

DIVIDER

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

PU-2442-01-91

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

Filed 2/28/2001

Closed 4/26/2001

01

DESCRIPTION

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, June 18, 2001 10:25 AM
To: Scott, Sandi L.
Subject: FW: Money Received.....

-----Original Message-----

From: Geiger, Gloria A.
Sent: Monday, June 18, 2001 9:31 AM
To: Bauske, Shelly A.
Subject: RE: Money Received.....

-----Original Message-----

From: Bauske, Shelly A.
Sent: Monday, June 18, 2001 9:03 AM
To: Geiger, Gloria A.
Subject: Money Received.....

Case No. PU-2442-01-91
New Edge Networks
\$55.04
7700 8503 248 21091

Case No. PU-314-00-198
AT&T
\$125.95
7700 8503 248 20198

Case No. PU-314-97-193
AT&T
\$94.09
7700 8503 248 07193

Case No. PU-2498-01-113
Dakota Central (Daktel Communications)
\$64.87
7700 8503 248 21113

Case No. PU-314-97-193
New Edge Networks
\$240.45
7700 8503 248 07193

Case No. PU-2491-01-81
Qwest
7700 8503 248 21081 \$145.04

Case No. PU-2442-01-91

11 PL 42-01-91 Pages: 0
\$55.04 received
by New Edge Network, Inc./Qwest Corporation
06/18/2001 CC: Comm Legal Ilona Jerry .

99 PU-314-00-198 Pages: 0
\$125.95 received

by AT&T Communications
06/18/2001 CC: Comm Legal Ilona Jerry .

642 PU-314-97-193 Pages: 0

\$94.09 received
by AT&T Communications

06/18/2001

11 PU-2498-01-113 Pages: 0

\$64.87 received

by Daktel Communications, L.L.C./Qwest Corporation
06/18/2001 CC: Comm Legal Ilona Jerry .

643 PU-314-97-193 Pages: 0

\$240.45 received

by New Edge Network, Inc.

12 PU-2491-01-81 Pages: 0

\$145.04 received

by Qwest Corporation

06/18/2001

CC: Comm Legal Ilona Jerry .

12 PU-2442-01-91 Pages: 0

\$55.03 received

by Qwest Corporation

11 PU-2491-01-92 Pages: 0

\$55.03 received

by Qwest Corporation

12 PU-2038-01-93 Pages: 0

\$55.03 received

by Qwest Corporation

06/18/2001

CC: Comm Legal Ilona Jerry .

12 PU-2271-01-87 Pages: 0

\$55.03 received

by Qwest Corporation

06/18/2001

CC: Comm Legal Ilona Jerry .

11 PU-2492-01-94 Pages: 0

\$55.03 received

by Qwest Corporation

06/18/2001

CC: Comm Legal Ilona Jerry .

Qwest
7700 8503 248 21091 \$55.03

Case No. PU-2491-01-92
Qwest
7700 8503 248 21092 \$55.03

Case No. PU-2038-01-93
Qwest
7700 8503 248 21093 \$55.03

Case No. PU-2271-01-87
Qwest
7700 8503 248 21087 \$55.03

Case No. PU-2492-01-94
Qwest
7700 8503 248 21094 \$55.03

Total Qwest Check: \$420.19

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, June 18, 2001 10:25 AM
To: Scott, Sandi L.
Subject: FW: Money Received.....

-----Original Message-----

From: Geiger, Gloria A.
Sent: Monday, June 18, 2001 9:31 AM
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New Edge Networks
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AT&T
\$125.95
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Dakota Central (Daktel Communications)
\$64.87
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\$240.45
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643 PU-314-97-193 Pages: 0
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12 PU-2491-01-81 Pages: 0
\$145.04 received
by Qwest Corporation
06/18/2001 CC: Comm Legal Ilona Jerry .

12 PU-2442-01-91 Pages: 0
\$55.03 received
by Qwest Corporation

11 PU-2491-01-92 Pages: 0
\$55.03 received
by Qwest Corporation

12 PU-2038-01-93 Pages: 0
\$55.03 received
by Qwest Corporation
06/18/2001

12 PU-2271-01-87 Pages: 0
\$55.03 received
by Qwest Corporation
06/18/2001 CC: Comm Legal Ilona Jerry .

11 PU-2492-01-94 Pages: 0
\$55.03 received
by Qwest Corporation
06/18/2001

Qwest
7700 8503 248 21091 \$55.03

Case No. PU-2491-01-92
Qwest
7700 8503 248 21092 \$55.03

Case No. PU-2038-01-93
Qwest
7700 8503 248 21093 \$55.03

Case No. PU-2271-01-87
Qwest
7700 8503 248 21087 \$55.03

Case No. PU-2492-01-94
Qwest
7700 8503 248 21094 \$55.03

Total Qwest Check: \$420.19

APPROVED

DATE: 5-23-01
KME

MOTION

May 23, 2001

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

Case No. PU-2442-01-91

I move the Commission bill New Edge Network, Inc. and Qwest Corporation for costs incurred to date in Case No. PU-2442-01-91, New Edge Network, Inc./Qwest Corporation, Interconnection Agreement Amendment, Application.



Public Service Commission

State of North Dakota

COMMISSIONERS

Susan E. Wefald, President
Leo M. Reinbold
Anthony T. Clark

Executive Secretary
Jon H. Mielke

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

May 23, 2001

Robert Y McMillin
New Edge Network Inc
3000 Columbia House Blvd Ste 106
Vancouver WA 98661-2969

Dan Kuntz
PO Box 1695
Bismarck ND 58502-1695

RE: Case No. PU-2442-01-91
New Edge Network, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Enclosed is a copy of the statement approved at the May 23, 2001 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2442-01-91.

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
Admin Staff Officer
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

May 23, 2001

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

Case No. PU-2442-01-91

Expenses Incurred to Date:

| | |
|-------------------|----------|
| Advertising Costs | \$110.07 |
|-------------------|----------|

Amount Due:

| | |
|------------------------|---------|
| New Edge Network, Inc. | \$55.04 |
| Qwest Corporation | \$55.03 |

Send Payment and a Copy of this Statement 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 Amendment
Application

Case No. PU-2442-01-91

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 **26th day of April, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order Approving Interconnection Agreement Amendment

The envelopes were addressed as follows:

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Robert Y McMillin
New Edge Network Inc
3000 Columbia House Blvd Ste 106
Vancouver WA 98661-2969

Cert. No. 7000 0520 0022 8654 2425

Cert. No. 7000 0520 0022 8654 2449

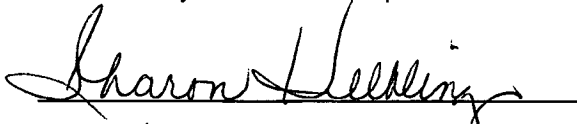

Sharon Helbling further deposes and says that on the **26th day of April, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

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 **26th day of April, 2001**.

Notary Public

SEAL



APPROVED

DATE: 4-25-01
KMF

MOTION

April 25, 2001

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

Case No. PU-2442-01-91

I move the Commission adopt the Order Approving Interconnection Agreement Amendment in the application of Qwest Corporation for approval of an interconnection agreement amendment negotiated with New Edge Network, Inc., Case No. PU-2442-01-91.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

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

Case No. PU-2442-01-91

ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENT

April 25, 2001

On February 28, 2001, Qwest Corporation Communications, Inc. (Qwest) filed an application for approval of Amendment No. 4 negotiated to its interconnection agreement with New Edge Network, Inc. d/b/a New Edge Networks. This amendment would entirely replace the rates, terms and conditions for unbundled loops contained in the original agreement.

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.

On March 14, 2001, the Commission issued a Notice of Opportunity to File Written Comments which provided that the Commission would receive written comments on the agreement until April 16, 2001. No comments have been received.

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

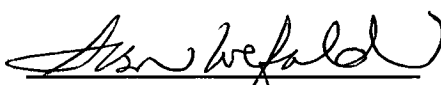

Order

The Commission orders:

1. The interconnection agreement Amendment No. 4 negotiated between Qwest Corporation and New Edge Network, Inc. d/b/a New Edge Networks filed with the Commission on February 28, 2001, 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

| | | |
|---|--|--|
| <p>"ABSENT"</p> <hr style="border: 0; border-top: 1px solid black;"/> <p>Anthony T. Clark Commissioner</p> |  <hr style="border: 0; border-top: 1px solid black;"/> <p>Susan E. Wefald President</p> |  <hr style="border: 0; border-top: 1px solid black;"/> <p>Leo M. Reinbold Commissioner</p> |
|---|--|--|

Affidavit of Publication

State of North Dakota)
County of Burleigh)

APR 26 2001

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:
Sprint/NewEdge/Inex, 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:

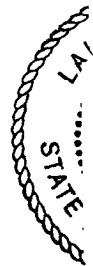
[Signature]

Subscribed and sworn to before me this 9th day of April A.D. 2001.

[Signature]

6 **PU-2271-01-87** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
04/26/2001 CC: Comm Legal Ilona Jerry .

6 **PU-2442-01-91** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
04/26/2001 CC: Comm Legal Ilona Jerry .



6 **PU-2491-01-92** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
04/26/2001 CC: Comm Legal Ilona Jerry .

6 **PU-2038-01-93** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
04/26/2001 CC: Comm Legal Ilona Jerry .

6 **PU-2492-01-94** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
04/26/2001 CC: Comm Legal Ilona Jerry .

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**Sprint Communications Company, L.P./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2271-01-87

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

Case No. PU-2442-01-91

**Ionex Communications North, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2491-01-92

**IdeaOne Telecom Group, LLC/Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2038-01-93

**CCCND, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2492-01-94

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 **15th day of March, 2001**, 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. 7000 0520 0022 8654 0759

Ken Ross
Sprint Communications Company
7301 College Blvd
Overland Park KS 66210
Cert. No. 7000 0520 0022 8654 0766

5 PU-2442-01-91

Pages: 4

Affidavits of Service

by Public Service Commission

03/15/2001

CC: Comm Legal Ilona Jerry .

Robert Y McMillin
New Edge Network Inc
3000 Columbia House Blvd Ste 106
Vancouver WA 98661-2969
Cert. No. 7000 0520 0022 8654 0797

Sue E Weiske
Ionex Telecommunications Inc
5710 LBJ Frwy Ste 215
Dallas TX 75240
Cert. No. 7000 0520 0022 8654 0803

Doug Sattler
IdeaOne Telecom Group LLC
3239 39th St SW
Fargo ND 58104
Cert. No. 7000 0520 0022 8654 0810

Ed Moore
Connect Holding Corp
124 W Capitol Ave Ste 250
Little Rock AR 72201
Cert. No. 7000 0520 0022 8654 0827

Sharon Helbling further deposes and says that on the **15th day of March, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **three** 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

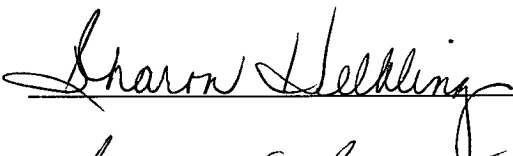
Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

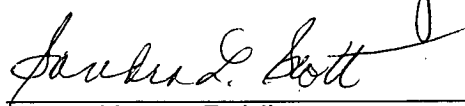
Steven Noack
Gunhus Grinnel Klinger Swenson & Guy
Ltd
215 30th St N
Moorhead MN 56561-1077

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

Subscribed and sworn to before me
this **15th day of March, 2001**.

SEAL





Notary Public

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

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**Sprint Communications Company, L.P./Qwest Corporation
Interconnection Agreement Amendments
Application**

Case No. PU-2271-01-87

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

Case No. PU-2442-01-91

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Application**

Case No. PU-2491-01-92

**IdeaOne Telecom Group, LLC/Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2038-01-93

**CCCND, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2492-01-94

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 **15th day of March, 2001**, 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.

Sharon Hedding

Subscribed and sworn to before me
this **15th day of March, 2001**.

Sandra L. Scott

Notary Public

SEAL

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

wahlgren@rus.usda.gov
Wayne Ahlgren

bberkenpas@nodusa.com
Barb Berkenpas

wbrudvik@ohnstadlaw.com
William Brudvik

donlee@martin-associates.com
Don Lee

jxpet@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

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

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

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. II
PO Box 8
Nome ND 58062-0008

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

marcus.milam@attws-sf.com
Marcus Milam
Marcus Y Milam

skillebrew@deltacom.com
Sharon Killebrew
McLeodUSA

meredith.gi rd@gecapital.com
Meredith Gifford
GE Capital Comm Services Corp
6540 Powers Ferry Rd
Atlanta GA 30339

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

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

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

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

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

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

john_sullivan@cable.comcast.com
John Sullivan
McLeodUSA

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

gerrya@midrivers.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

amy.ibis@dt om
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

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

mpbosh@minot.ndak.net
Mike Bosh
Pringle and Herigstad P C
PO Box 1000
Minot ND 58702-1000

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

stevedl@srttel.com
Steve Lysne
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

jvonduyke@p. aforall.com
Jeff Walker
Preferred Carrier Services Inc
14681 Midway Rd Ste 105
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Western CLEC Corporation
3650 131st Ave SE #400
Bellevue WA 98006

Helbling, Sharon D.

From: Helbling, Sharon D.

Sent: Thursday, March 15, 2001 10:11 AM

To: ndna (E-mail)

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

Colleen,

Please have the attached notices published as legal publications in the next issue of the ten North Dakota daily newspapers, and run them as "News Item Only" articles as well.

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

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

Thanks.

Sharon Helbling
Public Utilities Division



1.doc



1.doc

APPROVED

DATE: 3-14-01
KMF

MOTION

March 14, 2001

**Sprint Communications Company, L.P./Qwest Corporation
Interconnection Agreement Amendments
Application**

Case No. PU-2271-01-87

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

Case No. PU-2442-01-91

**Ionex Communications North, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2491-01-92

**IdeaOne Telecom Group, LLC/Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2038-01-93

**CCCND, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2492-01-94

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Sprint Communications Company, L.P./Qwest Corp. Case No. PU-2271-01-87
Interconnection Agreement Amendment
Application**

**New Edge Network, Inc./Qwest Corporation Case No. PU-2442-01-91
Interconnection Agreement Amendment
Application**

**Ionex Communications North, Inc./Qwest Corporation Case No. PU-2491-01-92
Interconnection Agreement Amendment
Application**

**IdeaOne Telecom Group, LLC/Qwest Corporation Case No. PU-2038-01-93
Interconnection Agreement Amendment
Application**

**CCCND, Inc./Qwest Corporation Case No. PU-2492-01-94
Interconnection Agreement Amendment
Application**

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

March 14, 2001

On February 22, 2001, in Case No. PU-2271-87, Qwest Corporation Communications, Inc. (Qwest) filed an application for approval of a 911/Waiver Amendment negotiated to its interconnection agreement with Sprint Communications Company, L.P. (Sprint) of Dallas, TX. With this amendment, Qwest would allow Sprint to offer a new Dial IP service that would carry only one-way internet-bound data traffic of Qwest originated calls delivered to Sprint Dial IP customers.

On February 27, 2001, in, Qwest filed an application for approval of an Amendment for Deaveraged Loop Rate negotiated to its interconnection agreements with Ionex Communications North, Inc. (Case No. PU-2491-01-92), IdeaOne Telecom Group, LLC (Case No. PU-2038-01-93) and CCND, Inc. d/b/a Connect! (Case No. PU-2492-01-94). These amendments reflect the deaveraged unbundled two-wire loop rates in accordance with the Commission's Order in Case No. PU-314-97-12.

On February 28, 2001, in Case No. PU-2442-01-91, Qwest filed an application for approval of Amendment No. 4 negotiated to its interconnection agreement with New Edge Network, Inc. d/b/a New Edge Networks. This amendment would entirely replace the rates, terms and conditions for unbundled loops contained in the original agreement.

These amendments 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 April 16, 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



Anthony T. Clark
Commissioner



Susan E. Wefald
President



Leo M. Reinbold
Commissioner

ZUGER KIRMIS & SMITH

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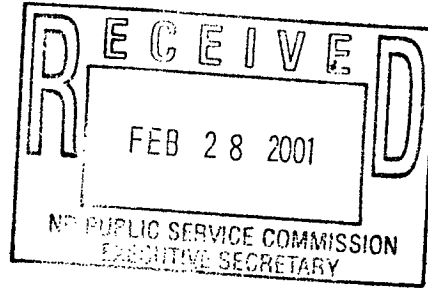
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National Board of Trial Advocacy

February 27, 2001

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



Re: Amendment No. 4 to Interconnection Agreement Between Qwest Corporation and New Edge Networks, Inc.

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of Amendment No. 4 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 February 26, 2000 in Docket No. PU-2204-99-635. The contact person for New Edge Networks is Mr. Robert Y. McMillin, 3000 Columbia House Blvd., Suite 106, Vancouver, WA 98661-2969.

Also enclosed is an extra copy of this letter. Please date stamp the extra copy of the letter and return it to me in the enclosed postage-paid envelope.

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

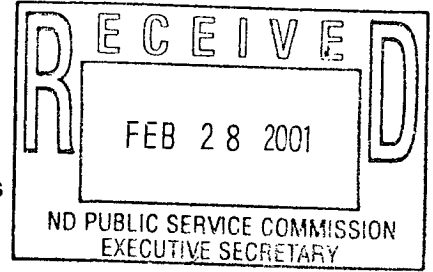
Sincerely,

Daniel S. Kuntz

Enclosures

c: Scott Macintosh w/enc.
Debra Hartl wo/enc.
Robert Y. McMillin wo/enc.

**Amendment No. 4
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. 4 ("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 Utilities Commission ("Commission") on January 26, 2000 (the "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, in its entirety the terms, conditions and rates for Unbundled Loops, to the Agreement or any associated Amendment, 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 Y. McMillin

Name Printed/Typed

Director - Interconnection

Title

11/14/00

Date

U S WEST Communications, Inc.



Authorized Signature

Patrick D. Holton

Name Printed/Typed

Director - Interconnect

Title

11/14/00

Date

ATTACHMENT 1

UNBUNDLED LOOPS

1. Description

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 are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, IDSL, DS1, DS3 or ADSL (Asymmetric Digital Subscriber Loop).

2. Terms and Conditions

2.1 U S WEST shall provide to CLEC on a non-discriminatory basis Unbundled Loops of substantially the same quality as the Loop that U S WEST uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.

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

2.3 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.

2.3.1 U S WEST shall provide other unbundled fiber and high capacity loops, to CLEC where facilities are available and existing on an ICB basis. Such loops will be provided on a fiber optic transmission technology. U S WEST will determine the specific transmission technology by which the unbundled loop will be provided. DC continuity is not inherent in these services. ICB nonrecurring and recurring charges shall apply for provisioning of the unbundled high capacity loops.

2.4 When CLEC requests a non-loaded Unbundled Loop and there are none available, U S WEST will contact CLEC to determine if CLEC wishes to have U S

WEST unload a Loop. If the response is affirmative, U S WEST will dispatch a technician to "condition" the Loop by removing load coils and excess bridge taps (*i.e.*, "unload" the Loop) in order to provide CLEC with a Non-Loaded Loop. CLEC will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a U S WEST technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. 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 to permit CLEC to order a contiguous Unbundled Loop.

2.5 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.

2.6 For DS1 or DS3 Capable Loop, U S WEST will provide access to the existing electronics at both ends including any intermediate repeaters.

2.6.1 The DS-1 Capable Loop is a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a U S WEST serving Central Office and the network interface at the end user location. The DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. The end user network interface shall be consistent with Technical Publication 77375.

2.6.2 The DS-3 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 DS-3 Capable Loop transports bi-directional DS-3 signals with a nominal transmission rate of 44.736 Mbit/s. The DS-3 Capable Loop shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).

2.7 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.

2.8 When CLEC requests an ADSL Qualified Loop, U S WEST will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets ADSL specifications. If a circuit qualifies for ADSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384.

2.9 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.

2.9.1 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.

2.9.2 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.

2.9.3 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:

- **2-Wire and 4-Wire Analog Loops**

- No, Opens, Grounds, Shorts, or Foreign Volts.

- Insertion Loss = 0 to -8.5 dB at 1004 Hz (long loops, i.e., loops with higher loss, exist in some areas and are proper for that long route design area)

- Automatic Number Identification (ANI) when dial-tone is present

- **2-Wire and 4-Wire Non-Loaded Loops**

- No Load Coils, Opens, Grounds, Shorts, or Foreign Volts.

- Insertion Loss = 0 to -8.5 dB at 1004 Hz (longer loops, i.e., loops with higher loss, exist in some areas and are proper for that long route design area)

- Automatic Number Identification (ANI) when dial-tone is present

Digital Capable Loops

- **Basic Rate ISDN Capable 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.

- **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

- **DS1 Capable Loops**

- Access, Errored Second and Severely Errored Second Testing

- **DS3 Capable Loops**

- Access, Errored Second and Severely Errored Second Testing per ANSI Standard T1.510

- **ADSL Qualified Loops**

- No Load Coils, Opens, Grounds, Shorts, or Foreign Volts.
Noise

- Insertion Loss = ≤ 41 dB at 196 kHz

2.9.4 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.

2.10 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT, as described in the UNE – UDIT Section of the Agreement.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

3. Rate Elements

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

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

3.2 Non-Loaded - 2 and 4 wire Non-Loaded Loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a U S WEST CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth for the specific service. After the desired Loops are ordered and the design layout record is reviewed by CLEC, it is CLEC's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. If applicable, charges shall apply for unloading cable pairs in the event that Non-Loaded Loops are not available.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 Out of Hours Coordinated Installations

3.7.1 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.

3.7.2 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.

3.7.3 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.

3.7.4 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).

3.7.5 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.

3.7.6 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.

3.8 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.

4. Ordering Process

4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of the Agreement.

4.2 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 Terms and Conditions Section of this Amendment.

4.3 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.

4.4 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.

4.5 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).

4.6 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 of this Amendment.

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

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

5. Maintenance and Repair

5.1 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.

5.2 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.

5.3 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. Maintenance and Repair processes are contained in the Support Functions Section of the Agreement.

**EXHIBIT A TO ATTACHMENT 1
UNBUNDLED LOOPS
NORTH DAKOTA**

| 9.2 Unbundled Loops | | Recurring | Nonrecurring |
|----------------------------|---|--|--|
| 9.2.1 | Analog Loops | | |
| 9.2.1.1 | 2-Wire Voice Grade | | See Installation options, Section 9.2.4 |
| Zone 1 | | \$16.41 ⁷ | |
| Zone 2 | | \$27.66 ⁷ | |
| Zone 3 | | \$62.66 ⁷ | |
| 9.2.1.2 | 4-Wire Voice Grade | \$38.50 ¹ | See Installation options, Section 9.2.4 |
| 9.2.2 | Non-loaded Loops | | |
| 9.2.2.1 | 2-wire Non-loaded Loop | | See Installation options, Section 9.2.4 and See also Section 9.2.2.3 |
| Zone 1 | | \$16.41 ⁷ | |
| Zone 2 | | \$27.66 ⁷ | |
| Zone 3 | | \$62.66 ⁷ | |
| 9.2.2.2 | 4-wire Non-loaded Loop | \$38.50 ¹ | See Installation options, Section 9.2.4 and See also Section 9.2.2.3 |
| 9.2.2.3 | Cable Unloading/Bridge Tap Removal | | \$538.16 |
| 9.2.3 | Digital Capable Loops | | |
| 9.2.3.1 | Basic Rate ISDN Capable Loop | | See Installation options, Section 9.2.4 and See also Section 9.2.2.3 |
| Zone 1 | | \$16.41 ⁷ | |
| Zone 2 | | \$27.66 ⁷ | |
| Zone 3 | | \$62.66 ⁷ | |
| 9.2.3.2 | DS1 Capable Loop | \$102.21 ¹ | See Installation options, Section 9.2.5 and See also Section 9.2.2.3 |
| 9.2.3.3 | DS3 Capable Loop | \$1,160.56 ¹ | See Installation options, Section 9.2.6 and See also Section 9.2.2.3 |
| 9.2.3.4 | 2-Wire Extension Technology | \$22.67 | |
| 9.2.4 | DS0 Loop Installation Charges | See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above. | |
| 9.2.4.1 | Basic Installation | | |
| | First Loop | | \$105.79 |
| | Each Additional Loop | | \$58.20 |
| 9.2.4.2 | Basic Installation with Performance Testing | | |
| | First Loop | | \$170.04 |

| | | | | |
|---------|--|--|--|-----------------------|
| | Each Additional Loop | | | \$86.24 |
| 9.2.4.3 | Coordinated Installation with Cooperative Testing | | | |
| | First Loop | | | \$217.05 |
| | Each Additional Loop | | | \$133.23 |
| 9.2.4.4 | Coordinated Installation without Cooperative Testing | | | |
| | First Loop | | | \$94.31 ¹ |
| | Each Additional Analog Loop | | | \$67.28 ¹ |
| 9.2.4.5 | Basic Installation with Cooperative Testing | | | |
| | First Loop | | | \$208.31 |
| | Each Additional Analog Loop | | | \$149.06 |
| 9.2.5 | DS1 Loop Installation Charges | See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above. | | |
| 9.2.5.1 | Basic Installation | | | |
| | First Loop | | | \$149.16 ¹ |
| | Each Additional Loop | | | \$117.28 ¹ |
| 9.2.5.2 | Basic Installation with Performance Testing | | | |
| | First Loop | | | \$340.92 ¹ |
| | Each Additional Loop | | | \$285.93 ¹ |
| 9.2.5.3 | Coordinated Installation with Cooperative Testing | | | |
| | First Loop | | | \$380.03 ¹ |
| | Each Additional Loop | | | \$342.45 ¹ |
| 9.2.5.4 | Coordinated Installation without Cooperative Testing | | | |
| | First Loop | | | \$154.12 ¹ |
| | Each Additional Analog Loop | | | \$122.23 ¹ |
| 9.2.6 | DS3 Loop Installation Charges | See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above. | | |
| 9.2.6.1 | Basic Installation | | | |
| | First Loop | | | \$149.16 |
| | Each Additional Loop | | | \$117.28 |
| 9.2.6.2 | Basic Installation with Performance Testing | | | |
| | First Loop | | | \$340.92 |
| | Each Additional Loop | | | \$285.93 |
| 9.2.6.3 | Coordinated Installation with Cooperative Testing | | | |
| | First Loop | | | \$380.03 |
| | Each Additional Loop | | | \$342.45 |
| 9.2.6.4 | Coordinated Installation without Cooperative Testing | | | |
| | First Loop | | | \$154.12 |
| | Each Additional Analog Loop | | | \$122.23 |

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.)

[7] Deaveraged rates approved per Stipulated Agreement in Docket PU-314-97-12. Below is a breakdown of wire center per zone:

Zone 1- Fargo, Grand Forks, Bismarck, West Fargo, Jamestown, Williston, Wahpeton, Manden, Dickinson.

Zone 2- Valley City, Grafton, Mayville, Larimore, Lisbon, Casselton

Zone 3- Emerado, Pembina, Hatton, Belfield, Minto, Watford City, Hillsboro, Kindred, Thompson, Northwood, Gwinner, Reynolds, Gardner, Manvel, Fairmount, Wyndmere, Leonard, Alexander

EXHIBIT B TO ATTACHMENT 1

SERVICE INTERVAL TABLES

1.0 Unbundled Loops Service Interval Table:

(a.) Established Service Intervals for voice grade 2-wire and 4-wire analog Unbundled Loops:

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

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

| | | High Density | Low Density |
|----|-------------|---------------------|--------------------|
| 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 |

(c.) Established Service Intervals for DS3 capable Unbundled Loops:

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

2.0 Unbundled Dedicated Interoffice Transport Service Interval Table:

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|-----------------------|-------------------------|--|---|
| UDIT, UCCRE | | | |
| DS0 | 1 to 8 | High Density: Five (5) Business Days Low Density: Six (6) Business Days | 4 hrs. High Density 4 hrs. Low Density |
| | 9 to 16 | High Density: Six (6) Business Days Low Density: Seven (7) Business Days | 4 hrs. High Density 4 hrs. Low Density |
| | 17 to 24 | High Density: Seven (7) Business Days Low Density: Eight (8) Business Days | 4 hrs. High Density 4 hrs. Low Density |
| | 25 or more | ICB | ICB |
| DS1 | 1 to 8 | High Density: Five (5) Business Days Low Density: Eight (8) Business Days | 4 hrs High Density 4 hrs Low Density |
| | 9 to 16 | High Density: Six (6) Business Days Low Density: Nine (9) Business Days | 4 hrs High Density 4 hrs Low Density |
| | 17 to 24 | High Density: Seven (7) Business Days Low Density: Ten (10) Business Days | 4 hrs High Density 4 hrs Low Density |
| | 25 or more | ICB | 4 hrs |
| DS3 | 1 to 3 Circuits | High Density: Seven (7) Business Days Low Density: Nine (9) Business Days | 4 hrs High Density 4 HRS LOW DENSITY |
| | 4 or more Circuits | ICB | 4 hrs |
| OC3 and Higher | 1 or more Circuits | ICB | 4 hrs |
| Rearrangement | | | |
| UDIT DS0, DS1 | 1 to 24 Circuits | Five (5) Business Days | |
| | 25 or more Circuits | ICB | |
| UDIT DS3 | 1 to 24 Circuits | Seven (7) Business Days | |
| | 25 or more Circuits | ICB | |

3.0 Unbundled Local Switching Service Interval Table:

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|--|------------------|---|---|
| Unbundled Switching | | | |
| Unbundled Switching – Line Side Analog With Line Class Code (LCC) already supported in requested switch. | 1 to 8 | High Density: Five (5) Business Days Low Density: Six (6) Business Days | 24 hrs. High Density 24 HRS. LOW DENSITY |
| | 9-16 | High Density: Six (6) Business Days Low Density: Seven (7) Business Days | 24 hrs. High Density 24 hrs. Low Density |
| | 17 to 24 | High Density: Seven (7) Business Days Low Density: Eight (8) Business Days | 24 hrs. High Density 24 hrs. Low Density |
| | 25 or more | ICB | 24 hrs. |
| Unbundled Switching – Line Side Analog – Existing – Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.) | 1 to 19 | Two (2) Business Days | 24 hrs. OOS 48 hrs. AS |
| | 20 to 39 | Four (4) Business Days | 24 hrs. OOS 48 hrs. AS |
| | 40 or more | ICB | 24 hrs. OOS 48 hrs. AS |
| Unbundled Switching – Line Side Analog New Line Class Code (LCC) ordered through customized routing | | ICB | 24 hrs. |
| Unbundled Switching – BRI-ISDN Line-side Port. With a U S WEST standard configuration and Line Class Code (LCC) already supported in the requested switch | 1 to 3 Lines | High Density: Seven (7) Business Days Low Density: ICB | 24 hrs. High Density 24 hrs. Low Density |
| | 4 or more | ICB | 24 hrs. |

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|---|-------------------------|---|---|
| Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch | 1 to 3 Lines | High Density: Seventeen (17) Business Days (includes 10 days for complex translations.) Low Density: ICB | 24 hrs. High Density 24 hrs. Low Density |
| | 4 or more | ICB | 24 hrs. |
| Unbundled Switching – BRI-ISDN Line-side Port. Non supported Line Class Code (LCC) ordered through Customized Routing | | ICB | 24 hrs. |
| Unbundled Switching – DS1 Trunk Port | 1 to 8 Ports | High Density: Five (5) Business Days Low Density: Six (6) Business Days | 24 hrs. High Density 24 hrs. Low Density |
| | 9 to 16 Ports | High Density: Six (6) Business Days Low Density: Seven (7) Business Days | 24 hrs. High Density 24 hrs. Low Density |
| | 17 to 24 Ports | High Density: Seven (7) Business Days Low Density: Eight (8) Business Days | 24 hrs. High Density 24 hrs. Low Density |
| | 25 or more Ports | ICB | 24 hrs. |

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|--|------------------------------------|---------------------------------|---------------------------|
| Unbundled Switching – Message Trunk Groups <ul style="list-style-type: none"> • Translation questionnaire required • Routing to trunks is ordered separately as Customized Routing • DS1 trunk port & UDIT in place. | High Density 1 TO 24 | Seven (7) Business Days | 24 hrs. |
| | 25 TO 48 | Eight (8) Business Days | 24 hrs. |
| | 49 TO 72 | Ten (10) Business Days | 24 hrs. |
| | 73 TO 96 | Twelve (12) Business Days | 24 hrs. |
| | 97 TO 120 | Fourteen (14) Business Days | 24 hrs. |
| | 121 TO 144 | Fifteen (15) Business Days | 24 hrs. |
| | 145 TO 168 | Sixteen (16) Business Days | 24 hrs. |
| | 169 TO 240 | Eighteen (18) Business Days | 24 hrs. |
| | 241 OR MORE | ICB | 24 hrs. |
| | LOW DENSITY 1 to 24 | Eighteen (18) Business Days | 24 hrs. |
| | 25 TO 72 | Nineteen (19) Business Days | 24 hrs. |
| | 73 TO 120 | Twenty (20) Business Days | 24 hrs. |
| | 121 OR MORE | ICB | 24 hrs. |

| Product | Services Ordered | Installation Commitments | Repair Commitments |
|---|-------------------------|---|---|
| Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place | 1 TO 8 TRUNKS | High Density: Five (5) Business Days Low Density: Six (6) Business Days | 24 hrs. High Density 24 hrs. Low Density |
| | 9 TO 16 TRUNKS | High Density: Six (6) Business Days Low Density: Seven (7) Business Days | 24 hrs. High Density 24 hrs. Low Density |
| | 17 TO 24 TRUNKS | High Density: Seven (7) Business Days Low Density: Eight (8) Business Days | 24 hrs. High Density 24 hrs. Low Density |
| | 25 OR MORE TRUNKS | ICB | 24 hrs. |
| Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place | 1 TO 8 | High Density: Five (5) Business Days Low Density: Six (6) Business Days | 4 hrs. High Density 4 hrs. Low Density |
| | 9 TO 16 | High Density: Six (6) Business Days Low Density: Seven (7) Business Days | 4 hrs. High Density 4 hrs. Low Density |
| | 17 TO 24 | High Density: Seven (7) Business Days Low Density: Eight (8) Business Days | 4 hrs. High Density 4 hrs. Low Density |
| | 25 OR MORE | ICB | 4 hrs. |

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:
 Robert J Mc Millin
 New Edge Networks Inc
 3000 Columbia House Blvd Ste 106
 Vancouver Wa 98661-2969

2. Article Number (Copy from service label)
 7000 0520 0022 8654 2449

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) *Rhonda Chen* B. Date of Delivery *4-30-01*

C. Signature *Rhonda Chen* Agent Addressee

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

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

4. Restricted Delivery? (Extra Fee) Yes

102595-99-M-1789

PU-01-87; 01-91; 01-92; 01-93; 01-94

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Dan Kunitz
 PO Box 1695
 Bismarck ND 58502-1695

2. Article Number (Copy from service label)
 7000 0520 0022 8654 2425

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) *Al S. King* B. Date of Delivery *4-27-01*

C. Signature *Al S. King* Agent Addressee

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

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

4. Restricted Delivery? (Extra Fee) Yes

102595-99-M-1789

PU-2442-01-91

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:
 Robert J Mc Millin
 New Edge Networks Inc
 3000 Columbia House Blvd Ste 106
 Vancouver Wa 98661-2969

2. Article Number (Copy from service label)
 7000 0520 0022 8654 0797

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) *Rhonda Chen* B. Date of Delivery *3/19/01*

C. Signature *Rhonda Chen* Agent Addressee

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

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

4. Restricted Delivery? (Extra Fee) Yes

102595-99-M-1789