will be followed instead of allowing the request to be delayed and receive a Local Markets status. In addition, Qwest will provide CLEC with the multi-step Engineering Process that explains how orders are being processed on a going forward basis. This process is intended to reduce the number of orders being statused to Local Markets. In addition, Qwest will offer an IDSL product in the second quarter 2000 in order to meet CLEC requirements.

5. In those situations where the end user customer is served by digital loop carrier or by pair gain, Qwest will notify CLEC of that situation and provide it the option of submitting a service request for an ISDN capable loop compliant with TR-303 standards and Qwest Technical Publication 77399. Qwest will, where technically feasible, either install an appropriate ISDN card for those end user customers served by digital loop carrier, or provide another ISDN option for those served off of pair gain. Where it would not impact a current customer, Qwest will perform a line station transfer in order to provision a CLEC service request.

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<sup>2</sup> The eight (8) day interval will become effective upon approval of amendments to the Qwest/Rhythms interconnection agreement(s) in order to implement the Qwest/Rhythms Settlement agreement which contains this same term. Until such time, the provisioning interval shall remain six (6) days.

<sup>3</sup> In Iowa, Idaho, Colorado and Oregon, removal of bridged taps may take up to twelve (12) months.

<sup>4</sup> In establishing this prioritization schedule, Qwest will commit to completion of the project for at least half of the central offices within six (6) months.

6. As part of the FOC process for 2-wire non loaded unbundled loop service where CLEC indicates that they intend to use the 2-wire non loaded unbundled loop for the provision of SDSL service, ISDN-, DS 1- or DSL-capable (excluding ADSL-capable) unbundled loop services, when requested to do so by CLEC, Qwest will dispatch a technician to verify the existence of suitable facilities prior to providing CLEC an FOC date.<sup>5</sup>

**D. Customer Care Standards.**

Effective June 30, 2000, Qwest will implement a self-executing service performance program included in paragraphs 1 through 6 below that will be available to CLEC so long as CLEC purchases at least 5000 unbundled digital capable loops annually from Qwest across Qwest's 14-state region and based upon and subject to each and all of the following terms and conditions identified in paragraphs 1 through 6 below:

1. Qwest will provide monthly reports to CLEC on its performance during the previous month. Service performance credits will be self-executing, and all credits will be posted on the bill in the following month based on the schedule listed below. The program described in this Section will take effect June 30, 2000.

2. This standard set forth in this section will be assessed based on Qwest's overall performance in provisioning, on the original due date as specified in the Qwest Resale and Interconnection Service Interval Guide ("SIG"), all services in the interconnection agreement, on state-by-state average basis for unbundled loops in which CLEC has placed at least fifty (50) orders electronically for unbundled loops during the reported quarter. The following performance measurements and the accompanying credits identified in the matrices below are subject to the force majeure limitations in the Qwest Resale and Interconnection Service Interval Guide ("SIG") and the applicable interconnection agreement. In addition, the following performance measurements and credits will only apply if (a) the orders have been forecasted annually and updated quarterly in the manner requested by Qwest; (b) filling the orders does not require Qwest to build facilities; or (c) the other conditions identified in the SIG and/or the interconnection agreement have been met. In the case of unbundled loops, loop orders must be forecasted at the distribution area level at least sixty (60) days in advance.

Range (% installed within standard interval for the interconnection services)	Payment amount per quarter: Following June 30, 2000 until January 1, 2001	Range (% installed within standard interval for the interconnection services)	Payment amount per quarter: January 1, 2001 to December 31, 2001
82.5% to 100%	No payment applies	85% to 100%	No payment applies
70% to 82.4%	\$1,000	72% to 84.9%	\$1,200
60% to 69.9%	\$2,000	62% to 71.9%	\$2,400
<60%	\$3,000	<62%	\$3,600

<sup>5</sup> CLEC is willing to limit the above provision to the following market areas: Vancouver, WA; Tucson; Omaha; Cedar Rapids; Albuquerque; Colorado Springs; Minneapolis; Boise; Salt Lake City (Ogden); Eugene; Salem; Spokane, and Des Moines.

3. Subject to the requirements and limitations contained in paragraph 2, if Qwest's performance for provisioning unbundled loops drops below 60% for one quarter in any one state in which CLEC has placed at least 50 orders that quarter in that state and purchases at least 5000 unbundled digital capable loops annually from Qwest across Qwest's 14-state region, Qwest and CLEC will jointly review the root cause of such performance in that state and identify processes to improve performance in that state. If Qwest's performance remains below 60% for two consecutive quarters in any one state in which CLEC has placed at least 50 orders in each quarter in that state for two consecutive quarters and purchases at least 5000 unbundled digital capable loops annually from Qwest across Qwest's 14-state region, Qwest will credit CLEC \$25,000 for that state's performance.

4. CLEC may elect to replace the standards identified in paragraphs 1-3 above with carrier-to-carrier wholesale standards that are adopted or approved by the applicable PUC, or are negotiated between Qwest and CLEC. In no event shall Qwest be obligated to perform and provide credits under paragraphs 1-3 above in addition to standards implemented by the applicable PUC.

5. The Parties recognize that all providers share the responsibility for improving the functionality of the network with respect to circuit failures. Qwest and CLEC will work together to improve new installation performance. The Parties will meet at least once within thirty (30) days following June 26, 2000 to implement the program described in this Paragraph 5. Specifically, the Parties will work cooperatively to develop an analysis of the root-cause of new installation troubles, specifically investigating customer premises equipment (CPE) functionality, customer premises problems other than CPE, electronics, and other issues that either of the Parties believes to be a potential cause of new installation troubles, including circuit failures. Upon the later to occur of (a) the completion of that analysis, or (b) June 30, 2000, the Parties will work jointly and in good faith to develop a service program, with customer-specific remedies, using the results of the analysis to reduce or eliminate new installation troubles, including circuit failures.

6. Effective June 26, 2000, Qwest will begin providing CLEC access via the warm transfer process to the person who will handle its customer escalations. Qwest will work cooperatively with CLEC to develop other improved escalation procedures, including escalation procedures for customers designated by CLEC or customers in limited geographies. In addition, for a limited number of customers identified by CLEC, Qwest will also provide expanded and expedited escalation processes.

#### **E. Unbundled Dedicated Facilities**

The Parties agree to continue to work together cooperatively to develop a process for the ordering and provisioning of collocation and UNE facilities that does not require CLEC to wait until the collocation is complete before CLEC can order or verify the availability of those transport facilities.

## GENERAL TERMS AND CONDITIONS

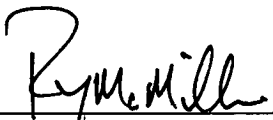
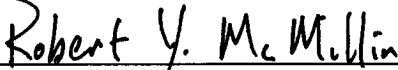
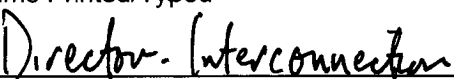
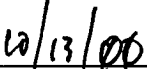
1. Except as otherwise provided herein, this Amendment will take effect upon the execution of the Amendment by both parties. This Amendment will expire in its entirety on December 31, 2003.
2. The parties hereby agree that the terms and conditions of this Amendment modify and amend the existing interconnection agreement between CLEC and Qwest. Qwest agrees to include the terms and conditions of this Amendment in any future interconnection agreement between CLEC and Qwest while this Amendment remains in effect.
3. Nothing in this Amendment modifies the terms of the Line Sharing stipulation negotiated with the CLECs and approved by the Minnesota Commission on December 1, 1999.
4. Cost recovery for UNEs and other wholesale services, including, but not limited to those referenced in this settlement agreement, has been or will be established in various proceedings at rates to be determined by the appropriate regulatory body or bodies. CLEC acknowledges that it is Qwest's position that it is entitled to recover its costs and reasonable profit in accordance with the principles of the federal Telecommunications Act of 1996. Cost recovery and rates for UNEs and other wholesale services as determined in those proceedings will not be impacted by this Amendment.
5. The Parties agree that this Amendment represents a compromise in the position of the Parties.
6. The Parties acknowledge that this Amendment is the product of negotiations and compromise and shall not be construed against any Party on the basis that it was the drafter of any or all portions of this Amendment. This Amendment constitutes the Parties' entire agreement on all matters set forth herein, and it supersedes any and all prior oral and written understandings or agreements on said matters that previously existed or occurred in this proceeding, and no such prior understanding or agreement or related representations shall be relied upon by the Parties.
7. The Parties agree that the headings to this Amendment are not material to this Amendment and have no legal force or effect.
8. Except as otherwise specifically agreed upon in this Amendment, nothing contained herein shall be deemed to constitute a settled regulatory practice for the purpose of any other proceeding.
9. This Amendment may be executed in counterparts and by facsimile.

**2. Further Amendments.**

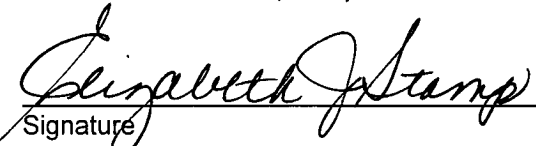
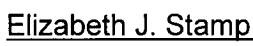

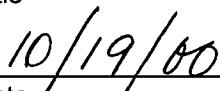
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

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.

**New Edge Network, Inc.  
dba New Edge Networks**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name Printed/Typed  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**Qwest Corporation (formerly doing  
business as U S WEST  
Communications, Inc.)**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name Printed/Typed  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

## ATTACHMENT A

### Collocation Augmentation

This matrix is broken down by type of equipment/installation augmentation.

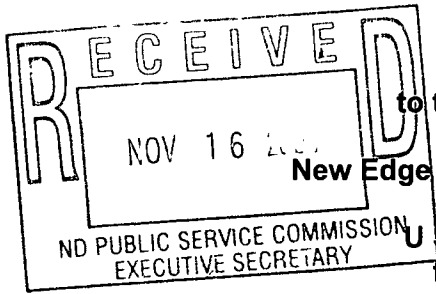
This matrix provides for 30 calendar days construction interval associated with augmentation orders.

An assumption is made in this matrix that the Feasibility and Quote Process Interval can be reduced to current contract specific time-frame of 21 calendar days which is currently the best interval Qwest offers for these two combined processes to any Co-provider.

<u>Change Type</u>	<b>Can Be Completed in 30 Day Construct Interval</b>	<b>Can Not Be Completed in 30 Day Construct Interval</b>	<b>If No, Anticipated Interval</b>
POI Utility Hole		X	120
<b>Entrance Facility</b>			
Increase in # of Fiber Spliced	X		
Decrease in # of Fiber Spliced	X		
<b>AC Power</b>			
Adding Essential Power		X	90
Deleting Essential Power	X		
Increase in AC Outlets	X		
Request for Additional Lighting	X		
<b>Change in Entrance Facility Type</b>			
Change from Shared Fiber to Express Fiber		X	90
Change from Express Fiber to Shared Fiber		X	90
Change from Entrance Facilities to Finished Services (Provided the Facilities Exist)	X		
<b>DC Power</b>			
Increase in Current		X	90
Decrease in Current	X		

<b><u>Change Type</u></b>	<b>Can Be Completed in 30 Day Construct Interval</b>	<b>Can Not Be Completed in 30 Day Construct Interval</b>	<b>If No, Anticipated Interval</b>
Increase to Two A&B Feeds		X	90
Decrease to One A&B Feeds	X		
<b>Caged Physical Enclosure</b>			
Increase in Sq. Ft.	X		
Decrease in Sq. Ft.	X		
<b>Bays for Cageless Physical</b>			
Increase in # of Bays (Assuming Space is Available)	X		
Decrease in # of Bays	X		
<b>Interconnection Distribution Frame (ICDF)</b>			
Increase Terminations (Assuming Space is Available on Existing Frames)	X		
Decrease Terminations	X		
Request that Qwest Provide Tie Cable	X		
<b>Change in Collocation Type</b>			
Caged Physical to Cageless Physical		X	90
Caged Physical to Virtual		X	90
Virtual to Cageless Physical		X	90
<b>Additional Equipment Requiring Power, Space, or HVAC</b>			
Change in Central Office Equipment Requiring Additional Power		X	90
Change in Central Office Equipment Requiring Additional Space		X	90
Change in Central Office Equipment Requiring Additional HVAC		X	90

<b><u>Change Type</u></b>	<b>Can Be Completed in 30 Day Construct Interval</b>	<b>Can Not Be Completed in 30 Day Construct Interval</b>	<b>If No, Anticipated Interval</b>
<b>Security</b>			
Deleting from List	X		
Additions to List	X		
<b>Synchronization</b>		X	90
Eliminating Synchronization	X		
Adding Time Equipment		X	90



**Amendment No. 2  
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. 2 ("Amendment") is made and entered into by and between New Edge Network, Inc. dba New Edge Networks ("CLEC") and U S WEST Communications, Inc. ("U S WEST"). U S WEST and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties 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 entered into an Amendment No. 1, to the Agreement, that is currently pending signature by both Parties; 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 add terms, conditions and rates for IDSL and DS3 Capable Loops, to the Agreement, as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein.

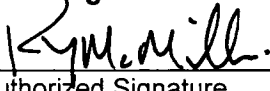
**2. Effective Date**

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, CLEC 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. CLEC 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**  
  
\_\_\_\_\_  
Authorized Signature  
**Robert V. McMillin**  
\_\_\_\_\_  
Name Printed/Typed  
**Director - Interconnection**  
\_\_\_\_\_  
Title  
**9/21/00**  
\_\_\_\_\_  
Date

**U S WEST Communications, Inc.**  
  
\_\_\_\_\_  
Authorized Signature  
**KEITH GALITZ**  
\_\_\_\_\_  
Name Printed/Typed  
**GENERAL MANAGER = WEDM**  
\_\_\_\_\_  
Title  
**10/6/00**  
\_\_\_\_\_  
Date

**ATTACHMENT 1****IDSL and DS3 Capable Loops****1.0 Terms and Conditions**

U S WEST offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, U S WEST's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops including but not limited to IDSL and DS3 are available as follows:

- 1.1 Digital Capable or Qualified Loops - Basic Rate ISDN, IDSL, DS1 or DS3 capable and ADSL. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. U S WEST will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by CLEC, if necessary, as determined by U S WEST.
- 1.2 When CLEC requests an IDSL Loop or a Basic Rate ISDN capable Loop, U S WEST will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide), that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the Central Office Terminal ("COT") and Remote Terminal ("RT") in order to make the Loop either IDSL or ISDN Capable. The ISDN Capable and the IDSL Loop may also require conditioning (e.g., removal of loads or bridged tap). CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge as specified in Exhibit A of this Amendment. If U S WEST uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, U S WEST will make alternate arrangements, which could include Line and Station Transfers (LST), to permit CLEC to order a contiguous Unbundled Loop.
  - 1.2.1 The xDSL-I Loop ("IDSL") transports bi-directional, two-wire, Digital Subscriber Line signals with a nominal transmission rate of 160 kbit/s and will meet the performance requirements specified in U S WEST's Technical Publication 77384. It shall permit access from 128 kbit/s to 144 kbit/s, unchannelized payload bandwidth for transport of IDSL Services.
- 1.3 For DS1 or DS3 Capable Loop, U S WEST will provide access to the existing electronics at both ends including any intermediate repeaters.
  - 1.3.1 The DS3 Capable Loop is a transmission path between a U S WEST Central Office network interface and an equivalent demarcation point at an end user location. The DS3 Capable Loop transports bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. The DS3

Capable Loop shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS3).

- 1.4 U S WEST is not obligated to provision BRI-ISDN, IDSL, DS1 or DS3 capable or ADSL capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within U S WEST facilities, U S WEST may control the use of certain cables for spectrum management considerations.
- 1.5 CLEC has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary. Rates are contained in Exhibit A of this Amendment.

1.5.1 Basic Installation Option for Existing Service.

The Basic Installation option may be ordered for existing (reuse) service only. For an existing U S WEST or other CLEC end user changing to CLEC, the Basic Installation option has no associated circuit testing. U S WEST disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. U S WEST will notify CLEC when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A of this Amendment.

1.5.2 Basic Installation with Performance Testing Option for New Service.

The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, U S WEST will complete the circuit wiring per the WORD document and/or the service order. U S WEST will perform the required performance tests to ensure the new circuit meets basic required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to CLEC by U S WEST. Basic Installation with Performance Testing rates apply for this option and are contained in Exhibit A of this Amendment.

1.5.3 Coordinated Installation with Cooperative Testing Option.

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing U S WEST or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, CLEC will provide such information to U S WEST at least 48 hours prior to the desired appointment time. At the appointment time, U S WEST will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. U S WEST will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements

contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment. The following are the performance tests generally performed by loop type:

- **IDSL Loops**  
No Load Coils, Opens, Grounds, Shorts or Foreign Volts.  
Insertion Loss = < 42 dB at 40 kHz  
Errored Second and Severely Errored Second Testing per  
Technical Publication 77384, where test capability exists
- **DS3 Capable Loops**  
Access, Errored Second and Severely Errored Second  
Testing per ANSI Standard T1.510

#### 1.5.4 Coordinated Installation without Testing for Existing Service.

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start Unbundled Loops. For an existing U S WEST or other CLEC end user changing to CLEC, this option remains a procedure in which U S WEST disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers CLEC the ability to coordinate the conversion activity, allowing CLEC's end user to pre-plan for minimal service interruption. At CLEC's designated time, U S WEST will contact CLEC with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, CLEC will provide such information to U S WEST at least 48 hours prior to the desired appointment time. At the appointment time, U S WEST disconnects the Loop from its current termination and delivers it via an ITP to the point of demarcation. Once the work has been completed, U S WEST will notify CLEC that the procedure has been completed. Coordinated Installation without Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment.

- 1.6 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT.
- 1.7 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. U S WEST's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. U S WEST does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between CLEC's end user and U S WEST's end office and may vary due to characteristics inherent in the physical network. U S WEST, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Unbundled Loops, ancillary and finished services in its network on an as needed basis.

Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of the Agreement.

- 1.8 If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, U S WEST will honor the direction of the end user.
- (a) If the end user directs U S WEST to disregard CLEC's order for Unbundled Loops, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in the Proof of Authorization Section will also be billed to CLEC.
- (b) If the end user directs U S WEST to disregard CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with CLEC's order, the end user's service will be reconnected to the original local service provider.
- 1.9 Facilities and lines furnished by U S WEST on the premises of CLEC's end user up to and including the NID or equivalent are the property of U S WEST. U S WEST must have access to all such facilities for network management purposes. U S WEST's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines.
- 1.10 Unbundled Loops include the facilities between the U S WEST distribution frame up to and including U S WEST's NID located at CLEC's end user premises.
- 1.11 When requested by U S WEST, CLEC must submit a disconnect order to U S WEST on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by U S WEST or another CLEC to provide service to that end-user location.

## **2.0 Rate Elements**

The following Unbundled Loop rate elements are contained in Exhibit A of this Amendment.

- 2.1 Digital Capable Loops - Basic rate ISDN, IDSL and DS1 capable Loops. Basic rate ISDN, IDSL and DS1 capable Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of CLEC's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a U S WEST CO-NI. Basic Rate ISDN, IDSL and DS1 capable unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. DS3 capable loops will be provided on a fiber optic transmission technology. U S WEST will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in

tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable Loops, as requested by CLEC, if necessary.

2.2 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, IDSL, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A of this Amendment.

2.3 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate ISDN, IDSL, DS1 and DS3 capable Loops - described in Exhibit A, include the following:

- a) Installation charges;
- b) Conditioning charge.

2.4 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are found in Exhibit A.

2.5 Out of Hours Coordinated Installations

2.5.1 For purposes of this Section, U S WEST's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Out of hours installations are only 5:00 p.m. to 10:00 p.m., local time, Monday through Friday and 8:00 a.m. to 12:00 p.m., local time, Saturday.

2.5.2 Out of Hours installations permit CLEC to select a coordinated installation outside of U S WEST's installation hours. For planning purposes, CLEC shall provide U S WEST with a forecast of out of hours coordinated installations at least two weeks prior to CLEC placing an order in a particular state. Forecasts should include the anticipated coordinated installation appointment times and volumes to be installed out of hours.

2.5.3 CLEC shall request out of hours coordinated installations by submitting a Local Service Request (LSR) and designating the desired appointment time outside. In the Remarks section of the LSR, CLEC must specify an Out of Hours coordinated installation.

2.5.4 The date and time for out of hours coordinated installations may need to be negotiated between U S WEST and CLEC because of system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same switch (switch contention).

2.5.5 CLEC will incur additional charges for out of hours coordinated installations. These charges will be the overtime rates. Refer to Exhibit A for these charges.

2.5.6 U S WEST will provide FOCs (Firm Order Commitments) to CLECs according to the PO-5 performance measure. For unbundled loops, the FOC is an acknowledgment that U S WEST has received the service request. The FOC does not indicate that U S WEST has compatible facilities to fulfill the service order by the requested due date. The FOC for orders requesting over 24 unbundled loops will be treated on an ICB basis.

2.6 CLEC is responsible for its own end user base and has responsibility for resolution of service problems. CLEC will perform trouble isolation on Unbundled Networks Elements prior to reporting trouble to U S WEST. U S WEST will work cooperatively with CLEC to resolve service problems. When the trouble is not in U S WEST's network, the trouble report will be referred back to CLEC and Defective Service Isolation Charges will apply.

### **3.0 Ordering Process**

3.1 All Unbundled Loops are ordered via an LSR.

3.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Agreement.

3.3 Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth by the specific service.

3.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when U S WEST receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 7:00 p.m. The service interval will begin on the next business day for service requests received after 7:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

3.5 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

3.6 The service intervals that have been established for voice grade 2-wire and 4-wire analog Unbundled Loops, 2-wire and 4-wire non-loaded Loops, ISDN capable Loops, IDSL, DS1 and DS3 capable and ADSL qualified Unbundled Loops are set forth in Exhibit B to this Amendment.

3.7 CLEC can request access to existing fiber and other high capacity loops through the BFR process.

3.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.

#### **4.0 Maintenance and Repair**

4.1 CLEC 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. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to U S WEST. U S WEST will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of U S WEST's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in U S WEST's network, CLEC shall be assessed the applicable time and materials charges.

4.2 U S WEST will perform tests to isolate the service trouble. If no trouble is found, U S WEST will notify CLEC. If the trouble is isolated to the Central Office, or a U S WEST facility, U S WEST will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, U S WEST will notify CLEC and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.

4.3 When combining separately ordered elements or an element to collocated equipment, CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If U S WEST performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in U S WEST's facilities, a trouble isolation charge/Defective Service Isolation charge shall apply.

**EXHIBIT A  
NORTH DAKOTA RATES**

<b>Digital Capable Loops</b>	Recurring	Nonrecurring
<b>Basic Rate ISDN Capable Loop</b>		
Zone 1	\$16.41 <sup>1</sup>	
Zone 2	\$27.66 <sup>1</sup>	
Zone 3	\$62.66 <sup>1</sup>	
<b>Loop Installation Charges</b>		
<b>Basic Installation</b>		
First Loop		\$105.79
Each Additional Loop		\$58.20
<b>Basic Installation with Performance Testing</b>		
First Loop		\$170.04
Each Additional Loop		\$86.24
<b>Coordinated Installation with Cooperative Testing</b>		
First Loop		\$217.05
Each Additional Loop		\$133.23
<b>Coordinated Installation without Cooperative Testing</b>		
First Loop		\$94.31 <sup>1</sup>
Each Additional Analog Loop		\$67.28 <sup>1</sup>
	Recurring	Nonrecurring
<b>DS3 Capable Loop</b>	\$1,160.56 <sup>1</sup>	
2-Wire Extension Technology	\$22.67	
<b>DS3 Loop Installation Charges</b>		
<b>Basic Installation</b>		
First Loop		\$149.16
Each Additional Loop		\$117.28
<b>Basic Installation with Performance Testing</b>		
First Loop		\$340.92
Each Additional Loop		\$285.93
<b>Coordinated Installation with Cooperative Testing</b>		
First Loop		\$380.03
Each Additional Loop		\$342.45
<b>Coordinated Installation without Cooperative Testing</b>		
First Loop		\$154.12
Each Additional Analog Loop		\$122.23
	Recurring	Nonrecurring
<b>Cable Unloading/Bridge Tap Removal</b>		\$538.16

**NOTES:**

Unless otherwise indicated, all rates are pursuant to the U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.

[1] Rates not addressed in AT&T Arbitration. (TELRIC based where required.)

**EXHIBIT B  
SERVICE INTERVAL TABLES**

**Unbundled Loops Service Interval Table:**

Established Service Intervals for DS3 capable Unbundled Loops:

		<b>High Density</b>	<b>Low Density</b>
a)	1-3 lines	7 business days	9 business days
b)	4 or more	ICB	ICB

Established Service Intervals for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and ADSL qualified Unbundled Loops:

		<b>High Density</b>	<b>Low Density</b>
a)	1-8 lines	5 business days	8 business days
b)	9-16 lines	6 business days	9 business days
c)	17-24 lines	7 business days	10 business days

PU-2442-00-619; 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:

Rob McMillin  
 New Edge Network Inc  
 3000 Columbia House Bldg  
 Vancouver Wa ~~58661~~  
 98661

2. Article Number (Copy from service label)

7000 0520 0022 8654 0254

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

BIANCA DORSEY

B. Date of Delivery

1/29/01

C. Signature

*Bianna Dorsey*

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

PU-2442-00-619

**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:

Rob McMillin  
 New Edge Network Inc  
 3000 Columbia House Bldg  
 Vancouver Wa ~~58661~~  
 98661

2. Article Number (Copy from service label)

7000 0520 0022 8653 2853

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

BIANCA DORSEY

B. Date of Delivery

12/11/00

C. Signature

*Bianna Dorsey*

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