

DIVIDER

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

PU-2495-01-108

Sprint Spectrum L. P./SRT Communications, Inc.
Interconnection Agreement
Application

01

Filed 3/12/2001

Closed 5/10/2001

DESCRIPTION

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, October 29, 2001 11:26 AM
To: Scott, Sandi L.
Subject: FW: Money Received.....

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

From: Geiger, Gloria A.
Sent: Monday, October 29, 2001 11:21 AM
To: Bauske, Shelly A.
Subject: RE: Money Received.....

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

From: Bauske, Shelly A.
Sent: Monday, October 29, 2001 10:18 AM
To: Geiger, Gloria A.
Subject: Money Received.....

Case No. PU-2495-01-108
Sprint
\$64.87
7700 8503 248 21108

Case No. PU-2517-01-150
Sprint
\$54.83

7700 8503 248 21150

12 **PU-2495-01-108** Pages: 0
\$64.87 received
by Sprint Communications Co. LP dba Sprint Communi
10/29/2001 CC: Comm Legal Illona Jerry .

13 **PU-2517-01-150** Pages: 0
\$54.83 received
by Sprint Communications Co. LP dba Sprint Communi
10/29/2001 CC: Comm Legal Illona Jerry .

APPROVED

DATE: 6-6-01
KME

MOTION

June 6, 2001

Sprint Spectrum L.P./
SRT Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2495-01-108

I move the Commission bill Sprint Spectrum L.P. and SRT
Communications, Inc. for costs incurred to date in Case No. PU-2495-01-108,
Sprint Spectrum L.P./SRT Communications, 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

June 6, 2001

Legal Regulatory Dept
Sprint Spectrum LP
4900 Main 11th Fl
Mail Stop MOKCMM1101
Kansas City MO 64112

Warren Hight
SRT Communications Inc
PO Box 2027
Minot ND 58702-2027

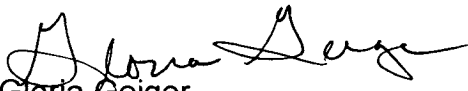
RE: Case No. PU-2495-01-108
Sprint Spectrum L.P./SRT Communications, Inc.
Interconnection Agreement
Application

Enclosed is a copy of the statement approved at the June 6, 2001 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2495-01-108.

Under N.D.C.C. 49-21-01.7, these expenses are billed through the Valuation Fund and must be paid for by the telecommunications company involved.

Please make your check payable to the Public Service Commission.

Sincerely,


Gloria Geiger
Admin Staff Officer
701-328-2401

Enc.

c: Shannon Moore
Sprint PCS
11880 College Blvd
Mail Stop KSOPAM0101
Overland Park KS 66210-2035

Billing Statement

June 6, 2001

Sprint Spectrum L.P./
SRT Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2495-01-108

Expenses Incurred to Date:

Advertising Costs	\$129.73
-------------------	----------

Amount Due:

Sprint Spectrum L.P.	\$64.87
SRT Communications, Inc.	\$64.86

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

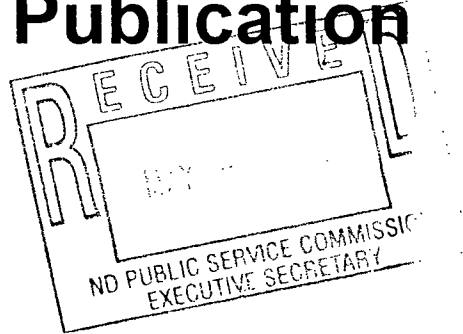
PLEASE NOTE

In order for the Commission to close its books at the end of the biennium, **WE NEED TO RECEIVE YOUR PAYMENT NO LATER THAN JULY 1, 2001.**

To meet the July 1 deadline, it is very important that you *remit your payment no later than June 25, 2001.*

Thank you in advance for your cooperation.

Affidavit of Publication



State of North Dakota)
County of Burleigh)

Laure 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:
Sprint ... Central, 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: Laure Thiel

Subscribed and sworn to before me this 24th day of April A.D. 2001.

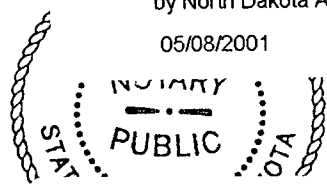
Ilona Jerry

10 PU-2495-01-108 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.

9 PU-2498-01-113 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.

9 PU-2500-01-114 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
05/08/2001 CC: Comm Legal Ilona Jerry.

10 PU-2504-01-125 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
05/08/2001 CC: Comm Legal Ilona Jerry.



9 PU-2442-01-119 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
05/08/2001 CC: Comm Legal Ilona Jerry.

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Sprint Spectrum L.P./SRT Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2495-01-108

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 **10th day of May, 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 Approving Interconnection Agreement

The envelopes were addressed as follows:

Warren Hight
SRT Communications Inc
P O Box 2027
Minot ND 58702-2027
Cert. No. 7000 0520 0022 8655 4015

Sprint Spectrum LP
Legal Dept
6160 Sprint Pkwy Bldg 9
Overland Park KS 66251
Cert. No. 7000 0520 0022 8655 4022

Sharon Helbling further deposes and says that on the **10th day of May, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **one** envelope by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

Sprint Spectrum L P
Manager Carrier Interconnection
11880 College Blvd
Overland Park KS 66210

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

Subscribed and sworn to before me
this **10th day of May, 2001**.



Notary Public

SEAL



APPROVED

DATE: 5-9-01
KME

MOTION

May 9, 2001

**Sprint Spectrum L.P./SRT Communications, Inc.
Interconnection Agreement
Application**

Case No. PU-2495-01-108

I move the Commission adopt the Order Approving Interconnection Agreement in the application of Qwest Corporation for approval of a wireless interconnection agreement negotiated with Sprint Spectrum L.P., Case No. PU-2495-01-108.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Sprint Spectrum L.P./SRT Communications, Inc.
Interconnection Agreement
Application**

Case No. PU-2495-01-108

ORDER APPROVING INTERCONNECTION AGREEMENT

May 9, 2001

On March 12, 2001, SRT Communications, Inc. (SRT) filed an application for approval of a wireless interconnection agreement negotiated with Sprint Spectrum L.P. of Kansas City, MO. This agreement sets forth rates, terms and conditions for wireless interconnection of facilities and exchange of traffic.

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.

On March 28, 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 May 1, 2001. No comments have been received.

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

Order

The Commission orders:


1. The wireless interconnection agreement negotiated between SRT Communications, Inc. and Sprint Spectrum L.P. filed with the Commission on March 12, 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.

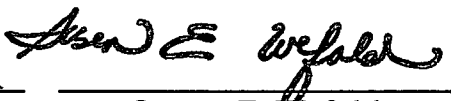
4. The agreement must not be assigned, assumed or otherwise transferred without the approval of the Commission.

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

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Sprint Spectrum L.P./SRT Communications, Inc.
Interconnection Agreement
Application** **Case No. PU-2495-01-108**

**Daktel Communications, L.L.C./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2498-01-113**

**Polar Telecom Communications, Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2500-01-114**

**New Edge Network, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application** **Case No. PU-2442-01-119**

**Telephone Company of Florida, Inc./Qwest Corporation
Interconnection Agreement
Application** **Case No. PU-2504-01-125**

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

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

Warren Hight
SRT Communications Inc
P O Box 2027
Minot NDS 58702-2027
Cert. No. 7000 0520 0022 8654 1992

Sprint Spectrum LP
Legal Dept
6160 Sprint Pkwy Bldg 9
Overland Park KS 66251
Cert. No. 7000 0520 0022 8654 2005

Dan Kuntz
P O Box 1695
Bismarck ND 58502-1695

Cert. No. 7000 0520 0022 8654 2012

Dave Dunning
Polar Telecom Communications Inc
110 4th St E
Park River ND 58270-0270
Cert. No. 7000 0520 0022 8654 2036

Angela Lee
Telephone Company of Florida Inc
3599 W Lake Mary Blvd Ste E
Lake Mary FL 32746
Cert. No. 7000 0520 0022 8654 2173

Keith Larson
Daktel Communications LLC
P O Box 299
Carrington ND 58421-0299
Cert. No. 7000 0520 0022 8654 2029

Robert Y McMillin
New Edge Network Inc
3000 Columbia House Blvd Ste 106
Vancouver WA 98661-2969
Cert. No. 7000 0520 0022 8654 2043

Sharon Helbling further deposes and says that on the **29th day of March, 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.

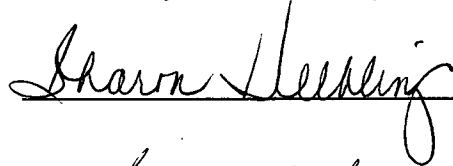
Scott Macintosh
Qwest Corporation
P O Box 5508
Bismarck ND 58502-5508

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

Sprint Spectrum L P
Manager Carrier Interconnection
11880 College Blvd
Overland Park KS 66210

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**

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Sprint Spectrum L.P./SRT Communications, Inc. **Case No. PU-2495-01-108**
Interconnection Agreement
Application

Daktel Communications, L.L.C./Qwest Corporation **Case No. PU-2498-01-113**
Interconnection Agreement
Application

Polar Telecom Communications, Inc./Qwest **Case No. PU-2500-01-114**
Corporation
Interconnection Agreement
Application

New Edge Network, Inc./Qwest Corporation **Case No. PU-2442-01-119**
Interconnection Agreement Amendment
Application

Telephone Company of Florida, Inc./Qwest **Case No. PU-2504-01-125**
Corporation
Interconnection Agreement
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 **29th day of March, 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.

Sharon Hedding

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

Sandra L. Scott

Notary Public

SEAL

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

wahlgren@rus.usda.gov
Wayne Ahlgren

bberkenpas@odusa.com
Barb Berkenpas

wbrudvik@ohnstadlaw.com
William Brudvik

donlee@martin-associates.com
Don Lee

jxpet@uswest.com
Janis Peterson

lisestrom@dwt.com
Lise Strom

harumiyamamoto@dwt.com
Harumi Yamamoto

ruth.holder@teligent.com
Ruth Holder

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

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

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

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

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

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

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

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

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

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

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

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

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

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

marcus.milam@attws-sf.com
Marcus Milam
Marcus Y Milam

skillebrew@deltacom.com
Sharon Killebrew
McLeodUSA

meredith.gilford@gecapital.com
Meredith Gilford
GE Capital Comm Services Corp
6540 Powers Ferry Rd
Atlanta GA 30339

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

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

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

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

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

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

john_sullivan@cable.comcast.com
John Sullivan
McLeodUSA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

mpbosh@minot.ndak.net
Mike Bosh
Pringle and Herigstad P C
PO Box 1000
Minot ND 58702-1000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

lahall@usgs.gov
Lenora Hall
U S Geological Survey

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

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

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

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

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

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

maryg@uslink.net
Mary Goodman
U S Link Inc
P O Box 317
Pequot Lakes MN 56472-0327

kjvannin@usgs.gov
K Vannin
U S Geological Survey

ralyana@uswest.com
Richard Alyanak
U S WEST

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

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

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

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

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

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

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

Derrick Johnson
Lockheed Martin Global Telecomm
6560 Rock Spring Dr
Bethesda MD 20817

Ann Faught
Absaraka Co-op Tele Co
Absaraka ND 58002

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

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

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

ACN Communications Services Inc
32991 Hamilton Ct
Farmington Hills MI 48334

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
P O Box 2711
Fargo ND 58108

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

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

Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

Group Long Distance Inc
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
5710 LBJ Frwy Ste 215
Dallas TX 75240

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

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

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

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

LCI International Telecom Corp
4650 Lakehurst Ct
Dublin OH 43017

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

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

McLeodUSA
P O Box 3177
Cedar Rapids IA 52406-3177

Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

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

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

MVX Communications LLC
100 Rowland Way Ste 145
Novato CA 94945

Richard Thronson
Nemont Telephone Cooperative Inc
Scobey MT 59263

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

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

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

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

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

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

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

Quintelco Inc
1 Blue Hill Plaza
Pearl River NY 10965

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

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

RCN Long Distance Company
105 Carnegie Ctr
Princeton NJ 08540

Gene Sloan
Reservation Telephone Cooperative
Parshall ND 58770

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

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

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

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

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

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

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

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

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

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

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

T-Netix Inc
67 Inverness Drive E
Englewood CO 80112

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

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

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

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

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

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

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

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

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

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

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

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, March 29, 2001 7:41 AM

To: ndna (E-mail)

Subject: Attached Notice of Opportunity to File Written Comments

Please have the attached 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 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

5

PU-2495-01-108

Pages: 1

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

03/29/2001

CC: Comm Legal Ilona Jerry

MOTION

March 28, 2001

APPROVED

DATE: 3-28-01
KMF

**Sprint Spectrum L.P./SRT Communications, Inc.
Interconnection Agreement
Application**

Case No. PU-2495-01-108

**Daktel Communications, L.L.C./Qwest Corporation
Interconnection Agreement
Application**

Case No. PU-2498-01-113

**Polar Telecom Communications, Inc./Qwest
Corporation
Interconnection Agreement
Application**

Case No. PU-2500-01-114

**New Edge Network, Inc./Qwest Corporation
Interconnection Agreement Amendment
Application**

Case No. PU-2442-01-119

**Telephone Company of Florida, Inc./Qwest
Corporation
Interconnection Agreement
Application**

Case No. PU-2504-01-125

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**Sprint Spectrum L.P./SRT Communications, Inc. Case No. PU-2495-01-108
Interconnection Agreement
Application**

**Daktel Communications, L.L.C./Qwest Corporation Case No. PU-2498-01-113
Interconnection Agreement
Application**

**Polar Telecom Communications, Inc./Qwest Corp. Case No. PU-2500-01-114
Interconnection Agreement
Application**

**New Edge Network, Inc./Qwest Corporation Case No. PU-2442-01-119
Interconnection Agreement Amendment
Application**

**Telephone Company of Central Florida, Inc./Qwest Case No. PU-2504-01-125
Interconnection Agreement
Application**

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

March 28, 2001

On March 12, 2001, in Case No. PU-2495-01-108, SRT Communications, Inc. (SRT) filed an application for approval of a wireless interconnection agreement negotiated with Sprint Spectrum L.P. of Kansas City, MO. This agreement sets forth rates, terms and conditions for wireless interconnection of facilities and exchange of traffic.

On March 13, 2001, in Case No. PU-2498-01-113, Qwest Corporation (Qwest) filed an application for approval of an interconnection agreement with Daktel Communications, L.L.C. of Carrington, ND. This agreement adopts a previously approved interconnection agreement and amendments between Pathnet, Inc and Qwest

On March 14, 2001, in Case No. PU-2500-01-114, Qwest filed an application for approval of an interconnection agreement negotiated with Polar Telecom Communications, Inc. of Park River, ND. This agreement adopts a previously approved interconnection agreement and amendments between Midco Communications, Inc. and Qwest.

On March 16, 2001, in Case No. PU-2442-01-119, Qwest filed an application for approval of Amendment No. 6 negotiated to its interconnection agreement with New Edge Network, Inc. of Vancouver, WA. This amendment sets forth rates, terms and

conditions for line sharing, replacing an interim line sharing agreement and Amendment No. 1 to the original agreement.

On March 20, 2001, in Case No. PU-2504-01-125, Qwest filed an application for approval of an Interconnection Agreement negotiated with Telephone Company of Central Florida, Inc. of Lake Mary, FL. This agreement sets forth rates, terms and conditions for interconnection of facilities including access to unbundled network elements, ancillary services and services for resale.

These agreements were filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) adopted by negotiation if it finds that:

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

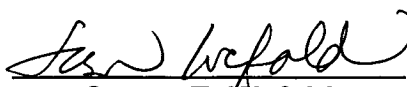
In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

The Commission will receive written comments on these agreements until May 1, 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



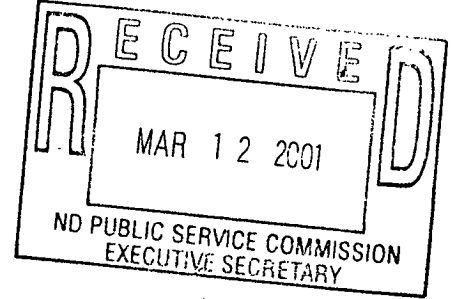
Headquarters:
3615 North Broadway
PO Box 2027
Minot, ND 58702-2027
701-858-1200

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

SRT Connections:
1400 20th Ave. SW
PO Box 2027
Minot, ND 58702-2027
701-858-1200

March 9, 2001

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



Dear Jon:

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

Also enclosed is a copy of a Wireless Interconnection Agreement between SRT's subsidiary company, North Dakota Network Company (dba SRT Wireless) and SRT Communications, Inc.

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

Sincerely,

Warren L. Hight
General Manager/CEO

krw
Enclosures
t:mielke





**WIRELESS INTERCONNECTION
AGREEMENT**

BETWEEN

SRT COMMUNICATIONS INC.

AND

SPRINT SPECTRUM L.P.

TABLE OF CONTENTS

- I. Article I**
 - 1. Introduction**
 - 2. Recitals**
- II. Article II**
 - 1. Definitions**
 - 2. Interpretation and Construction**
 - 3. Scope**
 - 4. Service Agreement**
 - 5. Compensation**
 - 6. Notice of Changes**
 - 7. General Responsibilities**
 - 8. Term and Termination**
 - 9. Cancellation Charges**
 - 10. Non-Severability**
 - 11. Indemnification**
 - 12. Limitation of Liability**
 - 13. Regulatory Approval**
 - 14. Pending Judicial Appeals and Regulatory Reconsideration**
 - 15. Most Favored Nation Provision**
 - 16. Miscellaneous**
 - 17. Attachments:**
 - A. SRT Communications Inc. - NXX and CLLI Designations – Two-Way Non-Optional EAS Exchanges**
 - B. Sprint Spectrum L.P. - NXX and CLLI Designations**
 - C. Reserved For Future Use**

I. Article I

1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 1st day of February, 2001 (the "Effective Date"), by and between SRT Communications Inc. ("SRT") with offices at P.O. Box 2027, 3615 North Broadway, Minot, North Dakota 58702-2027 and Sprint Spectrum L.P., a Delaware limited partnership, d/b/a Sprint PCS ("SPCS"), with offices at 4900 Main, Kansas City, Missouri, 64112, (collectively, "the Parties").

2. RECITALS

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

WHEREAS, SPCS is authorized by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS") and provides such service to its end user customers; and

WHEREAS, SRT and SPCS exchange calls between their networks and wish to establish Interconnection and Compensation arrangements for these calls, as required under 47 U.S.C. § 251(b)(5); and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SRT and SPCS 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 "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).

1.4 "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.

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

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

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

1.8 "FCC" means the Federal Communications Commission.

1.9 "Interconnection" for purposes of this Agreement is the linking of SRT and SPCS networks for the exchange of Local Telecommunications traffic as described in this Agreement.

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

1.11 "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).

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

1.13 "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)

1.14 "Local Telecommunications 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 SPCS 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 whether traffic originates or terminates within the same MTA, and therefore whether the traffic is local, the location of the end office serving the landline end user and the location of the cell site that services the mobile end user at the beginning of the call shall be used.

1.15 "Local Service Area" means for SRT, SRT's local calling area contained in SRT's General Customer Services Tariff and for SPCS the St. Paul Minneapolis MTA #12.

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

1.17 "Major Trading Area" or "MTA" means the Major Trading Area 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 Telecommunication Traffic as defined in Section 1.14 hereof is Non-Local Traffic and will not be subject to Reciprocal Compensation.

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

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

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

1.24 "Point of Interconnection" ("POI") means that technically feasible point of demarcation where the exchange of local telecommunications traffic between two carriers takes place.

1.25 "Reciprocal Compensation" means an arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network of Local Telecommunications Traffic, as defined in Section 1.14 above, that originates on the network facilities of the other carrier. Reciprocal compensation for the purpose of this agreement is based on SRT's cost of transport and termination.

1.26 "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).

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

1.28 "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)

1.29 "Termination" means the switching of Local Telecommunications 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)

1.30 "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.

1.31 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection 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)

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

1.33 "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 relates to exchange of traffic between SRT and SPCS. SRT's NXXs are listed in Attachment A hereto. SPCS represents that it is a CMRS provider of communications services to subscribers in MTA #12 (Minneapolis-St. Paul). Existing SPCS' NXXs are listed in Attachment B hereto, additions to SPCS' NXXs will be listed in the Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") 6664 or 4061 for the state of North Dakota. Existing SRT's NXXs are listed in Attachment A hereto, additions to SRT's NXX will be listed in the LERG under Operating Company Number ("OCN") 3303.

3.2 This Agreement is limited to traffic of SRT end user customers for which SRT has tariff authority to carry. This Agreement is limited to traffic of SPCS end user customers to which SPCS provides two-way Mobile Service as defined in 47 U.S.C. §153(27). SRT and SPCS do not agree whether Mobile Service, as defined in 47 U.S.C. §153(27), includes the provision of fixed wireless services and therefore disagree on the regulatory treatment applicable to exchange of such traffic. SPCS does not currently provide fixed wireless services in SRT's Local Service Area. SPCS agrees that it will provide SRT prior notice of its intent to launch fixed wireless service in SRT's Local Service Area. Upon SRT's receipt of such notice, the Parties agree to negotiate an appropriate agreement or an amendment to this Agreement, which will address the exchange of such traffic.

Nothing in this Agreement shall prohibit SPCS from enlarging its system through management contracts with third parties for the construction and operation of a wireless network under the SPCS brand name. Traffic originating and terminating on such extended networks shall be treated as SPCS' traffic under the terms and conditions of this Agreement.

4.0 SERVICE AGREEMENT

Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of SRT and SPCS. Additional arrangements that may be agreed to in the future will be delineated in Attachment C to this agreement. Type 2 interconnection and arrangements are based on the existing rate center designation for SPCS' NPA/NXX, as listed in the Routing Database System's Destination Code Records. SPCS intends to obtain an NPA/NXX with rate center designation of Minot exchange, or one of SRT exchanges subtending SRT's Minot Host switch.

4.1 Type 2-B Interconnection at Minot: A two-way trunk group shall be provisioned between SRT Minot Host Office (MNOTNDXADS0) and SPCS' network in the applicable SRT exchange (i.e., the exchange in which SPCS has designated for as the rate center for SPCS' NPA/NXX. This trunk group is provisioned in connection with SPCS' NPA/NXX rate centered at the above mentioned NPA/NXX. Applicable tariff charges for establishing and provisioning these trunk groups are billed by SRT to SPCS.

A. Landline to Wireless:

1. Calls from SRT's customers in exchanges that have local calling or non-optional two-way EAS with the exchange that SPCS has designated as the rate center for SPCS' NPA/NXX(s) shall be routed over the two way direct trunk group from SRT network to SPCS.
2. Routing of all other landline to wireless calls will be in accordance to Telcordia's Traffic Routing Administration instructions.

B. Wireless to Landline:

1. Calls originated on SPCS' network in MTA #12 to SRT customers are routed from SPCS' network over the two-way trunk group to SRT for termination to its customers
2. All other wireless to landline calls will be routed in accordance to Telcordia's Traffic Routing Administration instructions.

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

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation

Reciprocal compensation is applicable for Transport and Termination of Local Telecommunications Traffic as defined in Section 1.14 and is related to the exchange of traffic described in Sections 4.1, 4.2, and in Attachment C, as applicable.

For terminating calls, usage begins when the terminating recording switch (i.e., the MSC or tandem) receives answer supervision from the terminating end user. The measurement of terminating call usage ends when the MSC receives or sends a release message.

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

5.2 Traffic Subject to Terminating Compensation.

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

5.3 Traffic Subject to Originating Compensation

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

5.4 Shared Facilities: Where Type 2 interconnection facilities are used for two-way traffic, the recurring charges for such facilities billed by SRT will be reduced by an agreed upon percentage representing the estimated or actual percentage of traffic exchanged between SRT & SPCS over such facilities that is delivered by SRT to SPCS over the two-way direct trunk group (i.e. Type 2 interconnection facilities). This percentage is referred to as the Land-to-Mobile Traffic Factor. The Parties agree to review the Land-to-Mobile factor percentage of total traffic exchanged between the Parties over the two-way direct trunk group on a periodic basis and, if warranted by the actual usage, revise the percentage appropriately.

Land-to-Mobile factor	.28
Mobile-to-Land factor (i.e., 1 - Land-to-Mobile factor)	.72

5.5 Calculation of Payments and Billing.

5.5.1 SPCS will compensate SRT for Local Telecommunications Traffic and Non-Local Traffic delivered to SRT for termination to its customers, as prescribed and at the rates provided in Sections 5.1, 5.2, and for Non-Local Traffic originated by SRT customers on SRT's network and delivered to SPCS for termination to its customers, as prescribed and at the rates provided in 5.3, preceding. SRT will compensate SPCS for Local Telecommunications Traffic originated by SRT customers on SRT's network and delivered to SPCS over the two-way direct

trunk group for termination to its customers, as prescribed and at the rate provided in Section 5.1.

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

5.5.3 To facilitate this billing by SRT, SPCS once it has the capability shall provide SRT on a monthly basis with SPCS usage information showing total minutes of Local and Non-Local traffic, originated on SRT's network by SRT's customers in Minot that is delivered to SPCS over two-way direct trunk group.

5.5.4 In the event that there is insufficient representative and verifiable data on the actual Local and Non-Local Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a Non-Local Traffic factor of 5% to the total traffic originating on SPCS' network and terminating on SRT's network 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.

6.0 NOTICE OF CHANGES

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

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it

receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

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

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

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

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

7.6 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for Type 2 trunks where technically feasible for both Parties. Use of a third party provider of SS7 trunks, for connecting SPCS to the SRT SS7 systems is permitted. Such connections will meet generally accepted industry technical standards

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 thirty (30) days prior to the end of the Term or any renewal term, either party notifies the other party of its intent to terminate this Agreement.

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

8.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific

details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved in favor of the billing Party, 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 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.
- (3) 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.

(4) Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

12.0 LIMITATION OF LIABILITY

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

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

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

13.0 REGULATORY APPROVAL

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

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

14.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

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

15.0 MOST FAVORED NATION PROVISION

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

16.0 MISCELLANEOUS

16.1 Authorization

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

16.1.2 SPCS 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.

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

16.3 **Independent Contractors.** Neither this Agreement, nor any actions taken by SPCS or SRT in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between SPCS and SRT, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by SPCS

or SRT in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between SPCS and SRT end users or others.

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

16.5 Confidentiality

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

Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 16.5.2 of this Agreement.

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

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

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

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local governmental authority. Any modifications to this agreement occasioned by such change shall be effected through good faith negotiations concerning modifications to this Agreement.

16.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax

exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

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

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

16.10 Notices.

16.10.1 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:

Sprint Spectrum L.P.
Legal Dept.
6160 Sprint Pkwy Bldg. 9
Overland Park, KS 66251

Sprint Spectrum L.P.
Manager, Carrier Interconnection Management
11880 College Blvd.
Overland Park, KS 66210

To:

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

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

16.10.2 In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contact:

For SRT: Communications

NOC Contact Number: 701-839-2121

Facsimile Number: 701-858-1400

For Sprint PCS:

Contact Number: 888-859-1400

Facsimile Number: 913-859-4987

E-mail: nocc@nmcc.sprintSPCS.com

Before either party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other party shall use its best efforts to expedite the clearance of trouble.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the latest date listed below.

Sprint Spectrum L.P.

By:  _____

Printed: Dennis Huber

Title: Sr. VP- Network

Date: 3/6/01

SRT Communications Inc. *

By:  _____

Printed: WARREN L. Hight

Title: GENERAL MANAGER/CEO

Date: March 9, 2001

Attachment A

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

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

Additional SRT NPA/NXXs added after this agreement is effective will be listed in the LERG, under Operating Company Number (OCN) "3303."

Attachment A (con't)

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

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

Attachment B
Sprint Spectrum L.P.
NXX and CLLI Designations

ACTIVE						
NPA	NXX	OCN	LOC NAME	RC ABBRE	SWITCH	LOC STATE
507	358	8453	ROCHESTER	ROCHESTER	ROCHMNH8MD	MN
507	363	8453	OWATONNA	OWATONNA	OWTNMNAM9MD	MN
507	382	8453	MANKATO	MANKATO	MNKTMNXM2MD	MN
218	310	8453	DULUTH	DULUTH	DLTHMNEH7MD	MN
320	491	8453	ALEXANDRIA	ALEXANDRIA	STCDMNUCCM4	MN
320	492	8453	ST CLOUD	ST CLOUD	STCDMNUCCM4	MN
612	207	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	220	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	237	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	239	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	251	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	281	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	306	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	310	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	327	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	382	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	384	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	385	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	386	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	387	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	396	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	414	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM1	MN
612	578	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	730	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	743	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
612	964	6664	MINNEAPOLS	TWINCITIES	MPLSMNCDCM0	MN
651	216	6664	ST PAUL	TWINCITIES	MPLSMNCDCM0	MN
651	226	6664	ST PAUL	TWINCITIES	MPLSMNCDCM1	MN
651	283	6664	ST PAUL	TWINCITIES	MPLSMNCDCM1	MN
651	334	6664	ST PAUL	TWINCITIES	MPLSMNCDCM1	MN
651	335	6664	ST PAUL	TWINCITIES	MPLSMNCDCM1	MN
651	336	6664	ST PAUL	TWINCITIES	MPLSMNCDCM1	MN
651	338	6664	ST PAUL	TWINCITIES	MPLSMNCDCM1	MN
651	398	6664	ST PAUL	TWINCITIES	MPLSMNCDCM1	MN
651	503	6664	ST PAUL	TWINCITIES	MPLSMNCDCM1	MN
651	592	6664	ST PAUL	TWINCITIES	MPLSMNCDCM1	MN
763	458	6664	COONRAPIDS	TWINCITIES	MPLSMNCDCM0	MN
763	482	8453	ZIMMERMAN	ZIMMERMAN	MPLSMNBN0MD	MN
952	484	6664	BLOOMINGTN	TWINCITIES	MPLSMNCDCM1	MN
218	205	8453	FERGUS FLS	FERGUS FLS	FRFLMNF0MD	MN
218	329	8453	MOORHEAD	MOORHEAD	MRHDMNFS8MD	MN
218	330	8453	BRAINERD	BRAINERD	BRNRMNXA1MD	MN
218	371	8453	WADENA	WADENA	WADNMN011MD	MN

Attachment B
Sprint Spectrum L.P.
NXX and CLLI
Designations

GROWTH

218	207	8453 EAST GRAND FORKS	EGFKMNAC5MD	MN
701	610	8453 GRAND FORKS	EGFKMNAC5MD	ND
507	318	8453 ALBERT LEA	OWTNMNAM9MD	MN
507	219	8453 AUSTIN	OWTNMNAM9MD	MN

Additional Sprint PCS NPA-NXXs added after this agreement is effective will be listed in the LERG, under Operating Company Number (OCN) "6664" or "4061" or "8453.

Attachment C

Reserved For Future Use

PU-2495-01-108

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Warren Light
 ARS Communications
 PO Box 2027
 Mount NO 58702-2027

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **Larry J. Morser** B. Date of Delivery **3-30-01**
 C. Signature **Larry J. Morser** Agent Addressee
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

30 MAR 2001

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000 0520 0022 8654 1992

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

PU-2495-01-108

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Sprint Spectrum LP
 Regal Dept
 4166 Sprint Phwy Bldg 9
 Overland Park KS 66251

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **L. Chom** B. Date of Delivery **3/15/01**
 C. Signature **L. Chom** Agent Addressee
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

2. Ar

PS F

102595-99-M-1789

PU-2495-01-108

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Bruce Gerhardsen
 Otter Tail Power Company
 215 S Cascade St
 Sigus Fullam 56538-0496

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **Russ Beske** B. Date of Delivery **APR 16 2001**
 C. Signature **Russ Beske** Agent Addressee
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000 0520 0022 8654 2234

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-178

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Sprint Spectrum LP
 Regal Dept
 4166 Sprint Phwy Bldg 9
 Overland Park KS 66251

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **Larry J. Morser** B. Date of Delivery **3/30**
 C. Signature **Larry J. Morser** Agent Addressee
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Warren Light
 ARS Communications Inc
 PO Box 2027
 Mount NO 58702-2027

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **Larry J. Morser** B. Date of Delivery **3/30**
 C. Signature **Larry J. Morser** Agent Addressee
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

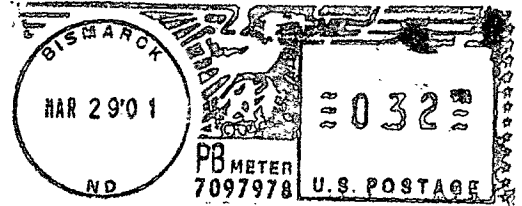
3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

Public Service Commission
State of North Dakota

Official Mail 600 E BOULEVARD AVE DEPT 408
BISMARCK ND 58505-0480

REQUESTED FARGO ND 58102 #2 04/05/01 15:13

RESURF
FIRST CLASS



contains

Dennis Weber
SPRINT SPECTRUM LP

Notice of Opportunity To File

*Written
Comments*

**Return To Sender
No Longer At This
Address**

*+ be delivered
+ addressed*

