

DIVIDER

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

PU-2240-00-78

**CommNet Cellular Inc./SRT Communications, Inc.
Interconnection Agreement**

Application

00

Filed 2/23/2000

Closed 5/11/2000

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Tuesday, September 19, 2000 4:31 PM
To: Scott, Sandi L.
Subject: Money Received.....

Case No. PU-2240-00-78 - Verizon Wireless - \$64.13

Case No. PU-2281-00-219 - Metromedia Fiber Network Services Inc - \$54.00

15 **PU-2240-00-78**

Pages: 0

\$64.13 received

by Verizon Wireless
09/19/2000

CC: Comm Legal PUD (3)

Scott, Sandi L.
From: Bauske, Shelly A.
Sent: Monday, July 10, 2000 1:37 PM
To: Scott, Sandi L.
Subject: Money Received.....

Case No. PU-2249-00-116 - \$163.20 from Maxcess, Inc.

Case No. PU-2239-00-77 - \$128.27 from SRT

Case No. PU-2240-00-78 - \$64.14 from SRT

Case No. PU-2207-00-85 - \$64.14 from U S WEST

Case No. PU-2248-00-105 - \$64.13 from U S WEST



Public Service Commission
State of North Dakota

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

COMMISSIONERS

Bruce Hagen
President
Susan E. Wefald
Leo M. Reinbold

June 20, 2000

Executive Secretary
Jon H. Mielke

Mr. Warren Hight
SRT Communications
PO Box 2027
Minot ND 58702-2027

Valerie L. Kendrick
CommNet Cellular Inc.
8350 E Crescent Pkwy Ste 400
Englewood CO 80111

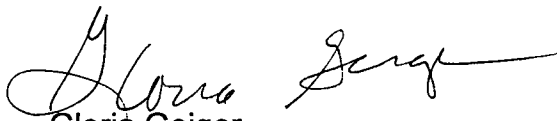
RE: Case No. PU-2240-00-78
CommNet Cellular, Inc./SRT Communications, Inc.
Interconnection Agreement
Application

Enclosed is a copy of the statement approved at the June 20, 2000 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2240-00-78.

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
Administrative Assistant
701-328-2401

Enc.

13 **PU-2240-00-78**

Pages: 2

06/20/2000

Public Service Commission

Motion and statement for costs incurred

CC: Comm Legal PUD (3)

APPROVED
DATE: 6-20-00
Cern

MOTION

June 20, 2000

CommNet Cellular, Inc./SRT
Communications, Inc.
Interconnection Agreement
Application

PU-2240-00-78

I move the Commission bill CommNet Cellular, Inc./SRT Communications, Inc., in the total amount of \$128.27 for costs incurred to date in Case No. PU-2240-00-78, CommNet Cellular, Inc./SRT Communications, Inc., Interconnection Agreement, Application.

ND Advertising Service, Inc.	\$128.27
SRT Communications	\$64.14
CommNet Cellular	\$64.13

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

CommNet Cellular, Inc./SRT Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2240-00-78

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **11th day of May, 2000**, 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:

Warren Hight
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027
Cert. No. Z324 719 766

Valerie L Kendrick
CommNet Cellular Inc
8350 E Crescent Pkwy Ste 400
Englewood CO 80111
Cert. No. Z325 719 768

Sharon Helbling further deposes and says that on the **11th day of May, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **one** envelope by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

Steven D Lysne
SRT Wireless
P O Box 2027
Minot ND 58702-2027

12 **PU-2240-00-78**

Pages: 2

05/11/2000

Public Service Commission


Affidavit of Service by Certified and Ordinary
Mail


CC: Comm Legal PUD (3)

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

Subscribed and sworn to before me
this **11th day of May, 2000**.

SEAL





Notary Public

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

MOTION

APPROVED:

DATE: 5-10-00
KMF

May 10, 2000

**CommNet Cellular, Inc./SRT Communications,
Inc.
Interconnection Agreement
Application**

Case No. PU-2240-00-78

I move the Commission adopt the Order Approving Interconnection Agreement in the application of SRT Communications, Inc. for approval of a wireless interconnection agreement negotiated with CommNet Cellular, Inc., Case No. PU-2240-00-78:

JRL/sdh

000078-5.doc

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**CommNet Cellular, Inc./SRT Communications,
Inc.
Interconnection Agreement
Application**

Case No. PU-2240-00-78

ORDER APPROVING INTERCONNECTION AGREEMENT

May 10, 2000

On February 23, 2000, SRT Communications, Inc. (SRT) filed an application for approval of a Wireless Interconnection Agreement negotiated with CommNet Cellular, Inc. The agreement includes terms, conditions, and prices for wireless network interconnection and exchange of local traffic.

This agreement was 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.

On March 15, 2000, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive written comments on the agreement until April 17, 2000. No comments have been received.

The Commission has reviewed the agreement and finds that it has not been shown to discriminate against a telecommunications carrier that was not a party to the agreement. The Commission further finds that implementation of the agreement has not been shown to be inconsistent with the public interest, convenience and necessity.

Order

The Commission orders:

1. The Wireless Interconnection Agreement negotiated between SRT Communications, Inc. and CommNet Cellular, Inc. filed with the Commission on February 23, 2000, is APPROVED.
2. The Commission retains continuing jurisdiction over the agreement at all times.
3. Notice of any changes to the agreement must be filed promptly with the Commission.
4. The agreement must not be assigned, assumed or otherwise transferred without the approval of the Commission.
5. Each party to the agreement shall respond reasonably and in good faith to the other party's requests to implement the agreement.

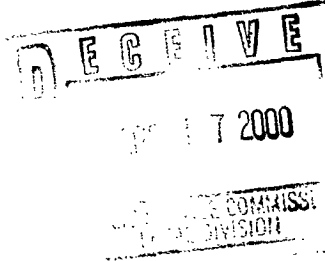
PUBLIC SERVICE COMMISSION



Susan E. Wefald Bruce Hagen Leo M. Reinbold
Commissioner President Commissioner

Affidavit of Publication

State of North Dakota)
County of Burleigh)



Laurie Thiel, being duly sworn, state as follows:

- 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.
- The newspapers listed on the exhibits published the advertisement of:
SRT / comnet / Pathnet, 1 time(s)
as required by law or ordinance.
- All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Signed: Laurie Thiel

Subscribed and sworn to before me this 3rd day of April, A.D. 2000

Laurie Schaffer



7 **PU-2248-00-105** Pages: 11
04/17/2000
North Dakota Advertising Service, Inc.
Affidavit of Publication

CC: Comm Legal PUD (3)

✓ 9 **PU-2240-00-78** Pages: 11
04/17/2000
North Dakota Advertising Service, Inc.
Affidavit of Publication

CC: Comm Legal PUD (3)

8 **PU-2207-00-85** Pages: 11
04/17/2000
North Dakota Advertising Service, Inc.
Affidavit of Publication

8 **PU-2239-00-77** Pages: 11
04/17/2000
North Dakota Advertising Service, Inc.
Affidavit of Publication

CC: Comm Legal PUD (3)

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

North Dakota Network Co./SRT Communications, Inc. Case No. PU-2239-00-77
Interconnection Agreement
Application

CommNet Cellular, Inc./SRT Communications, Inc. Case No. PU-2240-00-78
Interconnection Agreement
Application

Pathnet, Inc./U S WEST Communications, Inc. Case No. PU-2207-00-85
Amended Interconnection Agreement
Application

Essential.com, Inc./U S WEST Communications, Inc. Case No. PU-2248-00-105
Interconnection Agreement
Application

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 **17th day of March, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **six** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

Warren Hight
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027
Cert. No. P443 354 763

Valerie L Kendrick
CommNet Celullar Inc
8350 E Crescent Pkwy Ste 400
Englewood CO 80111
Cert. No. P443 354 766

8 **PU-2240-00-78** Pages: 2
03/17/2000
Public Service Commission
Affidavit of Service by Certified Mail and
Ordinary Mail
CC: Comm Legal PUD (3)

Michael Lubin
Pathnet Inc
1015 31st St NW Ste 500
Washington D C 20007
Cert. No. P443 354 767

J Alfred Baird VP
Pathnet Inc
1015 31st St NW Ste 500
Washington D C 20007
Cert. No. P443 354 768

John Duffy Peter Mills
Essential.com Inc
3 Burlington Woods Dr 4th Fl
Burlington MA 01803
Cert. No. P443 354 771

John Munn
U S West Communications
1801 California St Rm 5100
Denver CO 80202
Cert. No. P443 354 772

Sharon Helbling further deposes and says that on the **17th day of March, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **four** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

Scott Macintosh
U S WEST
P O Box 5508
Bismarck ND 58502-5508

Steven D Lysne
SRT Wireless
P O Box 2027
Minot ND 58702-2027

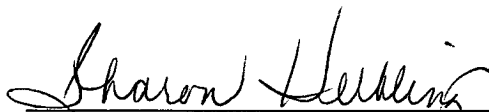
Dir-Interconnection Compliance
U S WEST
1801 California St Rm 2410
Denver CO 80202


U S WEST Law Dept
General Counsel-Interconnection
1801 California St 51st Fl
Denver CO 80202

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

Subscribed and sworn to before me
this **17th day of March, 2000**.

SEAL





Notary Public

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

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

North Dakota Network Co./SRT Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2239-00-77

CommNet Cellular, Inc./SRT Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2240-00-78

Pathnet, Inc./U S WEST Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2207-00-85

Essential.com, Inc./U S WEST Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2248-00-105

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 **17th day of March, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, each containing a photocopy of:

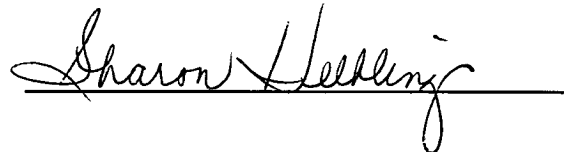
Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

See Attached List

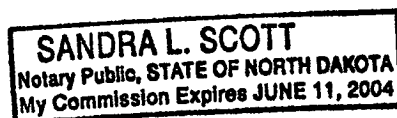
Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **17th day of March, 2000**.





Notary Public



SEAL

7 PU-2240-00-78 Pages: 13
03/17/2000
Public Service Commission
Affidavit of Service by Ordinary Mail or E-Mail

CC: Comm Legal PUD (3)

PU-2240-00-78

Copies To:

State Library (8 copies)

Historical Society

Associated Press

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St Louis Park MN 55426

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Lenora Hall
U S Geological Survey

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Keith Anderson
Valley Communications Inc
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West River Telecomm Coop
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Hazen ND 58545-0467

Neil Talbot
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New York NY 10013

Myer Shark
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Palm Springs CA 92264

Ann Faught
Absaraka Co-op Tele Co
Absaraka ND 58002

ACN Communications Services Inc
32991 Hamilton Ct
Farmington Hills MI 48334

Mark Waind
Altru Health System
1200 South Columbia Rd
Grand Forks ND 58201

John Summers
AmeriTel Pay Phones Inc
180 Northwest Oldham Pkwy
Lee's Summit MO 64081

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

Leeann Brunnette
AT&T
321 E Walnut St
Des Moines IA 50309

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

Dorothy Jones
Bell Atlantic Communications Inc
1320 N Courthouse Rd 9th Fl
Arlington VA 22201

Bethany Management Services Inc
201 South University Dr
Fargo ND 58103

Jennifer Whitley
Business Discount Plan Inc
3780 Kilroy Arpt wy
Long Beach CA 90806

Rachel Rothstein
Cable & wireless Comm Inc
8219 Leesburg Pike
Vienna VA 22182

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

Choctaw Communications Inc
8400 S Gessner
Houston TX 77074

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

Comcast Telecommunications
1500 Market St
Philadelphia PA 19102

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

Murray Barr
Competitive Strategies Group Inc
70 East Lake St 7th Fl
Chicago IL 80112

Elaine McHale
Concert Communications Sales LLC
295 N Maple Ave Rm 5463A2
Basking Ridge NJ 07920

D D D Calling Inc
5120 Woodway Ste 8020
Houston TX 77056

Robert Hill
Dakota Central Telecom I
PO Box 299
Carrington ND 58421-0299

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

Easton Telecom Services Inc
4646 W Streetsboro
Richfield OH 44286

Excel Communications Inc
P O Box 650582
Dallas TX 75265

Framco Inc
P O Box 388
Fargo ND 58107

Craig Brewerton
Geo Economics
PO Box 4272
Missoula MT 59806-4272

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

GTE Communications Corp
5221 N O'Connor Blvd
Irving TX 75039

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

Robert Hill
Dakota Central Tele Coop
PO Box 299
Carrington ND 58421-0299

Darcy Delaney
DavelTel Inc
10120 Windhorst Rd
Tampa FL 33619

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

Eclipse Communications Corp
2001 NW Sammamish Rd #100
Issaquah WA 98027

Brad Van Leur
FirstTel Inc
2900 West 11th St
Sioux Falls SD 57104

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

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

Group Long Distance Inc
6600 N Andrews Ave Ste 140
Ft Lauderdale FL 33309

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

Innovative Telecom Corp
1740 Massachusetts Ave
Boxborough MA 01719-2209

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

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

LCI International Telecom Corp
4650 Lakehurst Ct
Dublin OH 43017

LDM Systems Inc
430 Park Ave 5th Fl
New York NY 10022

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

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

Randy Valoue
Long Distance International Inc
4150 SW 28th Way
Ft Lauderdale FL 33312

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

MCImetro Access Transmission Services
1801 Pennsylvania Ave NW
Washington DC 20006

McLeodUSA
P O Box 3177
Cedar Rapids IA 52406-3177

Carolyn Fodor
MIDCOM Communications Inc
26913 Northwestern Hwy #165
Southfield MI 48034

Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

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

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

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

Minnesota Independent Equal Access
Corp
10300 6th Avenue N
Plymouth MN 55441

Mike Strand
MITS
PO Box 5237
Helena MT 59604-5237

MVX Communications LLC
100 Rowland Way Ste 145
Novato CA 94945

Dave Crothers
NDATC
Box 1144
Mandan ND 58554-1144

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

Sharon Meinhart
NetLogix Telecom Inc
501 Bath St
Santa Barbara CA 93101

Net-tel Corporation
1023 31st St NW
Washington DC 20007

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

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

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

Patrick Delaney
Overlook Communications International
3125 North Meadow Pkwy #S110
Roswell GA 30076

Pamcomm
P O Box 5200
Sioux Falls SD 57117-5200

Bryan Engle
Parcel Consultants Inc
150 Commerce Rd
Cedar Grove NJ 07009

David Bryson
Phoenix Network Inc
555 17th St
Denver CO 80202

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

Jan Seby
Pringle and Herigstad P C
PO Box 1000
Minot ND 58702-1000

Quintelco Inc
1 Blue Hill Plaza
Pearl River NY 10965

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

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

RCN Long Distance Company
105 Carnegie Ctr
Princeton NJ 08540

Gene Sloan
Reservation Telephone Cooperative
Parshall ND 58770

Skyland Technologies Inc
P O Box 5237
Helena MT 59604-5237

Lisa Dabkowski
SNET America Inc
6 Devine St 1st Fl
North Haven CT 06743

Andrew Jones
Sprint
8140 Ward Pkwy Flr 5E
Kansas City MO 64114

Randy Burckhard
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

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

Regulatory Analyst
Technologies Management Inc
PO Drawer 200
Winter Park FL 32790-0200

Jack Medaris
Telco Partners Inc
484 Norristown Rd Ste 123
Blue Bell PA 19422

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

Thomas K Crowe
Thomas K Crowe Pres
Law Offices of Thomas K Crowe PC
2300 M St NW Ste 800
Washington DC 20037
Kenneth Carlson
Turtle Mountain Communications
PO Box 729
Langdon ND 58249-0729

Tim Kunkelman
U S WEST Communications Inc
1801 California St Rm 4630
Denver CO 80202

Sam Billingsley
United States Advanced Network Inc
3000 Northwoods Pkwy Ste 140
Norcross GA 30071

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

USBG Inc
5601 W 120th St
Alsip IL 60658

Target Telecom Inc
1515 S Federal Hwy Ste 400
Boca Raton FL 33432-7451

Thomas Cirrito
Telco Communications
1100 Wilson Blvd Ste 1425
Arlington VA 22209-2297

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

Liz Petroni
Teltrust Comm Services Inc
6322 S 3000 East
Salt Lake City UT 84121

T-Netix Inc
67 Inverness Drive E
Englewood CO 80112

Judy Peppler
U S WEST Communications Inc
PO Box 5508
Bismarck ND 58502-5508

Dick Boyer
U S West Interprise America Inc
1999 Bdwy Rm 700
Denver CO 80202

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

Telecomm Dept
University of North Dakota
Box 8193
Grand Forks ND 58202-7141

Thomas Bandenburg
USN Communications Long Dist Inc
10 S Riverside Plaza Ste 401
Chicago IL 60606

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

Robert Barfield
West River Communications Inc
PO Box 467
Hazen ND 58545-0467

Robert Barfield
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

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

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

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

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Thursday, March 16, 2000 3:10 PM
To: 'ndna'
Subject: Attached Notices

Please have the attached Notices published as legal publications in the next issue of the ten North Dakota daily newspapers. In addition to publishing it, would you also run it as a news item only article.

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 328-4076.

Thank you.

Sharon Helbling

29.doc

1.doc

1.doc

6 **PU-2240-00-78** Pages: 1

03/16/2000

Public Service Commission

Notice e-mailed to NDNA requesting
publication

CC: Comm Legal PUD (3)

1

MOTION

March 15, 2000

**North Dakota Network Co./SRT Communications,
Inc.
Interconnection Agreement
Application**

Case No. PU-2239-00-77

**CommNet Cellular, Inc./SRT Communications,
Inc.
Interconnection Agreement
Application**

Case No. PU-2240-00-78

**Pathnet, Inc./U S WEST Communications, Inc.
Amended Interconnection Agreement
Application**

Case No. PU-2207-00-85

**Essential.com/U S WEST Communications, Inc.
Interconnection Agreement
Application**

Case No. PU-2248-00-105

I move the Commission issue a Notice of Opportunity to File Written Comments in the above Interconnection Agreement Applications, Case Nos. PU-2239-00-77, PU-2240-00-78, PU-2207-00-85, and PU-2248-00-105.

JRL/sdh

000078-2.doc

forth the terms, conditions and prices under which U S WEST agrees to provide services for resale.

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.

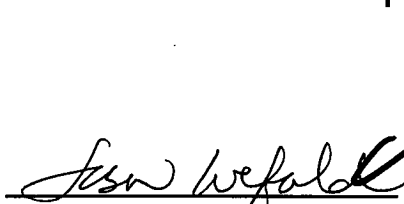
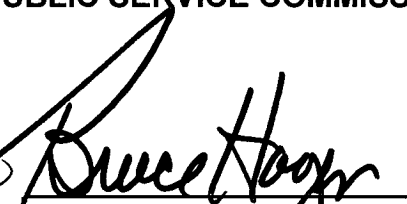

In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253.

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 Interconnection Agreements until April 17, 2000.

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, at least 24 hours prior.

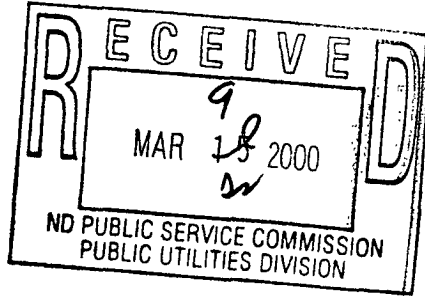
PUBLIC SERVICE COMMISSION

		
Susan E. Wefald Commissioner	Bruce Hager President	Leo M. Reinbold Commissioner



AirTouch Communications, Inc.
3350 161st Avenue S.E.
Bellevue, WA 98008
Telephone: 425 603 7887
Facsimile: 425 603 7659

Patrick Anderson
Sr. Paralegal
(425) 603-7066



March 9, 2000

Mr. Johan Mielke
Executive Secretary
Public Services Commission
State Capitol
Bismarck, ND 58505-0480

Re: PU-2240-0078

Dear Mr. Mielke,

In regard to the above referenced proceeding, please be advised that, after having been acquired in a transaction that closed earlier this year, Commnet Cellular Inc. is a wholly owned subsidiary of Vodafone AirTouch Plc. Enclosed is a copy of a press release that was issued at the time of closing.

Please feel free to contact me if you need any additional information.

Sincerely,

PATRICK ANDERSON

encl.

cc w/o encl.: Gene Harden, AirTouch, Bellevue.

3 PU-2240-00-78 Pages: 2
03/09/2000
CommNet Cellular, Inc. / SRT Communications,
Letter re acquisition & copy of press release

CC: Comm Legal PUD (3)



For Release - JANUARY 06, 2000

Contact -

Lisa Bowersock (425) 603-7427

**VODAFONE AIRTOUCH COMPLETES ACQUISITION OF COMMNET CELLULAR
Further Expanding U.S. Footprint In 9 Western States**

San Francisco -- Vodafone AirTouch Plc (NYSE and LSE: VOD) announced today that it has completed its acquisition of CommNet Cellular Inc. (NASDAQ:CELS) through a merger between one of Vodafone AirTouch's subsidiaries and CommNet. Pursuant to the merger agreement, CommNet shareholders will receive \$32.2077 per share in cash, representing \$31.00 per share plus 8 percent annual interest from the signing of the agreement on July 18, 1999 until today's closing.

CommNet offers service in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming and parts of Idaho, Iowa and New Mexico. It also owns minority operations in three other states. The purchase fills in gaps in AirTouch's coverage area which until now have been served through costly roaming agreements.

With the acquisition, Vodafone AirTouch will add 3.6 million proportionate POPs and more than 360,000 proportionate customers to its U.S. wireless base.

AirTouch serves 9 million U.S. cellular and PCS customers on a proportionate basis. Its ventures operate in 25 states and 22 of the top 30 U.S. markets, including Atlanta, Chicago, Dallas, Detroit, Houston, Los Angeles, Miami, Phoenix, San Diego, San Francisco and Seattle. AirTouch is part of Vodafone AirTouch Plc, the world's largest wireless communications firm, based in the United Kingdom. It has mobile operations in 24 countries on five continents, with more than 35.5 million proportionate cellular customers.



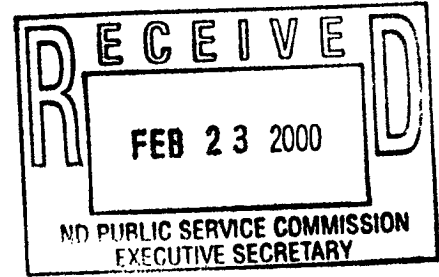
Headquarters:
3615 North Broadway
PO Box 2027
Minot, ND 58702-2027
701-858-1200

Business Center:
24 - 2nd Ave. SE
PO Box 2027
Minot, ND 58702-2027
701-858-1200

SRT Connections:
1400 20th Ave. SW
Suite 3
PO Box 2027
Minot, ND 58702-2027
701-852-1100

February 22, 2000

Jon Mielke
ND Public Service Commission
State Capitol
600 East Boulevard Ave
Bismarck, ND 58505



Dear Jon:

Enclosed for your information and filing is a copy of a Wireless Interconnection Agreement between CommNet Cellular and SRT Communications, Inc. The two parties to this Agreement have entered into the Agreement through voluntary negotiations without resort to mediation or arbitration.

Also enclosed is a copy of a Wireless Interconnection Agreement between SRT's subsidiary company SRT Wireless and SRT Communications, Inc.

Please give me a call if you have any questions about either of these agreements.

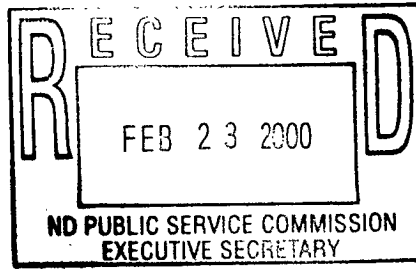
Sincerely,

Warren L. Hight
General Manager/CEO

krw
Enclosures
t:mielke

2 PU-2240-00-78 Pages: 1
02/23/2000
CommNet Cellular, Inc. / SRT Communications,
Cover letter re application

CC: Comm Legal PUD (3)



RECEIVED
FEB 1 2000
SRT

**WIRELESS INTERCONNECTION
AGREEMENT**

BETWEEN

SRT COMMUNICATIONS INC.

AND

COMMNET CELLULAR, INC.

1

PU-2240-00-78

02/23/2000

CommNet Cellular, Inc. / SRT Communications,
Interconnection Agreement application

Pages: 25

1

CC: Comm Legal PUD (3)

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 - 13. Regulatory Approval**
 - 14. Pending Judicial Appeals and Regulatory Reconsideration**
 - 15. Miscellaneous**
 - 16. Attachments:**
 - A. SRT Communications Inc. - NXX and CLLI Designations**
 - B. CommNet Cellular, Inc. - NXX and CLLI Designations**
 - C. Reserved For Future Use**

I. Article I

1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 1st day of February, 2000 (the "Effective Date"), by and between SRT Communications Inc. ("SRT") with offices at P.O. Box 2027, 3615 North Broadway, Minot, North Dakota 58702-2027 and CommNet Cellular, Inc. ("CommNet") with offices at 8350 East Crescent Parkway, Suite 400, Englewood, CO 80111.

2. RECITALS

WHEREAS, SRT is a Local Exchange Carrier in the State of North Dakota;

WHEREAS, CommNet is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the state of North Dakota;

WHEREAS, SRT and CommNet exchange calls between their networks and wish to establish Interconnection and Compensation arrangements for these calls;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SRT and CommNet hereby agree as follows:

II. Article II

1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "As Defined in the Act", means as specifically defined by the Act.

1.3 "As Described in the Act" means as described in or required by the Act.

1.4 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent. 47 U.S.C. §153(1).

1.5 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.

(b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a host office. Local switching capabilities may be resident in a remote end office switch.

(c) "Host Office Switch" is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.

(d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an interexchange carrier. A tandem office switch can provide host office or end office switching functions as well as the tandem functions.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.6 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in 47 CFR part 20.

1.7 "Commission" means the Public Service Commission of North Dakota.

1.8 "Effective Date" means the date first above written.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Interconnection" for purposes of this Agreement is the linking of SRT and CommNet networks for the exchange of telecommunications traffic described in this Agreement.

1.11 "Interexchange Carrier" or "IXC" means a carrier that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

1.12 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area. 47 U.S.C. §153(21).

1.13 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.14 "Local Access and Transport Area" or "LATA" means a contiguous geographic area:

(A) established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or

(B) established or modified by a Bell operating company after February 8, 1996, and approved by the Commission. 47 U.S.C. §153(25)

1.15 "Local Traffic" is defined for all purposes under this Agreement as telecommunications traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA), and (c) may be handled pursuant to an agreement between the originating Party and a carrier which performs only a transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the customer of CommNet is a two-way CMRS customer and receives mobile service on a wireless, mobile basis as described in 47 U.S.C. §153(27). For purposes of determining originating and terminating points of a call on the CommNet network under this agreement, the originating or terminating cell site locations will be used as the point of call origination and termination, respectively.

1.16 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c) of the Act, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term. 47 U.S.C. §153(26).

1.17 "Major Trading Area" or "MTA" means the Major Trading Area #12 Minneapolis-St. Paul as designated by the FCC.

1.18 "Mobile service" means a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes (A) both one-way and two-way radio communication services, (B) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations (whether licensed on an individual, cooperative, or multiple basis) for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and (C) any service for which a license is required in a personal communications service established pursuant to the FCC proceeding entitled "Amendment to the Commission's Rules to Establish New Personal Communications Services" (GEN Docket No. 90-314; ET Docket No. 92-100), or any successor proceeding. 47 U.S.C. §153(27)

1.19 "Mobile station" means a radio-communication station capable of being moved and which ordinarily does move. 47 U.S.C. §153(28)

1.20 "Non-Local Traffic" - All traffic which is not Local Traffic as defined in Section 1.15 hereof is Non-Local Traffic and will not be subject to Reciprocal Compensation.

1.21 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX.).

1.22 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

1.23 "Party" means either SRT or CommNet, and "Parties" means SRT and CommNet.

1.24 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic, as defined in Section 1.15 above, that originates on the network facilities of the other carrier. Compensation, regardless of the Party that receives it, is based on SRT's cost of transport and termination.

1.25 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. 47 U.S.C. §153(43)

1.26 "Telecommunications Act" means the Communications Act of 1934, as amended.

1.27 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)). A telecommunications carrier shall

be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. §153(44)

1.28 "Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises. 47 CFR 51.701(d)

1.29 "Transiting Traffic" is traffic that originates from one provider's network, "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.

1.30 "Transport" means the transmission and any necessary tandem switching of Local Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC. 47 CFR 51.701(c)

1.31 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves connection to a telephone company end office similar to that provided to a private branch exchange (PBX). A type 1 Service is offered in connection with the provision of telephone numbers hosted by a SRT switch.

1.32 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

This Agreement relates to exchange of traffic between SRT and CommNet. SRT's NXXs are listed in Attachment A hereto. CommNet represents that it is a CMRS provider of communications services to subscribers in MTA No. 12, Minneapolis-St. Paul. CommNet's NXXs are listed in Attachment B hereto.

This Agreement is limited to traffic of SRT end user customers for which SRT has tariff authority to carry. This Agreement is limited to traffic of CommNet end user customers to which CommNet provides service on a two-way wireless, mobile basis. This Agreement covers only traffic of CommNet end user customers that are utilizing a mobile station, as defined in the Communication Act of 1934. This Agreement does not cover traffic of CommNet end user customers that are utilizing customer premise equipment for communications over a wireless local loop or quasi-fixed wireless service, even though the customer premise equipment might be transportable in a quasi-mobile application. This Agreement does not cover traffic of CommNet on a one way mobile basis, sometimes called paging service.

Nothing in this Agreement shall be construed as a waiver by either party to institute proceedings before the Commission to compel the establishment of interconnection arrangements between CommNet and SRT for wireless local loop service or quasi-fixed wireless services. If CommNet desires to establish interconnection arrangements with SRT for wireless local loop or quasi-fixed wireless, or paging service, SRT will engage in bona fide negotiations with CommNet to establish interconnection and compensation arrangements for such traffic. In the event said negotiations do not result in mutually satisfactory interconnection and compensation arrangements within a reasonable amount of time, either party may institute proceedings before the Commission pursuant to section 49-21-09 of the North Dakota Century Code.

The Parties also agree to exchange traffic associated with Third-Party local providers if an agreement has been made between the originating carrier and both the transiting company and the terminating company.

4.0 SERVICE AGREEMENT

Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of SRT and CommNet. Additional arrangements that may be agreed to in the future will be delineated in Attachment C to this agreement. Type 2 interconnection and arrangements are based on the existing rate center designation for CommNet's NPA/NXX, as listed in the Routing Database System's Destination Code Records. CommNet shall notify SRT, in writing, of any change to the rate center designation for NPA/NXX of 701/240, 450, 340 or any additional NPA/NXX designations sixty days in advance of making such change.

4.1 Type 2-B Interconnection at Minot: A two-way trunk group is provisioned between SRT Minot Host Office (MNOTNDXADS0) and CommNet's network in Bismarck. This trunk group is provisioned in connection with CommNet's NPA/NXX of 701/240, 450, 340 designated as being located at the Minot exchange. Applicable tariff charges for establishing and provisioning these trunk groups are billed by SRT to CommNet.

A. Landline to Wireless Related to 701/240, 450, 340:

1. Calls from SRT's customers in Minot (420, 837, 838, 839, 852, 857, and 858) to CommNet customers with NPA/NXX of 701/240, 450, 340 are routed over the two-way trunk from Minot host to the CommNet's network in Bismarck.
2. Calls from SRT's customers served by SRT's remotes offices hosted by SRT's Minot host, that have two-way non-optional EAS with Minot (see Attachment A), to CommNet's customers with NPA/NXX of 701/240, 450, 340 are routed to the Minot Host and delivered to CommNet's network over the two-way trunk group.
3. Routing of all other landline to wireless calls involving 701/240, 450, 340 will be in accordance to Bellcore Traffic Routing Administration instructions.

B. Wireless to Landline Related to 701/240, 450, 340:

1. Calls from CommNet 701/240, 450, 340 customers to SRT customers at Minot (420, 837, 838, 839, 852, 857, and 858) are routed from CommNet's network via the two-way trunk group to Minot host and terminated by SRT, as appropriate.
2. Calls from CommNet 701/240, 450, 340 customers to SRT's customers served by SRT's remotes hosted by SRT's Minot host, that have two-way non-optional EAS with Minot (see Attachment A), are routed over the two-way trunk group from CommNet's network to the Minot Host and delivered to SRT for termination to its customers.
3. Routing of all other wireless to landline calls involving 701/240, 450, 340 will be in accordance to Bellcore Traffic Routing Administration instructions.

C. Wireless to Landline Other Calls:

1. Calls originated on CommNet's network, by CommNet's customers with NPA/NXX other than 701/240, 450, 340 or customers of another CMRS provider that has entered into roaming agreement with CommNet, while roaming in Minot area, to SRT customers at Minot will be delivered over the two-way trunk group to Minot host for termination by SRT, as appropriate.
2. Calls originated on CommNet's network, by CommNet's customers with NPA/NXX other than 701/240, 450, 340 or customers of another CMRS provider that has entered into roaming agreement with CommNet, while roaming in Minot area, to SRT's customers served by SRT's remotes hosted by SRT's Minot host that have two-way non-optional EAS with Minot (see Attachment A) will be delivered over the two-way trunk group to Minot host for termination by SRT.
3. All other wireless to landline calls will be routed in accordance to Bellcore Traffic Routing Administration instructions.

4.2 Indirect Traffic to SRT. To the extent that CommNet and US West have entered into or may enter into contractual arrangements for the delivery of CommNet traffic to SRT's network (i.e. traffic that is not covered elsewhere in this Agreement) for termination to SRT's customers, SRT will accept this traffic subject to compensation arrangement as outlined in Section 5 below.

4.3 In the event of CommNet's utilization of interconnections established under this Agreement to provide services to its customers that are outside the scope of this Agreement under Article II.3 (i.e. if CommNet provides wireless local loop or quasi-fixed wireless service or one-way paging service), such action by CommNet shall be deemed a default entitling SRT to disconnect all Type 1 and Type 2 interconnections established under this Agreement on 24 hours notice. In the event of such a disconnection, CommNet waives any and all claims under any federal or state statute, rule, regulation or common law for loss, liability or damages, including indirect, consequential, incidental or punitive damages, and waives any and all claims for an injunction to be issued by any court or for any order in the nature of an injunction to be issued by any federal or state agency to prevent such a disconnection or to restore interconnection. In the event of a conflict between the terms of this Section 4.3 and any other terms of this Agreement or applicable statute, rule or regulation, the terms of this Section 4.3 shall prevail.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.15 and is related to the exchange of traffic described in Sections 4.1, 4.2, and in Attachment C, as applicable. Reciprocal compensation is not applicable to traffic that is not originated by SRT customers on SRT's network.

The rate for Reciprocal Compensation shall be \$0.02345 per minute.

5.2 Traffic Subject to Terminating Compensation.

Terminating compensation is applicable to all Non-Local Traffic originated on CommNet's network and delivered to SRT for termination to its customers as described in sections 4.1.B.1, 4.1.C.1, 4.2, and Attachment C, as applicable. CommNet shall compensate SRT at SRT's applicable access tariff rates for all Non-Local Traffic.

5.3 Traffic Subject to Originating Compensation

Originating compensation is applicable to all Non-Local Traffic originated by SRT's customers on SRT network and delivered to CommNet via the two-way direct trunk group, as provided for in section 4.1.A.1, and Attachment C, as applicable. CommNet shall compensate SRT at SRT's applicable access tariff rates for all Non-Local Traffic.

5.4 Traffic Subject to Transiting Charges

Transiting compensation is applicable to all traffic originated on CommNet network and transited through SRT's facilities in Attachment C, as applicable.

The rate for Transiting compensation shall be \$0.0096 per minute.

5.5 Calculation of Payments and Billing.

5.5.1 CommNet will compensate SRT for Local and Non-Local Traffic delivered to SRT for termination to its customers, as prescribed and at the rates provided in Sections 5.1, 5.2, and for Non-Local Traffic originated by SRT customers on SRT's network and delivered to CommNet for termination to its customers, as prescribed and at the rates provided in 5.3, preceding. CommNet will also compensate SRT for transiting traffic, as prescribed and at the rate provided in Section 5.4. SRT will compensate CommNet for Local Traffic originated by SRT customers on SRT's network and delivered to CommNet over the two-way direct trunk group for termination to its customers, as prescribed and at the rate provided in Section 5.1.

5.5.2 CommNet shall prepare a monthly billing statement to SRT, reflecting the calculation of Reciprocal Compensation due CommNet. SRT shall prepare a monthly billing statement to CommNet which will separately reflect the calculation of Reciprocal Compensation, Terminating Compensation, Originating Compensation, Transiting Compensation, and total compensation due SRT. SRT shall use the total recorded originating traffic, recorded by SRT, total transiting traffic recorded by SRT, and total terminating traffic recorded by either SRT and/or US West for billing CommNet. If either Party lacks the billing capability upon agreement by both Parties SRT shall also include the Reciprocal Compensation due to CommNet as a credit on the monthly billing statement.

5.5.3. To facilitate this billing by SRT, CommNet once it has the capability shall provide SRT on a monthly basis with CommNet usage information showing (a) total minutes of Local and Non-Local traffic, originated on SRT's network by SRT's customers in Minot that is delivered to CommNet over two-way direct trunk group (i.e., traffic subject to Originating Compensation, in accordance with Section 5.3, above), (b) total minutes of Local and Non-Local traffic, originated on CommNet network and routed over the two-way direct trunk group to SRT for termination to SRT customers (i.e., traffic subject to Reciprocal Compensation, in accordance with Section 5.1, above, or Terminating Compensation in accordance with Section 5.2, above), (c) total minutes of Local and Non-Local originated on CommNet network that terminate to SRT customers through indirect connection (i.e., as described in Section 4.2 above to determine the traffic subject to Reciprocal Compensation, in accordance with Section 5.1, above, or Terminating Compensation in accordance with Section 5.2, above).

5.5.4 In the event that there is insufficient representative and verifiable data on the actual Local and Non-Local Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a Non-Local Traffic factor to the total traffic volumes in each direction as an estimate of the Non-Local Traffic being exchanged. This factor shall be based on aggregated end user billing initially provided by CommNet. Due to administrative cost, Non-Local factor will not be applied in those circumstances where Non-Local Traffic usage is less than 5% of total traffic (i.e. All traffic will be considered Local and subject to Reciprocal Compensation as described in Section 5.1, above).

5.5.5 Each party may request to inspect, during normal business hours, the records, which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed 24 months in age from the date the monthly bill containing said record information was issued.

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

7.3 Each Party is responsible for administering NXX codes assigned to it.

7.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.

7.5 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of Sections 13, the initial term of this Agreement shall be for two years ("Term") which shall commence on the Effective Date. This Agreement shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) days prior to the end of the Term or any renewal term, either party notifies the other party of its intent to terminate this Agreement.

8.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

8.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default

8.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law.

8.2.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

(a) Each Party shall comply immediately with its obligations as set forth above;

(b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;

(c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not correct the alleged default within thirty (30) days after receipt of written notice thereof.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

11.0 INDEMNIFICATION

11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

(2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

(3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12.0 LIMITATION OF LIABILITY

12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

12.2 Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

12.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

13.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative,

regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

14.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

15.0 MOST FAVORED NATION PROVISION

In accordance with Section 252(i) of the Act, CommNet shall be entitled to obtain from SRT any Interconnection/Compensation arrangement provided by SRT to any other CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.

16.0 MISCELLANEOUS

16.1 Authorization

16.1.1 SRT is a corporation duly organized, validly existing and in good standing under the laws of the State of North Dakota and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.1.2 CommNet is a corporation duly organized, validly existing and in good standing under the laws of the State of Colorado and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.2 **Compliance.** Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

16.3 Independent Contractors. Neither this Agreement, nor any actions taken by CommNet or SRT in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CommNet and SRT, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by CommNet or SRT in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between CommNet and SRT end users or others.

16.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

16.5 Confidentiality

16.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing

sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 16.5.2 of this Agreement.

16.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

16.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

16.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of North Dakota without reference to conflict of law provisions.

16.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

16.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

16.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

16.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by telecopy to the following addresses of the Parties:

To:

CommNet Cellular, Inc.
8350 East Crescent Pkwy, St. 400
Englewood, CO 80111

To:

SRT Communications Inc.
Warren L. Hight
P. O. Box 2027
3615 N. Broadway
Minot, ND 58702-2027

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of telecopy.

16.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

16.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

16.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

16.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

16.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

16.16 Scope of Agreement. This Agreement is intended, *inter alia*, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

16.17 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 10th day of FEBRUARY, 2000.

CommNet Cellular, Inc.

By: Valerie L. Kendrick

Printed: Valerie L. Kendrick

Title: ASST. VP - Carrier Relations

SRT Communications Inc.

By: [Signature]

Printed: WARREN L. HIGHT

Title: GENERAL MGR/CEO

t:commnetagmt3

Attachment A

**SRT Communications Inc.
NXX and CLLI Designations**

<u>Locality</u>	<u>NPA/NXX</u>		<u>CLLI</u>
MINOT	701	420	MNOTNDXADS0
MINOT	701	837	MNOTNDXADS0
MINOT	701	838	MNOTNDXADS0
MINOT	701	839	MNOTNDXADS0
MINOT	701	852	MNOTNDXADS0
MINOT	701	857	MNOTNDXADS0
MINOT	701	858	MNOTNDXADS0

**SRT Communications, Inc.
Two-Way Non-Optional EAS Exchanges**

<u>Locality</u>	<u>NPA/NXX</u>	
Antler	701	267
Berthold	701	453
Butte/Kief/Kongsberg	701	626
Carpio	701	468
Deering/Granville/Norwich	701	728
Des Lacs	701	725
Donnybrook	701	482
Glenburn	701	362
Karlsruhe	701	525
Landa	701	295
Lansford	701	784
Martin	701	693
Maxbass	701	268
Metigoshe	701	263
Minot AFB	701	723,727
Mohall	701	756
Newburg	701	272
Sawyer	701	624
Sherwood	701	459
South Prairie	701	722
Tolley	701	386
Towner	701	537
Upham	701	768
Westhope	701	245

Attachment C

Reserved For Future Use

PU-2240-00-78

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:

Valerie Kendrick
CommNet Cellular Inc
3350 S Crescent Plwy Ste 400
Englewood Co 80111

2. Article Number (Copy from service label)

3 324 719 768

COMPLETE THIS SECTION ON DELIVERY

- A. Received by (Please Print Clearly) B. Date of Delivery
5/15/00
- C. Signature
x *Brad Webb* Agent
 Addressee
- 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