

DIVIDER

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

PU-2630-02-483

U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Filed 9/10/2002

Closed 11/21/2002

02

DESCRIPTION



Public Service Commission
Receipt of Payment

Receipt# 5252

Received: 2/5/2003 Check# 1500032737 for \$87.42
Subject: Utility Valuation

Docket # PU-2630-02-483

U.S. Link, Inc.
102 Main Street
Pequot Lakes MN 56472

12 PU-2630-02-483

Pages: 1

Receipt# 5,252 \$87.42

by U.S. Link, Inc.

02/05/2003

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Friday, January 31, 2003 1:22 PM
To: Scott, Sandi L.
Subject: FW: Money Received.....

11 PU-2463-02-553 Pages: 0
\$61.90 received
by Qwest Corporation
01/31/2003 CC: Comm Legal Illona Jerry .

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

From: Bauske, Shelly A.
Sent: Thursday, January 30, 2003 11:43 AM
To: Geiger, Gloria A.
Subject: Money Received.....

11 PU-2780-02-588 Pages: 0
\$61.90 received
by Qwest Corporation
01/31/2003 CC: Comm Legal Illona Jerry .

Case No. PU-2463-02-553
Qwest
61.90

14 PU-2790-02-509 Pages: 0
\$278.54 received
by Qwest Corporation
01/31/2003 CC: Comm Legal PUD (3)

Case No. PU-2780-02-588
Qwest
61.90

11 PU-2441-02-571 Pages: 0
\$61.90 received
by Qwest Corporation
01/31/2003 CC: Comm Legal Illona Jerry .

Case No. PU-2790-02-509
Qwest
278.54

11 PU-2630-02-587 Pages: 0
\$61.90 received
by Qwest Corporation
01/31/2003 CC: Comm Legal Illona Jerry .

Case No. PU-2441-02-571
Qwest
61.90

11 PU-2800-02-572 Pages: 0
\$61.90 received
by Qwest Corporation
01/31/2003 CC: Comm Legal Illona Jerry .

Case No. PU-2630-02-587
Qwest
61.90

11 PU-2630-02-483 Pages: 0
\$87.42 received
by Qwest Corporation
01/31/2003 CC: Comm Legal Illona Jerry .

Case No. PU-2800-02-572
Qwest
61.90

11 PU-2780-02-579 Pages: 0
\$61.90 received
by Qwest Corporation
01/31/2003 CC: Comm Legal Illona Jerry .

Case No. PU-2630-02-483
Qwest
87.42

11 PU-2057-02-493 Pages: 0
\$87.42 received
by Qwest Corporation
01/31/2003 CC: Comm Legal Illona Jerry .

Case No. PU-2780-02-579

Qwest
61.90

Case No. PU-2057-02-493
Qwest
87.42

Total Qwest Check: \$824.78

APPROVED

DATE: 1-15-03
KMF

MOTION

January 15, 2003

U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2630-02-483

I move the Commission bill U.S. Link, Inc. and Qwest Corporation for costs incurred to date in Case No. PU-2630-02-483, U.S. Link, 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@psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

January 15, 2003

Mike Roddy
U S Link Inc
PO Box 327
Pequot Lakes MN 56472-0327

Dan Kuntz
PO Box 1695
Bismarck ND 58502-1695

RE: Case No. PU-2630-02-483
U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Enclosed is a copy of the statement approved at the January 15, 2003 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2630-02-483.

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

January 15, 2003

U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2630-02-483

Bill To:

U.S. Link, Inc.....	\$87.42
Qwest Corporation	\$87.42

Expenses Incurred to Date:

Advertising Costs	\$174.84
-------------------	----------

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

**North Dakota Network Co./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2783-02-476

**U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2630-02-483

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

Case No. PU-2057-02-493

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 **21st day of November, 2002**, she deposited in the United States Mail, Bismarck, North Dakota **four** 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 3425 1873

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177

Cert. No. 7001 1940 0005 3425 1897

Mike Roddy
U S Link Inc
P O Box 327
Pequot Lakes MN 56472
Cert. No. 7001 1940 0005 3425 1880

Warren Hight
North Dakota Network Co
P O Box 2027
Minot ND 58702-2027

Cert. No. 7001 1940 0005 3425 1903

Sharon Helbling further deposes and says that on the **21st day of November, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

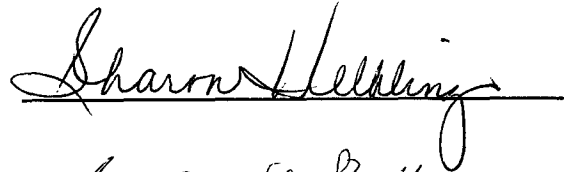
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

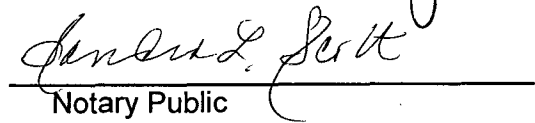
Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Director-Carrier Services
Citizens Communications
180 S Clinton
Rochester NY 14646

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

Subscribed and sworn to before me
this **21st day of November, 2002.**





Notary Public

SEAL



MOTION

November 20, 2002

**North Dakota Network Co./Citizens Telecommuni-
cations Company of North Dakota, Inc.
Interconnection Agreement
Application**

Case No. PU-2783-02-476

**U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2630-02-483

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

Case No. PU-2057-02-493

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**North Dakota Network Co./Citizens Telecommuni- Case No. PU-2783-02-476
cations Company of North Dakota, Inc.
Interconnection Agreement
Application**

**U.S. Link, Inc./Qwest Corporation Case No. PU-2630-02-483
Interconnection Agreement Amendment
Application**

**McLeodUSA Telecommunications Services, Case No. PU-2057-02-493
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

ORDER

November 20, 2002

On September 9, 2002, Citizens Telecommunications Company of North Dakota, Inc. filed an application for approval of an interconnection agreement negotiated with North Dakota Network Company, Case No. PU-2283-02-476. This agreement sets forth rates, terms and conditions for interconnection and exchange of traffic.

On September 10, 2002, Qwest Corporation (Qwest) filed for approval of an amendment negotiated to its interconnection agreement with U.S. Link, Inc., of Pequot Lakes MN, Case No. PU-2630-02-483. This amendment sets forth rates, terms and conditions for unbundled dark fiber.

On September 19, 2002, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc., of Cedar Rapids, IA, Case No. PU-2057-02-493. This amendment exercises a termination clause in a previously approved amendment with certain business platform conversions and rate changes.

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.

7

PU-2630-02-483

Pages: 2

Order approving interconnection
agreements
by Public Service Commission

11/20/2002

CC: Comm Legal Ilona Jerry .

In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253.

On October 10, 2002, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until November 12, 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



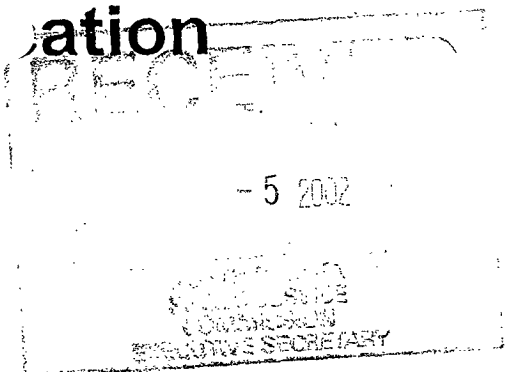
Susan E. Wefald
President



Leo M. Reinbold
Commissioner

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

Signed: *Laurie Thiel*

Subscribed and sworn to before me this 31st day of October A.D. 2002

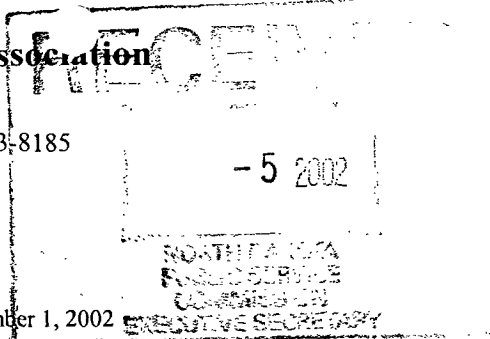
Laurie Schaffer

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

- 8 **PU-2783-02-476** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
11/05/2002 CC: Comm Legal Ilona Jerry
- ✓ 6 **PU-2630-02-483** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
11/05/2002 CC: Comm Legal Ilona Jerry
- 6 **PU-2057-02-493** Pages: 1
Affidavit of Publication
by North Dakota Advertising Service, Inc.
11/05/2002 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 **02103PP1-16785** Invoice # **7207**

November 1, 2002

Attn: JONH. MIELKE
 PUBLIC SERVICE COMMISSION
 STATE CAPITOL
 BISMARCK, ND 58505
 Voice: 328-4076

Advertiser: **Public Service Commission**

P.O.#:

Amount Due **\$524.53**

Amount Paid

Please detach and return this portion with your payment

Public Service Commission Invoice # 02103PP1-16785-7207

Ad Size	Rate Type	Rate	Total	Discount (%)	Caption	Page	Run Date
DAILY							
Bismarck Tribune (Bismarck ND)							
81.00	SPR2	0.64	51.84	0.00	ND Network..McLeod		10/16/02
Devils Lake Daily Journal (Devils Lake ND)							
83.00	SPR2	0.63	52.29	0.00	ND Network..McLeod		10/16/02
Dickinson Press (Dickinson ND)							
91.00	SPR2	0.57	51.87	0.00	ND Network..McLeod		10/16/02
Fargo, The Forum (Fargo ND)							
78.00	SPR2	0.71	55.38	0.00	ND Network..McLeod		10/21/02
Grand Forks Herald (Grand Forks ND)							
79.00	SPR2	0.69	54.51	0.00	ND Network..McLeod		10/17/02
Jamestown Sun (Jamestown ND)							
96.00	SPR2	0.54	51.84	0.00	ND Network..McLeod		10/16/02
Minot Daily News (Minot ND)							
96.00	SPR2	0.54	51.84	0.00	ND Network..McLeod		10/16/02
Valley City Times-Record (Valley City ND)							
85.00	SPR3	0.61	51.85	0.00	ND Network..McLeod		10/16/02
Wahpeton Daily News (Wahpeton ND)							
91.00	SPR2	0.57	51.87	0.00	ND Network..McLeod		10/16/02
Williston Herald (Williston ND)							
84.00	SPR2	0.61	51.24	0.00	ND Network..McLeod		10/16/02

Gross Advertising	524.53	Total Misc	0.00	Amount Paid	0.00
Agency Discount		Tax	0.00	Adjustments	0.00
Other Discount	0.00	Total Billed	524.53	Payment Date	
Service Charge	0.00	Unbilled	0.00	Balance Due	524.53

8 PU-2783-02-476 Pages: 1

Affidavit of Publication

6 PU-2630-02-483 Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

No 11/05/2002

CC: Comm Legal Ilona Jerry .

6 PU-2057-02-493 Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

11/05/2002

CC: Comm Legal Ilona Jerry .

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

North Dakota Network Co./Qwest Corporation
Interconnection Agreement
Application

Case No. PU-2783-02-476

U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2630-02-483 ✓

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

Case No. PU-2057-02-493

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 **four** 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 3117

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177

Cert. No. 7099 3220 0002 8482 3131

Mike Roddy
U S Link Inc
P O Box 327
Pequot Lakes MN 56472
Cert. No. 7099 3220 0002 8482 3124

Warren Hight
North Dakota Network Co
P O Box 2027
Minot ND 58702-2027

Cert. No. 7099 3220 0002 8482 3148

Sharon Helbling further deposes and says that on the **11th day of October, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

5 PU-2630-02-483

Pages: 15

Affidavits of Service

by Public Service Commission

10/11/2002

CC: Comm Legal Ilona Jerry

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

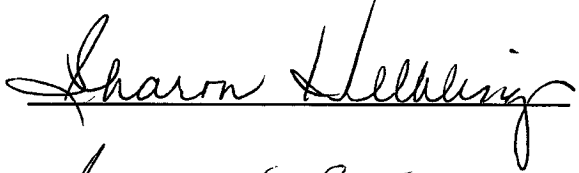
Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Director-Carrier Services
Citizens Communications
180 S Clinton
Rochester NY 14646

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

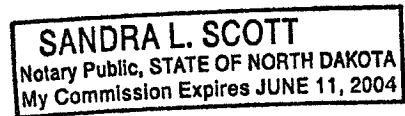
Subscribed and sworn to before me
this **11th day of October, 2002.**

SEAL





Notary Public



STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

North Dakota Network Co./Qwest Corporation
Interconnection Agreement
Application

Case No. PU-2783-02-476

U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Case No. PU-2630-02-483

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

Case No. PU-2057-02-493

AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

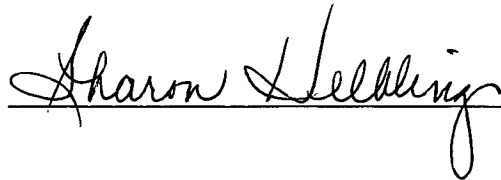
she is over the age of 18 years and not a party to this action and, on the **11th day of October, 2002**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, and/or e-mailed a copy of:

Notice of Opportunity to File Written Comments

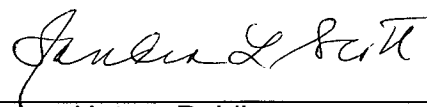
To:

See Attached List

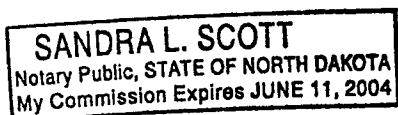
Each address shown is the respective addressee's last reasonably ascertainable post office address.



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



Notary Public



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

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

ltade@czn.com
Lance Tade
Citizens Telecomm of ND

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

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

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

mjrasher@msn.com
Mary Jane Rasher
DCI Group

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

bgipson@vartec.net
Becky Gipson
eMeritus Communications Inc
1600 Viceroy Dr
Dallas TX 75235

bgipson@vartec.net
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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

sschwan@qwest.com
Suzy Schwandt
Qwest Corporation

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

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

laurie.willman@metro1.com
Laurie Willman
North By NortheastCom LLC

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

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

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

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 58001-0136

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

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

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

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

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

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

suelh@srttel.com
Sue Hamilton
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

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

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

lahall@usgs.gov
Lenora Hall
U S Geological Survey

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

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

paulihland@wtc-mail.net
Paul Ihland
Wolverton Telephone Company
Wolverton MN 56594

johnar@srttel.com
John Reiser
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

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

kjvannin@usgs.gov
K Vannin
U S Geological Survey

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

ACN Communications Services Inc
32991 Hamilton Ct
Farmington Hills MI 48334

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

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

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

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

Comcast Business Communications Inc
650 Centerton Rd
Moorestown NJ 08057

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

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

Ann Faught
Absaraka Co-op Tele Co
Absaraka ND 58002

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

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

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

C12 Inc
200 Galleria Pkwy Ste 1200
Atlanta GA 30339

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

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

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

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

Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

Contact Communications
937 W Main St
Riverton WY 82501

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

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

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

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

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

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

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

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

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

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

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

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

Dickey Rural Services Inc
P O Box 69
Ellendale ND 58436

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

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

Evercom Systems Inc
8201 Tristar Dr
Irving TX 75063-2824

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

Global Tel*Link Corporation
2609 Cameron St
Mobile AL 36607-3104

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

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

HTC Services Inc
P O Box 55
Halstad MN 56548

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

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

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

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

Houlton Enterprises Inc
2201 W Bdwy Ste 1
Council Bluffs IA 51501

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

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

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

KMC Telecom V Inc
1545 Rt 206
Bedminster NJ 07921

Thomas K Crowe
Law Offices of Thomas K Crowe PC
2300 M St NW Ste 800
Washington DC 20037

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

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

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

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

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

Dave Crothers
NDATC
Box 1144
Mandan ND 58554-1144

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

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

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

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

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

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

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

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

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

NOW Communications Inc
711 S Tejon St Ste 201
Colorado Springs CO 80903

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

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

QuantumShift Communications Inc
101 Rowland Way Ste 300
Novato CA 94945

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

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

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

Andrew Jones
Sprint
6391 Sprint Pkwy
Overland Park KS 66251-6100

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

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

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

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

Qwest Interprise America Inc
1801 California St 49th Fl
Denver CO 80202

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

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

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

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

Touch America Inc
40 E Bdwy
Butte MT 59701

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

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

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

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

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

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

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

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

VarTec Telecom Inc
1600 Viceroy Dr
Dallas TX 75235

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

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

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

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

WTC Competitive Services Inc
P O Box 129
Wolverton MN 56594

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

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Friday, October 11, 2002 9:27 AM
To: ndna (E-mail)
Subject: Notice of Opportunity to File Written Comments

**Colleen Park
North Dakota 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
Public Service Commission**

10/11/2002

4 PU-2630-02-483

Pages: 1

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

10/11/2002

CC: Comm Legal Ilona Jerry .

APPROVED

DATE: 10-10-02
KME

MOTION

October 10, 2002

**North Dakota Network Co./Citizens Telecommuni-
cations Company of North Dakota, Inc.
Interconnection Agreement
Application**

Case No. PU-2783-02-476

**U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2630-02-483

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

Case No. PU-2057-02-493

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**North Dakota Network Co./Citizens Telecommunications Company of North Dakota, Inc.
Interconnection Agreement
Application** **Case No. PU-2783-02-476**

**U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2630-02-483**

**McLeodUSA Telecommunications Services, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-02-493**

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

October 10, 2002

On September 9, 2002, Citizens Telecommunications Company of North Dakota, Inc. filed an application for approval of an interconnection agreement negotiated with North Dakota Network Company, Case No. PU-2283-02-476. This agreement sets forth rates, terms and conditions for interconnection and exchange of traffic.

On September 10, 2002, Qwest Corporation (Qwest) filed for approval of an amendment negotiated to its interconnection agreement with U.S. Link, Inc., of Pequot Lakes MN, Case No. PU-2630-02-483. This amendment sets forth rates, terms and conditions for unbundled dark fiber.

On September 19, 2002, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc., Case No. PU-2057-02-493. This amendment exercises a termination clause in a previously approved amendment with certain business platform conversions and rate changes.

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 November 12, 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
Paul R. Sanderson

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

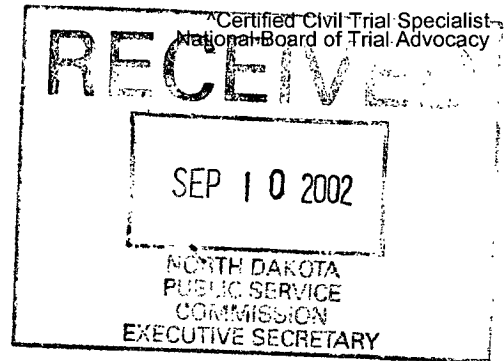
Of Counsel
John A. Zuger

Thomas O. Smith
1944-2001

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

September 10, 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 U.S. Link, Inc.

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of an Amendment to the Interconnection Agreement between U.S. Link, Inc. and Qwest Corporation. This document amends an Interconnection Agreement that was approved by the Commission on January 14, 1998 in Case No. PU-1755-00-580. The Amendment adds terms, conditions and rates for Unbundled Dark Fiber. Contact information for U.S. Link should be sent to Mike Roddy, U.S. Link, Inc., P.O. Box 327, 102 Main Street, Pequot Lakes, MN 56472.

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

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

Sincerely,

Daniel S. Kuntz

Enclosures

c: Scott Macintosh w/enc.
Debra Hartl wo/enc.
Mike Roddy wo/enc.

1 PU-2630-02-483

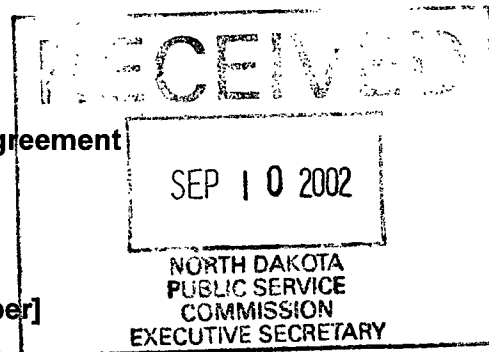
Pages: 14

Interconnection Agreement Amendment
application
by U.S. Link, Inc./Qwest Corporation

09/10/2002

CC: Comm Legal Ilona Jerry

**Amendment to the Interconnection Agreement
Between
U. S. Link, Inc.
and
Qwest Corporation
[Addition of Unbundled Dark Fiber]
For the State of North Dakota**



This Amendment ("Amendment") is made and entered into by and between U.S. Link, Inc. ("CLEC") and Qwest Corporation ("Qwest"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of North Dakota which was approved by the North Dakota Public Service Commission ("Commission") on January 14, 1998; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

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

1. Amendment Terms

This Amendment is made in order to add the terms, conditions and rates 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 Customer 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

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent 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.

4. Entire Agreement

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

U.S. Link, Inc.



Authorized Signature

Lance Braystad

Name Printed/Typed

Director of Network Services

Title

8/27/02

Date

Qwest Corporation



Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

9/4/02

Date

ATTACHMENT 1

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7.1 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.

9.7.2 Terms and Conditions

9.7.2.1 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.

9.7.2.2 Qwest provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 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:

9.7.2.2.2.1 Unspliced fiber is available, subject to Section 9.7.2.5;

9.7.2.2.2.2 Available unspliced fiber is not ribbon fiber;

- 9.7.2.2.2.3 Splice capacity is available in the Qwest splice case;
- 9.7.2.2.2.4 Space exists for CLEC splice case;
- 9.7.2.2.2.5 Qwest will perform splice in Qwest splice case;
- 9.7.2.2.2.6 CLEC shall not have access to Qwest's splice case;
- 9.7.2.2.2.7 Qwest will provide a fiber stub for CLEC to splice the Qwest fiber stub to CLEC fiber strand in CLEC splice case;
- 9.7.2.2.2.8 Qwest will perform all splices in Qwest splice case when CLEC is not providing fiber facilities;
- 9.7.2.2.2.9 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;
- 9.7.2.2.2.10 CLEC will perform splices in CLEC splice case per Technical Publication 77383;
- 9.7.2.2.2.11 Qwest will perform all modifications associated with access to UDF via splicing under the terms of Exhibit A; and
- 9.7.2.2.2.12 All access is subject to the Field Verification and Quote Preparation (FVQP).

9.7.2.2.3 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 Construction Charges Section of the Agreement.

9.7.2.3 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.

9.7.2.4 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.

9.7.2.5 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 9.7.3 shall continue.

9.7.2.6 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.

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

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

9.7.2.9 CLEC shall not use UDF that is part of a Loop-transport combination 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.

9.7.2.10 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.

9.7.2.11 Reserved for Future Use

9.7.2.12 CLEC must have established Collocation or other technically feasible means of network demarcation 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.

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions of this Amendment.

9.7.2.13 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.

9.7.2.14 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.

9.7.2.15 The Remote Collocation provisions apply where CLEC needs to gain access to UDF at an outside plant structure.

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

9.7.2.17 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:

9.7.2.17.1 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.

9.7.2.17.2 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.

9.7.2.17.3 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.

9.7.2.18 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.

9.7.2.19 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).

9.7.2.20 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.

9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 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.

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

9.7.3.1.2 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 9.7.2.5 (b), Qwest

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

9.7.3.1.3 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.

9.7.3.2 CLEC will establish network demarcation points to accommodate UDF optical terminations via Collocation or other technically feasible means or network demarcation. 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.

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

9.7.3.3.1 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.

9.7.3.3.2 Reserved for Future Use

9.7.3.3.3 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.

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

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to section 9.7.3.1 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 9.7.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for provisioning and cross connects will be assessed at the time of installation.

9.7.4 Maintenance and Repair

9.7.4.1 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

9.7.4.2 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.

9.7.5 Rate Elements

9.7.5.1 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.

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

9.7.5.2.1 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.

9.7.5.2.2 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.

9.7.5.2.3 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	Nonrecurring	Notes
9.7 Unbundled Dark Fiber (UDF)				
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 Route/Order		\$619.01	1
	Order Charge each. Addl. Pair 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 Route/Order		\$619.01	1
	Order Charge each. Addl. Pair 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 Route/Order		\$619.01	1
	Order Charge each. Addl. Pair 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**

4.0 Unbundled Dark Fiber Interval Table:

Installation Guidelines apply where facilities/network capacity is in place, on Qwest-owned, in region facilities. Where non-Qwest locations are involved, intervals are handled on an Individual Case Basis – (ICB).

Product	Activity/ Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
Dark Fiber					
Initial Records Inquiry (IRI) (simple & complex)			N/A	Ten (10) business days	N/A
Field Verification And Quote Preparation (FVQP)			N/A	Twenty (20) business days	N/A
Provisioning (non- FVQP requests)			N/A	Twenty (20) business days	

PU-2630-02-483

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. 	A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>Josie Mick</i>	
	B. Received by (Printed Name) <i>Josie Mick</i>	C. Date of Delivery <i>11-25-02</i>
1. Article Addressed to: <i>Mike Roddy</i> <i>U.S. Link Inc</i> <i>PO Box 327</i> <i>Pequot Lakes Mn 56472</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	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.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)	7001 1940 0005 3425 1880	