



DIVIDER

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

PU-2426-00-583

**Western Wireless Corporation/Polar Communications
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-2426-00-583

Pages: 0

\$45.87 received

by Western Wireless Corporation/Polar Communicati
03/06/2001 CC: Comm Legal Ilona Jerry .

APPROVED

DATE: 2-21-01
KMF

MOTION

February 21, 2001

Western Wireless Corporation/Polar
Communications Mutual Aid Corporation
Interconnection Agreement
Application

Case No. PU-2426-00-583

I move the Commission bill Western Wireless Corporation and Polar
Communications Mutual Aid Corporation for costs incurred to date in Case No.
PU-2426-00-583, Western Wireless Corporation/Polar Communications Mutual
Aid Corporation, Interconnection Agreement, Application.



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

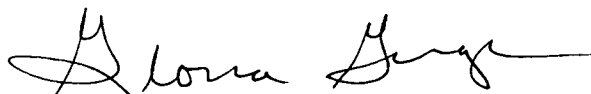
RE: Case No. PU-2426-00-583
Western Wireless Corporation/Polar Communications
Mutual Aid Corporation
Interconnection Agreement
Application

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-2426-00-583.

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
Communications Mutual Aid Corporation
Interconnection Agreement
Application

Case No. PU-2426-00-583

Expenses Incurred to Date:

Advertising Costs	\$91.74
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Amount Due:

Western Wireless Corporation	\$45.87
Polar Communications Mutual Aid Corporation	\$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 Mutual Aid Corporation
Interconnection Agreement
Application

Case No. PU-2426-00-583

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 00224 8653 3454

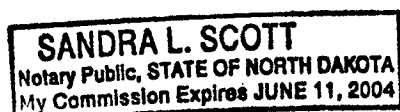
Gene Dejordy
Western Wireless
3650 131st Ave SE
Bellevue WA 98006
Cert. No. 7000 0520 0022 8653 3461

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

PU-2426-00-583

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 Mutual Aid Corporation
Interconnection Agreement
Application**

Case No. PU-2426-00-583

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 Mutual Aid Corporation, Case No. PU-2426-00-583.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

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

Case No. PU-2426-00-583

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 Mutual Aid Corporation 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 Mutual Aid Corporation 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.

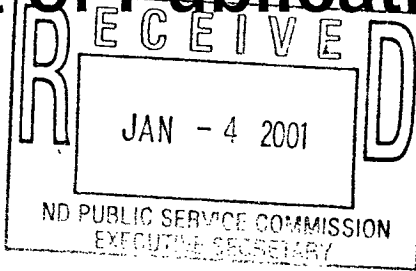
PUBLIC SERVICE COMMISSION


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:

1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
2. The newspapers listed on the exhibits published the advertisement of:
US Link ... New Edge, 1 time(s)
as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Signed: [Signature]

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

[Signature]

- 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 CC: Comm Legal Illona Jerry
- 6 **PU-2204-00-590** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
01/04/2001 CC: Comm Legal Illona 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 Illona Jerry

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 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-2426-00-583** Pages: 4

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

11/22/2000

CC: Comm Legal Ilona 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

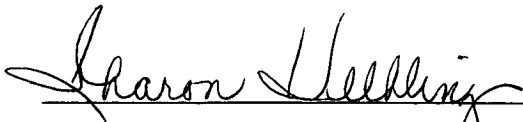
Sharon Helbling further deposes and says that on the **24th day of November, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

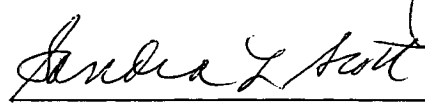
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

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.

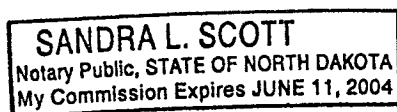
Subscribed and sworn to before me
this **24th day of November, 2000**.





Notary Public

SEAL



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 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



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Barb Berkenpas

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William Brudvik

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Don Lee

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Janis Peterson

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Harumi Yamamoto

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Ruth Holder

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Jerome Tishmack
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PO Box 230
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Jerome Tishmack
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L Dan Wilhelmson
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Glenn Richards
Glenn Richards
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Ronald Laqua
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Halstad MN 56548-0055

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Diane Clark
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520 Broad St 7th Fl
Newark NJ 07102

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Keith Anderson
Inter-Community Telephone Co. II
PO Box 8
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nschmid@acginc.net
Neil Schmid
Ionex Communications North Inc
5710 LBJ Frwy Ste 215
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John Sullivan
McLeodUSA

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Sioux Falls SD 57104-6711

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Dennis Hill
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Cathy Juul
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Ray ND 58849-0038

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Lenora Hall
U S Geological Survey

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K Vannin
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Keith Anderson
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Tony Susak
VoCall Communications Corp
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Mountainside NJ 07092

bonniek@westriv.com
Bonnie Krause
West River Telecomm Coop
PO Box 467
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pihland@means.net
Paul Ihland
Wolverton Telephone Company
Wolverton MN 56594

Myer Shark
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 Shar
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 Hill
Dakota Central Tele Coop
PO Box 299
Carrington ND 58421-0299

Robert Hi
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
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PU-2426-00-583

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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

MOTION

APPROVED
DATE: 11-22-00
KME

November 22, 2000

**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

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
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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**

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

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
Commissioner

Bruce Hager
President

Leo M. Reinbold
Commissioner



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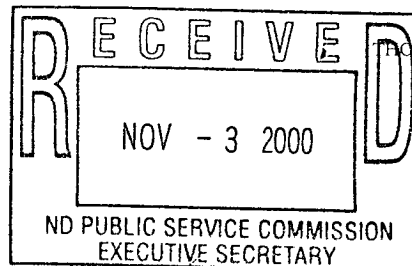
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November 2, 2000

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.

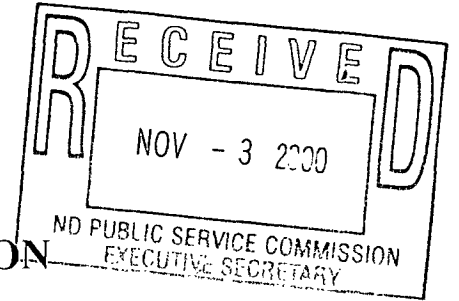
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1 PU-2426-00-583

Pages: 28

Interconnection Agreement application

by Western Wireless Corporation/Polar Communicatic
11/03/2000 CC: Comm Legal Illona Jerry



**WIRELESS INTERCONNECTION
AGREEMENT**

BETWEEN

POLAR COMMUNICATIONS MUTUAL AID CORPORATION

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 Communications Mutual Aid Corporation ("Polar") 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, Polar 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, Polar 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, Polar 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 Polar 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 Polar or WWC, and "Parties" means Polar 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 Polar'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 Polar 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 Polar and WWC. Polar'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 Polar local exchange end user customers' traffic for which Polar 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 Polar'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). Polar 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 Polar 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 Polar 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 Polar for such services, Polar 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 Polar 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 Polar 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 Polar and WWC. Additional arrangements that may be agreed to in the future will be delineated in Attachment C to this agreement.

4.1 Type 1 Connection at Cavalier: WWC has been assigned two one thousand groups of numbers (701/265-2XXX and 701/265-7XXX) at Polar's Cavalier host switch. A two-way direct trunk group is provisioned between the Cavalier host switch and WWC's network. Applicable tariff charges for establishing and provisioning the two-way trunk group are billed by Polar to WWC.

A. Landline to Wireless:

1. Calls from Polar's customers at Cavalier (701/265) and other Polar exchanges that have non-optional two-way EAS with Cavalier (Crystal (701/657), Drayton (218/455 and 701/454), Edinburg (701/993), Neche (701/886), and St. Thomas (701/345)) to WWC's customers served by 701/265-2XXX and 701/265-7XXX numbers are routed over the two-way direct trunk group from the Cavalier host switch to WWC's network.
2. Calls from customers in other Local Exchange Carriers exchanges that have non-optional two-way EAS with Cavalier: US West's Pembina exchange, and United Telephone Mutual Aid Corporation's Walhalla exchange, to WWC customers served by 701/265-2XXX and 701/265-7XXX numbers are routed over the two-way direct trunk group from the Cavalier host switch to WWC's network, only if the originating Local Exchange Carrier enters into a transiting agreement with Polar for transiting these calls to WWC.
3. All other calls to WWC customers served by 701/265-2XXX and 701/265-7XXX, are routed in accordance with BellCore Traffic Routing Administrative instructions.

B. Wireless to Landline:

1. Calls from WWC's customers served by 701/265-2XXX and 701/265-7XXX numbers to Polar's customers at Cavalier (701/265), Crystal (701/657), Drayton (218/455 and 701/454), Edinburg (701/993), Neche (701/886), and St. Thomas (701/345) are routed over the two-way direct trunk group from

WWC's network to Cavalier host switch and terminated by Polar to its customers, as appropriate. These calls are subject to Type 1 Network Usage Charge, as outlined in Section 5 below.

2. Calls from WWC's customers served by 701/265-2XXX and 701/265-7XXX numbers to customers in other Local Exchange Carriers exchanges that have non-optional two-way EAS with Cavalier: US West's Pembina exchange, and United Telephone Mutual Aid Corporation's Walhalla exchange, are routed over the two-way direct trunk group from the WWC's network to Cavalier host office and delivered by Polar to the connecting company for termination, as appropriate. These calls are subject to Type 1 EAS Switching and Transport charge, outlined in Section 5 below.
3. Calls from WWC customers with NPA/NXX other than 701/265-2XXX and 701/265-7XXX to Polar customers are routed in accordance with Telcordia's Traffic Routing Administration instructions.

4.2 Type 2B Interconnection at Cavalier: Type 2 interconnection and arrangements are based on the existing rate center designation for WWC's NPA/NXX. WWC shall notify Polar, in writing, of any change to the rate center designation for NPA/NXX(s) with rate center designation of Cavalier, sixty days in advance of making such change. Routing of traffic shall be as described in this Section, except that alternatives, may be employed in the event of emergency or temporary equipment failure. A two-way trunk group is provisioned between Polar's Cavalier switch and WWC's point of presence in Cavalier exchange, with the point of interconnection designated at the Polar's Cavalier switch. This trunk group is provisioned in connection with WWC's NPA/NXX of 701/521 with the rate center designation of Cavalier exchange. Applicable tariff charges for establishing and provisioning these trunk groups are billed by Polar to WWC.

A. Landline to Wireless:

1. Calls from Polar's customers in Cavalier exchange (701/265) and Polar's customers in remote exchanges hosted by Cavalier switch that have non-optional two-way EAS with Cavalier (Crystal (701/330), Drayton (701/454), Neche (701/886), and St. Thomas (701/257)) to WWC customers served by NPA/NXX of 701/521 shall be routed to the Cavalier switch and delivered via the two-way trunk group to WWC.
2. All other landline to wireless calls involving WWC's NPA/NXX of 701/521 shall be routed in accordance with Telcordia's Traffic Routing Administration instructions.

B. Wireless to Landline:

1. Calls from WWC's customers served by NPA/NXX of 701/521, or customers of another CMRS provider that has entered into roaming arrangement with WWC while roaming in MTA #12, to Polar's customers in Cavalier exchange (701/265) and Polar's customers in remote exchanges hosted by Cavalier switch that have non-optional two-way EAS with Cavalier (Crystal (701/330), Drayton (701/454), Neche (701/886), and St. Thomas (701/257)), shall be routed from WWC's network via the two-way direct trunk group to the Polar's Cavalier switch for termination by Polar to its customers, as appropriate.
2. All other wireless to landline calls shall be routed in accordance with Telcordia's Traffic Routing Administration instructions.

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

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 4.2, 4.3, 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 Polar for termination to its customers as described in Sections 4.2, 4.3, and Attachment C, as applicable. WWC shall compensate Polar at Polar's applicable access tariff rates for all Non-Local Traffic.

5.3 Traffic Subject to Originating Compensation

Originating access compensation is applicable to all Non-Local Traffic originated by Polar's customers on Polar's network and delivered to WWC via the two-way trunk group, as provided for in section 4.2, and Attachment C, as applicable.

WWC shall compensate Polar at Polar's applicable access tariff rates for all Non-Local Traffic.

5.4 Type 1 Services

A. The following charges apply to Type 1 Services described in Section 4.1, and in Attachment C, as applicable:

- | | |
|--|------------|
| 1. Network Usage Charge, per terminating minute of use | \$0.016982 |
| 2. Switching and Transiting Charge for EAS traffic terminating to another LEC, per minute of use | \$0.024150 |

B. In connection with section 4.1, and similar arrangements in Attachment C, to the extent that Polar subsequently enters into an agreement with US West, or United Telephone Mutual Aid Corporation, or another LEC that alters its current financial obligations related to the exchange of EAS traffic, and such change results in terminating compensation being due, WWC agrees it shall have the same obligations with regard to type 1 EAS traffic from its telephone numbers in Polar offices as does Polar.

5.5 Calculation of Payments and Billing.

5.5.1 WWC will compensate Polar for Local and Non-Local Traffic delivered to Polar for termination to its customers, as prescribed and at the rates provided in Sections 5.1 and 5.2, and for Non-Local Traffic originated by Polar's customers on Polar's network and delivered over the two-way direct trunk group to WWC for termination to its customers, as prescribed and at the rates provided in 5.3, preceding. WWC will also compensate Polar for Type 1 Services, as prescribed and at the rates provided in Section 5.4. Polar will compensate WWC for Local Traffic originated by Polar's customers on Polar's network and delivered to WWC over the two-way trunk group for termination to its customers, as described in Section 4.2 and at the rate provided in Section 5.1.

5.5.2 Polar shall prepare a monthly billing statement to WWC which will separately reflect the calculation of Reciprocal Compensation, Terminating Compensation, Originating compensation, compensation for Type 1 Services, and total compensation due Polar. Polar shall use the recorded terminating or transiting traffic over the Type 1 connection, described in Section 4.1 and total terminating traffic, described in Section 4.2 and 4.3 above, recorded by either Polar or USWEST for billing WWC. Polar shall use total originating traffic recorded by Polar for billing WWC. WWC shall prepare a monthly billing statement to Polar reflecting the calculation of Reciprocal Compensation due WWC.

5.5.3 To facilitate billing by Polar, WWC shall provide Polar 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 Polar customers (i.e., traffic subject to Reciprocal Compensation, in accordance with 5.1, above, or Terminating Compensation in accordance with 5.2 above). To facilitate billing by WWC, Polar shall provide WWC on a monthly basis, subject to availability, Polar usage information showing total minutes of Local Traffic originated by Polar's customers that terminate to WWC customers as described in Section 4.2.

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 2.5% Non-Local Traffic factor to the total traffic volumes in each direction as an estimate of the Non-Local Traffic being exchanged.

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.

5.5.6 Should WWC obtain network interconnection facilities from Polar, the charges for such facilities shall be determined based on Polar's applicable tariff. Where these facilities are used in connection with a Type 2 interconnection arrangement for two-way traffic, the applicable monthly recurring charges billed by Polar will be reduced by the percentage representing the traffic originated by Polar to the total traffic exchanged over the interconnection facilities. For the initial term of this Agreement, it is assumed that 20% of the traffic exchanged between Polar and WWC terminates on WWC's network and therefore the charges for Type 2 interconnection facilities provisioned by Polar shall be reduced by 20%. Actual percentage may be used when sufficient and verifiable data is available, in the subsequent terms of the Agreement.

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 Polar 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 Polar in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between WWC and Polar, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by WWC or Polar in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between WWC and Polar 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 Communications Mutual Aid Corporation
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

Polar Communications Mutual Aid Corporation

By: 

By: 

Printed: Gene DeJordy

Printed: David L. Dunning

Title: VP

Title: CEO

Attachment A

**Polar Communications Mutual Aid Corporation
NXX and CLLI Designations**

<u>Locality</u>	<u>NPA/NXX</u>		<u>CLLI</u>
ANETA	701	326	ANTANDXARS3
ARTHUR	701	967	ARTHNDXARS9
BROCKET	701	655	BRCKNDXARS6
CAVALIER	701	265	CVLRNDXA26G
CRYSTAL	701	657	CRYSNDXARS6
DAHLEN	701	384	DHLNNDXARS3
DRAYTON	701	454	DYTNNDXARS4
E DRAYTON	218	455	DYTNNDXARS4
EDINBURG	701	993	EDBGNDXARS9
FAIRDALE	701	966	FADLNDXARS9
GALESBURG	701	488	GLBGNDXARS4
HOOPLE	701	894	HPLENDXARS8
HUNTER	701	874	HNTRNDXADS0
INKSTER	701	865	INKSNDXARS8
LANKIN	701	593	LNKNNDXARS5
MICHIGAN	701	259	MCGNNDXARS2
NÉCHE	701	886	NCHENDXARS8
NEKOMA	701	949	NEKMNDXARS9
NIAGARA	701	397	NGRANDXARS3
PARK RIVER	701	284	PKRVNDXA28G
PETERSBURG	701	345	PTBGNDXARS3
ST THOMAS	701	257	STTMNDXARS2

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