

DIVIDER

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

PU-2484-01-49

**Citizens Telecommunications Co. of ND/Comm South C
Interconnection Agreement**

Application

01

Filed 1/30/2001

Closed 3/29/2001

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Tuesday, May 29, 2001 12:34 PM
To: Scott, Sandi L.
Subject: FW: Money Received.....

-----Original Message-----

From: Geiger, Gloria A.
Sent: Tuesday, May 29, 2001 12:27 PM
To: Bauske, Shelly A.
Subject: RE: Money Received.....

-----Original Message-----

From: Bauske, Shelly A.
Sent: Friday, May 25, 2001 4:13 PM
To: Geiger, Gloria A.
Subject: Money Received.....

Case No. PU-2483-01-49
Comm South Companies
\$58.03
7700 8503 248 21049

Case No. PU-314-97-193
Qwest
7700 8503 248 07193 \$240.47

Case No. PU-314-00-198
Qwest
7700 8503 248 20198 \$125.95

Total amount of Qwest check is \$366.42

Case No. PU-400-00-521
Northern States Power (Xcel)
\$39,600.77

7700 8503 248 20521

12 PU-2484-01-49 Pages: 0
\$58.03 received
by Qwest Corporation
05/30/2001 CC: Comm Legal Ilona Jerry .

604 PU-314-97-193 Pages: 0
\$240.47 received
by Qwest Corporation
05/30/2001 CC: Comm Legal Ilona Pat .

98 PU-314-00-198 Pages: 0
\$125.95 received
by Qwest Corporation
05/30/2001 CC: Comm Legal PUD (3)

120 PU-400-00-521 Pages: 0
\$39,600.77 received
by Northern States Power Company
05/29/2001 CC: Comm Legal Ilona, Pat, Jerry Mike .

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, May 07, 2001 1:58 PM
To: Geiger, Gloria A.; Scott, Sandi L.
Subject: Money Received.....

Case No. PU-2483-01-49
Citizens Communications
\$58.04

11 **PU-2484-01-49** Pages: 0

\$58.04 received

by Citizens Telecommunications Co. of ND/Midcontine

05/07/2001

CC: Comm Legal Ilona Jerry .

APPROVED

DATE: 4-11-01
KMF

MOTION

April 11, 2001

Citizens Telecommunications Company of
North Dakota/Comm South Companies, Inc.
Interconnection Agreement
Application

Case No. PU-2483-01-49

I move the Commission bill Citizens Telecommunications Company of North
Dakota and Comm South Companies, Inc. for costs incurred to date in Case No. PU-
2483-01-49, Citizens Telecommunications Company of North Dakota/Comm South
Companies, Inc., Interconnection Agreement, Application.



Public Service Commission

State of North Dakota

COMMISSIONERS

Susan E. Wefald, President
Leo M. Reinbold
Anthony T. Clark

Executive Secretary
Jon H. Mielke

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

April 11, 2001

Lance A Tade
Citizens Communications
4 Triad Ctr Ste 200
Salt Lake City UT 84180

Roy Harsila
Comm South Companies Inc
2909 N Buckner Blvd Ste 800
Dallas TX 76228

RE: Case No. PU-2483-01-49
Citizens Telecommunications Company of North Dakota/
Comm South Companies, Inc.
Interconnection Agreement
Application

Enclosed is a copy of the statement approved at the April 11, 2001 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2483-01-49.

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

April 11, 2001

Citizens Telecommunications Company of
North Dakota/Comm South Companies, Inc.
Interconnection Agreement
Application

Case No. PU-2483-01-49

Expenses Incurred to Date:

Advertising Costs	\$116.07
-------------------	----------

Amount Due:

Citizens Telecommunications Company of ND	\$58.04
Comm South Companies, Inc.	\$58.03

Send Payment and a Copy of this Statement To:

Public Service Commission
600 E Boulevard Ave Dept 408
Bismarck ND 58505-0480

Federal Tax ID 45-0309764

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Citizens Telecommunications Company of North
Dakota/Comm South Companies, Inc.
Interconnection Agreement
Application

Case No. PU-2483-01-49

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 **29th day of March, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order

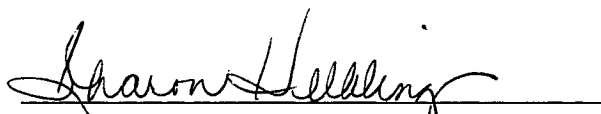
The envelopes were addressed as follows:

Lance A Tade
Citizens Communications
4 Triad Ctr Ste 200
Salt Lake City UT 84180
Cert. No. 7000 0520 0022 8654 2104

Roy Harsila
Comm South Companies Inc
2909 N Buckner Blvd Ste 800
Dallas TX 76228
Cert. No. 7000 0520 0022 8654 2111

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

Subscribed and sworn to before me
this **29th day of March, 2001**.





Notary Public

SEAL

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

9

PU-2484-01-49

Pages: 1

Affidavit of Service by Mail

by Public Service Commission

03/29/2001

CC: Comm Legal Ilona Jerry

APPROVED

MOTION

DATE: 3-28-01
KMF

March 28, 2001

**Citizens Telecommunications Company of North
Dakota/Comm South Companies, Inc.
Interconnection Agreement
Application**

Case No. PU-2483-01-49

I move the Commission adopt the Order Approving Interconnection Agreement in the application for approval of a service resale agreement negotiated between Comm South Companies, Inc. and Citizens Telecommunications Company of North Dakota, Case No. PU-2483-01-49.

JRL/sdh

8

PU-2484-01-49

Pages: 1

Motion

by Public Service Commission

03/28/2001

CC: Comm Legal Ilona Jerry .

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Citizens Telecommunications Company of North
Dakota/Comm South Companies, Inc.
Interconnection Agreement
Application**

Case No. PU-2483-01-49

ORDER APPROVING INTERCONNECTION AGREEMENT

March 28, 2001

On January 31, 2001, Citizens Telecommunications Company of North Dakota (Citizens) filed an application for approval of a service resale agreement negotiated with Comm South Companies, Inc. of Dallas, Texas. This agreement sets forth rates, terms and conditions under which Citizens agrees to provide services for resale.

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 that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

On February 7, 2001, the Commission issued a Notice of Opportunity to File Written Comments which provided that the Commission would receive written comments on the agreement until March 15, 2001. No comments have been received.


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

Order


The Commission orders:

1. The service resale agreement negotiated between Comm South Companies, Inc. and Citizens Telecommunications Company of North Dakota, filed with the Commission on January 31, 2001, 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



Anthony T. Clark
Commissioner



Susan E. Wefald
President



Leo M. Reinbold
Commissioner

Affidavit of Publication

State of North Dakota)
County of Burleigh)

MAR - 8 2001

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:
@ Link Networks, 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: Laurie Thiel

Subscribed and sworn to before me this 2nd day of March A.D. 2001.

Laurie Schaffer

7 **PU-2405-01-39** Pages: 11
Affidavit of Publication

7 **PU-2057-01-40** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.

6 **PU-2482-01-47** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.

6 **PU-2483-01-48** Pages: 11
Affidavit of Publication

6 **PU-2484-01-49** Pages: 11
Affidavit of Publication

6 **PU-2038-01-52** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.

6 **PU-2463-01-53** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**@link Networks, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2405-01-39**

**McLeodUSA Telecommunications Services,
Inc./Qwest Corporation
Interconnection Agreement Amendments
Application** **Case No. PU-2057-01-40**

**Preferred Carrier Services, Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2482-01-47**

**Citizens Telecommunications Company of North
Dakota/Midcontinent Communications
Interconnection Agreement
Application** **Case No. PU-2483-01-48**

**Citizens Telecommunications Company of North
Dakota/Comm South Companies, Inc.
Interconnection Agreement
Application** **Case No. PU-2483-01-49**

**IdeaOne Telecom Group, LLC/Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2038-01-52**

**Integra Telecom of North Dakota, Inc./Qwest
Corporation
Interconnection Agreement Amendment
Application** **Case No PU-2463-01-53**

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 **8th day of February, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **nine**

5 **PU-2484-01-49** Pages: 4

Affidavits of Service by Mail

by Public Service Commission

02/07/2001

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. 7000 0520 0022 8654 0360

Jennifer Aviles
@link Networks Inc
2220 Campbell Creek Blvd Ste 110
Richardson TX 75082
Cert. No. 7000 0520 0022 8654 0384

Lance A Tade
Citizens Communications
9672 South 700 East Ste 101
Sandy UT 84070-3555
Cert. No. 7000 0520 0022 8654 0438

Alex Valencia
Preferred Carrier Services Inc
14681 Midway Rd Ste 105
Addiston TX 75001
Cert. No. 7000 0520 0022 8654 0452

Doug Sattler
IdeaOne Telecom Group LLC
3239 39th St SW
Fargo ND 58104
Cert. No. 7000 0520 0022 8654 0476

John Munn
Qwest Corporation
1801 California St Rm 5100
Denver CO 80202
Cert. No. 7000 0520 0022 8654 0377

Lauraine Harding
McLeodUSA
6400 C St SW
Cedar Rapids IA 52406-3177
Cert. No. 7000 0520 0022 8654 0414

Roy Harsila
Comm South Companies Inc
2909 N Buckner Blvd Ste 800
Dallas TX 76228
Cert. No. 7000 0520 0022 8654 0469

Deborah Harwood
Integra Telecom of North Dakota Inc
19545 NW Von Neumann Dr Ste 200
Beaverton OR 97006
Cert. No. 7000 0520 0022 8654 0445

Sharon Helbling further deposes and says that on the **8th day of February, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **three** 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

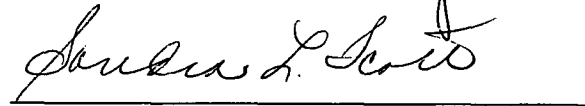
Dir-Interconnection Compliance
Qwest Corporation
1801 California St Rm 2410
Denver CO 80202

Wallace R Goulet
Gunhus Grinnell Klinger Swenson Guy Ltd
500 2nd Ave N Ste 514
Fargo ND 58102

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

Subscribed and sworn to before me
this **8th day of February, 2001.**





Notary Public

SEAL



STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

@link Networks, Inc./Qwest Corporation Case No. PU-2405-01-39
Interconnection Agreement Amendments
Application

McLeodUSA Telecommunications Services, Case No. PU-2057-01-40
Inc./Qwest Corporation
Interconnection Agreement Amendments
Application

Preferred Carrier Services, Inc./Qwest Corporation Case No. PU-2482-01-47
Interconnection Agreement
Application

Citizens Telecommunications Company of North Case No. PU-2483-01-48
Dakota/Midcontinent Communications
Interconnection Agreement
Application

Citizens Telecommunications Company of North Case No. PU-2483-01-49
Dakota/Comm South Companies, Inc.
Interconnection Agreement
Application

IdeaOne Telecom Group, LLC/Qwest Corporation Case No. PU-2038-01-52
Interconnection Agreement Amendment
Application

Integra Telecom of North Dakota, Inc./Qwest Case No PU-2463-01-53
Corporation
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 **8th day of February, 2001**, 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

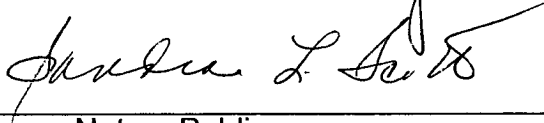
The envelopes were addressed as follows:

See Attached List

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

Subscribed and sworn to before me
this **8th day of February, 2001**.





Notary Public

SEAL



PU-2484-01-49

Copies To:

State Library (8 copies)

Historical Society

Associated Press

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Ruth Holder

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520 Broad St 7th Fl
Newark NJ 07102

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Keith Anderson
Inter-Community Telephone Co. II
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Marcus Y Milam

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Sharon Killebrew
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Mandan ND 58554-0727

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Patti Schaner
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Lenora Hall
U S Geological Survey

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Anne Franklin
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Kent Blickensderfer
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Marcy Dickerson
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State Capitol
Bismarck ND 58505

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K Vannin
U S Geological Survey

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Richard Alyanak
U S WEST

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Sharon Berry
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Suzy Schwandt
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Louisville KY 40223

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Tony Susak
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Paul Ihland
Wolverton Telephone Company
Wolverton MN 56594

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

ACN Communications Services Inc
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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

Ann Faugh
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

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

Robert Hill
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
3046 Brecksville Rd #A
Richfield OH 44286-9399

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
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Fargo ND 58108

Ronald Rodemerck
Frontier Comm International
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Geo Economics
PO Box 4272
Missoula MT 59806-4272

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

Group Long Distance Inc
400 E Atlantic Blvd
Pampano Beach FL 33060-6200

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
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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

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Dublin OH 43017

LDM Systems Inc
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New York NY 10022

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

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

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

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

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

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

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

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

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

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

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

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

RCN Long Distance Company
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Princeton NJ 08540

Sandra Adams
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Des Moines IA 50322
Lisa Dabkowski
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North Haven CT 06743

SRT Communications Inc
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Minot ND 58702-0789

Harris Saele
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Devils Lake ND 58301-0180

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

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

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Sioux Falls SD 57104-3660

T-Netix Inc
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Charles Steese
U S WEST
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Denver CO 80202

Giuseppe Vitale
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Las Vegas NV 89107

Kenneth Carlson
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Langdon ND 58249

Telecomm Dept
University of North Dakota
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Doris Cooper
West River Long Distance Co
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Hazen ND 58545-0467

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Bellevue WA 98006

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Kenneth Carlson
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Dennis Houston
Universal Network Services of ND
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Orange CA 92867

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

Mick Grosz
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

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

Helbling, Sharon D.

From: Helbling, Sharon D.

Sent: Thursday, February 08, 2001 8:05 AM

To: ndna (E-mail)

Subject: Notice of Opportunity for Hearing & Notice of Opportunity to File Written Comments

Please have the attached Notices published as legal publications in the ten North Dakota daily newspapers, and run them as "News Item Only" articles as well.

Please send the bill to the Public Service Commission, along with a tear sheet, for billing purposes. If you have any questions, please call me at 328-4076.

Thank you.

**Sharon Helbling
Public Utilities Division**



1.doc



1.doc

APPROVED

DATE: 2-7-01
KME

MOTION

February 7, 2001

**@link Networks, Inc./Qwest Corporation
Interconnection Agreement Amendments
Application**

Case No. PU-2405-01-39

**McLeodUSA Telecommunications Services, Inc./Qwest
Corporation
Interconnection Agreement Amendments
Application**

Case No. PU-2057-01-40

**Preferred Carrier Services, Inc./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2482-01-47

**Citizens Telecommunications Company of North
Dakota/Midcontinent Communications
Interconnection Agreement
Application**

Case No. PU-2483-01-48

**Citizens Telecommunications Company of North
Dakota/Comm South Companies, Inc.
Interconnection Agreement
Application**

Case No. PU-2483-01-49

**IdeaOne Telecom Group, LLC/Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2038-01-52

**Integra Telecom of North Dakota, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No PU-2463-01-53

I move the Commission issue a Notice of Opportunity to File Written Comments in the applications for approval of interconnection agreement amendments and interconnection agreements in the above captioned cases.

JRL/sdh

3

PU-2484-01-49

Pages: 1

Motion

by Public Service Commission

02/07/2001

CC: Comm Legal Ilona Jerry .

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**@link Networks, Inc./Qwest Corporation
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Application**

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Corporation
Interconnection Agreement Amendment
Application**

Case No PU-2463-01-53

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

February 7, 2001

On January 24, 2001, in Case No. PU-2405-01-39, Qwest Corporation (Qwest) filed an application for approval of the first, second and third amendments negotiated to its interconnection agreement with @link Networks, Inc. of Richardson, Texas. These amendments set forth rates, terms and conditions for unbundled dedicated interoffice transport and line sharing as well as deaveraged rates for unbundled two-wire loops.

On January 25, 2001, in Case No. PU-2057-01-40, Qwest filed an application for approval of a sixth amendment negotiated to its interconnection agreement with

2

PU-2484-01-49

Pages: 3

Notice of Opportunity to File Written
Comments
by Public Service Commission

02/07/2001

CC: Comm Legal Ilona Jerry .

McLeodUSA Telecommunications Services, Inc. of Cedar Rapids, Iowa. This amendment sets forth rates, terms and conditions for unbundled xDSL-I loops.

On January 31, 2001, in Case No. PU-2482-01-47, Qwest filed an application for approval of a service resale agreement negotiated with Preferred Carrier Services, Inc. of Addison, Texas. This agreement sets forth rates, terms and conditions under which Qwest agrees to provide services for resale.

On January 31, 2001, in Case No. PU-2483-01-48, Citizens Telecommunications Company of North Dakota (Citizens) filed an application for approval of an interconnection agreement negotiated with Midcontinent Communications of Sioux Falls, South Dakota. This agreement sets forth terms and conditions under which Citizens will assume the obligations of a previously approved agreement between Qwest and Midcontinent Communications.

Also on January 31, 2001, in Case No. PU-2484-01-49, Citizens filed an application for approval of a service resale agreement negotiated with Comm South Companies, Inc. of Dallas, Texas. This agreement sets forth rates, terms and conditions under which Citizens agrees to provide services for resale.

On February 1, 2001, in Case No. PU-2038-01-52, Quest filed an application for approval of a second amendment negotiated to its interconnection agreement with IdeaOne Telecom Group LLC of Kindred, ND. This amendment sets forth rates, terms and conditions for CLEC to CLEC cross connects and sub-loop unbundling.

Also on February 1, 2001, in Case No. PU-2463-01-53, Qwest filed an application for approval of a first amendment negotiated to its interconnection agreement with Integra Telecom of North Dakota, Inc. This amendment sets forth rates, terms and conditions for unbundled network elements combinations, customized routing and shared interoffice transport.

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:

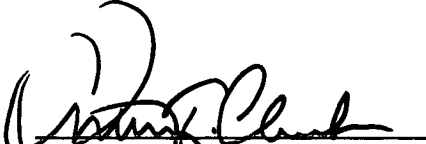
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

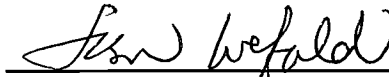
In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

The Commission will receive written comments on these agreements until March 15, 2001.

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


Anthony T. Clark
Commissioner


Susan E. Wefald
President


Leo M. Reinbold
Commissioner



January 29, 2001

Mr. John Mielke
Executive Secretary
North Dakota Public Service Commission
State Capital Building, 12th Floor
Bismarck, ND 58505

RE: Resale Agreement for Telecommunications Services between Citizens Telecommunications Company of North Dakota and Comm South Companies, Inc.

Dear Mr. John Mielke:

Citizens Telecommunications Company of North Dakota ("CTC-North Dakota") hereby submits for approval by the North Dakota Public Service Commission ("Commission") the enclosed "Agreement Regarding the Sale of Citizens' Telecommunications Services to Reseller for the Purpose of Resale" dated November 30, 2000 (the "Agreement"), which provides for Comm South Companies, Inc. ("Comm South") to interconnect with CTC-North Dakota. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252 (e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the Act") and the requirements of North Dakota Century Code 49-21-01.7(8).

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the commission finds that

- (1) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (2) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

CTC-North Dakota respectfully submits that the Agreement provides no basis for either of these findings and, thus, requests that the Commission approve the Agreement expeditiously. First, the Agreement does not discriminate against any other telecommunications carrier because CTC-North Dakota has made the terms of the Agreement available to other carriers. Second, the Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of North Dakota, the Commission, the U.S. Congress and the Federal Communications Commission. The Agreement will enable Comm South to provide service to, and interconnect with, a greater number of telecommunications customers in North Dakota. Expeditious approval

of this Agreement will facilitate immediate competition in the wireless telecommunications market.

CTC-North Dakota further requests that the Commission approve this Agreement without a hearing and without allowing the intervention of other parties. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a part of the negotiations. Expeditious approval would further the public interest.

Enclosed are an original and seven copies of this filing. Also included is a copy of this letter. Please return the copy of this letter, date-stamped in the enclosed postage-paid envelope.

If you have any questions regarding this matter, please contact me at 801-553-0240 (voice), 801-553-0905 (fax) or ltade@czn.com (e-mail).

Sincerely,



Lance A. Tade
Manager – State Government Affairs
Citizens Communications
9672 South 700 East, Suite 101
Sandy, UT 84070-3555

cc: Jenny Smith w/attachments
Barbara Snider w/o attachments

ORIGINAL

AGREEMENT BETWEEN

CITIZENS TELECOMMUNICATIONS COMPANY

OF NORTH DAKOTA

and

Comm South Companies, Inc.

Dated: November 30, 2000

TABLE OF CONTENTS

1. TERM OF THE AGREEMENT
2. DEFINITIONS
3. SERVICE TO END USERS
4. CITIZENS' PROVISION OF SERVICES TO RESELLER
5. MAINTENANCE OF SERVICES
6. ESTABLISHMENT OF SERVICE
7. PAYMENT AND BILLING ARRANGEMENTS
8. DISCONTINUANCE OF SERVICE TO END USERS
9. DISCONTINUANCE OF SERVICE TO RESELLER
10. GENERAL PROVISIONS
11. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES
12. LIABILITY
13. CONFIDENTIALITY AND PUBLICITY
14. ESCALATION DISPUTE RESOLUTION AND MEDIATION
15. LIMITATION OF USE
16. WAIVERS
17. GOVERNING LAW
18. NOTICES
19. FORCE MAJEURE
20. INDEPENDENT CONTRACTORS
21. REGULATORY APPROVALS
22. SEVERABILITY
23. AMENDMENTS
24. ASSIGNMENT
25. NO RIGHTS TO THIRD PARTIES
26. HEADINGS
27. EXECUTED IN COUNTERPARTS
28. ENTIRE AGREEMENT

EXHIBIT A

**Agreement Regarding
The Sale of Citizen's Telecommunications Services
to Reseller For The Purposes of Resale**

THIS AGREEMENT, dated November 30, 2000, is by and between Citizens Telecommunications Company of North Dakota, ("Citizens"), a Delaware corporation, and Comm South Companies, Inc ("Reseller"), a Texas corporation, and will be deemed effective the first business day after State Commission approval. Citizens and Reseller may also be referred to herein collectively as the "Parties" and singularly as a "Party".

Citizens Telecommunication Company of North Dakota is a local exchange telecommunications company authorized to provide telecommunications services in the state of North Dakota; and

Reseller is a competitive local exchange telecommunications company authorized to provide telecommunications services in Citizens' service area in the state of North Dakota (hereinafter referred to as "Requested State"); and

Reseller desires to resell certain Citizens' telecommunications services; and

Citizens has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

For and in consideration of the mutual premises and promises contained herein, Citizens and Reseller do hereby agree as follows:

1. TERM OF THE AGREEMENT:

A. The term of this Agreement, dated November 30, 2000, will be one year beginning the first business day after State Commission approval and will apply to Citizens Telecommunication Company of North Dakota serving territory in the state of North Dakota.

B. This Agreement will be automatically renewed for one successive one (1) year periods unless either Party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other Party no later than sixty (60) days prior to the end of the then-existing contract period.

2. DEFINITIONS:

A. "End User Of Record" means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

B. "End User" means the ultimate user of the telecommunications services being resold by Reseller. "End User" will mean an end user customer within Citizens' operating area, which is presently an End User of Citizens.

C. "End User Customer Location" means the physical location of the premises where an End User makes use of the telecommunications services.

D. "Competitive Local Exchange Company" ("CLEC") means a telephone company certificated by the Public Service Commission(s) ("PSC") of Citizens' franchised area to provide local exchange service within Citizens' franchised area, and which has a Local Exchange Company Tariff approved by the applicable PSC.

E. "Resale" means an activity wherein a certificated CLEC, such as Reseller subscribes to the retail telecommunications services of Citizens and then re-offers those telecommunications services to the public with or without "adding value".

F. "Local Interconnection Guide" (the "Guide") means the document provided to Reseller by Citizens, included by reference herein and made a part hereof, which outlines the process and procedures for ordering and maintaining Resale Services. This document may be updated from time to time by Citizens.

G. Reseller may purchase resale services from Citizens for their own use in operating its business provided, however, it must hold it self out and actually provide service primarily to end users other than its self or affiliated companies.

3. SERVICE TO END USERS:

A. Reseller will be the End User of Record for all services purchased from Citizens. Except as otherwise specified herein, Citizens will only take orders from, bill and expect payment from Reseller for all services. Reseller will be Citizens' single point of contact for all services purchased pursuant to this Agreement.

B. Citizens will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Citizens.

C. Citizens maintains the right to serve directly any End User within Citizens' serving area. Citizens will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Reseller.

D. Neither Party will interfere with the right of any person or entity to obtain service directly from the other Party.

E. An End User may retain its current telephone number, unless the End User has past due charges associated with the Citizens' account for which payment arrangements have not been made. Citizens will not, however, make the End User's previous telephone number available to Reseller until the End User's outstanding balance has been paid.

F. Telephone numbers associated with Citizens' retail telecommunication services offered for resale are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by Citizens, and no right to the continuance of service through any particular central office. Citizens reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in the local exchange telecommunications industry.

G. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

H. Service will be discontinued by Citizens if any law enforcement agency advises that the service is being used in violation of the law.

I. Citizens can refuse to provide service to Reseller when it has reasonable grounds to believe that service will be used in violation of the law.

4. CITIZENS' PROVISION OF SERVICES TO RESELLER:

A. Reseller agrees that its resale of Citizens services will be as follows:

a. The resale of telecommunications services will be limited to End Users and uses conforming to the class of service restrictions in Citizens' Local Exchange Service Tariff in the Requested State and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable PSC.

b. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection will apply at Citizens' sole discretion. Interest at the rate of 6% per day, the maximum allowed by law, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to Citizens may be assessed.

c. Citizens reserves the right to periodically audit services purchased by Reseller to establish compliance with 4Aa, above. Such audit will not occur more than once in a calendar year. Reseller will make any and all records and data available to Citizens or Citizens' auditors on a reasonable basis. Citizens will bear its own costs and those of Citizens' auditors for said audit.

B. Resold services can only be used in the same manner as specified in Citizens' Tariff filed in the Requested State. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Citizens in the appropriate section of Citizens' Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer.

C. Reseller may resell Citizens' services only within the specific Citizens' service area as defined in Citizens' Tariff.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.

E. Law enforcement agency subpoenas and court orders regarding End Users of Reseller will be directed to Reseller. Citizens will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller End Users. Citizens will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Reseller's End Users.

F. Reseller may resell the tariffed retail local exchange services of Citizens subject to the terms and conditions specifically set forth herein and as described in Exhibit A attached hereto. Notwithstanding the foregoing, the following are not available for purchase: grandfathered services; promotional and trial retail service offerings of less than ninety (90) days duration; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services; legislatively or administratively mandated specialized discounts (e.g., educational institution discount) and discounted services to meet competitive situations.

G. White page directory listings will be provided in accordance with regulations set forth in Citizens' Local Exchange Service Tariff.

H. Reseller agrees to abide by the terms and conditions of the Guide, which is incorporated by reference herein.

I. Reseller is liable for all fraud associated with service to its End Users and accounts. Citizens takes no responsibility, will not investigate, and will make no adjustments to Reseller's account in cases of fraud unless such fraud is the result of an intentional act or gross negligence of Citizens'. Notwithstanding the foregoing, if Citizens becomes aware of potential fraud with respect to Reseller's accounts, Citizens will promptly inform Reseller and, at the direction of Reseller, take reasonable action to mitigate the fraud where such action is possible. Further, notwithstanding the foregoing, if Reseller orders a resold line to be equipped with blocking, where such blocking is available, and Citizens fails to so equip the line, Citizens will not require Reseller to pay any charges due Citizens for charges that should have been blocked. However, Reseller remains liable for intraLATA toll calls if the resold line is equipped with toll blocking by Citizens and an End User bypasses a blocking arrangement and makes toll calls by some other means.

5. MAINTENANCE OF SERVICES:

A. Services resold by Citizens will be maintained by Citizens, up to and including the Network Interface Device.

B. Reseller or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Citizens, other than by connection or disconnection to any interface means used.

C. Reseller accepts responsibility to notify Citizens of situations that arise that may result in a service problem.

D. Reseller will be the single point of contact for all repair calls on behalf of Reseller's End Users.

E. Reseller will contact the appropriate repair centers in accordance with procedures established by Citizens.

F. For all repair requests, Reseller accepts responsibility for adhering to Citizens' prescreening guidelines prior to referring the trouble to Citizens.

G. Citizens will bill Reseller for handling troubles that are found not to be in Citizens' network pursuant to its standard time and material charges as set forth in Citizens' Tariff.

H. Citizens reserves the right to contact Reseller's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which Reseller may initiate. If Citizens contacts a Reseller End User, Citizens will use commercially reasonable efforts under the circumstances to also contact Reseller within a reasonable amount of time.

6. ESTABLISHMENT OF SERVICE:

A. Reseller must provide the appropriate Citizens' representative the necessary documentation to enable Citizens to establish a master account for Reseller. Such documentation will include a completed CLEC Master Account Questionnaire, proof of authority to provide resold telecommunications services within Citizens' territory, proof that tariffs are on file and approved by the applicable PSC, and a tax exemption certificate, if applicable. Citizens will begin taking orders for the resale of service after the necessary documents have been provided to Citizens, necessary deposit requirements are met, and this Agreement has been approved by the appropriate state PSC.

B. Service orders and preorders will be in a standard format designated by Citizens as set forth in the Guide. Service orders fees will apply as set forth in Citizens' Tariff.

C. When notification is received from Reseller that a current End User of Citizens will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D. When an existing End User of Citizens switches to Reseller, Reseller must provide Citizens with the end user line numbers and applicable feature detail, as set forth in the Guide.

E. Citizens will require Reseller to obtain a Letter of Authorization ("LOA") signed by the End User prior to converting an existing service for such End User with Reseller, as set forth in the Guide. The Local Service Request ("LSR") will contain a notation that the LOA has been obtained, as well as the name of the End User that has signed the LOA. The LOA will be maintained in a file in electronic format at Reseller's premises, and will be available for inspection at Citizens' request.

F. Reseller will be the single point of contact with Citizens for all subsequent ordering activity resulting in additions or changes to resold services except that Citizens will accept a request directly from the End User for conversion of the End User's service from Reseller to Citizens or will accept a request from another CLEC for conversion of the End User's service from the Reseller to the other CLEC. Citizens will notify Reseller that such a request has been processed.

G. If Citizens determines that an unauthorized change in local service to an End User has occurred, Citizens will reestablish service with the appropriate local service provider and will assess Reseller as the CLEC initiating the unauthorized change, an unauthorized change charge of \$100 per occurrence, per line.

H. Citizens will, in order to safeguard its interest, require Reseller to make a deposit to be held by Citizens as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

I. Such deposit may not exceed two (2) months' estimated billing.

J. The fact that a deposit has been made in no way relieves Reseller from complying with Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Citizens providing for the discontinuance of service for non-payment of any sums due Citizens.

K. Citizens reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

L. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

In the case of a cash deposit, interest at the rate of 6% percent per annum will be paid to Reseller during the continuance of the deposit. Interest on a deposit will accrue annually. Such a deposit will be refunded or credited to the account when the Reseller has established credit or, in any event, after the Reseller has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Reseller.

M. Citizens will provide 911 Service to Reseller End User in the same manner that Citizens provides 911 Services to its own End Users. Reseller will provide Citizens with up to date name and address information for each Reseller End User for purposes of maintaining the 911 Master Street and Address Guide.

7. PAYMENT AND BILLING ARRANGEMENTS:

A. When the initial service is ordered by Reseller, and subject to Section 4, paragraph A, above, Citizens will establish one or more accounts receivable master accounts for Reseller.

B. Citizens will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. Citizens will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, franchise fees and Subscriber Line Charges on an individual end user account level. In the event that an individual End User does not presubscribe to an interexchange carrier, Reseller will be billed the applicable Primary Interexchange Carrier Charge (the "PICC"). Citizens will render bills each month on established bill days for each of Reseller's master accounts.

C. Payment of all charges will be the responsibility of Reseller. Reseller will make payment to Citizens for all services billed. Citizens is not responsible for payments not received by Reseller from Reseller's End User(s). Citizens will not become involved in billing disputes that may arise between Reseller and its End User(s). Payments made to Citizens as payment on account will be credited to an accounts receivable master account and not to an End User's account.

D. Payments will be due and payable upon receipt of the bill and will be considered late if not paid by the date specified on the bill (stated on the bill as either "Current Amount Due By" or "Current Amount Due By Date"), hereinafter referred to as ("Due Date"). Payment is considered to have been made when received by Citizens in immediately available funds.

If the Due Date falls on a Sunday or on a Holiday which is observed on a Monday, the Due Date will be the first non-Holiday day following such Sunday or Holiday. If the Due Date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the Due Date will be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the Due Date, a late payment penalty, as set forth in Paragraph I following, will apply.

E. When Reseller has provided proof of tax exempt certification, the total amount billed to Reseller will not include any taxes due from the End User. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the End User, unless, by law, Citizens is required to remit such tax.

F. If any portion of the payment is received by Citizens after the Due Date as set forth preceding, or if any portion of the payment is received by Citizens in funds that are not immediately available to Citizens, then a late payment penalty will be due to Citizens, as specified in Citizens applicable state tariff.

The late payment penalty will be the portion of the payment not received by the Due Date times a late factor. The late factor will be the highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the Due Date to and including the date that Reseller actually makes the payment to Citizens.

G. Any switched or flat rated (e.g., the PICC) access charges associated with interexchange carrier access to the resold local exchange lines will be billed to the interexchange carrier and are due to Citizens.

H. Citizens will not perform billing and collection services for Reseller.

I. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by Citizens within ninety (90) days after the bill is rendered, the account will be deemed correct and binding upon Reseller. Both Parties agree to use best efforts to resolve any billing disputes through informal discussions at a working level within thirty (30) days after receipt of notice thereof. If the billing dispute is not resolved within such thirty (30) day period, both Parties agree to escalate the dispute to their respective next level of management each week until such dispute is resolved. If the dispute is resolved in Citizens' favor, and Reseller has not already paid the disputed amount, the late payment fee referenced in Paragraph F, above, will apply to any such unpaid amount from the Due Date until full payment thereof is received by Citizens. If the dispute is resolved in Reseller's favor, and Reseller has already paid the disputed amount, Reseller will receive a credit for such amount, plus interest from the date such payment was received, calculated at the rate specified in Paragraph F, above. Both Parties will retain such detailed information as may reasonably be required for resolution of the dispute during the time such dispute is pending. Notwithstanding the foregoing, Reseller agrees to pay Citizens all costs and/or expenses, including reasonable attorney's fees, incurred by Citizens in its collection of any undisputed amounts.

J. No partial payment by Reseller will be treated otherwise than as a payment on the master account. The acceptance by Citizens of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, will be given no effect, and Citizens may accept such check without prejudice to any other rights or remedies which Reseller may have against Citizens and apply it as a partial payment. All invoices submitted to Reseller, or payments due by Reseller to Citizens, will be paid as such and will not be netted against any amount due from Citizens. In the event Reseller makes an overpayment to Citizens, such amount will not be liable for the interest or late payment fee associated with the overpayment. Citizens will promptly return such overpayment upon Reseller's request.

8. DISCONTINUANCE OF SERVICE TO END USER:

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

a. Citizens will temporarily deny service to Reseller's End User on behalf of, and at the request of Reseller. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of Reseller.

b. All requests by Reseller for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. Reseller is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).

c. Reseller will be made solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.

d. Citizens will advise Reseller when it is determined that annoyance calls are originated from one of their End User's locations. Citizens will be indemnified, defended and held harmless by Reseller and/or the End User against any claim, loss, or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in Citizens disconnecting the End User's service.

9. DISCONTINUANCE OF SERVICE TO RESELLER:

The procedures for discontinuing service to Reseller are as follows:

a. Citizens reserves the right to suspend or terminate service for nonpayment, or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of Citizens' Tariff, or this Agreement.

b. If payment of account is not received by the Due Date, Citizens may provide written notice to Reseller, that the payment is overdue and that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. Nothing contained herein will preclude Citizens' right to refuse additional applications for service without further notice. Late payment fees as set forth in Section 7F will also apply. Notification costs will be charged to the Reseller.

c. If payment of account or formal notice of billing dispute as set forth in Section 7, paragraph F is not received, or arrangements made, within thirty (30) days after the Due Date, the account will be considered in default and will be subject to denial, or disconnection, or both.

d. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, Citizens will provide thirty (30) days written notice of such noncompliance. If Reseller does not cure such noncompliance, Citizens may discontinue the provision of all existing services to Reseller at any time thereafter and Reseller will be obligated to notify its End Users that service will be discontinued (as specified in Section 6 hereof). In the case of such discontinuance, all billed charges, as well as applicable termination charges, will become due. If Citizens does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Reseller's noncompliance continues, nothing contained herein will preclude Citizens' right to discontinue the provision of the services to Reseller without further notice.

e. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Citizens will reestablish service at the request of Reseller upon payment of the appropriate connection fee and subject to Citizens' normal application procedures.

f. Where Reseller discontinues its provision of service to all or substantially all of its End Users, the Reseller must send advance written notice of such discontinuance to Citizens and to each of the Reseller's End Users. Such notice must include a verification that the Reseller has notified its End Users of the discontinuance, and must state the date on which such end user notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by the Reseller, Citizens will continue to serve the End User at its retail rates.

10. GENERAL PROVISIONS:

A. The provision of services by Citizens to Reseller does not constitute a joint undertaking for the furnishing of any service, nor does it indicate that the Reseller is authorized by Citizens. Neither Party will use the name or marks, refer to or identify the other Party in advertising or publicity releases, promotional or marketing correspondence to others without first securing the written consent of such other Party. Regarding the execution of this Agreement, each Party agrees that it will not, without the prior written consent of the other Party, make any news release, public announcement, or denial or confirmation of the whole or any part of this Agreement which names the other Party.

B. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to

sale, marketing, or advertising, of any Citizens' name or trademark.

C. The characteristics and methods of operation of any circuits, facilities, or equipment provided by Reseller or any of its End Users, or otherwise in conjunction with services resold hereunder, will not in any way interfere with or impair service over any facilities of Citizens, its affiliates, or its connecting and concurring carriers involved in its service as set forth in Citizens' Tariff.

D. Facilities and/or equipment utilized by Citizens to provide service to Reseller and Reseller's End Users remain the property of Citizens.

11. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES:

A. Reseller agrees to provide to Citizens or its publisher, as specified by Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of Reseller services, located within Citizens operating areas.

B. Citizens will include Reseller's End-User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Citizens' own End-Users are ordinarily included, and directory assistance databases. Listings of Reseller's End-Users will be interfiled with listings of Citizens' Customers and the Customers of other LECs, in the local section of Citizens' directories.

C. Reseller will identify any of these subscribers that are "non-published" customers. Reseller will provide Citizens with the directory information for all its End-Users in the format specified in the Citizens' Local Interconnection Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Citizens. Reseller will provide all subscriber listings at no charge to Citizens or its publisher.

D. Reseller's End-Users' standard primary listing information in the telephone directories will be provided at no charge. Reseller will pay Citizens' tariffed charges for additional and foreign white page listings.

E. Both Parties will use their best efforts to ensure the accurate listing of Reseller's End-User listings. Citizens will provide appropriate advance notice of the applicable directory close dates.

F. Citizens will accord Reseller directory listing information the same level of confidentiality which Citizens accords its own directory listing information. Reseller grants Citizens full authority to provide Reseller subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Citizens providing this subscriber list service, Citizens will charge, bill, collect and retain any monies derived from the sale of Reseller listings to other directory publishers.

G. Citizens will distribute its telephone directories to Reseller's End-Users in a manner similar to the way it provides those functions for its own end-users.

H. Reseller will adhere to all practices, standards, and ethical requirements of Citizens with regard to listings, and, by providing Citizens with listing information, warrants to Citizens that Reseller has the right to place such listings on behalf of its End-Users. Reseller agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. In addition, Reseller agrees to release, defend, hold harmless and indemnify Citizens from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Citizens' listing of the information provided by Reseller hereunder.

I. Citizens' liability to Reseller in the event of a Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by Reseller for such listing. In addition, Reseller agrees to take, with respect to its own End-Users, all reasonable steps to ensure that its' and Citizens' liability to Reseller's End-Users in the event of a Citizens' error in or omission of a listing will be subject to the same limitations that Citizens' liability to its own End-Users are subject to.

12. LIABILITY:

- A. Citizens' liability will be subject to the same terms and conditions as outlined in its Tariff.
- B. The Parties will indemnify and hold each other harmless against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party, including Reseller's End Users, as a result of Citizens' furnishing of service to Reseller and Resellers provision of such services to End Users.
- C. The Parties will be indemnified, defended and held harmless by each other and/or the End User against any claim, loss or damage arising from the use of services offered for resale involving:
 - a. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or End User's own communications.
 - b. Claims for patent infringement arising from acts combining or using Citizens services in connection with facilities or equipment furnished by the End User or Reseller.
 - c. All other claims arising out of an act or omission of Reseller or its End User in the course of using services.
- D. Reseller accepts responsibility for providing access to End Users' premises for maintenance purposes of any service resold under the provisions of this Agreement. Citizens will not be responsible for any failure on the part of Reseller with respect to any End User of Reseller.

13. CONFIDENTIALITY AND PUBLICITY:

- A. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 12.
- B. As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made. Notwithstanding the foregoing, the Parties agree that all Reseller End User information is deemed proprietary information.
- C. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

a. each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

b. it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

c. upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

D. Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

a. is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

b. was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

c. was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

d. is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

e. is approved for release by written authorization of the disclosing Party; or

f. is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

g. is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

E. Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

F. Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

~~G. All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.~~

H. Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

I. The Parties acknowledge that this Agreement contains commercially confidential information that may be considered proprietary by either or both Parties, and agree to limit distribution of this Agreement to those individuals in their respective companies with a need to know the contents of this Agreement. The Parties further agree to seek commercial confidential status for this Agreement with any regulatory commission with which this Agreement must be filed or otherwise provided, to the extent such a designation can be secured.

14. ESCALATION DISPUTE RESOLUTION AND MEDIATION:

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

A. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

B. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

C. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute will be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery will be controlled by the arbitrator. The arbitration hearing will be commenced within sixty (60) days of the demand for arbitration. The arbitration will be held in the State of Interconnection as mutually agreed to by the Parties. The arbitrator will control the scheduling so as to process the matter expeditiously. The arbitrator will rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this Section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

D. Each Party will bear its own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator.

15. LIMITATION OF USE:

The Parties agree that this Agreement will not be proffered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

16. WAIVERS:

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

17. GOVERNING LAW:

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of North Dakota, without regard to its conflict of laws principles.

18. NOTICES:

- A. Every notice, consent, approval, or other communications required or contemplated by this Agreement will be in writing and will be delivered in person or given by postage prepaid mail, addressed to:

To Citizens:

Citizens Communications
Attention: Director, Interconnection Services Dept.
5600 Headquarters Drive, P.O. Box 251209
Plano, TX 75025-1209
Tel: 530-547-2218
Fax: 530-547-2233

To Reseller:

Comm South Companies, Inc.
Attention: Roy Harsila, Carrier Relations
2909 N. Buckner Blvd., Suite 800
Dallas, TX 75228
Tel: 972-643-6417
Fax: 972-690-9959

or at such other address as the intended recipient previously will have designated by written notice to the other Party.

- B. Where specifically required, notices will be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail will be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it will be presumed to have been delivered the third day, or next business day after the third day, after it was deposited in the mails, unless sent via over-night courier, in which case will be presumed to have been delivered on the day after it was deposited with the overnight courier.

19. FORCE MAJEURE:

Neither Party will be held liable for any delay or failure in performance of any part of this Agreement to the extent that such failure or delay is caused by acts of God, acts of civil or military authority, government regulations, embargoes, labor disputes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, 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 common carriers or other causes beyond the reasonable control of such Party. If any Force Majeure condition occurs, the Party delayed or unable to perform will give immediate written notice to the other Party. During the pendency of the Force Majeure condition, the duties of the Party affected by the Force Majeure condition will be abated and will resume without liability thereafter. If any such excusable delay lasts for a period of more than sixty (60) calendar days, the Party not relying on the excusable delay, at its option, may terminate this Agreement, in whole or in part, upon prior written notice, without penalty.

20. INDEPENDENT CONTRACTORS:

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

21. REGULATORY APPROVALS:

Although this Agreement may be executed by both Parties, to the extent that any state statute, order, rule or regulation or any state regulatory agency having competent jurisdiction over one or both Parties to this Agreement will require that this Agreement be approved by such regulatory agency before this Agreement may be effective, this Agreement will not be effective in such state notwithstanding the Parties' signature until the first business day after such approval has been obtained.

Each Party agrees to cooperate with each other and with any regulatory agency so that any approval necessary to provide the Service(s) under this Agreement is obtained. During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.

22. SEVERABILITY:

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

23. AMENDMENTS:

No amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, will be effective unless the same is in writing and signed by both Parties.

24. ASSIGNMENT:

Reseller may not assign this Agreement, and/or any of its rights and/or obligations hereunder without the prior written consent of Citizens, which consent shall not be unreasonably withheld.

25. NO RIGHTS TO THIRD PARTIES:

This Agreement will not provide any third party, including, but not limited to any End User customer of Reseller, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

26. HEADINGS:

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

27. EXECUTED IN COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which will be an original; but such counterparts will together constitute but one and the same document.

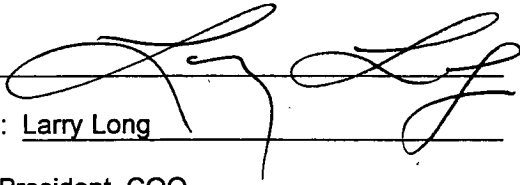
28. ENTIRE AGREEMENT:

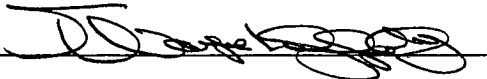
This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

The Parties have caused this Agreement to be executed by their duly authorized representatives.

RESELLER: Comm South Companies, Inc.

CITIZENS TELECOMMUNICATIONS
COMPANY of NORTH DAKOTA

By: 
Typed: Larry Long

By: 
Typed: F. Wayne Lafferty

Title: President, COO

Title: V. P. -Regulatory & Government Affairs

Date: 12/20/00

Date: 1/5/01

EXHIBIT A

Nonrecurring Charges:

1. A nonrecurring charge will apply when converting a Citizens account to a Reseller account or when changing an end user from one reseller to another. The nonrecurring charge is discounted by 12 %* from Citizens Tariff rate for Records only Service Ordering Charges. *(See Note 1)
2. All Citizens tariffed regulated products and services, Basic Residential Line Service and Basic Business Line Service and Public Access Line Service will be discounted 12 %*. Except as qualified in Section 4, Paragraph F.*(See Note 1)
3. The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above.
 - a. Special Access Services DS-1's
4. Services not available for Resale:
 - a. Customer Premises Equipment
 - b. Enhanced Services
 - c. Inside Wire
 - d. Concession Service
 - e. Promotions less than 90 days

NOTE 1: When CommSouth reaches the volume of **Two Thousand (2000)** lines in Citizens Telecommunication Company of North Dakota serving area and continues this volume for **30 days** or more, the discount rate will increase to **14%** for services covered in item 1 and item 2 above. CommSouth is required to notify Citizens, in writing, when they have reached this volume. The volume discount only takes place because CommSouth has resale agreements with Citizens in fourteen (14) states.

PU-2483-01-49

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
	Synthia Collard 2-14-01	
1. Article Addressed to: Roy Varsala Comm South Companies 2909 N Buckner Blvd Ste 800 Dallas TX 76228	C. Signature	
	* Synthia Collard <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
2. Article Number (Copy from service label) 7000 0520 0022 8654 0469	D. Is delivery address different from item 1? <input type="checkbox"/> Yes	
	If YES, enter delivery address below: <input type="checkbox"/> No	
PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789	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		

PU-2483-01-49

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
	Lori Smith 4-2-01	
1. Article Addressed to: Roy Varsala Comm South Companies Inc 2909 N Buckner Blvd Ste 800 Dallas TX 76228	C. Signature	
	* Lori Smith <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
2. Article Number (Copy from service label) 7000 0520 0022 8654 2111	D. Is delivery address different from item 1? <input type="checkbox"/> Yes	
	If YES, enter delivery address below: <input type="checkbox"/> No	
PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789	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		