

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

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**PU-2746-03-585**  
**VAL-ED Joint Venture, L.L.P./Qwest Corporation**  
**Interconnection Agreement Amendment**  
**Application** 03  
**Filed 10/10/2003**      **Closed 1/5/2004**



Public Service Commission  
Receipt of Payment

Receipt# 5803

Received: 3/30/2004 Check# 10032 for \$101.36  
Subject: Utility Valuation

**Docket # PU-2746-03-585**

Val-Ed Joint Venture LLP dba 702 Communications  
702 Main Ave  
Moorhead MN 56560

12 PU-2746-03-585 Pages: 1  
Receipt# 5,803 \$101.36  
by Val-Ed Joint Venture LLP dba 702 Communications  
03/30/2004



Public Service Commission  
Receipt of Payment

Receipt# 5797

Received: 3/24/2004 Check# 500315790 for \$101.35  
Subject: Utility Valuation

Docket # PU-2746-03-585

Qwest  
5325 Zuni St Room 728  
Denver CO 80221

11 PU-2746-03-585  
Receipt# 5,797 \$101.35  
by Qwest  
03/24/2004

Pages: 1

**APPROVED**

DATE: 3-17-04  
KMF

MOTION

March 17, 2004

Val-Ed Joint Venture, L.L.P./  
Qwest Corporation  
Interconnection Agreement Amendment  
Application

Case No. PU-2746-03-585

I move the Commission bill Val-Ed Joint Venture, L.L.P. and Qwest Corporation for costs incurred to date in Case No. PU-2746-03-585, Val-Ed Joint Venture, L.L.P./Qwest Corporation, Interconnection Agreement Amendment, Application.

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Pages: 3

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

03/17/2004

CC: Comm Legal Ilona Jerry



Public Service Commission  
State of North Dakota

COMMISSIONERS

Tony Clark, President  
Susan E. Wefald  
Kevin Cramer

Executive Secretary  
Jon H. Mielke

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

March 17, 2004

Jim Walter  
Val-Ed Joint Venture LLP  
702 Main Ave  
Moorhead MN 56560

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

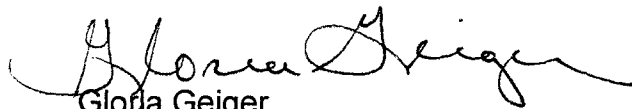
RE: Case No. PU-2746-03-585  
Val-Ed Joint Venture, L.L.P./Qwest Corporation  
Interconnection Agreement Amendment  
Application

Enclosed is a copy of the statement approved at the March 17, 2004 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2746-03-585.

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**

**March 17, 2004**

Val-Ed Joint Venture, L.L.P./  
Qwest Corporation  
Interconnection Agreement Amendment  
Application

Case No. PU-2746-03-585

**Bill To:**

Val-Ed Joint Venture, L.L.P.....\$101.36  
Qwest Corporation .....\$101.35

**Expenses Incurred to Date:**

Advertising Costs \$202.71

**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

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

Case No. PU-2746-03-585

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

Case No. PU-2746-03-586

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 **2nd day of January, 2004**, she deposited in the United States Mail, Bismarck, North Dakota **two** 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

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

Cert. No. 7003 1680 0004 9646 3641

Cert. No. 7003 1680 0004 9646 3658

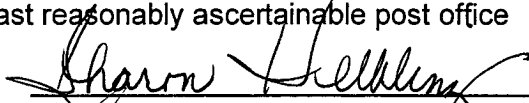

Sharon Helbling further deposes and says that on the **2nd day of January, 2004**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

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 **2nd day of January, 2004**.

Notary Public

SEAL 

<b>SANDRA L. SCOTT</b> Notary Public, STATE OF NORTH DAKOTA My Commission Expires JUNE 11, 2004
---

9 PU-2746-03-585

Pages: 1

Affidavit of Service

by Public Service Commission

01/02/2004

CC: Comm: Legal Ilona Jerry

**APPROVED**

**MOTION**

DATE: 12-31-03  
KME

December 31, 2003

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

**Case No. PU-2746-03-585**

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

**Case No. PU-2746-03-586**

I move the Commission adopt the Order approving the captioned applications for approval of interconnection agreements.

JRL/sdh

**STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION**

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

**Case No. PU-2746-03-585**

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

**Case No. PU-2746-03-586**

**ORDER**

**December 31, 2003**

On October 10, 2003, Qwest Corporation (Qwest) filed applications for approval of amendments negotiated to its interconnection agreement with Val Ed Joint Venture, L.L.P. of Perham, MN. These amendments adopt rates terms and conditions for unbundled loops (Case No. PU-2746-03-585) and unbundled dedicated interoffice transport (Case No. PU-2746-03-586).

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 November 20, 2003, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive comments on the agreements until December 23, 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**.

**7 PU-2746-03-585**

Pages: 2

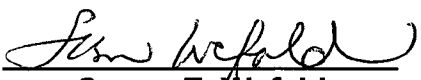

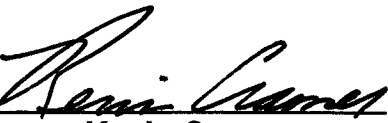
Order approving interconnection  
agreements  
by Public Service Commission

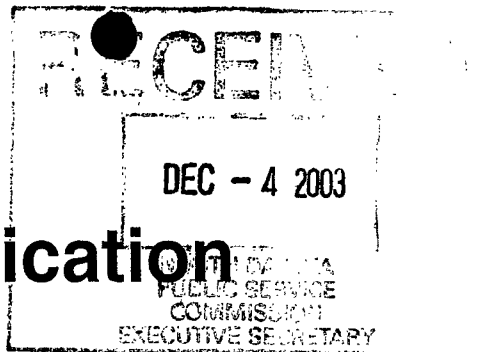
12/31/2003

CC. Comm Legal Illona Jerry

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**

		
<b>Susan E. Wefald</b> Commissioner	<b>Tory Clark</b> President	<b>Kevin Cramer</b> Commissioner



# Affidavit of Publication

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, VAL-ED Joint Venture, 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.

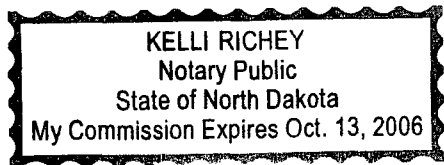
Signed: Colleen Park

State of ND

County of Burleigh

Subscribed and sworn to before me this 3rd day of December 2003.

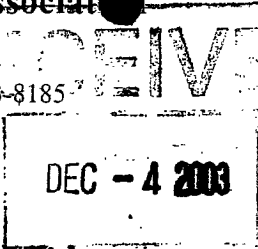
Kelli Richey





**North Dakota Newspaper Association**

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



**INVOICE**

Order **18352-03121PP2** Invoice # **28840**

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

Voice: 701-328-4076

December 31, 2003  
 Advertiser: **Public Service Commission**  
 P.O.#: **PU-2746-03-585**

Amount Due **\$405.41**

Amount Paid

*Please detach and return this portion with your payment*

Public Service Commission Invoice # 18352-03121PP2-28840 PO# PU-2746-03-585

Ad Size	Rate Type	Rate	Total	Discount (%)	Caption	Page	Run Date
<b>DAILY</b>							
<b>Bismarck Tribune (Bismarck ND)</b>							
61.00	SPR2	0.64	39.04	0.00	VAL-ED Joint Venture		11/28/03
<b>Devils Lake Daily Journal (Devils Lake ND)</b>							
63.00	SPR2	0.63	39.69	0.00	VAL-ED Joint Venture		11/28/03
<b>Dickinson Press (Dickinson ND)</b>							
63.00	SPR3	0.66	41.58	0.00	VAL-ED Joint Venture		11/28/03
<b>Fargo, The Forum (Fargo ND)</b>							
55.00	SPR2	0.71	39.05	0.00	VAL-ED Joint Venture		12/01/03
<b>Grand Forks Herald (Grand Forks ND)</b>							
59.00	SPR2	0.69	40.71	0.00	VAL-ED Joint Venture		11/28/03
<b>Jamestown Sun (Jamestown ND)</b>							
72.00	SPR2	0.54	38.88	0.00	VAL-ED Joint Venture		11/28/03
<b>Minot Daily News (Minot ND)</b>							
80.00	SPR2	0.54	43.20	0.00	VAL-ED Joint Venture		11/28/03
<b>Valley City Times-Record (Valley City ND)</b>							
66.00	SPR2	0.61	40.26	0.00	VAL-ED Joint Venture		11/28/03
<b>Wahpeton Daily News (Wahpeton ND)</b>							
85.00	SPR2	0.51	43.35	0.00	VAL-ED Joint Venture		11/28/03
<b>Williston Herald (Williston ND)</b>							
65.00	SPR2	0.61	39.65	0.00	VAL-ED Joint Venture		11/28/03

Gross Advertising	405.41	Total Misc	0.00	Amount Paid	0.00
Agency Discount		Tax	0.00	Adjustments	0.00
Other Discount	0.00	Total Billed	405.41	Payment Date	
Service Charge	0.00	Unbilled	0.00	Balance Due	405.41

6 **PU-2746-03-585** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

12/04/2003

CC: Comm Legal Illona Jerry .

6 **PU-2746-03-586** Pages: 1

Affidavit of Publication

by North Dakota Advertising Service, Inc.

12/04/2003

CC: Comm Legal Illona Jerry .

STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

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

Case No. PU-2746-03-585

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

Case No. PU-2746-03-586

**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, 2003**, she deposited in the United States Mail, Bismarck, North Dakota **two** 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. 7003 1680 0004 9646 3139**

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

**Cert. No. 7003 1680 0004 9646 3207**

**Sharon Helbling** further deposes and says that on the **21st day of November, 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

5

PU-2746-03-585

Pages: 15

Affidavits of Service

by Public Service Commission

11/21/2003

CC: Comm Legal Ilona Jerry

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, 2003.**

*Sharon Helbling*

*Sandra L. Scott*

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

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

Case No. PU-2746-03-585

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

Case No. PU-2746-03-586

**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 **21st day of November, 2003**, 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**

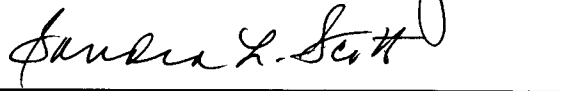
To:

**See Attached List**

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

Subscribed and sworn to before me  
this **21st day of November, 2003**.

  
\_\_\_\_\_

  
\_\_\_\_\_

Notary Public

SEAL

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

mariep@telcogroupinc.com  
Marie Pierre-Paul

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William Brudvik

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Don Lee

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Dennis Kelley  
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Jerry Chapman  
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Minneapolis MN 55403-0343

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Janet Browne  
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Steele ND 58482-0230

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Dickey Rural Telephone Cooperative  
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Becky Gipson  
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Dallas TX 75235

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Kenneth Lund  
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David Dunning  
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Don Neqaard  
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Bismarck ND 58502-5508

saberry@qwest.com  
Sharon Berry  
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pam@tnics.com  
Pamela Harrington  
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jeffolson@rrt.net  
Jeff Olson  
Red River Telecom Inc  
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Marcia Burckhard  
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Parshall ND 58770

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Pamela Harrington  
Roberts Cty Tele Coop Assoc  
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Jane Petersen  
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Royce Aslakson  
Reservation Telephone Cooperative  
Parshall ND 58770

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Shane Hart  
Reservation Telephone Cooperative  
Parshall ND 58770

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Sue Hamilton  
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Chris Morsefield  
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stthomas@talk.com  
Sharon Thomas  
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12001 Science Dr Ste 130  
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Citizens Telecomm Co of Minnesota  
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Computer Integrated Communications Inc  
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DSLnet Communications LLC  
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Regulatory Dept  
Essential.com Inc  
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Kennebunk ME 04043

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Quincy MA 02169

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Michel Murray  
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McKenzie Consolidated Telecom LLC  
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Mid-Rivers Telephone Coop Inc  
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Circle MT 59215

Mark Wilhelmi  
Midstate Telephone Co  
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Bison SD 57620-0039  
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West River Telecomm Coop  
PO Box 467  
Hazen ND 58545-0467

WTC Competitive Services Inc  
P O Box 129  
Wolverton MN 56594

**Helbling, Sharon D.**

---

**From:** Helbling, Sharon D.  
**Sent:** Thursday, November 20, 2003 2:35 PM  
**To:** ndna (E-mail)  
**Subject:** Notices, Case Nos. PU-2077-03-636; PU-2746-03-585; PU-2746-03-586; PU-2342-03-632

**Colleen Park  
North Dakota Newspaper Association**

**Colleen:**

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

**Please 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**

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**PU-2746-03-585**

Pages: 1

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

11/20/2003

11/20/2003

CC: Comm Legal Ilona Jerry

**MOTION**

**November 20, 2003**

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

**Case No. PU-2746-03-585**

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

**Case No. PU-2746-03-586**

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-2746-03-585**

Pages. 1

Motion

by Public Service Commission

11/20/2003

CC: Comm Legal Illona Jerry

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

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

Case No. PU-2746-03-585

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

Case No. PU-2746-03-586

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

November 20, 2003

On October 10, 2003, Qwest Corporation (Qwest) filed applications for approval of amendments negotiated to its interconnection agreement with Val Ed Joint Venture, L.L.P. of Perham, MN. These amendments adopt rates terms and conditions for unbundled loops (Case No. PU-2746-03-585) and unbundled dedicated interoffice transport (Case No. PU-2746-03-586).

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 December 23, 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

  
Susan E. Wefald  
Commissioner

  
Tony Clark  
President

  
Kevin Cramer  
Commissioner

2

PU-2746-03-585

Pages 1

Notice of Opportunity to File Written  
Comments  
by Public Service Commission

11/20/2003

CC: Comm Legal Illona, Jerry

**ZUGER KIRMIS & SMITH**

COUNSELORS AND ATTORNEYS AT LAW

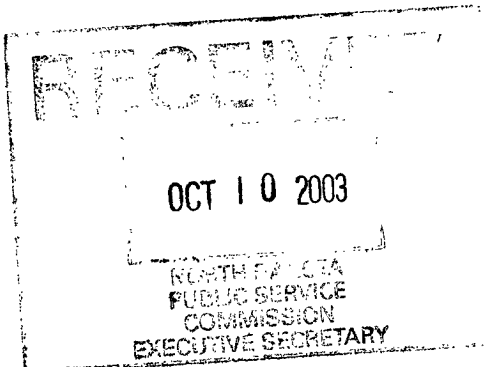
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James S. Hill, P.C.  
Patrick J. Ward  
Rebecca S. Thiem, P.C.  
Daniel S. Kuntz, P.C.  
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Of Counsel  
John A. Zuger  
-----  
Thomas O. Smith  
1944-2001

October 10, 2003

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



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

Dear Mr. Mielke:

Enclosed for filing are the original and seven copies of an Amendment to the Interconnection Agreement between Val-Ed Joint Venture, L.L.P. and Qwest Corporation. This document amends an Interconnection Agreement that was approved by the Commission on July 28, 1999 in Case No. PU-2104-99-259. The Amendment adds terms and conditions for Unbundled Loops. Qwest requests the Commission to approve this Interconnection Agreement under § 252(e) of the Telecommunications Act of 1996 (47 U.S.C. § 252(e)) and N.D.C.C. § 49-21-01.7(9). Qwest will also forward an electronic copy of this Amendment to the Commission. Contact information for Val-Ed Joint Venture, L.L.P. should be directed to Val-Ed Joint Venture, L.L.P., Jim Walter, 702 Main Avenue, Moorhead, MN 56560. The telephone number is 218-284-5721.

Also enclosed is an extra copy of this letter. Please sign the extra copy and return it to us for our files. Please contact me if you have any questions regarding this filing.

Sincerely,

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

Daniel S. Kuntz

Enclosures

cc: Scott Macintosh w/enc.  
Jim Walter wo/enc.

1

PU-2746-03-585

Pages 27

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

10/10/2003

CC: Comm Legal Ilona Jerry

**Unbundled Loops Amendment  
To the Interconnection Agreement  
between  
Qwest Corporation  
and  
Val-Ed Joint Venture, L.L.P.  
For the State of North Dakota**

RECEIVED

OCT 10 2003

NORTH DAKOTA  
PUBLIC SERVICE  
COMMISSION  
EXECUTIVE SECRETARY

This is an Amendment ("Amendment") for Unbundled Loops to the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Val-Ed Joint Venture, L.L.P. ("CLEC"), a Minnesota limited liability partnership. CLEC and Qwest shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of North Dakota, that was approved by the North Dakota Public Service Commission ("Commission") on July 28, 1999, as referenced in Case No. PU-2104-99-259 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement 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:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Unbundled Loops as set forth in Attachment 1 and Exhibits A and B, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

**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.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. 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.

### Change of Law

A. The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of April 1, 2003 (the Existing Rules). Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Amendment shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of the Agreement. It is expressly understood that this Amendment will be corrected, or if requested by CLEC, amended as set forth herein, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Amendment, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Amendment, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

B. In addition to, but not in limitation of, Section A. above, nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum

concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

**Entire Agreement**

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

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

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

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

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

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

September 24, 2003  
\_\_\_\_\_  
Date

**Qwest Corporation**

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

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

Director - Business Policy  
\_\_\_\_\_  
Title

10/9/03  
\_\_\_\_\_  
Date

## ATTACHMENT 1

### 9.2 Unbundled Loops

#### 9.2.1 Description

The Local Loop Network Element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an end user premises. The Local Loop Network Element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Local Loop includes, but is not limited to, DS0, DS1, DS3, fiber, and other high capacity Loops.

9.2.1.1 "Loop Demarcation Point" – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

#### 9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops, (unbundled from local switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own end users. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own end users. Unbundled Loops shall be provisioned in accordance with Exhibit B and the performance metrics set forth in the Agreement and with a minimum of service disruption.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, Qwest will first attempt, to the extent

possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about a CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such available copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect confidential or Proprietary Information. CLEC shall be responsible for Qwest's incremental costs to provide such information or access mediation.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop. Qwest will provide an Analog Unbundled Loop that meets the state technical standards. If necessary to meet the state standards, Qwest will, at no cost to CLEC, remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest shall provide fiber and other high capacity Loops including but not limited to OC3, OC12, OC48 and OC192 Loops. With the exception of the digital Loops identified in Section 9.2.2.3, Qwest shall provide unbundled fiber and high capacity Loops to CLEC(s) where facilities are available and existing on an ICB basis. Qwest will provision fiber and other high capacity Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. DC continuity does not apply to fiber and other high capacity Loops provided under this Section. Qwest shall allow CLEC to access these high capacity Loops at accessible terminals

including DSXs, FDPs or equivalent in the Central Office, Customer premises, or at Qwest owned outside plant structures (e.g., CEVs, RTs or huts). Nonrecurring and recurring charges shall apply for fiber and other high capacity Loops provided under this Section as set forth in Exhibit A.

9.2.2.3.2 If CLEC orders a 2/4 wire non-loaded or ADSL compatible Unbundled Loop for a Customer served by a digital Loop carrier system, Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the nonrecurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge.

9.2.2.4.1 Where Qwest fails to meet a Due Date for performing Loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where Qwest does not perform conditioning in accord with the standards applicable under this Amendment, CLEC shall be entitled to a credit of one-half of the conditioning charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this Amendment requires Qwest to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such cure, CLEC shall be entitled to the one-half (1/2) credit identified above.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical

standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) Capable and xDSL-I capable Loops using the specifications in the Technical Publication 77384. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Amendment. The ISDN Capable Loop may also require conditioning (e.g., removal of load coils or Bridged Taps).

9.2.2.6 For DS-1 or DS-3 capable Loops, Qwest will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 DS-1 capable Loops provide a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the end user location. DS-1 capable Loops transport bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. DS-1 capable Loops shall meet the design requirements specified in Technical Publication 77375 (Unbundled Loops) and 77375 (DS1).

9.2.2.6.2 DS-3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an end user location. DS-3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. If the Loop make-up information for a particular facility is not contained in the Loop qualification tools or if the Loop qualification tools return unclear or incomplete information, then CLEC may request that Qwest perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC, via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, terminals, Bridged Tap, and load coils; Loop length, and wire gauge. After completion of the investigation, Qwest will load the information into the LFACS database, which will populate the fields in the Loop qualification tools.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via [www.ecom.qwest.com](http://www.ecom.qwest.com). The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.9 Provisioning Options. Six (6) Provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Amendment. Testing parameters are described below and in Qwest Technical Publication 77384.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing end user, the Basic Installation

option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

9.2.2.9.1.2 For new end user service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option, that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit B. Quick Loop installation without LNP includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing end user, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new end user service, the Basic Installation with Performance Testing option requires a dispatch to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service. For both new and existing service, CLEC must

designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new Due Date and appointment time. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing end user, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new end user service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test not defined in the Qwest Technical Publication 77384.

9.2.2.9.4 Coordinated Installation without Cooperative Testing. Coordinated Installation without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the

nonrecurring charge for the installation option and the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a dispatch, that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the end user premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

9.2.2.9.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing end user, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop and exchange demarcation information.

9.2.2.9.5.2 For new end user service, Basic Installation with Cooperative Testing may require a dispatch to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss =  $\leq 40$  dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

DS-1 Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DS-3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss =  $\leq 41$  dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty-five (25) or more DS0 Unbundled Loops.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch

maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days from receipt of an accurate LSR. In addition, standard intervals will apply.

9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting a Local Service Request (LSR) and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented (supp) to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoration of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

9:2.2.9.7.6 If CLEC orders Project Coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the end user.

9.2.2.10 Multiplexing. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, CLEC may order multiplexing, including conversion from special access or private line circuits, for Unbundled Loops under the rates, terms and conditions for multiplexing of Enhanced Extended Loop (EEL). The requirements with respect to providing a significant amount of local exchange traffic shall not apply to conversions to Unbundled Loop.

9.2.2.11 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to Unbundled Loops, ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network Interoperability require advance notice pursuant to the Notices Section of the Agreement.

9.2.2.12 If there is a conflict between an end user (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the end user to contact CLEC, and Qwest will initiate contact with CLEC.

(a) Reserved for Future Use.

(b) Reserved for Future Use.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's end user up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of the Agreement.

9.2.2.14 Reserved for Future Use.

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an end user contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the loss of the end user, and will disconnect the Loop Qwest provided to

CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an end user from their current CLEC (old CLEC) to them (new CLEC), new CLEC is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC and, at new CLEC request, where technically compatible, will reuse the Loop for the service requested by new CLEC (e.g., resale service).

9.2.2.15.3 When CLEC contacts Qwest with a request to convert an end user from Qwest to CLEC, at CLEC request, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided. Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.2.2.15.4 Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

### 9.2.3 Rate Elements

The following recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A of this Amendment. Recurring charges vary based on CLEC selected installation options, conditioning, and extension technology.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Nonrecurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Nonrecurring rates.

9.2.3.3 DS1 and DS3 Capable Loop, OC3, OC12, OC48, OC192, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Nonrecurring rates.

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop, OCn Conversion Nonrecurring rates associated with the conversion of special access or private lines to Unbundled Loops.

9.2.3.4 Extension Technology Recurring and Nonrecurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops.

9.2.3.5 Conditioning Nonrecurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

9.2.3.7.2 Intentionally Left Blank.

9.2.3.7.3 Intentionally Left Blank.

9.2.3.7.4 Intentionally Left Blank.

9.2.3.7.5 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A.

#### 9.2.4 Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of the Agreement. Detailed ordering processes are found on the Qwest wholesale website.

9.2.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC should use one of Qwest's Loop make-up tools available via IMA-EDI, IMA-GUI, or the web-based application interface to obtain specific information about the Loop CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. The CLEC must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will

begin as described in Section 9.2.4.9.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within 72 hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return the FOC with the standard interval (i.e. five (5) days).

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify CLEC via a reject notification. CLEC must submit and wait for a new version of the LSR approving Loop conditioning. In this scenario, the application date will correspond to date the new version is received by Qwest.

9.2.4.3.1.2.3 Reserved for Future Use.

9.2.4.3.1.2.4 Reserved for Future Use.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit B. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1 When CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified in the Agreement. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has facilities or network capacity available.

9.2.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the CLEC Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

9.2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service CLEC seeks to provide.

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 When load coils and Bridged Taps do not exist, CLEC may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or Bridged Taps do exist, CLEC will request the minimum fifteen (15) business days Desired Due Date. CLEC can determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If CLEC did not request the fifteen (15) day interval and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations.

9.2.4.10.1 For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of these hours are considered to be Out of Hours Installations.

9.2.4.10.2 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's standard installation hours.

9.2.4.10.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

9.2.4.10.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between Qwest and CLEC because of system downtime, Switch upgrades, Switch maintenance, and

the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention).

#### 9.2.5 Maintenance and Repair

9.2.5.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the NID or Loop Demarcation Point. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. For Unbundled Loops, each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the end user's side of the Loop Demarcation Point. If the trouble is on the end user's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at CLEC's request, a Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities. Maintenance and repair processes are set forth in the Agreement. Maintenance of Service charges are set forth in Exhibit A.

9.2.5.4 Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops, comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are instituted implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, it shall waive any trouble isolation charges that may otherwise be applicable.

#### 9.2.6 Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in

compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask.

9.2.6.2.1 CLEC information provided to Qwest pursuant to Section 9.2.6.2 shall be deemed Confidential Information and Qwest may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 9.2.6.2.

9.2.6.2.2 The Parties may disclose, on a need to know basis only, CLEC Confidential Information provided pursuant to Section 9.2.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in Qwest's retail marketing, sales or strategic planning.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, or if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whomever employed, within binder groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1s with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by industry standards, FCC rules and orders.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will

provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally resolve any dispute over spectral interference among Carriers. Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by the Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under the provisions of the Agreement.

9.2.6.9 Qwest will deploy remote DSL technology in a manner that will minimize spectrum compatibility issue in the future. Where CLEC demonstrates to Qwest that it has deployed Central Office based DSL services serving a reasonably defined area, it shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area. It shall be presumed that the costs of such mitigation will not be chargeable to any CLEC or to any other Customer; however, Qwest shall have the right to rebut this presumption, which it may do by demonstrating to the Commission by a preponderance of the evidence that the incremental costs of mitigation would be sufficient to cause a substantial effect upon other Customers (including but not limited to CLECs securing UNEs) if charged to them. Upon such a showing, the Commission may determine how to apportion responsibility for those costs, including, but not limited to CLECs taking services under this Amendment.

**Exhibit A  
North Dakota\***

Amendment		Recurring	Nonrecurring	Notes
<b>9.2 Unbundled Loops</b>				
<b>9.2.1 Analog Loops</b>				
	2-Wire Voice Grade		See Installation options, Section 9.2.4	
	Zone 1	\$13.53		#
	Zone 2	\$22.80		#
	Zone 3	\$51.65		#
	4-Wire Voice Grade		See Installation options, Section 9.2.4	
	Zone 1	\$26.54		#
	Zone 2	\$44.74		#
	Zone 3	\$101.35		#
	Unbundled Loop Grooming (2-Wire)	\$0.19		1, #
	Unbundled Loop Grooming (4-Wire)	\$0.38		1, #
<b>9.2.2 Non-loaded Loops</b>				
	2-wire Non-loaded Loop		See Installation options, Section 9.2.4 and See also Section 9.2.2.3	
	Zone 1	\$13.53		#
	Zone 2	\$22.80		#
	Zone 3	\$51.65		#
	4-wire Non-loaded Loop		See Installation options, Section 9.2.4 and See also Section 9.2.2.3	
	Zone 1	\$26.54		#
	Zone 2	\$44.74		#
	Zone 3	\$101.35		#
	Cable Unloading/Bridge Tap Removal		\$538.16	
<b>9.2.3 Digital Capable Loops</b>				
	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop		See Installation options, Section 9.2.4 and See also Section 9.2.2.3	
	Zone 1	\$13.53		#
	Zone 2	\$22.80		#
	Zone 3	\$51.65		#
	DS1 Capable Loop		See Installation options, Section 9.2.5	
	Zone 1	\$88.63		#
	Zone 2	\$94.39		#
	Zone 3	\$98.60		#
	DS3 Capable Loop		See Installation options, Section 9.2.6	
	Zone 1	\$960.74		#
	Zone 2	\$1,131.65		#
	Zone 3	\$1,226.40		#
	OC - n Capable Loop		See Installation options, Section 9.2.7	

**Exhibit A  
North Dakota\***

		Recurring	Nonrecurring	Notes
	OC - 3	\$908.58		1
	OC - 12	\$1,472.06		1
	OC - 48	\$4,115.92		1
	2-Wire Extension Technology	\$22.67		
9.2.4	Loop Installation Charges for 2 & 4 wire Analog / Non - Loaded, ISDN BRI Capable, xDSL - I Capable, and ADSL Compatible Loop where conditioning is not required.	See related monthly recurring Loop charges above.		
9.2.4.1	Basic Installation			
	First Loop		\$55.27	#
	Each Additional		\$48.77	#
9.2.4.2	Basic Installation with Performance Testing			
	First Loop		\$142.10	#
	Each Additional		\$86.24	
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation (25 or more DS0 Unbundled Loops)			
	First Loop		\$171.87	#
	Each Additional		\$94.09	#
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation (25 or more DS0 Unbundled Loops)			
	First Loop		\$59.81	#
	Each Additional		\$53.32	#
9.2.4.5	Basic Installation with Cooperative Testing			
	First Loop		\$142.10	#
	Each Additional		\$94.09	#
9.2.5	DS1 Loop Installation Charges	See related monthly recurring Loop charges above.		
9.2.5.1	Basic Installation			
	First Loop		\$184.32	1
	Each Additional		\$125.93	1
9.2.5.2	Basic Installation with Performance Testing			
	First Loop		\$323.90	1
	Each Additional		\$222.69	1
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation			
	First Loop		\$365.51	1
	Each Additional		\$222.69	1
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation			
	First Loop		\$193.81	1
	Each Additional		\$135.39	1
9.2.5.5	Basic Installation with Cooperative Testing			
	First Loop		\$323.90	1
	Each Additional		\$222.69	1
9.2.6	DS3 Loop Installation Charges	See related monthly recurring Loop charges above.		
9.2.6.1	Basic Installation			
	First Loop		\$184.32	1
	Each Additional		\$125.93	1
9.2.6.2	Basic Installation with Performance Testing			
	First Loop		\$323.90	1
	Each Additional		\$222.69	1

**Exhibit A  
North Dakota\***

		Recurring	Nonrecurring	Notes
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation			
	First Loop		\$365.51	1
	Each Additional		\$222.69	1
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation			
	First Loop		\$193.81	1
	Each Additional		\$135.39	1
9.2.6.5	Basic Installation with Cooperative Testing			
	First Loop		\$323.90	1
	Each Additional		\$222.69	1
9.2.7	OC - 3, 12, & 48 Loop Installation Charges	See related monthly recurring Loop charges above.		
9.2.7.1	Basic Installation			
	First Loop		\$184.32	1
	Each Additional		\$125.93	1
9.2.7.2	Basic Installation with Performance Testing			
	First Loop		\$323.90	1
	Each Additional		\$222.69	1
9.2.7.3	Coordinated Installation with Cooperative Testing			
	First Loop		\$365.51	1
	Each Additional		\$222.69	1
9.2.7.4	Coordinated Installation without Cooperative Testing			
	First Loop		\$193.81	1
	Each Additional		\$135.39	1
9.2.7.5	Basic Installation with Cooperative Testing			
	First Loop		\$323.90	1
	Each Additional		\$222.69	1
9.2.8	Private Line to Unbundled Loop Conversions		\$40.17	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.

# Denotes voluntary rate reduction.

## Additional reduction to the voluntary reductions reflected in the August 5, 2002 exhibit.

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

**EXHIBIT B  
SERVICE INTERVAL TABLES**

**1.0 Unbundled Loops, Line Sharing and Line Splitting Service Interval Table:**

(a) Established Service Intervals 2/4 Wire Analog (Voice Grade):

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(b) Established Service Intervals for 2/4 Wire Non-Loaded Loops, and ADSL Compatible Loops that do not require conditioning:

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(c) Established Service Intervals for xDSL-I/ BRI ISDN Capable Loops that do not require conditioning:

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(d) Established Service Intervals for existing DS-1 Capable Loops, DS1 Capable Feeder Loop:

a)	1 - 24 lines	Nine (9) business days
b)	25 or More	ICB

(e) Established Service Intervals for existing DS3 Capable Loops:

a)	1-3 lines	Seven (7) business days
b)	4 or more	ICB

(f) Established Service Intervals for Line Sharing and Line Splitting that do not require conditioning:

a)	1-24 lines	Three (3) business days
d)	25 or More	Three (3) business days

(g) Conditioned Loops for 2/4 Wire Non-Loaded Loops, ADSL Compatible, Basic Rate ISDN Capable, xDSL-I Capable Loops, Line Sharing and Line Splitting:

a)	1-8 lines	Fifteen (15) business days
b)	9 or more	ICB

(h) Established Repair Intervals for Basic 2-wire Analog Loops, Line Sharing, Line Splitting, and Shared Distribution Loop:

Twenty-four (24) hours OSS
Forty-eight (48) hours AS

**EXHIBIT B  
SERVICE INTERVAL TABLES**

- (i) Established Repair Intervals for 4-wire Analog Loops, 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops, xDSL-I Capable Loops, DS1 Capable Loops, DS3 Capable Loops, and Ocn Capable Loops:

Four (4) hours
----------------

- (j) Quick Loop

a)	1 to 24 Lines	Three (3) business days
b)	25 or more Lines	ICB

Quick Loop with Number Portability

a)	1 to 8 Lines	Three (3) business days
b)	9 to 24 Lines	Four (4) business days
c)	25 or more Lines	ICB

- (k) OCn Loop

	1 or more Lines	ICB
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- (l) Shared Distribution Loop

	1 or more Lines	Five (5) business days
--	-----------------	------------------------

- (M) Established Service Intervals for 2/4 wire Distribution and Non-loaded Distribution Loop

	1 or more Lines	Two (2) business days or Appointment Scheduler

\* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

PU-2746-03-585; PU-2746-03-586

**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:

Jim Walter  
Pal Ed Joint Venture LLP  
702 Main Ave  
Morehead Wn 56560

2. Article Number  
(Transfer from service label)

7003 1680 0004 9646 3207

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x Lisa McCullough  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery  
11-24-03

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

PU-2746-03-585; PU-2746-03-586

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. 24 NOV 2003
- 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:

Dan Kuntz  
PO Box 1695  
Bismarck ND 58502-1695

2. Article Number  
(Transfer from service label)

7003 1680 0004 9646 3139

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x Dan Kuntz  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery  
11-24-03

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

PU-2746-03-585; PU-2746-03-586

**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:

Jean Walter  
Tal Ed Joint Venture L.P.  
702 Main Ave  
Morhead Wn 56560

2. Article Number

(Transfer from service label)

7003 1680 0004 9646 3658

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *J. K. Adams*

Agent

Addressee

B. Received by (Printed Name)

J. K. Adams

C. Date of Delivery

1-5-04

D. Is delivery address different from item 1?  Yes

if YES, enter delivery address below:  No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

PU-2746-03-585; ~~PU-2746-03-586~~

**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:

Dan Kuntz  
PO Box 1695  
Bismarck ND 58502-1695

2. Article Number

(Transfer from service label)

7003 1680 0004 9646 3641

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *D. Kuntz*

Agent

Addressee

B. Received by (Printed Name)

D. Kuntz

C. Date of Delivery

1-5-04

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