



DIVIDER

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

PU-2057-03-205
McLeod USA Telecommunications Services Inc./Qwest
Interconnection Agreement Amendment
Application 03
Filed 4/24/2003 Closed 7/7/2003



Public Service Commission
Receipt of Payment

Receipt# 5512

Received: 7/28/2003 Check# 762318 for \$57.68
Subject: Utility Valuation - Previous Biennium

Docket # PU-2057-03-205

McLeodUSA
P. O. Box 3177
Cedar Rapids IA 52406-3177

12 PU-2057-03-205

Pages: 1

Receipt# 5,512 \$57.68

by McLeodUSA

07/28/2003

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. 7002 2030 0003 7647 8726

Julia Redman-Carter
McLeodUSA Technology Park
6400 C St
Cedar Rapids IA 52406-3177
Cert. No. 7002 2030 0003 7647 8740

Chere Heintzmann
Extend America Inc
222 S 12th St
Bismarck ND 58504
Cert. No. 7002 2030 0003 7647 8764

David Ococello
Commnet Wireless Inc
16 W 127 83rd St
Burr Ridge IL 60521
Cert. No. 7002 2410 0003 4912 3020

Tom Simmons
Midcontinent Communications
5001 West 41st St
Sioux Falls SD 57106
Cert. No. 7002 2030 0003 7647 8733

Jennifer Arnold
U S Link Inc
30925 2nd St
Pequot Lakes MN 56472
Cert. No. 7002 2030 0003 7647 8757

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177
Cert. No. 7002 2030 0003 7647 8771

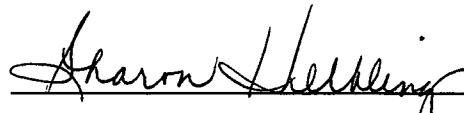
Sharon Helbling further deposes and says that on the **3rd day of July, 2003**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

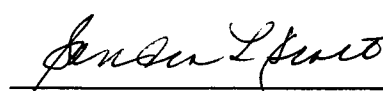
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

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

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

Subscribed and sworn to before me
this **3rd day of July, 2003**.





Notary Public

SEAL

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

APPROVED

DATE: 7-2-03
KMF

MOTION

July 2, 2003

**Midcontinent Communications/Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2745-03-173

**Midcontinent Communications/McLeodUSA
Telecommunications Services, Inc.
Interconnection Agreement Termination
Application**

Case No. PU-2859-03-174

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

Case No. PU-2630-03-177

**Extend America, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2864-03-183

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

Case No. PU-2057-03-195

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

Case No. PU-2057-03-202

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

Case No. PU-2057-03-205

**Commnet Wireless Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2867-03-212

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Midcontinent Communications/Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2745-03-173**

**Midcontinent Communications/McLeodUSA
Telecommunications Services, Inc.
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Application** **Case No. PU-2057-03-202**

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Interconnection Agreement Amendment
Application** **Case No. PU-2057-03-205**

**Commnet Wireless Inc./Qwest Corporation
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ORDER

July 2, 2003

On April 2, 2003, Qwest Corporation (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with Midcontinent

9 **PU-2057-03-205** Pages: 3

Order approving interconnection
agreement
by Public Service Commission

07/02/2003

CC: Comm Legal Ilona Jerry

Communications of Sioux Falls, SD, Case No. PU-2745-03-173. This amendment adds rates, terms and conditions for an expedited procurement process.

Also on April 2, 2003 McLeodUSA Telecommunications Services, Inc. (McLeodUSA) of Cedar Rapids, IA filed for approval of an interconnection agreement negotiated with Midcontinent Communications Investor LLC, managing partner of Midcontinent Communications and McLeodUSA, Case No. PU-2859-03-174. This agreement sets forth rates, responsibilities and types of traffic to be exchanged between the parties.

On April 7, 2003, Qwest filed for approval of an amendment to its interconnection agreement with U.S. Link, Inc. of Pequot Lakes, MN, Case No. PU-2630-03-177. This amendment reflects CC Docket 99-68, Intercarrier Compensation for ISP-Bound Traffic.

On April 10, 2003, Qwest filed for approval of a Type 2 Wireless interconnection agreement negotiated with Extend America, Inc., of Bismarck, ND, Case No. PU-2864-03-183. This agreement adopts a previously approved agreement between Qwest and Sprint Spectrum L.P.

On April 15, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-195. This amendment adds terms and conditions for Qwest's performance assurance plan.

On April 22, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-202. This amendment adds rates, terms and conditions for UNE Combinations.

On April 24, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-205. This amendment adds rates, terms and conditions for Collocation Available Inventory.

On April 25, 2003, Qwest filed for approval of a Type 2 Wireless interconnection agreement negotiated with Commnet Wireless, Inc. of Englewood, CO, Case No. PU-2867-03-212. This agreement sets forth rates, terms and conditions for network interconnection, unbundled network elements and ancillary services.

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 May 7, 2003, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until June 11, 2003. No comments have been received.


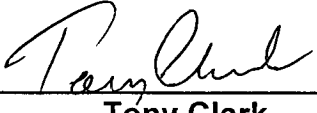

The Commission has reviewed the agreements and does not find them discriminatory against a telecommunications carrier that was not a party to the agreements. The Commission finds that implementation of the agreements is not inconsistent with the public interest, convenience and necessity.

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

		
<hr/>	<hr/>	<hr/>
Susan E. Wefald Commissioner	Tony Clark President	Leo M. Reinbold Commissioner



Public Service Commission
Receipt of Payment

Receipt# 5451

Received: 7/1/2003 Check# 2280286 for \$57.68
Subject: Utility Valuation

Docket # PU-2057-03-205

Qwest
5325 Zuni St Room 728
Denver CO 80221

APPROVED

DATE: 6-18-03
KMF

MOTION

June 18, 2003

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

Case No. PU-2057-03-205

I move the Commission bill McLeodUSA and Qwest Corporation for costs incurred to date in Case No. PU-2057-03-205, McLeodUSA Telecommunications Services, Inc./Qwest Corporation, Interconnection Agreement Amendment, Application.



Public Service Commission

State of North Dakota

COMMISSIONERS

Tony Clark, President
Leo M. Reinbold
Susan E. Wefald

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

June 18, 2003

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

Scott Macintosh
Qwest Corporation
PO Box 5508
Bismarck ND 58502-5508

RE: Case No. PU-2057-03-205
McLeodUSA Telecommunications Services, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application

Enclosed is a copy of the statement approved at the June 18, 2003 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2057-03-205.

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

Billing Statement

June 18, 2003

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

Case No. PU-2057-03-205

Bill To:

McLeodUSA.....	\$57.68
Qwest Corporation	\$57.68

Expenses Incurred to Date:

Advertising Costs	\$115.36
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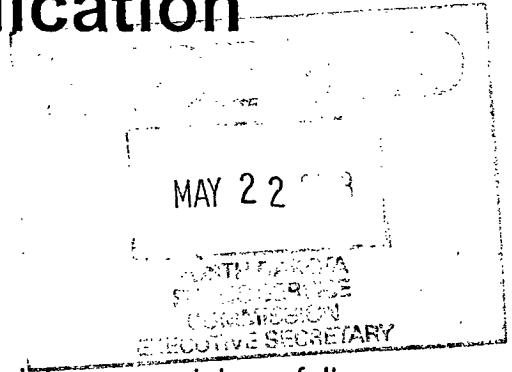
Send Payment and a Copy of this Statement To:

Public Service Commission
600 E Boulevard Ave Dept 408
Bismarck ND 58505-0480

Federal Tax ID 45-0309764

Affidavit of Publication

State of North Dakota)
)
County of Burleigh)



Colleen Park

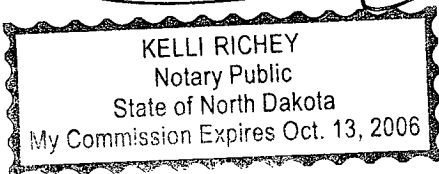
, being duly sworn, state as follows:

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:
PSC - Midcontinent → Commnet, PSC, 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: Colleen Park

Subscribed and sworn to before me this 21st day of May A.D. 2003.

Kelli Richey



- | | | | | | |
|---|-----------------------|----------|---|-----------------------|----------|
| 6 | PU-2745-03-173 | Pages: 1 | 6 | PU-2057-03-195 | Pages: 1 |
| 6 | PU-2859-03-174 | Pages: 1 | 6 | PU-2057-03-202 | Pages: 1 |
| 6 | PU-2630-03-177 | Pages: 1 | 6 | PU-2057-03-205 | Pages: 1 |
| 8 | PU-2864-03-183 | Pages: 1 | 7 | PU-2867-03-212 | Pages: 1 |

Affidavit of Publication

by North Dakota Advertising Service, Inc.

05/22/2003

CC: Comm Legal Ilona Jerry .

Affidavit of Publication

by North Dakota Advertising Service, Inc.

05/22/2003

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 **17550-03053PP0**

Invoice # **17187**

May 21, 2003

Attn: **JONH. MIELKE**
PUBLIC SERVICE COMMISSION
600 E. BOULEVARD AVE.
STATE CAPITOL
BISMARCK, ND 58505

Advertiser: **Public Service Commission**

P.O.#:

Amount Due

\$922.87

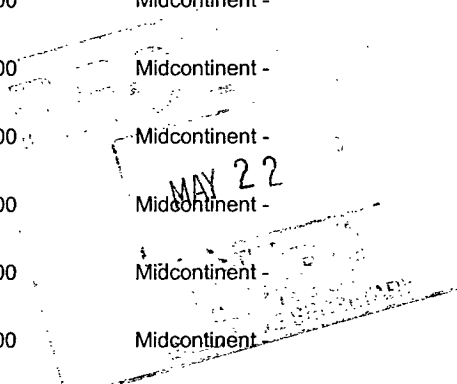
Amount Paid

Voice: 701-328-4076

Please detach and return this portion with your payment

Public Service Commission Invoice # 17550-03053PP0-17187

Ad Size	Rate Type	Rate	Total	Discount (%)	Caption	Page	Run Date
Bismarck Tribune (Bismarck ND)							
141.00	SPR2	0.64	90.24	0.00	Midcontinent -		05/12/03
Devils Lake Daily Journal (Devils Lake ND)							
142.00	SPR2	0.63	89.46	0.00	Midcontinent -		05/12/03
Dickinson Press (Dickinson ND)							
158.00	SPR2	0.57	90.06	0.00	Midcontinent -		05/13/03
Fargo, The Forum (Fargo ND)							
128.00	SPR2	0.71	90.88	0.00	Midcontinent -		05/19/03
Grand Forks Herald (Grand Forks ND)							
132.00	SPR2	0.69	91.08	0.00	Midcontinent -		05/10/03
Jamestown Sun (Jamestown ND)							
155.00	SPR2	0.54	83.70	0.00	Midcontinent -		05/12/03
Minot Daily News (Minot ND)							
222.00	SPR2	0.54	119.88	0.00	Midcontinent -		05/12/03
Valley City Times-Record (Valley City ND)							
148.00	SPR3	0.61	90.28	0.00	Midcontinent -		05/12/03
Wahpeton Daily News (Wahpeton ND)							
158.00	SPR2	0.57	90.06	0.00	Midcontinent -		05/13/03
Williston Herald (Williston ND)							
143.00	SPR2	0.61	87.23	0.00	Midcontinent -		05/12/03



Gross Advertising	922.87	Total Misc	0.00	Amount Paid	0.00
Agency Discount		Tax	0.00	Adjustments	0.00
Other Discount	0.00	Total Billed	922.87	Payment Date	
Service Charge	0.00	Unbilled	0.00	Balance Due	922.87

- 6 **PU-2745-03-173** Pages: 1
- 6 **PU-2859-03-174** Pages: 1
- 6 **PU-2630-03-177** Pages: 1
- 8 **PU-2864-03-183** Pages: 1

- 6 **PU-2057-03-195** Pages: 1
- 6 **PU-2057-03-202** Pages: 1
- 6 **PU-2057-03-205** Pages: 1
- 7 **PU-2867-03-212** Pages: 1

Affidavit of Publication

Affidavit of Publication

by North Dakota Advertising Service, Inc.

by North Dakota Advertising Service, Inc.

05/22/2003

05/22/2003

CC: Comm Legal Ilona Jerry

Page 1

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

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**Commnet Wireless Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2867-03-212**

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 **9th day of May, 2003**, she deposited in the United States Mail, Bismarck, North Dakota **seven** envelopes with certified

5	PU-2057-03-205	Pages: 16
Affidavits of Service		
by Public Service Commission		
05/09/2003		CC: Comm Legal Ilona Jerry .

postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7001 1940 0005 3425 5680

Tom Simmons
Midcontinent Communications
5001 West 41st St
Sioux Falls SD 57106
Cert. No. 7001 1940 0005 3425 5697

Julia Redman-Carter
McLeodUSA Technology Park
6400 C St
Cedar Rapids IA 52406-3177
Cert. No. 7001 1940 0005 3425 5703

Jennifer Arnold
U S Link Inc
30925 2nd St
Pequot Lakes MN 56472
Cert. No. 7001 1940 0005 3425 5710

Chere Heintzmann
Extend America Inc
222 S 12th St
Bismarck ND 58504
Cert. No. 7001 1940 0005 3425 5727

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177
Cert. No. 7001 1940 0005 3425 5772

David Ococello
Commnet Wireless Inc
16 W 127 83rd St
Burr Ridge IL 60521
Cert. No. 7001 1940 0005 3425 5857

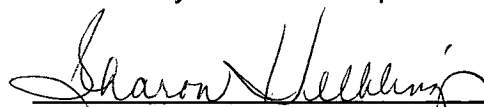
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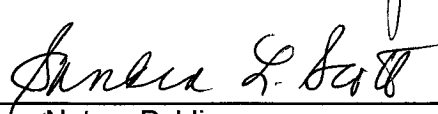
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

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

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

Subscribed and sworn to before me
this **9th day of May, 2003**.





Notary Public

SEAL

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

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Midcontinent Communications/Qwest Corporation Interconnection Agreement Amendment Application	Case No. PU-2745-03-173
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STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

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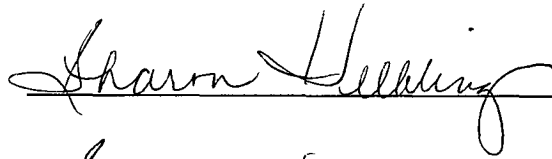
Notice of Opportunity to File Written Comments

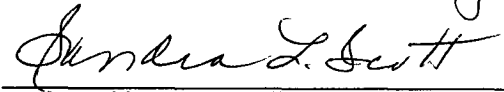
To:

See Attached List

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

Subscribed and sworn to before me
this **9th day of May, 2003**.





Notary Public

SEAL



mariep@telcogroupinc.com
Marie Pierre-Paul

wbrudvik@ohnstadlaw.com
William Brudvik

donlee@martin-associates.com
Don Lee

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Jerry Chapman
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smassey@bepc.com
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Bismarck ND 58501-0564

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Reston VA 20190

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

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DCI Group

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

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Dallas TX 75235

bgipson@vartec.net
Becky Gipson
Excel Telecommunications Inc
1600 Viceroy Dr
Dallas TX 75235

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Glenn Richards
Glenn Richards
ShawPittman
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Ronald Laqua
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Halstad MN 56548-0055

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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

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Susan Travis
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San Francisco CA 94105

knations@mmfn.com
Karen Nations
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360 Hamilton Ave
White Plains NY 10601

meredith.gifford@gecapital.com
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6540 Powers Ferry Rd
Atlanta GA 30339

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

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Dana Wilson
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8647 Wurzbach Rd #M-1
San Antonio TX 78240-1245

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Carl Billek
IDT America, Corp.
520 Broad St 7th Fl
Newark NJ 07102

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Karen Johnson
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Beaverton OR 97006-6902

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12506 Lake Underhill Rd MP 836
Orlando FL 32825

dconn@mcleodusa.com
Dave Conn
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177

gerrya@midrivers.com
Gerry Anderson
Mid-Rivers Telephone Coop Inc
PO Box 280
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Kennebunk Me 04043

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MCImetro Access Transmission Services
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Denver CO 80202

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Tele-Tech Inc
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Primus Telecommunications Inc
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Orange CA 92867

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Doris Cooper
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Touch America Inc
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Butte MT 59701

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Mick Grosz
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Hazen ND 58545-0467

WTC Competitive Services Inc
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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: Wednesday, May 07, 2003 11:56 AM
To: ndna (E-mail)
Subject: Attached 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 701-328-4076.

Thank you.

**Sharon Helbling
Public Utilities Division**

5/7/2003

4

PU-2057-03-205

Pages: 1

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

05/07/2003

CC: Comm Legal Ilona Jerry

APPROVED

DATE: 5-7-03
KMF

MOTION

May 7, 2003

**Midcontinent Communications/Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2745-03-173

**Midcontinent Communications/McLeodUSA
Telecommunications Services, Inc.
Interconnection Agreement Termination
Application**

Case No. PU-2859-03-174

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

Case No. PU-2630-03-177

**Extend America, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2864-03-183

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

Case No. PU-2057-03-195

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

Case No. PU-2057-03-202

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

Case No. PU-2057-03-205

**Commnet Wireless Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2867-03-212

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

JRL/sdh

3 **PU-2057-03-205** Pages: 1

Motion

by Public Service Commission

05/07/2003

CC: Comm Legal Ilona Jerry .

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Midcontinent Communications/Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2745-03-173**

**Midcontinent Communications/McLeodUSA
Telecommunications Services, Inc.
Interconnection Agreement Termination
Application** **Case No. PU-2859-03-174**

**U.S. Link, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2630-03-177**

**Extend America, Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2864-03-183**

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-03-195**

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-03-202**

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2057-03-205**

**Commnet Wireless Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2867-03-212**

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

May 7, 2003

On April 2, 2003, Qwest Corporation (Qwest) filed an application for approval of an amendment negotiated to its interconnection agreement with Midcontinent

2 PU-2057-03-205

Pages: 3

Notice of Opportunity to File Written
Comments
by Public Service Commission

05/07/2003

CC: Comm Legal Ilona Jerry

Communications of Sioux Falls, SD, Case No. PU-2745-03-173. This amendment adds rates, terms and conditions for an expedited procurement process.

Also on April 2, 2003 McLeodUSA Telecommunications Services, Inc. (McLeodUSA) of Cedar Rapids, IA filed for approval of an interconnection agreement negotiated with Midcontinent Communications Investor LLC, managing partner of Midcontinent Communications and McLeodUSA, Case No. PU-2859-03-174. This agreement sets forth rates, responsibilities and types of traffic to be exchanged between the parties.

On April 7, 2003, Qwest filed for approval of an amendment to its interconnection agreement with U.S. Link, Inc. of Pequot Lakes, MN, Case No. PU-2630-03-177. This amendment reflects CC Docket 99-68, Inter-carrier Compensation for ISP-Bound Traffic.

On April 10, 2003, Qwest filed for approval of a Type 2 Wireless interconnection agreement negotiated with Extend America, Inc., of Bismarck, ND, Case No. PU-2864-03-183. This agreement adopts a previously approved agreement between Qwest and Sprint Spectrum L.P.

On April 15, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-195. This amendment adds terms and conditions for Qwest's performance assurance plan.

On April 22, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-202. This amendment adds rates, terms and conditions for UNE Combinations.

On April 24, 2003, Qwest filed for approval of an amendment negotiated to its interconnection agreement with McLeodUSA, Case No. PU-2057-03-205. This amendment adds rates, terms and conditions for Collocation Available Inventory.

On April 25, 2003, Qwest filed for approval of a Type 2 Wireless interconnection agreement negotiated with Commnet Wireless, Inc. of Englewood, CO, Case No. PU-2867-03-212. This agreement sets forth rates, terms and conditions for network interconnection, unbundled network elements and ancillary services.

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

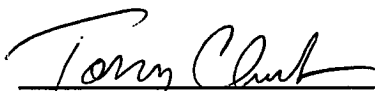

In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the

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 June 11, 2003.

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

ABSENT		
_____ Susan E. Wefald Commissioner	_____ Tony Clark President	_____ Leo M. Reinbold Commissioner

ZUGER KIRMIS & SMITH

COUNSELORS AND ATTORNEYS AT LAW

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Daniel S. Kuntz, P.C.
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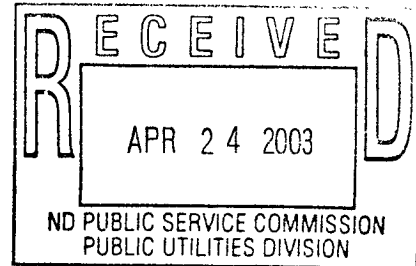
Thomas O. Smith
1944-2001

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

^Certified Civil Trial Specialist
National Board of Trial Advocacy

April 23, 2003

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 McLeodUSA Telecommunications Services, Inc.

Dear Mr. Mielke:

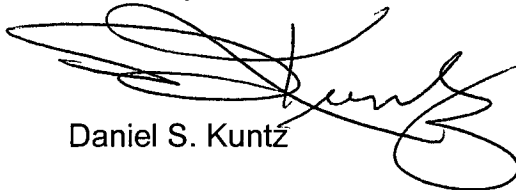
Enclosed for filing are the original and seven copies of an Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation. The document amends an Interconnection Agreement that was approved by the Commission on May 26, 1999 in Case No. PU-2057-99-109. The Amendment adds terms and conditions for Collocation Available Inventory. The contact person for McLeodUSA Telecommunications Services, Inc. is Lauraine Harding, McLeodUSA, Inc., Senior Manager, Interconnection Negotiation, 6400 C Street SW, P.O. Box 3177, Cedar Rapids, IA 52406-3177. Ms. Harding's telephone number is 319-790-6480.

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.

Mr. Jon Mielke
April 23, 2003
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", written over the printed name below it.

Daniel S. Kuntz

Enclosures

c: Scott Macintosh w/enc.
Debra Hartl wo/enc.
Lauraine Harding wo/enc.

**Collocation Available Inventory Amendment
to the
Interconnection Agreement
between
Qwest Corporation
and
McLeodUSA Telecommunications Services, Inc.
for the State of North Dakota**

This Amendment ("Amendment") is made and entered into by and between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC"), an Iowa corporation.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of North Dakota, that was approved by the North Dakota Public Service Commission on May 26, 1999, as referenced in Docket No. PU-2057-99-109 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement 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:

Amendment Terms

The Agreement is hereby amended by adding the terms, conditions and rates for Collocation Available Inventory, as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; 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.

McLeodUSA Telecommunications Services, Inc.



Signature

David R. Conn

Name Printed/Typed

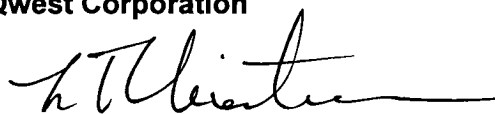
Vice President

Title

4/18/03

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

4/21/03

Date

ATTACHMENT 1

Collocation Available Inventory

1.0 Description

1.1 Collocation Available Inventory provides the terms and conditions under which (1) CLEC can purchase returned Collocation sites and elements ("Qwest Postings") and (2) CLEC may post CLEC controlled sites that are available for a Transfer Of Responsibility ("CLEC Postings"). Available sites will be posted on the "Collocation Classified" web site: <http://www.qwest.com/cgi-bin/wholesale/collocation.cgi>.

1.1.1 Qwest Postings: Collocation sites available on the Qwest Available Inventory list may be totally or partially completed before being returned to Qwest inventory. Both caged and cageless sites will be offered on the inventory list. Sites will be offered "AS IS, WHERE IS."

1.1.2 CLEC Postings: Available sites listed in the "CLEC Postings" section of the Collocation Classifieds are eligible for Transfer to an assuming CLEC with or without working circuits as described in the Collocation Transfer of Responsibility Product offering.

1.1.3 The "Collocation Classified" web site refers to a tool used by CLEC and Qwest to post listings of available collocation sites. The site contains Qwest Postings and CLEC Postings.

2.0 Terms and Conditions

2.1 The offering of a Collocation site from the Qwest Available Inventory list shall be limited to the offering of a specified site in Qwest's control to CLEC that either: (i) has a commission-approved Interconnection Agreement covering the specific type of Collocation to be obtained or (ii) is currently in negotiations with Qwest for such an Agreement. CLEC obtaining a Collocation site from the Qwest Available Inventory must not have any overdue financial obligations owed to Qwest pertaining to Collocation. Formally disputed charges will be treated as an exception.

2.2 The assuming CLEC for all Qwest posted sites will be required to pay a minimum of six (6) months of Space Construction and Floor Space Lease recurring charges should the CLEC terminate its rights of occupancy prior to six (6) months of occupancy.

2.3 Standard Sites

2.3.1 Qwest Postings: Collocation sites available in the Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both caged and cageless sites will be offered in the Qwest Collocation Postings section. Sites will be offered under the terms and conditions set forth in CLEC's Interconnection Agreement. In its Collocation application for such a site, CLEC may request to add to or complete the Collocation site to the CLEC's

specifications. In CLEC Collocation application for such a site, CLEC may also request that Qwest reduce cable terminations. CLEC will be charged for the removal of such cable terminations.

2.3.2 All services that were previously connected to the Collocation (e.g. Unbundled Network Elements, CLEC to CLEC connections, administrative lines, Finished Services, Line Splitting and Line Sharing, etc.) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. Power, Grounding for caged sites and Entrance Facilities are also disconnected prior to a site being posted. Qwest shall inventory all Reusable and Reimbursable Elements and list them in the Qwest Postings. Shared resources including HVAC and racking will not be listed in the Qwest postings. When other Collocation space is not available, Qwest reserves the right to remove Qwest postings from the Available Inventory web site to satisfy CLEC Applications for Collocation, for Qwest space requirement needs, or for CLEC Collocation augments to existing sites. Qwest shall not use the Qwest Postings as a basis to claim exhaust (space, power, terminations, etc.) in any Qwest Premises.

2.3.3 Qwest will provide CLEC with a feasibility study within ten (10) Calendar Days after receipt of the application. Qwest will provide CLEC with a quote within twenty-five (25) Calendar Days after providing the feasibility study. Price quotes will be honored for thirty (30) Calendar Days from the date the quote is provided and the associated space is reserved during such period, pending CLEC's acceptance of the quoted charges.

2.3.4 CLEC must pay the initial fifty percent (50%) of the quoted nonrecurring charges to Qwest within thirty (30) Calendar Days of receiving the quote. If the payment is not received by Qwest within such thirty (30) Calendar Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

2.4 Special Sites:

2.4.1 Qwest may elect to offer Collocation sites returned through Chapter 7 bankruptcy or abandonment. These sites "Special Sites" will not be decommissioned and may be offered with Electronic Equipment (Equipment), Equipment Racks, Cages, DC power, Grounding and Terminations. These Special Sites will be posted in the Qwest Available Inventory posting under "Unverified sites with equipment".

2.4.2 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within ten (10) Calendar Days after receipt of the application. If the site is not available the CPMC will notify the CLEC in writing. If the site is available a site survey will be arranged with the CLEC and Qwest State Interconnect Manager (SICM). Upon completion of the survey Qwest will prepare a quote based on the site inventory and any requested modifications to the site. CLEC must pay in full one hundred percent (100%) of

the quoted nonrecurring charges to Qwest within thirty (30) Calendar Days of receipt of the quote. If Qwest does not receive the payment within such thirty (30) Calendar Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

2.4.3 Upon receipt of the full payment for the quoted nonrecurring charges, Qwest will begin the establishment of the site records and the complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that the CLEC requires Qwest to install Augments (additional services) to the existing site, the interval will revert to the intervals defined in the assuming CLEC's Interconnect Agreement.

2.4.4 For Special Sites; IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT QWEST IS SELLING EQUIPMENT THAT IS CLASSIFIED AS "USED" OR "SURPLUS" EQUIPMENT ON AN "AS IS, WHERE IS" BASIS. CLEC UNDERSTANDS AND AGREES THAT ALL EQUIPMENT IS, CONVEYED (I) IN AN "AS IS" "WHERE IS" CONDITION WITH ALL FAULTS, LATENT AND PATENT AND (II) ALL EQUIPMENT IS CONVEYED WITHOUT ANY QWEST WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED BY A PARTICULAR COURSE OF DEALING.

2.4.4.1 All software and software license agreements for any Equipment conveyed as part of a Special Site shall be the sole responsibility of the assuming CLEC.

2.4.4.2 CLEC hereby warrants and certifies that its handling, scrap, destruction or other disposition of any Equipment conveyed as part of a Special Site shall conform and comply with the following.

a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations;

b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-

hazardous as defined by governing laws and or applicable laws and are the sole responsibility of the CLEC; and

c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the Equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the Equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the Equipment, the CLEC shall be listed as the generator, arranger and owner of the materials.

d) The CLEC shall comply with the applicable Qwest Technical Publications as defined in the CLEC's Interconnection Agreement when removing any equipment from a Special Site.

2.5 CLEC Posting: Sites listed in the "CLEC Postings" section are eligible for Transfer Of Responsibility to an assuming CLEC. Sites may be offered with or without working circuits. The terms and conditions for the Transfer of Responsibility shall be in accordance with the Transfer of Responsibility Product offering.

3.0 Rate Elements

3.1 Pricing for sites listed within the Qwest Available Inventory list will be provided on a site-specific basis. Pricing shall be in accordance with the Interconnection Agreement of the assuming CLEC. Vacating CLEC's may receive a potential refund from sale of available/discounted sites based on outstanding Nonrecurring charges, amounts for reimbursable elements and transfer fees.

3.2 The following items are charged to a CLEC purchasing a "Standard site" from the Qwest Available Inventory List. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before work begins.

3.2.1 Quote Preparation Fee (QPF) Found in CLEC's existing Interconnection Agreement for a each specific type of Collocation site.

3.2.2 Reusable Elements are those Qwest inventoried components used to provision the Collocation site. The quote will be for all components used to install the Collocation space. These elements include Qwest inventoried components (i.e. cage, bays, HVAC, cable racking) to provision the original Collocation site.

3.2.2.1 Nonrecurring Collocation Rate Elements that are reused, will be available at a 50% discount to an assuming CLEC.

3.2.3 Reimbursable Elements are those which are not subject to a discount to the assuming CLEC. This includes any reusable termination cabling that is part of the available site. Reimbursable Elements considered for a potential refund are, Digital Signal Level 0 (DS0) termination cabling, Level 1 (DS1) termination cabling, Level 3 (DS3) termination cabling, and fiber terminations (excluding entrance that run from vault directly to Collocation site, i.e. Express Fiber Entrances).

3.3 Special Site Rates: The following items are charged to an assuming CLEC for a Special Site from the Qwest Postings. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before Qwest begins work.

3.3.1 Site Survey Fee: A non-refundable site survey fee for a formal site survey visit with the CLEC per Exhibit A. Payment is to be submitted in conjunction with the Collocation Application for a Special Site.

3.3.2 Quote Preparation Fee (QPF). The QPF for Special Sites will be a flat rate fee per Exhibit A. If the assuming CLEC requires Augments (additional services) to the existing site the QPF will revert to the rate defined in the CLEC's Interconnection Agreement.

3.3.3 Non recurring Collocation Rate Elements: Include all Reusable elements defined above, DC Power, grounding and terminations. Special sites will be offered at a flat 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. Augments (additional services) or changes to the sites will not be discounted and will be charged at the rates as defined in the CLEC's Exhibit A of their Interconnect Agreement or Exhibit A of this document, payable in full prior to commencement of work.

3.3.4 Network Assessment Fee for transfer of existing circuits to the assuming CLEC per Exhibit A.

3.3.5 Any Equipment contained in the site will be conveyed at a \$0.00 charge.

3.4 Recurring charges for all Products and Services will be charged at rates listed in the assuming CLEC's Exhibit A of their Interconnection Agreement without a discount.

3.5 MN state specific language: Rates will be trued up to the Commission ordered Interconnection Agreement rates from cost proceedings.

4.0 Ordering

4.1 CLEC must submit a "Qwest Collocation Application Form (new, change or augment)" on the Qwest web at: <http://www.qwest.com/wholesale/pcat/collocation.html>

4.2 The "submit" date for the Collocation Available Inventory request will commence on the date that the Wholesale Project Manager (WPM) notifies the Collocation Project Management Center (CPMC) that all prerequisites for this request to have been met.

4.3 Qwest will process the Available Inventory Request pursuant to the Collocation

Intervals in the CLEC's Interconnection Agreement.

4.3.1 Special Site interval will be 45 Calendar Days form the receipt of payment.

4.4 For purposes of first-come, first-served determination of availability, priority will be defined by the date and time the complete application is received by rfsmet@qwest.com.

4.5 CLECs should submit an alternative option when requesting an available site by populating the "Second Choice" and/or "Third Choice" tabs included on the Qwest Collocation Application Form. This will prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

NORTH DAKOTA - EXHIBIT A

		Recurring	Non- Recurring	Notes
STANDARD SITES				
Charge for removal of Terminations DSO (per 100) DS1 (per termination) DS3 (per termination) OCN (per 12 fibers)			ICB ICB ICB ICB	
Quote Preparation Fee - Cageless			\$4,981.81	1, 2, 3
Quote Preparation Fee - Caged			\$4,626.54	1, 2, 3
SPECIAL SITES				
QPF			\$1058.00	
Network Assessment Fee			\$1663.00	
Site Survey			\$150.00	
Reusable Elements			50% Discount	

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

[2] The preliminary engineering and planning costs are included in the caged and cageless space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. This exhibit currently lists multiple QPFs based on what has been proposed on the cost docket and what was approved in the AT&T interconnection agreement. CLEC may choose either QPF at this time.

[3] From North Dakota SGAT, Exhibit A (Section 8.0 – Collocation), dated 10/16/02.

PU-03-173; 177; 183; 195; 203; 205; 212

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:

Don Keunty
PO Box 1695
Bismarck ND 58502-1695

2. Article Number

(Transfer from service label)

7002 2030 0003 7647 8726

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

PU-2859-03-174; PU-2057-03-195; 03-202; 03-205

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:

Julia Kelman-Carter
McKend USA
6400 G St
Cedar Rapids Ia 52404-3177

2. Article Number

(Transfer from service label)

7002 2030 0003 7647 8740

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

PU-2859-03-174; 03-195; 03-202; 03-205

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:

Lauraine Harding
McKend USA
6400 G St SW
Cedar Rapids Ia 52406-3177

2. Article Number

(Transfer from service label)

7002 2030 0003 7647 8771

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature] Agent
 Addressee

B. Received by (Printed Name)

Nindy

C. Date of Delivery

7-7-07

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature] Agent
 Addressee

B. Received by (Printed Name)

Tracie Jaeger

C. Date of Delivery

7-7-05

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature] Agent
 Addressee

B. Received by (Printed Name)

Tracie Jaeger

C. Date of Delivery

7-7-05

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