

DIVIDER

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

PU-2540-01-208

**WWC Holding Co., Inc./Midstate Telephone Company
Interconnection Agreement**

Application

Filed 4/26/2001

Closed 6/29/2001

01

DESCRIPTION

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Monday, October 01, 2001 2:25 PM
To: Scott, Sandi L.
Subject: FW: Money Received.....

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

From: Geiger, Gloria A.
Sent: Monday, October 01, 2001 2:24 PM
To: Bauske, Shelly A.
Subject: RE: Money Received.....

All 7700 8503 001
These were all billed on 6/27/01

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

From: **Bauske, Shelly A.**
Sent: Monday, October 01, 2001 12:07 PM
To: Geiger, Gloria A.
Subject: Money Received.....

Case No. PU-2528-01-162
Western Wireless
\$80.78

21162

Case No. PU-2536-01-196
Western Wireless
\$50.09

21196

Case No. PU-2538-01-206
Western Wireless
\$50.09

21206

Case No. PU-2537-01-205
Western Wireless
\$50.09

21205

Case No. PU-2539-01-207
Western Wireless
\$50.09

21207

Case No. PU-2540-01-208
Western Wireless
\$50.09

21208

14 **PU-2528-01-162** Pages: 0

\$80.78 received
by Western Wireless Corporation
10/02/2001 CC: Comm Legal Illona Jerry .

12 **PU-2536-01-196** Pages: 0

\$50.09 received
by Western Wireless Corporation
10/02/2001 CC: Comm Legal Illona Jerry .

12 **PU-2538-01-206** Pages: 0

\$50.09 received
by Western Wireless Corporation
10/02/2001 CC: Comm Legal Illona Jerry .

12 **PU-2537-01-205** Pages: 0

\$50.09 received
by Western Wireless Corporation
10/02/2001 CC: Comm Legal Illona Jerry .

13 **PU-2539-01-207** Pages: 0

\$50.09 received
by Western Wireless Corporation
10/02/2001 CC: Comm Legal Illona Jerry .

13 **PU-2540-01-208** Pages: 0

\$50.09 received
by Western Wireless Corporation
10/02/2001 CC: Comm Legal Illona Jerry .

13 **PU-2528-01-162** Pages: 0
Docket in error
by Public Service Commission
07/09/2001 CC: Comm Legal Illona Jerry .

12 **PU-2539-01-207** Pages: 0
Docket in error
by Public Service Commission
07/09/2001 CC: Comm Legal Illona Jerry .

12 **PU-2540-01-208** Pages: 0
Docket in error
by Public Service Commission
07/09/2001 CC: Comm Legal Illona Jerry .

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Tuesday, July 03, 2001 12:09 PM
To: Scott, Sandi L.
Subject: FW: Money Received.....

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

From: Geiger, Gloria A.
Sent: Tuesday, July 03, 2001 11:41 AM
To: Bauske, Shelly A.
Subject: RE: Money Received.....

ALL APPLY BACKS
ALL 7700 8503 248

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

From: Bauske, Shelly A.
Sent: Tuesday, July 03, 2001 10:13 AM
To: Geiger, Gloria A.
Subject: Money Received.....

Case No. PU-2528-01-162
Reservation Telephone Cooperative
\$80.78
21162 project

Case No. PU-2483-01-48
Citizens Communications
\$58.04
21048 project

Case No. PU-2485-01-56
Citizens Communications
\$77.37
21056 project

Case No. PU-2486-01-57
Citizens Communications
\$77.37
21057 project

Case No. PU-2483-01-58
Citizens Communications
\$77.37
21058 project

Case No. PU-2539-01-207
Midstate Communications Inc
\$50.08
21207 project

12 PU-2528-01-162 Pages: 0
\$80.78 received
by Reservation Telephone Cooperative
07/03/2001 CC: Comm Legal Ilona Jerry .

12 PU-2483-01-48 Pages: 0
\$58.04 received
by Citizens Telecommunications Company of North D
07/03/2001 CC: Comm Legal Ilona Jerry .

12 PU-2485-01-56 Pages: 0
\$77.37 received
by Citizens Telecommunications Company of North D
07/03/2001 CC: Comm Legal Ilona Jerry .

11 PU-2486-01-57 Pages: 0
\$77.37 received
by Citizens Telecommunications Company of North D
07/03/2001 CC: Comm Legal Ilona Jerry .

11 PU-2483-01-58 Pages: 0
\$77.37 received
by Citizens Telecommunications Company of North D

11 PU-2539-01-207 Pages: 0
\$50.08 received
by Midstate Communications, Inc.

11 PU-2540-01-208 Pages: 0
\$50.08 received
by Midstate Telephone Co.
07/03/2001 CC: Comm Legal Ilona Jerry .

12 PU-2516-01-149 Pages: 0
\$54.83 received
by Skyland Technologies, Inc.
07/03/2001 CC: Comm Legal Ilona Jerry .

Case No. PU-2540-01-208
Midstate Telephone Company
\$50.08
21208 project

Case No. PU-2516-01-149
Skyland Technologies
\$54.83

21149 project

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

WWC Holding Co., Inc./Midstate Telephone Company Case No. PU-2540-01-208
Interconnection Agreement
Application

AFFIDAVIT OF SERVICE BY CERTIFIED 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 **28th day of June, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order Approving Interconnection Agreement

The envelopes were addressed as follows:

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

Cert. No. 7000 0520 0022 8655 2745

Mark Wilhelmi
Midstate Communications Inc
Midstate Telephone Company
P O Box 400
Stanley ND 58784

Cert. No. 7000 0520 0022 8655 2776

WWC Holding Co Inc
Regulatory Department
3650 131st Ave SE
Bellevue WA 98006
Cert. No. 7000 0520 0022 8655 2752

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

Subscribed and sworn to before me
this **28th day of June, 2001**.



SEAL

A handwritten signature in cursive script, reading "Sharon Helbling", written over a horizontal line.

A handwritten signature in cursive script, reading "Sandra L. Scott", written over a horizontal line.
Notary Public

APPROVED

DATE: 6/27/01
[Signature]

MOTION

June 27, 2001

**WWC Holding Co., Inc./Midstate Telephone
Company
Interconnection Agreement
Application**

Case No. PU-2540-01-208

I move the Commission adopt the Order Approving Interconnection Agreement in the application of Midstate Telephone Company for approval of an interconnection agreement negotiated with WWC Holding Co., Inc., Case No. PU-2540-01-208.

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**WWC Holding Co., Inc./Midstate Telephone
Company
Interconnection Agreement
Application**

Case No. PU-2540-01-208

ORDER APPROVING INTERCONNECTION AGREEMENT

June 27, 2001

On April 26, 2001, Midstate Telephone Company filed an application for approval of a wireless interconnection agreement negotiated with WWC Holding Co., Inc. of Bellevue, WA. This agreement sets forth rates, terms and conditions for wireless interconnection 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 May 9, 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 June 12, 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 Midstate Telephone Company and WWC Holding Co., Inc. filed with the Commission on April 26, 2001, is APPROVED.

8

PU-2540-01-208

Pages: 2

Order Approving Interconnection
Agreement
by Public Service Commission

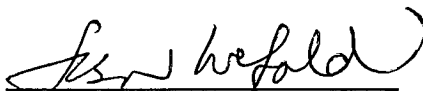
06/27/2001

CC: Comm Legal Ilona Jerry

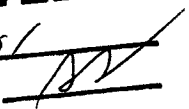
2. The Commission retains continuing jurisdiction over the agreement at all times.
3. Notice of any changes to the agreement must be filed promptly with the Commission.
4. The agreement must not be assigned, assumed or otherwise transferred without the approval of the Commission.

PUBLIC SERVICE COMMISSION


Anthony T. Clark
Commissioner


Susan E. Wefald
President


Leo M. Reinbold
Commissioner

APPROVED
DATE: 6/27/01 

MOTION

June 27, 2001

WWC Holding Co., Inc./
Midstate Telephone Company
Interconnection Agreement
Application

Case No. PU-2540-01-208

I move the Commission bill WWC Holding Co., Inc. and Midstate Telephone Company for costs incurred to date in Case No. PU-2540-01-208, WWC Holding Co., Inc./Midstate Telephone Company, 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 27, 2001

Gene DeJordy
WWC Holding Co Inc
3650 131st Ave SE
Bellevue WA 98006

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


RE: Case No. PU-2540-01-208
WWC Holding Co., Inc./Midstate Telephone Company
Interconnection Agreement
Application

Enclosed is a copy of the statement approved at the June 27, 2001 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2540-01-208.

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

Billing Statement

June 27, 2001

WWC Holding Co., Inc./
Midstate Telephone Company
Interconnection Agreement
Application

Case No. PU-2540-01-208

Expenses Incurred to Date:

Advertising Costs	\$100.17
-------------------	----------

Amount Due:

WWC Holding Co., Inc.	\$50.09
Midstate Telephone Company	\$50.08

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 16, 2001.**

Thank you in advance for your cooperation.

NORTH DAKOTA ADVERTISING SERVICE, INC.

1435 Interstate Loop • Bismarck, ND 58501-4058 • PHONE (701) 223-6397 • FAX 223-8185

INVOICE

Date: 06/01/2001

Page: 1

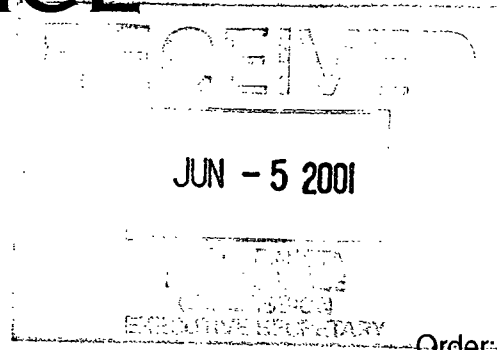
To:

JON H. MIELKE
PUBLIC SERVICE COMMISSION
STATE CAPITOL
BISMARCK ND 58505

JUN - 5 2001

Client: Public Service Commission

Order: 01053PP3



Newspaper	Date	Inches	Rate	Amount
Bismarck Tribune	WWC Holdin 05/16/2001	85.00 SPR2	0.61	51.85
Devils Lake Daily Journal	WWC Holdin 05/16/2001	86.00 SPR2	0.57	49.02
Dickinson Press	WWC Holdin 05/16/2001	91.00 SPR2	0.52	47.32
Fargo, The Forum	WWC Holdin 05/21/2001	70.00 SPR2	0.73	51.10
Grand Forks Herald	WWC Holdin 05/16/2001	88.00 SPR2	0.61	53.68
Jamestown Sun	WWC Holdin 05/15/2001	97.00 SPR2	0.50	48.50
Minot Daily News	WWC Holdin 05/16/2001	135.00 SPR2	0.42	56.70
Valley City Times-Record	WWC Holdin 05/16/2001	91.00 SPR2	0.52	47.32
Wahpeton Daily News	WWC Holdin 05/17/2001	91.00 SPR2	0.52	47.32
Williston Herald	WWC Holdin 05/16/2001	89.00 SPR2	0.54	48.06
*** ADVERTISING TOTAL				500.87
*** TOTAL DUE				500.87

6 PU-2536-01-196 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.

6 PU-2539-01-207 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.

6 PU-2537-01-205 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry

06/05/2001 CC: Comm Legal Ilona Jerry

6 PU-2538-01-206 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry

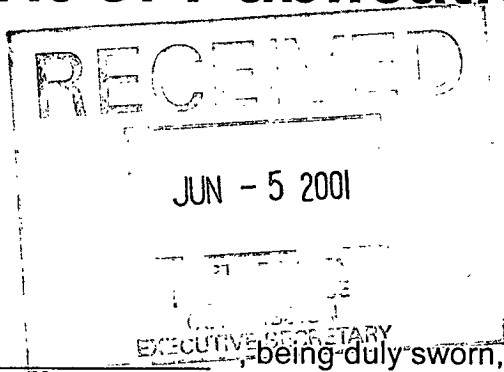
6 PU-2540-01-208 Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry

This invoice is due and payable upon receipt. Unpaid items over 30 days from invoice date are subject to a finance charge. The finance charge is computed by a periodic rate of 1 3/4 percent per month (or a minimum charge of 50 cents for balances of under \$50), which is an annual percentage rate of 21 percent. Total unpaid balance may be paid at any time.

Please pay from this invoice - No statement will be sent. Return duplicate with remittance to North Dakota Advertising Service, Inc.

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:
WWC Holding , 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: Janice MacO

Subscribed and sworn to before me this 29th day of May A.D. 2001.

Raebie Schaffer

6 **PU-2536-01-196** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry .

6 **PU-2537-01-205** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry .

6 **PU-2538-01-206** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry .

6 **PU-2539-01-207** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry .

6 **PU-2540-01-208** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry .

Notice Of Opportunity To File Written Comments

May 9, 2001

Case No. PA-2540-01-208

Bismarck	5-16
Devils Lake	5-16
Dickinson	5-16
Fargo	5-21
Grand Forks	5-16
Jamestown	5-15
Minot	5-16
Valley City	5-16
Wahpeton	5-17
Williston	5-16

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**WWC Holding Co., Inc./BEK Communications
Cooperative
Interconnection Agreement Amendment
Application** Case No. PU-2536-01-196

**WWC Holding Co., Inc./Turtle Mountain
Communications, Inc.
Interconnection Agreement
Application** Case No. PU-2537-01-205

**WWC Holding Co., Inc./United Telephone Mutual Aid
Corporation
Interconnection Agreement
Application** Case No. PU-2538-01-206

**WWC Holding Co., Inc./Midstate Communications
Interconnection Agreement
Application** Case No. PU-2539-01-207

**WWC Holding Co., Inc./Midstate Telephone Company
Interconnection Agreement
Application** Case No. PU-2540-01-208

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, **four** 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:

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

Cert. No. 7000 0520 0022 8654 2524

Kenneth Carlson
Turtle Mountain Communications Inc
United Telephone Mutua Aid Corp
P O Box 729
Langdon ND 58249-0729
Cert. No. 7000 0520 0022 8655 3933

5 PU-2540-01-208

Pages: 4

Affidavits of Service

by Public Service Commission

05/10/2001

CC: Comm Legal Illona Jerry

WWC Holding Co Inc
Regulatory Department
3650 131st Ave SE
Bellevue WA 98006

Cert. No. 7000 0520 0022 8655 3940

Mark Wilhelmi
Midstate Communications Inc
Midstate Telephone Company
P O Box 400
Stanley ND 58784

Cert. No. 7000 0520 0022 8655 3957

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.

Jerome Tishmack
BEK Communications Cooperative
P O Box 230
Steele ND 58482-0230

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

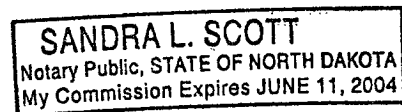
Subscribed and sworn to before me
this **10th day of May, 2001**.





Notary Public

SEAL



STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**WWC Holding Co., Inc./BEK Communications
Cooperative
Interconnection Agreement Amendment
Application** **Case No. PU-2536-01-196**

**WWC Holding Co., Inc./Turtle Mountain
Communications, Inc.
Interconnection Agreement
Application** **Case No. PU-2537-01-205**

**WWC Holding Co., Inc./United Telephone Mutual
Aid Corporation
Interconnection Agreement
Application** **Case No. PU-2538-01-206**

**WWC Holding Co., Inc./Midstate Communications
Interconnection Agreement
Application** **Case No. PU-2539-01-207**

**WWC Holding Co., Inc./Midstate Telephone
Company
Interconnection Agreement
Application** **Case No. PU-2540-01-208**

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 **10th day of May, 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 **10th day of May, 2001**.

Sandra L. Scott

Notary Public

SEAL



wahlgren@rus.usda.gov
Wayne Ahlgren

bberkenpas@eodusa.com
Barb Berkenpas

wbrudvik@ohnstadlaw.com
William Brudvik

Janis Peterson

lisestrom@dwt.com
Lise Strom

mannawiz@pacbell.net
Larry Manna
Compuwiz
1012 Industrial Blvd
South Lake Tahoe CA 96150

hill@nccray.com
Bob Hill
Skyland Technologies

ruth.holder@teligent.com
Ruth Holder

eVulkan Inc
1 River Ct Apt 1408
Jersey City NJ 07310-2006

Local Telcom Holdings LLC
485 Madison Ave 15th Fl
New York NY 10022-5803

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

John B Glicksman
Adelphia Business Solutions Operations
121 Champion Way
Canonsburg PA 15317

Advanced Telcom Inc
110 Stony Point Rd Ste 200
Santa Rosa CA 95401

Kevin Timpane
Arrival Communications Inc
601 Montgomery St Ste 675
San Francisco CA 94111-2662

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@bekte om
Jerome Tishmack
BEK Communications I Inc
PO Box 230
Steele ND 58482-0230

C12 Inc
200 Galleria Pkwy Ste 1550
Atlanta GA 30339

chamon@connect.com
Carole Hamon
CCCND Inc
124 W Capitol Ave Ste 250
Little Rock AR 72201

Citizens Telecomm Co of MN
3 High Ridge Park
Stamford CT 06905

Daniel L Barth
Comm South Companies Inc
2909 N Buckner Blvd Ste 800
Dallas TX 75228

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

Consolidated Telcom
507 S Main
Dickinson ND 58601

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

Contact Communications
937 W Main St
Riverton WY 82501

Robert Hill
Daktel Communications LLC
P O Box 299
Carrington ND 58421-0299

Dave Dircks
DCN LLC
P O Box 180
Devils Lake ND 58301-0180

Dickey Rural Services Inc
P O Box 69
Ellendale ND 58436

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

DIECA Communications Inc
2330 Central Exprswy
Santa Clara CA 95050

jkirby@excel.com
Jerry Kirby
eMeritus Communications Inc
8750 N Central Expswy Ste 2000
Dallas TX 75231

Essential.com Inc
3 Burlington Woods Dr
Burlington MA 01803

Essex Communications Inc
48 S Service Rd
Melville NY 11747

jkirby@excel.com
Jerry Kirby
Excel Telecommunications Inc
8750 N Central Expswy Ste 2000
Dallas TX 75231

Dave Waters
Fairpoint Communications Solutions
216 River St 4th Fl
Troy NY 21280

meredith.gifford@gecapital.com
Meredith Gifford
GE Capital Telemangement Services
Corp
6540 Powers Ferry Rd
Atlanta GA 30339

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

Global Telelink Services Inc
6600 Peachtree Dunwoody Rd
600 Embassy Row Ste 480
Atlanta GA 30328

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

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

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

HTC Services Inc
P O Box 55
Halstad MN 56548

Julia Waysdorf
ICG Telecom Group Inc
161 Inverness Dr W
Englewood CO 80112

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

Integra Telecom of North Dakota Inc
19545 Von Neumann Dr Ste 200
Beaverton OR 97006-6902

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

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

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

Neil Schmid
Ionex Communications North Inc
5710 LBJ Frwy Ste 215
Dallas TX 75240

IPVoice Communications Inc
5050 N 19th Ave Ste 416
Phoenix AZ 85015

James Valley Coop Telephone Co
P O Box 69
Ellendale ND 58436-0069

anewell@jato.net
Andrew R Newell
JATO Operating Two Corp
6200 S Syracuse Way Ste 200
Greenwood Village CO 80111-4739

KMC Telecom V Inc
1545 Rt 206
Bedminster NJ 07921

Steven Katka
Loretel Systems Inc
13 E 4th Ave
Ada MN 56510

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

dfranklin@maxcess.net
Doris Franklin
Maxcess Inc
315 S Calhoun St Ste 314
Tallahassee FL 32301

haleh.davary@wcom.com
Haleh S Davary
MCI Worldcom
201 Spear St 9th Fl
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Helbling, Sharon D.

From: Helbling, Sharon D.

Sent: Thursday, May 10, 2001 8:41 AM

To: ndna (E-mail)

Subject: Attached Notice of Opportunity to File Written Comments

Colleen,

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

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

MOTION

May 9, 2001

APPROVED

DATE: 5-9-01

KME

**WWC Holding Co., Inc./BEK Communications
Cooperative
Interconnection Agreement
Application**

Case No. PU-2536-01-196

**WWC Holding Co., Inc./Turtle Mountain
Communications, Inc.
Interconnection Agreement
Application**

Case No. PU-2537-01-205

**WWC Holding Co., Inc./United Telephone Mutual
Aid Corporation
Interconnection Agreement
Application**

Case No. PU-2538-01-206

**WWC Holding Co., Inc./Midstate Communications
Interconnection Agreement
Application**

Case No. PU-2539-01-207

**WWC Holding Co., Inc./Midstate Telephone
Company
Interconnection Agreement
Application**

Case No. PU-2540-01-208

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

JRL/sdh

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**WWC Holding Co., Inc./BEK Communications
Cooperative
Interconnection Agreement
Application** **Case No. PU-2536-01-196**

**WWC Holding Co., Inc./Turtle Mountain
Communications, Inc.
Interconnection Agreement
Application** **Case No. PU-2537-01-205**

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Aid Corporation
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**WWC Holding Co., Inc./Midstate Communications
Interconnection Agreement
Application** **Case No. PU-2539-01-207**

**WWC Holding Co., Inc./Midstate Telephone
Company
Interconnection Agreement
Application** **Case No. PU-2540-01-208**

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

May 9, 2001

On April 23, 2001, in Case No. PU-2536-01-196, BEK Communications Cooperative filed an application for approval of a wireless interconnection agreement negotiated with WWC Holding Co., Inc. of Bellevue, WA. On April 26, 2001, applications for approval of similar wireless interconnection agreements negotiated with WWC Holding Co., Inc. were filed by: Turtle Mountain Communications, Inc. (Case No. PU-2537-01-205); United Telephone Mutual Aid Corporation (Case No. PU-2538-01-206); Midstate Communications, Inc. (Case No. PU-2539-01-207); and Midstate Telephone Company (Case No. PU-2540-01-208). These agreements set forth rates, terms and conditions for wireless interconnection and exchange of traffic.

The 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:

2 **PU-2540-01-208** Pages: 2

Notice of Opportunity to File Written
Comments
by Public Service Commission

05/09/2001

CC: Comm Legal Ilona Jerry

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.

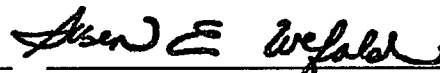
The Commission will receive written comments on these agreements until June 12, 2001.

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

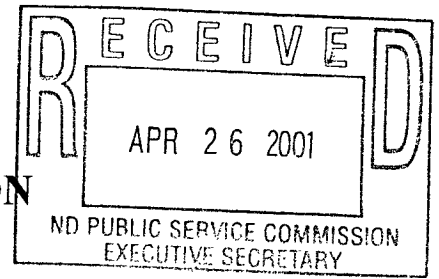


Susan E. Wefald
President



Leo M. Reinbold
Commissioner

**WIRELESS INTERCONNECTION
AGREEMENT**



BETWEEN

MIDSTATE TELEPHONE COMPANY

AND

WWC HOLDING CO., INC.

1

PU-2540-01-208

Pages: 24

Interconnection Agreement application
by WWC Holding Co., Inc./Midstate Telephone Compa
04/26/2001 CC: Comm Legal Ilona Jerry .

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. Miscellaneous**
 - 16. Attachments:**
 - A. Midstate Telephone Company – NXX and CLLI Designations**
 - B. WWC Holding Co., Inc. – NXX and CLLI Designations**
 - C. Reserved For Future Use**

I. Article I

1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 1st day of February, 2000 (the "Effective Date"), by and between Midstate Telephone Company ("MSTC") with offices at 215 South Main Street, Box 400, Stanley, North Dakota 58784-0400 and WWC Holding Co., Inc. ("WWC") with offices at 3650 131st Avenue SE, Bellevue, WA 98006.

2. RECITALS

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

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

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

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

II. Article II

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.9 "FCC" means the Federal Communications Commission.

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

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

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

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

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

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

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

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

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

1.17 "Major Trading Area" or "MTA" means the Major Trading Area as designated by the FCC.

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

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

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

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

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

1.23 "Party" means either MSTC or WWC, and "Parties" means MSTC and WWC.

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

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

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

1.27 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications

services (as defined in 47 U.S.C. Section 226(a)(2)). A telecommunications carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. §153(44)

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

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

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

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

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

2.0 INTERPRETATION AND CONSTRUCTION

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

3.0 SCOPE

3.1 This Agreement is intended, inter alia, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement relates to exchange of traffic between MSTC and WWC. MSTC's NXXs are listed in Attachment A hereto. WWC represents that it is a CMRS provider of communications services to subscribers in MTA No. 12 (Minneapolis-St. Paul). WWC's NXXs are listed in Attachment B hereto.

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

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

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

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

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

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

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

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

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

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

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

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

4.0 SERVICE AGREEMENT

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

4.1 WWC currently does not wish to have direct facilities connection with MSTC. Traffic originating by MSTC's customers on MSTC's network, consisting of Medora (623), Portal (926), and Stanley (628), to WWC's customers will be routed according to Telcordia™ Traffic Routing Administration instructions or successor administrators of the Traffic Routing Administration instructions. Calls originating on WWC's network to MSTC's customers routed through Qwest f/n/a USWEST facilities to MSTC's network, will be subject to Reciprocal Compensation or Terminating Compensation depending upon whether the call is Local or Non-Local. Calls handled by IXC's are not covered under this Agreement.

4.2 Type 2 Interconnection. Upon request by WWC, the Parties shall implement Type 2 interconnection arrangements under the rates, terms and conditions of this Agreement. Such arrangements shall be delineated in Attachment C to this Agreement.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.15 and is related to the exchange of traffic described in 4.1, and in Attachment C, as applicable.

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

5.2 Traffic Subject to Terminating Compensation.

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

5.3 Calculation of Payments and Billing.

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

5.3.2 MSTC shall prepare a monthly billing statement to WWC which will separately reflect the calculation of Reciprocal Compensation, Terminating Compensation, and total compensation due MSTC. MSTC shall total terminating traffic, recorded by Qwest for billing WWC.

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

5.3.4 In the event that there is insufficient representative and verifiable data on the actual Local and Non-Local Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a 2.5% Non-Local Traffic factor to the total terminating traffic volumes as an estimate of the Non-Local Traffic being exchanged.

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

6.0 NOTICE OF CHANGES

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

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring

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

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

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

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

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

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of Sections 13 and 15, the initial term of this Agreement shall be for two years ("Term") which shall commence on the Effective Date. This Agreement shall automatically renew for successive six-month periods, unless, not less than sixty (60) days prior to the end of the Term or any renewal term, either party notifies the other party of its intent to terminate this Agreement in writing.

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

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

details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

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

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

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

- (a) Each Party shall comply immediately with its obligations as set forth above;
- (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

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

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

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

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

11.0 INDEMNIFICATION

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

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

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

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

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

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

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed

to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

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

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

12.0 LIMITATION OF LIABILITY

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

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

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

13.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the

event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

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

14.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

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

15.0 MISCELLANEOUS

15.1 Authorization

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

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

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

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

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

15.5 Confidentiality

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

agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 15.5.2 of this Agreement.

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

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

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

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

providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

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

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

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

To:

WWC Holding Co., Inc.
Regulatory Department
3650 131st Avenue SE
Bellevue, WA 98006

To:

Midstate Telephone Company
Mark Wilhelmi
P. O. Box 400, 215 S. Main St.
Stanley, ND 58784

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

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

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

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

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

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

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

communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 1st day of February, 2000.

WWC Holding Co., Inc.

Midstate Telephone Company

By: 

By: 

Printed: Gene DeJordy

Printed: MARK Wilhalami

Title: Vice President

Title: Manager

Attachment A

**Midstate Telephone Company
NXX and CLLI Designations**

<u>Locality</u>	<u>NPA/NXX</u>		<u>CLLI</u>
MEDORA	701	623	MEDRNDXA623
PORTAL	701	926	PRTLNDXA926
STANLEY	701	628	STNLNDXA628

Attachment B

**WWC Holding Co., Inc.
NXX and CLLI Designations**

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

Attachment C

Reserved For Future Use