

DIVIDER

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

PU-2745-02-382

Midcontinent Communications/Qwest Corporation
Interconnection Agreement Amendment

Application

02

Filed 7/26/2002

Closed 10/14/2002

DESCRIPTION

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, October 28, 2002 1:34 PM
To: Scott, Sandi L.
Subject: FW: Money Received.....

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

From: Bauske, Shelly A.
Sent: Monday, October 28, 2002 12:37 PM
To: Geiger, Gloria A.
Subject: Money Received.....

Case No. PU-2757-02-404
West River Telecommunications
\$18.69

Case No. PU-2745-02-382
Midcontinent Communications
\$18.70

12 **PU-2745-02-382** Pages: 0
\$18.70 received
by Midcontinent Communications
10/29/2002 CC: Comm Legal Ilona Jerry .

11 **PU-2757-02-404** Pages: 0
\$18.69 received
by West River Telecommunications Cooperative
10/29/2002 CC: Comm Legal Ilona Jerry .

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Interconnection Agreement Amendments

1-800-RECONEX, Inc./Qwest Corporation	Case No. PU-2469-02-339
Integra Telecom of North Dakota, Inc./Qwest Corporation	Case No. PU-2463-02-340
Midcontinent Communications, Inc./Qwest Corporation	Case No. PU-2745-02-382 ✓
VAL-ED Joint Venture, L.L.P./Qwest Corporation	Case No. PU-2746-02-383

Interconnection Agreements

Cellco Partnership/Reservation Telephone Cooperative	Case No. PU-2749-02-396
Cellco Partnership/North Dakota Telephone Company	Case No. PU-2750-02-397
Cellco Partnership/BEK Communications Cooperative	Case No. PU-2751-02-398
Cellco Partnership/Consolidated Telecom	Case No. PU-2752-02-399
Cellco Partnership/Griggs County Telephone Co.	Case No. PU-2753-02-400
Cellco Partnership/Inter-Community Telephone Company, L.L.C.	Case No. PU-2754-02-401
Cellco Partnership/Moore and Liberty Telephone Company	Case No. PU-2755-02-402
Cellco Partnership/Northwest Communications Cooperative, A Cooperative Association	Case No. PU-2756-02-403
Cellco Partnership/West River Telecommunications Cooperative	Case No. PU-2757-02-404
Cellco Partnership/Dakota Central Telecommunications Cooperative	Case No. PU-2758-02-405
Cellco Partnership/Dakota Central Telecom I	Case No. PU-2759-02-406
Cellco Partnership/Dickey Rural Communications, Inc.	Case No. PU-2760-02-407
Cellco Partnership/Dickey Rural Telephone Cooperative	Case No. PU-2761-02-408
Cellco Partnership/Midstate Communications, Inc.	Case No. PU-2762-02-409

Cellco Partnership/Midstate Telephone Company	Case No. PU-2763-02-410
Cellco Partnership/Polar Telecommunications, Inc.	Case No. PU-2764-02-411
Cellco Partnership/Polar Communications Mutual Aid Corporation	Case No. PU-2765-02-412
Cellco Partnership/Red River Telecom, Inc.	Case No. PU-2766-02-413
<i>Cellco Partnership/Red River Rural Telephone Association</i>	Case No. PU-2767-02-414
Cellco Partnership/Turtle Mountain Communications, Inc.	Case No. PU-2768-02-415
Cellco Partnership/United Telephone Mutual Aid Corporation	Case No. PU-2769-02-416

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **11th day of October, 2002**, 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:

Order

The envelopes were addressed as follows:

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7001 1940 0005 3426 5429

Karen Johnson
Integra Telecom Inc
19545 NW Von Neumann Dr Ste 200
Beaverton OR 97006
Cert. No. 7001 1940 0005 3426 5443

James Walter
VAL-ED Joint Venture L L P
702 Main Ave
Moorhead MN 56560
Cert. No. 7001 1940 0005 3426 5467

William E Braun
1-800-RECONEX, Inc.
2500 Industrial Ave
Hubbard OR 97032

Cert. No. 7001 1940 0005 3426 5436

Tom Simmons
Midcontinent Communications Inc
5001 W 41st St
Sioux Falls SD 57106
Cert. No. 7001 1940 0005 3426 5450

Don Negaard
Pringle & Herigstad
P O Box 1000
Minot ND 58702-1000
Cert. No. 7001 1940 0005 3426 5474

Sharon Helbling further deposes and says that on the **11th day of October, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **17** 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

Royce S Aslakson
Reservation Telephone Cooperative
P O Box 68
Parshall ND 58770

Dave Dircks
North Dakota Telephone Company
P O Box 180
Devils Lake ND 58301-0180

Jerome Tishmack
BEK Communications Cooperative
P O Box 230
Steele ND 58482-0230

L Dan Wilhelmson
Consolidated Telcom
P O Box 1408
Dickinson ND 58602-1408

Ray Brown
Griggs County Telephone Co.
P O Box 506
Cooperstown ND 58425-0506

Ray Brown
Moore and Liberty Telephone Company
P O Box 66
Enderlin ND 58027

Keith Anderson
Inter-Community Telephone Company L.L.C.
P O Box 8
Nome ND 58062

Kenneth Lund Jr
Northwest Communications Cooperative
P O Box 38
Ray ND 58849-0038

Albert Grosz
West River Telecommunications Cooperative
P O Box 467
Hazen ND 58545-0467

Keith Larson
Dakota Central Telecommunications Coop
Dakota Central Telecom I
P O Box 299
Carrington ND 58421-0299

Darren Moser
Dickey Rural Telephone Cooperative
Dickey Rural Communications Inc
P O Box 69
Ellendale ND 58436-0069

Mark Wilhelmi
Midstate Telephone Company
Midstate Communications Inc
P O Box 400
Stanley ND 58784

David Dunning
Polar Communications Mut Aid Corp
Polar Telecommunications Inc
P O Box 270
Park River ND 58270

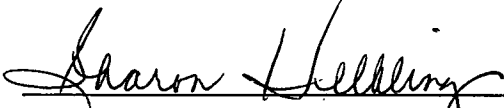
Ardon M Doran
Red River Rural Telephone Assoc
Red River Telecom Inc
P O Box 136
Abercrombie ND 58001


Kenneth Carlson
United Telephone Mut Aid Corp
Turtle Mountain Communications Inc
P O Box 729
Langdon ND 58249-0729

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

Subscribed and sworn to before me
this **11th day of October, 2002.**

SEAL





Notary Public

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

MOTION

October 10, 2002

APPROVED

DATE: 10-10-02
KMF

Interconnection Agreement Amendments:

1-800-RECONEX, Inc./Qwest Corporation	Case No. PU-2469-02-339
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VAL-ED Joint Venture, L.L.P./Qwest Corporation	Case No. PU-2746-02-383

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Cellco Partnership/Dakota Central Telecom I	Case No. PU-2759-02-406
Cellco Partnership/Dickey Rural Communications, Inc.	Case No. PU-2760-02-407
Cellco Partnership/Dickey Rural Telephone Cooperative	Case No. PU-2761-02-408

Cellco Partnership/Midstate Communications, Inc.	Case No. PU-2762-02-409
Cellco Partnership/Midstate Telephone Company	Case No. PU-2763-02-410
Cellco Partnership/Polar Telecommunications, Inc.	Case No. PU-2764-02-411
Cellco Partnership/Polar Communications Mutual Aid Corporation	Case No. PU-2765-02-412
Cellco Partnership/Red River Telecom, Inc.	Case No. PU-2766-02-413
Cellco Partnership/Red River Rural Telephone Association	Case No. PU-2767-02-414
Cellco Partnership/Turtle Mountain Communications, Inc.	Case No. PU-2768-02-415
Cellco Partnership/United Telephone Mutual Aid Corporation	Case No. PU-2769-02-416

I move the Commission adopt the Order approving the captioned interconnection agreements.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

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Cellco Partnership/United Telephone Mutual Aid Corporation	Case No. PU-2769-02-416

ORDER

October 10, 2002

On July 12, 2002, Qwest Corporation (Qwest) filed an application for approval of amendments negotiated to its interconnection agreements with 1-800-RECONEX, Inc. of Hubbard, Oregon, Case No. PU-2469-02-339; and Integra Telecom of North Dakota, Inc., Case No. PU-2463-02-340. On July 26, 2002, Qwest filed for approval of an amendment negotiated to its interconnection agreement with Midcontinent Communications, Inc. of Sioux Falls, SD, Case No. PU-2745-02-382. These amendments set forth rates, terms and conditions for unbundled network element combinations.

Also on July 26, 2002, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with VAL-ED Joint Venture, L.L.P. of Moorhead, MN, Case No. PU-2746-02-383. This amendment sets forth rates, terms and conditions for unbundled dark fiber.

On August 2, 2002, applications were filed for approval of the remaining 21 captioned interconnection agreements. These agreements were negotiated between Cellco Partnership d/b/a Verizon Wireless and various North Dakota telephone service providers as indicated. These agreements set forth rates, terms and conditions for specific interconnection and reciprocal compensation arrangements between the parties.

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 16, 2002, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until September 17, 2002. 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

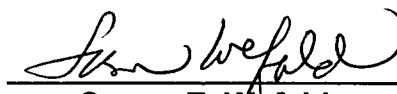
The Commission orders:

1. The captioned interconnection agreements 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

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, October 07, 2002 2:34 PM
To: Scott, Sandi L.
Subject: FW: Money Received.....

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

From: Geiger, Gloria A.
Sent: Monday, October 07, 2002 2:03 PM
To: Bauske, Shelly A.
Cc: Geiger, Gloria A.
Subject: RE: Money Received.....

7700 8503 248 22339 for all amounts

Gloria Geiger
North Dakota Public Service Commission
600 E Boulevard 13th Floor Dept 408
Bismarck, ND 58505-0480
701-328-2401
fax 701-328-2133
gag@psc.state.nd.us

8 **PU-2746-02-383** Pages: 0
\$18.69 received
by Qwest Corporation
10/07/2002 CC: Comm Legal Ilona Jerry .

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

From: Bauske, Shelly A.
Sent: Friday, October 04, 2002 1:01 PM
To: Geiger, Gloria A.
Subject: Money Received.....

✓ 8 **PU-2745-02-382** Pages: 0
\$18.69 received
by Qwest Corporation
10/07/2002 CC: Comm Legal Ilona Jerry .

Case No. PU-2746-02-383
Qwest
? \$18.69

8 **PU-2463-02-340** Pages: 0
\$18.70 received
by Qwest Corporation
10/07/2002 CC: Comm Legal Ilona Jerry .

Case No. PU-2745-02-382
Qwest
? \$18.69

8 **PU-2469-02-339** Pages: 0
\$18.70 received
by Qwest Corporation
10/07/2002 CC: Comm Legal Ilona Jerry .

Case No. PU-2463-02-340
Qwest
? \$18.70

8 **PU-2761-02-408** Pages: 0
\$18.69 received
by Cellco Partnership/Dickey Rural Telephone Cooper
10/07/2002 CC: Comm Legal Ilona Jerry .

Case No. PU-2469-02-339
Qwest
? \$18.70

Total Qwest: \$74.78

8 **PU-2760-02-407** Pages: 0
\$18.69 received
by Cellco Partnership/Dickey Rural Communications, I
10/07/2002 CC: Comm Legal Ilona Jerry .

Case No. PU-2761-02-408
Dickey Rural Telephone
\$18.69

Case No. PU-2760-02-407
Dickey Rural Communications
\$18.69

APPROVED

DATE: 9-25-02
KMF

MOTION

September 25, 2002

Midcontinent Communications, Inc./
Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2745-02-382

I move the Commission bill Midcontinent Communications, Inc. and Qwest Corporation for costs incurred to date in Case No. PU-2745-02-382, Midcontinent Communications, Inc./Qwest Corporation, Interconnection Agreement Amendment, Application.

7

PU-2745-02-382

Pages: 3

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

09/25/2002

CC: Comm Legal Ilona Jerry .



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

September 25, 2002

Tom Simmons
Midcontinent Communications Inc
5001 W 41st St
Sioux Falls SD 57106

Dan Kuntz
PO Box 1695
Bismarck ND 58502-1695

RE: Case No. PU-2745-02-382
Midcontinent Communications, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Enclosed is a copy of the statement approved at the September 25, 2002
Public Service Commission meeting for the expenses incurred to date in Case
No. PU-2745-02-382.

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

September 25, 2002

Midcontinent Communications, Inc./
Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2745-02-382

Bill To:

Midcontinent Communications, Inc.	\$18.70
Qwest Corporation	\$18.69

Expenses Incurred to Date:

Advertising Costs	\$37.39
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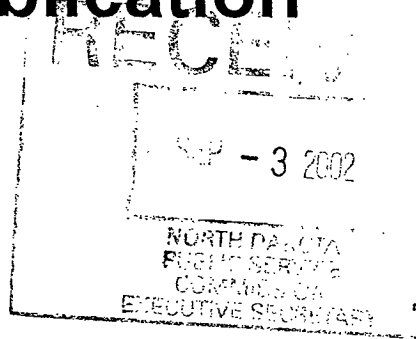
Send Payment and a Copy of this Statement To:

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)



Laune Thiel

, being duly sworn, state as follows:

- I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
- The newspapers listed on the exhibits published the advertisement of:
Qwest, 1 time(s)
 as required by law or ordinance.
- All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Signed: [Signature]

Subscribed and sworn to before me this 30th day of August A.D. 2002.

[Signature: Laurie Schaffer]

6	PU-2469-02-339	6	PU-2755-02-402	6	PU-2765-02-412	Pages: 1
6	PU-2463-02-340	6	PU-2756-02-403	6	PU-2766-02-413	Pages: 1
6	PU-2745-02-382	6	PU-2757-02-404	6	PU-2767-02-414	Pages: 1
6	PU-2746-02-383	6	PU-2758-02-405	6	PU-2768-02-415	Pages: 1
6	PU-2749-02-396	6	PU-2759-02-406	6	PU-2769-02-416	Pages: 1
6	PU-2750-02-397	6	PU-2760-02-407	Affidavit of Publication		
6	PU-2751-02-398	6	PU-2761-02-408	by North Dakota Advertising Service, Inc.		
6	PU-2752-02-399	6	PU-2762-02-409	09/03/2002 CC: Comm Legal Ilona Jerry		
6	PU-2753-02-400	6	PU-2763-02-410			
6	PU-2754-02-401	6	PU-2764-02-411			

North Dakota Advertising Service, Inc.

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

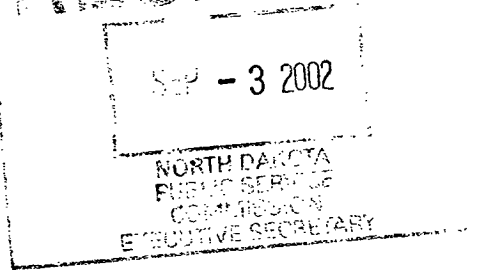
INVOICE

Date: 08/30/2002

Page: 1

To:

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



Client: Public Service Commission

Order: 02084PP0

Newspaper	Date	Inches	Page#	Rate	Amount
Bismarck Tribune	Qwest... C 08/23/2002	1.00	[Special]	93.44	93.44
Devils Lake Daily Journal	Qwest... C 08/23/2002	1.00	[Special]	94.50	94.50
Dickinson Press	Qwest... C 08/23/2002	1.00	[Special]	90.63	90.63
Fargo, The Forum	Qwest... C 08/26/2002	1.00	[Special]	86.62	86.62
Grand Forks Herald	Qwest... C 08/22/2002	1.00	[Special]	102.81	102.81
Jamestown Sun	Qwest... C 08/23/2002	1.00	[Special]	90.18	90.18
Minot Daily News	Qwest... C 08/23/2002	189.00	[Special]	102.06	19289.34
Valley City Times-Record	Qwest... C 08/23/2002	1.00	[Special]	90.63	90.63
Wahpeton Daily News	Qwest... C 08/23/2002	1.00	[Special]	88.74	88.74
Williston Herald	Qwest... C 08/23/2002	1.00	[Special]	95.16	95.16

6	PU-2469-02-339	Pages: 1	*** ADVERTISING TOTAL	20122.05	
6	PU-2463-02-340	Pages: 1	*** TOTAL DUE	20122.05	
6	PU-2745-02-382	Pages: 1	6	PU-2759-02-406	Pages: 1
6	PU-2746-02-383	Pages: 1	6	PU-2760-02-407	Pages: 1
6	PU-2749-02-396	Pages: 1	6	PU-2761-02-408	Pages: 1
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6	PU-2757-02-404	Pages: 1	6	PU-2769-02-416	Pages: 1
6	PU-2758-02-405	Pages: 1	Affidavit of Publication		

Affidavit of Publication

by North Dakota Advertising Service, Inc.

09/03/2002

CC: Comm Legal Ilona Jerry .

mit
ntsf

09/03/2002

CC: Comm Legal Ilona Jerry .

periodic rate

and balance may be paid at any time.

t. Return duplicate with remittance to North Dakota Advertising Service, Inc.

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

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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 **19th day of August, 2002**, 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. 7001 1940 0005 3426 9175

William E Braun
1-800-RECONEX, Inc.
2500 Industrial Ave
Hubbard OR 97032

Cert. No. 7001 1940 0005 3426 9182

Karen Johnson
Integra Telecom Inc
19545 NW Von Neumann Dr Ste 200
Beaverton OR 97006

Cert. No. 7001 1940 0005 3426 9199

Tom Simmons
Midcontinent Communications Inc
5001 W 41st St
Sioux Falls SD 57106

Cert. No. 7001 1940 0005 3426 9267

James Walter
VAL-ED Joint Venture L L P
702 Main Ave
Moorhead MN 56560

Cert. No. 7001 1940 0005 3426 9274

Michael A Bosh
Pringle & Herigstad
P O Box 1000
Minot ND 58702-1000

Cert. No. 7001 1940 0005 3426 9366

Sharon Helbling further deposes and says that on the **19th day of August, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **17** 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

Royce S Aslakson
Reservation Telephone Cooperative
P O Box 68
Parshall ND 58770

Dave Dircks
North Dakota Telephone Company
P O Box 180
Devils Lake ND 58301-0180

Jerome Tishmack
BEK Communications Cooperative
P O Box 230
Steele ND 58482-0230

L Dan Wilhelmson
Consolidated Telcom
P O Box 1408
Dickinson ND 58602-1408

Ray Brown
Griggs County Telephone Co.
P O Box 506
Cooperstown ND 58425-0506

Ray Brown
Moore and Liberty Telephone Company
P O Box 66
Enderlin ND 58027

Keith Anderson
Inter-Community Telephone Company L.L.C.
P O Box 8
Nome ND 58062

Kenneth Lund Jr
Northwest Communications Cooperative
P O Box 38
Ray ND 58849-0038

Albert Grosz
West River Telecommunications Cooperative
P O Box 467
Hazen ND 58545-0467

Keith Larson
Dakota Central Telecommunications Coop
Dakota Central Telecom I
P O Box 299
Carrington ND 58421-0299

Darren Moser
Dickey Rural Telephone Cooperative
Dickey Rural Communications Inc
P O Box 69
Ellendale ND 58436-0069

Mark Wilhelmi
Midstate Telephone Company
Midstate Communications Inc
P O Box 400
Stanley ND 58784

David Dunning
Polar Communications Mut Aid Corp
Polar Telecommunications Inc
P O Box 270
Park River ND 58270

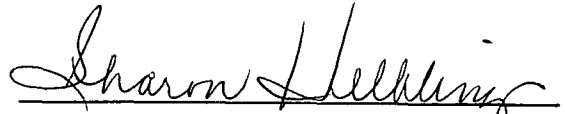
Ardon M Doran
Red River Rural Telephone Assoc
Red River Telecom Inc
P O Box 136
Abercrombie ND 58001

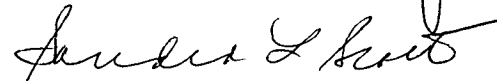
Kenneth Carlson
United Telephone Mut Aid Corp
Turtle Mountain Communications Inc
P O Box 729
Langdon ND 58249-0729

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

Subscribed and sworn to before me
this 19th day of August, 2002.

SEAL





Notary Public



**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

Interconnection Agreement Amendments

1-800-RECONEX, Inc./Qwest Corporation	Case No. PU-2469-02-339
Integra Telecom of North Dakota, Inc./Qwest Corporation	Case No. PU-2463-02-340
Midcontinent Communications, Inc./Qwest Corporation	Case No. PU-2745-02-382
VAL-ED Joint Venture, L.L.P./Qwest Corporation	Case No. PU-2746-02-383

Interconnection Agreements

Cellco Partnership/Reservation Telephone Cooperative	Case No. PU-2749-02-396
Cellco Partnership/North Dakota Telephone Company	Case No. PU-2750-02-397
Cellco Partnership/BEK Communications Cooperative	Case No. PU-2751-02-398
Cellco Partnership/Consolidated Telecom	Case No. PU-2752-02-399
Cellco Partnership/Griggs County Telephone Co.	Case No. PU-2753-02-400
Cellco Partnership/Inter-Community Telephone Company, L.L.C.	Case No. PU-2754-02-401
Cellco Partnership/Moore and Liberty Telephone Company	Case No. PU-2755-02-402
Cellco Partnership/Northwest Communications Cooperative, A Cooperative Association	Case No. PU-2756-02-403
Cellco Partnership/West River Telecommunications Cooperative	Case No. PU-2757-02-404
Cellco Partnership/Dakota Central Telecommunications Cooperative	Case No. PU-2758-02-405
Cellco Partnership/Dakota Central Telecom I	Case No. PU-2759-02-406
Cellco Partnership/Dickey Rural Communications, Inc.	Case No. PU-2760-02-407
Cellco Partnership/Dickey Rural Telephone Cooperative	Case No. PU-2761-02-408
Cellco Partnership/Midstate Communications, Inc.	Case No. PU-2762-02-409

Cellco Partnership/Midstate Telephone Company	Case No. PU-2763-02-410
Cellco Partnership/Polar Telecommunications, Inc.	Case No. PU-2764-02-411
Cellco Partnership/Polar Communications Mutual Aid Corporation	Case No. PU-2765-02-412
Cellco Partnership/Red River Telecom, Inc.	Case No. PU-2766-02-413
<i>Cellco Partnership/Red River Rural Telephone Association</i>	Case No. PU-2767-02-414
Cellco Partnership/Turtle Mountain Communications, Inc.	Case No. PU-2768-02-415
Cellco Partnership/United Telephone Mutual Aid Corporation	Case No. PU-2769-02-416

AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

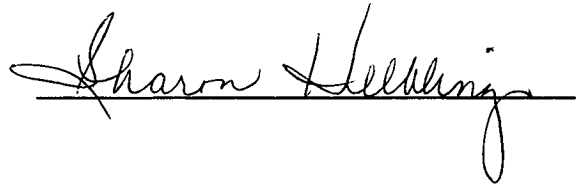
she is over the age of 18 years and not a party to this action and, on the **19th day of August, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, and/or e-mailed a copy of:

Notice of Opportunity to File Written Comments

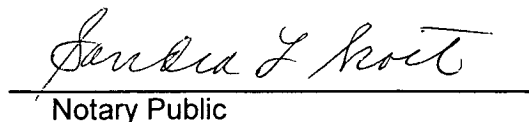
To:

See Attached List

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

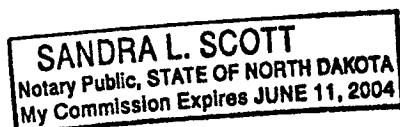


Subscribed and sworn to before me
this **19th day of August, 2002**.



Notary Public

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Scobey MT 59263

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

Primus Telecommunications Inc
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McLean VA 22102

Quintelco Inc
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Pearl River NY 10965

Charles Steese
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Denver CO 80202

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

West River Coop Telephone Co
P O Box 39
Bison SD 57620-0039

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

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

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

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

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

Sam Billingsley
United States Advanced Network Inc
3080 Northwoods Cir
Norcross GA 30071-1562

Christina Tygielski
Universal Access Inc
Sears Tower 233 S Wacker Dr Ste 600
Chicago IL 60606-6307

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

Brad Van Leur
VP Telecom Inc
1701 N Louise ave
Sioux Falls SD 57107

Darrell Henderson
West River Cooperative Telephone
Company
PO Box 39
Bison SD 57620-0039

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

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

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

Carolyn Fodor
Winstar
100 Galleria Bldg #212
Southfield MI 48034

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

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Monday, August 19, 2002 8:37 AM
To: 'ndna (E-mail)'
Subject: Attached Notice of Hearing and Notice of Opportunity to File Written Comments

**Colleen Park
North Dakota Newspaper Association**

Dear Colleen:

Please have the attached Notice of Hearing and the Notice of Opportunity to File Written Comments published as legal publications in the next issue of the ten North Dakota daily newspapers, and run then as "News Item Only" articles 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**



8-16-02 Notice
of Hearing.doc



1.doc

4

PU-2745-02-382

Pages: 1

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

1

08/19/2002

CC: Comm Legal Ilona Jerry

MOTION

August 16, 2002

APPROVED

DATE: 8-16-02
KMF

Interconnection Agreement Amendments:

1-800-RECONEX, Inc./Qwest Corporation	Case No. PU-2469-02-339
Integra Telecom of North Dakota, Inc./Qwest Corporation	Case No. PU-2463-02-340
Midcontinent Communications, Inc./Qwest Corporation	Case No. PU-2745-02-382
VAL-ED Joint Venture, L.L.P./Qwest Corporation	Case No. PU-2746-02-383

Interconnection Agreements

Cellco Partnership/Reservation Telephone Cooperative	Case No. PU-2749-02-396
Cellco Partnership/North Dakota Telephone Company	Case No. PU-2750-02-397
Cellco Partnership/BEK Communications Cooperative	Case No. PU-2751-02-398
Cellco Partnership/Consolidated Telecom	Case No. PU-2752-02-399
Cellco Partnership/Griggs County Telephone Co.	Case No. PU-2753-02-400
Cellco Partnership/Inter-Community Telephone Company, L.L.C.	Case No. PU-2754-02-401
Cellco Partnership/Moore and Liberty Telephone Company	Case No. PU-2755-02-402
Cellco Partnership/Northwest Communications Cooperative, A Cooperative Association	Case No. PU-2756-02-403
Cellco Partnership/West River Telecommunications Cooperative	Case No. PU-2757-02-404
Cellco Partnership/Dakota Central Telecommunications Cooperative	Case No. PU-2758-02-405
Cellco Partnership/Dakota Central Telecom I	Case No. PU-2759-02-406
Cellco Partnership/Dickey Rural Communications, Inc.	Case No. PU-2760-02-407
Cellco Partnership/Dickey Rural Telephone Cooperative	Case No. PU-2761-02-408

Cellco Partnership/Midstate Communications, Inc.	Case No. PU-2762-02-409
Cellco Partnership/Midstate Telephone Company	Case No. PU-2763-02-410
Cellco Partnership/Polar Telecommunications, Inc.	Case No. PU-2764-02-411
Cellco Partnership/Polar Communications Mutual Aid Corporation	Case No. PU-2765-02-412
Cellco Partnership/Red River Telecom, Inc.	Case No. PU-2766-02-413
Cellco Partnership/Red River Rural Telephone Association	Case No. PU-2767-02-414
Cellco Partnership/Turtle Mountain Communications, Inc.	Case No. PU-2768-02-415
Cellco Partnership/United Telephone Mutual Aid Corporation	Case No. PU-2769-02-416

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

Interconnection Agreement Amendments:

1-800-RECONEX, Inc./Qwest Corporation	Case No. PU-2469-02-339
Integra Telecom of North Dakota, Inc./Qwest Corporation	Case No. PU-2463-02-340
Midcontinent Communications, Inc./Qwest Corporation	Case No. PU-2745-02-382
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Cellco Partnership/Turtle Mountain Communications, Inc.	Case No. PU-2768-02-415
Cellco Partnership/United Telephone Mutual Aid Corporation	Case No. PU-2769-02-416

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

August 16, 2002

On July 12, 2002, Qwest Corporation (Qwest) filed an application for approval of amendments negotiated to its interconnection agreements with 1-800-RECONEX, Inc. of Hubbard, Oregon, Case No. PU-2469-02-339; Integra Telecom of North Dakota, Inc., Case No. PU-2463-02-340; and Midcontinent Communications, Inc. of Sioux Falls, SD, Case No. PU-2745-02-382. These amendments set forth rates, terms and conditions for unbundled network element combinations.

On July 26, 2002, Qwest filed an application for approval of an amendment negotiated to its interconnection agreement with VAL-ED Joint Venture, L.L.P. of Moorhead, MN, Case No. PU-2746-02-383. This amendment sets forth rates, terms and conditions for unbundled dark fiber.

On August 2, 2002, applications were filed for approval of the remaining 21 captioned interconnection agreements. These agreements were negotiated between Cellco Partnership d/b/a Verizon Wireless and various North Dakota telephone service providers as indicated. These agreements set forth rates, terms and conditions for specific interconnection and reciprocal compensation arrangements between the parties.

The 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:

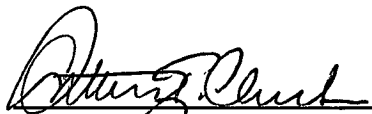


1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

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 17, 2002.

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

COUNSELORS AND ATTORNEYS AT LAW

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Of Counsel
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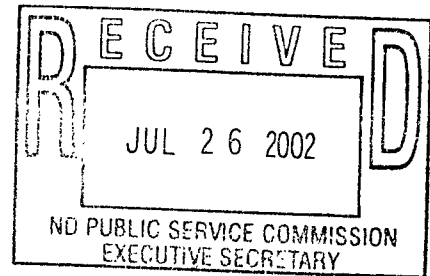
Thomas O. Smith
1944-2001

Also licensed in
Illinois *
Minnesota **
Missouri+
Montana++
South Dakota^^

^Certified Civil Trial Specialist
National Board of Trial Advocacy

July 26, 2002

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



Re: Amendment to Interconnection Agreement Between Qwest Corporation and Midcontinent Communications, Inc.

Dear Mr. Mielke:

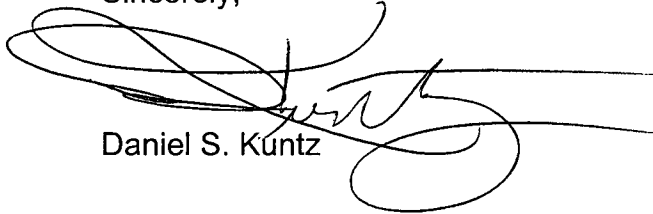
Enclosed for filing are the original and seven copies of an Amendment to the Wireline Interconnection Agreement between Midcontinent Communications (f/k/a Midco Communications, Inc.) and Qwest Corporation. This document amends an Interconnection Agreement that was approved by the Commission on May 26, 1999 in Case No. PU-1945-99-125. The Amendment adds terms and conditions for Unbundled Network Element Combinations. Contact information for Midcontinent Communications should be sent to Mr. Tom Simmons, Vice President and General Manager, Midcontinent Communications, Inc., 5001 West 41st Street, Sioux Falls, SD 57106. Mr. Simmons' telephone number is 605-357-5491.

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 self-addressed postage-paid envelope.

Mr. Jon Mielke
July 26, 2002
Page 2

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

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Kuntz', with a large, stylized flourish extending to the right and then looping back down.

Daniel S. Kuntz

Enclosures

c: Scott Macintosh w/enc.
Debra Hartl wo/enc.
Tom Simmons wo/enc.

**Amendment for:
Unbundled Network Elements Combinations (UNE Combinations)
To the Interconnection Agreement
between
Qwest Corporation
and
Midcontinent Communications
for the State of North Dakota**



This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Midcontinent Communications (f/k/a Midco Communications, Inc.) ("CLEC"), a South Dakota corporation.

RECITALS

WHEREAS, the Parties 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 May 26, 1999, as referenced in Case No. PU-1945-99-125 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms and conditions 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, to the Agreement, the terms, conditions and rates for Unbundled Network Elements (UNE) Combinations, as set forth in Attachment 1 and Exhibits A, B and C, 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. Amendments; Waivers

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent by an Executive Vice-President. No waiver by any party of any default, misrepresentation, or

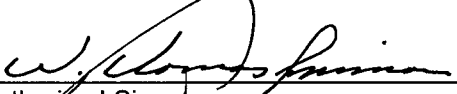
breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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.

Midcontinent Communications



Authorized Signature

W. Tom Simmons

Name Printed/Typed

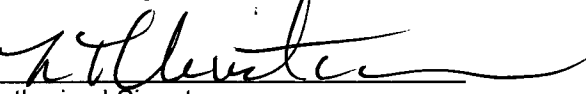
VICE PRESIDENT

Title

6/21/02

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

7/22/02

Date

ATTACHMENT 1

9.23 Unbundled Network Elements Combinations (UNE Combinations)

9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of Unbundled Network Elements including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Amendment and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this Amendment are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require CLEC to access any UNE Combinations in conjunction with any other service or element unless specified in this Amendment or as required for technical feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE Combination(s) accessed by CLEC except as specified in this Amendment or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundled and/or provide in a UNE Combination, shall be incorporated into this Amendment pursuant to the Agreement. CLEC and Qwest agree that the UNEs identified in the Agreement are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

9.23.1.2.2 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. Where specifically prohibited by applicable federal or state requirements, UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's directory assistance and Operator Services platforms.

9.23.1.2.3 Where a CLEC has been denied access to a Loop, as a UNE due to lack of facilities, and where CLEC has requested and been denied the construction of new facilities to provide such Loop, CLEC may connect a similar

bandwidth tariffed service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. Before making such connection, CLEC shall provide Qwest with evidence sufficient to demonstrate that it has fulfilled all of the prior conditions of this provision. This provision shall be changed as may be required to conform to the decisions of the FCC under any proceedings related to the Public Notice referred to in document FCC 00-183.

9.23.1.3 When ordered as combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

9.23.2 Description

UNE Combinations are available in, but not limited to, the following standard products: a) UNE-P in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), (iv) PBX Trunks, and (v) Centrex; b) EEL (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in Exhibit B of this Amendment. Qwest will provision UNE Combinations pursuant to the terms of this Amendment, provided that all UNEs making up the UNE Combination are

contained in this Amendment. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a New Customer Questionnaire amendment before ordering such products.

9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 "UNE-P-POTS": 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for POTS are available with UNE-P-POTS. For complete descriptions please refer to the appropriate Unbundled Network Elements Section in the Agreement.

9.23.3.3 "UNE-P-PBX": PBX Trunks are available to CLEC as a UNE Combination. There are two (2) types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is comprised of the following Unbundled Network Elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. All the vertical Switch features that are Technically Feasible for Analog and DID PBX Trunks are available with UNE-P-PBX. For complete descriptions please refer to the appropriate Unbundled Network Elements Section in the Agreement.

9.23.3.4 "UNE-P-DSS": Digital Switched Service (DSS) is available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following Unbundled Network Elements: DS1 Capable Loop, Digital Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for Digital Switched Service are available with UNE-P-DSS. For complete descriptions please refer to the appropriate Unbundled Network Elements Section in the Agreement.

9.23.3.5 "UNE-P-ISDN": ISDN lines are available to CLEC as a UNE Combination. All the vertical Switch features that are Technically Feasible for ISDN are available with UNE-P-ISDN. There are two types of UNE-P-ISDN:

- a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and
- b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

For complete descriptions please refer to the appropriate Unbundled Network Elements

Section in the Agreement.

9.23.3.6 UNE-P-Centrex: – Centrex Service is available to CLEC as a UNE Combination. Centrex is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port, and Shared Transport. All the vertical Switch features that are Technically Feasible for Centrex service are available with UNE-P-Centrex.

9.23.3.6.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in Section 9.23.3.2 of this Amendment.

9.23.3.6.2 Qwest will provide access to Customer Management System (CMS) with UNE-P-Centrex.

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through OC-192 or other existing bandwidths. In addition, DS0, DS1 and DS3 bandwidths are defined products. Other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit B. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

9.23.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of Unbundled Network Elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of Network Elements to provide a significant amount of local exchange traffic to a particular End User Customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP for CLEC's Collocation.

9.23.3.7.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) local service options must exist:

9.23.3.7.2.1 Option 1: CLEC must certify to Qwest that it is the exclusive provider of an End User Customer's Local Exchange Service and that the Loop transport combination originates at a Customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest Central Office. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.2 Option 2: CLEC must certify that it provides local exchange and Exchange Access service to the End User Customer's premises and handles at least one-third (1/3) of the End User Customer's local traffic measured as a percent of total End User Customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the Loop portion of the Loop and

transport combination have at least five percent (5%) local voice traffic individually; and the entire Loop facility has at least ten percent (10%) local voice traffic; and the Loop/transport combination originates at a Customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest Central Office; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.3 Option 3: CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire Loop facility has at least thirty-three percent (33%) local voice traffic; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the End User Customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

9.23.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.7.2.3, it seeks to qualify the circuit.

9.23.3.7.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one (1) of the three (3) options set forth in Section 9.23.3.7.2 of this Amendment. CLEC must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

9.23.3.7.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

- a) Qwest may, upon thirty (30) days written notice to a CLEC

that has purchased Loop/transport combinations as UNEs, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.

b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop transport combination is configured to provide Local Exchange Service in accordance with its certification.

c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.

d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

e) Qwest shall not exercise its audit rights with respect to a particular CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for sixty (60) days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.

f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an Interconnection agreement between CLEC and Qwest.

h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 9.23.3.7.2. Qwest shall not require an audit as a prior prerequisite to Provisioning EELs.

i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.3.7.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private

Line/Special Access is or the EEL will be connected directly to a Tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest Central Office.

9.23.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 9.23.3.7.2 on average for two (2) consecutive months for which data is available, then the EEL shall be converted to special access or private line rates within thirty (30) days.

9.23.3.7.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 9.23.3.7.2, then the EEL shall be converted to special access or private line rates within thirty (30) days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 9.23.3.7.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements of Section 9.23.3.7.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of this SGAT. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates.

9.23.3.7.2.10 No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use Billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use Billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is Technically Feasible and they meet the terms of this Section 9.23.3.7. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 CLEC must utilize EEL-C to provide a significant amount of Local Exchange Service in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12 EEL-P – EEL-P is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to a CLEC Switch. EEL-P is a new installation of circuits for the purpose of CLEC providing services to End User Customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 CLEC must utilize EEL-P to provide a significant amount of Local Exchange Service to each End User Customer served in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport, concentration capability and DS0 Loops.

9.23.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and are equivalent to the respective Private Line Transport Service on the following web-site address: <http://www.qwest.com/carrier/guides/sig/index.html>.

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL-P is available only where existing facilities are available.

9.23.3.8 Ordering

9.23.3.8.1 Reserved for Future Use.

9.23.3.8.2 CLEC will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link LSR order and apply the charges.

9.23.3.8.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

9.23.3.8.5 One LSR is required when CLEC orders Point-to-Point EEL, Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Link. The EEL Link is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Link is available in

DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and nonrecurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport or Unbundled Loop. Recurring and nonrecurring charges set forth in Exhibit A apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link or DS0 Unbundled Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and nonrecurring charges apply.

9.23.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network CLEC can use the Special Request Process (SRP) set forth in Exhibit B. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name.

9.23.3.11 The following terms and conditions are available for all types of UNE-P:

9.23.3.11.1 UNE-P will include the capability to access long distance service (InterLATA and IntraLATA) of CLEC's Customer's choice on a 2-PIC basis, access to 911 Emergency Services, capability to access CLEC's Operator Services platform, capability to access CLEC's directory assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

9.23.3.11.2 If Qwest provides and CLEC accepts operator services, directory assistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where Technically Feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in CLEC's choice of name, or in no name in accordance with terms and conditions set forth in the Agreement.

9.23.3.11.3 CLEC may order Customized Routing in conjunction with

UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section of the Agreement.

9.23.3.11.4 Qwest shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of CLEC to provide accurate End User Customer information for listings in any databases in which Qwest is required to retain and/or maintain End User Customer information. Qwest shall provide CLEC's End User Customer information to the ALI/DMS (Automatic Location Identification/Database Management System). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its End User Customers, CLEC's End User Customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

9.23.3.11.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC shall follow all Applicable Laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

9.23.3.11.6 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

9.23.3.11.7 CLEC may order new or retain existing Qwest DSL service on behalf of End User Customers when utilizing UNE-P-POTS, UNE-P-Centrex, and UNE-P-PBX (analog, non-DID trunks only) combinations, where Technically Feasible. The price for Qwest DSL provided with UNE-P combinations is included in Exhibit A to this Amendment. Qwest DSL service provided to internet service providers and not provided directly to Qwest or CLEC's end users is not available with UNE-P combinations.

9.23.3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Qwest will waive any TLA charge otherwise applicable under the agreement or Tariff election by which a CLEC ordered or augmented a special access circuit under interstate Tariff between February 17, 2000 and May 16, 2001, provided that CLEC identifies and communicates in writing to Qwest on or before November 30, 2001 each circuit it believes to qualify hereunder. Nothing herein shall be construed as expanding the rights otherwise granted by this SGAT or by law to elect to make such conversions.

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such

combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and Billing at the resold rate will cease, on the Due Date scheduled for the conversion, so long as the Due Date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.

9.23.3.14 Reserved for Future Use.

9.23.3.15 When End User Customers switch from Qwest to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

9.23.3.16 In the event Qwest terminates the Provisioning of any UNE Combination service to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC. CLEC's End User Customers contacting Qwest will be instructed to contact CLEC, and Qwest's End User Customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Amendment shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

9.23.3.18 Reserved for Future Use.

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and nonrecurring application.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are contained in Exhibit A.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to

Qwest of Provisioning the UNE Combination and providing access to the UNE Combination. These nonrecurring charges, if any, are described in Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for Billing its End User Customers served over UNE Combinations for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or otherwise required.

9.23.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC End User Customers changes of InterLATA or IntraLATA Carriers. Any change in CLEC's End User Customers' InterLATA or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customers.

9.23.4.5 If an End User Customer is served by CLEC through a UNE Combination, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that End User Customer's phone after conversion to a UNE Combination is complete.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

9.23.5 Ordering Process

9.23.5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in the Agreement and in the PCAT. The following is a high-level description of the ordering process:

9.23.5.1.1 Reserved for Future Use.

9.23.5.1.2 Reserved for Future Use.

9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow two to three (2-3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html

9.23.5.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Agreement.

9.23.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, CLEC and Qwest will use the standard Provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the standard interval.

9.23.5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE Combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.5.5 The Parties' obligations and responsibilities for providing and maintaining End User Customer listings information are contained in the Listings and E911/911 Emergency Services sections of the Agreement. Nevertheless, to the extent that the option is available to CLEC to specify that the End User Customer's existing listing(s) be retained upon conversion to Unbundled Local Switching elements or UNE-P Combinations, Qwest shall be responsible for ensuring that the End User Customer's listing(s) is retained "as is" in Qwest's listings data bases.

9.23.5.6 When Qwest's End User Customer or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the End User Customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's End User Customer, a New Service Provider, or CLEC request service be discontinued to the End User Customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to another service provider. Qwest shall not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

9.23.5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.6 Billing

9.23.6.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (7-10)

calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customers sub-account information consistent with the samples available for CLEC review.

9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

**Exhibit A
North Dakota***

Amendment				
		Recurring	Nonrecurring	Notes
6.0 Resale		Wholesale Discount Percentage Recurring Charges	Wholesale Discount Percentage Nonrecurring Charges	
6.1 Wholesale Discount Rates				
6.1.3	Interlata Toll	16.15%		
6.1.5	Listings, CO Features Information Services	16.15%		
7.0 Interconnection		Recurring	Nonrecurring	
7.4 Multiplexing				
7.4.1	DS3 to DS1	\$236.79	\$286.18	
7.4.2	DS1 to DS0	\$225.18	\$279.55	
9.0 Unbundled Network Elements (UNEs)				
9.2 Unbundled Loops				
9.2.1 Analog Loops				
2-Wire Voice Grade				
	Zone 1	\$14.78		#
	Zone 2	\$24.92		#
	Zone 3	\$56.44		#
4-Wire Voice Grade				
	Zone 1	\$29.00		#
	Zone 2	\$48.89		#
	Zone 3	\$110.75		#
	Unbundled Loop Grooming (2-Wire)	\$1.35		1
	Unbundled Loop Grooming (4-Wire)	\$3.12		1
9.2.2 Non-loaded Loops				
2-wire Non-loaded Loop				
	Zone 1	\$14.78		#
	Zone 2	\$24.92		#
	Zone 3	\$56.44		#
4-wire Non-loaded Loop				
	Zone 1	\$29.00		#
	Zone 2	\$48.89		#
	Zone 3	\$110.75		#
	Cable Unloading/Bridge Tap Removal		\$538.16	
9.2.3 Digital Capable Loops				
Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop				
	Zone 1	\$14.78		#
	Zone 2	\$24.92		#
	Zone 3	\$56.44		#
DS1 Capable Loop				
	Zone 1	\$90.49		#
	Zone 2	\$96.37		#
	Zone 3	\$100.67		#
DS3 Capable Loop				
	Zone 1	\$988.91		#
	Zone 2	\$1,164.84		#
	Zone 3	\$1,262.36		#
OC - n Capable Loop				
	OC - 3	\$908.58		1
	OC - 12	\$1,472.06		1
	OC - 48	\$4,115.92		1
2-Wire Extension Technology		\$22.67		
9.8 Shared Transport, Per Minute of Use		\$0.001110		#
9.11 Local Switching				
9.11.1 Local Switching - TELRIC Based Rates				

**Exhibit A
NorthDakota***

		Recurring	Nonrecurring	Notes
	Analog Line Side Port, First Port	\$1.27	\$97.97	
	Each Additional Port (ordered concurrently with an unbundled loop)	\$1.27	\$52.71	
9.11.4	Vertical Features			
	10XXX Direct Dialed Blocking	\$0.00		
	Account Codes - per system	\$0.00	\$83.32	1
	Attendant Access Line - per station line	\$0.00	\$1.20	1
	Audible Message Waiting	\$0.00	\$1.05	1
	Authorization Codes - per system	\$0.00	\$249.19	1
	Auto Callback	\$0.00		
	Automatic Line	\$0.00	\$0.36	1
	Automatic Route Selection - Common Equip. per system	\$0.00	\$2,186.42	1
	Blocking of pay per call services	\$0.00		
	Bridging	\$0.00		
	Call Drop	\$0.00	\$0.36	1
	Call Exclusion - Automatic	\$0.00	\$1.05	1
	Call Exclusion - Manual	\$0.00	\$0.70	1
	Call Forward Don't Answer - All Calls	\$0.00		
	Call Forwarding Incoming Only	\$0.00		
	Call Forwarding Intra Group Only	\$0.00		
	Call Forwarding Variable Remote	\$0.00		
	Call Forwarding: Busy Line (Expanded)	\$0.00		
	Call Forwarding: Busy Line (External)	\$0.00		
	Call Forwarding: Busy Line (External) Don't Answer	\$0.00		
	Call Forwarding: Busy Line (Overflow)	\$0.00		
	Call Forwarding: Busy Line (Overflow) Don't Answer	\$0.00		
	Call Forwarding: Busy Line (Programmable)	\$0.00		
	Call Forwarding: Busy Line/Don't Answer Programmable Svc. Establishment		\$16.31	1
	CF DON'T ANSWER/CF BUSY CUSTOMER PROGRAMMABLE - PER LINE		\$1.05	1
	Call Forwarding: Busy Line/Don't Answer (Expanded)	\$0.00		
	Call Forwarding: Don't Answer	\$0.00		
	Call Forwarding: Don't Answer (Expanded)	\$0.00		
	Call Forwarding: Don't Answer (Programmable)	\$0.00		
	Call Forwarding: Variable	\$0.00		
	Call Forwarding: Variable - no call complete option	\$0.00		
	Call Hold	\$0.00		
	Call Hold/3-Way/Call Transfer	\$0.00		
	Call Park (Basic - Store & Retrieve)	\$0.00		
	Call Pickup	\$0.00		
	Call Transfer	\$0.00		
	Call Waiting Dial Originating	\$0.00		
	Call Waiting Indication - per timing state	\$0.00	\$1.05	1
	Call Waiting Originating	\$0.00		
	Call Waiting Terminating - All Calls	\$0.00		
	Call Waiting Terminating - Incoming Only	\$0.00		
	Call Waiting/ Cancel Call Waiting	\$0.00		
	CENTREX COMMON EQUIPMENT		\$1,256.13	1
	Centrex Management System (CMS)	\$0.00		
	Centrex Plus DID numbers per number	\$0.00		
	Centrex Plus to Centrex Plus	\$0.00		
	Centrex Plus to IC Carrier	\$0.00		
	Centrex Plus to PBX/Key Blocked	\$0.00		
	Centrex Plus to PBX/Key Non-Blocked	\$0.00		
	CFBL - All Calls	\$0.00		
	CFBL - Incoming Only	\$0.00	\$39.49	1
	CFDA Incoming Only	\$0.00	\$39.49	1
	CLASS - Anonymous Call Rejection	\$0.00		
	CLASS - Call Waiting ID	\$0.00		
	CLASS - Calling Name & Number	\$0.00		
	CLASS - Calling Number Delivery	\$0.00		
	CLASS - Calling Number Delivery - Blocking	\$0.00		
	CLASS - Continuous Redial	\$0.00		
	CLASS - Last Call Return	\$0.00		
	CLASS - Priority Calling	\$0.00		
	CLASS - Selective Call Forwarding	\$0.00		
	CLASS - Selective Call Rejection	\$0.00		
	Conference Calling - Meet Me	\$0.00	\$44.23	1
	Conference Calling - Preset	\$0.00	\$44.23	1
	Custom Ringing First Line (Short/Long/Short)	\$0.00		
	Custom Ringing First Line (Short/Short)	\$0.00		
	Custom Ringing First Line (Short/Short/Long)	\$0.00		
	Custom Ringing Second Line (Short/Long/Short)	\$0.00		
	Custom Ringing Second Line (Short/Short)	\$0.00		
	Custom Ringing Second Line (Short/Short/Long)	\$0.00		
	Custom Ringing Third Line (Short/Long/Short)	\$0.00		
	Custom Ringing Third Line (Short/Short)	\$0.00		
	Custom Ringing Third Line (Short/Short/Long)	\$0.00		
	Data Call Protection (DMS 100)	\$0.00		
	Dir Sta Sel/Busy Lamp Fld per arrangement	\$0.00	\$0.36	1
	Directed Call Pickup with Barge-in	\$0.00	\$21.00	1

**Exhibit A
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		Recurring	Nonrecurring	Notes
Directed Call Pickup without Barge-in		\$0.00	\$21.00	1
Distinctive Ring/Distinctive Call Waiting		\$0.00	\$41.98	1
Distinctive Ringing		\$0.00		
EBS - Set Interface - per station line		\$0.00		
Executive Busy Override		\$0.00		
Expensive Route Warning Tone- per system		\$0.00	\$74.89	1
Facility Restriction Level - per system		\$0.00	\$46.07	1
Feature Display		\$0.00		
Group Intercom		\$0.00	\$0.48	1
Hot Line - per line		\$0.00	\$1.05	1
Hunting: Multiposition Circular Hunting		\$0.00		
Hunting: Multiposition Hunt Queuing		\$0.00	\$40.18	1
Hunting: Multiposition Series Hunting		\$0.00		
Hunting: Multiposition with Announcement in Queue		\$0.00	\$40.18	1
Hunting: Multiposition with Music in Queue		\$0.00	\$42.43	1
Incoming Calls Barred		\$0.00		
International Direct Dial Blocking		\$0.00		
ISDN Short Hunt		\$0.00	\$1.77	1
Line Side Answer Supervision		\$0.00		
Loudspeaker Paging - per trunk group		\$0.00	\$183.84	1
Make Busy Arrangements - per group		\$0.00	\$0.70	1
Make Busy Arrangements - per line		\$0.00	\$0.70	1
Message Center - per main station line		\$0.00	\$0.36	1
Message Waiting Indication Audible/Visual		\$0.00		
Message Waiting Visual		\$0.00	\$0.36	1
Music On Hold - per system		\$0.00	\$24.09	1
Network Speed Call		\$0.00		
Night Service Arrangement		\$0.00		
Outgoing Calls Barred		\$0.00		
Outgoing Trunk Queuing		\$0.00		
Privacy Release		\$0.00	\$0.49	1
Query Time		\$0.00	\$0.36	1
Speed Calling 1 Digit Controller		\$0.00		
Speed Calling 1 Digit User		\$0.00		
Speed Calling 1# List Individual		\$0.00		
Speed Calling 2 Digit Controller		\$0.00		
Speed Calling 2 Digit User		\$0.00		
Speed Calling 2# List Individual		\$0.00		
Speed Calling 30 Number		\$0.00		
Speed Calling 8 Number		\$0.00		
Station Camp-On Service - per main station		\$0.00	\$0.36	1
Station Dial Conferencing (6 Way)		\$0.00		
Station Message Detail Recording (SMDR)		\$0.00		
Three Way Calling		\$0.00		
Time and Date Display		\$0.00		
Time of Day Control for ARS - per system		\$0.00	\$131.03	1
Time of Day NCOS Update		\$0.00	\$0.56	1
Time of Day Routing - per line		\$0.00	\$0.54	1
Toll Restriction Service		\$0.00		
Trunk Answer Any Station		\$0.00		
Trunk Verification from Designated Station		\$0.00	\$0.41	1
UCD in hunt group - per line		\$0.00	\$0.70	1
UCD with Music After Delay		\$0.00		
CLASS - Call Trace		\$2.51		1
CMS - SYSTEM ESTABLISHMENT - INITIAL INSTALLATION			\$1,011.80	1
CMS - SYSTEM ESTABLISHMENT - SUBSEQUENT INSTALLATION			\$505.90	1
CMS - PACKET CONTROL CAPABILITY, PER SYSTEM			\$505.90	1
SMDR-P - SERVICE ESTABLISHMENT CHARGE, INITIAL INSTALLATION			\$353.33	1
SMDR-P - ARCHIVED DATA			\$184.63	1
9.11.3 Subsequent Order Charge			\$14.13	1
9.11.4 Digital Line Side Port (Supporting BRI ISDN)				
First Port		\$21.16	\$243.85	1
Each Additional Port			\$243.85	1
9.11.5 Digital Trunk Ports				
DS1 Local Message Trunk Port		42.15		1
Message Trunk Group, First Trunk			\$178.67	1
Message Trunk Group, Each Additional			\$49.85	1
DS1 PRI ISDN Trunk Port		\$220.77	\$653.10	1
DID / PBX Trunk Port per DS0		\$2.55	\$218.59	1
9.11.6 DS0 Analog Trunk Port				
Unbundled Analog DS0 Trunk Port, First Port		\$15.92	\$127.20	1
Unbundled Analog DS0 Trunk Port, Each Additional			\$35.34	1
9.11.7 Local Usage, per Minute of Use		\$0.002435		#

**Exhibit A
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	Recurring	Nonrecurring	Notes
9.12 Local Switching - Market Based Rates	These rates are only available in Zone 1 Wire Centers		
9.13 Customized Routing			
9.13.1 Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only		\$328.93	1
9.13.2 Installation Charge, per Switch – Directory Assistance or Operator Service Routing Only		\$240.95	1
9.13.3 All Other Custom Routing	ICB	ICB	3
9.23 UNE Combinations			
9.23.1 UNE - P Line Splitting			
Basic Installation Charge for UNE-P Line Splitting		\$38.20	1
9.23.2 UNE-P Conversion Non-Recurring Charges			
UNE-P POTS, CENTREX, Analog PBX Trunks			
First		\$0.71	1
Each Additional		\$0.14	1
UNE-P PAL Manual			
First		\$16.96	1
Each Additional		\$2.83	1
UNE-P PBX DID Trunks			
First		\$25.89	1
Each Additional		\$3.26	1
UNE-P ISDN BRI			
First		\$27.82	1
Each Additional		\$3.26	1
UNE-P ISDN PRI, DSS per DS1 Facility		\$24.93	1
UNE-P ISDN PRI, DSS - per Trunk			
First		\$25.89	1
Each Additional		\$3.26	1
9.23.3 UNE-P New Connection Non-Recurring Charges			
UNE-P POTS Centrex, Analog PBX Trunks			
First		\$57.85	1
Each Additional		\$16.60	1
UNE-P PAL Manual			
First		\$85.88	1
Each Additional		\$19.29	1
UNE - P PBX DID - per Trunk		\$186.57	1
UNE - P ISDN BRI		\$325.30	1
UNE - P Trunks			
DSS Basic Trunk - In Only, Out Only, or Two Way		\$82.71	1
DSS, ISDN PRI Adv. Trunk - In only w/DID & Hunting, or 2 Way w/DID, Hunting & Answer Sup'v		\$81.85	1
DSS, ISDN PRI Adv. Trunk - Out Only w/Answer Sup'v		\$83.14	1
Complex Translations Digits Outpulsed Change Signaling		14.96	1
DID Complex Translations Signaling Change		\$34.90	1
DID Block Compromise		\$26.34	1
DID Group of 20 Numbers		\$35.04	1
DID Reserve Sequential # Block		26.18	1
DID Reserve Non Sequential TN		24.44	1
DID Trunk Termination		24.58	1
DID NonSequential TN		36.77	1
Facilities for UNE - P DSS, UNE - P ISDN PRI			
DS1 Loop Facility (for Basic Trunk)		#REF!	1
DS1 Loop Facility (for Advanced Trunks)		#REF!	1
DS3 Loop Facility		#REF!	1
UNE - P PRI Configurations			
UNE-P PRI Dedicated PRI 23 + D		\$717.37	1
UNE-P PRI Dedicated PRI 24		\$692.84	1
UNE-P PRI Dedicated PRI 23B + Back-Up D Configuration - 5E		\$691.84	1
9.23.4 UNE - P Qwest DSL			See applicable Qwest retail Tariff, catalog, or price list
9.23.5 UNE-Combination Private Line			

**Exhibit A
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		Recurring	Nonrecurring	Notes
DS0/DS1/DS3/OCN/Integrated T-1 Existing Service			\$34.08	1
9.23.6	Enhanced Extended Loop (EEL) EEL Link / Loop with Multiplexing			
	EEL DS0 2-Wire		\$267.28	1
	EEL DS0 2/4 Wire Each Additional		\$199.17	1
	Loop with MUX DS0 2-Wire		\$239.91	1
	Loop with MUX 2/4 Wire DS0 Each Additional		\$156.57	1
	Zone 1	\$14.78		#
	Zone 2	\$24.92		#
	Zone 3	\$56.44		#
	EEL DS0 4-Wire		\$267.28	1
	EEL DS0 2/4 Wire Each Additional		\$199.17	1
	Loop with MUX DS0 2-Wire		\$239.91	1
	Loop with MUX 2/4 Wire DS0 Each Additional		\$156.57	1
	Zone 1	\$29.00		#
	Zone 2	\$48.89		#
	Zone 3	\$110.75		#
	EEL DS1		\$327.68	
	EEL DS1 Each Additional		\$244.46	1
	Loop with MUX DS1		\$303.47	1
	Loop with MUX DS1 Each Additional		\$222.19	1
	Zone 1	\$90.49		#
	Zone 2	\$96.37		#
	Zone 3	\$100.67		#
	EEL DS3		\$353.16	
	EEL DS3 Each Additional		\$269.95	1
	Zone 1	\$988.91		#
	Zone 2	\$1,164.84		#
	Zone 3	\$1,262.36		#
9.23.7	EEL C and Loop MUX Conversion		\$40.17	1
		Recurring Fixed	Recurring Per Mile	Nonrecurring
9.23.8	EEL			
	DS0 EEL Transport			
	DS0 0 to 8 Miles	\$28.20	\$0.39	1
	DS0 Over 8 to 25 Miles	\$28.61	\$0.21	1
	DS0 Over 25 to 50 Miles	\$28.66	\$0.17	1
	DS0 Over 50 Miles	\$28.38	\$0.06	1
	DS1			
	DS1 0 to 8 Miles	\$42.03	\$3.84	1
	DS1 Over 8 to 25 Miles	\$42.99	\$3.86	1
	DS1 Over 25 to 50 Miles	\$45.14	\$2.14	1
	DS1 Over 50 Miles	\$43.58	\$0.93	1
	DS3			
	DS3 0 to 8 Miles	\$275.29	\$64.92	1
	DS3 Over 8 to 25 Miles	\$279.23	\$21.28	1
	DS3 Over 25 to 50 Miles	\$258.29	\$25.57	1
	DS3 Over 50 Miles	\$271.86	\$17.62	1
	OC-3			
	OC-3 0 to 8 Miles	\$887.62	\$228.43	1
	OC-3 Over 8 to 25 Miles	\$893.94	\$76.13	1
	OC-3 Over 25 to 50 Miles	\$859.18	\$94.80	1
	OC-3 Over 50 Miles	\$881.23	\$65.82	1
	OC-12			
	OC-12 0 to 8 Miles	\$2,476.04	\$97.41	1
	OC-12 Over 8 to 25 Miles	\$2,476.04	\$105.36	1
	OC-12 Over 25 to 50 Miles	\$2,476.04	\$111.33	1
	OC-12 Over 50 Miles	\$2,476.04	\$131.93	1
	OC-48			
	OC-48 0 to 8 Miles	\$8,166.93	\$324.68	1
	OC-48 Over 8 to 25 Miles	\$8,166.93	\$352.08	1

**Exhibit A
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		Recurring	Nonrecurring	Notes
OC-48 Over 25 to 50 Miles	\$8,166.93	\$401.71		1
OC-48 Over 50 Miles	\$8,166.93	\$509.75		1
		Recurring	Nonrecurring	
9.23.9 Multiplexing				
DS3 to DS1		\$291.43	\$275.58	1
DS1 to DS0		\$237.66	\$275.58	1
Loop MUX DS3 to DS1			\$201.95	1
Loop MUX DS1 to DS0			\$201.95	1
9.23.10 DS0 Channel Performance				
DS0 Low Side Channelization		\$14.67		1
DS1/DS0 MUX, Low Side Channelization		\$8.37		1
9.23.11 Concentration Capability		ICB		3
10.0 Ancillary Services				
10.2 911/E911		No Charge		
10.3 White Pages Directory Listings, Facility Based Providers				
10.3.1 Primary Listing		No Charge		
10.3.2 Premium/Privacy Listings		General Exchange Tariff Rate, less wholesale		
10.4 Directory Assistance, Facility Based Providers				
10.4.1 Local Directory Assistance, Per Call		\$0.34		
10.4.2 National Directory Assistance, per Call		\$0.36		
10.4.3 Call Branding, Set-Up and Recording			\$10,500.00	2
10.4.4 Loading Brand /Per Switch			\$175.00	2
10.4.5 Call Completion Link, per Call		\$0.09		2
10.5 Directory Assistance List Information				
10.5.1 Initial Database Load, per Listing		\$0.0250		2
10.5.2 Reload of Database, per Listing		\$0.0200		2
10.5.3 Daily Updates, per Listing		\$0.0500		2
10.5.4 One-time Set-Up Fee		\$77.44		1
10.5.5 Media Charges for File Delivery				
Electronic Transmission		\$0.0020		2
Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)		\$30.00		
Shipping Charges (for tape delivery)			ICB	3
10.6 Toll and Assistance Operator Services, Facility Based Providers,				
10.6.1 Option A – Per Message				
Operator Handled Calling Card		\$1.45		2
Machine Handled Calling Card		\$0.60		2
Station Call		\$1.50		2
Person Call		\$3.50		2
Connect to Directory Assistance		\$0.75		2
Busy Line Verify, per Call		\$0.72		
Busy Line Interrupt		\$0.87		
Operator Assistance, per Call		\$0.50		2
10.6.2 Option B – Per Operator Work Second and Computer Handled Calls				
Operator Handled, per Operator Work Second		\$0.0280		2
Machine Handled, per Call		\$0.2500		2
Call Branding, Set-Up & Recording			\$10,500.00	2
Loading Brand/Per Switch			\$175.00	2
12.0 Operational Support Systems				
12.1 Development and Enhancements, per Order			Under Development	
12.2 Ongoing Maintenance, per Order		\$3.49		1
12.3 Daily Usage Record File, per Record		\$0.0011		1
12.4 Trouble Isolation Charges			See MSC Charges	
17.0 Bona Fide Request Process				
17.1 Processing Fee			\$2,510.29	1

**Exhibit A
NorthDakota***

		Recurring	Nonrecurring	Notes
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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.

Denotes voluntary rate reduction.

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

[2] Market-based rates.

[3] ICB, Individual Case Basis pricing.

EXHIBIT B - SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
 - 1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
 - 1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor
 - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
 - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
 - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
 - 1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and¹ has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

¹ This change complies with language originally ordered in Washington and Arizona and is now consensus.

**EXHIBIT C
SERVICE INTERVAL TABLES***

Unbundled Network Elements Platform (UNE-P) Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P POTS 'New'-Soft Dial Tone (SDT) [Where available] Facility Check indicates "AVAILABLE (SDT)" and DISPATCH "NO"		Two (2) Business Days (regardless of the time of day the request is received)	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Residence Flow Through, Fully Electronic (N, T Orders) Facility Check indicates "AVAILABLE" and DISPATCH "NO"	1 to 39 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Business Flow Through, Fully Electronic (N, T Orders) Facility Check indicates "AVAILABLE" and DISPATCH "NO"	1 to 19 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days or next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Residence Simple CO Features, or Number Changes without inward line activity, or Hunting changes without inward line activity	1 to 39 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Business Simple CO Features, or Number Changes without inward line activity, or Hunting changes without inward line activity	1 to 19 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Suspend/Restore	Customers with service placed on "vacation"	Next Business Day	24 hrs OOS 48 hrs AS
	Treatment for Non-payment issues	Same Business Day as payment receipt validated	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Residence New Installs, Address Changes, Changes with inward line activity Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"	1 to 39 Lines	Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) Business Days.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES***

UNE-P POTS 'New'-Business New Installs, Address Changes, Changes with inward line activity Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"	1 to 19 Lines	Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) Business Days.	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days or next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'- <ul style="list-style-type: none"> ▪ Directory Listings Changes (R Orders) ▪ Voice Mail 	1-10 Listings	Two (2) Business Days	
	11 to 20 Listings	Five (5) Business Days	
	21-50 Listings	Ten (10) Business Days	
	51-100 Listings	Thirty (30) Business Days	
	Over 100 Listings	Sixty (60) Business Days	
	Add Voice Mail to POTS line	Three (3) Business Days	
Conversions to UNE-P POTS- POTS Residence to UNE-P - Conversion as Specified - Simple CO Features	1 to 39 Lines	Three (3) Business days	24 hrs OOS 48 hrs AS
	40 or more lines	ICB	24 hrs OOS 48 hrs AS
Conversions to UNE-P POTS- UNE-P to UNE-P POTS Residence - Conversion as Is	1 to 39 Lines	Same Business Day if received before 12:00 p.m., or, Next Business Day if received later than 12:00 p.m.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
Conversions to UNE-P POTS- POTS Business to UNE-P - Conversion As Specified - Simple CO Features	1 to 19 Lines	Three (3) Business days	24 hrs OOS 48 hrs AS
	20 to 39 Lines	Four (4) Business Days	24 hrs OOS 48 hrs AS
	40 or more Line	ICB	24 hrs OOS 48 hrs AS
Conversions to UNE-P POTS- UNE-P to UNE-P POTS Business - Conversion As Is	1 to 39 Lines	Same Business Day if received before 12:00 p.m., or, Next Business Day if received later than 12:00 p.m.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P Line Splitting – UNE-P POTS to UNE-P POTS with Line Splitting - Conversion As Specified	1 to 8 Lines	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs OOS 48 hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES***

	9 to 16 Lines	High Density: Six (6) Business days Low Density: (9) Business Days	24 hrs OOS 48 hrs AS
	17 to 24 Lines	High Density: (7) Business Days	24 hrs OOS 48 hrs AS
	25-39 Lines	ICB	24 hrs OOS 48 hrs AS
	40 or more Lines or if Conditioning is required	ICB High Density: Five (5) Business Days	24 hrs OOS 48 hrs AS
UNE-P Line Splitting – POTS Residence or POTS Business with Line Sharing to UNE-P POTS with Line Splitting - Conversion as Specified	1 to 8 Lines	High Density: Six (5) Business days Low Density: Six (6) Business Days	24 hrs OOS 48 hrs AS
	9 to 16 Lines	High Density: Six (6) Business days Low Density: Nine (9) Business Days	24 hrs OOS 48 hrs AS
	17 to 24 Lines	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	24 hrs OOS 48 hrs AS
	25-39 Lines	ICB	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P PBX 'New'-	1 to 8 Trunks	Five (5) Business Days	4 hrs
	9 to 16 Trunks	Six (6) Business Days	4 hrs
	17 to 24 Trunks	Seven (7) Business Days	4 hrs
	25 or more Trunks	ICB	4 hrs
Conversions to UNE-P PBX – Conversion As Specified or Conversion As Is	1 to 8 Trunks	Five (5) Business Days	4 hrs
	9 to 16 Trunks	Six (6) Business Days	4 hrs
	17 to 24 Trunks	Seven (7) Business Days	4 hrs
	25 or more Trunks	ICB	4 hrs
UNE-P DSS 'New'- T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
UNE-P DSS 'New'- Trunks	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs

**EXHIBIT C
SERVICE INTERVAL TABLES***

	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
Conversions to UNE-P DSS-T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
Conversions to UNE-P DSS-Trunks	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
UNE-P ISDN BRI 'New'- New Installs, Address Changes, Change to add Loop (N2Q)	1 to 10 Lines	Thirteen (13) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
UNE-P ISDN BRI 'New'- Add or Change Feature(s), Add Primary Directory Number (PDN) to established Loop (N2Q), Add Call Appearance	1 to 10 Lines	Three (3) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
Conversion to UNE-P ISDN BRI- Conversion As Is	1 to 10 Lines	Three (3) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
Conversion to UNE-P ISDN BRI- Conversion As Specified	1 to 10 Lines	Three (3) Business Days if a Loop is not involved (or) Thirteen (13) Business Days if a Loop is added or changed	24 hrs
	11 or more Lines	ICB	24 hrs
UNE-P ISDN PRI 'New'- T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
UNE-P ISDN PRI 'New'- Trunks	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
Conversion to UNE-P ISDN PRI- T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
Conversion to UNE-P ISDN PRI- Trunks	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs

**EXHIBIT C
SERVICE INTERVAL TABLES***

	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
UNE-P Centrex 21 - Non Designed- Conversions as Specified	1 to 10 Lines	Five (5) Business Days	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P Centrex 21 - Non Designed- New Installations	1 to 10 Lines [Facility check indicates "Available Dispatch Required" and Dispatch "Yes" .]	Five (5) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Establish Common Block	1 to 10 Lines - No Optional Features	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
	1 to 10 Lines - w/ Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	24 hrs OOS 48 hrs AS
	11-21 Lines – No Optional Features	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
	11 to 21 Lines – w/Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	24 hrs OOS 48 hrs AS
	22 or more Lines with or without Optional Features	ICB	24 hrs OOS 48 hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Feature Additions requiring Common Block activity per Common Block	1 to 10 Lines	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Line Class Codes (LCCs)/ CAT/NCOS/DPAT additions/changes requiring Common Block work.	Per Common Block (must be existing Line Class Codes(LCCs)/ CAT/NCOS/DPAT)	Five (5) Business Days	24 hrs OOS 48 hrs AS
	If new LCC/CAT/NCOS or DPAT	Twenty (20) Business Days	24 hrs OOS 48 hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES***

<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Centrex Management System (CMS)</p>	<p>New Common Blocks & Cust ID's (lines installed at the same time the Common Block is installed)</p>	<p>Twenty (20) Business Days (after the initial Common Block & associated lines are installed)</p>	<p>N/A</p>
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Designed Services subsequent to initial Common Block installation</p>	<p>Tie Lines/DFI/FX</p>	<p>Thirteen (13) Business Days (may be longer due to facility due date requirements)</p>	<p>24 hrs OOS 48 hrs AS</p>
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Centrex Management System (CMS) Network Access Registers (NARs)</p>	<p>Additional/New Station Lines to be added to CMS</p>	<p>Five (5) Business Days after line is installed</p>	<p>N/A</p>
	<p>Additions</p>	<p>Five (5) Business Days</p>	<p>N/A</p>
	<p>Change from Non Blocked to Blocked Service</p>	<p>ICB</p>	<p>N/A</p>
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Station Lines (subsequent to the establishment of the Common Block) Includes: Conversions New Lines Moves NOTE: On conversions, numbers are "chipped" into the Common Block at the time of installation.</p>	<p>1 to 10 Lines per location</p>	<p>Five (5) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.</p>	<p>24 hrs OOS 48 hrs AS</p>
	<p>11 to 20 Lines per location</p>	<p>Ten (10) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.</p>	<p>24 hrs OOS 48 hrs AS</p>
	<p>21 or more Lines per location</p>	<p>ICB</p>	<p>24 hrs OOS 48 hrs AS</p>
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Line Feature changes/additions/Removals</p>	<p>1 to 19 Lines</p>	<p>Three (3) Business Days</p>	<p>24 hrs OOS 48 hrs AS</p>
	<p>20 or more Lines</p>	<p>ICB</p>	<p>24 hrs OOS 48 hrs AS</p>

**EXHIBIT C
SERVICE INTERVAL TABLES***

<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Designed Services subsequent to initial Common Block installation</p>	Tie Lines/DFI/FX	Thirteen (13) Business Days (may be longer due to facility due date requirements)	24 hrs OOS 48 hrs AS
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Automatic Route Selection (ARS)</p>	Subsequent to Common Block Installation	Twenty (20) Business Days (may be longer if the activation of ARS is tied to a Private Line facility installation)	24 hrs OOS 48 hrs AS
	<p>Changes to Patterns: 1 to 25 changes 26 to 50 changes 51 or more changes</p>	<p>Business Days: Five (5) days Ten (10) days Twenty (20) days</p>	24 hrs OOS 48 hrs AS
	Adding new Patterns	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Uniform Call Distribution (UCD)</p>	Per Request	Thirteen (13) Business Days	24 hrs OOS 48 hrs AS
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Additional Numbers subsequent to initial Common Block installation</p> <p>NOTE: Additional numbers are "chipped" into the Common Block at the time of request.</p>	Blocks (No limit on amount of numbers.)	Five (5) Business Days	N/A

**EXHIBIT C
SERVICE INTERVAL TABLES***

Enhanced Extended Loop Service Interval Table (EEL):

Product	Services Ordered	Installation Commitments	Repair Commitments
Enhanced Extended Loop (EEL)- DS0 or Voice Grade Equivalent	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
Enhanced Extended Loop (EEL) – 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
Enhanced Extended Loop (EEL) – 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

**EXHIBIT C
SERVICE INTERVAL TABLES***

Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is		ICB	24 hrs OOS 48 hrs AS
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* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

AY-2745-02-382

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:

Tom Simmons
 Midcontinent Communications
 5001 W 41st St
 Sioux Falls SD 57106

2. Article Number (Copy from service label)

7001 1940 0005 3426 9267

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

P-21-02

C. Signature

X Elizabeth Allen Agent
 Addressee

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

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

AY-2745-02-382

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:

Tom Simmons
 Midcontinent Comm Inc
 5001 W 41st St
 Sioux Falls SD 57106

2. Article Number (Transfer from service label)

7001 1940 0005 3426 5450

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent

X Elizabeth Allen Addressee

B. Received by (Printed Name)

C. Date of Delivery

E. Archer

10-15

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

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes