

# DIVIDER

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

PU-2746-02-383

VAL-ED Joint Venture, L.L.P./Qwest Corporation  
Interconnection Agreement Amendment

Application

Filed 7/26/2002

Closed 10/14/2002

02

## DESCRIPTION

**Scott, Sandi L.**

---

**From:** Bauske, Shelly A.  
**Sent:** Monday, October 14, 2002 3:35 PM  
**To:** Scott, Sandi L.  
**Subject:** FW: Money Received.....

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

**From:** Geiger, Gloria A.  
**Sent:** Monday, October 14, 2002 3:27 PM  
**To:** Bauske, Shelly A.  
**Cc:** Geiger, Gloria A.  
**Subject:** RE: Money Received.....

All combination may be deposited under the same project number.

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

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

**From:** Bauske, Shelly A.  
**Sent:** Monday, October 14, 2002 2:02 PM  
**To:** Geiger, Gloria A.  
**Subject:** Money Received.....

Case No. PU-2311-02-220  
Comm South Companies  
\$80.87  
7700 8503 248 21210

Case No. PU-2477-01-436  
Premiere Network Services  
\$80.87  
7700 8503 248 21210

Case No. PU-2756-02-403  
Northwest Communications Cooperative  
\$18.69  
7700 8503 248 22339

Case No. PU-2084-01-437  
Val-Ed Joint Venture  
\$80.87

7700 8503 248 21210

**8 PU-2311-02-220** Pages: 0  
\$80.87 received  
by Comm South Companies, Inc.  
10/16/2002 CC: Comm Legal Ilona Pat .

**8 PU-2477-01-436** Pages: 0  
\$80.87 received  
by Premiere Network Services, Inc.  
10/16/2002 CC: Comm Legal Ilona Pat .

**11 PU-2756-02-403** Pages: 0  
\$18.69 received  
by Northwest Communications Cooperative  
10/16/2002 CC: Comm Legal Ilona Jerry .

**8 PU-2084-01-437** Pages: 0  
\$80.87 received  
by VAL-ED Joint Venture, L.L.P.  
10/16/2002 CC: Comm Legal Ilona Pat .

**12 PU-2746-02-383** Pages: 0  
\$18.70 received  
by VAL-ED Joint Venture, L.L.P.  
10/16/2002 CC: Comm Legal Ilona Jerry .

Case No. PU-2746-02-383  
Val-Ed Joint Venture  
\$18.70  
7700 8503 248 22339

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Interconnection Agreement Amendments

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

Interconnection Agreements

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

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

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

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Sharon Helbling** deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **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 41<sup>st</sup> 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

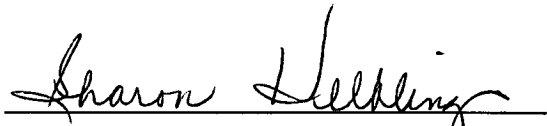
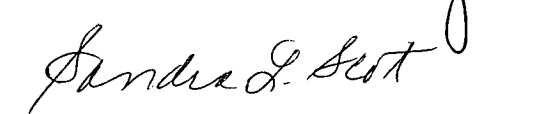
Ardon M Doran  
Red River Rural Telephone Assoc  
Red River Telecom Inc  
P O Box 136  
Abercrombie ND 58001

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:

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

Interconnection Agreements

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

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

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

JRL/sdh

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

Interconnection Agreement Amendments:

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

Interconnection Agreements

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

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

## 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.

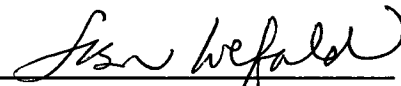
### Order

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

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

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

Case No. PU-2746-02-383

Qwest  
? \$18.69

Case No. PU-2745-02-382

Qwest  
? \$18.69

Case No. PU-2463-02-340

Qwest  
? \$18.70

Case No. PU-2469-02-339

Qwest  
? \$18.70

Total Qwest: \$74.78

✓ 8	<b>PU-2746-02-383</b>	Pages: 0
	\$18.69 received	
	by Qwest Corporation	
	10/07/2002	CC: Comm Legal Ilona Jerry .
8	<b>PU-2745-02-382</b>	Pages: 0
	\$18.69 received	
	by Qwest Corporation	
	10/07/2002	CC: Comm Legal Ilona Jerry .
8	<b>PU-2463-02-340</b>	Pages: 0
	\$18.70 received	
	by Qwest Corporation	
	10/07/2002	CC: Comm Legal Ilona Jerry .
8	<b>PU-2469-02-339</b>	Pages: 0
	\$18.70 received	
	by Qwest Corporation	
	10/07/2002	CC: Comm Legal Ilona Jerry .
8	<b>PU-2761-02-408</b>	Pages: 0
	\$18.69 received	
	by Cellco Partnership/Dickey Rural Telephone Cooper	
	10/07/2002	CC: Comm Legal Ilona Jerry .
8	<b>PU-2760-02-407</b>	Pages: 0
	\$18.69 received	
	by Cellco Partnership/Dickey Rural Communications, ll	
	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

VAL-ED Joint Venture, L.L.P./  
Qwest Corporation  
Interconnection Agreement Amendment  
Application

Case No. PU-2746-02-383

I move the Commission bill VAL-ED Joint Venture, L.L.P. and Qwest Corporation for costs incurred to date in Case No. PU-2746-02-383, VAL-ED Joint Venture, L.L.P./Qwest Corporation, Interconnection Agreement Amendment, Application.



Public Service Commission  
State of North Dakota

COMMISSIONERS

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

Executive Secretary  
Jon H. Mielke

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

September 25, 2002

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

Dan Kuntz  
PO Box 1695  
Bismarck ND 58502-1695

RE: Case No. PU-2746-02-383  
VAL-ED Joint Venture, L.L.P./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-2746-02-383.

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,

A handwritten signature in black ink, appearing to read "Gloria Geiger".

Gloria Geiger  
Admin Staff Officer  
701-328-2401

Enc.

c: Scott Macintosh                      Director - Interconnection Compliance  
Qwest Corporation                      Qwest Corporation  
PO Box 5508                              1801 California St Rm 2410  
Bismarck ND 58502-5508              Denver CO 80202

# Billing Statement

September 25, 2002

VAL-ED Joint Venture, L.L.P./  
Qwest Corporation  
Interconnection Agreement Amendment  
Application

Case No. PU-2746-02-383

## Bill To:

VAL-ED Joint Venture, L.L.P.....	\$18.70
Qwest Corporation .....	\$18.69

## Expenses Incurred to Date:

Advertising Costs	\$37.39
-------------------	---------

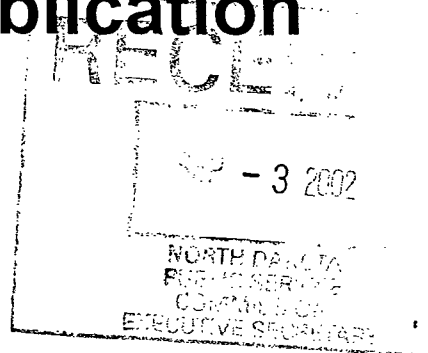
## Send Payment and a Copy of this Statement To:

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:

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

Signed: [Signature]

Subscribed and sworn to before me this 30<sup>th</sup> 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

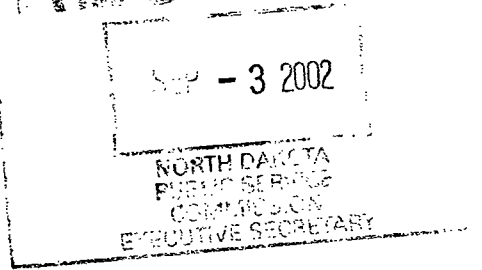
## INVOICE

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
6	PU-2750-02-397	Pages: 1	6	PU-2762-02-409	Pages: 1
6	PU-2751-02-398	Pages: 1	6	PU-2763-02-410	Pages: 1
6	PU-2752-02-399	Pages: 1	6	PU-2764-02-411	Pages: 1
6	PU-2753-02-400	Pages: 1	6	PU-2765-02-412	Pages: 1
6	PU-2754-02-401	Pages: 1	6	PU-2766-02-413	Pages: 1
6	PU-2755-02-402	Pages: 1	6	PU-2767-02-414	Pages: 1
6	PU-2756-02-403	Pages: 1	6	PU-2768-02-415	Pages: 1
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.

ntsf

09/03/2002

CC: Comm Legal Ilona Jerry.

periodic rate

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

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Interconnection Agreement Amendments

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

Interconnection Agreements

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

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

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

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Sharon Helbling** deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **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**

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

**Cert. No. 7001 1940 0005 3426 9199**

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

**Cert. No. 7001 1940 0005 3426 9274**

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

**Cert. No. 7001 1940 0005 3426 9182**

Tom Simmons  
Midcontinent Communications Inc  
5001 W 41<sup>st</sup> St  
Sioux Falls SD 57106

**Cert. No. 7001 1940 0005 3426 9267**

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

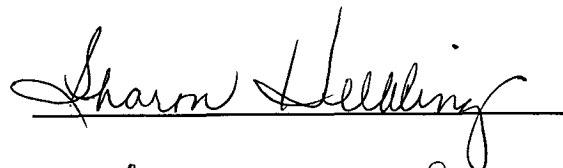
David Dunning  
Polar Communications Mut Aid Corp  
Polar Telecommunications Inc  
P O Box 270  
Park River ND 58270

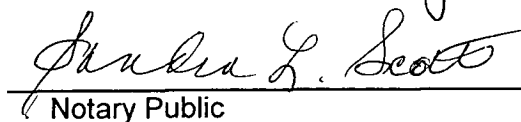
Ardon M Doran  
Red River Rural Telephone Assoc  
Red River Telecom Inc  
P O Box 136  
Abercrombie ND 58001

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.**

  
\_\_\_\_\_

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

SEAL



**STATE OF NORTH DAKOTA**  
**PUBLIC SERVICE COMMISSION**

*Interconnection Agreement Amendments*

<b>1-800-RECONEX, Inc./Qwest Corporation</b>	<b>Case No. PU-2469-02-339</b>
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<b>Cellco Partnership/West River Telecommunications Cooperative</b>	<b>Case No. PU-2757-02-404</b>
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<b>Cellco Partnership/Dakota Central Telecom I</b>	<b>Case No. PU-2759-02-406</b>
<b>Cellco Partnership/Dickey Rural Communications, Inc.</b>	<b>Case No. PU-2760-02-407</b>
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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

**AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL**

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Sharon Helbling** deposes and says that:

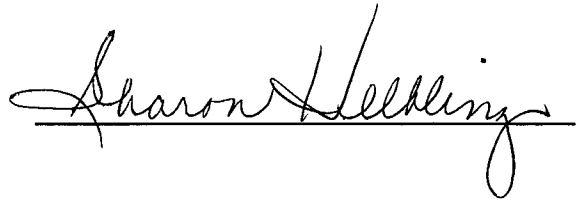
she is over the age of 18 years and not a party to this action and, on the **19th day of August, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, and/or e-mailed a copy of:

**Notice of Opportunity to File Written Comments**

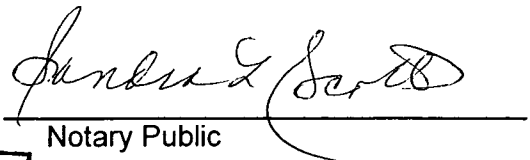
To:

***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

SEAL



wbrudvik@ohnstadlaw.com  
William Brudvik

donlee@martin-associates.com  
Don Lee

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

Advanced Telcom Inc  
19 Old Courthouse Sq  
Santa Rosa CA 95404-4920

jbrowne@lga.att.com  
Janet Browne  
AT&T  
1875 Lawrence St 14th Fl  
Denver CO 80202

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

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

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

beth.spradley@statescape.com  
Beth Spradley  
Beth Spradley  
Statescape  
1911 N Ft Meyer Dr Ste 702  
Arlington VA 22209

C12 Inc  
200 Galleria Pkwy Ste 1200  
Atlanta GA 30339

laurie.sims@connect.com  
Laurie Sims  
CCCND Inc  
124 W Capitol Ave Ste 250  
Little Rock AR 72201

Citizens Telecomm Co of Minnesota  
3 High Ridge Park  
Stamford CT 06905

Citizens Telecomm Co of ND  
3 High Ridge Pk  
Stamford CT 06905

ltade@czn.com  
Lance Tade  
Citizens Telecomm of ND

Daniel L Barth  
Comm South Companies Inc  
6830 Walling Ln  
Dallas TX 75231-7204

Computer Integrated Communications Inc  
8502 Bells Mill Rd  
Potomac MD 20854-4071

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

Consolidated Telcom  
PO Box 1077  
Dickinson ND 58601-1077

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

Robert Hill  
Daktel Communications LLC  
P O Box 299  
Carrington ND 58421-0299

Dave Dircks  
DCN LLC  
P O Box 180  
Devils Lake ND 58301-0180

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

bgipson@excel.com  
Becky Gipson  
eMeritus Communications Inc  
1600 Viceroy Dr  
Dallas TX 75235

Essex Communications Inc  
543 Main St  
New Rochelle NY 10801-7214

sheba.chacko@btna.com  
Sheba Chacko  
Concert Communications Sales LLC  
11911 Freedom Dr 11th Fl  
Reston VA 20190

paul@consolidatedtelcom.com  
Paul Schuetzler  
Consolidated Telcom  
PO Box 1077  
Dickinson ND 58601-1077

Contact Communications  
937 W Main St  
Riverton WY 82501

mjrasher@msn.com  
Mary Jane Rasher  
DCI Group

Dickey Rural Services Inc  
P O Box 69  
Ellendale ND 58436

DIECA Communications Inc  
3420 Central Expy  
Santa Clara CA 95051-0703

Essential.com Inc  
1 Burlington Woods  
Burlington MA 01803-4503

Evercom Systems Inc  
8201 Tristar Dr  
Irving TX 75063-2824

bgipson@excel.com  
Becky Gipson  
Excel Telecommunications Inc  
1600 Viceroy Dr  
Dallas TX 75235

meredith.gifford@gecapital.com  
Meredith Gifford  
GE Business Productivity Solutions Inc  
6540 Powers Ferry Rd  
Atlanta GA 30339

Global Tel\*Link Corporation  
2609 Cameron St  
Mobile AL 36607

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

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

Julia Waysdorf  
ICG Telecom Group Inc  
161 Inverness Dr W  
Englewood CO 80112

jamie@ignus.com  
Jamie Kubik  
Ignus Inc  
P O Box 9202  
Fargo ND 58106-9202

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

Dave Waters  
Fairpoint Communications Solutions  
521 E Morehead St Ste 250  
Charlotte NC 28202-2695

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

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

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

HTC Services Inc  
P O Box 55  
Halstad MN 56548

carl.billek@corp.idt.net  
Carl Billek  
IDT America, Corp.  
520 Broad St 7th Fl  
Newark NJ 07102

karen.johnson@integratelecom.com  
Karen Johnson  
Integra Telecom of North Dakota Inc  
19545 Von Neumann Dr Ste 200  
Beaverton OR 97006-6902

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

Intrado Communications Inc  
6285 Lookout Rd  
Boulder CO 80301

IPVoice Communications Inc  
14860 Montfort Dr Ste 210  
Dallas TX 75254-6772

anewell@jato.net  
Andrew R Newell  
JATO Operating Two Corp  
600 17th St Ste 18005  
Denver CO 80202-5441

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

Steven Katka  
Loretel Systems Inc  
13 E 4th Ave  
Ada MN 56510

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

john\_sullivan@cable.comcast.com  
John Sullivan  
McLeodUSA

Amy Ibis  
McLeodUSA  
5100 S McLeod Ln  
Sioux Falls SD 57108-2207

Neil Schmid  
Ionex Communications North Inc  
15305 Dallas Pkwy Ste 1500  
Addison TX 75001-6768

James Valley Coop Telephone Co  
P O Box 69  
Ellendale ND 58436-0069

KMC Telecom V Inc  
1545 Rt 206  
Bedminster NJ 07921

barbara.loscalzo@lmco.com  
Barbara Loscalzo  
Lockheed Martin Global Telecomm  
2339 Route 70 West  
Cherry Hill NJ 08002

susan.a.travis@wcom.com  
Susan Travis  
MCI Worldcom  
201 Spear St 9th Fl  
San Francisco CA 94105

McKenzie Consolidated Telecom LLC  
P O Box 1140  
Watford City ND 58854-1140

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

knations@mmfn.com  
Karen Nations  
Metromedia Fiber Network Services Inc  
360 Hamilton Ave  
White Plains NY 10601

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

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

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

info@newaccess.cc  
Steven C Clay  
New Access Communications LLC  
801 Nicollet Ave Ste 350  
Minneapolis MN 55402

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

Dave Dircks  
North Dakota Long Distance Inc  
P O Box 180  
Devils Lake ND 58301-0180

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

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

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

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

jsilveira@netlojix.com  
Janet Medeiros-Silveira  
NetLogix Telecom Inc  
501 Bath St  
Santa Barbara CA 93101

New Edge Network Inc  
3000 Columbia House Blvd Ste 106  
Vancouver WA 98661

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

pat@ndta.net  
Patricia Gisinger  
North Dakota Telephone Assoc  
PO Box 2614  
Bismarck ND 58502-2614

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

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

Jeff Walker  
Preferred Carrier Services Inc  
14681 Midway Rd Ste 105  
Dallas TX 75001

mbosh@srt.com  
Mike Bosh  
Pringle and Herigstad P C  
PO Box 1000  
Minot ND 58702-1000

sschwan@qwest.com  
Suzy Schwandt  
Qwest Corporation

mkambeiqwest.com  
Mel Kambeitz  
Qwest Corporation  
220 N 5th St  
Bismarck ND 58501

maneill@qwest.com  
Mary Ann Neill  
Qwest Corporation  
1801 California St Rm 4700  
Denver CO 80202

areyes@telfile.com  
Ayanery Reyes  
QX Telecom LLC  
230 5th Ave Ste 800  
New York NY 10001

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

royce@restel.net  
Royce Aslakson  
Reservation Telephone Cooperative  
Parshall ND 58770

Premiere Network Services Inc  
1510 N Hampton Rd Ste 120  
DeSoto TX 75115

Scott Lee  
Protel Advantage Inc  
3145 Hafner Ct  
Shoreview MN 55126-3802

kblicke@qwest.com  
Kent Blickensderfer  
Qwest Corporation  
PO Box 5508  
Bismarck ND 58502-5508

smacint@qwest.com  
Scott Macintosh  
Qwest Corporation  
PO Box 5508  
Bismarck ND 58502-5508

saberry@qwest.com  
Sharon Berry  
Qwest Corporation  
409 1st Ave N  
Fargo ND 58102-4802

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

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

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

shaneh@restel.net  
Shane Hart  
Reservation Telephone Cooperative  
Parshall ND 58770

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

ServiSense.com Inc  
115 Shawmut Rd  
Canton MA 02021-1438

bobhill@skylandnd.net  
Bob Hill  
Skyland Technologies Inc  
P O Box 939  
Williston ND 58802-0939

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

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

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

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

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

kimrw@srttel.com  
Kim Weydahl  
SRT Communications Inc  
P O Box 789  
Minot ND 58702-0789

mdickers@state.nd.us  
Marcy Dickerson  
State Tax Department  
State Capitol  
Bismarck ND 58505

stthomas@talk.com  
Sharon Thomas  
Talk America Inc  
12001 Science Dr Ste 130  
Orlando FL 32826

Telera Communications Inc  
910 E Hamilton Ave Ste 200  
Campbell CA 95008

Touch America Inc  
40 E Bdwy  
Butte MT 59701

jennifer.arnold@uslink.com  
Jennifer Arnold  
U S Link Inc  
P O Box 317  
Pequot Lakes MN 56472-0327

lahall@usgs.gov  
Lenora Hall  
U S Geological Survey

kjvannin@usgs.gov  
K Vannin  
U S Geological Survey

United Communications HUB Inc  
225 S Lake Ave Ste 705  
Pasadena CA 91106

VarTec Telecom Inc  
1600 Viceroy Dr  
Dallas TX 75235

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

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

U S West Interprise America Inc  
7800 E Orchard Rd Ste 480  
Englewood CO 80111

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

anthony.gillman@verizon.com  
Anthony Gillman  
Verizon Select Services Inc  
P O Box 110  
Tampa FL 33601-0110

mickg@westriv.com  
Mick Grosz  
West River Telecommunications Coop  
PO Box 467  
Hazen ND 58545-0467

Jennifer Sikes  
1-800 Reconex  
2500 Industrial Ave  
Hubbard OR 97032

Ann Faught  
Absaraka Co-op Tele Co  
Absaraka ND 58002

ACN Communications Services Inc  
32991 Hamilton Ct  
Farmington Hills MI 48334

Arch Paging  
11437 Valley View Rd  
Eden Prairie MN 55344

Leeann Brunnette  
AT&T  
P O Box 71142  
Clive IA 50325-0142

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

John Broten  
Bell Atlantic Communications Inc  
1320 N Court House Rd 9th Fl  
Arlington VA 22201

Jennifer Whitley  
Business Discount Plan Inc  
1 World Trade Ctr Ste 800  
Long Beach CA 90831-0800

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

Choctaw Communications Inc  
1600 Viceroy  
Dallas TX 75235

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

Comcast Business Communications Inc  
650 Centerton Rd  
Moorestown NJ 08057

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

Murray Barr  
Competitive Strategies Group Inc  
164 N Euclid Ave  
Oak Park IL 60302-2106

D D D Calling Inc  
6300 Richmond Ave Ste 304  
Houston TX 77057

Keith Larson  
Dakota Central Tele Coop  
PO Box 299  
Carrington ND 58421-0299

Keith Larson  
Dakota Central Telecom I  
PO Box 299  
Carrington ND 58421-0299

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

DSLnet Communications LLC  
545 Long Wharf Dr  
New Haven CT 06511

Easton Telecom Services Inc  
3046 Brecksville Rd #A  
Richfield OH 44286-9399

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

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

Lucille Nilson  
Griggs County Telephone Company  
Cooperstown ND 58425

Group Long Distance Inc  
9500 Toledo Way  
Irvine CA 92618-1806

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

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

Ken Hanks  
International Telcom Ltd  
417 2nd Ave W  
Seattle WA 98119

David A. Huberman  
Intrado Communications Inc  
6285 Lookout Rd  
Boulder CO 80301

Sue Weiske  
Ionex Communications North Inc  
15305 Dallas Pkwy Ste 1500  
Addison TX 75001-6768

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

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

Katherine E Ford  
U S WEST  
1801 California St Ste 5100  
Denver CO 80202  
Thomas K Crowe  
Law Offices of Thomas K Crowe PC  
2300 M St NW Ste 800  
Washington DC 20037

Myer Shark  
Knollwood Place Apts #221  
3630 Phillips Pkwy  
St Louis Park MN 55426

LCI International Telecom Corp  
4650 Lakehurst Ct  
Dublin OH 43017

Level 3 Communications LLC  
3555 Farnam St  
Omaha NE 68131

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

Jim Marchant  
Maxcess Inc  
P O Box 951419  
Lake Mary FL 32795-1419

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

MCImetro Access Transmission Services  
707 17th ST Ste 3600  
Denver CO 80202

Midcontinent Communications  
410 South Phillips Ave  
Sioux Falls SD 57104

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

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

MVX Communications LLC  
100 Rowland Way Ste 145  
Novato CA 94945

Richard Thronson  
Nemont Telephone Cooperative Inc  
Scobey MT 59263

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

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

Quintelco Inc  
1 Blue Hill Plaza  
Pearl River NY 10965

Charles Steese  
Qwest Corporation  
1801 California St Ste 5100  
Denver CO 80202

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

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

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

Mike Strand  
MITS  
PO Box 5237  
Helena MT 59604-5237

Dave Crothers  
NDATC  
Box 1144  
Mandan ND 58554-1144

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

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

QuantumShift Communications Inc  
101 Rowland Way Ste 300  
Novato CA 94945

Heather Troxell  
Qwest Communications Corporation  
4250 Fairfax Dr  
Arlington VA 22203

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

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

Lisa Dabkowski  
SNET America Inc  
310 Orange St  
North Haven CT 06510-1719

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

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

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

T-Netix Inc  
P O Box 701028  
Dallas TX 75370-1028

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

Kenneth Carlson  
United Telephone Mut Aid Corp  
Langdon ND 58249

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

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-2746-02-383**      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:

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

Interconnection Agreements

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

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

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:

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

Interconnection Agreements

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<b>Cellco Partnership/Moore and Liberty Telephone Company</b>	<b>Case No. PU-2755-02-402</b>
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<b>Cellco Partnership/West River Telecommunications Cooperative</b>	<b>Case No. PU-2757-02-404</b>
<b>Cellco Partnership/Dakota Central Telecommunications Cooperative</b>	<b>Case No. PU-2758-02-405</b>
<b>Cellco Partnership/Dakota Central Telecom I</b>	<b>Case No. PU-2759-02-406</b>
<b>Cellco Partnership/Dickey Rural Communications, Inc.</b>	<b>Case No. PU-2760-02-407</b>
<b>Cellco Partnership/Dickey Rural Telephone Cooperative</b>	<b>Case No. PU-2761-02-408</b>
<b>Cellco Partnership/Midstate Communications, Inc.</b>	<b>Case No. PU-2762-02-409</b>

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

## **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:

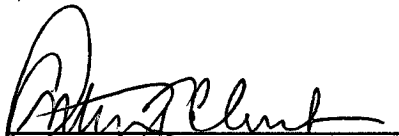
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

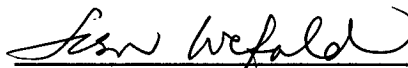
In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

**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**

Lyle W. Kirmis  
Lance D. Schreiner, P.C.  
James S. Hill, P.C. \*\*^  
Patrick J. Ward\*\*\*^  
Rebecca S. Thiem, P.C.\*\*  
Daniel S. Kuntz, P.C.  
Jerry W. Evenson, P.C.^  
Lawrence A. Dopson  
Tracy Vigness Kolb, P.C.  
Michael F. McMahon\*\*\*^  
Shawnda R. Reid\*\*\*  
Constance N. Hofland

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

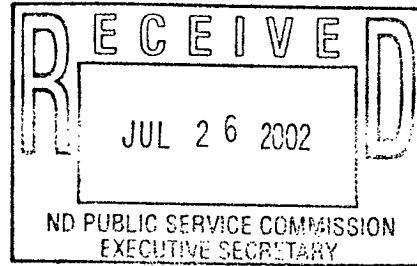
Of Counsel  
John A. Zuger  
-----  
Thomas O. Smith  
1944-2001

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 -- 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480



**Re: Amendment to Interconnection Agreement Between Qwest Corporation and Val-Ed Joint Venture, L.L.P.**

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of an Amendment to the Wireline Interconnection Agreement between Val-Ed Joint Venture, L.L.P. and Qwest Corporation. This document amends an Interconnection Agreement that was approved by the Commission on July 28, 1999 in Case No. PU-2104-99-259. The Amendment adds terms and conditions for Unbundled Dark Fiber. Contact information for Val-Ed Joint Venture should be sent to James Walter, 702 Main Avenue, Moorhead, MN 56560.

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.

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

Sincerely,

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

Daniel S. Kuntz

Enclosures

c: Scott Macintosh w/enc.  
Debra Hartl wo/enc.  
James Walter wo/enc.

1

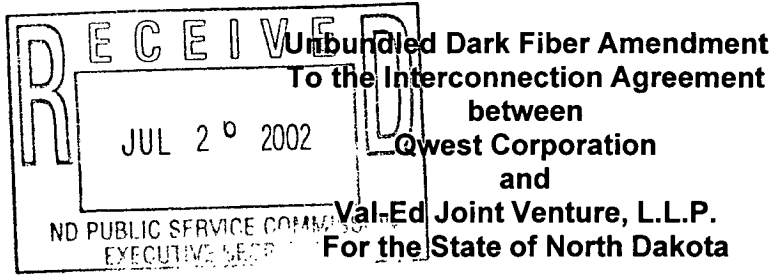
**PU-2746-02-383**

Pages: 14

Interconnection Agreement Amendment  
application  
by VAL-ED Joint Venture, L.L.P./Qwest Corporation by

07/26/2002

CC: Comm Legal Ilona Jerry .



This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Val-Ed Joint Venture, L.L.P. ("CLEC"), a Minnesota limited liability partnership.

### 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 July 28, 1999, as referenced in Case No. PU-2104-99-259 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement by adding the terms, conditions and rates contained herein.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### 1. Amendment Terms

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

#### 2. Effective Date

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

#### 3. Further Amendments

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

both Parties. This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous agreements and amendments entered into between the Parties with respect to the subject matter 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.

**Val-Ed Joint Venture, L.L.P.**

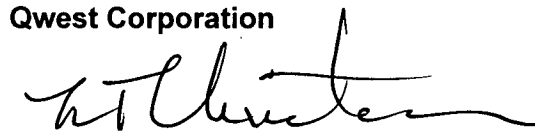
  
\_\_\_\_\_  
Authorized Signature

James Walter  
\_\_\_\_\_  
Name Printed/Typed

President/CEO  
\_\_\_\_\_  
Title

7-17-02  
\_\_\_\_\_  
Date

**Qwest Corporation**

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

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Business Policy  
\_\_\_\_\_  
Title

7/22/02  
\_\_\_\_\_  
Date

## ATTACHMENT 1

### 1.0 Unbundled Dark Fiber

#### 1.1 Description

1.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an end user customer premises in the same LATA and state. UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an deployed route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes a deployed Loop or section of a deployed Loop between a Qwest Wire Center and an end user customer premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a CLEC Wire Center. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provided access to another person or entity. Deployed Dark Fiber facilities shall not be limited to facilities owned by Qwest, but will include in place and easily called into service facilities to which Qwest has otherwise obtained a right of access, including but not limited to capitalized Indefeasible Right to Use (IRUs) or capitalized leases. Qwest shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Qwest's access; however, in the case of access obtained from an affiliate: (a) the actual practice and custom as between Qwest and the affiliate shall apply, in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by CLEC that are imposed by the agreement with the affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the affiliate has gained rights of access) shall not be applied to restrict CLEC access.

#### 1.2 Terms and Conditions

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

1.2.2 Qwest provides access to unbundled Dark Fiber at:

1.2.2.1 Accessible terminations such as fiber distribution panels.

1.2.2.2 Splice cases (except those that are buried and are not readily accessible without excavation) in the UDF-Loop and E-UDF, subject to the following conditions:

1.2.2.2.1 Unspliced fiber is available, subject to Section 1.2.5;

1.2.2.2.2 Available unspliced fiber is not ribbon fiber;

- 1.2.2.2.3 Splice capacity is available in the Qwest splice case;
- 1.2.2.2.4 Space exists for CLEC splice case;
- 1.2.2.2.5 Qwest will perform splice in Qwest splice case;
- 1.2.2.2.6 CLEC shall not have access to Qwest's splice case;
- 1.2.2.2.7 Qwest will provide a fiber stub for CLEC to splice the Qwest fiber stub to CLEC fiber strand in CLEC splice case;
- 1.2.2.2.8 Qwest will perform all splices in Qwest splice case when CLEC is not providing fiber facilities;
- 1.2.2.2.9 Qwest will not open or break any existing splices on continuous fiber optic cable routes. Where the end of a fiber optic strand exists in a splice case, Qwest will open that splice case and stub out the end of the Dark Fiber strand for CLEC;
- 1.2.2.2.10 CLEC will perform splices in CLEC splice case per Technical Publication 77383;
- 1.2.2.2.11 Qwest will perform all modifications associated with access to UDF via splicing under the terms of Exhibit A; and
- 1.2.2.2.12 All access is subject to the Field Verification and Quote Preparation (FVQP).

1.2.2.3 CLEC may request placement of a FDP at any building or controlled environment location in the Qwest network in order to access unterminated UDF pursuant to the provisions of the Agreement.

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

1.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of two (2) strands (by the pair). In addition, after May 31, 2001, Qwest will provide UDF to CLEC in increments of one (1) strand. CLEC may obtain up to twenty five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of Loop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. Efficient use of E - UDF is defined as providing a minimum of OC -3 termination on each fiber pair.

CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

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

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

b) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) calendar days of denying CLEC's request (by written notice) to unbundle Dark Fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and provisioning processes of Section 1.3 shall continue.

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

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

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

1.2.9 CLEC shall not use UDF as a substitute for special or switched access services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC (See 9.23.3.7.2).

1.2.10 Upon thirty (30) calendar days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving end user customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this

Amendment pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to end user customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

1.2.11 Reserved for Future Use

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

1.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions set forth herein.

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

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

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

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

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

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

1.2.17.2 UDF-Loop: Qwest will provide the light detector at the

Serving Wire Center, and CLEC will provide the light generating equipment at the appropriate outside plant structure or end user customer premises.

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

1.2.18 If, within ten (10) days of the date Qwest provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, Qwest will refund the nonrecurring charges associated with the provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

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

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

### **1.3 Ordering Processes**

Ordering processes and installation intervals are as follows:

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

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

1.3.1.2 Qwest will notify CLEC, within the interval set forth in Exhibit B of this Amendment, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's request pursuant to Section 1.2.5 (b), Qwest

shall provide written notice of denials pursuant to (iii) above.

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

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

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

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

1.3.3.2 Reserved for Future Use

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

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

1.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to section 1.3.1 of

this Amendment and receive a UDF Inquiry Response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a Field Verification that the route to be reserved is available. If CLEC does not obtain Field Verification, CLEC assumes the risk that records upon which the UDF Inquiry Response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) days. CLEC may extend or renew reservations if there is delay in completion of the Collocation build. All applicable UDF recurring charges specified in sections 1.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for provisioning and cross connects will be assessed at the time of installation.

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

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

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

#### **1.5 Rate Elements**

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

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

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers or an end user premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for thirty (30) calendar days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and customer premises (i.e.,

IRI). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Field Verification charge assessed in the context of the reservation.

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

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

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

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

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

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical demarcation point (ICDF). A minimum of two (2) UDF-IOF fiber cross connects apply per pair. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to CLEC's order for UDF-IOF.

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

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

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

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

#### 1.5.2.3 Extended Unbundled Dark Fiber Rate Elements

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

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

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

**Exhibit A  
NorthDakota\***

Amendment				
			Recurring	Non-Recurring
				Notes
<b>9.7 Unbundled Dark Fiber (UDF)</b>				
9.7.1	Single Strand Increments - 1 Fiber			
	Termination, Fixed 1 Fiber/Office		\$5.69	1
	Fiber Transport, per Mile / 1 Fiber		\$98.68	1
	Fiber Cross-Connect / 1 Fiber		\$5.00	1
	UDF-Loop Charges - 1 Fiber			
	Termination, Fixed 1 Fiber/Office		\$5.69	1
	Termination, Fixed 1 Fiber /Prem		\$81.90	1
	Fiber Loop, per Route/ 1 Fiber		\$2.36	1
	Extended Unbundled Dark Fiber (E-UDF) - 1 Fiber			
	Termination, Fixed 1 Fiber/Office		\$5.69	1
	Termination, Fixed 1 Fiber /Prem		\$81.90	1
	Fiber Transport, per Route/ 1 Fiber		\$2.36	1
9.7.2	Initial Records Inquiry (IRI)			
	Simple			\$262.71 1
	Complex			\$308.40 1
9.7.3	Field Verification and Quote Preparation (FVQP)			\$1,051.28 1
9.7.4	Field Verification (Engineering Verification)			\$361.11 1
9.7.5	UDF-IOF Charges			
	Order Charge per 1st Pair or Strand /Route/Order			\$619.01 1
	Order Charge each. Addl. Pair or Strand/Same Route			\$283.13 1
	Termination, Fixed Per Pair Office		\$9.11	1
	Fiber Transport, per Mile/Pair		\$73.01	1
	Fiber Cross-Connect Per Pair/Office		\$5.06	\$22.45 1
9.7.6	UDF-Loop Charges			
	Order Charge per 1st Pair or Strand /Route/Order			\$619.01 1
	Order Charge each. Addl. Pair or Strand/Same Route			\$283.13 1
	Termination, Fixed Per Pair/Office		\$9.55	1
	Termination, Fixed Per Pair/Prem		\$7.91	1
	Fiber Loop, per Route/Per Pr		\$85.25	1
	Fiber Cross-Connect Per Pair/Office		\$5.06	\$22.45 1
9.7.7	Extended Unbundled Dark Fiber (E-UDF)			
	Order Charge per 1st Pair or Strand /Route/Order			\$619.01 1
	Order Charge each. Addl. Pair or Strand/Same Route			\$283.13 1
	Termination, Fixed Per Pair/Office		\$9.55	1
	Termination Fixed Per Pair/Prem.		\$7.91	1
	Fiber Transport, per Route/Per Pr.		\$85.25	1
	Fiber Cross-Connect Per Pair/Office		\$5.06	\$22.45 1

NOTES:

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

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

**EXHIBIT B  
SERVICE INTERVAL TABLES\***

**Unbundled Dark Fiber Interval Table:**

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

