

# DIVIDER

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

PU-2463-01-421

Integra Telecom of North Dakota, Inc./Qwest Corpor  
Interconnection Agreement Amendment

Application

01

Filed 7/27/2001

Closed 9/24/2001

## DESCRIPTION

**Scott, Sandi L.**

---

**From:** Bauske, Shelly A.  
**Sent:** Friday, January 04, 2002 2:32 PM  
**To:** Scott, Sandi L.  
**Subject:** FW: Money Received.....

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

**From:** Bauske, Shelly A.  
**Sent:** Thursday, January 03, 2002 1:45 PM  
**To:** Geiger, Gloria A.  
**Subject:** Money Received.....

Case No. PU-2591-01-485  
CI2 Inc.  
\$100.14

Case No. PU-2482-01-459  
Phones for All (Preferred Carrier Services)  
\$100.14

Case No. PU-2463-01-421  
Integra Telecom  
\$71.53

Case No. PU-314-97-193  
Sprint  
\$599.66

Case No. PU-2517-01-524  
Sprint  
\$102.17

Case No. PU-2594-01-495  
Houlton Enterprises (Guaranteed Phone Service)  
\$102.17

Case No. PU-2057-01-395  
McLeodUSA  
\$71.53

**12 PU-2591-01-485** Pages: 0  
\$100.14 received  
by CI2, Inc./Qwest Corporation  
01/04/2002 CC: Comm Legal Illona Jerry .

**12 PU-2482-01-459** Pages: 0  
\$100.14  
by Preferred Carrier Services, Inc./Qwest Corporation  
01/04/2002 CC: Comm Legal Illona Jerry .

**12 PU-2463-01-421** Pages: 0  
\$71.53  
by Integra Telecom of North Dakota, Inc./Qwest Corp  
01/04/2002 CC: Comm Legal Illona Jerry .

**12 PU-2517-01-524** Pages: 0  
\$102.17 received  
by Sprint Communications Co. LP dba Sprint Communi  
01/04/2002 CC: Comm Legal Illona Jerry .

**13 PU-2594-01-495** Pages: 0  
\$102.17 received  
by Guaranteed Phone Service / Qwest Corporation  
01/04/2002 CC: Comm Legal Illona Jerry .

**12 PU-2057-01-395** Pages: 0  
\$71.53 received  
by McLeodUSA Telecommunications Services, Inc.  
01/04/2002 CC: Comm Legal Illona Jerry .

**Scott, Sandi L.**

---

**From:** Bauske, Shelly A.  
**Sent:** Friday, November 16, 2001 8:34 AM  
**To:** Scott, Sandi L.  
**Subject:** FW: Money Received.....

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

**From:** Geiger, Gloria A.  
**Sent:** Friday, November 16, 2001 7:24 AM  
**To:** Bauske, Shelly A.  
**Subject:** RE: Money Received.....

Here is the rest of it.

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

**From:** Bauske, Shelly A.  
**Sent:** Thursday, November 15, 2001 4:51 PM  
**To:** Geiger, Gloria A.  
**Subject:** Money Received.....

Case No. PU-314-97-193  
Dakota Central  
\$55.36

Case No. PU-314-97-193  
Qwest  
?  
\$520.33

Case No. PU-2441-01-420  
Qwest  
?  
71.52

**11 PU-2441-01-420** Pages: 0  
\$71.52 received  
by Qwest Corporation  
11/19/2001 CC: Comm Legal Illona Jerry .

Case No. PU-2057-01-395  
Qwest  
?  
71.52

**11 PU-2057-01-395** Pages: 0  
\$71.52 received  
by Qwest Corporation  
11/19/2001 CC: Comm Legal Illona Jerry .

Case No. PU-2463-01-421  
Qwest  
?  
71.53

**11 PU-2463-01-421** Pages: 0  
\$71.53 received  
by Qwest Corporation  
11/19/2001 CC: Comm Legal Illona Jerry .

Total Qwest Check: \$734.90

**APPROVED**

DATE: \_\_\_\_\_

11-7-01

RNF

MOTION

November 7, 2001

Integra Telecom of North Dakota, Inc./  
Qwest Corporation  
Interconnection Agreement Amendment  
Application,

Case No. PU-2463-01-421

I move the Commission bill Integra and Qwest Corporation for costs incurred to date in Case No. PU-2463-01-421, Integra Telecom of North Dakota, 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

November 7, 2001

Deborah Harwood  
Integra Telecom of North Dakota Inc  
19545 NW Von Neumann Dr Ste 200  
Beaverton OR 97006-6902

Dan Kuntz  
PO Box 1695  
Bismarck ND 58502-1695

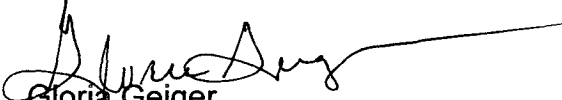
RE: Case No. PU-2463-01-421  
Integra Telecom of North Dakota, Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application

Enclosed is a copy of the statement approved at the November 7, 2001 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2463-01-421.

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

November 7, 2001

Integra Telecom of North Dakota, Inc./  
Qwest Corporation  
Interconnection Agreement Amendment  
Application

Case No. PU-2463-01-421

## Amount Due:

Integra .....	\$71.53
Qwest Corporation .....	\$71.53

## Expenses Incurred to Date:

Advertising Costs	\$143.06
-------------------	----------

## 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**

# Affidavit of Publication

State of North Dakota )  
County of Burleigh )

REC  
SEP 27 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:  
melead - Integra. 1 time(s)  
as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Signed: Laurie Thiel

Subscribed and sworn to before me this 29th day of August A.D. 2001.

Laurie Schaffer

LAURIE SCHAFFER  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires DEC. 1, 2005

9 PU-2057-01-395 Pages: 1  
Affidavit of Publication  
by North Dakota Advertising Service, Inc.  
09/28/2001 CC: Comm Legal Ilona Jerry

9 PU-2441-01-420 Pages: 1  
Affidavit of Publication  
by North Dakota Advertising Service, Inc.  
09/28/2001 CC: Comm Legal Ilona Jerry

9 PU-2579-01-415 Pages: 1  
Affidavit of Publication  
by North Dakota Advertising Service, Inc.  
09/28/2001 CC: Comm Legal Ilona Jerry

9 PU-2463-01-421 Pages: 1  
Affidavit of Publication  
by North Dakota Advertising Service, Inc.  
09/28/2001 CC: Comm Legal Ilona Jerry

# North Dakota Advertising Service, Inc.

1435 Interstate Loop • Bismarck, ND 58501-0567 • PHONE (701) 223-6397 • FAX (701) 223-8185 • www.ndna.com

## INVOICE

Date: 09/25/2001

Page: 1

To:

SEP 27 2001

JON H. MIELKE  
PUBLIC SERVICE COMMISSION  
STATE CAPITOL  
BISMARCK ND 58505

Client: Public Service Commission

Order: 01083PP0

Newspaper	Date	Inches	Page#	Rate	Amount
Bismarck Tribune	McLeod - I 08/15/2001	95.00	SPR2	0.61	57.95
Devils Lake Daily Journal	McLeod - I 08/15/2001	97.00	SPR2	0.57	55.29
Dickinson Press	McLeod - I 08/15/2001	1.00	[Special]	56.68	56.68
Fargo, The Forum	McLeod - I 08/20/2001	93.00	SPR2	0.73	67.89
Grand Forks Herald	McLeod - I 08/16/2001	94.00	SPR2	0.61	57.34
Jamestown Sun	McLeod - I 08/15/2001	1.00	[Special]	56.00	56.00
Minot Daily News	McLeod - I 08/15/2001	124.00	SPR2	0.42	52.08
Valley City Times-Record	McLeod - I 08/15/2001	1.00	[Special]	56.68	56.68
Wahpeton Daily News	McLeod - I 08/15/2001	1.00	[Special]	56.68	56.68
Williston Herald	McLeod - I 08/15/2001	1.00	[Special]	55.62	55.62
*** ADVERTISING TOTAL					572.21
*** TOTAL DUE					572.21

9 **PU-2057-01-395** Pages: 1  
Affidavit of Publication  
by North Dakota Advertising Service, Inc.  
09/28/2001 CC: Comm Legal Ilona Jerry.

9 **PU-2441-01-420** Pages: 1  
Affidavit of Publication  
by North Dakota Advertising Service, Inc.  
09/28/2001 CC: Comm Legal Ilona Jerry.

9 **PU-2579-01-415** Pages: 1  
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09/28/2001 CC: Comm Legal Ilona Jerry.

9 **PU-2463-01-421** Pages: 1  
Affidavit of Publication  
by North Dakota Advertising Service, Inc.  
09/28/2001 CC: Comm Legal Ilona Jerry.

This invoice is due and payable upon receipt. Unpaid items over 30 days from invoice date are subject to a finance charge. The finance charge is computed by a periodic rate of 1 3/4 percent per month (or a minimum charge of 50 cents for balances of under \$50), which is an annual percentage rate of 21 percent.  
Total unpaid balance may be paid at any time.

Please pay from this invoice — No statement will be sent. Return duplicate with remittance to North Dakota Advertising Service, Inc.

Notice Of Opportunity To File Written  
Comment

August 8, 2001

Case No. PU-2463-01-421

Bismarck	8-15
Devils Lake	8-15
Dickinson	8-15
Fargo	8-20
Grand Forks	8-16
Jamestown	8-15
Minot	8-15
Valley City	8-15
Wahpeton	8-15
Williston	8-15

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**McLeodUSA Telecommunications Services,  
Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2057-01-395**

**WWC Holding Co./West River  
Telecommunications Cooperative  
Interconnection Agreement  
Application**

**Case No. PU-2579-01-415**

**AT&T Communications of the Midwest,  
Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2441-01-420**

**Integra Telecom of North Dakota, Inc./Qwest  
Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2464-01-421**

**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 **20th day of September, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **seven** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

**Order**

The envelopes were addressed as follows:

Lauraine Harding  
McLeodUSA  
6400 C St SW  
Cedar Rapids IA 52406-3177  
**Cert. No. 7099 3220 0002 8481 1817**

Dan Kuntz  
P O Box 1695  
Bismarck ND 58502-1695

**Cert. No. 7099 3220 0002 8481 1824**

**8 PU-2463-01-421**

Pages: 2

Affidavit of Service

by Public Service Commission

09/20/2001

CC: Comm Legal Ilona Jerry .

Michael Bosh  
Pringle & Herigstad  
P O Box 1000  
Minot ND 58702-1000  
**Cert. No. 7099 3220 0002 8481 1831**

Albert Grosz  
West River Telecommunications Coop  
P O Box 467  
Hazen ND 58545  
**Cert. No. 7099 3220 0002 8481 1848**

Christine Schwartz  
AT&T Communications  
1875 Lawrence St Rm 10-74  
Denver CO 80202  
**Cert. No. 7099 3220 0002 8481 1855**

Deborah Harwood  
Integra Telecom of North Dakota Inc  
19545 NW Von Neumann Dr Ste 200  
Beaverton OR 97006-6902  
**Cert. No. 7099 3220 0002 8481 1862**

WWC Holding Co Inc  
Regulatory Department  
3650 131<sup>st</sup> Ave SE  
Bellevue WA 98006  
**Cert. No. 7099 3220 0002 8481 1879**

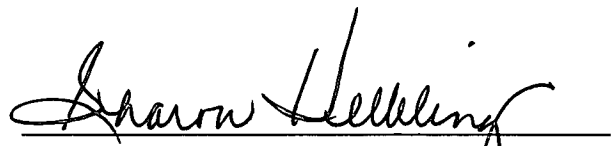
**Sharon Helbling** further deposes and says that on the **20th day of September, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

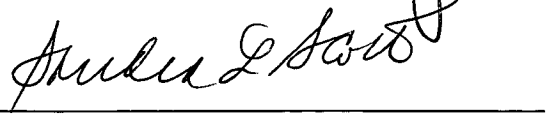
Scott Macintosh  
Qwest Corporation  
P O Box 5508  
Bismarck ND 58502-5508

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.

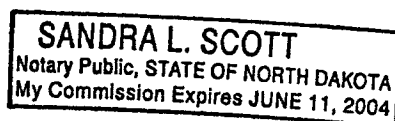
Subscribed and sworn to before me  
this **20th day of September, 2001**.





Notary Public

SEAL



**APPROVED**

**MOTION**

DATE: 9-19-01  
KME

**September 19, 2001**

**McLeodUSA Telecommunications Services,  
Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2057-01-395**

**WWC Holding Co./West River  
Telecommunications Cooperative  
Interconnection Agreement  
Application**

**Case No. PU-2579-01-415**

**AT&T Communications of the Midwest,  
Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2441-01-420**

**Integra Telecom of North Dakota, Inc./Qwest  
Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2464-01-421**

I move the Commission adopt the Order approving interconnection agreements and amendments in the captioned applications.

JRL/sdh

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**PU-2463-01-421**

Pages: 1

Motion

by Public Service Commission

09/19/2001

CC: Comm Legal Ilona Jerry

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**McLeodUSA Telecommunications Services,  
Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2057-01-395**

**WWC Holding Co., Inc./West River  
Telecommunications Cooperative  
Interconnection Agreement  
Application**

**Case No. PU-2579-01-415**

**AT&T Communications of the Midwest, Inc/Qwest  
Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2441-01-420**

**Integra Telecom of North Dakota, Inc./Qwest  
Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2463-01-421**

**ORDER**

**September 19, 2001**

On July 25, 2001, in Case No. PU-2057-01-395, Qwest Corporation Communications, Inc. (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc. This amendment sets forth rates, terms and conditions for Local Number Portability Managed Cuts, UDIT Rearrangement, UNE Combinations, Shared Transport and Customized Routing.

On July 31, 2001, in Case No. PU-2579-01-415, West River Telecommunications Cooperative filed an application for approval of a wireless interconnection agreement negotiated with WWC Holding Co., Inc. of Bellview, Washington. This agreement sets forth rates, terms and conditions for interconnection of facilities and exchange of traffic.

On July 27, 2001, in Case No. PU-2441-01-420, Qwest filed an application for approval of Amendment No. 3, negotiated to its interconnection agreement with AT&T Communications of the Midwest, Inc. This amendment enables blocking reports on interoffice trunk groups.

Also on July 27, 2001, in Case No. PU-2463-01-421, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with Integra Telecom of North Dakota, Inc. This amendment adds rates, terms and conditions for dark fiber.

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**PU-2463-01-421**

Pages: 2

Order approving interconnection  
agreement amendment  
by Public Service Commission

09/19/2001

CC: Comm Legal Illona Jerry

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.

On August 8, 2001, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until September 10, 2001. No comments have been received.

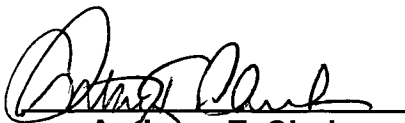
The Commission has reviewed the agreements and does not find them discriminatory against a telecommunications carrier that was not a party to the agreements. The Commission finds that implementation of the agreements is not inconsistent with the public interest, convenience and necessity.

### Order

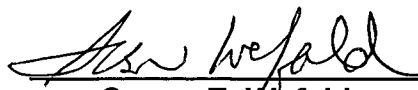
The Commission orders:

1. The captioned interconnection agreements and amendments are APPROVED.
2. The Commission retains continuing jurisdiction over the agreements at all times.
3. Notice of any changes to the agreements must be filed promptly with the Commission.
4. The agreements must not be assigned, assumed or otherwise transferred without the approval of the Commission.

### PUBLIC SERVICE COMMISSION



**Anthony T. Clark**  
Commissioner



**Susan E. Wefald**  
President



**Leo M. Reinbold**  
Commissioner

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

**McLeodUSA Telecommunications Services,  
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Application**

**Case No. PU-2464-01-421**

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

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

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**Notice of Opportunity to File Written Comments**

The envelopes were addressed as follows:

Lauraine Harding  
McLeodUSA  
6400 C St SW  
Cedar Rapids IA 52406-3177  
**Cert. No. 7000 0520 0022 8655 3544**

Dan Kuntz  
P O Box 1695  
Bismarck ND 58502-1695

**Cert. No. 7000 0520 0022 8655 3551**

**5**

**PU-2463-01-421**

Pages: 3

Affidavits of Service

by Public Service Commission

08/09/2001

CC: Comm Legal Ilona Jerry .

Michael Bosh  
Pringle & Herigstad  
P O Box 1000  
Minot ND 58702-1000  
**Cert. No. 7000 0520 0022 8655 3568**

Albert Grosz  
West River Telecommunications Coop  
P O Box 467  
Hazen ND 58545  
**Cert. No. 7000 0520 0022 8655 3575**

Christine Schwartz  
AT&T Communications  
1875 Lawrence St Rm 10-74  
Denver CO 80202  
**Cert. No. 7000 0520 0022 8655 3582**

Deborah Harwood  
Integra Telecom of North Dakota Inc  
19545 NW Von Neumann Dr Ste 200  
Beaverton OR 97006-6902  
**Cert. No. 7000 0520 0022 8655 3599**

WWC Holding Co Inc  
Regulatory Department  
3650 131<sup>st</sup> Ave SE  
Bellevue WA 98006  
**Cert. No. 7099 3220 0002 8481 1404**

**Sharon Helbling** further deposes and says that on the **9th day of August, 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.

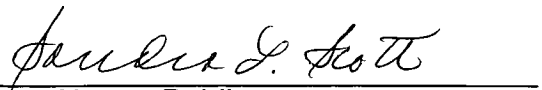
Scott Macintosh  
Qwest Corporation  
P O Box 5508  
Bismarck ND 58502-5508

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 **9th day of August, 2001**.





Notary Public

SEAL

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

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

McLeodUSA Telecommunications Services,  
Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application

Case No. PU-2057-01-395

WWC Holding Co./West River Telecommunications  
Cooperative  
Interconnection Agreement  
Application

Case No. PU-2579-01-415

AT&T Communications of the Midwest, Inc./Qwest  
Corporation  
Interconnection Agreement Amendment  
Application

Case No. PU-2441-01-420

Integra Telecom of North Dakota, Inc./Qwest  
Corporation  
Interconnection Agreement Amendment  
Application

Case No. PU-2464-01-421

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 **9th day of August, 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:

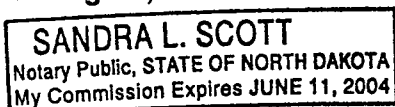
**Notice of Opportunity to File Written Comments**

The envelopes were addressed as follows:

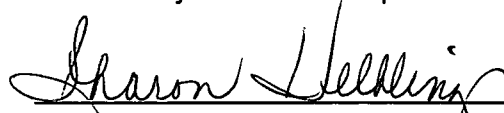
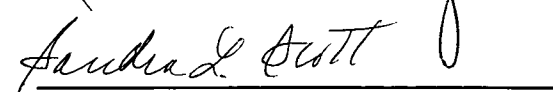
***See Attached List***

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

Subscribed and sworn to before me  
this **9th day of August, 2001**.



SEAL

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

mannawiz@pacbell.net  
Larry Manna  
Compuwiz  
1012 Industrial Blvd  
South Lake Tahoe CA 96150

hill@nccray n  
Bob Hill  
Skyland Technologies

bberkenpas@mcleodusa.com  
Barb Berkenpas

wbrudvik@ohnstadlaw.com  
William Brudvik

ruth.holder@teligent.com  
Ruth Holder

donlee@martin-associates.com  
Don Lee

lisestrom@dwt.com  
Lise Strom

eVulkan Inc  
1 River Ct Apt 1408  
Jersey City NJ 07310-2006

Local Telcom Holdings LLC  
485 Madison Ave 15th Fl  
New York NY 10022-5803

Global Telelink Services Inc  
1455 Old Alabama Rd Ste 100  
Roswell GA 30076-2134

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

John B Glicksman  
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**Helbling, Sharon D.**

**From:** Helbling, Sharon D.

**Sent:** Thursday, August 09, 2001 9:20 AM

**To:** ndna (E-mail)

**Subject:** Attached Notice of Opportunity to File Written Comments

Colleen  
North Dakota Newspaper Association

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 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



1.doc

**APPROVED**

**MOTION**

DATE: 8-8-01  
KMF

**August 8, 2001**

**McLeodUSA Telecommunications Services,  
Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2057-01-395**

**WWC Holding Co./West River  
Telecommunications Cooperative  
Interconnection Agreement  
Application**

**Case No. PU-2579-01-415**

**AT&T Communications of the Midwest,  
Inc./Qwest Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2441-01-420**

**Integra Telecom of North Dakota, Inc./Qwest  
Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2464-01-421**

I move the Commission issue a Notice of Opportunity to File Written Comments  
in the captioned applications for approval of interconnection agreements.

JRL/sdh

**3**

**PU-2463-01-421**

Pages: 1

Motion

by Public Service Commission

08/08/2001

CC: Comm Legal Ilona Jerry.

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

**McLeodUSA Telecommunications Services,  
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Interconnection Agreement Amendment  
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**Integra Telecom of North Dakota, Inc./Qwest  
Corporation  
Interconnection Agreement Amendment  
Application**

**Case No. PU-2463-01-421**

**NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS**

**August 8, 2001**

On July 25, 2001, in Case No. PU-2057-01-395, Qwest Corporation Communications, Inc. (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc. This amendment sets forth rates, terms and conditions for Local Number Portability Managed Cuts, UDIT Rearrangement, UNE Combinations, Shared Transport and Customized Routing.

On July 31, 2001, in Case No. PU-2579-01-415, West River Telecommunications Cooperative filed an application for approval of a wireless interconnection agreement negotiated with WWC Holding Co., Inc. of Bellview, Washington. This agreement sets forth rates, terms and conditions for interconnection of facilities and exchange of traffic.

On July 27, 2001, in Case No. PU-2441-01-420, Qwest filed an application for approval of Amendment No. 3, negotiated to its interconnection agreement with AT&T Communications of the Midwest, Inc. This amendment enables blocking reports on interoffice trunk groups.

Also on July 27, 2001, in Case No. PU-2463-01-421, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with Integra Telecom of North Dakota, Inc. This amendment adds rates, terms and conditions for dark fiber.

**2 PU-2463-01-421**

Pages: 2

Notice of Opportunity

by Public Service Commission

08/08/2001

CC: Comm Legal Ilona Jerry

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:

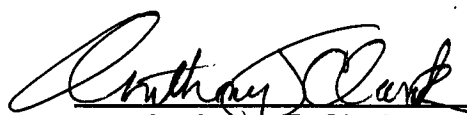
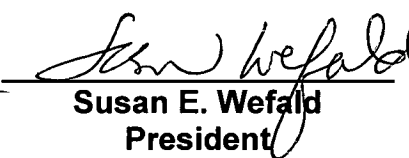

1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

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 September 10, 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**

		
<b>Anthony T. Clark</b> Commissioner	<b>Susan E. Wefald</b> President	<b>Leo M. Reinbold</b> Commissioner

ZUGER KIRMIS & SMITH

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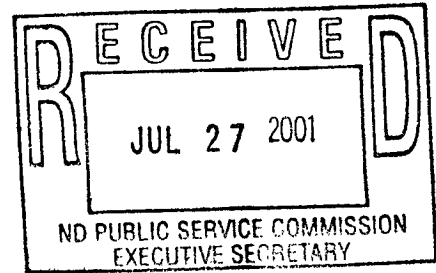
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1944-2001

Also licensed in  
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Montana/Illinois \*\*

^Certified Civil Trial Specialist  
National Board of Trial Advocacy

July 26, 2001



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

**Re: Amendment to the Interconnection Agreement Between Qwest Corporation and Integra Telecom of North Dakota, Inc.**

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of an Amendment to the Interconnection Agreement between Integra Telecom of North Dakota, Inc. and Qwest Corporation. The amendment sets forth terms and conditions for Dark Fiber. The document amends an interconnection agreement approved by the Commission on January 28, 2000 in Docket No. PU-173-00-11. The Interconnection Agreement was formerly between InfoTel Communications and U S WEST Communications which was approved by the Public Service Commission on September 29, 1997 in Docket No. PU-1753-97-532. The contact person for Integra Telecom of North Dakota, Inc. is Ms. Deborah Harwood, Integra Telcom, Inc., 19545 NW Von Neumann Drive, Suite 200, Beaverton, OR 97006-6902.

Also enclosed is an extra copy of 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,

Daniel S. Kuntz

Enclosures

c: Scott Macintosh w/enc.  
Debra Hartl wo/enc.  
Deborah Harwood wo/enc.

1

PU-2463-01-421

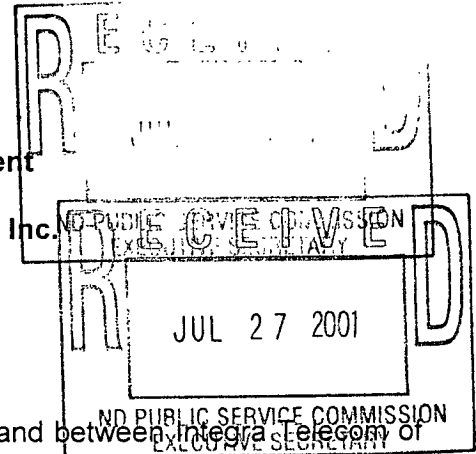
Pages: 13

Interconnection Agreement Amendment  
filing  
by Integra Telecom of North Dakota, Inc./Qwest Corp

07/27/2001

CC: Comm Legal Ilona Jerry .

**Amendment for  
Dark Fiber  
to the Interconnection Agreement  
between  
Integra Telecom of North Dakota, Inc.  
and  
Qwest Corporation  
for the State of North Dakota**



This Amendment ("Amendment") is made and entered into by and between Integra Telecom of North Dakota, Inc. ("CLEC"), an Oregon corporation, and Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation. The service(s) described in this Amendment shall be provided in the state of North Dakota.

**RECITALS**

WHEREAS, InfoTel Communications (InfoTel) and Qwest Corporation (f/k/a U S WEST Communications, Inc.) entered into an Interconnection Agreement, for service in the state of North Dakota, that was approved by the North Dakota Public Service Commission ("Commission") on September 29, 1997, Case No. PU-1753-97-532 ("Agreement"); and

WHEREAS, on January 28, 2000 the Commission approved the assignment of InfoTel's Interconnection Agreement to Integra Telecom of Minnesota, Inc. (Integra), in Case No. PU-1753-00-11. Integra is the survivor of a corporate merger with InfoTel and will assume the business operations of InfoTel in North Dakota, as detailed in Case No. PU-2199-99-518; 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.**

This Amendment is made in order to add terms, conditions and rates for Dark Fiber to the Agreement, as set forth in Attachment 1 and Exhibits A and B, to this Amendment, attached hereto and incorporated herein.

**2. Effective Date.**

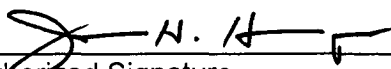
This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. 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 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.

**Integra Telecom of North Dakota, Inc.**

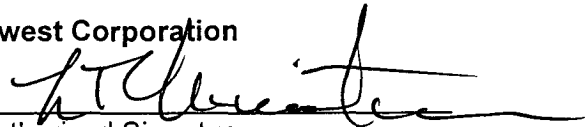
  
\_\_\_\_\_  
Authorized Signature

James H. Huessen  
Name Printed/Typed

COO; President  
Title

July 2, 2001  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature

L. T. Christensen  
Name Printed/Typed

Director - Business Policy  
Title

7/3/01  
Date

## **1.0 Unbundled Dark Fiber**

### **1.1 Description**

1.1.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an end user customer premises in the same LATA and state. UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an deployed route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes a deployed loop or section of a deployed loop between a Qwest Wire Center and an end-user customer premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a CLEC Wire Center. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provided access to another person or entity.

### **1.2 Terms and Conditions**

1.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance within this Section. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own end user customers.

1.2.2 Reserved for Future Use.

1.2.3 Qwest will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span.

1.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of two (2) strands (by the pair). In addition, after May 31, 2001, Qwest will provide UDF to CLEC in increments of one (1) strand. CLEC may obtain up to twenty five percent (25%) of available dark fibers or four (4) dark fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of loop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. Efficient use of E-UDF is defined as providing a minimum of OC -3 termination on each fiber pair. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or 2 strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

1.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following

circumstances:

1.2.5.1 Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

1.2.5.2 Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) calendar days of denying CLEC's request (by written notice) to unbundle dark fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, during the pendency of the proceeding before the Commission. If Qwest fails to initiate such proceeding within such seven (7) day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and provisioning processes of this Section shall continue.

1.2.6 Qwest will provide CLEC with access to the deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC of the availability of single-mode and multi-mode fiber.

1.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.

1.2.8 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

1.2.9 CLEC shall not use UDF as a substitute for special or switched access services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.

1.2.10 Upon thirty (30) calendar days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving end user customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement during the pendency of the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to end user customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or 2 strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this

paragraph.

1.2.11 Reserved for Future Use.

1.2.12 CLEC must have established Collocation or other technically feasible means of network demarcation pursuant to this Section at both terminating points of the UDF-IOF or at the Serving Wire Center of either the UDF-Loop or the E – UDF unless loop and transport combinations are ordered. Qwest will provide fiber cross connects at the serving Wire Center to connect UDF-Loop or E-UDF with the UDF-IOF if such elements are ordered in combination. No Collocation is required in intermediate Central Offices within a UDF or at Central Offices where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate Central Offices.

1.2.12.1. CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in this Section.

1.2.13 For UDF-Loop, CLEC is responsible for all work activities at the end-user premises. All negotiations with the premises end-user and or premises owner are solely the responsibility of CLEC.

1.2.14 For a UDF-Loop terminating at an existing end-user premises FDP, Qwest will provide to CLEC an optical "jumper", not to exceed 30 feet in length, connected to the Qwest UDF-Loop FDP.

1.2.15 The Remote Collocation provisions of the Agreement apply where CLEC needs to gain access to UDF at an outside plant structure.

1.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network demarcation point.

1.2.17 Qwest and CLEC will jointly participate in continuity testing within the provisioning interval established in Exhibit B. Qwest and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

1.2.17.1 UDF-IOF: Qwest and CLEC shall mutually agree on the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC must provide light generating equipment.

1.2.17.2 UDF-Loop: Qwest will provide the light detector at the serving Wire Center, and CLEC will provide the light generating equipment at the appropriate outside plant structure or end-user customer premises.

1.2.17.3 E-UDF: Qwest will provide the light detector at the serving Wire Center, and CLEC will provide the light generating equipment at the CLEC Wire Center.

1.2.18 If, within ten (10) days of the date Qwest provisioned an order for UDF,

CLEC demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross-connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional non-recurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, then Qwest will refund the non-recurring charges associated with the provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

1.2.19 Qwest shall allow CLEC's to access UDF loops, or sections of UDF loops, at accessible terminals including FDPS or equivalent in the Central Office, customer premises or at Qwest owned outside plant location (e.g CEV, RT or hut).

1.2.20 Qwest shall allow CLEC to access Dark Fiber that is a part of a meet point arrangement between Qwest and another local exchange carrier if CLEC has an Interconnection agreement containing access to Dark Fiber with the connecting local exchange carrier. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.

### **1.3 Ordering Processes**

Ordering processes and installation intervals are as follows:

1.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF between any two requested locations: between two (2) Qwest Wire Centers, between a Qwest Wire Center and an end user premises, or between a Qwest Wire Center and an appropriate outside plant structure, or a Qwest Wire Center and a CLEC Wire Center.

1.3.1.1 CLEC must submit a UDF inquiry through its account team. CLEC must specify the two (2) locations and the number of fibers requested.

1.3.1.2 Qwest will notify CLEC, within the interval set forth in Exhibit B of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's request pursuant to this Section, Qwest shall provide written notice of denials pursuant to (iii) above.

1.3.1.3 If there is UDF available, the UDF Inquiry Response will contain up to five (5) available UDF routes between CLEC-specified end locations. If additional routes are available, Qwest will notify CLEC that such additional routes exist and negotiate how that additional information will be made available.

1.3.2 CLEC will establish network demarcation points to accommodate UDF

optical terminations via Collocation or other technically feasible means or network demarcation pursuant to this Section. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Carrier Facility Assignment) for its network demarcation points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF provisioning order upon receipt of the UDF provisioning request. If the preliminary APOT address is changed by CLEC, a new provisioning time line for UDF must be established.

1.3.3 Based on the CLEC request (UDF-Loop, UDF-IOF or E -UDF), there are two (2) possible termination scenarios.

**1.3.3.1 Termination at an Outside Plant Structure:** If CLEC requests UDF-Loop going to an outside plant structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the Remote Collocation provisions of this Agreement will apply. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit B. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance with Exhibit B.

1.3.3.2 Reserved for Future Use

**1.3.3.3 Termination at Qwest Wire Center, End-user Premises or CLEC Wire Center:** If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF-IOF, UDF-Loop going to an end-user premises, or E-UDF going to a CLEC Wire Center, Qwest will begin the provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit B. CLEC will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

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

1.3.5 CLEC may reserve dark fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to this Section and receive a UDF Inquiry Response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a Field Verification that the route to be reserved is available. If CLEC does not obtain Field Verification, CLEC assumes the risk that records upon which the UDF Inquiry Response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) days. CLEC may extend or renew reservations if there is delay in completion of the Collocation build. All applicable UDF recurring charges specified in this Section will be assessed at the commencement of the reservation. Non-recurring charges for provisioning and cross connects will be

assessed at the time of installation.

#### **1.4 Maintenance and Repair**

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

1.4.2. If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross-connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

#### **1.5 Rate Elements**

1.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:

1.5.1.1 Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. A simple IRI determines if UDF is available between two Qwest Wire Centers or between a Qwest Wire Center and Qwest customer premises. A complex IRI determines if UDF is available between a Qwest Wire Center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

1.5.1.2 Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers or an end-user premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for thirty (30) calendar days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and customer premises (i.e., IRI). If FVQP is applicable pursuant to this Section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Field Verification charge assessed in the context of the reservation.

1.5.1.3 Field Verification. This rate element is a work effort performed at CLEC's option before placing a request to reserve UDF to verify the availability of UDF that CLEC desires to reserve.

1.5.2 The following rate elements are used once the availability of UDF has been established and CLEC chooses to access UDF.

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

1.5.2.1.1 UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.

1.5.2.1.2 UDF-IOF Fiber Transport, (Per Pair) Rate Element. This rate element has both a recurring and a non-recurring component and applies per pair. This rate element provides a transmission path between Qwest Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

1.5.2.1.3 UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical demarcation point (ICDF). A minimum of two UDF-IOF fiber cross-connects apply per pair. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point. The non-recurring rate will not be charged for cross-connects already in place prior to CLEC's order for UDF-IOF.

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

1.5.2.2.1 UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at either the customer premises or an appropriate outside plant structure. Two UDF-Loop terminations apply per pair.

1.5.2.2.2 UDF-Loop Fiber (Per Pair) Rate Element. This rate element has both a recurring and a non-recurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and either the customer premises or an appropriate outside plant structure.

1.5.2.2.3 UDF-Loop Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The non-recurring rate will not be charged for cross-connects already in place prior to CLEC's order for UDF-Loop.

#### 1.5.2.3 Extended Unbundled Dark Fiber Rate Elements

1.5.2.3.1 E-UDF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at the CLEC Wire Center. Two E-UDF terminations apply per pair.

1.5.2.3.2 E-UDF Fiber (Per Pair) Rate Element. This rate element has both a recurring and a non-recurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and the CLEC Wire Center.

1.5.2.3.3 E-UDF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The non-recurring rate will not be charged for cross-connects already in place prior to CLEC's order for E-UDF.

Exhibit A  
North Dakota

Amendment		
	Recurring	Non-Recurring
<b>1.0 Unbundled Dark Fiber (UDF)</b>		
1.1 Single Strand Increments (Available May 31, 2001)	Under Development	Under Development
1.2 Initial Records Inquiry (IRI)		
Simple		\$156.08
Complex		\$199.01
1.3 Field Verification and Quote Preparation (FVQP)		\$1,453.55
1.4 Field Verification		Under Development
1.5 UDF-IOF Charges		
Order Charge per 1st Pair or Strand /Route/Order		\$551.57
Order Charge each. Addl. Pair or Strand/Same Route		\$275.97
Termination, Fixed Per Pair/Office	\$8.49	
Fiber Transport, per Mile/Pair	\$81.90	
Fiber Cross-Connect Per Pair/Office	\$4.71	\$21.10
1.6 UDF-Loop Charges		
Order Charge per 1st Pair or Strand /Route/Order		\$551.57
Order Charge each. Addl. Pair or Strand/Same Route		\$275.97
Termination, Fixed Per Pair/Office	\$8.04	
Termination, Fixed Per Pair/Prem	\$7.06	
Fiber Loop, per Route/Per Pr	\$103.22	
Fiber Cross-Connect Per Pair/Office	\$4.71	\$21.10
1.7 Extended Unbundled Dark Fiber (E-UDF)		
Order Charge per 1st Pair or Strand /Route/Order		\$551.57
Order Charge each. Addl. Pair or Strand/Same Route		\$275.97
Termination, Fixed Per Pair/Office	\$8.04	
Termination Fixed Per Pair/Prem.	\$7.06	
Fiber Transport, per Route/Per Pr.	\$103.22	
Fiber Cross-Connect Per Pair/Office	\$4.71	\$21.10

**EXHIBIT B  
SERVICE INTERVALS**

**1.0 Unbundled Dark Fiber Interval Table:**

<b>Product</b>	<b>Activity/ Features</b>	<b>Services Ordered</b>	<b>FOC Guidelines</b>	<b>Installation Guidelines</b>	<b>Repair Guidelines</b>
<b>Dark Fiber</b>					
<b>Initial Records Inquiry (IRI) (simple &amp; complex)</b>			N/A	Ten (10) Business Days	N/A
<b>Field Verification And Quote Preparation (FVOP)</b>			N/A	Twenty (20) Business Days	N/A
<b>Provisioning (non- FVOP requests)</b>			N/A	Twenty (20) Business Days	
<b>OC3 and Higher</b>			N/A	ICB	

PU-2057-01-325; P7-2464-01-421; PU-2464-01-420

**SENDER: COMPLETE THIS SECTION**

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

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) *Lucretia L. ...* B. Date of Delivery *8-10-01*

C. Signature *[Signature]*  Agent  Addressee

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

2. Article Number (Copy from service label)  
 7000 0520 0022 8655 3551

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

PU-2464-01-421

**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:  
 Deborah Harwood  
 Integra Telecom of ND  
 19545 NW Von Neumann Dr  
 Beaverton OR 97006-6902 <sup>Ste 200</sup>

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) *Jenni Scott* B. Date of Delivery *9/24/01*

C. Signature *[Signature]*  Agent  Addressee

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

2. Article Number (Copy from service label)  
 7099 3220 0002 8481 1862

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PU-2464-01-421

**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:  
 Deborah Harwood  
 Integra Telecom of ND Inc  
 19545 NW Von Neumann Dr  
 Beaverton Or 97006-6902 <sup>Ste 200</sup>

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) *SDaniel* B. Date of Delivery *8-14*

C. Signature *[Signature]*  Agent  Addressee

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

2. Article Number (Copy from service label)

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