

DIVIDER

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

PU-2442-02-444

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

Filed 8/21/2002

Closed 10/25/2002

02

DESCRIPTION

APPROVED

DATE: 11-6-02
KMF

MOTION

November 6, 2002

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

Case No. PU-2442-02-444

I move the Commission bill New Edge Network, Inc. and Qwest Corporation for costs incurred to date in Case No. PU-2442-02-444, New Edge Network, Inc./Qwest Corporation, Interconnection Agreement Amendment, Application.



Public Service Commission
State of North Dakota

COMMISSIONERS

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

Executive Secretary
Jon H. Mielke

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

November 6, 2002

Stacey Waddell
New Edge Network Inc
3000 Columbia House Blvd
Vancouver WA 98661

Dan Kuntz
PO Box 1695
Bismarck ND 58502-1695

RE: Case No. PU-2442-02-444
New Edge Network, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Enclosed is a copy of the statement approved at the November 6, 2002 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2442-02-444.

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

Billing Statement

November 6, 2002

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

Case No. PU-2442-02-444

Bill To:

New Edge Network, Inc.....	\$73.26
Qwest Corporation	\$73.26

Expenses Incurred to Date:

Advertising Costs	\$146.52
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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~~

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Sprint Communications Company, L.P./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2271-02-436
New Edge Network, Inc./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2442-02-444
New Edge Network, Inc./Qwest Corporation Interconnection Agreement Application	Case No. PU-2442-02-456
Level 3 Communications, LLC/Qwest Corporation Interconnection Agreement Application	Case No. PU-2780-02-457
Ionex Communications North, Inc./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2491-02-462

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 **24th 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 5528

Ken Ross
Sprint
6450 Sprint Pkwy Mailstop: KSOPHN0212
Overland Park KS 66251
Cert. No. 7001 1940 0005 3426 5535

10 **PU-2442-02-444**

Pages: 2

Affidavit of Service

by Public Service Commission

10/24/2002

CC: Comm Legal Ilona Jerry

Peter Blisard
Level 3 Communications LLC
1025 Eldorado Blvd
Broomfield CO 80021
Cert. No. 7001 1940 0005 3426 5542

Robert McMillin
New Edge Network Inc
3000 Columbia House Blvd Ste 106
Vancouver WA 98661
Cert. No. 7001 1940 0005 3426 5559

Stacey Waddell
New Edge Network Inc
3000 Columbia House Blvd
Vancouver WA 98661
Cert. No. 7001 1940 0005 3426 5566

Russell C Merbeth
Ionex Communications North Inc
15305 Dallas Pkwy Ste 1500
Addison TX 75001
Cert. No. 7001 1940 0005 3426 5573

Sharon Helbling further deposes and says that on the **24th day of October, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

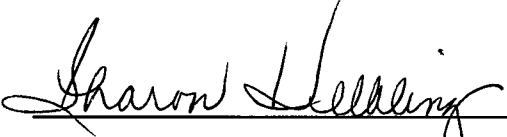
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508


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

Greg Rogers
Level 3 Communications LLC
1025 Eldorado Blvd
Broomfield CO 80021

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

Subscribed and sworn to before me
this **24th day of October, 2002**.





Notary Public

SEAL

CHARLENE A. MAGSTADT
Notary Public, State of NORTH DAKOTA
My Commission Expires Jan. 7, 2004

MOTION

October 23, 2002

APPROVED

DATE: 10-23-02
KMF

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

Case No. PU-2271-02-436

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

Case No. PU-2442-02-444

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

Case No. PU-2442-02-456

**Level 3 Communications, LLC/Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2780-02-457

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

Case No. PU-2491-02-462

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Sprint Communications Company, L.P./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2271-02-436**

**New Edge Network, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2442-02-444**

**New Edge Network, Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2442-02-456**

**Level 3 Communications, LLC/Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2780-02-457**

**Ionex Communications North, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2491-02-462**

ORDER

October 23, 2002

On August 13, 2002, Qwest Corporation (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with Sprint Communications Company, L.P. of Overland Park Kansas, Case No. PU-2271-02-436. This amendment sets rates, terms and conditions for unbundled loops, loop mux combination, special and bona fide requests, and single point of presence in the LATA.

On August 21, 2002, Qwest filed for approval of an amendment negotiated to its interconnection agreement with New Edge Network, Inc., of Vancouver WA, Case No. PU-2442-02-444. This amendment sets rates, terms and conditions for DC power reduction and collocation decommissioning, cancellation or transfer of responsibility.

On August 28, 2002, Qwest filed for approval of a new interconnection agreement negotiated with New Edge Network, Inc., Case No. PU-2442-02-456. This agreement supersedes a previous agreement and adopts Qwest's sixth revised Statement of Generally Available Terms and Conditions for interconnection of facilities, unbundled network elements, ancillary services and services for resale.

Also on August 28, 2002, Qwest filed for approval of an interconnection agreement negotiated with Level 3 Communications, LLC of Louisville CO, Case No. PU-2780-02-457. This agreement sets forth rates, terms and conditions for

interconnection of facilities including unbundled network elements, ancillary services and services for resale.

On August 29, 2002, Qwest filed for approval of an amendment negotiated to its interconnection agreement with Ionex Communications North, Inc. of Addison, TX, Case No. PU-2491-02-462. This amendment sets bill and keep compensation arrangements.

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 September 11, 2002, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until October 15, 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.

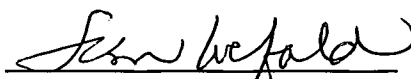
Order

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

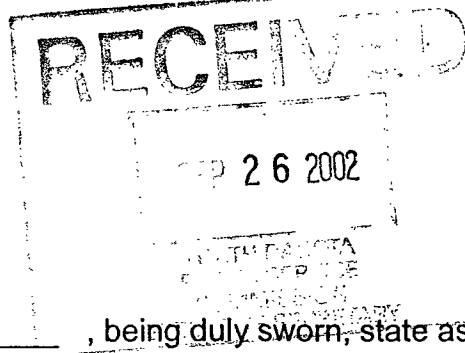

Anthony T. Clark
Commissioner


Susan E. Wehald
President


Leo M. Reinbold
Commissioner

Affidavit of Publication

State of North Dakota)
County of Burleigh)



Laurie Thiel

, being duly sworn, state as follows:

1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
2. The newspapers listed on the exhibits published the advertisement of:
Sprint - Jonex, 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 25th day of September, A.D. 2002

[Signature]

✓ 7 **PU-2442-02-444** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
09/26/2002 CC: Comm Legal Ilona Jerry .



6 **PU-2271-02-436** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
09/26/2002 CC: Comm Legal Ilona Jerry .

6 **PU-2442-02-456** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
09/26/2002 CC: Comm Legal Ilona Jerry .

6 **PU-2780-02-457** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
09/26/2002 CC: Comm Legal Ilona Jerry .

6 **PU-2491-02-462** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
09/26/2002 CC: Comm Legal Ilona Jerry .



North Dakota Newspaper Association

1435 Interstate Loop
 Bismarck, ND 58503-0567
 Ph (701) 223-6397 • Fax (701) 223-8185

INVOICE

Order **02093PP1-16645**

Invoice # **4519**

September 25, 2002

Attn: **JONH. MIELKE**
PUBLIC SERVICE COMMISSION
STATE CAPITOL
BISMARCK, ND 58505

Voice: 328-4076

Advertiser: **Public Service Commission**

P.O.#:

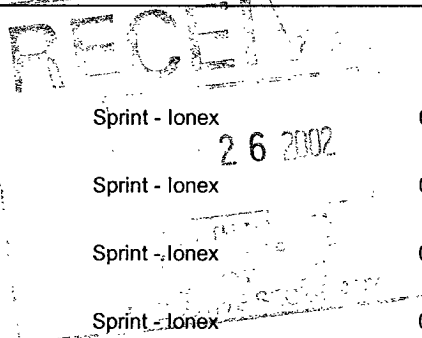
Amount Due **\$732.59**

Amount Paid

Please detach and return this portion with your payment

Public Service Commission Invoice # 02093PP1-16645-4519

Ad Size	Rate Type	Rate	Total	Discount (%)	Caption	Page	Run Date
DAILY							
Bismarck Tribune (Bismarck ND)							
1.00	Special	69.12	69.12	0.00	Sprint - lonex		09/16/02
Devils Lake Daily Journal (Devils Lake ND)							
1.00	Special	71.82	71.82	0.00	Sprint - lonex		09/16/02
Dickinson Press (Dickinson ND)							
1.00	Special	71.25	71.25	0.00	Sprint - lonex		09/15/02
Fargo, The Forum (Fargo ND)							
1.00	Special	71.71	71.71	0.00	Sprint - lonex		09/23/02
Grand Forks Herald (Grand Forks ND)							
1.00	Special	73.83	73.83	0.00	Sprint - lonex		09/16/02
Jamestown Sun (Jamestown ND)							
1.00	Special	69.66	69.66	0.00	Sprint - lonex		09/16/02
Minot Daily News (Minot ND)							
168.00	SPR2	0.54	90.72	0.00	Sprint - lonex		09/16/02
Valley City Times-Record (Valley City ND)							
1.00	Special	71.25	71.25	0.00	Sprint - lonex		09/16/02
Wahpeton Daily News (Wahpeton ND)							
1.00	Special	71.25	71.25	0.00	Sprint - lonex		09/17/02
Williston Herald (Williston ND)							
1.00	Special	71.98	71.98	0.00	Sprint - lonex		09/16/02



Gross Advertising	732.59	Total Misc	0.00	Amount Paid	0.00
Agency Discount		Tax	0.00	Adjustments	0.00
Other Discount	0.00	Total Billed	732.59	Payment Date	
Service Charge	0.00	Unbilled	0.00	Balance Due	732.59

- 6 PU-2271-02-436** Pages: 1
- 6 PU-2442-02-456** Pages: 1
- 6 PU-2780-02-457** Pages: 1

- 7 PU-2442-02-444** Pages: 1
- 6 PU-2491-02-462** Pages: 1

Affidavit of Publication

Affidavit of Publication

by North Dakota Advertising Service, Inc.

by North Dakota Advertising Service, Inc.

09/26/2002

CC: Comm Legal Ilona Jerry

09/26/2002

CC: Comm Legal Ilona Jerry

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

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Ionex Communications North, Inc./Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2491-02-462

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 **12th day of September, 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. 7099 3220 0002 8482 2974

Ken Ross
Sprint
6450 Sprint Pkwy Mailstop: KSOPHN0212
Overland Park KS 66251
Cert. No. 7099 3220 0002 8482 2981

6

PU-2442-02-444

Pages: 4

Affidavits of Publication

by Public Service Commission

09/12/2002

CC: Comm Legal Ilona Jerry

Peter Blisard
Level 3 Communications LLC
1025 Eldorado Blvd
Broomfield CO 80021
Cert. No. 7099 3220 0002 8482 2998

Robert McMillin
New Edge Network Inc
3000 Columbia House Blvd Ste 106
Vancouver WA 98661
Cert. No. 7099 3220 0002 8482 3001

Stacey Waddell
New Edge Network Inc
3000 Columbia House Blvd
Vancouver WA 98661
Cert. No. 7099 3220 0002 8482 3018

Russell C Merbeth
Ionex Communications North Inc
15305 Dalls Pkwy Ste 1500
Addison TX 75001
Cert. No. 7099 3220 0002 8482 3025

Sharon Helbling further deposes and says that on the **12th day of September, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

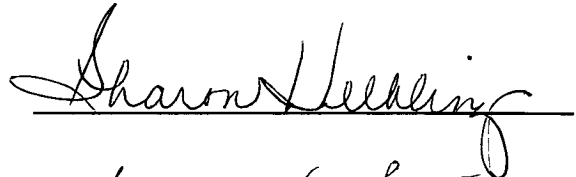
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

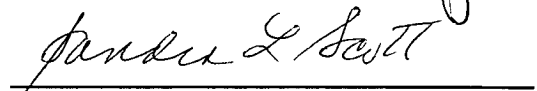
Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Greg Rogers
Level 3 Communications LLC
1025 Eldorado Blvd
Broomfield CO 80021

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

Subscribed and sworn to before me
this **12th day of September, 2002**.





Notary Public

SEAL

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

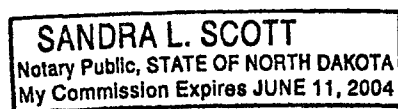
Each address shown is the respective addressee's last reasonably ascertainable post office address.

Sharon Helling

Subscribed and sworn to before me
this **12th day of September, 2002.**

Sandra L. Scott
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

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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

C12 Inc
200 Galleria Pkwy Ste 1200
Atlanta GA 30339

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
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South Lake Tahoe CA 96150

sheba.chacko@btna.com
Sheba Chacko
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Reston VA 20190

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

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Dave Dircks
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Darren Moser
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Essex Communications Inc
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Dickinson ND 58601-1077

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Mary Jane Rasher
DCI Group

Dickey Rural Services Inc
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Ellendale ND 58436

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3420 Central Expy
Santa Clara CA 95051-0703

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Essential.com Inc
5 Bragdon Ln Ste 200
Kennebunk Me 04043

Evercom Systems Inc
8201 Tristar Dr
Irving TX 75063-2824

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

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Atlanta GA 30339

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Glenn Richards
Glenn Richards
ShawPittman
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Global Tel*Link Corporation
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Mobile AL 36607

Global Telelink Services Inc
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Dana Wilson
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San Antonio TX 78240-1245

HTC Services Inc
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Halstad MN 56548

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Englewood CO 80112

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Jamie Kubik
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Fargo ND 58106-9202

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Karen Johnson
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19545 Von Neumann Dr Ste 200
Beaverton OR 97006-6902

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Keith Anderson
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Nome ND 58062-0008

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

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

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

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William Heaston
McLeodUSA
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360 Hamilton Ave
White Plains NY 10601

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

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

KMC Telecom V Inc
1545 Rt 206
Bedminster NJ 07921

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Barbara Loscalzo
Lockheed Martin Global Telecomm
2339 Route 70 West
Cherry Hill NJ 08002

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Susan Travis
MCI Worldcom
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San Francisco CA 94105

McKenzie Consolidated Telecom LLC
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Watford City ND 58854-1140

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

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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

dhill@ndarec.com
Dennis Hill
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

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Janet Medeiros-Silveira
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501 Bath St
Santa Barbara CA 93101

info@newaccess.cc
Steven C Clay
New Access Communications LLC
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Minneapolis MN 55402

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

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

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

laurie.willman@metrol.com
Laurie Willman
North By NortheastCom LLC

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

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

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

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

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

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

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

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

donn@srt.com
Don Negaard
Pringle and Herigstad P C
PO Box 1000
Minot ND 58702-1000

sschwan@qwest.com
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Qwest Corporation

mkambeiqwest.com
Mel Kambeitz
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Marcy Dickerson
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Bismarck ND 58505

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K Vannin
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lahall@usgs.gov
Lenora Hall
U S Geological Survey

U S West Interprise America Inc
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Englewood CO 80111

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Pasadena CA 91106

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Wolverton MN 56594

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Tampa FL 33601-0110

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Jennifer Sikes
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Ann Faught
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Absaraka ND 58002

ACN Communications Services Inc
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Farmington Hills MI 48334

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

Leeann Brunnette
AT&T
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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

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Business Discount Plan Inc
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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
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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
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Oak Park IL 60302-2106

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

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Dakota Central Tele Coop
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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
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Richfield OH 44286-9399

Lawrence Freedman
Fleischman & Walsh
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Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

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Duluth GA 30096

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

Sue Weiske
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15305 Dallas Pkwy Ste 1500
Addison TX 75001-6768

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

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

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4650 Lakehurst Ct
Dublin OH 43017

Jan Lowe
Long Dist Consolidated Billing Co
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Rochester MI 48307-1837

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

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

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

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Fargo ND 58104

David A. Huberman
Intrado Communications Inc
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Boulder CO 80301

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

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

Level 3 Communications LLC
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Omaha NE 68131

Jim Marchant
Maxcess Inc
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Lake Mary FL 32795-1419

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

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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
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Plymouth MN 55441

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Novato CA 94945

Richard Thronson
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Scobey MT 59263

Dave Dircks
North Dakota Telephone Company
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McLean VA 22102

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Pearl River NY 10965

Charles Steese
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Denver CO 80202

Sandra Adams
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Circle MT 59215

Mark Wilhelmi
Midstate Telephone Co
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Stanley ND 58784-0400

Mike Strand
MITS
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Helena MT 59604-5237

Dave Crothers
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Mandan ND 58554-1144

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Holly Sasscer
Operator Communications Inc
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Dallas TX 75234-7910

QuantumShift Communications Inc
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Novato CA 94945

Heather Troxell
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Lisa Dabkowski
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Randy Burckhard
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Jack Medaris
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Blue Bell PA 19422

Tele-Tech Inc
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Sioux Falls SD 57104-3660

Kenneth Carlson
Turtle Mountain Communications
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Langdon ND 58249-0729

Sam Billingsley
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Norcross GA 30071-1562

Christina Tygielski
Universal Access Inc
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Chicago IL 60606-6307

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

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Sioux Falls SD 57107

Darrell Henderson
West River Cooperative Telephone
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Bison SD 57620-0039

SRT Communications Inc
P O Box 789
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Harris Saele
T P C Inc
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Devils Lake ND 58301-0180

Al Bosch
Tele-Beep Company
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Bismarck ND 58502-7072

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

Giuseppe Vitale
UKI Communications Inc
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Las Vegas NV 89107

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

Dennis Houston
Universal Network Services of ND
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Orange CA 92867

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

West River Coop Telephone Co
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Bison SD 57620-0039

Doris Cooper
West River Long Distance Co
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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: Wednesday, September 11, 2002 3:07 PM
To: ndna (E-mail)
Subject: Attached Notice of Opportunity to File Written Comments

**Colleen Park
Newspaper Association**

Colleen:

Please have the attached Notice of Opportunity to File Written Comments published as a legal publication in the next issue of the ten North Dakota daily newspapers, and run it as a "News Item Only" article as well.

Send the bill to the Public Service Commission, along with a tear sheet for billing purposes.

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

Thank you.

**Sharon Helbling
Public Utilities Division**



1.doc

5 **PU-2442-02-444**

Pages: 1

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

1

09/11/2002

CC: Comm Legal Ilona Jerry .

MOTION

APPROVED

DATE: 9-11-02

KME

September 11, 2002

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

Case No. PU-2271-02-436

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

Case No. PU-2442-02-444

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

Case No. PU-2442-02-456

**Level 3 Communications, LLC/Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2780-02-457

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

Case No. PU-2491-02-462

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

JRL/sdh

Also on August 28, 2002, Qwest filed for approval of an interconnection agreement negotiated with Level 3 Communications, LLC of Louisville CO, Case No. PU-2780-02-457. This agreement sets forth rates, terms and conditions for interconnection of facilities including unbundled network elements, ancillary services and services for resale.

On August 29, 2002, Qwest filed for approval of an amendment negotiated to its interconnection agreement with Ionex Communications North, Inc. of Addison, TX, Case No. PU-2491-02-462. This amendment sets forth bill and keep compensation arrangements.

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

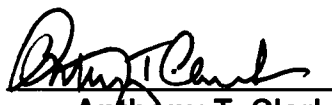
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity

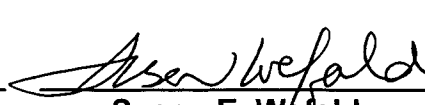
In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

The Commission will receive written comments on these agreements until October 15, 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. Weifald
President


Leo M. Reinbold
Commissioner

ZUGER KIRMIS & SMITH

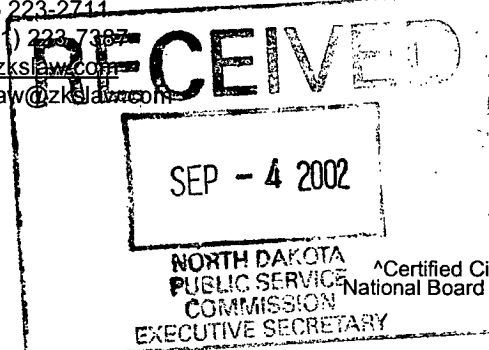
COUNSELORS AND ATTORNEYS AT LAW

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September 4, 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 New Edge Networks -- PU-2442-02-444

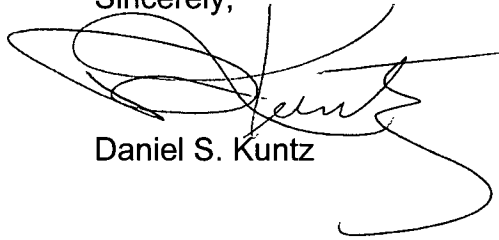
Dear Mr. Mielke:

On August 20, 2002, we filed an amendment to the Interconnection Agreement between New Edge Network, Inc. d/b/a New Edge Networks and Qwest Corporation. I understand the amendment has been docketed as Case No. PU-2442-02-444. The amendment adds terms and conditions for DC Power Reduction Procedure, Collocation Transfer of Responsibility, Collocation Decommission and Collocation Cancellation. My transmittal letter incorrectly notes that the document amends an Interconnection Agreement that was approved by the Commission on January 26, 2000 in Case No. PU-2204-99-634. Instead, as noted in the recital to the amendment, Qwest and New Edge Networks have entered into a new Interconnection Agreement that was filed with the Commission and docketed in PU-2442-02-456. The amendment filed August 20, 2002 in PU-2442-02-444 is an amendment to the new Interconnection Agreement filed August 28, 2002 in PU-2442-02-456. I apologize for any inconvenience this may have caused. Please contact me if you have any questions regarding this filing. Enclosed is an extra copy of this letter. Please date stamp the extra copy and return it to me in the enclosed self-addressed postage-paid envelope.

Mr. Jon Mielke
September 4, 2002
Page 2

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

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel S. Kuntz", with a large, sweeping flourish extending downwards and to the right.

Daniel S. Kuntz

c: Scott Macintosh
Debra Hartl
Stacey Wadde
Robert McMillin
Mary Sullivan

ZUGER KIRMIS & SMITH

COUNSELORS AND ATTORNEYS AT LAW

Lyle W. Kirmis
Lance D. Schreiner, P.C.
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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**+
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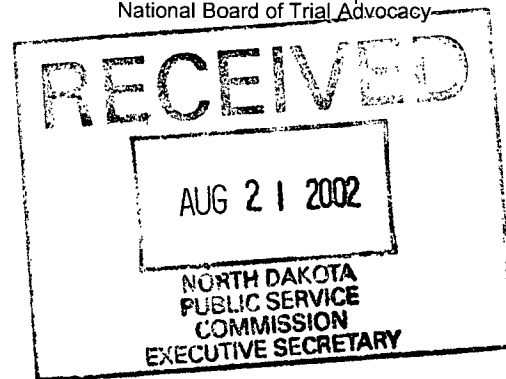
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John A. Zuger

Thomas O. Smith
1944-2001

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Minnesota **
Missouri+
Montana++
South Dakota^^

^Certified Civil Trial Specialist
National Board of Trial Advocacy

August 20, 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 New Edge Networks, Inc.

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of an Amendment to the Interconnection Agreement between New Edge Networks, Inc. d/b/a New Edge Networks and Qwest Corporation. The document amends an Interconnection Agreement that was approved by the Commission on January 26, 2000 in Case No. PU-2204-99-634. The Amendment adds terms and conditions for DC Power Reduction Procedure, Collocation Transfer of Responsibility, Collocation Decommission and Collocation Cancellation. Contact information for New Edge Networks, should be directed to New Edge, Vice President Carrier Relations, 3000 Columbia House Blvd., Vancouver, WA 98661, Attn: Stacey Wadde.

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 be "Daniel S. Kuntz".

Daniel S. Kuntz

1 PU-2442-02-444

Pages: 19

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

08/21/2002

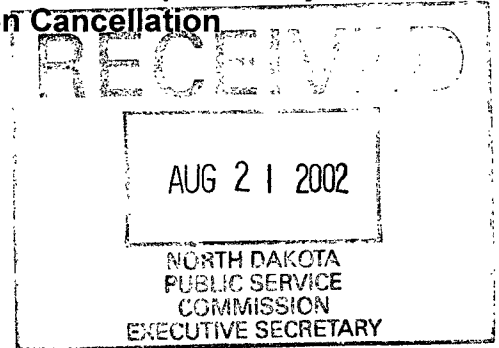
CC: Comm Legal Ilona Jerry

Mr. Jon Mielke
August 20, 2002
Page 2

Enclosures

c: Scott Macintosh w/enc.
Debra Hartl wo/enc.
Stacey Wadde wo/enc.

**Amendment for:
DC Power Reduction Procedure; Collocation Transfer of Responsibility;
Collocation Decommission; and Collocation Cancellation
to the
Interconnection Agreement
between
Qwest Corporation
and
New Edge Networks
for the State of North Dakota**



This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and New Edge Network, Inc. dba New Edge Networks ("CLEC"), a Delaware corporation. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties recently entered into a new Interconnection Agreement for service in the State of North Dakota ("Agreement"); and

WHEREAS, the Parties wish to amend the aforementioned Agreement by adding the terms and conditions contained herein; and

WHEREAS, the Agreement and this Amendment will be filed concurrently with the North Dakota Public Service Commission ("Commission").

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:

Amendment Terms

The Agreement is hereby amended by adding the terms and conditions (and associated rates where applicable) for DC Power Reduction Procedure, Collocation Transfer of Responsibility, Collocation Decommission and Collocation Cancellation as set forth in Attachments 1 through 4, and Exhibit A, attached hereto and incorporated herein.

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.

Amendments; Waivers

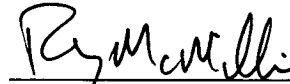
The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver 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.

Entire Agreement

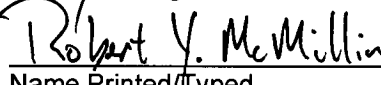
This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written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

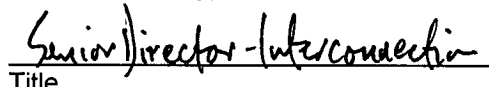
New Edge Networks



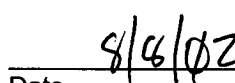
Authorized Signature



Name Printed/Typed



Title



Date

Qwest Corporation



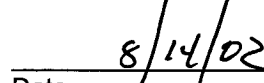
Authorized Signature

L. T. Christensen

Name Printed/Typed

Director - Business Policy

Title



Date

ATTACHMENT 1

DC POWER REDUCTION PROCEDURE

1.0 Description

1.1 Qwest's Power Reduction Procedure offers CLEC the option to reserve a fuse or breaker position on the power board or Battery Distribution Fuse Bay (BDFB) when reducing a multiple feed to zero. CLEC's payment of the Monthly Power Maintenance charge will provide an option to hold the existing power cabling and fuse position for the CLEC's future power augment requests as described in section 2.6 below.

2.0 Terms and Conditions

2.1 If a CLEC wishes to reduce its amount of power and will not require it for future use, Qwest will process the request as a standard augment order and not as a DC Power Reduction request.

2.2 Applications for DC Power Reduction may be submitted only for collocation sites that have been previously accepted by the CLEC. Power reductions to sites under construction or for sites not previously accepted by the CLEC, will follow standard change or augment procedures and rates.

2.3 Before submitting a power reduction application, CLEC's financial obligations with respect to the collocation site must be current, with the exception of formally disputed charges. CLEC's financial obligations include payment of one hundred percent (100%) of all non-recurring quoted charges for the collocation site and all applicable monthly recurring charges that are more than 30 days past due.

2.4 Collocation applications for new, change and augment requests must be submitted to the Collocation Project Management Center (CPMC) on the form provided by Qwest at www.qwest.co/wholesale/pcat/collocation.html.apform. The CPMC will notify the CLEC of any deficiencies in the application within ten (10) days of receipt. A nonrefundable Quote Preparation Fee (QPF) in the amount reflected in CLEC's Interconnection Agreement must be submitted with the application.

2.5 A walk through will be performed prior to quote preparation to determine the amount of work required to perform the power reduction.

2.6 When eliminating a secondary feed, CLEC may purchase the option to have the power cable and fuse position held for its future use. CLEC will be required to pay a monthly Power Maintenance Charge until such time as CLEC notifies Qwest that it wishes either to reenergize the feed or to discontinue the option. In instances where a shortage of fuse position is imminent, Qwest reserves the right to notify CLEC of the need to exercise its option or relinquish the fuse position to Qwest. Upon receipt of such notification, CLEC will have the option of energizing the secondary feed to at least 20 amps or returning the fuse position to Qwest within thirty (30) days of receipt of the notification.

2.7 CLEC assumes all responsibility for outages and/or impacts to CLEC-provided service and equipment due to the reduction in DC Power.

2.8 Restoration of the desired power is contingent upon desired power and fuse position availability.

3.0 Rate Structure

3.1 Collocation charges will be based upon the information provided to Qwest by CLEC on the Collocation Application Form. Below is an example of additional charges that are unique to a Power Reduction Request and will be provided to CLEC via a quote:

3.1.2 Based on this evaluation of work provided in the quote, the rates provided in Exhibit A to this Amendment will apply. One QPF per application/per collocation site will be charged. When multiple feeds at the same collocation space are reduced or eliminated, CLEC will pay one QPF. Other nonrecurring and recurring charges may apply as reflected in CLEC's Interconnection Agreement.

3.1.3 Qwest will provide CLEC a quote for additional nonrecurring charges associated with the Power Reduction Procedure based upon the rates provided in Exhibit A. All quoted nonrecurring charges must be paid within thirty (30) Days from the quote. Such payment constitutes CLEC's quote acceptance and authorizes Qwest to perform the work to effect the requested power reduction.

3.1.4 Billing to CLEC for initial power value at the collocation site will be modified to reflect the reduced amount upon receipt of payment of the quoted charges and will be made effective back to the date of acceptance of the Power Reduction Application by the CPMC.

3.1.5 Recurring billing for the Power Maintenance Charge will terminate on the day CLEC energizes the feed or returns the fuse position to Qwest.

3.2 Non-recurring Charges

3.2.1 QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the Power Reduction request. It covers the project, order and support management associated with the administrative functions of processing the request.

3.2.2 Power Reduction Charge: Includes costs associated with reducing the fuse/breaker size. Rates are categorized in this manner based upon the work involved and power distribution point (e.g., BDFB or power board) and are set forth in Exhibit A of CLEC's Interconnection Agreement. Where additional work is needed, such as rewiring the power lead at the power source (or some cases may require relocation of the feed), rates will be calculated on an Individual Case Basis (ICB) basis. These rates will be provided to CLEC on the quote prior to work beginning.

3.2.3 Power Restoration Charge (assessed if power is restored): ICB Charge associated with restoring the power cable to the power source and is contingent upon whether the desired power and fuse position is available. Qwest will evaluate work required to perform the Power Restoration request and provide CLEC a quote utilizing standard power element charges (for example, DC power usage, labor, and cabling charges) included in Exhibit A of CLEC's Interconnection Agreement.

3.3 Recurring Charges

3.3.1 Power Maintenance Charge: Monthly recurring charge associated with option to hold the power infrastructure from a secondary feed in place for potential CLEC requests.

4.0 Ordering

4.1 CLEC should submit the "Collocation Application for New, Augment or Change" and indicate specific power feeds to be reduced (e.g., eliminate or reduce multiple feeds from 60 to zero amps or reduce main feed from 60 to 20 amps). Under the "type of request" category CLEC should indicate that this is an Augment.

ATTACHMENT 2
COLLOCATION TRANSFER OF RESPONSIBILITY

1.0 Description

1.1 Transfer of Responsibility refers to the transfer of a Collocation site to an assuming CLEC or from a vacating CLEC subject to the conditions set forth herein. A Transfer of Responsibility Collocation site is identified via the vacating CLEC's 11 character CLLI™ code.

1.2 Transfer of Responsibility is offered for Caged Physical, Cageless Physical, and Virtual Collocation.

1.3 All other types of Collocation to be transferred will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 There are two types of Transfer of Responsibility:

1.4.1 Transfer of Responsibility without working circuits – there are no active terminations (e.g., Digital Signal Level 0 (DS0), Digital Signal Level 1 (DS1)) for the Collocation site to be transferred.

1.4.2 Transfer of Responsibility with working circuits – active terminations (e.g., DS0, DS1) are associated with the Collocation site to be transferred.

1.5 Transfer of Responsibility with working circuits is offered if only administrative changes are required and the transfer does not involve translations activity that need to be processed in conjunction with the transfer. If the CLEC's transfer plans allow for the completion of the Transfer of Responsibility prior to the translation activity, then the transfer request would be permissible within the product offering.

1.6 A request for Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by the assuming CLEC of the nonrecurring Collocation transfer charges reflected on the quote.

2.0 Terms and Conditions

2.1 A Collocation site is considered eligible for Transfer of Responsibility only after Qwest completes the site build-out and the vacating CLEC has accepted the site.

2.2 Assuming CLEC is required to have an Interconnection Agreement with Qwest prior to submitting a Transfer of Responsibility request. Assuming CLEC will need to amend any previously-existing Interconnection Agreement prior to submitting a Transfer of Responsibility request if it does not contain the Terms and Conditions and rate elements for the services that will be transferred.

2.2.1 If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with 11 U.S.C. Section 365.

2.3 Both vacating and assuming CLEC's Interconnection Agreement with Qwest must contain finalized terms and conditions associated with the Transfer of Responsibility of a Collocation site and all associated services.

2.4 The Collocation site referenced in the Transfer of Responsibility request will be transferred "as is" and in its entirety. This includes, but is not limited to, entrance facilities (from the Point of Interface (POI) utility hole), Splitters, cables, and working circuits (if applicable). Terms and conditions pertaining to the transfer of equipment between the vacating and assuming CLECs will be the responsibility of the vacating and assuming CLECs.

2.5 The assuming CLEC will provide the information Qwest will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), Customer address, phone number, billing and contact information, and contract number. The 11 character CLEC CLLI™ code will remain the same. The Transfer of Responsibility request may not include translations work for associated working circuits.

2.6 The Transfer of Responsibility request is available if there are no space requests pending by a CLEC or Qwest, or if the vacating and assuming CLEC were affiliate corporate entities prior to the proposed transfer, or the transfer is due to a bankruptcy court order. Collocation Transfer of Responsibility is not available if another CLEC and/or Qwest are in waiting queue for available space within the requested Central Office.

2.7 The negotiation of the transfer terms and conditions between the vacating CLEC and the assuming CLEC is the responsibility of those two Parties. Qwest does not participate in these discussions. Qwest will only manage the database and records transfer.

2.8 Qwest is not responsible for the physical condition of the CLEC's equipment, with the exception of equipment associated with a Virtual Collocation site, as set forth in CLECs' Interconnection Agreement.

2.9 If a CLEC submits a Transfer of Responsibility request for a site that has a related Splitter Collocation associated with it, the Splitter Collocation will be transferred as part of the Transfer of Responsibility.

2.10 Submission of new connect, change, and disconnect orders will be restricted from quote acceptance until the transfer of the working circuits is complete. If new connect, change, and disconnect orders need to be submitted between quote acceptance and the completion of the transfer, it will be handled on an ICB and could affect the Ready for Service (RFS) date.

2.11 Submission of Collocation augment orders will be restricted from the time that the Application for Transfer of Responsibility has been validated until the assuming CLEC has accepted the quote for the Transfer of Responsibility.

2.12 All work in progress related to the Collocation site and/or associated working circuits (if applicable) must either be completed or cancelled by vacating CLEC prior to quote acceptance.

2.13 If vacating CLEC does not lease another physical Collocation site at the specified Central Office at the time of the Transfer of Responsibility request, then vacating CLEC must relinquish security access to the building.

2.14 CLEC's obligations:

2.14.1 Prior to submitting a Transfer of Responsibility request, vacating CLEC's financial obligations to Qwest with respect to the Collocation site to be transferred must be met, with the exception of formally disputed charges. The vacating CLEC's financial obligations will include payment of one hundred percent (100%) of all nonrecurring charges and all applicable recurring charges for the specific Collocation account that are

more than 30 days past due.

2.14.2 Prior to submitting a Transfer of Responsibility request, the assuming CLEC's financial obligations to Qwest must be in good standing.

2.14.3 Prior to submitting a Transfer of Responsibility (without working circuits) request, vacating CLEC must ensure that no live circuits exist at the Collocation site to be transferred.

2.14.4 Prior to transferring a Collocation site with working circuits, vacating CLEC must notify, in writing, all of its current end-users and service customers that utilize its Transfer of Responsibility Collocation site equipment or facilities of the transfer of service to the assuming CLEC, unless vacating CLEC has a waiver from the FCC.

2.14.5 Vacating and/or assuming CLEC will be responsible for submitting Local Service Request (LSR) orders for Unbundled Loops, Enhanced Extended Loops (EELs), Line Sharing, and Line Splitting. Orders to transfer Local Interconnection Service (LIS) trunks and ancillary services (e.g., SS7, 911, Operator Services) with no translation activity, as well as Dark Fiber, Private Line, and Access circuits, will be processed based on the information provided in the Transfer of Responsibility Spreadsheet found in the Product Prerequisite section of the Collocation General PCAT.

2.14.6 Assuming CLEC is responsible for Directory Assistance (DA), Operator Services (OS), Directory Listings (DL), Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any additional SS7 changes will need to be made after the transfer is complete.

2.15 Required documentation:

2.15.1 Transfer of Responsibility Application Form.

2.15.2 Vacating CLEC must send Qwest an e-mail notification (if the transfer includes working circuits), along with the Transfer of Responsibility Application, representing to Qwest that all of its end-users and service customers have been properly notified (refer to section 2.14.4). An exception is if the CLEC has a waiver from the FCC, which would then need to be included with the Transfer of Responsibility request.

2.15.3 Vacating and assuming CLEC must provide Qwest, along with the Transfer of Responsibility Application, a signed Qwest Transfer Authorization Agreement. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (as provided by Qwest) for the transfer of the Collocation site.

2.15.4 If there are working circuits associated with the Collocation site to be transferred, the vacating or assuming CLEC must complete the Transfer of Responsibility Spreadsheet and submit it along with the Transfer of Responsibility Application.

2.15.5 If Collocation site being transferred has a CLEC-to-CLEC (Direct) arrangement, then the CLEC submitting the Transfer of Responsibility must submit a Letter of Authorization (LOA), along with the Transfer of Responsibility Application, signed by both the vacating CLEC and the CLEC partner authorizing the transfer of the CLEC-to-CLEC service to the assuming CLEC. A separate LOA is required, as a condition precedent, for each separate CLEC-to-CLEC relationship with respect to the facility that

is the subject matter of the Transfer of Responsibility Application.

2.15.6 Once Collocation site transfer is complete the vacating CLEC, assuming CLEC, and Qwest are all required to sign the Qwest Services Transfer Agreement.

3.0 Rate Elements

3.1 Vacating CLEC will not incur charges for the transfer of the Collocation site.

3.2 Assuming CLEC's quote will reflect the following nonrecurring charges associated with the transfer of the Collocation site: Assessment Fee, payable regardless of whether the quote is accepted, and Network Systems Administrative Fee.

3.3 Nonrecurring charge for processing Interconnection circuits.

4.0 Ordering

4.1 The Transfer of Responsibility process requires submission of the Transfer of Responsibility Application Form containing information for both the vacating and the assuming CLEC.

4.2 The Transfer of Responsibility Application Form can be found on Qwest's web site at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

4.3 The Transfer of Responsibility request should be submitted to colo@qwest.com and rfsmet@qwest.com simultaneously.

5.0 Billing

5.1 Vacating CLEC is obligated to pay all recurring charges associated with the Collocation until Qwest completes the Transfer of Responsibility request. When the RFS date is met, Qwest will begin to bill the assuming CLEC for all recurring billing, charges based on the CLEC's Interconnection Agreement, and cease the recurring billing for the vacating CLEC.

5.2 Assuming CLEC will be responsible for the monthly charges for the working circuits and charges for the transfer of the working circuits (if applicable).

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ATTACHMENT 3 COLLOCATION DECOMMISSION

1.0 Description

1.1 Decommissioning refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment there from.

1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Project Manager (WPM).

1.4 A request for Decommissioning is irrevocable once Qwest accepts the application.

2.0 Terms and Conditions

2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by CLEC. See completion and account billing process in the Qwest Product Catalog (PCAT).

2.2 Qwest requests the vacating CLEC remove equipment prior to submitting a Decommissioning Request.

2.3 If CLEC does not remove equipment within thirty calendar days from Qwest's acceptance of the Decommissioning Application, Qwest will send a notification stating the equipment is considered abandoned.

2.3.1 Upon receiving notification of abandonment from Qwest, CLEC will have fifteen calendar days to notify Qwest that the equipment is not abandoned and remove equipment.

2.3.2 Qwest will review CLEC responses and assess if the equipment has been abandoned in Qwest's reasonable discretion. If CLEC does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety calendar days.

2.3.3.1 Qwest will negotiate with CLEC for the pick up of the equipment.

2.3.3.2 For Virtual Collocation, there will be no cost for the removal of CLEC equipment.

2.4 Prior to submitting a Decommissioning Request, financial obligations with respect to the collocation site to be decommissioned must be current, with the exception of formally disputed charges.

2.4.1 CLEC financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than 30 days past due.

2.5 CLEC must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Request. Services to be disconnected by CLEC include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If CLEC does not disconnect services, all charges with respect to such site will continue to accrue and the Decommissioning Application will be rejected.

2.6 Prior to disconnecting the circuits associated with the Collocation site CLEC must notify, in writing, all current End User Customers of the discontinuation of service.

2.7 CLEC must submit an e-mail notification attached to the Decommissioning Request representing to Qwest that all End User Customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Request.

2.8 Terms in the Interconnection Agreement with Qwest must contain finalized terms and conditions associated with the decommissioning of a collocation site.

2.9 When submitting a Decommissioning Request for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

2.9.2 The CLEC submitting the Decommissioning Request must:

2.9.2.1 Submit a Letter of Authorization signed by both the vacating CLEC and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Request; the application will be rejected as incomplete.

2.10 CLEC will be eligible for reimbursements on the re-usable elements (cable terminations including: DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished within 90 calendar days of the Decommission Application acceptance identifying the re-useable elements and the potential credit.

2.11 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site.

3.0 Rate Elements

3.1 Under the standard terms of the Facility Decommissioning Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition.

3.1.1 Miscellaneous labor hourly charges as defined in the attached Exhibit A will apply.

3.1.2 Additional dispatch charges, will apply for unmanned offices, as defined in the attached Exhibit A.

4.0 Ordering

4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

4.1.2 The Decommissioning Application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

4.1.3 Qwest will notify CLEC within one business day if the prerequisites have been met. Qwest will validate the order within two business days from receipt of the application.

ATTACHMENT 4 COLLOCATION CANCELLATION

1.0 Description

1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which the CLEC has NOT received notification of completion from Qwest. A Cancellation will only occur upon request by the canceling CLEC.

1.2 Cancellation is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

1.3 All other types of collocation to be cancelled will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Collocation Project Manager.

1.4 A request for Cancellation is irrevocable once Qwest has accepted the application.

2.0 Terms and Conditions

2.1 The canceling CLEC may only submit a Cancellation Application if a Collocation quote has been accepted and the initial payment has been paid. The collocation Cancellation may only be initiated if the Collocation job is in progress and not yet complete.

2.2 Qwest will stop work on a job in progress upon receipt and acceptance by Qwest of a valid Cancellation Application.

2.3 Based on when the Cancellation Application is received by Qwest, the completion status of the Collocation job and the determination of the amount paid to Qwest, the following will occur: Qwest will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate adjustments. The revised final quote will be issued within 30 calendar days of Qwest's acceptance of the Cancellation Application.

2.4 The Quote Preparation Fee (QPF) for the original Collocation Request must be paid, if the job is cancelled.

2.5 In the event Splitter Collocation with the BAN of the collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation Application.

2.6 In the event that CLEC has requested Direct CLEC-to-CLEC with the BAN of the collocation site to be cancelled, such Direct CLEC-to-CLEC will be cancelled automatically pursuant to the submitted Cancellation Application.

3.0 Rate Elements

3.1 Pursuant to the standard terms of the Facility Cancellation Agreement, Qwest will not charge for the cancellation service except as specifically provided herein.

4.0 Ordering

4.1 Cancellation requires submission of a "Cancellation, Decommission, and Change of Responsibility Application Form".

4.1.1 The Application form is located on the Qwest web site at: <http://www.qwest.com/wholesale/pact/collocation.html>.

4.1.2 The Application must be submitted to colo@qwest.com and rfsmet@qwest.com

4.1.3 Qwest will follow its standard Cancellation order validation procedures, providing acknowledgment of acceptance or rejection within one business day of receipt of a valid and complete Application.

EXHIBIT A
DC POWER REDUCTION PROCEDURE

Power Feed Type	Initial Voltage Value	Work Performed	Applicable Charges
Reduce Primary or secondary feed value	Initial amount less than 60 amps Note: Must maintain 20 amp minimum primary feed.	Changing fuse value at BDFB- No cabling work required.	QPF-\$441.00 (approximate) Power reduction charge \$346.00 (in Interconnection Agreement) Total Charge: \$787.00
	Initial feed at power board and with reduction cable stays at power board.	Changing breaker at Power plant	QPF-\$441.00 (approximate) Power reduction charge \$587.00 (in Interconnection Agreement) Total Charge: \$1028.00
	Reduction of power requires a change in location from power board to BDFB.	Requires power cabling changes and detailed engineering work performed.	Walk through will detail work and elements needed to perform reduction. Quote will be provided on an ICB utilizing standard power element charges (DC power usage, cabling etc.) as defined in CLEC's Interconnection Agreement.
Secondary Feed	May be reduced to zero and held in place for future augment requests.	Power restored to Qwest inventory. Fuse position and cabling held for future use.	\$68.92 is added to above nonrecurring power reduction based on initial value of secondary feed. QPF-\$441.00 Monthly recurring charges of \$37.00 to hold fuse position.

Category	Description	Rates/Charges
Power Restoration	Qwest will evaluate work required to perform Power Restoration of the power cable to the power source contingent on whether the desired power and fuse position is available.	ICB Charge with standard power element charges (e.g., DC power usage, labor, and cabling charges) as defined in Exhibit A of CLEC's Interconnection Agreement.

EXHIBIT A
COLLOCATION TRANSFER OF RESPONSIBILITY

North Dakota		Recurring	Nonrecurring	Notes
7.0	Interconnection Facility Options			
	7.x.x Collocation Transfer of Responsibility of Wireline & Wireless Interconnection Service Trunks			
	Per Trunk Group		\$33.26	
	Per Facility Circuit		\$33.26	
8.0	Collocation			
	8.1 All Collocation			
	8.1.17 Transfer of Responsibility			
	Assessment Fee		\$1,058.00	*
	Network Systems Administration Fee		\$1,663.00	*
9.0	Unbundled Network Elements			
	9.x.x Collocation Transfer of Responsibility of Unbundled Loop, per circuit		\$33.26	
	9.x.x Collocation Transfer of Responsibility of Sub Loop and Shared Distribution Loop, per circuit		\$33.26	
	9.x.x Collocation Transfer of Responsibility of Line Sharing, Line Splitting, and Line Partitioning per circuit		\$33.26	
	9.x.x Collocation Transfer of Responsibility of Unbundled Dedicated Interoffice Transport, per circuit		\$33.26	
	9.x.x Collocation Transfer of Responsibility of Unbundled Dark Fiber, per pair		\$33.26	
	9.x.x Collocation Transfer of Responsibility of Enhanced Extended Loop/Loop MUX Combination, per circuit		\$33.26	
	9.x.x Collocation Transfer of Responsibility of Loop Splitting, per circuit		\$33.26	
* These rates are loaded for the Qwest region.				

EXHIBIT A
COLLOCATION DECOMMISSION

North Dakota	Recurring	Nonrecurring	Notes
* Per 1/2 hour or fraction thereof			
* Additional Labor Other – Basic		\$28.90	1
* Additional Labor Other – Overtime		\$38.60	1
* Additional Labor Other – Premium		\$48.31	1
Additional Dispatch		\$88.10	1

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

PU-2442-02-444; PU-2442-02-456

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:

*Kabert McMillin
New Edge Networks Inc
3000 Columbia House Blvd Ste 106
Vancouver Wa 98661*

2. Article Number
(Transfer from service label)

7001 1940 0005 3426 5559

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)
C. Wright

C. Date of Delivery
10/28/02

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

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

4. Restricted Delivery? (Extra Fee) Yes

PU-2442-02-444; PU-2442-02-456

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:

*Stacey Waddell
New Edge Networks Inc
3000 Columbia House Blvd
Vancouver Wa 98661*

2. Article Number
(Transfer from service label)

7001 1940 0005 3426 5566

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1035

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)
C. Wright

C. Date of Delivery
10-28-02

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

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

4. Restricted Delivery? (Extra Fee) Yes

PU-2442-02-444; PU-2442-02-456

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:

*Stacey Waddell
New Edge Networks Inc
3000 Columbia House Blvd
Vancouver Wa 98661*

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)
G. Herzos

C. Date of Delivery
9-16-02

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

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1035

71-21112-02-444-456

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ 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. 	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <i>G. Herzog</i> 9-16-02</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: <i>Robert Mc Millin New Edge Network Inc 3000 Columbia Street Blvd Ste 104 Vancouver WA 98461</i></p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) <i>7099 3220 0002 8482 3001</i></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1035

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1035

PU 02-2436; 444; 456; 457; 462

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ 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. 	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <i>And Witt</i> 9-13-02</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: <i>Dan Kuntz PO Box 1695 Bismarck ND 58502-1695</i></p>	<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) <i>7099 3220 0002 8482 2974</i></p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1035