

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

[Empty rectangular box]

PU-2746-03-586
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# 5804

Received: 3/30/2004 Check# 10032 for \$101.35
Subject: Utility Valuation

Docket # PU-2746-03-586

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

12 PU-2746-03-586

Pages: 1

Receipt# 5,804 \$101.35

by Val-Ed Joint Venture LLP dba 702 Communications

03/30/2004



Public Service Commission
Receipt of Payment

Receipt# 5798

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

Docket # PU-2746-03-586

Qwest
5325 Zuni St Room 728
Denver CO 80221

11 PU-2746-03-586 Pages: 1
Receipt# 5,798 \$101.35
by Qwest
03/24/2004

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-2746-03-586

I move the Commission bill Val-Ed Joint Venture, L.L.P. and Qwest Corporation for costs incurred to date in Case No. PU-2746-03-586, Val-Ed Joint Venture, L.L.P./Qwest Corporation, Interconnection Agreement Amendment, Application.

10 PU-2746-03-586

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-2746-03-586
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-2746-03-586.

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-2746-03-586

Bill To:

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

Expenses Incurred to Date:

Advertising Costs \$202.70

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

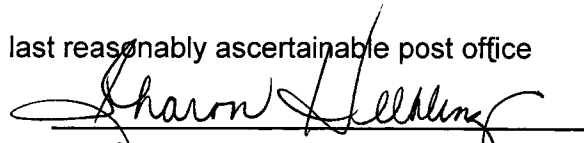

Sharon Helbling further deposes and says that on the **2nd day of January, 2004**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

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

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

9

PU-2746-03-586

Pages: 1

Affidavit of Service

by Public Service Commission

01/02/2004

CC: Comm Legal Iliona Jerry

APPROVED

MOTION

DATE: 12-31-03
KMF

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

8

PU-2746-03-586

Pages: 1

Motion

by Public Service Commission

12/31/2003

CC: Comm Legal Ilona 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

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

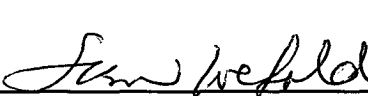
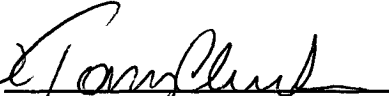

PU-2746-03-586

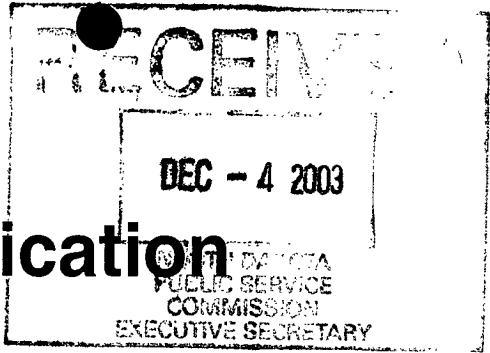
Pages: 2

Order approving interconnection
agreements
by Public Service Commission

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

		
Susan E. Wefald Commissioner	Tony Clark President	Kevin Cramer 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.

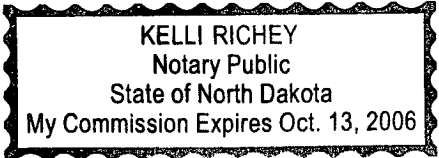
Signed: Colleen Park

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

RECEIVED

INVOICE

DEC - 4 2003

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 3, 2003
 Advertiser: **PUBLIC SERVICE COMMISSION**
EXECUTIVE SECRETARY
 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
DAILY							
Bismarck Tribune (Bismarck ND)							
61.00	SPR2	0.64	39.04	0.00	VAL-ED Joint Venture		11/28/03
Devils Lake Daily Journal (Devils Lake ND)							
63.00	SPR2	0.63	39.69	0.00	VAL-ED Joint Venture		11/28/03
Dickinson Press (Dickinson ND)							
63.00	SPR3	0.66	41.58	0.00	VAL-ED Joint Venture		11/28/03
Fargo, The Forum (Fargo ND)							
55.00	SPR2	0.71	39.05	0.00	VAL-ED Joint Venture		12/01/03
Grand Forks Herald (Grand Forks ND)							
59.00	SPR2	0.69	40.71	0.00	VAL-ED Joint Venture		11/28/03
Jamestown Sun (Jamestown ND)							
72.00	SPR2	0.54	38.88	0.00	VAL-ED Joint Venture		11/28/03
Minot Daily News (Minot ND)							
80.00	SPR2	0.54	43.20	0.00	VAL-ED Joint Venture		11/28/03
Valley City Times-Record (Valley City ND)							
66.00	SPR2	0.61	40.26	0.00	VAL-ED Joint Venture		11/28/03
Wahpeton Daily News (Wahpeton ND)							
85.00	SPR2	0.51	43.35	0.00	VAL-ED Joint Venture		11/28/03
Williston Herald (Williston ND)							
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 Ilona Jerry .

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

Affidavit of Publication

by North Dakota Advertising Service, Inc.

12/04/2003

CC: Comm Legal Ilona Jerry .

State Of North Dakota
Public Service Commission
Case No. PU-2746-03-586
Notice Of Opportunity to File
Written Comments
November 20, 2003

Bismarck	11-28
Devils Lake	11-28
Dickinson	11-28
Fargo	12-1
Grand Forks	11-29
Jamestown	11-28
Minot	11-29
Valley City	11-28
Walpeton	11-28
Williston	11-28

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.

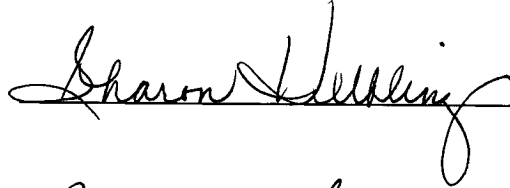
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508


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

5 **PU-2746-03-586** 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.

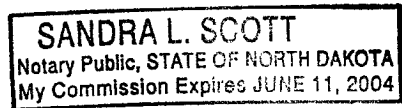
Subscribed and sworn to before me
this **21st day of November, 2003.**





Notary Public

SEAL



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

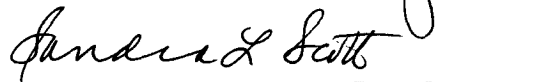
To:

See Attached List

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

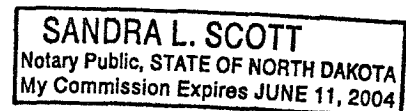
Subscribed and sworn to before me
this **21st day of November, 2003**.





Notary Public

SEAL



mariep@telcogroupinc.com
Marie Pierre-Paul

wbrudvik@ohns.adlaw.com
William Brudvik

donlee@martin-associates.com
Don Lee

dennis.kelley@reconex.com
Dennis Kelley
1-800-Reconex Inc
2500 Industrial Ave
Hubbard OR 97032

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

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

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

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

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

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

sheba.chacko@btna.com
Sheba Chacko
Concert Communications Sales LLC
11440 Commerce Park Dr
Reston VA 20191

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

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

mjrasher@msn.com
Mary Jane Rasher
DCI Group

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

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

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

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

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

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

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

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

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

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

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

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

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

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

susan.p.green@lmco.com
Susan Green
Lockheed Martin Global Telecomm
12506 Lake Underhill Rd MP 836
Orlando FL 32825

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

rostberg@nemontel.net
Ron Ostberg
Missouri Valley Communications Inc
P O Box 600
Scobey MT 59263-0600

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

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

info@newaccess.cc
Steven C Clay
New Access Communications LLC
801 Nicollet Ave Ste 350
Minneapolis MN 55402-2519

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

laurie.willman@nbne.info
Laurie Willman
North By NortheastCom LLC

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

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

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

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

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

gregory.diamond@nextelpartners.com
Greg Diamond
Nextel Partners
4500 Carillon Point
Kirkland WA 98033

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

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

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

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

sschwan@qwest.com
Suzy Schwandt
Qwest Corporation

mkambeii@qwest.com
Mel Kambeitz
Qwest Corporation
220 N 5th St
Bismarck ND 58501

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

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

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

jeffolson@rrt.net
Jeff Olson
Red River Telecom Inc
PO Box 136
Abercrombie ND 58001-0136

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

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

stevedl@srttel.com
Steve Lysne
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

janehp@srttel.com
Jane Petersen
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

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

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

jeffolson@rrt.net
Jeff Olson
Red River Rural Tele Assoc
PO Box 136
Abercrombie ND 58001-0136

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

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

suelh@srttel.com
Sue Hamilton
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

christm@srttel.com
Chris Morsefield
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

johnar@srttel.com
John Reiser
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

kimrw@srttel.com
Kim Weydahl
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

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

kjvannin@usgs.gov
K Vannin
U S Geological Survey

mspead@universalservice.org
Michael Spead
USAC
2120 L St NW Ste 600
Washington DC 20037

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

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

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

lahall@usgs.gov
Lenora Hall
U S Geological Survey

jennifer.arnold@uslink.com
Jennifer Arnold
U S Link Inc
P O Box 327
Pequot Lakes MN 56472-0327

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

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

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

Carolyn Fodor
Winstar Communications
21290 Melrose Ave
Southfield MI 48075-7901

Patrick Summers
360networks (USA) inc
867 Coal Creek Cir Ste 160
Louisville CO 80027-4670

ACN Communications Services Inc
32991 Hamilton Ct
Farmington Hills MI 48334

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

Jack Medaris
Atlas Communications LTD
P O Box 807
Conshohocken PA 19428-0807

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

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

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

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

Consolidated Communications Networks
Inc
507 S Main
Dickinson ND 58601

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

Ann Faught
Absaraka Co-op Tele Co
Absaraka ND 58002

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

Kimberly Nielsen
AT&T Wireless
7277 164th Ave NE RTC-1
Redmond WA 98052

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

C12 Inc
200 Galleria Pkwy Ste 1200
Atlanta GA 30339

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

Beth Choroser
Comcast Business Communications Inc
1500 Market St
Philadelphia PA 19102

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

Consolidated Telcom
PO Box 1077
Dickinson ND 58601-1077

Contact Communications
937 W Main St
Riverton WY 82501

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

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

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

Dickey Rural Services Inc
P O Box 69
Ellendale ND 58436

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

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

Chere Heintzmann
Extend America Inc
1101 E Front Ave
Bismarck ND 58504-5654

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

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

Covista Inc
1 Mack Ctr Dr
Paramus NJ 07652-3908

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

William Jackson
Dakota Justice
38 8th Ave W
Dickinson ND 58601

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

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

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

Evercom Systems Inc
8201 Tristar Dr
Irving TX 75063-2824

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

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

GLOBCOM INCORPORATED
2100 Sanders Rd Ste 150
Northbrook IL 60062

Granite Telecommunications LLC
234 Copeland St
Quincy MA 02169

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

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

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

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

David A. Huberman
Intrado Communications Inc
1601 Dry Creek Dr
Longmont CO 80503-6493

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

Katherine E Ford
U S WEST
1801 California St Ste 5100
Denver CO 80202

KMC Telecom V Inc
1545 Rt 206
Bedminster NJ 07921

Thomas K Crowe
Law Offices of Thomas K Crowe PC
1250 24th St NW Ste 300
Washington DC 20037

Lucille Nilson
Griggs County Telephone Co
Cooperstown ND 58425

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

HTC Services Inc
P O Box 55
Halstad MN 56548

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

Intrado Communications Inc
1601 Dry Creek Dr
Longmont CO 80503-6493

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

James Valley Coop Telephone Co
235 E 1st Ave
Groton SD 57445

KMAV AM/FM RADIO
PO Box 216
Mayville ND 58257-0216

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

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

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

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

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

McKenzie Consolidated Telecom LLC
P O Box 1408
Dickinson ND 58602-1408

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

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

Mike Strand
MITS
PO Box 5237
Helena MT 59604-5237

Dave Crothers
NDATC
Box 1144
Mandan ND 58554-1144

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

Carmine Russo
North Dakota Big Sky Telecom
374 Ansin Blvd
Hallandale FL 33009

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

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

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

Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

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

Minnesota Independent Equal Access
Corp
c/o Onvoy Inc
300 S Hwy 169
Minneapolis MN 55426
National Multi Housing Council
1850 M St NW Ste 540
Washington DC 20036

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

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

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

Steven Lysne
North Dakota Network Co
P O Box 2027
Minot ND 58702-2027

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

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

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

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

Public Communications Services Inc
11859 Wilshire Blvd Ste 600
Los Angeles CA 90025

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

Kimberly Nielson
RTC-1
Legal & External Affairs
7277 164th Ave NE
Redmond WA 98052

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

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

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

Mary Buley
Onvoy Inc
300 South Highway 169
Minneapolis MN 55426

Brad Van Leur
OrbitCom Inc
1701 N Louise Ave
Sioux Falls SD 57107

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

Scott Lee
Protel Advantage Inc
1308 Medora Rd
St. Paul MN 55118-1734

QuantumShift Communications Inc
88 Rowland Way Ste 200
Novato CA 94945-5000

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

Sandra Adams
NewPath Holdings Inc
4364 114th St
Des Moines IA 50322
Lisa Dabkowski
SNET America Inc
310 Orange St
North Haven CT 06510-1719

SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

Randy Burckhard
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027

Jack Medaris
Telco Partners Inc
P O Box 807
Conshohocken PA 19428-0807

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

Jonathan Marashlian
The Helein Law Group P C
8180 Greensboro Dr Ste 700
McLean VA 22102

Touch America Inc
40 E Bdwy
Butte MT 59701

United Communications HUB Inc
10390 Commerce Ctr Dr Ste 250
Rancho CA 91730-5860

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

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

VarTec Telecom Inc
1600 Viceroy Dr
Dallas TX 75235

David Armev
Verizon Communications
600 E Hidden Ridge HQE02i33
Irving TX 75038

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

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

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

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

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

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

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

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

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

Molli Harper
Verizon Wireless
6350 E Crescent Pkwy Ste 200
Greenwood Village CO 80111

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

Doris Cooper
West River Long Distance Co
PO Box 467
Hazen ND 58545-0467

Western CLEC Corporation
3650 131st Ave SE #400
Bellevue WA 98006

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

Darrell Henderson
West River Cooperative Telephone
Company
PO Box 39
Bison SD 57620-0039
Mick Grosz
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**

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

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

11/20/2003

11/20/2003

CC. Comm Legal Ilona Jerry .

APPROVED

MOTION

DATE: 11-20-03
KMF

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-2746-03-586

Pages: 1

Motion

by Public Service Commission

11/20/2003

CC: Comm Legal Ilona 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.

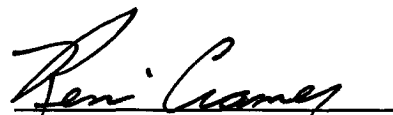
The Commission will receive written comments on these agreements until December 23, 2003.

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**

ZUGER KIRMIS & SMITH
COUNSELORS AND ATTORNEYS AT LAW

Lyle W. Kirmis
Lance D. Schreiner, P.C.
James S. Hill, P.C.
Patrick J. Ward
Rebecca S. Thiem, P.C.
Daniel S. Kuntz, P.C.
Jerry W. Evenson, P.C.
Lawrence A. Dopson
Lawrence E. King, P.C.
Tracy Vigness Kolb, P.C.
Shawnda R. Reid
Constance N. Hofland
Paul R. Sanderson
Aaron K. Webb

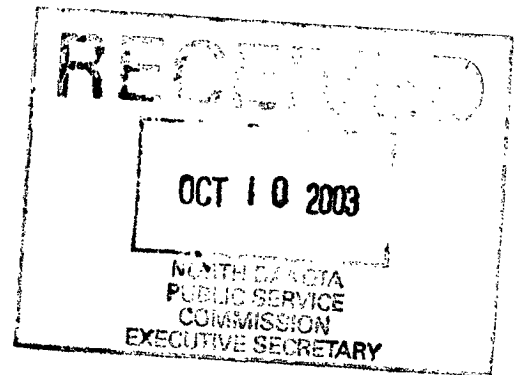
316 North Fifth Street
Provident Building
P.O. Box 1695
Bismarck, ND 58502-1695
(701) 223-2711
fax (701) 223-7387
www.zkslaw.com

Of Counsel
John A. Zuger

Thomas O. Smith
1944-2001

October 10, 2003

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



Re: Amendment to Interconnection Agreement between Qwest Corporation and 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 Dedicated Interoffice Transport (UDIT). 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,

Daniel S. Kuntz

Enclosures

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

1 PU-2746-03-586

Pages: 13

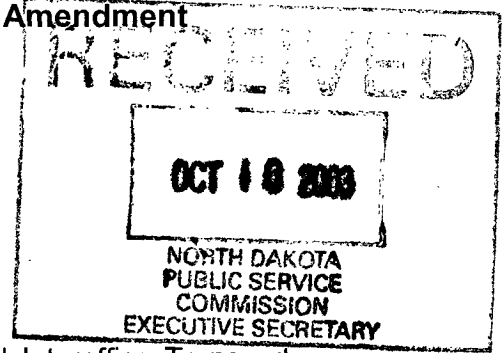
Interconnection Agreement Amendment
application
by VAL-ED Joint Venture, L.L.P./Qwest Corporation

10/10/2003

CC. Comm Legal Ilona Jerry

**Unbundled Dedicated Interoffice Transport (UDIT) Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
Val-Ed Joint Venture, L.L.P.

for the State of North Dakota**



This is an Amendment ("Amendment") for Unbundled Dedicated Interoffice Transport (UDIT) to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Val-Ed Joint Venture, L.L.P. ("CLEC"). 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 under the terms and conditions contained herein.

AGREEMENT

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

1. Amendment Terms

This Amendment is made in order to add the terms, conditions and rates for Unbundled Dedicated Interoffice Transport (UDIT) as set forth in Attachment 1 and Exhibits A and B attached hereto and incorporated herein by 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.

2. 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.

3. Amendments; Waivers

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.

4. 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.

5. Entire Agreement

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

Val-Ed Joint Venture



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

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to CLEC's Wire Center or an IXC's Point of Presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. Qwest shall allow CLEC to access UDIT that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to UDIT with connecting Local Exchange Carrier at the determined Meet Point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0 through OC-192 bandwidths and such higher capacities as evolve over time where facilities are available. EUDIT and UDIT in bandwidths up to OC-48 are defined products. Higher bandwidths can be ordered using the Special Request Process. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 An unbundled multiplexer is offered as an optional stand-alone element associated with UDIT. A 3/1 multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a Demarcation Point and 28 DS1 signals terminated at a Demarcation Point. A 1/0 multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 multiplexer provides a DS1 signal terminated at a Demarcation Point and 24 DS0 signals terminated at a Demarcation Point. SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.

9.6.1.3 In conjunction with an E-UDIT, CLEC may order Remote Node/Remote Port at the CLEC Wire Center or IXC POP, if the Remote Node is already installed and spare card capacity exists. Remote Node provides the equipment necessary to deliver bandwidth capacities of OC3, OC12, OC48 and OC192 (SRP). At least one (1) Remote Port (card) must be ordered with Remote Node to deliver the specified payload. A Remote Node at OC3 can deliver three (3) DS3s or 84 DS1s; at OC12 a payload of four (4) 4 OC3 or 12 DS3 or 336 DS1; at OC48 a payload of four (4) OC12s or sixteen (16) OC3s or forty-eight (48) DS3s.

9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Qwest will perform requested and

necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of CLEC when CLEC orders a continuous Dedicated Transport element from one point to another.

9.6.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) and regeneration requirements with its initial installation for the 3/1 multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered. When Loops are ordered in combination with multiplexing, Qwest will provision Loops directly terminated to the multiplexer.

9.6.2.3 Channel regeneration charges shall not apply if Qwest fails to make available to CLEC: (a) a requested, available location at which regeneration would not be necessary or; (b) Collocation space that would have been available and sufficient but for its reservation for the future use of Qwest.

9.6.2.4 CLEC shall not use EUDIT as a substitute for special or Switched Access Services, except to the extent CLEC provides such services to its End User Customers in association with Local Exchange Services. Pending resolution by the FCC, Qwest will not apply the local use restrictions contained in 9.23.3.7.2.

9.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to CLEC's Serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

9.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment. Where spare electronics not reserved for LIS trunking do not exist at a location to which Qwest has deployed facilities of the same type as are necessary to provision CLEC's unbundled dedicated transport request, Qwest will construct additional facilities of the same type as currently exist at the location sufficient to provision CLEC's request.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and

terminating offices.

c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC Point of Presence. This is a non-distance sensitive rate element.

d) DS1 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

e) DS1 EUDIT Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) DS3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS0 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.
- c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.
- d) OC-3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.
- e) OC-3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

9.6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
- b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.
- c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.
- d) OC-12 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.
- e) OC-12 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

9.6.3.5.1 OC-48 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

- a) OC-48 Transport Termination (Fixed) Rate Element. This

recurring rate element provides a 2.488 Gbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-48 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-48 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-48 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between a Qwest Serving Wire Center and CLEC's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) OC-48 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-48 service.

e) OC-48 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-48 EUDIT Facility.

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 3/1 multiplexing rates are contained in Exhibit A of this Amendment, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.

9.6.3.8 1/0 multiplexing rates are contained in Exhibit A of this Amendment, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.

c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a nonrecurring charge for each individual channelization Provisioning.

9.6.3.9 Rearrangement rates are contained in Exhibit A of this Amendment.

9.6.3.10 Remote Node/Remote Port rates are contained in Exhibit A of this Amendment and include the following charges:

a) Recurring Remote Node Charge. The Remote Node at OC3, OC12 or

OC48.

b) Recurring Remote Port Charge. A recurring charge for Remote Port card at DS1, DS3, OC3, OC12.

c) Nonrecurring Remote Port. One-time charges for installation of Remote Port card at DS1, DS3, OC3, OC12.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in the Support Functions Section of the Agreement.

9.6.4.1.2 Reserved for Future Use.

9.6.4.1.3 The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit B, Section 2.0.

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

- a) Service date changes;
- b) Partial cancellation;
- c) Design change; and
- d) Expedited order.

9.6.4.1.5 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply except when:

- a) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer; or
- b) The original Due Date has been scheduled later than the expiration of the standard interval set forth in Exhibit B and CLEC cancels its order no later than ten (10) days before such original Due Date.

9.6.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of the Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC Demarcation Point and will notify CLEC when the work

activity is complete.

9.6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the Demarcation Point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

9.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

9.6.4.5 Qwest will perform industry standard tests, set forth in Technical Publication 77389, when installing UDIT service.

9.6.4.6 Reserved for Future Use.

9.6.5 Maintenance and Repair

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

9.6.6 Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on CLEC's Demarcation Point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit B. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

**Exhibit A
North Dakota***

Amendment	Recurring Fixed	Recurring Per Mile	Nonrecurring	
9.6 Unbundled Dedicated Interoffice Transport (UDIT)				
9.6.1 DS0 UDIT			\$320.69	1
DS0 0 to 8 Miles	\$28.20	\$0.39		1
DS0 Over 8 to 25 Miles	\$28.61	\$0.21		1
DS0 Over 25 to 50 Miles	\$28.66	\$0.17		1
DS0 Over 50 Miles	\$28.38	\$0.06		1
9.6.2 DS1 UDIT			\$367.52	1
DS1 0 to 8 Miles	\$42.03	\$3.84		1
DS1 Over 8 to 25 Miles	\$42.99	\$3.86		1
DS1 Over 25 to 50 Miles	\$45.14	\$2.14		1
DS1 Over 50 Miles	\$43.58	\$0.93		1
9.6.3 DS3 UDIT			\$367.52	1
DS3 0 to 8 Miles	\$275.29	\$64.92		1
DS3 Over 8 to 25 Miles	\$279.23	\$21.28		1
DS3 Over 25 to 50 Miles	\$258.29	\$25.57		1
DS3 Over 50 Miles	\$271.86	\$17.62		1
9.6.4 OC-3 UDIT			\$367.52	1
OC-3 0 to 8 Miles	\$887.62	\$228.43		1
OC-3 Over 8 to 25 Miles	\$893.94	\$76.13		1
OC-3 Over 25 to 50 Miles	\$859.18	\$94.80		1
OC-3 Over 50 Miles	\$881.23	\$65.82		1
9.6.5 OC-12 UDIT			\$367.52	1
OC-12 0 to 8 Miles	\$2,476.04	\$97.41		1
OC-12 Over 8 to 25 Miles	\$2,476.04	\$105.36		1
OC-12 Over 25 to 50 Miles	\$2,476.04	\$111.33		1
OC-12 Over 50 Miles	\$2,476.04	\$131.93		1
9.6.6 OC-48 UDIT			\$367.52	1
OC-48 0 to 8 Miles	\$8,166.93	\$324.68		1
OC-48 Over 8 to 25 Miles	\$8,166.93	\$352.08		1
OC-48 Over 25 to 50 Miles	\$8,166.93	\$401.71		1
OC-48 Over 50 Miles	\$8,166.93	\$509.75		1
		Recurring	Nonrecurring	
9.6.7 DS0 UDIT Low Side Channelization		\$14.67		1
9.6.8 Multiplexing				
DS3 to DS1		\$225.18	\$2,675.76	* &1
DS1 to DS0, High Side		\$273.66	\$285.00	1
DS1 to DS0, Low Side		\$8.37	\$249.76	1
9.6.9 Extended Unbundled Dedicated Interoffice Transport		See UDIT Section		
9.6.10 UDIT Rearrangement				
DS0 Single Office			\$183.55	1
DS0 Dual Office			\$248.25	1
UDIT HICAP Rearrangement Dual Office			\$277.03	1
UDIT HICAP Rearrangement Single Office			\$248.25	1
9.6.11 Remote Node/Remote Port				
OC-3 UDIT Remote Node		\$643.32		1
DS1 Remote Port		\$5.27	\$222.92	1
DS3 Remote Port		\$72.04	\$222.92	1
OC-12 UDIT Remote Node		\$1,261.70		1
DS1 Remote Port		\$16.15	\$222.92	1
DS3 Remote Port		\$59.68	\$222.92	1
OC-3 Remote Port		\$159.73	\$222.92	1
OC-48 UDIT Remote Node		\$3,959.14		1
DS3 Remote Port		\$46.85	\$222.92	1
OC-3 Remote Port		\$180.33	\$222.92	1
OC-12 Remote Port		\$710.81	\$222.92	1

NOTES:

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

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

**EXHIBIT B
SERVICE INTERVAL TABLES**

2.0 Unbundled Dedicated Interoffice Transport (UDIT) Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UDIT, EUDIT, UCCRE			
DS0	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	25 or more	ICB	ICB
DS1	1 to 8	Zone 1: Five (5) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Ten (10) business days	Four (4) hrs Zone1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
DS3	1 to 3 Circuits	Zone 1: Seven (7) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	4 or more Circuits	ICB	Four (4) hrs
OC3 and Higher	1 or more Circuits	ICB	Four (4) hrs

* 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).