

DIVIDER

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

PU-2425-00-582

**Western Wireless Corporation/Polar Telecommunicati
Interconnection Agreement**

Application

00

Filed 11/3/2000

Closed 1/11/2001

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, March 05, 2001 5:03 PM
To: Scott, Sandi L.
Subject: Money Received....

Case No. PU-418-00-555
Case No. PU-418-00-556
BEK Communications
\$544.67

Case No. PU-2445-00-624
New Access Communication
\$43.65

Case No. PU-2423-00-565
SRT Communications
\$62.21

Case No. PU-2425-00-582
Polar Telecommunications
\$45.87

Case No. PU-2426-00-583
Polar Communications
\$45.87

11 **PU-2425-00-582**

Pages: 0

45.87 received

by Western Wireless Corporation/Polar Telecommunic

03/06/2001

CC: Comm Legal Illona Jerry .

APPROVED

DATE: 2-21-01
KMF

MOTION

February 21, 2001

Western Wireless Corporation/Polar
Telecommunications, Inc.
Interconnection Agreement
Application

Case No. PU-2425-00-582

I move the Commission bill Western Wireless Corporation and Polar
Telecommunications, Inc. for costs incurred to date in Case No.
PU-2425-00-582, Western Wireless Corporation/Polar Telecommunications,
Inc., Interconnection Agreement, Application.

10 **PU-2425-00-582** Pages: 3

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

02/21/2001

CC: Comm Legal Ilona Jerry



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

February 21, 2001

Executive Secretary
Jon H. Mielke

Gene Dejordy
Western Wireless
3650 131st Ave SE
Bellevue WA 98006

Dave Dunning
Polar Telecommunications Inc
PO Box 270
Park River ND 58270-0270

Mike Bosh
Pringle & Herigstad
PO Box 1000
Minot ND 58702-1000

RE: Case No. PU-2425-00-582
Western Wireless Corporation/Polar Telecommunications, Inc.
Interconnection Agreement
Application

Enclosed is a copy of the statement approved at the February 21, 2001 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2425-00-582.

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.

Billing Statement

February 21, 2001

Western Wireless Corporation/
Polar Telecommunications, Inc.
Interconnection Agreement
Application

Case No. PU-2425-00-582

Expenses Incurred to Date:

Advertising Costs	\$91.75
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Amount Due:

Western Wireless Corporation	\$45.88
Polar Telecommunications, Inc.	\$45.87

Send Payment 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

Western Wireless Corporation/Polar
Telecommunications, Inc.
Interconnection Agreement
Application

Case No. PU-2425-00-582

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 January, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order

The envelopes were addressed as follows:

Mike Bosh
Pringle & Herigstad
P O Box 1000
Minot ND 58702-1000
Cert. No. 7000 0520 0022 8653 3454

Gene Dejordy
Western Wireless
3650 131st Ave SE
Bellevue WA 98006
Cert. No. 7000 0520 0022 8653 3461

Dave Dunning
Polar Telecommunications Inc
P O Box 270
Park River ND 58270
Cert. No. 7000 0520 0022 8654 0025

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

Subscribed and sworn to before me
this **11th day of January, 2001**.



SEAL

Sharon Helbling

Sandra L. Scott

Notary Public

9

PU-2425-00-582

Pages: 1

Affidavit of Service

by Public Service Commission

01/11/2001

CC: Comm Legal Ilona Jerry

PU-2425-00-582

Copies To:

State Library (8 copies)

Historical Society

Associated Press

APPROVED:
DATE: 1-10-01
KMF

MOTION

January 10, 2001

**Western Wireless Corporation/Polar
Telecommunications, Inc.
Interconnection Agreement
Application**

Case No. PU-2425-00-582

I move the Commission adopt the Order Approving Interconnection Agreement in the application for approval of a wireless interconnection agreement negotiated between Western Wireless Corporation and Polar Telecommunications, Inc., Case No. PU-2425-00-582.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Western Wireless Corporation/Polar
Telecommunications, Inc.
Interconnection Agreement
Application**

Case No. PU-2425-00-582

ORDER APPROVING INTERCONNECTION AGREEMENT

January 10, 2001

On November 3, 2000, an application was filed for approval of a wireless interconnection agreement negotiated between Western Wireless Corporation of Bellevue WA and Polar Telecommunications, Inc. of Park River, ND.

The 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 which 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 November 22, 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 December 26, 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 Western Wireless Corporation and Polar Telecommunications, Inc. filed with the Commission on November 3, 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.

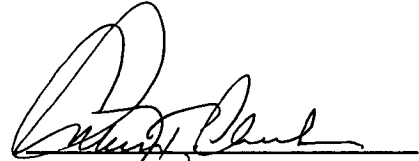
PUBLIC SERVICE COMMISSION



Susan E. Wefald
Commissioner

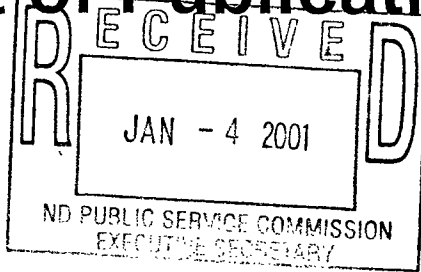


Leo M. Reinbold
Commissioner



Anthony T. Clark
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:
US Link ... New Edge, 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: [Signature]

Subscribed and sworn to before me this 19th day of December A.D. 2000.

[Signature: Laurie Schaffer]

6 PU-2426-00-583 Pages: 11

Affidavit of Publication

6 PU-2057-00-588 Pages: 11

Affidavit of Publication

6 PU-2271-00-589 Pages: 11

Affidavit of Publication

by North Dakota Advertising Service, Inc.

01/04/2001

6 PU-2204-00-590 Pages: 11

Affidavit of Publication

by North Dakota Advertising Service, Inc.

01/04/2001

CC: Comm Legal Ilona Jerry

6 PU-1755-00-580 Pages: 11

Affidavit of Publication

6 PU-2424-00-581 Pages: 11

Affidavit of Publication

by North Dakota Advertising Service, Inc.

6 PU-2425-00-582 Pages: 11

Affidavit of Publication

by North Dakota Advertising Service, Inc.

01/04/2001

CC: Comm Legal Ilona Jerry

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

U.S. Link, Inc./U S WEST Case No. PU-1755-00-580
Interconnection Agreement Amendment
Application

Western Wireless Corporation/North Dakota Case No. PU-2424-00-581
Telephone Company
Interconnection Agreement
Application

Western Wireless Corporation/Polar Case No. PU-2425-00-582
Telecommunications, Inc.
Interconnection Agreement
Application

Western Wireless Corporation/Polar Case No. PU-2426-00-583
Telecommunications Mutual Aid Corporation
Interconnection Agreement
Application

McLeodUSA Telecommunications Services, Inc./U S Case No. PU-2057-00-588
WEST
Interconnection Agreement Amendment
Application

Sprint Communications Company, L.P./U S WEST Case No. PU-2271-00-589
Interconnection Agreement Amendment
Application

New Edge Network, Inc./U S WEST Case No. PU-2204-00-590
Interconnection Agreement Amendment
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 **24th day of November, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **six**

5 PU-2425-00-582 Pages: 4

Affidavits of Service by Mail for 11-22-00
Notice
by Public Service Commission

11/24/2000

CC: Comm Legal Illona Jerry .

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

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7099 3400 0014 4513 6590

John Munn
Qwest Corporation
1801 California St Rm 5100
Denver CO 80202

Cert. No. 7099 3400 0014 4513 6583

Mike Bosh
Pringle & Herigstad
P O Box 1000
Minot ND 58702-1000

Cert. No. 7099 3400 0014 4513 6576

Gene Dejordy
Western Wireless
3650 131st Ave SE
Bellevue WA 98006

Cert. No. 7099 3400 0014 4513 6569

Dave Dircks
North Dakota Telephone Company
P O Box 180
Devils Lake ND 58301

Cert. No. 7099 3400 0014 4513 6552

Dave Dunning
Polar Telecommunications Inc
P O Box 270
Park River ND 58270

Cert. No. 7099 3400 0014 4513 6545

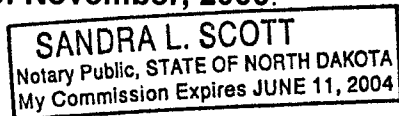
Sharon Helbling further deposes and says that on the **24th day of November, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

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

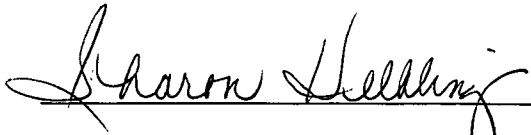
Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202


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

Subscribed and sworn to before me
this **24th day of November, 2000**.



SEAL





Notary Public

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**U.S. Link, Inc./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-1755-00-580**

**Western Wireless Corporation/North Dakota
Telephone Company
Interconnection Agreement
Application** **Case No. PU-2424-00-581**

**Western Wireless Corporation/Polar
Telecommunications, Inc.
Interconnection Agreement
Application** **Case No. PU-2425-00-582**

**Western Wireless Corporation/Polar
Telecommunications Mutual Aid Corporation
Interconnection Agreement
Application** **Case No. PU-2426-00-583**

**McLeodUSA Telecommunications Services, Inc./U S
WEST
Interconnection Agreement Amendment
Application** **Case No. PU-2057-00-588**

**Sprint Communications Company, L.P./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-2271-00-589**

**New Edge Network, Inc./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-2204-00-590**

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 **24th day of November, 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.

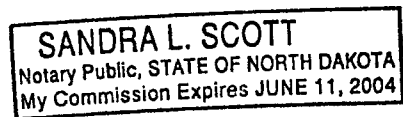
Subscribed and sworn to before me
this **24th day of November, 2000.**





Notary Public

SEAL



wahlgren@ru sda.gov
Wayne Ahlgren

bberkenpas@ odusa.com
Barb Berkenpas

wbrudvik@ohnstadlaw.com
William Brudvik

donlee@martin-associates.com
Don Lee

jxpet23.uswest.com
Janis Peterson

lisestrom@dwt.com
Lise Strom

harumiyamamoto@dwt.com
Harumi Yamamoto

ruth.holder@teligent.com
Ruth Holder

nlarsen@nvc.net
Clint Hanson
Accent Communications Inc
235 E 1st Ave
Groton SD 57445

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

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

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

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

ken@staff.ctctel.com
L Dan Wilhelmson
Consolidated Comm Networks Inc
PO Box 1077
Dickinson ND 58601-1077

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

ken@staff.ctctel.com
L Dan Wilhelmson
Consolidated Telephone Cooperative
PO Box 1077
Dickinson ND 58601-1077

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

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

dclark@hq.idt.net
Diane Clark
IDT America, Corp.
520 Broad St 7th Fl
Newark NJ 07102

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

nschmid@acginc.net
Neil Schmid
Ionex Communications North Inc
5710 LBJ Frwy Ste 215
Dallas TX 75240

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

john_sullivan@cable.comcast.com
John Sullivan
McLeodUSA

meredith.gif d@gecapital.com
Meredith Gifford
GE Capital Comm Services Corp
6540 Powers Ferry Rd
Atlanta GA 30339

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

hold@texas.net
Dana Wilson
Home Owners Long Distance Inc
8647 Wurzbach Rd #M-1
San Antonio TX 78240-1245

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

itci@means.net
Bruce Reuber
Interstate Telcom Consulting Inc
130 Birch Ave W
Hector MN 55342-0668

skat@means.net
Steven Katka
Loretel Systems Inc
13 E 4th Ave
Ada MN 56510

skillebrew@deltacom.com
Sharon Killebrew
McLeodUSA

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

amy.ibis@dt.com
Amy Ibis
McLeodUSA
140 North Phillips Ave Ste 404
Sioux Falls SD 57104-6711

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

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

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

cajuul@norstan.com
Cathy Juul
Norstan Network Services Inc
P O Box 5715
Minnetonka MN 5534333-57

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

jram@erols.com
John Ramsey
Parcel Consultants Inc
150 Commerce Rd
Cedar Grove NJ 07009

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

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

hfuglest@ndarec.com
Harlan Fugelsten
ND Assn Rural Electric Coops
PO Box 727
Mandan ND 58554-0727

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

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

pagndta@btigate.com
Patricia Gisinger
North Dakota Telephone Assoc
PO Box 2614
Bismarck ND 58502-2614

royce@restel.net
Royce Aslakson
Parcel Consultants Inc
150 Commerce Rd
Cedar Grove NJ 07009

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

jvonduyke@pforall.com
Jeff Walker
Preferred Carrier Services Inc
14681 Midway Rd Ste 105
Dallas TX 75244

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

ardondoran@rrt.net
Ardon Doran
Red River Telecom Inc
PO Box 136
Abercrombie ND 58001-0136

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

warrenlh@srttel.com
Warren Hight
Souris River Tele Coop
PO Box 2027
Minot ND 58702-2027

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

janehp@srttel.com
Jane Petersen
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

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

protel@citi.com
Scott Lee
Protel Advantage Inc
1144 Larpenteur Ave W
St Paul MN 55113-6317

ardondoran@rrt.net
Ardon Doran
Red River Rural Tele Assoc
PO Box 136
Abercrombie ND 58001

jdbtbb@ndak.net
Jan Boschee
Reservation Telephone Cooperative
Parshall ND 58770

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

suelh@srttel.com
Sue Hamilton
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

christm@srttel.com
Chris Morsefield
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

johnar@srttel.com
John Reiser
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

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

grndelec@iw .
Darrell Henderson
Stateline Telecomm Inc
PO Box 39
Bison SD 57620-0039

clarson@telc .up.com
Caroline Larson
Telegroup Inc
2098 Nutmeg Ave
Fairfield IA 52556

bgreene@magicnet.net
Barbara Greene
Telephone Co of Central Florida Inc
3599 W Lake Mary Blvd Ste E
Lake Mary FL 32746-3417

thomasc@totaltel.com
Tom Carroll
TotalTel Inc
150 Clove Rd 8th Fl
Little Falls NJ 07424

bpipkin@touch1.com
Leigh Ann Wooten
Touch 1 Long Distance Inc
100 Brookwood Rd
Atmore AL 36502

maryg@uslink.net
Mary Goodman
U S Link Inc
200 2nd St
Pequot Lakes MN 56472

lahall@usgs.gov
Lenora Hall
U S Geological Survey

kjvannin@usgs.gov
K Vannin
U S Geological Survey

afranklin@us-south.net
Anne Franklin
U S South Communications Inc
250 Williams St Ste 2360
Atlanta GA 30303

ralyana@uswest.com
Richard Alyanak
U S WEST

kblicke@uswest.com
Kent Blickensderfer
U S WEST Communications Inc
PO Box 5508
Bismarck ND 58502-5508

smacint@uswest.com
Scott Macintosh
U S WEST Communications Inc
PO Box 5508
Bismarck ND 58502-5508

jmunnn@uswest.com
John Munn
U S WEST Communications Inc
1801 California Rm 5100
Denver CO 80202

saberry@uswest.com
Sharon Berry
U S WEST Communications Inc
409 1st Ave N
Fargo ND 58102-4802

sschwan@uswest.com
Suzy Schwandt
U S WEST Communications Inc.
P O Box 5508
Bismarck ND 58502-5508

johng@unidial.com
John Greive
UniDial Communications Inc
1901 Eastpoint Pkwy
Louisville KY 40223

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

tsusak@voca .com
Tony Susak
VoCall Communications Corp
284 Sheffield St
Mountainside NJ 07092

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

pihland@means.net
Paul Ihland
Wolverton Telephone Company
Wolverton MN 56594

Myer Sharl
2277 Gene Autry Trail Unit C
Palm Springs CA 92264

Ann Faught
Absaraka Co-op Tele Co
Absaraka ND 58002

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

Arch Paging
11437 Valley View Rd
Eden Prairie MN 55344

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

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

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

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

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

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

ACN Communications Services Inc
32991 Hamilton Ct
Farmington Hills MI 48334

John Summers
AmeriTel Pay Phones Inc
8201 Tristar Dr
Irving TX 75063-2816

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

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

John Session
Cable & Wireless Comm Inc
8219 Leesburg Pike
Vienna VA 22182

Choctaw Communications Inc
1600 Viceroy
Dallas TX 75235

Comcast Telecommunications
1500 Market St
Philadelphia PA 19102

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

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

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

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

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

DSLnet Communications LLC
545 Long Wharf Dr
New Haven CT 06511

Easton Telecom Services Inc
4646 W Streetsboro
Richfield OH 44286

Excel Communications Inc
8750 N Central Expswy Ste 2000
Dallas TX 75231

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

Framco Inc
P O Box 2711
Fargo ND 58108

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

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

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

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

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

Lance Sentman
International Telcom Ltd
417 2nd Ave W
Seattle WA 98119

Sue Weiske
Ionex Communications North Inc
5710 LBJ Frwy Ste 215
Dallas TX 75240

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

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

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

LCI International Telecom Corp
4650 Lakehurst Ct
Dublin OH 43017

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

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

McLeodUSA
P O Box 3177
Cedar Rapids IA 52406-3177

Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

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

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

MVX Communications LLC
100 Rowland Way Ste 145
Novato CA 94945

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

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

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

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

MCImetro Access Transmission Services
1801 Pennsylvania Ave NW
Washington DC 20006

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

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

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

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

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

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

Pamcomm
P O Box 5200
Sioux Falls SD 57117-5200

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

Quintelco Inc
1 Blue Hill Plaza
Pearl River NY 10965

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

Gene Sloan
Reservation Telephone Cooperative
Parshall ND 58770

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

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

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

Patrick Delaney
Overlook Communications International
1325 North Meadow Pkwy #S110
Roswell GA 30076

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

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

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

RCN Long Distance Company
105 Carnegie Ctr
Princeton NJ 08540

Sandra Adams
NewPath Holdings Inc
4364 114th St
Des Moines IA 50322
Lisa Dabkowski
SNET America Inc
6 Devine St 1st Fl
North Haven CT 06743

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

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

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

T-Netix Inc
67 Inverness Drive E
Englewood CO 80112

Charles Steese
U S WEST
1801 California St Ste 5100
Denver CO 80202

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

Sam Billingsley
United States Advanced Network Inc
3000 Nrothwoods 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

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

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

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

Liz Petroni
Teltrust Comm Services Inc
401 N 5600 W
Salt Lake City UT 84116-3753

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

Richard Alyanak
U S WEST Communications Inc
1801 California St Rm 4700
Denver CO 80202

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

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

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

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

Mick Grosz
West River Communications Inc
PO Box 467
Hazen ND 58545-0467

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

Mick Gross
West River Telecomm Coop
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

PU-2425-00-582

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Associated Press

Helbling, Sharon D.

From: Helbling, Sharon D.

Sent: Wednesday, November 22, 2000 3:15 PM

To: ndna (E-mail)

Subject: Attached Notice of Opportunity for Hearing and Notice of Opportunity to File Written Comments

Please have the attached Notice of Opportunity for Hearing and Notice of Opportunity to File Written Comments published as a legal publication in the next issue of the ten North Dakota daily newspapers, and run it as a "News Item Only" article as well.

You can send the bill directly to the Public Service Commission along with a tear sheet for billing purposes.

If you have any questions, please call me at 328-4076.

Thank you.

Sharon Helbling
Public Utilities Division

4 **PU-2425-00-582** Pages: 1

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

11/22/2000

CC: Comm Legal Ilona Jerry

11/22/2000

MOTION

November 22, 2000

APPROVED:
DATE: 11-22-00
KMF

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

Case No. PU-1755-00-580

**Western Wireless Corporation/North Dakota
Telephone Company
Interconnection Agreement
Application**

Case No. PU-2424-00-581

**Western Wireless Corporation/Polar
Telecommunications, Inc.
Interconnection Agreement
Application**

Case No. PU-2425-00-582

**Western Wireless Corporation/ Polar
Telecommunications Mutual Aid Corporation
Interconnection Agreement
Application**

Case No. PU-2426-00-583

**McLeodUSA Telecommunications Services, Inc./U
S WEST
Interconnection Agreement Amendment
Application**

Case No. PU-2057-00-588

**Sprint Communications Company, L.P./U S WEST
Interconnection Agreement Amendment
Application**

Case No. PU-2271-00-589

**New Edge Network, Inc./U S WEST
Interconnection Agreement Amendment
Application**

Case No. PU-2204-00-590

I move the Commission issue a Notice of Opportunity to File Written Comments in the applications by U S WEST for approval of interconnection agreement amendments negotiated with U.S. Link, Inc., Case No. PU-1755-00-580; McLeodUSA Telecommunications Services, Inc., Case No. PU-2057-00-588; Sprint

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PU-2425-00-582

Pages: 2

Motion

by Public Service Commission

11/22/2000

CC: Comm Legal Ilona Jerry

Communications Company, L.P., Case No. PU-2271-00-589; and New Edge Network, Inc., Case No. PU-2204-00-590, and in the applications for approval of interconnections agreements negotiated between Western Wireless Corporation and North Dakota Telephone Company, Case No. PU-2424-00-581, Polar Telecommunications Inc., Case No. PU-2425-00-582, and Polar Telecommunications Mutual Aid Corporation, Case No. PU-2426-00-583.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**U.S. Link, Inc./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-1755-00-580**

**Western Wireless Corporation/North Dakota
Telephone Company
Interconnection Agreement
Application** **Case No. PU-2424-00-581**

**Western Wireless Corporation/Polar
Telecommunications, Inc.
Interconnection Agreement
Application** **Case No. PU-2425-00-582**

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Telecommunications Mutual Aid Corporation
Interconnection Agreement
Application** **Case No. PU-2426-00-583**

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WEST
Interconnection Agreement Amendment
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Interconnection Agreement Amendment
Application** **Case No. PU-2271-00-589**

**New Edge Network, Inc./U S WEST
Interconnection Agreement Amendment
Application** **Case No. PU-2204-00-590**

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

November 22, 2000

On November 2, 2000, in Case No. PU-1755-00-580, U S WEST Communications, Inc. (U S WEST) filed an application for approval of to the first amendment negotiated to its interconnection agreement with U.S. Link, Inc. of Pequot Lakes, MN. The amendment sets forth rates, terms and conditions for unbundled network elements combinations, customized routing and shared interoffice transport.

On November 3, 2000, applications were filed for approval of wireless interconnection agreements negotiated between Western Wireless Corporation of

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Bellevue WA and North Dakota Telephone Company of Devils Lake, ND (Case No. PU-2424-00-581), Polar Telecommunications, Inc. (Case No. PU-2425-00-582) and Polar Telecommunications Mutual Aid Corporation (Case No. PU-2426-00-583) both of Park River, ND. These agreements set forth rates, terms and conditions for wireless interconnection and reciprocal compensation.

On November 6, 2000, U S WEST filed applications for approval of the fifth amendment negotiated to its interconnection agreement with McLeodUSA Telecommunications Services, Inc. of Cedar Rapids, IA (Case No. PU-2057-00-588) and first amendments negotiated to interconnection agreements with Sprint Communications Company, L.P. of Kansas City, MO (Case No. PU-2271-00-589) and New Edge Network, Inc. of Vancouver, WA (Case No. PU-2204-00-590). These amendments set forth rates, terms and conditions for line sharing.

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 26, 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.

PUBLIC SERVICE COMMISSION



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



LAW OFFICES OF

PRINGLE & HERIGSTAD, P.C.

BREMER BANK BUILDING
20 SW 1ST STREET
POST OFFICE BOX 1000
MINOT, NORTH DAKOTA 58702
(701) 852-0381
FAX (701) 857-1361
E-mail: pringle@ndak.net

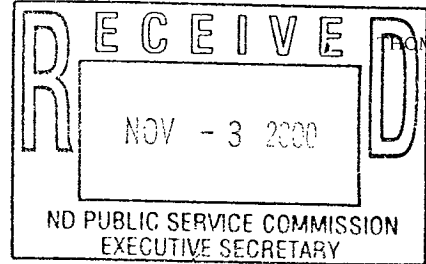
DONALD T. CAMPBELL
MICHAEL A. BOSH
BRENT M. OLSON
DENISE C. HAYS
DEBRA L. HOFFARTH

OF COUNSEL
HERBERT L. MESCHKE

ROGER O. HERIGSTAD
MARK F. PURDY
JAN M. SEBBY
DONALD A. NEGAARD
JAMES E. NOSTDAHL
JOHN J. PETRIK
CAROL K. LARSON
DAVID J. HOGUE
REED A. SODERSTROM
MARK R. HAYS

RETIRED

THOMAS A. WENTZ



November 2, 2000

Jon Mielke, Executive Secretary
Public Service Commission
600 E. Boulevard Ave.
Bismarck, ND 58505-0480

INTERCONNECTION AGREEMENTS

Please find enclosed for filing Wireless Interconnection Agreements between Western Wireless Corporation and Polar Telecommunications Mutual Aid Corporation, Polar Telecommunications, Inc. and North Dakota Telephone Company.

If you have any questions, please call.

Very truly yours,

Michael A. Bosh
Pringle & Herigstad, P.C.

jb

encs.

cc: David Dircks
David L. Dunning
Gene DeJordy

1

PU-2425-00-582

Pages: 28

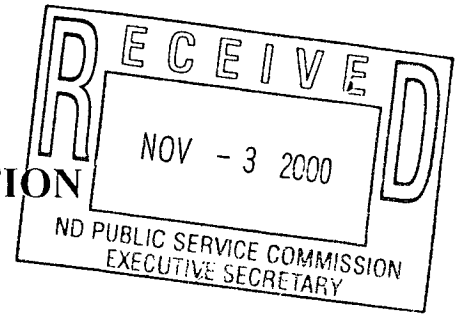
Interconnection Agreement application

by Western Wireless Corporation/Polar Telecommunic

11/03/2000

CC: Comm Legal Ilona Jerry

**WIRELESS INTERCONNECTION
AGREEMENT**



BETWEEN

POLAR TELECOMMUNICATIONS, INC.

AND

WESTERN WIRELESS CORPORATION

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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 Polar Telecommunications, Inc. ("PTC") with offices at P. O. Box 270, 110 4th Street East, Park River North Dakota 58270 and Western Wireless Corporation ("WWC") with offices at 3650 131st Avenue SE, Bellevue, WA 98006.

2. RECITALS

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

WHEREAS, WWC is a Commercial Mobile Radio Service provider operating within the state of North Dakota;

WHEREAS, PTC and WWC 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, PTC and WWC 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 PTC and WWC 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 WWC 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 WWC 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 this title, 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 PTC or WWC, and "Parties" means PTC and WWC.

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 PTC'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 PTC 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

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

3.2 This Agreement is limited to exchange of PTC local exchange end user customers' traffic for which PTC has tariff authority to carry. This Agreement is further limited to exchange of WWC end user customers' traffic to which WWC provides service on a two-way wireless, mobile basis.

3.3 WWC is currently offering a service it calls "Wireless Residential Service" to customers in and around Regent, North Dakota. On August 31, 1999, in case number PU-156-99-17, the Commission issued an order that the "Wireless Residential Service" offered by WWC in and around Regent, North Dakota is a "mobile service" (as defined by 47 U.S.C. § 153 (27)), and was therefore exempt from state entry regulation pursuant to 47 U.S.C § 332 (c) (3) (A). This order has been appealed in North Dakota state court, which has asked the Commission whether it would like to reconsider the order in light of "new evidence" that the appellant has brought to the court's attention. The Commission has indicated that it will hold a hearing on this "new evidence."

3.4 The Parties acknowledge that they disagree on whether WWC's "Wireless Residential Service," or any similar service where customer premises equipment is utilized for communications over a wireless local loop, quasi-fixed, or fixed wireless service is a "mobile service" as defined by 47 U.S.C. § 153 (27). The Parties also acknowledge that they disagree on the regulations applicable to interconnection and exchange of WWC end user customers' traffic where customer premises equipment is utilized for communications over a wireless local loop, quasi-fixed, or fixed wireless service. Finally, the Parties acknowledge that they disagree on whether a separate interconnection agreement is required for the interconnection and exchange of WWC end user customers' traffic where customer premises equipment is utilized for communications over a wireless local loop, quasi-fixed, or fixed wireless service in PTC's service area.

3.5 The Parties agree to exclude from this Agreement the exchange of WWC end user customers' traffic where customers premises equipment is utilized for communications over a wireless local loop, quasi-fixed, or fixed wireless service. However, this exclusion shall terminate if, upon final decision on appeal (including without limitation any timely filed appeal to the North Dakota Supreme Court), the Commission's August 31, 1999 order (PU-1564-99-17) is affirmed to the extent said order concludes that WWC's

“Wireless Residential Service” is a “mobile service” as defined by 47 U.S.C. § 153 (27). PTC agrees to join in any motion filed by WWC to expedite the appeals.

3.6 Notwithstanding Section 3.5 of this Agreement, if WWC decides to provide service to its customers utilizing customer premises equipment for communications over a wireless local loop, quasi-fixed, or fixed wireless service, the Parties agree to negotiate appropriate terms for such interconnection agreement. In absence of a mutually acceptable interconnection agreement within a reasonable amount of time, either Party may institute proceedings before the appropriate state or federal court or commission to compel the establishment of interconnection arrangements between WWC and PTC for wireless local loop, quasi-fixed, or fixed wireless service, and to obtain clarification and/or guidance regarding the appropriate regulations applicable for interconnection and exchange of traffic related to wireless local loop, quasi-fixed, or fixed wireless service.

3.7 Unless the exclusion of such service from this Agreement as provided in Section 3.5 is terminated, or unless a separate interconnection agreement for such service as provided in Section 3.6 becomes effective, WWC shall not utilize the connections received from PTC under this Agreement to provide service to WWC’s customers utilizing customer premises equipment for communications over a wireless local loop, quasi-fixed, or fixed wireless service. If, however, the exclusion is terminated as provided in Section 3.5, WWC may utilize these connections, as its sole option, to provide service to its customers utilizing customer premises equipment for communications over a wireless local loop, quasi-fixed or fixed wireless service.

3.8 This Agreement does not cover the exchange of traffic for one-way mobile services such as paging, if provided by WWC. Should WWC desire to establish interconnection agreement with PTC for such services, PTC will engage in bona fide negotiations with WWC to establish an interconnection and compensation agreement for said one-way mobile services.

3.9 The Parties also agree to exchange traffic associated with Third Party local provider, if an agreement has been made between the originating Party and both the transiting Party and the terminating third party local provider.

3.10 Nothing in this Agreement shall be construed as a waiver by PTC to pursue all of its legal rights and remedies to seek the disconnection of any interconnections utilized by WWC in contravention of this agreement, including without limitation any interconnections utilized by WWC to provide one-way mobile services (such as paging), and including without limitation any interconnections utilized by WWC to provide service to its customers utilizing customer premises equipment for communications over a wireless local loop, quasi-fixed, or fixed wireless service.

3.11 Nothing in this Agreement shall be construed as a waiver by WWC to pursue through appropriate legal channels a determination that federal and state law requires PTC to provide tariffed connection services to WWC without a negotiated

interconnection agreement, for the purpose of providing service to its customers utilizing customer premises equipment for communications over a wireless local loop, quasi-fixed, or fixed wireless service.

4.0 SERVICE AGREEMENT

Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of PTC and WWC. Additional arrangements that may be agreed to in the future will be delineated in Attachment C to this agreement.

4.1 WWC currently does not wish to have direct facilities connection with PTC. Traffic originating by PTC's customers on PTC's network, consisting of Adams (701/944), Edmore (701/644), Fordville (701/229), Gilby (701/869), and Lakota (701/247), to WWC customers will be routed according to BellCore's Traffic Routing Administration instructions. These calls are not subject to Reciprocal Compensation. Calls from WWC customers to PTC's customers routed through USWEST facilities to PTC's network will be subject to Reciprocal Compensation or Terminating Compensation depending upon whether the call is Local or Non-Local.

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 Section 4.1 and in Attachment C, as applicable.

The rate for Reciprocal Compensation shall be \$0.051 per minute.

5.2 Traffic Subject to Terminating Compensation.

Terminating compensation is applicable to all Non-Local Traffic originated on WWC's network and delivered to PTC for termination to its customers as described in Section 4.1 and Attachment C, as applicable. WWC shall compensate PTC at PTC's applicable access tariff rates for all Non-Local Traffic.

5.3 Calculation of Payments and Billing.

5.3.1 WWC will compensate PTC for Local and Non-Local Traffic delivered to PTC for termination to its customers, as prescribed and at the rates provided in Sections 5.1 and 5.2.

5.3.2 PTC shall prepare a monthly billing statement to WWC which will separately reflect the calculation of Reciprocal Compensation, Terminating Compensation, and total compensation due PTC. PTC shall use the recorded terminating, recorded by either PTC or USWEST for billing WWC.

5.3.3 To facilitate billing by PTC, WWC shall provide PTC on a monthly basis, subject to availability, WWC usage information showing total minutes of Local and Non-Local Traffic, originated by WWC's customers and customers of other CMRS providers that have entered into roaming arrangement with WWC, while roaming in WWC territory, that terminate to PTC customers (i.e., traffic subject to Reciprocal Compensation, in accordance with 5.1, above, or Terminating Compensation in accordance with 5.2 above).

5.3.4 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 2.5% Non-Local Traffic factor to the total traffic volume as an estimate of the Non-Local Traffic being exchanged.

5.3.5 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, but agree to work cooperatively on matters that require joint implementation. 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 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 sixty (60) 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 in writing.

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, except in the case of gross negligence or willful misconduct.

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 MISCELLANEOUS

15.1 Authorization

15.1.1 PTC 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.

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

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

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

15.4 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.

15.5 Confidentiality

15.5.1 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.

15.5.2 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.

15.5.3 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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:

Western Wireless Corporation
Regulatory Department
3650 131st Avenue SE
Bellevue, WA 98006

To:

Polar Telecommunications, Inc.
Dave Dunning
P. O. Box 270,
110 4th Street East
Park River, North Dakota 58270

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.

15.11 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.

15.12 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.

15.13 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.

15.14 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.

15.15 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.

15.16 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 15th day of September, 2000.

Western Wireless Corporation

By: 

Printed: Gene DeJordy

Title: VP

Polar Telecommunications, Inc.

By: 

Printed: David Dunning

Title: CEO

Attachment A

**Polar Telecommunications, Inc.
NXX and CLLI Designations**

<u>Locality</u>	<u>NPA</u>	<u>NXX</u>	<u>CLLI</u>
ADAMS	701	944	ADMSNDXARS9
EDMORE	701	644	EDMRNDXARS6
FORDVILLE	701	229	FDVLNDXARS2
GILBY	701	869	GLBYNDXA869
LAKOTA	701	247	LAKTNDXARS2

Attachment B

**Western Wireless Corporation
NXX and CLLI Designations**

<u>Locality</u>	<u>NPA/NXX</u>	<u>CLLI</u>
BEULAH	701 870	BELHNDQACM1
BISMARCK	701 220	BSMRNDAACM3
BISMARCK	701 390	BSMRNDAACM3
BISMARCK	701 391	BSMRNDAACM3
DEVILSLAKE	701 351	DVLKNDQ8002
DICKINSON	701 290	DCSNNDANCM1
DICKINSON	701 590	DCSNNDANCM1
EMERADO	701 739	GFABNDAECM7
EMERADO	701 741	GFABNDAECM7
FARGO	701 730	WFRGNDWB1KD
FARGO	701 781	WFRGNDWB1KD
FARGO	701 793	WFRGNDWB1KD
FARGO	701 799	WFRGNDWB1KD
GRAFTON	701 360	GFTNNDAGCM1
JAMESTOWN	701 320	JMTWNDAGCM3
MINOT	701 720	MNOTNDAUCM1
MINOT	701 721	MNOTNDAUCM1
MOORHEAD	218 790	WFRGNDWB1KD
VALLEYCITY	701 490	VLCYNDAKCM1
WAHPETON	701 899	WHTNNDAMCM1
WILLISTON	701 770	WLSTNDQACM1

Attachment C

Reserved For Future Use

PU-581; 00-582; 00-583

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Received by (Please Print Clearly)	B. Date of Delivery
	<p style="text-align: right; font-size: 1.2em;">12 JAN 2001</p>	
1. Article Addressed to: <i>Mike Bosch</i> <i>Prince & Skripted</i> <i>PO Box 1000</i> <i>Merit MO 58702-1000</i>	C. Signature <i>X R. Headuck</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Article Number (Copy from service label) <i>7000 0520 0022 8653 3454</i>	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789		

PU-50-582; 00-583

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Received by (Please Print Clearly)	B. Date of Delivery
	<p style="text-align: right; font-size: 1.2em;">11/3/01</p>	
1. Article Addressed to: <i>Dave Dunning</i> <i>Polar Telecommunications</i> <i>PO Box 270</i> <i>Park River MO 58270</i>	C. Signature <i>X Michele Lukes</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Article Number (Copy from service label) <i>7000 0520 0022 8654 0025</i>	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789		